



SCHOOL BOARD MEETING

February 09, 2016

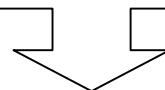
WSD District Office

AGENDA

6:00 p.m. Regular Board Meeting

	Time
I. PLEDGE OF ALLEGIANCE	
II. CONSENT AGENDA	02 min
1. Minutes of Regular Board Mtg. 1/26/16	Action 1+
2. Personnel Report	Action 2+
3. Vouchers/Payroll	Action 3+
4. Contracts	Action 4+
5. Surplus Report	Action 5+
III. CITIZEN COMMENT	05 min
IV. HIGH SCHOOL ASB REPORTS	05 min
V. FIELD TRIP REQUESTS & APPROVALS:	15 Min
Out of State and Overnight Field Trip Requests	Action 15 min
Jodi Smith Payne, Assistant Superintendent for Learning & Teaching Club/Activities Advisors	
VI. LEARNING AND TEACHING UPDATES:	30 min
Math Curriculum Update	30 min
Sarah Hanchey, Director of Curriculum James Swanson, WSD Math Coach Nancy Duffey, Director of Special Programs Jodi Smith Payne, Assistant Superintendent OF Learning & Teaching	
VII. POLICY UPDATES:	20 min
2000 Series Policy Updates - 2 nd Reading	Action 10 min
2000 Series Policy & Procedures – New & Updates -1 st Reading	Information 10 min
Jodi Smith Payne, Assistant Superintendent for Learning & Teaching	
VIII. BOARD COMMUNICATIONS	05 min
IX. SUPERINTENDENT'S REPORT	05 min
X. ADJOURNMENT	

SEE REVERSE
SIDE
Board Meeting
Protocol





CONSENT AGENDA



Wenatchee School District Regular Board Meeting

Minutes of January 26th, 2016
WSD District Office

Board Members Present	6:00 PM	Staff Present
Walter Newman, President Laura R. Jaecks Jennifer Talbot, V.P. Robert Sealby		Brian Fones, Superintendent Cabinet

I. Regular Meeting 6:00 p.m.

Jennifer Talbot, Board President, opened the regular board meeting at 6:00 pm with the Pledge of Allegiance led by Boy Scouts Troop 238 and Troop 37. Jesús Hernández had an excused absence.

Jennifer Talbot, Board President, asked for a motion to approve the consent agenda.

II. Consent Agenda

MOTION MADE: Robert Sealby made the motion to approve the consent agenda.

SECONDED: By Walter Newman

DISCUSSION: None

PASSED UNANIMOUSLY

Consent Agenda included:

1) Minutes

MINUTES:

1/12/16 Regular Board Meeting

2) Personnel Report

PERSONNEL REPORT PREPARED BY: Lisa Turner, HR Director:
1/26/2016 personnel report: on file

3) Vouchers/Payroll

VOUCHERS PREPARED BY:

Karen Walters, Director of Accounting: 1/27/16

General Fund

Check numbers 581274 through 581475 totaling \$453,722.74

Capital Projects Fund

Check number 581476 through 581488 totaling \$4,108,009.63

Associated Student Body Fund

Check number 581489 through 581531 totaling \$55,340.33

PAYROLL: Tammy Hubensack, Director of Payroll: 1/2016

\$5,935,766.38

4) Surplus Report

NONE

5) Contracts

CONTRACTS: Karen Walters, Director of Accounting 1/26/16

Date	New or Renewal or Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
01/12/16	Renewal	No	Jostens	Yearbook Production	?	2016-2017 School Year	Kory Kalahar	Yes	Yes
					Budget Code 521-4450				
01/05/16	New	No	R & H Theatrical	2016 High School Musical	\$6,034	12/1/2016	Dawn McCormick - Ricardo Inigue	Yes	Yes
					Budget Code 402-4467				

01/05/16	New	No	Developing Minds	Consultant Services for 1 day workshop	\$8,000 Budget Code 5812-31-7000-000	8/25/2016	Jodi Smith	Yes	Yes
1/13/16	Renewal	No	SkillsSource	Open Doors Scope of Work	Flow Thru 80% Budget Code 0900-27-7096-000	1/1/16 - 8/31/16	Denise Watson	Yes	Yes
01/15/16	New	Yes	The Gordon Group	Required External Evaluation of 21st Century - Cohort 12	\$4,000 Budget Code 5205-27-7000-000	2015-2016 School Year	Carolyn Griffin-Bugert / Nancy Duffey	Yes	Yes
01/15/16	Renewal	Yes	The Gordon Group	Required External Evaluation of 21st Century - Cohort 10	\$8,000 Budget Code 5206-27-7000-000	2015-2016 School Year	Carolyn Griffin-Bugert / Nancy Duffey	Yes	Yes
01/15/16	New	No	KWLN - La Nueva Radio Station	Broadcasting	\$2,200 Budget Code	Jan - June 2016	Melissa Hernandez / Mark Helm	Yes	Yes
01/15/16	New	No	Honeywell International Inc.	Fire Alarm System Training	? Budget Code 9779-72-7007-000	Upon Signature	David Yancey	Yes	Yes
					Budget Code				

V. Recognition

Jodi Smith Payne, Assistant Superintendent of Learning and Teaching read the following in celebration of five of our teachers qualifying for the National Board Certification and three of our trainers receiving their reinstatement. Superintendent Fiones presented certificates and WSD mugs. On December 4, 2015, the National Board for Professional Teaching Standards publicly announced the latest class of National Board Certified Teachers. I am proud to announce that Wenatchee School District has five (5) new National Board Certified teachers, and three (3) of our certified teachers successfully renew their certification.

1. Rocio Gonzalez at Lincoln
2. Kristina Mason at Lincoln
3. Donna Limon at Lewis & Clark
4. Michael Lasater – Wenatchee HS
5. William White at Wenatchee HS

Renewal of Certification

1. Connie Siepman at Columbia
2. Mark Woolsey at Columbia
3. Ann Young at Columbia

Washington State outpaces the nation with the number of National Board Certified Teachers (NBCTs), regularly ranking among the top five states with the most new NBCTs each year. To date, 8,461 Washington State teachers have achieved National Board Certification, including Jeffry Charbonneau, the 2013 National Teacher of the Year.

In a press release from the NBPTS, it was reported that for 2015 1,826 teachers earned their National Board Certification while another 2,903 renewed their Board Certification. With more than 112,000 Board-certified teachers across the US, thousands of students in every state benefit daily from teachers performing at the top of their craft. This year marks a transition point for Board certification. It was announced in 2013 that the certification process would be revised to address the latest research and reduce barriers so that even more students can learn from Board-certified teachers. The pool of teachers already engaged in the process to earn Board certification in 2017 is in excess of 10,000.

Wenatchee School District now has 86 National Board Certified teachers.

Congratulations to all our new Board Certified teachers! You are an inspiration to all of us and I believe many other great Wenatchee School District certificated employees will follow your path.

We will be honoring our new Board Certified teachers at the School Board Meeting on January 26, 2016 The meeting begins at 6:00 pm and will be held at the District office.

They were congratulated by the board and those present. Their pictures were taken for WSD publications.

V. Citizens Comments

Clark Hansen: Sunnyslope School resident, shared his growing concerns about class size at Sunnyslope. He wanted to raise attention of the issue to the school board. He gave a handout of class sizes to each board member reflecting his research based on each elementary school in the district. He made some suggestions and offered himself and other parents to partner with the district to help with a plan to lower class size.

VI. ASB Reports

WSHS: ASB/Leadership Representatives: Eleazar Perez reported the following:

- They had their Annual Penny Drive to fight cancer. They raised \$571.
- Semester close this week and trying to finish up course work and finalize credits.
- Behind the scenes at WSHS shared with the board.
- Leadership team wanted to thank the board for being so supportive of WSHS and their non-traditional pathways for education.

WHS: ASB President Christian Brandt-Sims reported the following: (out of order of agenda)

- Leadership ASB officers wrote a letter of “Thank You” to the board.
- Spring Sports are starting and they are finishing up regional and state for the winter sports
- 83 students attended the DECA competition and 21 of them took first place awards from WHS and 60 went on to State competition.
- Spring Play is “The Man Who Came to Dinner”
- WHS had a very successful Martin Luther King assembly
- Special Ed Basketball game with full band, and cheerleaders they are very excited and it’s always a lot of fun.
- Finals this week

VII. Field Trip Requests:

Jodi Smith Payne, Assistant Superintendent of Learning and Teaching introduced the advisors and they shared details of each of their field trips.

Prepared

By: Jodi Smith Payne
Assistant Superintendent of Learning and Teaching

Re: Learning and Teaching

OUT-OF-STATE AND OUT-OF-DISTRICT / OVERNIGHT FIELD TRIP REQUESTS

The following field trip requests are presented to you for your approval:

Group Name: Wenatchee High School FBLA 9-12
Date of Trip: April 20-23, 2016
Purpose: FBLA State Leadership Conference
Number of Students: 14 students/2 adults
Location: Spokane, WA
Means of Funding: ASB: \$1,700.00 / DIST. PROGRAM: \$2,500.00
Approx. Cost: \$4,200.00
Supervision: Susan Sears + Student

Group Name: Wenatchee High School FBLA 9-12
Date of Trip: June 28 – July 3, 2016
Purpose: FBLA National Leadership Conference
Number of Students: 5 students/2 adults
Location: Atlanta, GA
Means of Funding: ASB: \$1,700.00 / PARENT AMT: \$300.00
Approx. Cost: \$2,000.00
Supervision: Susan Sears + Student

Group Name: Wenatchee High School CTE/Sports Medicine
Date of Trip: April 22-23, 2016
Purpose: 2016 Washington Career & Technical Sports Medicine State Symposium and Competition
Number of Students: 30 students/3 adult
Location: Kennewick, WA
Means of Funding: DIST. Program: \$4,000.00 / PARENT AMT: \$1,000.00
Approx. Cost: \$5,000.00
Supervision: Dale Blair + Students

The advisors introduced students to share with the board about their field trip experiences and ask for permission for these trips.

Susan Sears introduced, for the FBLA field trips, FBLA President, Israel Sixto-Sanchez, he shared with the board. Dale Blair introduced from Sports Medicine Seniors Danika Kapeikis and Brenda Castaneda. They shared about the outstanding successes of the Sports Med program in completion as individuals and as WHS team.

MOTION MADE: Laura R. Jaecks made the motion to approve all the field trips as presented by the advisors and Assistant Superintendent Jodi Smith Payne.

DISCUSSION: None

SECONDED: By Robert Sealby

PASSED Unanimously

VIII. New Business:

1) Property Contract: Legal Counsel, Danielle Marchant presented to the board for approval.

Real Property Purchase from Port of Chelan County Memo to Board:

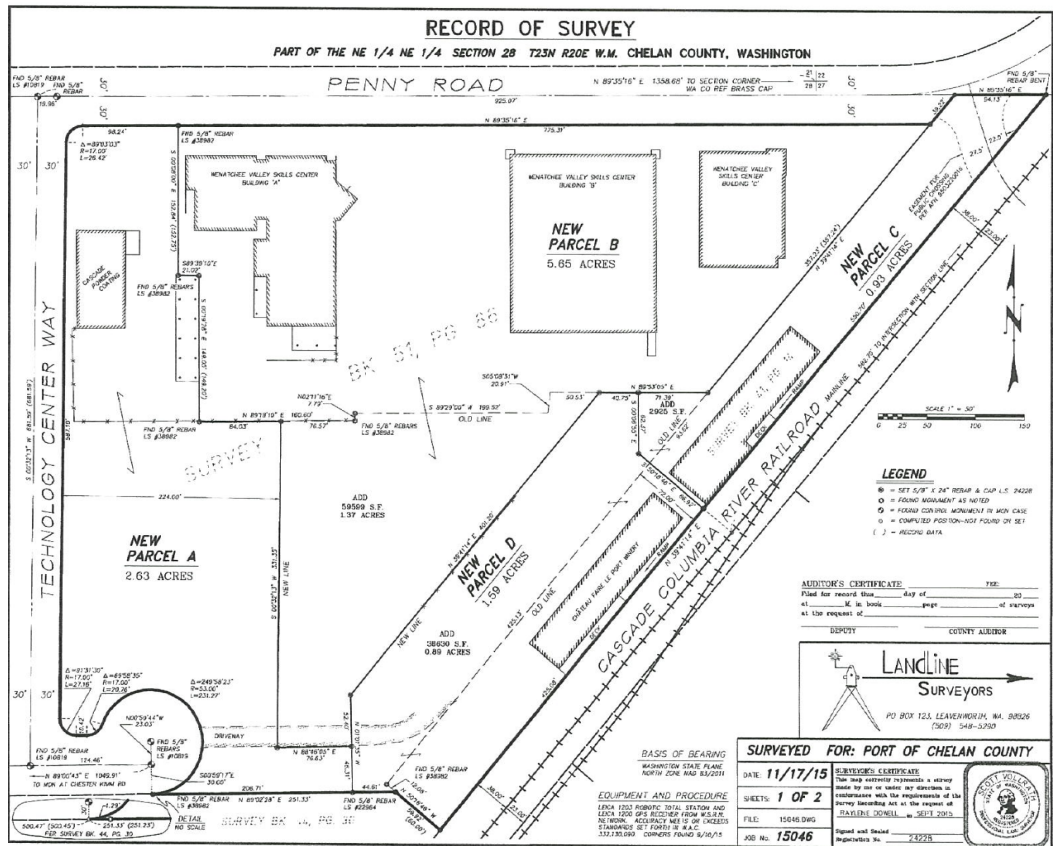
TO: Superintendent Brian Flones and Board of Directors

FROM: Steve D. Smith, Attorney 

DATE: January 21, 2016

RE: Real Property Purchase from Port of Chelan County

We have completed the negotiations with the Port of Chelan County for the purchase of a parcel of property in Olds Station adjoining the Skill Center property. Enclosed with this memo is a sheet with the key business terms of the transaction, as well as a copy of the Purchase and Sale Agreement. The issues we discussed at the last Board meeting have been resolved satisfactorily as set forth under the issue section of the Key Business Terms sheet. The Board of the Port of Chelan County has approved the Purchase and Sale Agreement. If the terms of the proposed sale are agreeable to the School Board then it is my recommendation that you authorize the Superintendent to sign the Agreement.



Skills Center Transaction
Key Business Terms

Purchaser:	Wenatchee School District (District)
Seller:	Port of Chelan County (Port)
Property:	57,934 square feet (1.33 acres) See attached survey
Purchase Price:	The price per square foot of the property is \$7/sf. Total price: \$405,544
Earnest Money:	\$8,000
Closing Date:	Within 20 days of contingencies being satisfied.

Danielle Marchant, WSD Legal Counsel recommended that we enter into the agreement. All noted items to be revised have taken place. Superintendent Flonas noted that by purchasing this property for expansions to the Skill Center would bring in the possibility of additional state funding. Laura R. Jaacks abstained from voting due to her affiliation with the Port. President Talbot will vote to make a quorum.

MOTION MADE: Robert Sealby made the motion to approve the purchase of property from the Port of Chelan County for expansion of the WVTSC as presented.

DISCUSSION: None

SECONDED: By Walter Newman

PASSED 3 yea 1 abstained

2) Maul Foster Alongi Contract: Legal Counsel, Danielle Marchant presented to the board the Maul Foster Alongi contract for approval. Memo to the board:

TO: Superintendent Brian Flonas and Board of Directors

FROM: Steve D. Smith, Attorney *SDS*

DATE: January 21, 2016

RE: Maul Foster Alongi Contract

As part of the feasibility study related to the purchase of the property from the Port of Chelan County, it is my recommendation that the District obtain a Phase I Environmental Assessment of the property. Obtaining an environmental assessment is prudent due diligence for a public agency. After checking around, I did not find a local firm that was interested in preparing the assessment. I contacted Maul Foster Alongi, a Seattle engineering firm, that I am familiar with due to their work on the City of Wenatchee former Public Works site on Worthen Street. Maul Foster promptly put a proposal together to do the assessment which you will please find enclosed with this Memo. They indicated that the assessment could be done within three weeks for a fixed fee of \$2,500. As part of the assessment, they typically like to physically walk the property. Due to the current snow on the ground, I would not hold them to the three week turnaround given the fact that we now have a 120 day feasibility period under the Purchase and Sale Agreement. It is my recommendation that the Board authorize the Superintendent to sign the contract proposed by Maul Foster Alongi for the environmental assessment.

Laura R. Jaecks abstained from voting due to her affiliation with the Port. President Talbot will vote to make a quorum.

MOTION MADE: Robert Sealby made the motion to approve the Maul Foster Alongi contract as presented.

DISCUSSION: None

SECONDED: By Walter Newman

PASSED: 3 yea - 1 abstention

VIII. Facilities Update:

1) Apprenticeship Utilization Update:

David Zeitlin, Senior Project Manager Hill International, thank the board for being a cohesive supportive board, he works with a lot of school boards and WSD has one of the most professional to work with. He continued to present the following to the board. Facilities Director Gregg Herkenrath was present.

- Lincoln met the 15% level of apprenticeship utilization but now showing 29%.
- Washington was at 2% but now at 11%
- Currently working with WLK to get the numbers up
- Subcontractors asked to write letters of explanation of why they aren't meeting those percentages.
- We are putting pressure to come into compliance on these percentages but there are some legitimate reasons, availability of qualified interns in county and other factors.
- There are no ramifications if the percentages are not met.
- Law is written to give some wiggle-room when it is difficult to meet those percentages
- Mechanical Engineers, contractors and Union Representatives are all involved and will be working together during the week.

2) Capital Projects Financial Update

David Zeitlin, Senior Project Manager Hill International provided the following spreadsheet for the board to follow along as he gave the summary.

Capital Improvement Program Bond and SCAP Funding	Funding	Budget Transfer	Current Budget	Phase 2 Encumbrance	Balance Remaining	Bond Allocation	OSPI/SCAP Allocation
	\$ 82,484,971	\$ 10,883,156	\$ 77,383,156	\$ 973,237	\$ 4,128,578	\$ 66,500,000	\$ 15,984,971

Project	Budget Data			Cost To Date			
	Baseline Budget (Revised)	Budget Transfer	Current Budget	Cost to date Last Period	Cost this Period	Cost to Date	% Spent*
Capital Improvement Program Phase 1 Allocation							
Total Across Program	\$ 66,500,000	\$ 10,883,156	\$ 77,383,156	\$ 25,867,050	\$ 3,034,751	\$ 28,901,801	37%
Capital Improvements Program (#1400)	\$ 75,000	\$ 250,000	\$ 325,000	\$ 232,536	\$ 87	\$ 232,623	72%
Lincoln ES Modernization & Addition (#1413)	\$ 23,662,500	\$ 3,737,458	\$ 27,399,958	\$ 7,235,917	\$ 1,318,820	\$ 8,554,737	31%
Mission View Site Improvements (#1414)	\$ 650,000	\$ 267,820	\$ 917,820	\$ 917,819	\$ -	\$ 917,819	100%
Washington ES Replacement (#1416)	\$ 29,462,500	\$ 3,558,170	\$ 33,020,670	\$ 6,729,035	\$ 1,235,222	\$ 7,964,257	24%
Castle Rock - SPED Modernization (#1421)	\$ 6,100,000	\$ 1,300,000	\$ 7,400,000	\$ 3,758,259	\$ 311,320	\$ 4,069,579	55%
Pioneer Middle School Gym Modernization (#1423)	\$ 6,550,000	\$ 404,497	\$ 6,954,497	\$ 5,738,981	\$ 168,303	\$ 5,907,284	85%
Apple Bowl Upgrades (#1423.1)	\$ -	\$ 1,365,211	\$ 1,365,211	\$ 1,254,503	\$ 999	\$ 1,255,502	92%

*Includes retainage held back
 **Includes funds transferred for W.S.T
 ***Includes Estimated Changes
 † Contract numbers are shown before sales tax

	OSPI Art Allocation (Estimate)	OSPI Art Allocation (Actual)
	\$ 22,641	\$ 40,000

Construction Contract(s)†				Owner Management Reserve (OMR)		
Original Construction Contract(s)	Current Construction Contract	Construction Cost to Date	% Spent on Construction to date	Owner Management Reserve (OMR)	OMR Transfer**	OMR Balance
\$ 54,765,481	\$ 57,206,641	\$ 19,831,401	36%	\$ 982,198	\$ 63,336	\$ 918,862
NA		NA	NA	\$ -	\$ -	\$ -
\$ 19,445,406	\$ 20,660,963	\$ 5,767,069	28%	\$ 438,219	\$ -	\$ 438,219
\$ 784,078	\$ 812,498	\$ 861,489	110%	\$ -	\$ -	\$ -
\$ 24,071,602	\$ 24,418,585	\$ 4,555,814	19%	\$ 218,424	\$ -	\$ 218,424
\$ 4,664,836	\$ 4,757,261	\$ 2,845,799	60%	\$ 139,850	\$ -	\$ 139,850
\$ 4,540,140	\$ 5,297,915	\$ 4,551,135	86%	\$ 185,705	\$ 63,336	\$ 122,369
\$ 1,259,419	\$ 1,259,419	\$ 1,250,095	99%	\$ -	\$ -	\$ -

Owner Contingency					GC/CM Contingency			
Owner Contingency (Original)	Owner Increase	Owner Change Orders To Date	Potential Changes	Owner Contingency Balance	GC/CM Contingency	GC/CM Change Orders***	Potential Changes	GC/CM Contingency Balance
\$ 2,232,319	\$ 3,196,715	\$ 2,441,161	\$ (964,396)	\$ 2,987,873	\$ 2,217,918	\$ 38,890	\$ 959,074	\$ 1,219,954
NA	NA	NA		NA	NA	NA	NA	NA
\$ 1,197,478	\$ 700,000	\$ 1,215,557	\$ 253,367	\$ 428,554	\$ 884,433	\$ 38,890	\$ 507,013	\$ 338,530
\$ -	\$ -	\$ 28,421		\$ (28,421)	NA	NA	NA	NA
\$ 443,911	\$ 1,808,651	\$ 346,983	\$ 265,667	\$ 1,639,912	\$ 1,114,923	\$ -	\$ 360,674	\$ 754,249
\$ 180,844	\$ 314,912	\$ 92,425	\$ 40,576	\$ 362,755	\$ 218,562		\$ 91,387	\$ 127,175
\$ 410,086	\$ 373,152	\$ 757,775	\$ 25,463	\$ -	NA	NA		NA
\$ -				\$ -	NA	NA		NA

Discussion points:

- Summary of all accounts given in detail
- Funding has remained the same throughout projects
- Use of Phase I funding now going forward for Phase II planning
- Pioneer transferred funds based on last change order
- Cost to date spent - broken out to hard costs / soft costs
- Construction costs to date detailed
- Owner Management Reserve hasn't been touched since last report
- Possible cost for building envelope consultant
- Potential cost going forward discussed:
 - Owner Contingency Balance is unforeseen
 - GC/CM Contracts could change if they missed something obvious

There were no board questions, the board thanked Mr. Zeitlin for keeping them informed.

IX. Policy Updates

1) 2000 Policy and Procedure Series Updates:

Jodi Smith Payne, Assistant Superintendent of Learning and Teaching presented the following for 1st Reading.

2000 Series Review

Policy	Title	WSSDA Action	WSD	Key Changes	Board Decision
2090	Program Evaluation	Revise	Yes	Minor changes in wording, added/replaced reference + Change "shall" to "will"	
2125	Sexual Health Education	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2126	HIV/AIDS Prevention Education	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2153 2153P	Noncurriculum-Related Student Groups	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2331	Controversial Issues/Guest Speakers	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2333	Flag Exercises	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2336	Required Observances (Veterans' Day, Constitution Day, Temperance and Good Citizenship Day)	Revise	Yes	Added Disability History Month, sentence explaining Disability History Month, deleted/added references and resources	
2340	Religious-Related Activities and Practices	Revise	Yes	Minor changes in wording + Change "shall" to "will" + Change "shall" to "does" in 2 nd paragraph of section A. - Deleted end of last sentence in first paragraph	
2409 2409P	Credit for Competency/Proficiency	Revise	Yes	Added cross reference and resource Minor changes in wording + Change "may" to "will"	

There are mostly word changes for correct grammar. Additional language required for competency and proficiency. There were no board questions. These policies will come the board for 2nd Reading and approval at the next board meeting.

X. Special Reports

1) **Budget Status Report:** Les Vandervort, CFO made the following report to the board.

Date: January 14, 2016
Re: December 2015 Budget Status Report

GENERAL FUND With **33%** of the fiscal year elapsed, Total General Fund revenues were **32.5%** and expenditures were **31.3%** of budgeted amounts, respectively. General Fund Total Fund Balance at December 31, 2015 is **\$11,722,981** (13.06%). Total Fund Balance at December 31, 2014 was **\$12,371,962** (14.87%). 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 year.

CAPITAL PROJECTS FUND The Month Ending Fund Balance is **\$39,539,656**. WSD received an anonymous donation of \$1,000,000 to refurbish the district's baseball field at Rec Park. Construction work continues for the Washington and Lincoln Elementary projects.

DEBT SERVICE FUND The Month Ending Fund balance of **\$1,196,121** is reserved for payment of bond principal and interest payments which are due each December and June. Revenues consist primarily of property taxes, which are levied annually to provide adequate funds for the bond payments. The Debt Service levy for 2015 collection is \$5,408,000. The total for bond and levy is about \$4.67 per thousand of assessed value (less than the projected amount of \$4.99 per thousand). The Debt Service levy for 2016 collection is \$5,400,000.

ASB FUND Revenues are **47.2%** of the amount budgeted for the year. Expenditures are **21.3%** of budget. The Total Month Ending Fund Balance is **\$662,898**.

TRANSPORTATION VEHICLE FUND The Month Ending fund balance is **\$192,302**. Bus purchases are made only when funds are actually received by the district. Two (2) new buses were received this past summer. Current 2015-16 budget will allow for one (1) new bus.

Charts and spreadsheets are on file.

Discussion points:

- State budgeting
- Keeping reserves separate on report
- No fluctuations in General Fund
- 3.9 M in bank – construction costs
- Amortization pay off schedule
- Bus replacement schedule, new bus coming

2) **Enrollment Report:** Les Vandervort, CFO made the following report to the board.

Date: January 13, 2016
Re: Enrollment Reports for January 2016

Exhibit A - Monthly Enrollments. The January 2016 count of K-12 students is **7,912.50 full-time equivalents (FTE)** including 158.47 FTE Running Start students (Running Start students are counted starting in October).

The average FTE is 7,937.13 which are 8.13 FTE above budgeted average FTE of 7,929. Running Start, Open Doors and Alternative Learning FTE are shown as separate line items.

Exhibit B shows the changes in average FTE enrollment, as reported to SPI, since 2003-04. Exhibit B reflects the history of our actual state funding level of FTE.

Exhibit C is a restatement of enrollment from 2003-04 for comparability.

Kindergarten is restated based on headcount rather than FTE due to the state funding formula changes. All day kindergarten at Columbia has been BEA funded since 2007-08. All day kindergarten at Lewis & Clark, Lincoln, and Mission View has been BEA funded since 2008-09. Newbery Elementary has been BEA funded since 2013-14. Washington Elementary ADK is newly state funded for 2015-16. The current Wenatchee Valley Technical Skills Center counts for grades 9-12 have been included in years prior to 09-10 for comparability. As a branch campus, Moses Lake enrollment is excluded from Wenatchee's count.

Exhibit D is a comparison of student FTE by school and by grade level for the current month and the same month in the prior year (2014-15).

Exhibit E shows the monthly information in graphic form, with a comparison to last year's (2014-15) actual enrollment and 2015-16 budgeted

Charts and spreadsheets on file.

Discussion points:

- Overloads on our radar
- Working currently on Sunnyslope (2-Track) and Washington (4-Track)
- Impossible to predict at this point

The board thanked Mr. Vandervort for the reports.

X. Communications

- Laura R. Jaecks reported that they are continuing to work on the early learning initiative. She met with Brian, Allan Walker and community members recently and they are continuing the conversation.
- Jennifer Talbot reported her communication with the WSSDA Leadership facilitator and gave out possible dates for the workshop they would be doing for the board. February 16th at 5 pm was decided to be the best date and time for everyone. There will be a survey for all the board members to take prior to the workshop. Mr. Flonex will be in contact for further arrangements.

XI. Superintendent's Report

- Mr. Flonex reminded everyone about the Chamber of Commerce Annual Banquet on March 3rd. Please let him know if any board members would like to attend before February 16th.
- Legislative Conference is on January 31st – February 1st. Jon DeJong, Jennifer Talbot and Brian Flonex will be attending.

XII. Meeting Adjourned

MEETING ADJOURNED: President Talbot adjourned the meeting at 7:00 p.m.

President

Date
Superintendent

WENATCHEE SCHOOL DISTRICT NO. 246
February 10, 2016

TO: **BOARD OF EDUCATION**

FROM: Brian L. Fiones, Superintendent

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

SUBJECT: PERSONNEL REPORT

APPOINTMENTS

We ask the Board to appoint:

Classified:

- Laura Anaya: ASP Activity Instructor for 2 hrs/day at OMS/PIO, effective January 8, 2016 through August 30, 2016;
- Stephanie Duncan: Para Educator for 6 hrs/day at WA, effective January 25, 2016;
- Alexis Greenfield: Para Educator for 6 hrs/day at WA, effective January 25, 2016;
- Christina Spencer: Para Educator for 3 hrs/day at MV, effective January 22, 2016;

CHANGE OF STATUS

Classified:

- Caleb Brockie: Change from ASP Staff/Tutor to add ASP Activity Instructor for 2.5 hrs/day at LNC, effective February 1, 2016 through August 30, 2016;
- Robert Brown: Change from ASP Staff/Tutor to add ASP Activity Instructor for 2.5 hrs/day at LNC, effective February 1, 2016 through August 30, 2016;
- Shauna Dillard: Change from Elementary Lead Server/Library Para for 5.6 hrs/day to Para Educator for 6 hrs/day at SS, effective February 1, 2015;
- Edgar Fonseca: Change from ASP Staff/Tutor to add ASP Activity Instructor for 2 hrs/day at COL, effective February 1, 2016 through August 30, 2016;

Certificated:

- Haeley Luebber: Change from 0.5 FTE Non Continuing 3rd Grade Teacher for 1st Semester to add 2nd Semester at MV, effective January 29, 2016;
- Ellen McIrvin: Change from 0.4 FTE School Psychologist at OMS to 0.6 FTE at OMS/WHS, effective January 15, 2016;

LEAVE OF ABSENCE

The following employees have requested a Leave of Absence:

Classified:

- Shaunna Baird: Partial Leave as Sped Para Educator for 4 hrs/day at WHS, effective February 1, 2016 through June 10, 2016;
- Angela Gott: Leave as Elementary Server for 2 hrs/day at L&C, effective February 8, 2016 through March 1, 2016;
- Julie Thompson: Leave as Para for 4.75 hrs/day at WA, effective January 22, 2016 through February 2, 2016;

Certificated

- Kari DeMarco: Partial Leave as 0.2 FTE High Cap Coordinator at DO, effective January 29, 2016 through June 10, 2016;
- Robert Garretson: Leave as 1.0 FTE Science Teacher at WHS, effective December 16, 2015 through January 21, 2016;
- Gina Quinn: Extend Leave as 0.4 FTE Physical Therapist at Sped, effective January 20, 2016 through February 2, 2016;

RETURN FROM LEAVE OF ABSENCE

Certificated:

- Julie Anspach: Return as 1.0 FTE 1st Grade Teacher at COL, effective February 1, 2016;
- Robert Garretson: Return as 1.0 FTE Science Teacher at WHS, effective January 21, 2016;
- Michael Mueller: Return as 1.0 FTE 7th Grade Social Studies/Spanish Teacher at OMS, effective February 1, 2016;
- Donna Payne: Return as 1.0 FTE Parent Consultant/K-8 Science Teacher at VAL, effective February 3, 2016;

RETIREMENT

Certificated:

- Suzanne Porter: Retire as 1.0 FTE Kindergarten Teacher at MV, effective June 10, 2016;
- Rick Williams: Retire as 1.0 FTE Tech Lab Teacher at FMS, effective June 10, 2016;

SUPPLEMENTAL ASSIGNMENTS FOR THE 15-16 SCHOOL

YEAR The following persons are recommended for employment tendered for Supplemental Contract for the 2015-2016 school year:

Foothills Middle School:

Carlos Adamy Assistant Wrestling Coach
Byron Blauman 6th Grade Girls Basketball

Pioneer Middle School:

Fona Sugg 6th Grade Girls Basketball

Wenatchee High School:

Cody Jones Clinical Supervisor



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 581608 through 581774 totaling \$288,815.17

Capital Projects Fund

Check number 581775 through 581779 totaling \$305,643.80

Associated Student Body Fund

Check number 581780 through 581814 totaling \$20,430.99

Transportation Vehicle Fund

Check numbers through totaling \$

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

Certification:

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

Signature of Auditing Officer

Date

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

As of February 9, 2016, the board, by a _____ vote, approves payments, totaling \$614,889.96. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:
Warrant Numbers 581608 through 581814, totaling \$614,889.96

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

Check Nbr	Vendor Name	Check Date	Check Amount
581608	A & A MOTORCOACH	02/10/2016	3,215.00
581609	ACADEMICS ARE COOL	02/10/2016	15.00
581610	AG SUPPLY COMPANY	02/10/2016	22.19
581611	ALDEN & ASSOCIATES	02/10/2016	4,048.91
581612	ALL DOORS & HARDWARE CO	02/10/2016	1,224.92
581613	ALLIED PLUMBING AND PUMPS, LLC	02/10/2016	949.36
581614	AMERICAN PRODUCE EXPRESS, LLC	02/10/2016	3,516.20
581615	AMERIGAS	02/10/2016	752.74
581616	ANDERSON, KATHRYN E	02/10/2016	210.00
581617	APPLE COMPUTER INC	02/10/2016	8,855.05
581618	APPLE VALLEY PRINTERS	02/10/2016	130.08
581619	APPLETON, THEA CHRISTINE	02/10/2016	43.96
581620	ATHLETIC EQUIPMENT SERVICE LLC	02/10/2016	203.54
581621	BRENDER, RONDA F	02/10/2016	86.00
581622	BRYSON SALES & SERVICE	02/10/2016	2,693.68
581623	BURROWS TRACTOR INC	02/10/2016	91.46
581624	CAMPBELL, MARILEE	02/10/2016	45.00
581625	CAMPBELL, TIMOTHY J	02/10/2016	248.94
581626	CARLSON, DAVID A	02/10/2016	468.92
581627	CAROLINA BIOLOGICAL SUPPLY	02/10/2016	981.93
581628	CASCADE NATURAL GAS CORP	02/10/2016	46,960.87
581629	CERTIFIED LABORATORIES	02/10/2016	366.40
581630	CHINOOK MUSIC SERVICE INC	02/10/2016	47.70
581631	CINTAS CORPORATION	02/10/2016	664.35
581632	CITY OF WENATCHEE	02/10/2016	7,638.95
581633	CLARIUS LANGUAGES	02/10/2016	138.00
581634	CLARK SECURITY PRODUCTS	02/10/2016	78.34
581635	CLOUDVIEW ECO FARM	02/10/2016	428.50
581636	COLUMBIA PAINT CO	02/10/2016	58.54
581637	COLUMBIA DISTRIBUTING	02/10/2016	135.00
581638	COMMUNITY GLASS	02/10/2016	455.12
581639	CONGER, DENNIS DWIGHT	02/10/2016	277.12
581640	CONSOLIDATED ELECTRICAL DISTRI	02/10/2016	2,162.40

Check Nbr	Vendor Name	Check Date	Check Amount
581641	CUMMINS INC	02/10/2016	2,264.90
581642	DAY WIRELESS	02/10/2016	655.48
581643	DEJONG, JON DAVID	02/10/2016	272.39
581644	DEMCO INC	02/10/2016	499.14
581645	DEMPSEY, JANELL MARIA	02/10/2016	579.20
581646	DEPT OF LICENSING	02/10/2016	26.00
581647	DEPT OF LABOR & INDUSTRIES	02/10/2016	28.20
581648	DIMMITT, LINDA A	02/10/2016	10.00
581649	DON SANGSTER MOTORS INC	02/10/2016	858.05
581650	DOUBLE TREE/HILTON HOTEL OLYMP	02/10/2016	178.18
581651	EADIE, KAREN R	02/10/2016	225.00
581652	EAGLE, BILL DAVID	02/10/2016	556.20
581653	EQUAL OPPORTUNITY SCHOOLS	02/10/2016	13,000.00
581654	FASTENAL COMPANY	02/10/2016	91.84
581655	FASTENERS INC	02/10/2016	9.64
581656	FOOD SERVICE OF AMERICA	02/10/2016	52,660.34
581657	FOX, LAURA JEAN	02/10/2016	40.00
581658	FRANZ FAMILY BAKERIES	02/10/2016	1,274.01
581659	GAYTLEY, ALICEN	02/10/2016	955.70
581660	GEBBERS CATTLE, LTD.	02/10/2016	221.40
581661	GOVEIA, TERRI ANN	02/10/2016	210.00
581662	GRAYBEAL SIGNS	02/10/2016	309.31
581663	HANCHEY, LISA M	02/10/2016	513.20
581664	HASTINGS	02/10/2016	474.19
581665	HELM, MARK A	02/10/2016	408.93
581666	HENDRICKSON ASSOCIATES LLC	02/10/2016	199.52
581667	HENRY SCHEIN INC	02/10/2016	393.52
581668	HERITAGE FOOD SERVICE GROUP	02/10/2016	264.57
581669	HOME DEPOT	02/10/2016	1,262.12
581670	INLAND PIPE AND SUPPLY	02/10/2016	413.86
581671	J & G DISTRIBUTING INC	02/10/2016	7,444.21
581672	JAEGER, JEFF	02/10/2016	586.20
581673	JARAMILLO, TERESA LUE	02/10/2016	142.50
581674	JELSING, PETER E	02/10/2016	291.74
581675	JERRYS AUTO SUPPLY	02/10/2016	1,247.71
581676	JOHN MARSHALL PHOTOGRAPHY	02/10/2016	75.00
581677	JOHNSON GAUKROGER SMITH &	02/10/2016	12,000.00
581678	KALAHAR, KORY G	02/10/2016	617.20
581679	KELLER SUPPLY COMPANY	02/10/2016	106.44
581680	KEYHOLE INC	02/10/2016	19.51
581681	KING COUNTY DIRECTORS ASSN	02/10/2016	22,112.07
581682	LARKIN, BARBARA LUCILE	02/10/2016	48.78
581683	LIQUIDS POWDERS & MACHINES	02/10/2016	812.43
581684	LOOKOUT BOOKS	02/10/2016	173.01
581685	LOWES HOME IMPROVEMENT	02/10/2016	1,524.51
581686	MACKIN LIBRARY MEDIA	02/10/2016	376.09
581687	MAHRE, TANYA M	02/10/2016	55.21
581688	MARSON AND MARSON LUMBER INC	02/10/2016	79.45
581689	MARTIN, JULIE A	02/10/2016	10.00
581690	MCCOURT, HEATHER G	02/10/2016	36.00

Check Nbr	Vendor Name	Check Date	Check Amount
581691	MCCUNES INSTRUMENTS	02/10/2016	153.36
581692	MCPHETRIDGE, HOLLY L	02/10/2016	469.80
581693	MID COLUMBIA FORKLIFT INC	02/10/2016	277.61
581694	MIDWEST TECH SUPPLY, INC	02/10/2016	237.60
581695	MILLIETTE, JUDY CUTLER	02/10/2016	35.94
581696	MORRISON, KIM	02/10/2016	325.00
581697	NC MACHINERY	02/10/2016	2,528.21
581698	NCCE REGISTRATION	02/10/2016	375.00
581699	NCWMEA	02/10/2016	168.00
581700	NEOFUNDS BY NEOPOST	02/10/2016	1,000.00
581701	NORTH CASCADES HEATING & AIR	02/10/2016	44.57
581702	NW ATHLETIC TRAINER ASSOC	02/10/2016	81.00
581703	NW BEARING	02/10/2016	731.73
581704	NW TEXTBOOK DEPOSITORY	02/10/2016	348.04
581705	O'REILLY AUTOMOTIVE STORES	02/10/2016	497.34
581706	ODONNELL, ANDREA M	02/10/2016	599.20
581707	OFFICE DEPOT	02/10/2016	8,797.05
581708	ORIENTAL TRADING COMPANY INC	02/10/2016	78.97
581709	OTTLEY, KELLI R	02/10/2016	86.00
581710	OXARC	02/10/2016	169.49
581711	PACIFIC SECURITY	02/10/2016	4,340.00
581712	PC & MACEXCHANGE	02/10/2016	5,452.25
581713	PERKINS, BRIAN MORGAN	02/10/2016	52.67
581714	PFLUG-TILTON, CORINNE	02/10/2016	786.70
581715	PHONAK LLC	02/10/2016	157.39
581716	PIZZA HUT	02/10/2016	87.80
581717	PLATT ELECTRICAL SUPPLY	02/10/2016	1,345.83
581718	PROSPECTOR PIES	02/10/2016	100.00
581719	PUD NO 1 OF CHELAN COUNTY	02/10/2016	1,363.21
581720	QMS	02/10/2016	1,221.77
581721	REALLY GOOD STUFF	02/10/2016	119.96
581722	REFRIGERATION SUPPLIES DISTRIB	02/10/2016	108.14
581723	RICOH USA, INC.	02/10/2016	6,901.89
581724	RIDGELINE GRAPHICS INC.	02/10/2016	61.19
581725	RIGHT! SYSTEMS INC	02/10/2016	731.70
581726	RWC GROUP	02/10/2016	6,746.31
581727	SANCHEZ, RAUL	02/10/2016	17.50
581728	SBS FOODS, INC	02/10/2016	595.21
581729	SCHETKY NORTHWEST SALES	02/10/2016	74.35
581730	SCHOOLS INSURANCE ASSOC OF WA	02/10/2016	1,000.00
581731	SCOTT, LORRAINE B	02/10/2016	93.04
581732	SHEPHERD, TAMERA J	02/10/2016	18.49
581733	SHEPPARD, TIMOTHY H	02/10/2016	237.58
581734	SIAS, KATRINA IRENE	02/10/2016	225.00
581735	SIX ROBBLEES INC	02/10/2016	2,455.18
581736	SMITH, JODI	02/10/2016	654.10
581737	STANDARD PAINT	02/10/2016	31.22
581738	STANS MERRY MART	02/10/2016	1,171.89
581739	STANTON, SUZANNE M	02/10/2016	279.69
581740	STATE AUDITORS OFFICE	02/10/2016	115.18

Check Nbr	Vendor Name	Check Date	Check Amount
581741	STOLLER, HEIDI	02/10/2016	17.90
581742	STYER-FITZGERALD PUB, INC.	02/10/2016	400.00
581743	SUPERFLYMANUFACTURING CO	02/10/2016	139.95
581744	SUPPLYWORKS	02/10/2016	6,375.57
581745	SWANSON, JAMES R	02/10/2016	510.21
581746	THACKERAY, ZANE	02/10/2016	18.00
581747	THE ACADEMY	02/10/2016	1,648.13
581748	THERAPY SHOP INC	02/10/2016	118.43
581749	TILEY, MAGGIE	02/10/2016	3.00
581750	TOBII DYNAVOX LLC	02/10/2016	15.84
581751	ULTIMATE OFFICE	02/10/2016	145.29
581752	VALDEZ, CYNTHIA	02/10/2016	210.00
581753	VERIZON WIRELESS	02/10/2016	547.11
581754	WALLEYE CARDS LLC	02/10/2016	902.88
581755	WATERS, ROBIN V	02/10/2016	6.00
581756	WEAVER, VANESSA MAYNARD	02/10/2016	368.02
581757	WEINSTEIN BEVERAGE CO	02/10/2016	752.31
581758	WEN PETROLEUM CO	02/10/2016	5,802.64
581759	WEN SAND & GRAVEL	02/10/2016	186.44
581760	WEN SMART CHOICE P S TIRE FACT	02/10/2016	159.00
581761	WEN VALLEY CHAMBER OF COMMERCE	02/10/2016	550.00
581762	WEN WORLD	02/10/2016	50.00
581763	WESCO PAINT & EQUIPMENT SUPPLY	02/10/2016	301.99
581764	WESTERN BUS SALES INC	02/10/2016	319.16
581765	WHITE, WILLIAM J	02/10/2016	39.00
581766	WHS ASB	02/10/2016	269.00
581767	WIECZOREK, KEVIN	02/10/2016	85.00
581768	WIGGS, JAMES WYATT	02/10/2016	12.53
581769	WILBUR ELLIS COMPANY	02/10/2016	273.80
581770	WSD ADMIN IMPREST	02/10/2016	81.70
581771	WSPA	02/10/2016	700.00
581772	YAKIMA VALLEY COMM COLLEGE	02/10/2016	280.00
581773	YAKSUM ORCHARD	02/10/2016	150.00
581774	ALLANA BUICK & BERS INC	02/10/2016	3,050.00
581775	APPLE CITY ELECTRIC LLC	02/10/2016	4,184.24
581776	HILL INTL INC	02/10/2016	46,104.63
581777	KING COUNTY DIRECTORS ASSN	02/10/2016	124,574.84
581778	LYDIG CONSTRUCTION INC	02/10/2016	122,451.45
581779	MENG ANALYSIS	02/10/2016	5,278.64
581780	BALDWIN, BRENDA	02/10/2016	10.00
581781	BULLIS, ROBERT W	02/10/2016	382.16
581782	CAFFE D'ARTE	02/10/2016	688.74
581783	CHINOOK MUSIC SERVICE INC	02/10/2016	746.87
581784	DOMINOS PIZZA/KONA PIES LLC	02/10/2016	286.14
581785	DRAMATISTS PLAY SERVICE INC	02/10/2016	958.20
581786	EPHRATA HIGH SCHOOL	02/10/2016	48.00
581787	GRANDVIEW SCHOOL DISTRICT 200	02/10/2016	60.00
581788	HANFORD HIGH SCHOOL	02/10/2016	175.00
581789	HERRON, BILL	02/10/2016	105.00
581790	HOBBY LOBBY	02/10/2016	30.58

Check Nbr	Vendor Name	Check Date	Check Amount
581791	ICICLE RIVER COMPANY	02/10/2016	807.63
581792	JOHNSTON, MARCIE	02/10/2016	1,300.00
581793	KIMMEL ATHLETIC SUPPLY	02/10/2016	4,356.49
581794	KING COUNTY DIRECTORS ASSN	02/10/2016	293.35
581795	KOVACH, JAMES	02/10/2016	75.01
581796	MIRABEAU PK & CONV CNTR	02/10/2016	677.28
581797	MOSES LAKE HIGH SCHOOL	02/10/2016	100.00
581798	NATL FFA ORG.	02/10/2016	1,817.89
581799	NCWMEA	02/10/2016	2,660.00
581800	OFFICE DEPOT	02/10/2016	54.40
581801	OMNI CHEER	02/10/2016	481.98
581802	OMS ASB IMPREST	02/10/2016	65.02
581803	PASCO HIGH SCHOOL	02/10/2016	150.00
581804	PINS AND NEEDLES	02/10/2016	8.67
581805	PIO ASB IMPREST	02/10/2016	65.45
581806	R & S VENDING	02/10/2016	227.50
581807	RICH CRIGLER DBM INC	02/10/2016	180.00
581808	SILVERDALE BEACH HOTEL	02/10/2016	863.33
581809	SOUTHEASTERN PERFORMANCE APP	02/10/2016	306.88
581810	VILLAGE INN & SUITES	02/10/2016	624.50
581811	WEN WORLD	02/10/2016	922.48
581812	WHS ASB IMPREST	02/10/2016	363.00
581813	WIAA	02/10/2016	294.10
581814	WSD	02/10/2016	245.34

207 Computer Check(s) For a Total of 614,889.96

	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
	207	Computer	Checks For a Total of	614,889.96
Total For	207	Manual, Wire Tran, ACH & Computer	Checks	614,889.96
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	614,889.96

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-538.79	467.50	288,886.46	288,815.17
20	Capital Projects	0.00	0.00	305,643.80	305,643.80
40	Associated Stude	-25.78	0.00	20,456.77	20,430.99

Jan 27, 2016



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 0 through 0 totaling \$0

Capital Projects Fund

Check number 581607 through 581607 totaling \$8000.00

Associated Student Body Fund

Check number 0 through 0 totaling \$0

Transportation Vehicle Fund

Check numbers through totaling \$

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

Certification:

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

Signature of Auditing Officer

Date

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

As of January 27, 2016, the board, by a _____ vote, approves payments, totaling \$8,000.00, ~~and voids/cancellations, totaling \$185.00.~~ The payments ~~and voids~~ are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:
Warrant Numbers 581607 through 581607, totaling \$8,000.00
Voids/Cancellations, totaling \$185.00

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

Check Nbr	Vendor Name	Check Date	Check Amount
581607	CENT WA TITLE SERVICE INC	01/28/2016	8,000.00
1	Computer	Check(s) For a Total of	8,000.00

February 9, 2016 Board Meeting

Submission Summary Form for District Contracts

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



Date	New or Renewal or Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
11/16/15	New	No	Chelan County Regional SWAT	Intelocal Agreement - SWAT team training on vacant WSD Properties	N/A Budget Code N/A	Upon Approval until cancelled	Gregg Herkenrath	Yes	No
01/29/16	New	No	WSSDA	Board Training/Workshop	\$700 Budget Code 9700 11 7000 000	2/16/19	Jennifer Talbot	Yes	Yes
01/28/16	New	No	Numberica Performing Arts Center	Ticket Sales for Spring Sale	4% of gross ticket sales Budget Code 402-4490	2/1/16 - 3/19/16	Paul Atwood	Yes	No
01/20/16	Revision	No	The DOH Associates, PS Architects and Planners	WWTSC 10 Year Captial Plan	additional not to exceed \$10000 Budget Code 4500 64 7000 545	Upon Approval until cancelled	Peter Jelsing	Yes	Yes
02/03/16	New	No	Wenatchee Valley Mall	Apple Ette Dance Team Bake Sale & Face Painting Fundraiser	N/A Budget Code N/A	3/13/16	Jim Beeson	Yes	No
02/03/16	New	No	ThyssenKrupp Elevator Corporation	Over Speed Vave Test US136116/Elevator #1	\$2,500 Budget Code 9700 64 7000 000	To be Scheduled in April 2016	David Yancey	Yes	Yes
01/26/16	New	No	Rent Me Storage, LLC	Storage Unit at Walla Walla Point for FastPitch Season	\$581 Budget Code 402-2208	2/23/16 - 5/30/16	Jim Beeson	Yes	Yes
01/25/16	New	No	Rent Me Storage, LLC	Storage Unit for Lincoln Elementary Cap Improvement Project	\$1,910 Budget Code 1413 22 5000 100	1/15/16 - 3/15/17	Gregg Herkenrath	Yes	Yes
01/26/16	New	No	Rent Me Storage, LLC	Storage Unit for Track & Field	\$434 Budget Code 402-2235	2/29/16 - 5/26/16	Jim Beeson	Yes	Yes

Contract Coversheet (Non-Federal) Request Board Approval

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
11/16/15	New	Chelan County Regional SWAT	<i>Inter local agreement</i> Release and waiver of liability for SWAT Team Training in vacant WSD properties	N/A	upon approval until WSD terminates for demolition purposes	Gregg Herkenrath	 No	No	
			Budget Code			I have read this contract and recommend it for board approval. 			
			N/A	Initial 11/16/15 Date					

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

Agency Name Chelan County Regional SWAT Team (Sheriff's Office)
 Attention: Justin Kissel
 Street address or PO Box 401 Washington Street
 City, State, Zip Code Wenatchee, WA 98801
 Email Address sheriff@co.chelan.wa.us
 Phone Number (509) 667-6851

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

Volunteer Release and Waiver of Liability attached which was requested by WSD for the use of SWAT Team training within WSD vacant properties (see approved resolution 03-15) already declared surplus and authorized for demolition.

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

Reviewed by Attorney _____

Signature

Requires Edits? _____

**INTERLOCAL AGREEMENT
BETWEEN
WENATCHEE SCHOOL DISTRICT NO. 246
AND
CHELAN COUNTY REGIONAL SWAT TEAM**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into the last date below, by and between the Wenatchee School District No. 246 ("District"), a municipal corporation, and the Chelan County Regional SWAT Team ("SWAT Team"), a multi-agency tactical response team. The District and the SWAT Team are sometimes referred to individually as a "party" or together as the "parties," as follows:

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW), and they wish to enter into an agreement pursuant to the Interlocal Cooperation Act.

WHEREAS, the District is located within the area that is served by the SWAT Team.

WHEREAS, the District owns two lots, which have vacant buildings located thereon, at:

- A. 1493 Okanogan Ave., Wenatchee, Washington; and
- B. 4500 Saturday Ave., Malaga, Washington

(collectively "Property").

WHEREAS, pursuant to Resolution 03-15, adopted by the District's Board of Directors on May 12, 2015, the Property has been deemed surplus property.

WHEREAS, the SWAT Team desires to utilize the Property for training of SWAT Team members.

WHEREAS, for the mutual benefit of the parties and to conserve public funds, it is convenient and economical for the SWAT Team to utilize the Property for training of SWAT Team members.

NOW, THEREFORE, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to authorize the SWAT Team to use the Property for training of SWAT Team members.

2. Administration.

2.1 No separate legal or administrative entity is created by this Agreement.

2.2 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the Superintendent of the District.

2.3 The following shall be the parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

District: Superintendent
Wenatchee School District No. 246
235 Sunset Ave.
Wenatchee, WA 98801
509-663-8161

SWAT Team: _____
Chelan County Regional SWAT Team

Wenatchee, WA 98801
509-_____ - _____

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the parties; and

3.1.2 Posting of this Agreement with the each of the parties websites.

3.2 This Agreement shall remain in effect until terminated as provided for herein.

3.3 Either party may terminate the Agreement by giving ten (10) calendar days written notice thereof to the other party.

3.4 Notice of intent to terminate this Agreement shall be served personally or by certified mail, return receipt requested, postage prepaid. Notice shall be effective starting on the date of the receipt. If service is done by certified mail, receipt shall be deemed to have occurred on the third business day after mailing.

3.5 Upon termination of this Agreement, the SWAT Team shall immediately, but no later than thirty (30) days after the effective date of termination, retrieve any personal property at the Property.

4. Use of the Property.

4.1 District grants to the SWAT Team a license to use, subject to all of the terms and conditions of this Agreement, the Property for the purpose of training SWAT Team members ("License").

4.2 The Property may be occupied and used by the SWAT Team solely for the purpose stated herein and for incidental purposes related to such use during the term of this Agreement.

4.3 The SWAT Team agrees to make no illegal or improper use of the Property.

4.4 The License does not include:

4.4.1 The storage of firearms or ammunition;

4.4.2 The storage or manufacturing of any "Controlled Substance" or "Narcotic" as those terms are defined by federal or state law;

4.4.3 The storage of perishable goods;

4.4.4 The use or storage of bio-hazard materials, including any container that may contain bio-hazard materials such as syringes;

4.4.5 The use or storage of any hazardous materials; or

4.4.6 The ability or right to make any alterations to the Property.

4.5 The SWAT Team shall at the SWAT Team's expense, maintain general liability insurance insuring against any and all claims for injury to or death of persons and damage to property occurring upon or about the Property. Such insurance shall have liability limits of not less than \$1,000,000.

5. Financing, Budget and Expenses.

No separate budget or financing method is created by this Agreement.

6. Acquired Property.

6.1 The parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6.2 Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

7. Maintenance and Audit of Records.

7.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

7.2 These records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law.

7.3 Each party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law.

8. Legal Relations.

8.1 The parties agree that the SWAT Team's relation to the District shall be at all times under this Agreement as an independent contractor. Employees of the District are and will remain employees of District. Employees of the SWAT Team are and will remain employees of their respective agency.

8.2 The SWAT Team agrees that the District shall not be liable for any claims for death of or injury to persons or damages to or destruction of property sustained by the SWAT Team, its members, licensees, invitees, or by any other person in or upon the Property, including without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the Property unless such damage is caused by the sole negligence of the District. The SWAT Team further agrees to defend, indemnify, and hold harmless the District and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from the SWAT Team's use of the Property or performance under the License, except for injuries and damages caused by the sole actions of the District.

9. Enforcement.

9.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the parties agree that before taking any court action or seeking any other legal remedy, the parties' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

9.3 The Chelan County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

9.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

10. Applicable Laws.

The parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any party or its legal counsel.

11.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other party.

12. Waiver of Breach.

The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

13. Recitals.

The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

14. Severability.

In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

15. Posting of the Agreement.

Pursuant to RCW 39.34.040, this Agreement shall be posted and listed by subject on each party's web site prior to its becoming effective.

16. Entire Agreement.

16.1 This Agreement contains all the terms and conditions agreed upon by and between the parties.

16.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

16.3 No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16.4 Any modification of this Agreement must be in writing and executed by both parties.

16.5 This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the dates below.

WENATCHEE SCHOOL DISTRICT NO. 246

CHELAN COUNTY REGIONAL SWAT
TEAM

By _____

By _____

Its: _____

Its: _____

Date: _____

Date: _____

**VOLUNTEER RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT FOR SWAT TEAM TRAINING**

Location of Training: WENATCHEE SCHOOL DISTRICT PROPERTY

Date of Training: ON-GOING

In consideration for being able to participate in the SWAT Team training at the location and date above, the undersigned:

1. HEREBY RELEASES, WAIVES, AND DISCHARGES the City of Wenatchee, Wenatchee Police Department, its officers, directors, employees, and agents, and the Chelan County Sheriff's Office, its officers, directors, employees, and agents (collectively "Releasees") from all liability to the undersigned for any and all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in the death of the person of the undersigned arising out of or relating to the SWAT Team training.

2. HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my participation in the SWAT Team training.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE arising out of or related to the SWAT Team training.


4. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE SWAT TEAM TRAINING MAY BE DANGEROUS. The activities of the SWAT Team training involve the risk of serious injury and/or death and/or damage to persons or property.

5. HEREBY AGREES THAT THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT EXTENDS to all acts of negligence by the Releasees and is intended to be as broad and as inclusive as is permitted by the laws of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

6. HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BINDS the undersigned's agents, assigns, heirs, executors, successors, and administrators.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

10/22/15
Date


(Signature)
JUSTIN C. KISSEL
(Printed Name)
CHELAN COUNTY
REGIONAL SWAT-TC

PARENTAL AGREEMENT AND INDEMNIFICATION

IF THE ABOVE-NAMED PERSON IS UNDER EIGHTEEN (18) YEARS OF AGE, THIS SECTION MUST BE COMPLETED BY A PARENT OR GUARDIAN.

As the parent or lawful guardian of the above-named minor, I give permission to my child or ward to be a participant in the SWAT Team training. I have read and understand the above RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and on my behalf and on the behalf of my child or ward, I agree to all terms contained in the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and I specifically agree to release, indemnify, save and hold harmless Releasees with respect to any and all claims that may arise from my child's or ward's participation in the SWAT Team training.

Date

(Signature)

(Printed Name)

RESOLUTION NO. 03-15

DECLARATION OF REAL PROPERTY SURPLUS

WHEREAS, Wenatchee School District No. 246 ("the School District"), is the owner of the following described real properties ("the properties") on which stand vacant homes and structures:

- 1. 1493 Okanogan Ave.**
- 2. 4500 Saturday Ave.**

WHEREAS, there is situated on each of the properties one house and varying outbuildings and other structures, as well as and all fixtures and contents remaining ("the structures");

WHEREAS, the structures on the properties are currently vacant, including all fixtures and contents remaining, and have no foreseeable use to the district;

WHEREAS, the structures and are in conditions that preclude occupancy by tenants;

WHEREAS, the cost to renovate the structures far exceeds the benefits to the district;

WHEREAS, the presence of vacant houses and outbuildings on district owned property present an attractive nuisance, a risk of liability, and a detrimental impact on the surrounding neighborhood;

WHEREAS, the School District desires to designate the structures on the subject property as surplus, real property for the purpose of eventual demolition of the structures on the subject property; and

NOW THEREFORE, be it resolved by the Board of Directors of Wenatchee School District No. 246 as follows:

The School District has no use for "the structures" on the properties.

- 1. The School District deems it necessary to demolish "the structures";**
- 2. The School District hereby designates "the structures" including all fixtures and contents remaining as surplus.**

RESOLUTION NO. 03-15

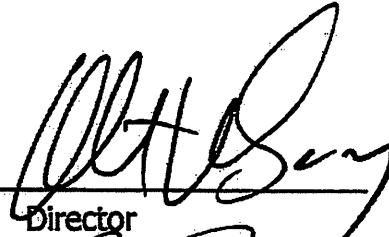
DECLARATION OF REAL PROPERTY SURPLUS

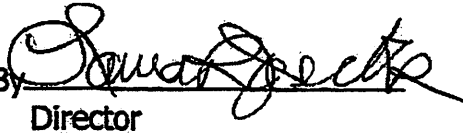
3. The School Board authorizes the demolition of "the structures".

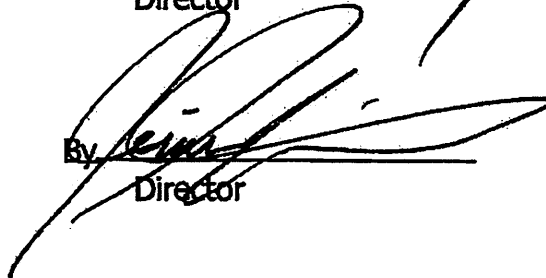
ADOPTED at a regular open meeting of the Board of Directors held on May 12, 2015.

WENATCHEE SCHOOL DISTRICT NO. 246

By _____
Director

By 
Director

By 
Director

By 
Director

By _____
Director

Attest:



BRIAN L. FLONES
Secretary/Superintendent

Contract Coversheet (Non-Federal) Request Board Approval

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
01/09/16	New	WSSDA	Board Training/Workshop	\$700	2/16/19	<u>Jennifer Talbot</u>		Yes	This is decided at the district office.
				Budget Code		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: Leadership Development
 Street address or PO Box 221 College St. NE
 City, State, Zip Code Olympia, WA 98516-5313
 Email Address C.Lauderdale@wssda.org
 Phone Number 360-252-3006

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

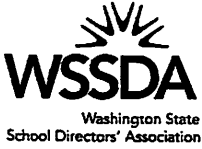
If this is a revision, what has changed?

A training / workshop for the board, contract services.

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

Reviewed by Attorney _____
 Signature

Requires Edits? _____



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 16, 2016

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



 District Superintendent

1-29-16

 Date

WASHINGTON STATE
 SCHOOL DIRECTORS' ASSOCIATION

 Dr. Alan Burke, Executive Director

 Date

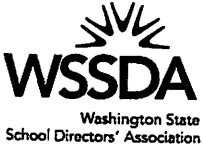
Please return two signed originals.

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



WSSDA LEADERSHIP DEVELOPMENT SERVICES AGREEMENT

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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 16, 2016

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

[Signature]
District Superintendent

1-27-16
Date

WASHINGTON STATE
SCHOOL DIRECTORS' ASSOCIATION

Dr. Alan Burke, Executive Director

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

Contract Coversheet (Non-Federal) Request Board Approval

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required ?	Attorney Review Required?
01/28/16	New	Numerica Performing Arts Center	Ticket Sales for Spring Play	4% of gross ticket sales	February 1, 2016- March 19, 2016	<u>Paul Atwood</u>		no	
				Budget Code		<small>I have read this contract and recommend it for board approval.</small> <u>P.A.</u>			
				402-4490		<small>Initial</small> <u>PA</u> <small>Date</small> <u>1/29/16</u>			

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

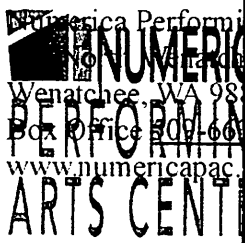
Contract Details (Give a brief description of the contract):

Agency Name Numerica Performing Arts Center
 Attention: _____
 Street address or PO Box 123 North Wenatchee Avenue
 City, State, Zip Code Wenatchee WA 98801
 Email Address _____
 Phone Number 509-663-2787

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

Reviewed by Attorney _____
 Signature

Requires Edits? _____

 Numerica Performing Arts Center at the Stanley Civic Center
123 N. Wenatchee Avenue
Wenatchee, WA 98801
Box Office 809-669-2787
www.numericapac.org

BOX OFFICE CONTRACT

THIS AGREEMENT ("Agreement") is made and entered into by and between The Supporters of the Center, Inc., a Washington non-profit corporation, d/b/a Numerica Performing Arts Center (hereinafter referred to as "PAC"), and Wenatchee High School Drama Club (hereinafter referred to as "Group") both of whom may hereinafter collectively be referred to as the "Parties."

RECITALS

WHEREAS, PAC owns and manages the performing arts facility known as the Numerica Performing Arts Center at the Stanley Civic Center located at 123 N. Wenatchee Avenue, Wenatchee, Washington (hereinafter referred to as the "Theatre") which includes box office facilities;

WHEREAS, Group desires to utilize the Theatres box office facilities for purpose identified in the Box office Form (hereinafter referred to as the "Event"), a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by this reference.
2. **Marketing and Contact Information.** The Group shall include the following on all marketing materials:

It is recommended that this information is included on all marketing material:

Numerica Performing Arts Center Box Office
509-663-ARTS (2787)

www.numericapac.org

123 North Wenatchee Avenue, Wenatchee, WA 98801
Box Office Hours: 10:00 PM – 5:30 PM, Monday – Friday

3. **Fee Schedule.** Group shall pay to the PAC 4 % of the gross ticket sales for the Event and \$ 0.20 per ticket printed. For customers ordering ticket(s) over the phone or on the web site, an additional charge of \$2.00 per ticket plus a \$3.00 mailing/\$2.00 will call fee will be charged to the buyer. A \$1.00 per ticket online and a \$1.50 per order by phone will also be incurred by the buyer. A \$1.00 per ticket fee will be charged to exchange or reprint a ticket due to loss or theft.
4. **Refund Policy.** All tickets are printed “All Sales final, no refunds or exchanges.” No refund shall be granted for ticket purchases. The PAC will accommodate exchanges within the same event, but will not exchange for different events. Refunds will not be given for an exchange of lesser value than the original purchase amount. The PAC shall not hold tickets that have not been paid for. A credit card may be used to purchase over the phone.
5. **Box Office.** The PAC shall have sole and exclusive right to sell tickets, control, and supervise the box office and its personnel pursuant to its normal operating procedures, and all Receipts shall be under control, disposition and supervision of PAC. All tickets or other documents evidencing or affecting the right of admission to the premises shall be ordered by PAC, and Group warrants that it will not order, distribute, or issue same without PAC’s express prior written consent. Persons two years and older are required to have a ticket for the Event. No marketing or sales shall be conducted until such time as the Box Office Form has been completed and approved by the PAC. PAC reserves the right to retain a copy of all box office records for its own marketing purposes. Any mailing lists released to Group shall be for the sole purpose of promoting the Event or like events, and said list shall not be sold or otherwise distributed. Any patron requesting to be removed from the mailing list shall be removed immediately therefrom. **Box Office hours shall be 10:00 to 5:30 PM, Monday through Friday, not including Federal holidays, and 90 minutes prior to event start time. These hours may change at any time. Online ticket sales will conclude not more than three (3) hours prior to event start time, unless otherwise noted.**
6. **Receipts.** Receipts shall, as used herein, mean all monies received in respect of the engagement from the sale of tickets less admissions and other taxes, if any, and less broker’s fees, commissions, and discounts, if any, payable in respect of such monies. Application of the Receipts in accordance with this Agreement shall not be made until after the conclusion of each performance. The Receipts of each engagement shall be ascertained by a statement of the sale at the Theatre box office, to be prepared by PAC. The PAC is authorized in its sole discretion to accept, in payment for tickets, personal checks, money orders, credit cards or other conventional orders for the payment of funds. All losses in the event of nonpayment or otherwise in connection with any such personal checks, money, orders, credit cards or orders for the payment of funds, shall be deemed to reduce the Receipts. PAC shall have the right to commingle Receipts with PAC’s other ticketing funds until such time as settlement is made in accordance herewith. PAC shall have the right to deposit Receipts with a bank or invest same and any increments, interests, or profits earned thereon shall be and remain the sole property of PAC and Group shall not be entitled to participate therein.
7. **Settlement.** Final settlement shall be completed within a reasonable time and final payment shall be made to Group in lawful money of the United States issued on a PAC company check after Group completes the Event. Additional charges may apply to any special payment arrangements.
8. **Lien.** PAC shall have the first lien against Receipts and for all unpaid fees. PAC is empowered to withhold funds from Receipts for all such items.

9. **Attorney's Fees.** In the event it is necessary for any party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party or parties shall be entitled to compensation from the other parties for its reasonable attorney's fees and costs. In the event of arbitration or litigation regarding any of the terms of this Agreement, the substantially prevailing party or parties shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the arbitrator or court, to be paid by the other party or parties.

10. **Governing Law; Venue.** This Agreement is governed by the laws of the state of Washington. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.

11. **Interpretation.** This Agreement and any other documents related to it will be interpreted in a fair and neutral manner, without favoring one Party over the other. No provision of this Agreement or any other document related to it will be interpreted for or against any party because the provision was drafted by the party or its legal representative.

12. **Amendment, Modification, or Waiver.** No amendment to this Agreement shall be binding upon either party unless set forth in writing or confirmation signed by both parties hereto. No purported oral modification, wavier or rescission of this Agreement by an employee or agent of the Parties shall operate as a modification, waiver, or rescission of any of the provisions of this Agreement. No course of prior dealing, usage or trade or course of performance shall be used to modify, supplement or explain any terms of this Agreement.

13. **Severability.** If a court of competent jurisdiction finds any provision in this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

14. **Force Majeure.** If the performance of any part of this contract by the Parties is prevented, hindered or delayed by reason of any cause or causes beyond the control of the Parties, as the case may be, and which cannot be overcome by due diligence, the party affected shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, during the continuance of any such happening or event, and this contract shall be deemed suspended so long as and to the extent that any such cause prevents or delays its performance. The party claiming to be affected thereby shall give notice to the other party within a reasonable time after the happening thereof of the nature and extent of any force majeure condition claimed to exist and the terms and conditions of this paragraph shall not become operative unless such notice has been given.

15. **Notice.** Wherever under this Agreement provision is made of any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, postage prepaid, addressed to the address set forth herein below:

The Numerica Performing Arts Center At the Stanley Civic Center 123 N. Wenatchee Avenue Wenatchee, WA 98807	Wenatchee High School
	1101 Millcreekdale
	Wenatchee, WA 98801
	Attn: Paul Atwood

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

17. **Binding Nature of Agreement; No Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

18. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

19. **Authority.** Both Parties to this Agreement represent and warrant that they have full authority to enter into and be bound by this Agreement. The Parties further represent and warrant to each other that the person/officer signing this Agreement has the necessary authority to do so, and has the authority to bind the Party on whose behalf he is signing to perform its duties and obligations under this Agreement.

20. **Gender, Etc.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

21. **Counterpart Signatures.** This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted electronically shall be deemed valid execution of this Agreement and binding on the parties.

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT A

BOX OFFICE FORM

NUMERICA PERFORMING ARTS CENTER BOX OFFICE FORM

Please Note: This information will be used for event marketing and internal PAC communication and may be made available to the public upon request.

CONTACT NAME: Jill Sheets

ADDRESS: 600 Lowe St.

CITY: Wenatchee STATE: WA ZIP: 98801

PHONE 1: 509 885-0352 PHONE 2: _____

EMAIL: jillcsheets@gmail.com

EVENT DETAILS

TITLE OF EVENT: The Man Who Came To Dinner

DATE/S: March 10, 11, 12 + 17, 18, 19

SPONSORED/PRESENTED BY: WHS Drama Club

VENUE (circle): PAC Other:
WHS Auditorium

EVENT TYPE (circle): Concert Lecture Dance Theatre Other:

PERFORMANCE DETAILS

TOTAL RUNNING TIME (with intermission): approximately 2:00

INTERMISSION (circle): Yes No If Yes, LENGTH OF INTERMISSION: 15. minute

EVENING PERFORMANCE (Date/s): 3/10, 11, 12, 17, 18, 19 Start Time: 7:30

MATINEE PERFORMANCE (Date/s): 3/12 + 19 Start Time: 2:00

Please note: Box office must be informed immediately of any changes in this schedule

Will you be videotaping the show? YES _____ NO ✓

If yes, please indicate where you want seats blocked off:

THEATRE AREA	ROW	SEAT #
Main Floor Rear Center		
Next to Sound Booth		
Main Rear Right		
Main Rear Left		
Balcony Wing Right		
Balcony Wing Left		
Other		

TICKET DETAILS

TICKETING TYPE (circle): General Admission Reserved Seating

MAXIMUM CAPACITY (circle): 535 other: _____ Estimated Attendance: _____

TICKET SALES BEGIN (date): 2/1/15 INTERNET (date): 2/1/15

COMPLIMENTARY TICKETS (total): 30

Please check those which apply below:

- *All tickets are the same price.
- *Tiered pricing for this event. Please indicate pricing structure below and on attached seating chart.
- *Manner of ticket delivery (circle all desired):

Box office

print-at-home

mobile delivery

will call

mail

TIERED TICKET PRICING OPTIONS (Price per ticket)

Category	Detail	Ticket Price
BY AGE		
Adult		\$ 10
Seniors	62 and over?	\$ 5
Student	What level student?	\$ 5
Child	Age applicable?	\$ 5
BY THEATER AREAS		
Section 1		\$
Section 2		\$
Section 3		\$
BY PURCHASE TIME		
Advance Ticket Price		\$
At-the-Door Ticket Price		\$

all

* Artist Holds, Equipment Placement, Sponsor and Complimentary tickets or any tickets held from public sale shall be indicated and marked on your seating chart

BOX OFFICE FEES

*BOX OFFICE COMMISSION (Gross Sales): For-Profit: 6% Non-Profit: 5% Education: 4%

*PRINTING FEE (Per Ticket): For-Profit: \$0.27 Non-Profit & Education: \$0.20

*CUSTOMER: Phone \$2 per ticket, \$3 mailing/\$2 Will-Call, \$1.50 phone fulfillment fees apply. On-line \$2.00 per ticket, \$3 mailing/\$2 Will-Call, \$1 on-line fulfillment fees apply.
Reprint Fee: \$1 per ticket exchanged or reprinted due to loss or theft.

BOX OFFICE POLICIES

All tickets are required to be sold through the PAC box office only, unless otherwise agreed upon. Persons two years and older are required to have a ticket to attend a ticketed event.

All ticket sales are non-refundable. Upon discovery of Box Office error, the ticket may be refunded. Tickets must be paid in full at the time of purchase. The PAC does not "hold" or "reserve" tickets to be paid at a later time. Exchanges will be accommodated within the same event only. If an exchange results in the customer selecting a seat of lesser value than the original purchase, there are no refunds, as above. The dollar amount above the new ticket cost will be recorded as a donation to the organization presenting the event. Ticket sale information will only be released to authorized individual(s), named below. Information will be provided by the Executive Director and/or the Office Manager, only. Please do not request information from PAC volunteers or support staff.

Ticket revenues will be audited and remitted to you post-event. If you are renting the PAC, please refer to the Receipt Policy and Revenue Disbursements in the Venue Use Contract. Other arrangements require a contract rider.

AUTHORIZATION

Please list any individuals who are authorized to make changes to this agreement, attain sales reports or request a release of tickets. *We will not release sales figures or tickets to any person not listed below.*

1. **NAME:** Jill Sheets

TITLE: Producer

PHONE: 509-885-0352

2. **NAME:** Kelly Atwood

TITLE: Artistic Director

PHONE: 509-421-1932

3. **NAME:** Erin McFann Tammy Walters

TITLE: Ticket Chair 509-663-8117

PHONE: 509-393-1106

Initial if the person who signs this contract is the only person who may make changes, attain sales reports or request tickets.

If ticket reimbursement check should be mailed to someone other than the contact person, please state below:

NAME: Tammy Walters

ADDRESS: 1101 Millerdale

CITY: Wenatchee **STATE:** WA **ZIP:** 98801

EMAIL: Walters.T@wenatcheeschools.org

PHONE: 509 663-8117

PAC Box Office reserves the right to retain a copy of all box office records for PAC marketing purposes.

Financial information will be kept confidential. By signing this agreement, it is agreed that any mailing lists released to you will be for the sole purpose of promoting arts and entertainment events, and said list will not be sold or otherwise distributed. You are obliged to remove patrons from the mailing list who have requested you do so.

events, and said list will not be sold or otherwise distributed. You are obliged to remove patrons from the mailing list who have requested you do so.

Authorizing Signature

Date

PAC Executive Director

Date


**To view your promoter information on-line
please request your password from the Office Manager.**

Contract Coversheet (Non-Federal) Request Board Approval

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
01/20/16	Renewal	The DOH Associates, PS Architects and Planners	DOH will continue to help in assisting create 10 year Capital Plan, Major works Plan and Minor Works Plan for the 2017-2019 Biennium. These plans are required and help determine funding for programs and facilities at WWTSC.	\$10,000	See Below	<i>Peter Jelsing</i>			
				Budget Code		I have read this contract and recommend it for board approval.			
				4500 64 7000 545		<small>Initial</small> <i>1-21-16</i> <small>Date</small>			

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

Agency Name: The DOH Associates, PS
 Attention: Paul R. Coppock, AIA
 Street address or PO Box: 7 N. Wenatchee Ave. Suite 500
 City, State, Zip Code: Wenatchee, WA. 98801
 Email Address: p_coppock@doharchitects.com
 Phone Number: 509-662-4781

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

The proposal is to continue services to assist in submitting projects to OSPI for the upcoming biennium. The recommendation is to increase the fee to \$10,000, plus reimbursables to cover the cost of the work. The work will be at an hourly rate and we will be advised of any changes that may impact the fee.

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

Reviewed by Attorney _____

Signature

Requires Edits? _____



The DOH Associates, PS
ARCHITECTS and PLANNERS

7 N. Wenatchee Avenue, Suite 500 Wenatchee, Washington 98801
Telephone (509) 662-4781 Facsimile (509) 663-3253

January 20, 2016

Wenatchee Valley Tech
327 E. Penny Road
Wenatchee, WA 98801

**Subject: 1404 Facility Expansion &
Improvements**

Attention Mr. Peter Jelsing, Director:

Attached is Amendment #1 to our Agreement. As you may know our selection for the project came to late to make the deadline to submit our projects for the 2015-17 Biennium. We did work to complete the 10 Year Capital Plan prior to May of 2015, submitted items for the Minor Works funding cycle and updated the plan for the 2017-19 Biennium.

We are proposing to continue our services to assist you in submitting projects to OSPI for the upcoming biennium. We recommend increasing our fee \$10,000, plus reimbursables to cover our costs for this work. We will continue to work hourly and advise you of any changes that may impact our fee. I would also recommend that we meet to review what is needed to start the required Pre-Design for Phase 2. We should also review the completion level of Phase 1 documents for the stairs, elevator and circulation in Building B.

If the proposal is acceptable, please sign both copies of the attached amendment and return one copy for our records. Please call me at your convenience if you have any questions.

Sincerely,
THE DOH ASSOCIATES, PS

Paul R. Coppock, AIA
Principal

cc: G. Herkenrath, WSD
enclosure

AMENDMENT - 1

January 20, 2016

to original **ARCHITECTURAL SERVICES AGREEMENT** dated January 28, 2014 by and between:

Wenatchee School District #246

and

The DOH Associates, PS, Architects and Planners

A Change in Service:

With reference to Article 11, Compensation for Additional Services, the Architect shall modify the scope of the project to include Minor Works and Major Works Projects Funding Application assistance for the 2017-2019 Biennium.

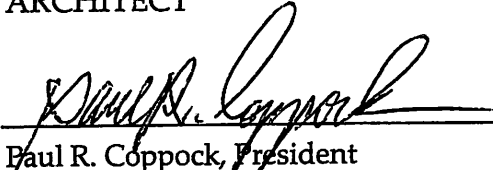
Compensation as outlined in paragraph 11.2 will be adjusted to include an additional not-to-exceed fee of \$10,000, plus reimbursable expenses.

This Amendment is agreed to as of the date first written above.

OWNER

ARCHITECT

Mr. Brian Fones, Superintendent
Wenatchee School District #246



Paul R. Coppock, President
The DOH Associates, PS



The DOH Associates, PS
ARCHITECTS and PLANNERS

7 N. Wenatchee Avenue, Suite 500 Wenatchee, Washington 98801
Telephone (509) 662-4781 Facsimile (509) 663-3253

Original Contract

Date: January 16, 2014

LETTER OF TRANSMITTAL

To: Mr. Jon Torrence
Wenatchee Valley Tech
327 East Penny Road
Wenatchee, WA 98801

cc:

Project: Wenatchee Valley Tech
FACILITY EXPANSION and IMPROVEMENT

Job Number: #1404

We are sending you:

no:	description:	dated:
2	Owner/Architect Agreement, AIA Document B101	1/28/14

Remarks: For Brian Flonex's Signature.

The DOH Associates, PS

BY: *Paul*
Paul Coppock



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-eighth day of January in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Wenatchee School District #246
235 Sunset Avenue
P.O. Box 1767
Wentchee, Washington 98807

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

The DOH Associates, PS
7 N. Wenatchee Avenue, Suite 500
Wenatchee, Washington 98807

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

Wenatchee Valley Technical Skills Center Facility Expansion and Improvement
10 year Capital Plan Development and Updates
Minor Works Project(s) Funding Applications and Basic Services
Major Works Project(s) Funding Application and Basic Services

The Owner and Architect agree as follows.

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

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

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Paragraph deleted)

The Project is for the work identified as Phase 2 and 3 in the 10 year Capital Plan for Wenatchee Valley Technical Skills Center, dated 11-30-11. Modifications to the Scope of the project will be based on updates to the Plan submitted on 12-31-13 and subsequent updates completed as an initial phase of these services

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Commencement dates will be established through the course of the project and may include Minor Works projects bid at separate times from the Major Works projects. Dates are contingent upon funding.

- .2 Substantial Completion date:

To be determined.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services, exclusive of telecommunications. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services through the course of the project as determined necessary by the Architect and the Owner, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
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(Rows deleted)

- 4.1.1 Programming, Pre-Design, Master Planning, 10 year Capital Plan Development
- 4.1.2 Multiple preliminary designs
- 4.1.3 Measured Drawings
- 4.1.4 Existing facility surveys
- 4.1.5 Site evaluation and planning
- 4.1.6 Building information modeling
- 4.1.7 Specific drawing file formats
- 4.1.8 Civil engineering
- 4.1.9 Landscape design
- 4.1.10 Architectural Interior Design
- 4.1.11 Value Analysis
- 4.1.12 Detailed cost estimating
- 4.1.13 On-site project representation
- 4.1.14 Conformed construction documents
- 4.1.15 As-Designed Record drawings
- 4.1.16 As-Constructed Record drawings
- 4.1.17 Post occupancy evaluation
- 4.1.18 Facility Support Services
- 4.1.19 Tenant-related services
- 4.1.20 Coordination of Owner's consultants
- 4.1.21 Telecommunications/data design
- 4.1.22 Security Evaluation and Planning
- 4.1.23 Commissioning

- 4.1.24 Extensive environmentally responsible design
- 4.1.25 LEED Certification
- 4.1.26 Fast-track design services
- 4.1.27 Historic Preservation
- 4.1.28 Furniture, Furnishings, and Equipment Design
- 4.1.29 Fire Suppression Systems
- 4.1.30 Funding Applications

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Architect shall provide Additional Services to update the 10 year Capital Plan and submit funding applications on behalf of the client.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 One weekly visit to the site, on average, by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the Design Development services covered by this Agreement have not been completed within 12 (twelve) months of the date of the funding is available, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. Any termination of this agreement prior to completion of the project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of the Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing licensed shall be deemed terminated and replaced by a second, nonexclusive license as defined ins Section 7.3.1.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement under Section 9.4 or 9.5.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7..

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

The fee will be based on the percentage established using the A/E Fee Schedule issued by the Washington State Office of Financial Management, see Exhibit A. The appropriate percentage will be selected from the appropriate Maximum Allowable Construction Cost (MACC) and the fee percentage listed under Schedule B, plus 2% for the remodel nature of the work.

The MACC for Schematic Design shall be based on the 10 year Capital Plan cost estimate developed as a part of these services, or in the case of Minor Works the MACC shall be as determined in the C-100 submittal for funding purposes. The fee shall be 13% of the fee percentage determined in the manner above.

The MACC for the remaining Basic Services shall be based on the Cost Estimate established during Schematic Design, or in the case of Minor Works the MACC shall be as determined in C-100 submittal for funding purposes. The fee shall be the remaining 87% of the fee percentage determined in the manner above.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

10 year Capital Plan and Scoring Updates for 2014: hourly, plus reimbursables

2013-2015 Biennium

Minor Works project identification and preparation for funding application: hourly plus reimbursables.

Work noted above not to exceed \$23,500, plus reimbursables without written approval of the Owner's Representative.

Future Funding Cycles

Minor Works associated with the 10 year Capital Plan, project identification and preparation for funding application: hourly, plus reimbursables.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

Hourly per the Architect's or Consultant's current Hourly Rate Schedule.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	thirteen	percent (13	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	thirty six	percent (36	%)
Bidding or Negotiation Phase	four	percent (4	%)
Construction Phase	twenty seven	percent (27	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are attached as Exhibit B. Hourly billing rates for the Architect's consultants, will be provided upon the owner's written request at the time such consultants are engaged in work on the project.. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraphs deleted)

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9

(Paragraphs deleted)

PAYMENTS TO THE ARCHITECT

(Paragraphs deleted)

§ 11.9.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 30 (thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

12 % per annum

(Paragraphs deleted)

§ 11.9.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- 12.1 Costs of services for hazardous material surveys and remediation are not included in this agreement.
- 12.2 Services for physical site surveys and geo-technical surveys are not included in this agreement.
- 12.3 Submission for Building Permit shall be by the Architect, other permits such as environmental permitting, if any, including SEPA, shall be procured by the Owner. Permit costs shall be reimbursed to the Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

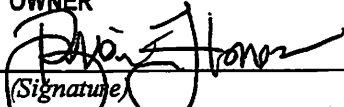
§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
- .2 Other documents:

Exhibit A, Washington State Office of Financial Management Fee Schedule.
Exhibit B, Architect's Hourly Rate Schedule.

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

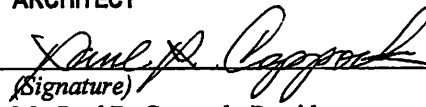
OWNER



Mr. Brian Flores, Superintendent
Wenatchee School District #246

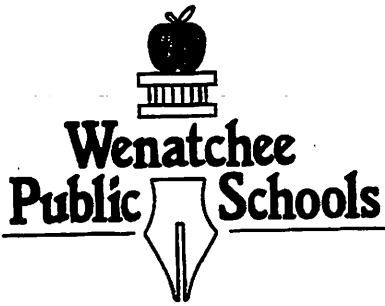
(Printed name and title)

ARCHITECT



Mr. Paul R. Coppock, President
The DOH Associates, PS

(Printed name and title)



235 Sunset Ave.

P.O. Box 1767

Wenatchee, WA 98807-1767

(509) 663-8161

FAX (509) 663-3082

January 31, 2014

DOH Associates
Attn: Paul Coppock
7 North Wenatchee Ave Suite 500
Wenatchee, WA 98801

To Whom It May Concern:

Enclosed please find a copy of the Agreement between DOH Associates and the Wenatchee School District.

The agreement was approved and signed by Superintendent, Brian Fiones, at the January 28, 2014 board meeting.

Thank you very much.

Sincerely,

Denise Watson
Finance Specialist
235 Sunset Ave
Wenatchee, WA 98801
(509) 663-8161 ext. 33230

Enclosures

Wenatchee Valley Tech



... a branch campus of Your high school.

327 East Penny Road, Wenatchee, WA 98801 Phone: (509) 662.8827 Fax: (509) 662.5993
www.wenatcheevalleytech.com

TO: Brian Flones, Superintendent, WSD
FROM: Jon Torrence, Director, WVTSC
DATE: January 16, 2014
RE: WVTSC Architect Selection

Brian,

After a public announcement, screening, and interview of responding architects, the selection committee is recommending DOH Architecture, and Paul Coppock - principal, as the architectural firm for Master Planning, Minor Works submittal, Schematic Design, and the associated capital awards at Wenatchee Valley Technical Skills Center.

Respectfully,

Jon Torrence

OUR MISSION:


- To provide industry standard technical training and employability skills.
- To personally assist students in a pathway to successful career opportunities and/or postsecondary education.
- To commit our professional efforts to the success of students.

OUR VISION:

Wenatchee Valley Tech is a school providing career and technical education. Students and staff are equipped with current industry standard tools, technology and physical space. Our programs offer a class schedule and size that provides an environment enabling students to focus on their chosen career and/or technical field while completing academic requirements. Motivated, ambitious students can experience a nurturing and challenging education, beginning with core competencies and progressing to an industry setting. Opportunities are available to receive industry certification and college articulation credit.

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

Please submit this form with your *unsigned* contract to Les Vandervort for approval at least two weeks before the scheduled School Board meeting. Upon approval, Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval. **All contracts require school board approval.** The only authorized signatures on a contract are Brian Fiones, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?
03/13/16	NEW	WENATCHEE VALLEY MALL	APPLE ETTE DANCE TEAM BAKE SALE & FACE PAINTING FUNDRAISER	\$0	MARCH 13, 2016- MARCH 13, 2016	<u>JIM BEESON</u>		NO
				Budget Code		I have read this contract and recommend it for board approval.		
						Initial <u>JJB</u> Date <u>3/15/16</u>		

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

Agency Name WENATCHEE VALLEY MALL
 Attention: _____
 Street address or PO Box 511 VALLEY MALL PARKWAY SUITE 200
 City, State, Zip Code EAST WENATCHEE WA 98802
 Email Address www.wenatcheevalleymall.com
 Phone Number 509-884-6645

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

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

Wenatchee High School Apple Ette Dance team will be having a bake sale & face painting at Wenatchee Valley Mall for a fundraiser. (all baked goods are store bought, no home baked items)

WENATCHEE VALLEY MALL

Promotional Agreement Application

This is for informational purposes only and is not to be considered in any way a commitment to enter into a License Agreement with the applicant.

Organization/DBA: WENATCHEE HIGH SCHOOL - ATHLETICS
(Wenatchee School District)

Contact Name: LYNSEY LOUDEN Title DANCE COACH

Phone Number: 509.663.3384 Tax-ID Number: 91-6007261

Address: 1101 MILLERDALE AVE

City: WENATCHEE St: WA Zip Code: 98801

Additional Contact: Deanna Roman - Athletic Secretary

Phone Number: 509.663.3384 Email Address: roman.d@wenatcheeschools.org

Event Name: Bake Sale & Face Painting

Landlord Providing
(table, chairs, etc): _____

Purpose: Donations by fundraising for competition expenses.

Location: Wenatchee valley mall

Start Date: 3/13/16 End Date: 3/13/16 Duration of Days: 1

Start Time: 10:00 AM End Time: 5:00 PM

Signature: _____

Thank you for your interest in our Promotional Agreement Application. The signing of the application by the proposed licensee does not constitute acceptance into the Promotional program and execution of this application in no way grants consideration, acceptance, occupancy, or tenancy at the Wenatchee Valley Mall without express written consent in the form of a mutually agreeable, fully-executed Promotional Agreement Application. In signing this document, the undersigned certifies that I/He/She/It have made an honest representation in responding to the questions above, and does hereby certify that all information contained herein is true and accurate. Please sign and return completed application along with the required supporting documents to: Wenatchee Valley Mall, Mall Management Office, Attn: Specialty Leasing Department, 511 Valley Mall Pkwy, Suite 200, East Wenatchee, WA 98802.

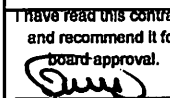
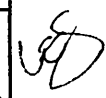
Office	Deposit: _____	Fee: _____	Total: _____
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Contract Coversheet (Non-Federal) Request Board Approval

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
	New	ThyssenKrupp Elevator Corporation.	OVER SPEED VALVE TEST - US136116 / ELEVATOR #1	Approx 2,500 ⁰⁰ Budget Code 9700 64 7000 000	To be scheduled in April	David W. Yancey I have read this contract and recommend it for board approval.  Initial DW Date 19 JAN 16	 Yes	Yes	This is decided at the district office.

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

Agency Name ThyssenKrupp Elevator Corporation
 Attention: Tyson Guthrie, Account Manager
 Street address or PO Box 9711 E. Knox Ave, Suite 1
 City, State, Zip Code Spokane, WA, 99206
 Email Address tyson.guthrie@thyssenkrupp.com
 Phone Number 15095332701

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

If this is a revision, what has changed?

The 5 year rupture valve test is due in April for the Support Services elevator. Attached is the proposal for us to perform this work.

The 5 year rupture valve test was put into action by the state in January of 2014 for Hydraulic elevators such as yours. The rupture valve test is code required and will test the integrity of the rupture valve on your elevator.

Where this is a new code, the state is requiring that elevators have their first 5 year test performed reflective to the elevator installation date. It requires us to send two mechanics to bring weights equivalent to 125% of the capacity of the lift(s) to make sure the rupture valve is working properly. Please anticipate your elevator being down for a few hours for this testing.

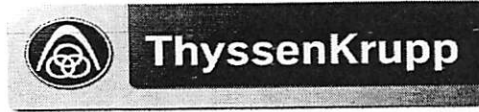
Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Reviewed by Attorney _____

Signature

Requires Edits? _____

ThyssenKrupp Elevator Americas



WORK ORDER



Recommended by: Tompkins, Daniel

Date: January 18, 2016

Location: SUPPORT SERVICES BLDG
Address: 235 Sunset Ave
City/State/Zip: Wenatchee , WA 98801-1961

Bill To: Wenatchee School District
Address: Po Box 1767
City/State/Zip: Wenatchee , WA 98807-1767

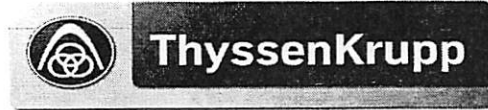
Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

OVER SPEED VALVE TEST - US136116 / ELEVATOR #1

ThyssenKrupp Elevator will provide labor and material to perform a 5-year overspeed valve test per ANSI A17.1 2010 Section 8.6.5.16 on one (1) hydraulic passenger elevator as per state code. Overspeed valves provide safer elevator operation because they protect against oil supply line failure between the valve and the power unit. Work will be scheduled in advance and will be performed during normal ThyssenKrupp Elevator working hours.

Purchaser agrees to pay the sum of: Two Thousand Three Hundred Nineteen Dollars (\$2,319.00) plus any applicable sales tax billed in addition to this contract price.
Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.



Terms and Conditions:

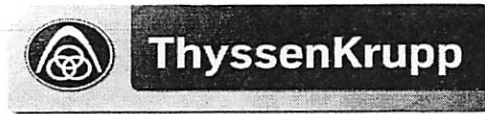
Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.



In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out



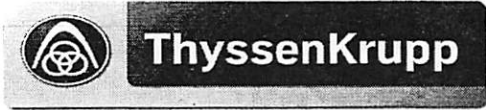
of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

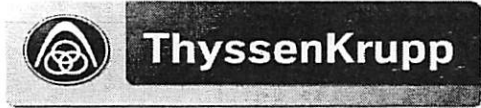
This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator Corporation manager.

ThyssenKrupp Elevator Corporation	Wenatchee School District	ThyssenKrupp Elevator Corporation Approval
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Tyson Guthrie Account Manager tyson.guthrie@thyssenkrupp.com +1 555 5555555 _____ (Date Submitted)	_____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	Eric Jensen Branch Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas



**SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT**

Contract Number: US46321

Please Remit To: ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Attn:
Wenatchee School District
Po Box 1767
Wenatchee, WA 98807-1767

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2016-2-189652		January 18, 2016	ACIA-12GDMCO

Total Contract Price \$2,319.00
Current Amount Due \$1,160.00

We accept credit card payments. Please call 801-449-8505 and ask for the SPOKANE Branch Receivable Specialist.

Please detach the below section and provide along with payment.

Remit To:

ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Payment Reference ID:	ACIA-12GDMCO
Quote #:	2016-2-189652
Customer Number:	70410
Remittance Amount:	1160

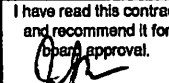

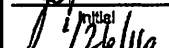
Customer Name: Wenatchee School District
Location Name: SUPPORT SERVICES BLDG

Contract Coversheet (Non-Federal) Request Board Approval

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
01/26/16	NEW	RENT ME STORAGE, LLC	STORAGE UNIT MONTHLY RENT FOR USE AT WALLA WALLA POINT PARK FOR 2016 FASTPITCH SEASON	\$581	2/23/2016-5/30/2016	JIM BEESON	 I have read this contract and recommend it for board approval.	 YES	This is decided at the district office.
				Budget Code		Title 			
				402-2208		Date 1/26/16			

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

Agency Name RENT ME STORAGE, LLC
 Attention: AMANDA HUBER
 Street address or PO Box 4968 CONTRACTORS DRIVE
 City, State, Zip Code EAST WENATCHEE WA 98801
 Email Address AMANDA@RENTMESTORAGE.COM
 Phone Number 509-884-0555

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

If this is a revision, what has changed?

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

Reviewed by Attorney _____

Signature

Requires Edits? _____

OFFSITE RENTAL AGREEMENT

Date 02/23/2016

Unit # 1889

Tenant's Name WHS Athletics DOB: _____ Drivers License or SS # _____
 Billing Address 1101 Millerdale Ave., Wenatchee, WA 98801 Email Address roman.d@wenatcheeschools.org
 Alt Contact Name / Phone Deanna Roman Tenant Phone 509-663-3384 ext. 722
 Delivery Address Walla Walla Point Park Tenant Phone _____

This RENTAL AGREEMENT describes your rights obligations as a Occupant. Please read the following paragraphs carefully before signing. This document is a contract and legally binding. You should seek legal advice if you do not understand the terms.

YOU ARE REQUIRED TO DISCLOSE ANY LIENHOLDERS OR SECURED PARTIES WHO HAVE AN INTEREST IN THE PROPERTY THAT IS OR WILL BE STORED IN THIS STORAGE FACILITY. IF NONE, WRITE NONE AND INITIAL.

Lien Holder or Secured Party: _____ Phone: (____) _____
 Address: _____ City: _____ State: _____ Zip: _____

CREDIT CARD PAYMENT CHOICE

AUTHORIZATION TO CHARGE: Occupant hereby authorizes Owner to charge my payment to my credit card as follows:

Name As it Appears: _____
 NUMBER _____
 Expires: _____ 3 Digit Code: _____ TYPE: MC _____ VISA _____
 Initial Start Up Only _____ Phone Authorization Only _____
 To be Charged Monthly _____ (3% Fee is Added)

EASY PAY PROGRAM / ATTACH A VOIDED CHECK

By placing his/her initials here, _____, Tenant acknowledges that he/she chooses to have an automatic deduction from your account each month and avoid a 3% credit card fee.

To be Charged Monthly: _____ Voided Check Attached: _____

I hereby authorize Rent Me Storage, LLC to charge the above referenced account and to apply said charges toward the payment of my rent for the unit number stated above. Said charge authorization is to be in an amount equal to my monthly rental payment and for the term of the contract. If the above card is declined for any reason, the purchaser will be responsible for all rental payments, late fees and other charges pursuant to this rental agreement.

By placing his/her initials here, _____, Tenant acknowledges that he/she DOES NOT wish to have his/her credit card charged each month for the monthly rental payments on his/her building.

Owner will not refund any unused rent for any reason. When any part of the rent or other charges due from the Occupant(s) remain unpaid for fourteen (14) consecutive days, the Owner is granted permission to access Occupant's property to repossess the Unit or charge any past due amount on any credit/debit card that has remained on file without notice to you.

6. Additional Rental Charges: Late payments or checks that are dishonored cause Owner to incur damages which are extremely difficult to measure and not contemplated by this Rental. Payment is due on the anniversary date of each month and is delinquent on the day immediately following the anniversary date. If payment is not received by the Owner by the FOURTEENTH day following the due date, Occupant agrees to a late payment charge of at 1% per month or 12% annually on the unpaid balance. If Occupant's check is dishonored and returned, or if Occupant's unit becomes subject to lien enforcement procedures under the Self-Service Storage Facilities Act, Occupant agrees to pay to Owner, as additional payment, administrative charges:

Late Charges are Cumulative

Late lease payment charge	\$25
Pre-lien service charge (if not paid within 14 days of due date)	\$25
Lien Status service charge (if not paid within 28 days of due date)	\$25
Advertising service charge	\$55
Dishonored check charge	\$25
Labor charges (hourly rate)	\$35
Court filing fee, Inventory & Sale Fees (as documented)	\$25
% per month on unpaid balance, or 12% annually	1%/mo

The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. Occupant's property may become subject to a lien if rent remains unpaid for fourteen (14) days or longer, (RCW Title 19, Chapter 19.150). In addition, Occupant agrees to reimburse Owner for all costs incurred by Owner in enforcing the lien, including, but not limited to, costs of removing locks, inventory of stored property and reasonable storage costs as may be provided by law. In the event of satisfaction of the lien prior to sale, Owner shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during lien enforcement. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH. If Occupant's checks are dishonored more than once, Owner may require, upon thirty (30) days written notice of Occupant, that all future payments shall be by certified check, money order, cashier's check or cash. Occupant further agrees and understands that Occupant will be denied access if the payment or other charges remain unpaid for six consecutive days. Any other costs incurred by Owner by reason of Occupant's breach of any provision of this agreement shall be deemed additional payment, and may be demanded by Owner of Occupant at any time, or waived, all in Owner's sole and absolute discretion. Occupant agrees that if Occupant is past due in making any/all payments, Occupant's access may be denied.

By placing his/her initials here _____, Occupant acknowledges that he/she has read and understands to the terms of paragraph 6.

- 1. PARTIES:** "Owner" is RENT ME STORAGE, LLC. "Owner" is hereafter referred to as "We", "Us" or "Our" for simplicity. "Occupant" means a person or his/her successor, or assign, which is entitled to use the storage building under a Rental Agreement to the exclusion of others. "Occupant" is hereafter referred to as "You" or "Your" for simplicity.
- 2. THE UNIT:** You now have the right to use the 8x18 SIZE storage building. We will deliver the unit at the beginning of the rental period and pick up the unit at the end of the rental period. The unit must be situated on a safe and level site. Occupant to assume all responsibilities with compliance to setbacks and easements on property. We reserve the right to inspect and approve the site prior to placement in order to insure property placement.
- 3. TERM:** Your right to use the unit begins on the commencement date shown above and continues thereafter on a month-to-month basis. There is a minimum of a two month rental. If you rent a unit on an annual basis, your tenancy becomes month-to-month when the annual term expires. If you select an annual rental, you may prepay the first eleven (11) months' rental at signing and we will waive the rent for the twelfth (12) month. Prepaid rent is nonrefundable.
- 4. Payment:** Your initial rent is \$ 125.00 per month + tax of \$ 10.51 for a total of \$ 135.51 per month, due and payable in advance on the 23rd day of each month. Your first invoice will be as follows: **** 2 Month Minimum Rental ****

3.25 Month's Rent	\$ <u>406.25</u>
Delivery/Pick Up	\$ <u>100.00</u>
Fuel Surcharge	\$ <u>30.00</u>
Sales Tax	\$ <u>45.05</u>
Total Due at Signing	\$ <u>581.30</u>

5. Payments: Payments shall be payable in advance at the rate set forth above on or before the monthly anniversary date. Your payment shall be delinquent if not paid monthly by the day immediately following the anniversary date. Payments shall be made to Owner at the address set forth in this Rental agreement or to such other place as Owner may designate in writing. Payments shall be made in full without offset or deductions of any kind, and without demand. Prior to taking possession of the Space, and as a condition to taking possession, occupant shall pay the rent for the first month. The monthly rental rate may be changed at any time by Owner giving thirty (30) days written notice to Occupant at the address set forth in this agreement. Any such adjustment in the monthly rent shall not otherwise affect the terms of this agreement, and all other terms of this Lease shall remain in full force and effect.

- 7. Use of the Unit:** We have simple requirements for the use of the unit: **Specifically, you must not:**
 - Damage the unit in any way.
 - Store explosives, flammables, contraband or perishables in the unit.
 - Spray paint, weld or do anything similar that may damage the unit.
 - Make any changes or alterations without our prior written consent.
 - Allow anyone else to use the unit without our prior written consent.
 - Change placement sites without our prior consent & written approval.
 When unit has been paid in full, you are welcome to alter the unit in any way you see fit.

NOTICE: DO NOT MOVE THE BUILDING - YOU COULD DAMAGE THE BUILDING. IF YOU MOVE THE BUILDING AND DAMAGE IT, YOU WILL BE CHARGED FOR REPAIRS. PLEASE CALL RENT ME STORAGE IF YOU NEED TO HAVE THE BUILDING MOVED.

8. Insurance: Occupant acknowledges that Owner does not provide insurance covering Occupant's stored property or on the storage unit. Occupant agrees to maintain, at Occupant's expense, a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief endorsements for the full value of Occupant's stored property and the replacement cost of the storage unit. To the extent Occupant does not maintain such insurance, Occupant shall be deemed to have "self-insured" totally (i.e., not to insure with any duly licensed insurance company) and shall bear all risk of loss or damage

to both the stored property and storage building. This insurance is a material condition of this agreement and is for the benefit of both Occupant and Owner. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim or Occupant against Owner, or Owner's agents or employees. Occupant agrees to indemnify and hold harmless Owner from any expense, cost, or damage incurred by reason of any claim or action based in whole or in part upon such subrogation, while certain information may be made available to Occupant with respect to insurance, Owner and Owner's agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company's agent, broker, or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy.

By placing his/her initials here _____, Occupant acknowledges that he/she has read and understands and agrees to the terms of paragraph 8.

9. **Release of Owner's Liability:** As a further consideration for the use of the unit, Occupant agrees that Owner, his agents, employees and assigns shall not be liable to Occupant, his/her agents, guests, licensees or invitees for any loss or damage, injury or death caused to them or to their property, as the result of the use of the unit. It is further agreed that any stored property is placed in this unit at the Occupants sole risk. The Owner and the Owner's agents, employees and assigns shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever, including the active or passive acts, omissions, or negligence of Owner or Owner's agents, employees or assigns. Occupant acknowledges that Owner does not warrant or represent that stored property will be safely kept, nor that it will be secure against hazards caused by rodents, insects, water, fire, or the elements of weather or earthquake. It is agreed by Occupant that this release of Owner's liability is a bargained for condition of the payment set forth here, and that were Owner not released from liability as set forth here, a much higher payment would have to be agreed upon.

Furthermore, Owner and Owner's agent shall not be liable to Occupant for injury or death suffered by any person, including Occupant's guests or invitees, occurring in or about the premises or storage space, or arising out of Occupant's use of the premises or storage space, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees.

By placing his/her initials here _____, Occupant acknowledges that he/she has read and understands and agrees to the terms of paragraph 9.

10. **INDEMNIFICATION:** Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of action (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of or arising out of Occupant's use of the space and Storage Facility. This indemnity specifically includes, but is not limited to, all liabilities released by Occupant in section 9 of this lease.
11. **Repossession of Building:** If you fail to pay your rent amount and other charges, the building is subject to repossession. Your property may be sold by us in accordance with Washington law to satisfy that lien if the amount due and other charges remain unpaid for fourteen (14) consecutive days as authorized by RCW 19.150. To avoid this possibility, you should simply pay your Rental payments and other charges in full when due. We also request that you provide us with an "alternate name and address" of another person we can notify before proceeding in this fashion. You are required to disclose any lien holders or secured parties who have an interest in the property that is or will be stored in the building.
12. **Locks:** You must provide your own lock for the building. We do not expect to enter your building except in case of an emergency or to perform the necessary agreed repairs.
13. **Owner's Right to Enter or Inspect:** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including, but not limited to police, fire, health or emergency response officials, access to the premises upon three (3) days prior written notice of Occupant. In the event of an emergency, Owner, Owner's agents or representatives of any governmental authority, including, but not limited to police, fire, health or emergency response officials, shall have the right to removed Occupant's lock and enter the building, without notice to Occupant, and take such action as may be necessary or appropriate to preserve the building, to comply with applicable law, or enforce any of Owner's rights. In the event Occupant's lock is destroyed in the course of such inspection, Owner shall provide and Occupant agrees to accept as Occupant's sole remedy therefore, a replacement lock of similar kind and quality. Owner shall not be responsible for any loss occasioned by Occupant as a result of entry authorized under this section.
14. **TERMINATION:** You may terminate your tenancy only by giving us written notice at least fifteen (15) days prior to the regular expiration date of your tenancy. We may terminate your tenancy in the same manner or in any manner permitted by law. When your tenancy ends, you must surrender the unit in good condition and repair, reasonable wear and tear excepted and the unit must be clean and empty. What is considered to be "reasonable wear and tear" shall be determined by the Owner.
15. **CONDITION OF SPACE / REPAIRS -- COMMENCEMENT AND TERMINATION:** Occupant acknowledges that Occupant has inspected the Space and found the Space to be in good repair and in clean and sanitary condition. Occupant agrees to maintain the Space in the same condition throughout the term of this Lease. Occupant will immediately notify Owner of any defect in the Space. Occupant shall not build on nor attach anything to the inside or outside walls, ceiling, or floors of the Space. Upon termination of this

Lease, Occupant shall remove all Occupant's property from the Space and shall immediately deliver possession of the Space to Owner in the same condition as delivered to Owner on the commencement date of this Lease, reasonable wear and tear excepted. Occupant agrees to leave said storage Space broom clean and damage free. Occupant further agrees to remove all items from the space and agrees to reimburse Owner for any/all costs of emptying or repairing Space, which includes but is not limited to dump fees, labor, materials, and transportation. Occupant agrees to reimburse Owner within 5 days of receipt of an itemized statement of all labor and other expenses incurred to dispose of said items. The costs of any repairs made necessary by Occupant, or Occupant's guests or agents, or any wear and tear in excess of normal use during the term of the Lease shall be paid by Occupant. Owner may require Occupant to pay the estimated costs of any repairs to be made at Occupant's expense prior to the work being done, and Occupant shall pay such expense whether estimated or actual within ten (10) days of being billed, and such costs shall be additional rent for the purposes of Owner's remedies on default, but is not limited to, all liabilities released by Occupant in Section 9 of this Lease.

16. **Occupant's Breach:** In the event the Occupant breaches this Lease, Owner shall be allowed, at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided herein or at law or in equity. If it shall become necessary for Owner to institute legal action for the purpose of enforcing its rights of lien foreclosure in a civil court of proper jurisdiction, and the Owner prevails in such action, Occupant agrees to pay Owner an additional sum of Two Hundred Fifty Dollars (\$250.00) as liquidated damages.

17. **Waiver of Jury Trial:** Owner and Occupant waive their respective rights to a trial by jury of any cause of action, claim, counterclaim or cross complaint, in any action brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of, or in any way connected with, this lease/purchase agreement, Occupant's use of the building, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation.

18. **Miscellaneous:** Time is of the essence of this Lease and of each provision of this Lease. Words used in the singular shall include the plural where the context requires. All rights, powers, options and remedies given or granted to Owner by this Lease, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Lease is held by a Court to be void or unenforceable, the other provisions shall remain in full force and effect.

19. **No Oral Agreements:** This lease/purchase agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant agrees that he/she is not relying, and will not rely, upon any oral representation made by Owner, or by any of Owner's agents or employees purporting to modify or add to this agreement in any way whatsoever. Occupant agrees that this agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever. Owner's employees have been forbidden from providing any service on behalf of Owner. Should employees of Owner provide service at Occupant's request, such employee shall be deemed to be the agent of Occupant regardless of whether payment for such service is made or not, and Occupant agrees to hold Owner harmless from all liability in connection with or arising from directly or indirectly, such services performed by employee of Owner.

20. **Limitations on Action to Bring Suit:** Any claims, suits or defenses to any action brought by Occupant which may arise out of this lease/purchase agreement or its preliminary negotiations, or out of the parties performances hereunder, or for the loss or damage to stored property shall be barred unless commenced by Occupant within one year after the date of the acts, omissions or alleged negligence given rise to such claim, suit or defenses.

21. **Attorney's Fees:** In any action, not limited to court action, brought to enforce any covenant of this Agreement or to exercise any remedy provided for herein or by law, the prevailing party shall be entitled to recover a reasonable sum for attorney's fees, appraisal fees, title search fees or other necessary expert witness fees and all other costs and expenses in conjunction with such action, which sums shall be included in any judgment or decree entered. Venue shall be in Douglas County, Washington and governed by the laws of the state of Washington.

22. **ENTIRE AGREEMENT:** There are no other terms, conditions, or agreements, expressed or implied, written or oral, between Occupant and Owner, their agents, or employees that extend, limit, or in anyway modify the terms, covenants, and conditions of this Lease. This Lease may be amended, modified, or supplemented only by a writing signed by both parties. Any purported oral amendment, modification, or supplement is void.

I have read, understand, and agree to all terms contained in this Lease, including the terms on the reverse side hereof. By his, her, their signature(s) below. Occupant acknowledges receipt of a dated and executed copy of this Lease.

Please sign here

"Occupant(s): _____"

Please print name here: _____

"Owner" Rent Me Storage Representative: AH

YOU MUST NOTIFY US IMMEDIATELY, IN WRITING IF YOU CHANGE YOUR ADDRESS. IF YOUR RENT IS PAST DUE FOR 30 CONSECUTIVE DAYS, YOUR STORAGE UNIT MY BE LOCKED BY RENT ME STORAGE UNTIL PAYMENT IS MADE IN FULL.

Contract Coversheet (Non-Federal) Request Board Approval

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?	
01/25/16	New	Rent Me Storage, LLC	Storage Unit needed to store miscellaneous items during various phases of construction on Lincoln Elementary Capital Improvement Project	NTE 1,910.00	1/15/16-3/15/17	<u>Gregg Herkenrath</u>			<u>Yes</u>	This is decided at the district office.
				Budget Code		I have read this contract and recommend it for board approval. 				
				1413 22 5000 100		Initial <u>1-28-16</u> Date				

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

Agency Name Rent Me Storage, LLC
 Attention: Amanda Huber
 Street address or PO Box 4968 Contractors Drive
 City, State, Zip Code East Wenatchee, WA 98802
 Email Address amanda@rentmestorage.com
 Phone Number (509) 884-0555

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

If this is a revision, what has changed?

Storage unit #1915 needed for storage during phases of construction on Lincoln Elementary School.

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

Reviewed by Attorney _____

Signature

Requies Edits? _____

Fwd: Please sign Wenatchee School District 8x18

Herkenrath, Gregg <herkenrath.gregg@wenatcheeschools.org>
To: Traci Thompson <thompson.t@wenatcheeschools.org>

Fri, Jan 15, 2016 at 12:14 PM

Lincoln storage container

Regards,

Gregg Herkenrath

Director of Facilities and Capital Projects
Wenatchee Public Schools
1001 Circle Street, Wenatchee, WA 98801
Ph: 509-888-5457 ext. 10227
Fax: 509-663-0244
herkenrath.gregg@wenatcheeschools.org

----- Forwarded message -----

From: **Amanda Huber** <echosign@echosign.com>
Date: Fri, Jan 15, 2016 at 11:53 AM
Subject: Please sign Wenatchee School District 8x18
To: "herkenrath.gregg@wenatcheeschools.org" <herkenrath.gregg@wenatcheeschools.org>

 Adobe Document Cloud

[Send. Sign. Done.](#)

Amanda Huber Has Sent You Wenatchee School District 8x18 to Sign

Amanda Huber (amanda@rentmestorage.com)
says:
*"Please review and sign your rental agreement-
Wenatchee School District 8x18."*

Click here to review and sign **Wenatchee
School District 8x18.**

After you sign **Wenatchee School District
8x18**, all parties will receive a final PDF copy by
email.





Have the Storage, LLC
1000 Commercial Ave
Seattle, WA 98101
www.rentme.com

OFFICE RENTAL AGREEMENT

File # _____ Date of this Agreement _____
Property Address _____
City/State/Zip _____
Renter's Name _____
Company Name _____

RENTER'S OBLIGATIONS: Renter shall be responsible for all utilities, taxes, and other charges. Renter shall maintain the property in good condition and return it in the same condition as received, except for normal wear and tear.

Form with fields for Renter's Name, Company Name, Address, City, State, Zip, and Phone Number.

LANDLORD'S OBLIGATIONS: Landlord shall provide the property in good condition and maintain the structure and exterior of the building. Landlord shall provide the property in a safe and sound condition.

- 1. Renter shall be responsible for all utilities, taxes, and other charges.
- 2. Renter shall maintain the property in good condition and return it in the same condition as received, except for normal wear and tear.
- 3. Renter shall not use the property for any illegal or unauthorized purposes.
- 4. Renter shall not assign or sublet the property without the written consent of the Landlord.

TERMS AND CONDITIONS: This agreement shall be in full compliance with all applicable laws and regulations. The agreement shall be governed by the laws of the State of Washington.

Signature of Renter: _____
Signature of Landlord: _____
Date: _____

Signature of Renter: _____
Signature of Landlord: _____
Date: _____

Do you need to forward this to a party authorized to sign it? Click here

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party. The information contained in this email is intended only for the use of the individual or entity named in the body of the communication. Any dissemination, distribution or copying of this communication is strictly prohibited.



www.rentmestorage.com

Rent Me Storage, LLC
4968 Contractors Drive
East Wenatchee, WA 98802
509-884-0555 or 1-866-736-8637

OFFSITE RENTAL AGREEMENT

Date 01/15/2016

Unit # 1915

Tenant's Name Wenatchee School District DOB: Drivers License or SS #
Billing Address Email Address herkenrath.greg@wenatcheeschools.org
Alt Contact Name / Phone Gregg Herkenrath 264-6014 Tenant Phone 888-5457
Delivery Address Lincoln Elementary School Tenant Phone

This RENTAL AGREEMENT describes your rights obligations as a Occupant. Please read the following paragraphs carefully before signing. This document is a contract and legally binding. You should seek legal advice if you do not understand the terms.

YOU ARE REQUIRED TO DISCLOSE ANY LIENHOLDERS OR SECURED PARTIES WHO HAVE AN INTEREST IN THE PROPERTY THAT IS OR WILL BE STORED IN THIS STORAGE FACILITY. IF NONE, WRITE NONE AND INITIAL.

Lien Holder or Secured Party: Phone:
Address: City: State: Zip:

CREDIT CARD PAYMENT CHOICE
AUTHORIZATION TO CHARGE: Occupant hereby authorizes Owner to charge my payment to my credit card as follows:
Name As it Appears:
NUMBER
Expires: 3 Digit Code: TYPE: MC VISA
Initial Start Up Only Phone Authorization Only
To be Charged Monthly (3% Fee is Added)
EASY PAY PROGRAM / ATTACH A VOIDED CHECK
By placing his/her initials here, Tenant acknowledges that he/she chooses to have an automatic deduction from your account each month and avoid a 3% credit card fee.
To be Charged Monthly: Voided Check Attached:
I hereby authorize Rent Me Storage, LLC to charge the above referenced account and to apply said charges toward the payment of my rent for the unit number stated above.

By placing his/her initials here, Tenant acknowledges that he/she DOES NOT wish to have his/her credit card charged each month for the monthly rental payments on his/her building.

Owner will not refund any unused rent for any reason. When any part of the rent or other charges due from the Occupant(s) remain unpaid for fourteen (14) consecutive days, the Owner is granted permission to access Occupant's property to repossess the Unit or charge any past due amount on any credit/debit card that has remained on file without notice to you.

6. Additional Rental Charges: Late payments or checks that are dishonored cause Owner to incur damages which are extremely difficult to measure and not contemplated by this Rental. Payment is due on the anniversary date of each month and is delinquent on the day immediately following the anniversary date. If payment is not received by the Owner by the FOURTEENTH day following the due date, Occupant agrees to a late payment charge of at 1% per month or 12% annually on the unpaid balance. If Occupant's check is dishonored and returned, or if Occupant's unit becomes subject to lien enforcement procedures under the Self-Service Storage Facilities Act, Occupant agrees to pay to Owner, as additional payment, administrative charges:

Late Charges are Cumulative

Table with 2 columns: Charge Description, Amount. Includes: Late lease payment charge (\$25), Pre-lien service charge (\$25), Lien Status service charge (\$25), Advertising service charge (\$55), Dishonored check charge (\$25), Labor charges (hourly rate) (\$35), Court filing fee, Inventory & Sale Fees (\$25), % per month on unpaid balance, or 12% annually (1%/mo)

The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. Occupant's property may become subject to a lien if rent remains unpaid for fourteen (14) days or longer, (RCW Title 19, Chapter 19.150). In addition, Occupant agrees to reimburse Owner for all costs incurred by Owner in enforcing the lien, including, but not limited to, costs of removing locks, inventory of stored property and reasonable storage costs as may be provided by law. In the event of satisfaction of the lien prior to sale, Owner shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during lien enforcement. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH. If Occupant's checks are dishonored more than once, Owner may require, upon thirty (30) days written notice of Occupant, that all future payments shall be by certified check, money order, cashier's check or cash. Occupant further agrees and understands that Occupant will be denied access if the payment or other charges remain unpaid for six consecutive days. Any other costs incurred by Owner by reason of Occupant's breach of any provision of this agreement shall be deemed additional payment, and may be demanded by Owner of Occupant at any time, or waived, all in Owner's sole and absolute discretion. Occupant agrees that if Occupant is past due in making any/all payments, Occupant's access may be denied.

By placing his/her initials here, Occupant acknowledges that he/she has read and understands to the terms of paragraph 6.

- 1. PARTIES: "Owner" is RENT ME STORAGE, LLC. "Owner" is hereafter referred to as "We", "Us" or "Our" for simplicity. "Occupant" means a person or his/her successor, or assign, which is entitled to use the storage building under a Rental Agreement to the exclusion of others. "Occupant" is hereafter referred to as "You" or "Your" for simplicity.
2. THE UNIT: You now have the right to use the 8x18 SIZE storage building. We will deliver the unit at the beginning of the rental period and pick up the unit at the end of the rental period. The unit must be situated on a safe and level site. Occupant to assume all responsibilities with compliance to setbacks and easements on property. We reserve the right to inspect and approve the site prior to placement in order to insure property placement.
3. TERM: Your right to use the unit begins on the commencement date shown above and continues thereafter on a month-to-month basis. There is a minimum of a two month rental. If you rent a unit on an annual basis, your tenancy becomes month-to-month when the annual term expires. If you select an annual rental, you may prepay the first eleven (11) months' rental at signing and we will waive the rent for the twelfth (12) month. Prepaid rent is nonrefundable.

4. Payment: Your initial rent is \$ 125.00 per month + tax of \$ 10.51 for a total of \$ 135.51 per month, due and payable in advance on the 15th day of each month. Your first invoice will be as follows:
** 2 Month Minimum Rental **
2 Month's Rent \$ 250.00
Delivery/Pick Up \$ 100.00
Fuel Surcharge \$ 30.00
Sales Tax \$ 31.92
Total Due at Signing \$ 411.92

5. Payments: Payments shall be payable in advance at the rate set forth above on or before the monthly anniversary date. Your payment shall be delinquent if not paid monthly by the day immediately following the anniversary date. Payments shall be made to Owner at the address set forth in this Rental agreement or to such other place as Owner may designate in writing. Payments shall be made in full without offset or deductions of any kind, and without demand. Prior to taking possession of the Space, and as a condition to taking possession, occupant shall pay the rent for the first month. The monthly rental rate may be changed at any time by Owner giving thirty (30) days written notice to Occupant at the address set forth in this agreement. Any such adjustment in the monthly rent shall not otherwise affect the terms of this agreement, and all other terms of this Lease shall remain in full force and effect.

- 7. Use of the Unit: We have simple requirements for the use of the unit: Specifically, you must not:
a. Damage the unit in any way.
b. Store explosives, flammables, contraband or perishables in the unit.
c. Spray paint, weld or do anything similar that may damage the unit.
d. Make any changes or alterations without our prior written consent.
e. Allow anyone else to use the unit without our prior written consent.
f. Change placement sites without our prior consent & written approval.
When unit has been paid in full, you are welcome to alter the unit in any way you see fit.

NOTICE: DO NOT MOVE THE BUILDING - YOU COULD DAMAGE THE BUILDING. IF YOU MOVE THE BUILDING AND DAMAGE IT, YOU WILL BE CHARGED FOR REPAIRS. PLEASE CALL RENT ME STORAGE IF YOU NEED TO HAVE THE BUILDING MOVED.

8. Insurance: Occupant acknowledges that Owner does not provide insurance covering Occupant's stored property or on the storage unit. Occupant agrees to maintain, at Occupant's expense, a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief endorsements for the full value of Occupant's stored property and the replacement cost of the storage unit. To the extent Occupant does not maintain such insurance, Occupant shall be deemed to have "self-insured" totally (i.e., not to insure with any duly licensed insurance company) and shall bear all risk of loss or damage

to both the stored property and storage building. This insurance is a material condition of this agreement and is for the benefit of both Occupant and Owner. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim or Occupant against Owner, or Owner's agents or employees. Occupant agrees to indemnify and hold harmless Owner from any expense, cost, or damage incurred by reason of any claim or action based in whole or in part upon such subrogation, while certain information may be made available to Occupant with respect to insurance, Owner and Owner's agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company's agent, broker, or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy.

By placing his/her initials here _____, Occupant acknowledges that he/she has read and understands and agrees to the terms of paragraph 8.

9. **Release of Owner's Liability:** As a further consideration for the use of the unit, Occupant agrees that Owner, his agents, employees and assigns shall not be liable to Occupant, his/her agents, guests, licensees or invitees for any loss or damage, injury or death caused to them or to their property, as the result of the use of the unit. It is further agreed that any stored property is placed in this unit at the Occupants sole risk. The Owner and the Owner's agents, employees and assigns shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever, including the active or passive acts, omissions, or negligence of Owner or Owner's agents, employees or assigns. Occupant acknowledges that Owner does not warrant or represent that stored property will be safely kept, nor that it will be secure against hazards caused by rodents, insects, water, fire, or the elements of weather or earthquake. It is agreed by Occupant that this release of Owner's liability is a bargained for condition of the payment set forth here, and that were Owner not released from liability as set forth here, a much higher payment would have to be agreed upon.

Furthermore, Owner and Owner's agent shall not be liable to Occupant for injury or death suffered by any person, including Occupant's guests or invitees, occurring in or about the premises or storage space, or arising out of Occupant's use of the premises or storage space, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees.

By placing his/her initials here _____, Occupant acknowledges that he/she has read and understands and agrees to the terms of paragraph 9.

10. **INDEMNIFICATION:** Occupant will indemnify, hold harmless, and defend Owner from all claims, demands, actions, or causes of action (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of or arising out of Occupant's use of the space and Storage Facility. This indemnity specifically includes, but is not limited to, all liabilities released by Occupant in section 9 of this lease.
11. **Repossession of Building:** If you fail to pay your rent amount and other charges, the building is subject to repossession. Your property may be sold by us in accordance with Washington law to satisfy that lien if the amount due and other charges remain unpaid for fourteen (14) consecutive days as authorized by RCW 19.150. To avoid this possibility, you should simply pay your Rental payments and other charges in full when due. We also request that you provide us with an "alternate name and address" of another person we can notify before proceeding in this fashion. You are required to disclose any lien holders or secured parties who have an interest in the property that is or will be stored in the building.
12. **Locks:** You must provide your own lock for the building. We do not expect to enter your building except in case of an emergency or to perform the necessary agreed repairs.
13. **Owner's Right to Enter or Inspect:** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including, but not limited to police, fire, health or emergency response officials, access to the premises upon three (3) days prior written notice of Occupant. In the event of an emergency, Owner, Owner's agents or representatives of any governmental authority, including, but not limited to police, fire, health or emergency response officials, shall have the right to removed Occupant's lock and enter the building, without notice to Occupant, and take such action as may be necessary or appropriate to preserve the building, to comply with applicable law, or enforce any of Owner's rights. In the event Occupant's lock is destroyed in the course of such inspection, Owner shall provide and Occupant agrees to accept as Occupant's sole remedy therefore, a replacement lock of similar kind and quality. Owner shall not be responsible for any loss occasioned by Occupant as a result of entry authorized under this section.
14. **TERMINATION:** You may terminate your tenancy only by giving us written notice at least fifteen (15) days prior to the regular expiration date of your tenancy. We may terminate your tenancy in the same manner or in any manner permitted by law. When your tenancy ends, you must surrender the unit in good condition and repair, reasonable wear and tear excepted and the unit must be clean and empty. What is considered to be "reasonable wear and tear" shall be determined by the Owner.
15. **CONDITION OF SPACE / REPAIRS -- COMMENCEMENT AND TERMINATION:** Occupant acknowledges that Occupant has inspected the Space and found the Space to be in good repair and in clean and sanitary condition. Occupant agrees to maintain the Space in the same condition throughout the term of this Lease. Occupant will immediately notify Owner of any defect in the Space. Occupant shall not build on nor attach anything to the inside or outside walls, ceiling, or floors of the Space. Upon termination of this

Lease, Occupant shall remove all Occupant's property from the Space and shall immediately deliver possession of the Space to Owner in the same condition as delivered to Owner on the commencement date of this Lease, reasonable wear and tear excepted. Occupant agrees to leave said storage Space broom clean and damage free. Occupant further agrees to remove all items from the space and agrees to reimburse Owner for any/all costs of emptying or repairing Space, which includes but is not limited to dump fees, labor, materials, and transportation. Occupant agrees to reimburse Owner within 5 days of receipt of an itemized statement of all labor and other expenses incurred to dispose of said items. The costs of any repairs made necessary by Occupant, or Occupant's guests or agents, or any wear and tear in excess of normal use during the term of the Lease shall be paid by Occupant. Owner may require Occupant to pay the estimated costs of any repairs to be made at Occupant's expense prior to the work being done, and Occupant shall pay such expense whether estimated or actual within ten (10) days of being billed, and such costs shall be additional rent for the purposes of Owner's remedies on default, but is not limited to, all liabilities released by Occupant in Section 9 of this Lease.

16. **Occupant's Breach:** In the event the Occupant breaches this Lease, Owner shall be allowed, at Owner's discretion, but not by way of limitation, to exercise any or all remedies provided herein or at law or in equity. If it shall become necessary for Owner to institute legal action for the purpose of enforcing its rights of lien foreclosure in a civil court of proper jurisdiction, and the Owner prevails in such action, Occupant agrees to pay Owner an additional sum of Two Hundred Fifty Dollars (\$250.00) as liquidated damages.

17. **Waiver of Jury Trial:** Owner and Occupant waive their respective rights to a trial by jury of any cause of action, claim, counterclaim or cross complaint, in any action brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of, or in any way connected with, this lease/purchase agreement, Occupant's use of the building, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation.

18. **Miscellaneous:** Time is of the essence of this Lease and of each provision of this Lease. Words used in the singular shall include the plural where the context requires. All rights, powers, options and remedies given or granted to Owner by this Lease, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Lease is held by a Court to be void or unenforceable, the other provisions shall remain in full force and effect.

19. **No Oral Agreements:** This lease/purchase agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant agrees that he/she is not relying, and will not rely, upon any oral representation made by Owner, or by any of Owner's agents or employees purporting to modify or add to this agreement in any way whatsoever. Occupant agrees that this agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever. Owner's employees have been forbidden from providing any service on behalf of Owner. Should employees of Owner provide service at Occupant's request, such employee shall be deemed to be the agent of Occupant regardless of whether payment for such service is made or not, and Occupant agrees to hold Owner harmless from all liability in connection with or arising from directly or indirectly, such services performed by employee of Owner.

20. **Limitations on Action to Bring Suit:** Any claims, suits or defenses to any action brought by Occupant which may arise out of this lease/purchase agreement or its preliminary negotiations, or out of the parties performances hereunder, or for the loss or damage to stored property shall be barred unless commenced by Occupant within one year after the date of the acts, omissions or alleged negligence given rise to such claim, suit or defenses.

21. **Attorney's Fees:** In any action, not limited to court action, brought to enforce any covenant of this Agreement or to exercise any remedy provided for herein or by law, the prevailing party shall be entitled to recover a reasonable sum for attorney's fees, appraisal fees, title search fees or other necessary expert witness fees and all other costs and expenses in conjunction with such action, which sums shall be included in any judgment or decree entered. Venue shall be in Douglas County, Washington and governed by the laws of the state of Washington.

22. **ENTIRE AGREEMENT:** There are no other terms, conditions, or agreements, expressed or implied, written or oral, between Occupant and Owner, their agents, or employees that extend, limit, or in anyway modify the terms, covenants, and conditions of this Lease. This Lease may be amended, modified, or supplemented only by a writing signed by both parties. Any purported oral amendment, modification, or supplement is void.

I have read, understand, and agree to all terms contained in this Lease, including the terms on the reverse side hereof. By his, her, their signature(s) below. Occupant acknowledges receipt of a dated and executed copy of this Lease.

Please sign here

"Occupant(s): _____"

Please print name here: _____

"Owner" Rent Me Storage Representative: AH

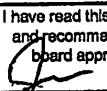
YOU MUST NOTIFY US IMMEDIATELY, IN WRITING IF YOU CHANGE YOUR ADDRESS. IF YOUR RENT IS PAST DUE FOR 30 CONSECUTIVE DAYS, YOUR STORAGE UNIT MY BE LOCKED BY RENT ME STORAGE UNTIL PAYMENT IS MADE IN FULL.

Contract Coversheet (Non-Federal) Request Board Approval

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
02/02/16	NEW	RENT ME STORAGE, LLC	STORAGE UNIT MONTHLY RENT FOR USE AT WHS TRACK FIELD FOR 2016 TRACK SEASON	\$434	2/29/16-5/26/16	JIM BEESON	<input checked="" type="checkbox"/>	YES	This is decided at the district office.
				Budget Code		I have read this contract and recommend it for board approval.			
				402-2235		 initial / 2/3/16 Date			

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

Agency Name RENT ME STORAGE, LLC
 Attention: AMANDA HUBER
 Street address or PO Box 4968 CONTRACTORS DRIVE
 City, State, Zip Code EAST WENATCHEE WA 98801
 Email Address AMANDA@RENTMESTORAGE.COM
 Phone Number 509-884-0555

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

If this is a revision, what has changed?

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

Reviewed by Attorney _____

Signature

Requies Edits? _____

OFFSITE RENTAL AGREEMENT

Date 02/29/2016

Unit # 1858

Tenant's Name WHS Athletics DOB: _____ Drivers License or SS # _____
Billing Address 1101 Millerdale Ave., Wenatchee, WA 98801 Email Address roman.d@wenatcheeschools.org
Alt Contact Name / Phone Deanna Roman Tenant Phone 509-663-3384 x 722
Delivery Address WHS Field & Track Area Tenant Phone _____

This RENTAL AGREEMENT describes your rights obligations as a Occupant. Please read the following paragraphs carefully before signing. This document is a contract and legally binding. You should seek legal advice if you do not understand the terms.

YOU ARE REQUIRED TO DISCLOSE ANY LIENHOLDERS OR SECURED PARTIES WHO HAVE AN INTEREST IN THE PROPERTY THAT IS OR WILL BE STORED IN THIS STORAGE FACILITY. IF NONE, WRITE NONE AND INITIAL.

Lien Holder or Secured Party: _____ Phone: (____) _____
Address: _____ City: _____ State: _____ Zip: _____

CREDIT CARD PAYMENT CHOICE

AUTHORIZATION TO CHARGE: Occupant hereby authorizes Owner to charge my payment to my credit card as follows:

Name As it Appears: _____
NUMBER _____
Expires: _____ 3 Digit Code: _____ TYPE: MC _____ VISA _____
Initial Start Up Only _____ Phone Authorization Only _____
To be Charged Monthly _____ (3% Fee is Added)

EASY PAY PROGRAM / ATTACH A VOIDED CHECK

By placing his/her initials here, _____, Tenant acknowledges that he/she chooses to have an automatic deduction from your account each month and avoid a 3% credit card fee.

To be Charged Monthly: _____ Voided Check Attached: _____

I hereby authorize Rent Me Storage, LLC to charge the above referenced account and to apply said charges toward the payment of my rent for the unit number stated above. Said charge authorization is to be in an amount equal to my monthly rental payment and for the term of the contract. If the above card is declined for any reason, the purchaser will be responsible for all rental payments, late fees and other charges pursuant to this rental agreement.

Owner will not refund any unused rent for any reason. When any part of the rent or other charges due from the Occupant(s) remain unpaid for fourteen (14) consecutive days, the Owner is granted permission to access Occupant's property to repossess the Unit or charge any past due amount on any credit/debit card that has remained on file without notice to you.

6. Additional Rental Charges: Late payments or checks that are dishonored cause Owner to incur damages which are extremely difficult to measure and not contemplated by this Rental. Payment is due on the anniversary date of each month and is delinquent on the day immediately following the anniversary date. If payment is not received by the Owner by the FOURTEENTH day following the due date, Occupant agrees to a late payment charge of at 1% per month or 12% annually on the unpaid balance. If Occupant's check is dishonored and returned, or if Occupant's unit becomes subject to lien enforcement procedures under the Self-Service Storage Facilities Act, Occupant agrees to pay to Owner, as additional payment, administrative charges:

Late Charges are Cumulative

Late lease payment charge	\$25
Pre-lien service charge (if not paid within 14 days of due date)	\$25
Lien Status service charge (if not paid within 28 days of due date)	\$25
Advertising service charge	\$55
Dishonored check charge	\$25
Labor charges (hourly rate)	\$35
Court filing fee, Inventory & Sale Fees (as documented)	\$25
% per month on unpaid balance, or 12% annually	1%/mo

The receipt of a check shall not be considered payment to Owner if the check is dishonored or not paid for any reason. Occupant's property may become subject to a lien if rent remains unpaid for fourteen (14) days or longer, (RCW Title 19, Chapter 19.150). In addition, Occupant agrees to reimburse Owner for all costs incurred by Owner in enforcing the lien, including, but not limited to, costs of removing locks, inventory of stored property and reasonable storage costs as may be provided by law. In the event of satisfaction of the lien prior to sale, Owner shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during lien enforcement. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH. If Occupant's checks are dishonored more than once, Owner may require, upon thirty (30) days written notice of Occupant, that all future payments shall be by certified check, money order, cashier's check or cash. Occupant further agrees and understands that Occupant will be denied access if the payment or other charges remain unpaid for six consecutive days. Any other costs incurred by Owner by reason of Occupant's breach of any provision of this agreement shall be deemed additional payment, and may be demanded by Owner of Occupant at any time, or waived, all in Owner's sole and absolute discretion. Occupant agrees that if Occupant is past due in making any/all payments, Occupant's access may be denied.

By placing his/her initials here _____, Occupant acknowledges that he/she has read and understands to the terms of paragraph 6.

7. Use of the Unit: We have simple requirements for the use of the unit: **Specifically, you must not:**

- Damage the unit in any way.
- Store explosives, flammables, contraband or perishables in the unit.
- Spray paint, weld or do anything similar that may damage the unit.
- Make any changes or alterations without our prior written consent.
- Allow anyone else to use the unit without our prior written consent.
- Change placement sites without our prior consent & written approval.

When unit has been paid in full, you are welcome to alter the unit in any way you see fit.

NOTICE: DO NOT MOVE THE BUILDING - YOU COULD DAMAGE THE BUILDING. IF YOU MOVE THE BUILDING AND DAMAGE IT, YOU WILL BE CHARGED FOR REPAIRS. PLEASE CALL RENT ME STORAGE IF YOU NEED TO HAVE THE BUILDING MOVED.

8. Insurance: Occupant acknowledges that Owner does not provide insurance covering Occupant's stored property or on the storage unit. Occupant agrees to maintain, at Occupant's expense, a policy of fire and extended coverage insurance with theft, vandalism and malicious mischief endorsements for the full value of Occupant's stored property and the replacement cost of the storage unit. To the extent Occupant does not maintain such insurance, Occupant shall be deemed to have "self-insured" totally (i.e., not to insure with any duly licensed insurance company) and shall bear all risk of loss or damage

- PARTIES:** "Owner" is RENT ME STORAGE, LLC. "Owner" is hereafter referred to as "We", "Us" or "Our" for simplicity. "Occupant" means a person or his/her successor, or assign, which is entitled to use the storage building under a Rental Agreement to the exclusion of others. "Occupant" is hereafter referred to as "You" or "Your" for simplicity.
- THE UNIT:** You now have the right to use the 8x10 SIZE storage building. We will deliver the unit at the beginning of the rental period and pick up the unit at the end of the rental period. The unit must be situated on a safe and level site. Occupant to assume all responsibilities with compliance to setbacks and easements on property. We reserve the right to inspect and approve the site prior to placement in order to insure property placement.
- TERM:** Your right to use the unit begins on the commencement date shown above and continues thereafter on a month-to-month basis. There is a minimum of a two month rental. If you rent a unit on an annual basis, your tenancy becomes month-to-month when the annual term expires. If you select an annual rental, you may prepay the first eleven (11) months' rental at signing and we will waive the rent for the twelfth (12) month. Prepaid rent is nonrefundable.
- Payment:** Your initial rent is \$ 90.00 per month + tax of \$ 7.56 for a total of \$ 97.56 per month, due and payable in advance on the 29th day of each month. Your first invoice will be as follows: **** 2 Month Minimum Rental ****

3 Month's Rent	\$ <u>270.00</u>
Delivery/Pick Up	\$ <u>100.00</u>
Fuel Surcharge	\$ <u>30.00</u>
Sales Tax	\$ <u>33.60</u>
Total Due at Signing	\$ <u>433.60</u>

5. Payments: Payments shall be payable in advance at the rate set forth above on or before the monthly anniversary date. Your payment shall be delinquent if not paid monthly by the day immediately following the anniversary date. Payments shall be made to Owner at the address set forth in this Rental agreement or to such other place as Owner may designate in writing. Payments shall be made in full without offset or deductions of any kind, and without demand. Prior to taking possession of the Space, and as a condition to taking possession, occupant shall pay the rent for the first month. The monthly rental rate may be changed at any time by Owner giving thirty (30) days written notice to Occupant at the address set forth in this agreement. Any such adjustment in the monthly rent shall not otherwise affect the terms of this agreement, and all other terms of this Lease shall remain in full force and effect.

to both the stored property and storage building. This insurance is a material condition of this agreement and is for the benefit of both Occupant and Owner. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim or Occupant against Owner, or Owner's agents or employees. Occupant agrees to indemnify and hold harmless Owner from any expense, cost, or damage incurred by reason of any claim or action based in whole or in part upon such subrogation, while certain information may be made available to Occupant with respect to insurance, Owner and Owner's agents are not insurers, are not affiliated with any insurance company, do not act as any insurance company's agent, broker, or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy.

By placing his/her initials here_____, Occupant acknowledges that he/she has read and understands and agrees to the terms of paragraph 8.

9. **Release of Owner's Liability:** As a further consideration for the use of the unit, Occupant agrees that Owner, his agents, employees and assigns shall not be liable to Occupant, his/her agents, guests, licensees or invitees for any loss or damage, injury or death caused to them or to their property, as the result of the use of the unit. It is further agreed that any stored property is placed in this unit at the Occupant's sole risk. The Owner and the Owner's agents, employees and assigns shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever, including the active or passive acts, omissions, or negligence of Owner or Owner's agents, employees or assigns. Occupant acknowledges that Owner does not warrant or represent that stored property will be safely kept, nor that it will be secure against hazards caused by rodents, insects, water, fire, or the elements of weather or earthquake. It is agreed by Occupant that this release of Owner's liability is a bargained for condition of the payment set forth here, and that were Owner not released from liability as set forth here, a much higher payment would have to be agreed upon.

Furthermore, Owner and Owner's agent shall not be liable to Occupant for injury or death suffered by any person, including Occupant's guests or invitees, occurring in or about the premises or storage space, or arising out of Occupant's use of the premises or storage space, from any cause whatsoever, even if such injury or death is caused by the active or passive acts or omissions, or active or passive negligence of Owner, or Owner's agents or employees.

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15. **CONDITION OF SPACE / REPAIRS - COMMENCEMENT AND TERMINATION:** Occupant acknowledges that Occupant has inspected the Space and found the Space to be in good repair and in clean and sanitary condition. Occupant agrees to maintain the Space in the same condition throughout the term of this Lease. Occupant will immediately notify Owner of any defect in the Space. Occupant shall not build on nor attach anything to the inside or outside walls, ceiling, or floors of the Space. Upon termination of this

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17. **Waiver of Jury Trial:** Owner and Occupant waive their respective rights to a trial by jury of any cause of action, claim, counterclaim or cross complaint, in any action brought by either Owner against Occupant, or Occupant against Owner on any matter arising out of, or in any way connected with, this lease/purchase agreement, Occupant's use of the building, or any claim of bodily injury or property loss or damage, or the enforcement of any remedy under any law, statute or regulation.
18. **Miscellaneous:** Time is of the essence of this Lease and of each provision of this Lease. Words used in the singular shall include the plural where the context requires. All rights, powers, options and remedies given or granted to Owner by this Lease, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Lease is held by a Court to be void or unenforceable, the other provisions shall remain in full force and effect.
19. **No Oral Agreements:** This lease/purchase agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant agrees that he/she is not relying, and will not rely, upon any oral representation made by Owner, or by any of Owner's agents or employees purporting to modify or add to this agreement in any way whatsoever. Occupant agrees that this agreement may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever. Owner's employees have been forbidden from providing any service on behalf of Owner. Should employees of Owner provide service at Occupant's request, such employee shall be deemed to be the agent of Occupant regardless of whether payment for such service is made or not, and Occupant agrees to hold Owner harmless from all liability in connection with or arising from directly or indirectly, such services performed by employee of Owner.
20. **Limitations on Action to Bring Suit:** Any claims, suits or defenses to any action brought by Occupant which may arise out of this lease/purchase agreement or its preliminary negotiations, or out of the parties performances hereunder, or for the loss or damage to stored property shall be barred unless commenced by Occupant within one year after the date of the acts, omissions or alleged negligence given rise to such claim, suit or defenses.
21. **Attorney's Fees:** In any action, not limited to court action, brought to enforce any covenant of this Agreement or to exercise any remedy provided for herein or by law, the prevailing party shall be entitled to recover a reasonable sum for attorney's fees, appraisal fees, title search fees or other necessary expert witness fees and all other costs and expenses in conjunction with such action, which sums shall be included in any judgment or decree entered. Venue shall be in Douglas County, Washington and governed by the laws of the state of Washington.
22. **ENTIRE AGREEMENT:** There are no other terms, conditions, or agreements, expressed or implied, written or oral, between Occupant and Owner, their agents, or employees that extend, limit, or in anyway modify the terms, covenants, and conditions of this Lease. This Lease may be amended, modified, or supplemented only by a writing signed by both parties. Any purported oral amendment, modification, or supplement is void.

I have read, understand, and agree to all terms contained in this Lease, including the terms on the reverse side hereof. By his, her, their signature(s) below. Occupant acknowledges receipt of a dated and executed copy of this Lease.

Please sign here

"Occupant(s): _____"

Please print name here: _____

"Owner" Rent Me Storage Representative: AH

YOU MUST NOTIFY US IMMEDIATELY, IN WRITING IF YOU CHANGE YOUR ADDRESS. IF YOUR RENT IS PAST DUE FOR 30 CONSECUTIVE DAYS, YOUR STORAGE UNIT MY BE LOCKED BY RENT ME STORAGE UNTIL PAYMENT IS MADE IN FULL.

MEMORANDUM

Inventory Surplus

TO:	Board of Education
FROM:	Karen Walters, Director of Accounting
DATE:	February 9, 2016
SUBJECT:	Declaration of Surplus

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

Building	Quantity	Item
Columbia	1	Desk
	1	Top Shelf for Desk
Lewis & Clark	1	TV Stand
	1	VCR
	1	2 Drawer File Cabinet
	1	Big Flip Book
	2	Sentence Strips
	1	Complete Curriculum
	1	Scholastic Assessment Kit
	6	Great Resources Student Books
Mission View	1	Health Room Cot
	1	Grey Computer Cart
	1	Black Computer Cart
Washington	1	VCR Magnavox
	8 Boxes	Surplused Books
	1	Wood Table
	1	TV
Foothills	3 Boxes	Math Curriculum
	5 Boxes	Surplus Books
	1	Fish Tank w/Supplies
Pioneer	1	Whiteboard
	3	World: Teachers Edition
	3	World Books
	3 Boxes	World Books
<i>Wenatchee High School</i>	1	Big Keys Plus
	1	Digidesign
	1	Macally Keyboard
	1	Dell Computer
	1	Epson Stylus
	1	Panasonic
	1	Yamaha ProtaSound
	1	Wacom Bamboo
	1	WACOM
	1	HP Windows 7
	1	Exilim Casio Camera
	2	Panasonic AG
	1	Ozone Keyboard
	1	Kensington Next
12	HP Toner	

MEMORANDUM

Inventory Surplus

1	DakTEch Computer
1	Technical Training Sys.
1	ProScope HR
1	Lonestar Speaker
1	Skioaway Disk Repair
1	Altec Speakers
1	Graphtec Craft Robo
1	Wacom Bamboo
1	Hercules Audio Portable
1	Camera Kodak
1	Portable CD
1	Camera Kodak Kit
1	Camera Canon Powershot
1	Camcorder JVC
1	Miscrosoft Keyboard
1	Dell Computer
1	ACER LCD Monitor
1	HP Computer
40 Boxes	Weeded Books, Videos & Audiobooks

Special Programs

1 Box	Math Academy Teaching
1	Do the Math
1	Misc. Office Supplies

District Office

4 Boxes	Books
1	Small Bookcase
1	2 Drawer File Cabinet
2	Cubicle Walls
2	Office Chairs

Technology
COL

3	iBook
2	eMac
2 Boxes	Keyboards & Cords
4	iBook
3	iMac Snowball
1	Brother HL Printer

Special Prgs.



OVERNIGHT / OUT OF STATE FIELD TRIP REQUESTS

Printed By
Date

Out of State and Out of District/ Overnight Trip Board Report for February 9, 2016

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	379	05/25/2016 09:00:00 AM - 05/27/2016 12:30:00 PM	Tall Timbers Ranch - Leavenworth WA	Sally Knipfer	All sixth grade students who are able to attend camp. Students will be attending sessions located near the edge of a nearby creek.	Leadership skill development and science education.	18	110	\$2,420.50	Pioneer - ASB
402.5 Wenatchee High School - ASB	368	03/18/2016 09:00:00 AM - 03/20/2016 02:00:00 PM	Washington State Convention Center - Seattle	Diane Owen	Wenatchee High School Key Club members	Community Service and Leadership training for active members of the key club.	4	16	\$0.00	WHS - Ex Curric



LEARNING & TEACHING

UPDATES

Wenatchee School District 246
February 9, 2016

To: Board of Directors

From: Brian Flones
Superintendent

Prepared
By: Sarah Hanchey
Director of Curriculum and Instruction

Re: Learning and Teaching Update

SECONDARY ALTERNATIVE CORE MATH PROGRAMS 2015-16

The Wenatchee School District is implementing two new math programs this year: Intensified Algebra and Math 180.

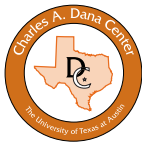
Intensified Algebra is an equivalent course to Algebra 1 and is being offered at Wenatchee High School. It is specially designed to support and accelerate the growth of students who are 1-3 years behind in Mathematics.

Math 180 is a robust Mathematics program designed to meet the needs of students who are behind. The goal of Math 180 is to adequately prepare students to be successful in Algebra. This year, for the first time, we are offering Course 1 of Math 180 at all three middle schools to students in Grade 7.



Intensified Algebra I | An intervention program for struggling students

Help struggling students *catch up* and *succeed* in algebra and beyond. Equip teachers with cohesive, integrated resources to enable them to help students in need to achieve. Transform academic beliefs and behaviors.



A collaboration between the Charles A. Dana Center at The University of Texas, the Learning Science Research Institute at the University of Illinois at Chicago, and Agile Mind

In districts nationwide, as many as 50% of students fail Algebra I the first time and must repeat it—some more than once. What happens to those who are one or more grade levels behind before they *begin* Algebra I?

Intensified Algebra I is a comprehensive program for an extended-time Algebra class that helps students who are significantly behind become successful in algebra *within one academic year*. It transforms the teaching of algebra to students who struggle in mathematics.

Help students succeed.

Central to the program is the idea that struggling students need a powerful combination of additional time, a challenging curriculum, and cohesive, targeted supports and interventions. *Intensified Algebra I* addresses the need for a robust Algebra I curriculum that provides embedded review-and-repair support for the many dimensions of learning mathematics, including social, affective, linguistic, and cognitive learning strategies.

Intensified Algebra I uses an asset-based approach that builds on students' strengths and helps students to develop academic skills and identities by engaging them in the learning experience. The program is designed to help struggling students succeed in catching up to their peers, equipping them to be successful in Algebra I and their future math and science courses.

Help teachers succeed.

Helping students to catch up is highly demanding work. *Intensified Algebra I* supports 70–90 minutes of daily classroom instruction and includes professional services, embedded professional supports, assessment tools, classroom instruction tools, curriculum, and real-time reports on student progress.

Transform beliefs and behaviors.

Intensified Algebra I melds best practices in algebra instruction with advances in developmental and social psychology and in research on struggling learners to shape students' engagement, confidence, and commitment to challenging academic programs.

Intensified Algebra I

- Targets conceptual understanding, associated skills, and related problem-solving and reasoning capabilities
- Provides integrated, effective review/repair strategies
- Supports ongoing, distributed practice
- Re-engages learners through multiple representations of mathematical ideas
- Integrates interventions from social psychology to motivate and build students' positive beliefs about their academic abilities
- Encompasses enhanced formative assessment strategies and real-time data to inform instruction
- Includes supports for struggling students and for literacy and language development

For teachers...

New and experienced teachers benefit from comprehensive support:

- **Research-based and standards-aligned instructional resources**, enriched by visualizations of key mathematical concepts, that increase student engagement and learning
- **Resources, tools, and classroom routines** that enable teachers to establish positive learning environments in an extended-period class, while intensifying students' progress
- **Ongoing online assessment tools** that provide immediate feedback and real-time reporting
- **Tools for higher-quality class preparation**, including lesson plans, teaching advice, and strategies for improving student performance
- **Professional services** facilitated by master teachers—face-to-face seminars, supplemented with monthly, web-based seminars



For students...

Intensified Algebra I helps students thrive with a challenging mathematics curriculum:

- **In-depth, hands-on exploration tools**, including animations, simulations, and practice problems, to build comprehension of key concepts
- **Continuous feedback** with interactive animations, formative assessments, tips, and self-test questions and answers
- **Differentiated instruction** that targets needed practice and review through rich visualizations, multiple representations of concepts, and daily small-group activities
- **Strategic routines and structures** to access and organize students' growing understanding of crucial mathematics content

For more information on how to bring *Intensified Algebra I* services to your school or district:

Call toll free: (866) 284-4655 select "2"

Email us at info@agilemind.com

Development History

The *Intensified Algebra I* program responds to an urgent request from members of the Urban Mathematics Leadership Network (UMLN), an organization of mathematics leaders in twenty-five of the nation's largest school districts. Mathematics directors and superintendents from UMLN districts identified the high failure rate in ninth-grade algebra classes as their top mathematics priority and called for development of a program to address this need.

Developed through a deep collaboration of the Charles A. Dana Center at the University of Texas at Austin, the Learning Sciences Research Institute at the University of Illinois at Chicago, Agile Mind, and leading educators throughout the country, *Intensified Algebra I* is funded with support from the National Science Foundation, the Searle Funds of the Chicago Community Trust, the Bill and Melinda Gates Foundation, and the Carnegie Corporation of New York.

Agile educators. Agile learners. Agile tools to support high achievement.

agile
Mind®



Wenatchee

HIGH SCHOOL

1101 Millerdale Avenue
Wenatchee, WA 98801
(509) 663-8117
Fax (509) 663-2573
www.wenatcheeschools.org/whs
www.facebook.com/wenatcheehighschool

February 2, 2016

Dear Parent(s)/Guardian(s):

We are happy to announce our district is providing your children with access to high-caliber online mathematics services offered by an entity called Agile Mind. Agile Mind is the leading source of comprehensive online math instruction in the country and has been used in more than 500 schools, serving over 2 million students and nearly 20,000 educators. The online services support clear presentation of mathematical concepts using a combination of written descriptions, illustrations, animations and interactive activities. In addition, students have the opportunity to engage in online math activities outside of regular class time—to solve problems, to assess the progress of their learning, and to prepare for the coming high stakes exams. In short, these services will both challenge and support all of our students, helping them to understand mathematics in a deeper, richer way. For after-school instructional support, students can access the online service from home, the school computer labs, the library or any computer connected to the web. To learn more about Agile Mind, visit www.agilemind.com.

Wenatchee High School is in the first year of implementing a new program called Intensified Algebra by Agile Minds. Part of our philosophy in this program is to offer multiple opportunities for your child to be successful. All Intensified Algebra teachers will be offering “buy backs” to students after class assessments have been given. In short, it is an opportunity for a student to review their work, identify their mistake or misconception, and then redo the problem to earn additional points on the assessment. Our hope is that the students will reflect on their work and gain a deeper understanding of the concepts while providing hope and opportunity to better their grade.

Online Access: Apart from the student workbook, students have online access to the program. Each student can review and preview each day's lesson. They also have access to extra practice (guided assessment) for each unit.

The website: <http://wenatcheeagilemind.com>

Username: graduation year+firstname

Password: student ID number

Topics

Unit 1: Getting started w/Algebra
Unit 2: Intro to Functions & Equations
Unit 3: Rate of Change
Unit 4: Linear Functions
Unit 5: Linear Equations & Inequalities
Unit 6: Systems of Linear Equations
Unit 7: Exponential Relationships
Unit 8: Quadratic Functions & Equations

Time in Class

Opening Activity: Daily warm-up routine to help students focus on the upcoming lesson and access relevant prior knowledge.
Daily Preview: Outline of the day's activities and lets the student know the learning outcome for the day.
Core Learning Activity: Instruction is used to promote learning of essential Algebra content.
Process Homework: Partner routine to review the previous night's homework.
Consolidation Activity: Instruction is designed to review/repair prior knowledge required for upcoming lessons and practice to help deepen conceptual understanding and skill proficiency.
Lesson Wrap-up: This time is used to highlight important ideas and activities in the lesson as well as introduce homework.
Homework: Additional work outside of class time to help develop students' confidence and abilities to work independently in mathematics that consists of two parts.
-Homework: practice with important skills and concepts from the day's lesson
-Staying Sharp: daily problems that provide distributed practice with algebra and pre-algebra skills

If you need any further information, please don't hesitate calling or emailing your child's teacher.

Sincerely,

Ricardo Iñiguez
Associate Principal

To empower all students to be responsible lifelong learners



DISTRICT POLICY

UPDATES

February 9, 2016
2000 Series Board Review - 2nd Reading

Policy	Title	WSSDA Action	WSD	Key Changes	Board Decision
2090	Program Evaluation	Revise	Yes	Minor changes in wording, added/replaced reference + Change "shall" to "will"	
2125	Sexual Health Education	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2126	HIV/AIDS Prevention Education	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2153	Non-curriculum - Related Student Groups	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2331	Controversial Issues/Guest Speakers	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2333	Flag Exercises	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2336	Required Observances (Veterans' Day, Constitution Day, Temperance and Good Citizenship Day)	Revise	Yes	Added Disability History Month, sentence explaining Disability History Month, deleted/added references and resources	
2340	Religious-Related Activities and Practices	Revise	Yes	Minor changes in wording + Change "shall" to "will" + Change "shall" to "does" in 2 nd paragraph of section A. - Deleted end of last sentence in first paragraph	
2409	Credit for Competency/Proficiency	Revise	Yes	Added cross reference and resource Minor changes in wording + Change "may" to "will"	

INSTRUCTION

PROGRAM EVALUATION

The board requires efficiency and effectiveness in all facets of its operations. In order to achieve this goal, the board will provide:

- A. A clear statement of expectations and/or standards for the district's instructional programs;
- B. Staff, resources and support to achieve the stated expectations and/or standards; and
- C. A plan for evaluating instructional programs and services to determine how well expectations and/or standards are being met.

The district will utilize a variety of assessment processes to:

- A. Determine the effectiveness of the instructional programs,
- B. Assess the progress of individual students in attaining student learning goals or standards,
- C. Diagnose/Identify the needs of individual students who are not progressing at their expected rates, and
- D. Identify students who are in need of specialized programs.

Parents who wish to examine any assessment materials may do so by contacting the superintendent. Parent approval is necessary before administering a diagnostic personality test. Parents will be notified of their child's performance on any test or assessment conducted under the Washington State Assessment Program. No tests or measurement devices containing any questions about a student's or his/her family's personal beliefs and practices in family life, morality and religion will be administered unless the parent or guardian gives written permission for the student to take such test, questionnaire or examination.

The superintendent will prepare an annual report, which reflects the degree to which district goals and objectives related to the instructional program have been accomplished. The superintendent will annually review the assessment processes and procedures to determine if the purposes of the evaluation program are being accomplished. Specifically, the district will adjust its curriculum if student performance under the Washington State Assessment Program indicates the district's students need assistance in identified areas.

INSTRUCTION

Legal References:	RCW 28A.230	Compulsory Coursework and Activities
	WAC 180-52-020	Pupil tests and records — Tests — School district policy in writing
	180-52-030	Pupil tests and records — Certain questionnaires, etc. — Limitations
	180-52-035	Pupil tests and records — Diagnostic personality tests--Parental permission required
	180-53	Educational quality — Self-study by school districts

Management Resource: *Policy News*, December 2000 Portions of HB 1209 Take Effect

Adoption Date: February 13, 2002

Wenatchee School District

Revised: 12.99; 12.00; 10.07; 12.11; 12.12; 2.9.16

Classification: Essential

SEXUAL HEALTH EDUCATION

The Wenatchee Board of Directors is authorized by law to determine whether sexual health education instruction will be offered in the district. The board has determined that such a program will be offered to students, consistent with state law.

Sexual health education instruction offered by the district will be medically and scientifically accurate, age appropriate, appropriate for students regardless of gender, race, disability status, or sexual orientation and include information about abstinence and other methods of preventing unintended pregnancy and sexually transmitted diseases. Abstinence will not be taught to the exclusion of other instruction on contraceptives and disease prevention. The district's sexual health education program will be consistent with the *Guidelines for Sexual Health Information and Disease Prevention* developed by the Department of Health and the Office of Superintendent of Public Instruction.

The superintendent will provide parents/guardians an opportunity to review the materials to be used and provide information on excluding their child from sexual health education instruction.

Cross Reference:	Board Policy 2020	Curriculum Development and Adoption of Instructional Materials
	Board Policy 2126	AIDS Prevention Education
Legal References:	RCW 28A.300.475	Medically Accurate Sexual Health Education — Curricula — Participation excused — Parental review
	RCW 28A.600.480(2)	Reporting of harassment, intimidation, or bullying Retaliation prohibited — Immunity
	WAC 392-410-140	Sex Health Education — Definition — Optional course or subject matter — Excusal of students

Management Resources:

<i>Policy News</i> , February 2009	Healthy Youth Act
<i>Policy News</i> , August 2007	Sex Education Curriculum and Instruction

Adoption Date: 08.10.98
Wenatchee School District
Revised: 1.25.11, 10.15.15, 2.9.16

HIV/AIDS PREVENTION EDUCATION

The life-threatening dangers of HIV (human immunodeficiency virus) and AIDS (acquired immune deficiency syndrome) and its prevention will be taught in the district. HIV/AIDS prevention education will be limited to the discussion of the life-threatening dangers of the disease, its transmission, and prevention. Students will receive such education at least once each school year beginning no later than the fifth grade.

The HIV/AIDS prevention education program will be developed in consultation with teachers, administrators, parents, and other community members including, but not limited to, persons from medical, public health, and mental health organizations and agencies. The curricula and materials used in the HIV/AIDS education program may be the model curricula and resources available through OSPI or, if developed by the school district, be approved for medical accuracy by the State Department of Health, HIV/AIDS Prevention and Education Services (Office on AIDS). District-developed curricula will be submitted to HIV/AIDS Prevention and Education Services accompanied by an affidavit of medical accuracy stating that the material in the district-developed curricula has been compared to the model curricula for medical accuracy and that in the opinion of the district the district-developed materials are medically accurate. Upon submission of the affidavit and curricula, the district may use these materials until the approval procedure to be conducted by HIV/AIDS Prevention and Education Services has been completed.

At least one month before teaching HIV/AIDS prevention education in any classroom the district will conduct, during weekend or evening hours for the parents and guardians of students, at least one presentation concerning the curricula and materials that will be used for such education. The parents and guardians will be notified of the presentation and that the curricula and materials are available for inspection. No student may be required to participate in HIV/AIDS prevention education if the student's parent or guardian, having attended one of the district presentations, objects in writing to participation.

The curriculum for HIV/AIDS prevention education will be designed to teach students which behaviors place a person dangerously at risk of infection with the human immunodeficiency virus (HIV) and methods to avoid such risk including, at least:

- The dangers of drug abuse, especially that involving the use of hypodermic needles; and
- The dangers of sexual intercourse, with or without condoms.

The program of HIV/AIDS prevention education will stress the life-threatening dangers of contracting HIV/AIDS and will stress that abstinence from sexual activity is the only certain means for preventing the transmission of HIV through sexual contact. The instruction will also stress that condoms and other artificial means of birth control are not a certain means of preventing the transmission of HIV; and, reliance on condoms puts an individual at risk for exposure to the disease.

Cross References: Board Policy 3414 Infectious Diseases
 Board Policy 2125 Health, Family Life and Sex Education

Legal References: RCW 28A.230.070 AIDS Education in public schools
 RCW 28A.300.475 Medically accurate sexual health education
 70.24.250 Repository and Clearing House for AIDS
 Education and Training Materials

Management Resources:
 Policy_News, December 2008 HIV/AIDS Prevention Education

NONCURRICULUM-RELATED STUDENT GROUPS

Pursuant to the Equal Access Act, the board authorizes non-curriculum-related student groups to meet before or after school or during noninstructional time, subject to the approval of the principal. Such approval will be granted provided that activities of the group are not disruptive to school operations and the members of the group comply with the rules established by the superintendent and/or school principal. The board authorizes the superintendent to develop administrative procedures to create or maintain this "limited open forum."

The principal will approve the non-curriculum-related student meeting or activity provided that:

1. The meeting will be voluntary and initiated by students.
2. The school or its staff will not be a sponsor of the group.
3. The meeting will not materially and substantially interfere with the orderly operation of the school.
4. Students will be responsible for the direction, control and conduct of the meeting. Guests must be registered and must not be regular participants.
5. The use of school funds for other than incidental and/or monitoring costs will not be permitted. Funds acquired by non-curriculum related student groups will be held in an associated student body account which will be accessible by that student group.
6. A staff member will not be compelled to attend when the meeting is contrary to his/her belief.
7. The constitutional rights of all persons will be respected.

The principal will be responsible for the assignment of a room and for the approval and/or assignment of a staff member to monitor the meeting.

Cross References: Board Policy 2150 Co-curricular Program

Legal References: 20 U.S.C. 4071-4074 Equal Access Act
 Wash. Const. Art. I, § 11
 Wash. Const. Art. IX, § 4

Adoption Date: August 10, 1998

Wenatchee School District

Revised: 01.25.11, 2.9.16

CONTROVERSIAL ISSUES/GUEST SPEAKERS

The district will offer courses of study which will afford learning experiences appropriate to the level of student understanding. The instructional program will respect the right of students to face issues, to have free access to information, to study under teachers in situations free from prejudice and to form, hold, and express their own opinions without personal prejudice or discrimination. The district encourages staff members to provide for the free and orderly flow and examination of ideas so that students may gain the skills to gather and arrange facts, discriminate between facts and opinion, discuss differing viewpoints, analyze problems and draw their own tentative conclusions.

Teachers will guide discussions and procedures, including the use of guest speakers to gain divergent points of view, with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, the importance of fact, the value of judgment and the virtue of respect for conflicting opinions. Teachers will exercise professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. When in doubt regarding appropriateness, the matter should be referred to the principal.

The superintendent will establish procedures for the approval of the use of a guest speaker. When an invited speaker expresses opinions, which are partisan or considered controversial by a large portion of the community, the school will provide for the presentation of opposing views.

- A. If the teacher and the principal believe the guest speaker's topic is controversial, they will develop a plan whereby the issue(s) can be presented in an objective unbiased manner.
- B. In the event the speaker's topic is determined to be controversial, the teacher will notify students beforehand that any student who does not wish to attend the presentation may have alternative assignment.

FLAG EXERCISES

Flag exercises will be conducted in each classroom at the beginning of the school day and at the opening of all school assemblies. Students not reciting the pledge of allegiance will maintain a respectful silence while either seated or standing. When feasible, the salute to the flag or the national anthem will be rendered immediately preceding interschool events.

The United States flag will be displayed upon or near every public school plant, except during inclement weather.

Legal References: RCW 28A.230.140

United States flag — Procurement,
display, exercises — National
anthem — Noncompliance, penalty

Management Resources: *Policy News*, August 2001

A Few Civil Liberty Reminders

Policy News, December 1999

Students and ACLU raise flag issue

REQUIRED OBSERVANCES (VETERANS DAY, CONSTITUTION DAY, TEMPERANCE AND GOOD CITIZENSHIP DAY, DISABILITY HISTORY MONTH)

Principals shall be responsible for the preparation and presentation of educational activities of approximately sixty minutes in duration in observance of Veteran's Day. The program shall be conducted during the school week preceding the eleventh day of November of each year.

Constitution Day shall be observed each year on September 17 in commemoration of the September 17, 1787, signing of the United States Constitution. If September 17 occurs on a non-school day, Constitution Day shall be conducted on the preceding Friday.

Temperance and Good Citizenship Day shall be observed on January 16 or, if on a non-school day, the Friday preceding January 16.

Disability History Month will be observed during the month of October by conducting or promoting educational activities such as school assemblies or guest speaker presentations that provide instruction, awareness and understanding of disability history and people with disabilities.

Legal References:	RCW 28A.230.150	Temperance and Good Citizenship Day — Aids in programming
	RCW 28A.230.158	Disability History Month activities
	RCW 28A.230.160	Educational activities in observance of Veterans' Day
	36 U.S.C. 106	Constitution and Citizenship Day

Management Resources: Policy & Legal News, February 2014, Other updates/corrections

Policy News, August 2006 Constitution Day Recognition

Adoption Date: 08.10.98
Wenatchee School District
Revised: 01.25.11, 2.9.15

RELIGIOUS-RELATED ACTIVITIES AND PRACTICES

The board recognizes that views and opinions regarding the relationship of the schools and religion are diverse. While community opinions are important in shaping policy, the board must give primary credence to the United States and Washington state constitutions, state law and the decisions made by the respective courts when establishing guidelines for making decisions regarding religious-related activities and practices. The board further accepts the declaration of the State Board of Education that “all students . . . possess the constitutional right to the free exercise of religion and to have their schools free from sectarian control or influence.” To this end, the board hereby establishes the following guidelines to preserve the rights of all students:

Instruction about religious matters and/or using religious materials will be conducted in an objective, neutral, non-devotional manner and will serve a secular educational purpose. History, sociology, literature, the arts and other disciplines taught in school may have a religious dimension. Study of these disciplines, including the religious dimension, will give neither preferential nor disparaging treatment to any single religion or to religion in general and must not be introduced or utilized for devotional purposes.

Criteria used to guide academic inquiry in the study of religion will seek the same neutrality, objectivity and educational effectiveness expected in other areas of the curriculum. In addition, materials and activities should be sensitive to America's pluralistic society and should educate rather than indoctrinate. Instructional activities should meet the three-part test established and used by the U.S. Supreme Court to determine constitutionality: (1) the activity must have a secular purpose; (2) the activity's principal or primary effect must be one that neither advances nor inhibits religion; and (3) the activity must not impose excessive involvement on the part of the school in order to maintain a neutral position towards the advancement of religion. This constitutional restriction does not preclude a student from expressing his/her views relative to belief or non-belief about a religious-related issue in compositions, reports, music, art, debate and classroom discussion, when consistent with the assignment.

All religious-related instructional materials and/or activities must relate to a secular student learning goals or standards.

Staff will avoid assigning work that emphasizes the religious aspects of a holiday. Individual students should be allowed, at their own direction, to use religious personages, events or symbols as a vehicle for artistic expression, if consistent with the assignment. State law prohibits staff from requiring that students reveal, analyze or critique their religious beliefs, from grading academic work on its religious expression if any, from censoring or imposing consequences on students who engage in religious expression in accordance with the law, or from imposing the religious beliefs of the staff member on students.

- A. A student may decline to participate in a school activity that is contrary to his/her religious convictions.
- B. If noncurriculum-related student groups are permitted to meet on school premises immediately before or after school hours, students will be permitted to meet to discuss religious, political, philosophical or other issues provided such group meetings are student-initiated and student-managed in compliance with Board Policy 2153, Non-curriculum Related Student Groups.

- C. Religious groups may rent school facilities under the policy providing for facilities rental. Activities of such groups will be clearly separated from school sponsored activities so that the school district does not support or appear to support the establishment of religion.
- D. A student may distribute religious literature under the same conditions that other literature may be distributed on the campus provided that such distribution does not intrude on the operation of the school.
- E. Material and/or announcements promoting religion may not be distributed by non-students or on behalf of groups or individuals who are not students.
- F. Religious services, programs or assemblies will not be conducted in school facilities during school hours or in connection with any school sponsored or school related activity. Speakers and/or programs that convey a religious or devotional message are prohibited. This restriction does not preclude the presentation of choral or musical assemblies which may use religious music or literature as a part of the program or assembly.
- G. Musical, artistic and dramatic presentations which have a religious theme may be included in course work and programs on the basis of their particular artistic and educational value or traditional secular usage. They will be presented in a neutral, non-devotional manner, be related to the objective of the instructional program, and be accompanied by comparable artistic works of a nonreligious nature.

Since a variety of activities is included as part of a holiday theme, care must be exercised to focus on the historical and secular aspects of the holiday rather than its devotional meanings. Music programs will not use the religious aspect of a holiday as the underlying message or theme. Pageants, plays and other dramatic activities will not be used to convey religious messages. Religious symbols such as nativity scenes, if used, will be displayed in conjunction with a variety of secular holiday symbols so that the total presentation emphasizes the cultural rather than religious significance of the holiday.

- H. A student, upon the request of a parent, may be excused to participate in religious instruction for a portion of a school day provided the activity is not conducted on school property. (Credit will not be granted for such instruction.)
- I. Upon receipt of a parent(s) request, a student will be excused from attending school in observance of a religious holiday.
- J. Students may wear religious attire or symbols provided they are not materially and substantially disruptive to the educational process.
- K. As a matter of individual liberty, a student may of his/her own volition engage in private, non-disruptive prayer at any time not in conflict with learning activities. School staff will neither encourage, or discourage a student from engaging in non-disruptive oral or silent prayer or any other form of devotional activity.
- L. Commencement exercises will be free from sectarian influence, including invocations and benedictions.
- M. There will be no school sponsorship of baccalaureate services. Interested parents and students may plan and organize baccalaureate exercises provided that the service is not promoted through the school and staff, and student participation is voluntary.

Students, parents and staff who are aggrieved by practices or activities conducted in the school or district may register their concern with the building principal or district superintendent.

Cross References:	Board Policy 2153 Board Policy 3122 Board Policy 3220 Board Policy 3223 Board Policy 3224 Board Policy 4220 Board Policy 4237 Board Policy 4235 Board Policy 4260	Noncurriculum-related Student Groups Student Absences Freedom of Expression Freedom of Assembly Student Dress Complaints Regarding Staff or Program Contests, Advertising and Promotions Public Performances Use of School Facilities
Legal References:	U.S. Constitution Wash. Constitution Wash. Constitution RCW 28A.600.025 WAC 392-400-227	First Amendment, Fourteenth Amendment Art. I, § 11 Art. 9, Sec. 4 and Art. 26 Student rights of religious expression — Duty of superintendent of public instruction to inform school districts School district rules defining students’ religious rights

CREDIT FOR COMPETENCY/PROFICIENCY

(This policy is designed for competency/proficiency credit in world languages, however, a district can expand the policy to multiple subjects.)

World Languages

The board recognizes the value of preparing students to be global citizens with the skills to communicate in English and other world languages. In our state's diverse communities, it is not unusual for students to have various opportunities to develop language skills, for example, through experiences of using the language at home, attendance at language programs offered in the community, learning online or time spent living abroad. The district encourages students and their families to take advantage of any language learning opportunities available to them.

To enable students to fully benefit from the advantages of multilingualism, the district will encourage students to learn to understand, speak, read and write at a high level of language proficiency. Proficiency can also be demonstrated in languages that are only spoken or signed.

In order to recognize the language proficiency of students, the superintendent is directed to develop procedures for awarding world language credits to students based on demonstrated proficiency across a range of language skills.

Cross References:

2410 – High School Graduation Requirements

Legal References: RCW 28A.230.090(4)(5)

High school graduation requirements or equivalencies—reevaluation of graduation requirements—Review and authorization of proposed changes—Credit for courses taken before attending high school—
Postsecondary credit equivalencies
WAC 180-51-050 High school credit –
Definition

Management Resources:

2010 – August Issue

Adoption Date: 01.25.11
Wenatchee School District
Revised: 2.9.16

February 9, 2016
 2000 Series Board Review – 1st Reading

Policy	Title	WSSDA Action	WSD	Key Changes	Board Decision
2027	District Ownership of Staff-Created Work	Add	Add	New Policy – Classification: Discretionary	
2027P	District Ownership of Staff-Created Work	Add	Add	New Policy – Classification: Discretionary	
2030	Service Animals in Schools	Revise	Yes	Add sentence to Policy: + The superintendent will develop procedures to implement the policy.	
2030P		Add	Add	+ Add Procedure	
2106	Program Compliance	No changes	Reviewed	No changes made	
2150P	Co-Curricular Program	No changes	Reviewed	No changes made	
2337	Disability History Month	Add	Add	Added Disability History Month Policy	
2412	Diplomas for Veterans	Revise	Yes	Slight addition in second paragraph	
2414	Community Service	Add	Add	Added Community Service Policy	
2414P		Add	Add	Added Community Service Procedure	

New Policy

District Ownership of Staff-Created Work

Consistent with federal law, the Board affirms that original works of authorship created by staff members within the scope of employment for use in the District's schools and programs is generally "work made for hire" and owned by the District. Work created by District employees that is "work made for hire" is also a public record and publicly accessible under Chapter 42.56 RCW and District Policy 4040.

The Superintendent will establish implementing procedures to determine whether work created by District employees for use in the District's schools and programs is, in fact, "work made for hire." District procedures will also provide a mechanism for employees to request permission to retain ownership of original works of authorship that were created within the scope of their employment, and for grieving a decision by the District if that request is denied.

Cross References:

2020 - Course Design, Selection and Adoption of Instructional Materials
2022 - Electronic Resources
2025 - Copyright Compliance
4040 - Public Access to District Records

Legal References:

17 U.S.C. _ 101 et seq. Copyright Act of 1976

Management Resources:

2015 - April Policy Issue

Adoption Date:

Classification: **Discretionary**

Revised Dates: ; **04.15**

NEW Procedure

Procedure District Ownership of Staff-Created Work

Purpose of these Procedures

The following procedures have been established by the superintendent pursuant to Board Policy 2027 to determine whether original works of authorship created by district employees for use in the district's schools and programs is "work made for hire" owned by the district. These procedures will also provide a process for employees to request permission to retain ownership of such work created within the scope of their employment, and for appealing a decision by the district if that request is denied.

Original Works of Authorship

Policy 2027 and this procedure apply to original works of authorship entitled to copyright protection under 17 U.S.C. § 102 that are fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.

"Works of authorship" as used in Policy 2027 and this procedure includes, but is not limited to, any of the following:

- Literary works;
- Musical works, including lyrics;
- Dramatic works, including any accompanying music;
- Pantomimes and choreographic works;
- Pictorial, graphic, and sculptural works;
- Motion pictures and other audiovisual works;
- Sound recordings;
- Architectural works;
- Certain work specially ordered or commissioned from a contractor for use as a contribution to a collective work that is identified in a written agreement between the parties as work made for hire;
- Lesson plans; and
- Instructional materials (including Core, Alternative Core, Intervention, Supplemental, and Temporary Supplemental Materials as defined in Policy 2020, Course Design, Selection and Adoption of Instructional Materials).

Work Made for Hire

Under the federal Copyright Act of 1976, 17 U.S.C. § 101 et seq., an employee's original works of authorship that are "work made for hire" are owned by the employer, who by law is the "author" of such works. The "academic exception" or "teacher exception" to "work made for hire" recognized by the common law for scholarly academic writing in the colleges or universities does not extend to the K-12 setting.

In determining whether original work created by district staff is "work made for hire" created within the scope of a staff member's employment, the district will consider the following:

- A. whether the work is of the kind the employee is employed to perform;
- B. whether the work occurred substantially within authorized time and space limits;
- C. whether the work was motivated, at least in part, by a purpose to serve the district; and
- D. whether the employee prepared the materials on his/her own initiative without any prompting, direction, or supervision by superiors.

Procedure: 2027P Instruction

However, original works of authorship created by an employee that are not “work made for hire” created within the scope of employment and that do not violate copyright laws or the provisions of Policy 2025 are owned by the employee.

Original work created by an employee that would otherwise be “work made for hire” created within the scope of employment may still be owned by the employee if the materials do not violate copyright laws or the provisions of Policy 2025, Copyright Compliance, and if the employee and the district expressly agree in a signed, written statement that the employee may retain ownership in the original work of authorship.

Open Educational Resources

Open Educational Resources (OER) are teaching, learning, and research resources that reside in the public domain or have been released under an intellectual property license that permits their free use and re-purposing by others. The purpose of OER participation is to positively impact both the teaching and learning process by providing teachers and administrators with cost-effective materials that are available for sharing, accessing, and collaborating for personalized learning.

Should the Board of Directors by policy or resolution agree to contribute materials to OER repositories or libraries in cooperation with other school districts, the State of Washington, and/or educational organizations, the Board may authorize that any such materials owned by the District be licensed or shared in the public domain to promote OER efforts. Staff will also be encouraged to contribute materials to OER repositories or libraries that they have created and which fall outside the “work made for hire” doctrine.

Requests to Retain Ownership in Original Works and Appealing a Denial

An employee may file a request in writing with the superintendent or the Superintendent’s designee to retain ownership in an original work of authorship created within the scope of employment that does not otherwise violate copyright laws or the provisions of Policy 2025. The superintendent or the superintendent’s designee will consider all the facts and circumstances, as well as the District’s past practices and the best interests of the District, in determining whether to grant the employee’s request.

If the superintendent or the superintendent’s designee grants the employee’s request, the District and the employee shall enter into a signed written agreement that grants the employee ownership in an original work of authorship that would otherwise be “work made for hire.”

If the superintendent or the superintendent’s designee denies the employee’s request, the Superintendent or the superintendent’s designee shall notify the employee in writing that the request has been denied.

If the employee is notified by the superintendent or the superintendent’s designee that such a request has been denied, the employee may request within five (5) days of receiving the written denial to have an informal meeting with the superintendent or the superintendent’s designee regarding the decision.

Following the informal meeting with the employee, the Superintendent or the superintendent’s designee will provide the employee written notice of the results of the meeting.

If, following the informal meeting, the employee’s request is again denied, the employee may file a written request with the Board of Directors to reconsider the decision of the superintendent or the superintendent’s designee.

Within ten (10) school business days of receiving the employee’s written request, the Board of Directors will consider the matter in closed session, vote on the matter in an open public meeting, and notify the employee in writing whether the employee’s request is granted or denied. If the

Procedure: 2027P
Instruction

request is denied, the Board's decision will include information regarding the employee's right to file an appeal with the Superior Court pursuant to Chapter 28A.645 RCW to determine strictly whether the decision was arbitrary or capricious.

Adoption Date:

Classification:

Revised Dates: ; **04.15**

SERVICE ANIMALS IN SCHOOLS

The Wenatchee School District Board of Directors acknowledges its responsibility to permit students and/or adults with disabilities to be accompanied by a “service animal” as required by federal laws and Washington State’s law against discrimination. This policy governs the presence of service animals in the schools, on school property, including school buses and at school activities.

A “service animal” means an animal that is trained for the purpose of assisting or accommodating a disabled person’s sensory, mental or physical disability.

The parent/guardian of a student who believes the student needs to bring a service animal to school or an employee who wishes to bring a service animal to school, must submit a written request to the building principal. The building principal, in consultation with the Section 504 coordinator or director of special services, as appropriate, will determine whether or not to permit the service animal in school.

The superintendent will develop procedures to implement the policy.

Cross Reference:	Policy 2029	Animals as Part of the Instructional Program
	Policy 2161	Education of Students with Disabilities
	Policy 2162	Education of Students with Disabilities Under Section 504
	Policy 3210	Nondiscrimination
	Policy 5010	Nondiscrimination and Affirmative Action

Legal References:	American Disabilities Act (ADA), Revised Title II Regulations, §35 Service animals
	Section 504 of the Rehabilitation Act of 1973
	RCW 49.60.040 Definitions
	RCW 28A.642 Discrimination Prohibition
	WAC 392-145-021(3) General Operating Requirements
	WAC 392-172A-01155 (3) Related Services
	WAC 392-172A-01035 Child with a Disability or Student eligible for Special Education
	WAC 392-190 Equal Educational Opportunity – unlawful discrimination prohibited
	WAC 162-26 Public accommodations, disability discrimination

Adoption Date: 6.26.12
Wenatchee School District Revised: 6.11, **3/12/15**
Classification: Priority

NEW PROCEDURE

Service Animals in Schools Procedure

A. Service Animal Uses

Service animals are animals that are individually trained to perform tasks for people with disabilities such as guiding people who are blind, alerting people who are deaf, pulling wheel-chairs, alerting and protecting a person who is having a seizure or Performing other special tasks. Service animals are working animals, not pets.

Use of service animal by a student with a disability will be allowed in school when it is determined that the student's disability requires such use in order to assist or accommodate access to the instructional program, school services and/or school activities.

Use of a service animal by an employee with a disability will be allowed when such use is necessary as a reasonable accommodation to enable the employee to perform the essential functions of their job or to access benefits of employment provided to all employees in the same job classification.

The use of a service animal by an individual with a disability will not be conditioned on the payment of a fee, security or deposit or surcharge.

B. Requirements for Service Animal Access

Before a service animal will be permitted in school, on school property or at school sponsored events, the student's parent or the employee must provide a description of the task(s) the service animal is expected to perform in assisting the person with a disability.

The district will provide access to a person with a disability who needs a service animal provided that the tasks performed by the service animal are directly related to the disability; and the animal has been individually trained to perform a task, is housebroken; is free of disease and parasites, has a harness, leash or tether so it cannot run free and is under the control of the person with a disability.

A service animal must also be licensed and immunized in accordance with the laws, regulations and ordinances of the City of Wenatchee, the count and the State of Washington.

C. Parents and Animal Handlers

Parents or animal handlers who will be present in school for the purpose of assisting a student with his/her service animal are required to submit to a sex offender registry and criminal background check. In addition, parents and handlers must comply with all standards of conduct that apply to school employees and volunteers.

D. Removal or Exclusion of a Service Animal from School or School Property

The building principal or district administrator may request an individual with a disability to remove a service animal from school, a school sponsored activity or school property if the animal is out of control and the animal's handler does not take effective action to control the animal. Examples of the animal being out of control include, but are not limited to the following:

1. The presence of the animal poses a direct threat to the health and/or safety of others;
2. The animal significantly disrupts or interferes with the instruction program, school activities or student learning. However, annoyance on the part of the others is not an unreasonable risk to property or others to justify the removal of the service animal;
3. The presence of the animal would result in a fundamental alteration of any school program;
4. The individual in control of the animal fails to appropriately care for the animal, including feeding, exercising, taking outside for performance of excretory functions and cleaning up after the animal;
5. The animal fails to consistently perform the function(s)/service(s) to assist or accommodate the individual with the disability;
6. The animal is ill; or
7. The animal is not housebroken.

If the district excludes a service animal, it will provide the individual with a disability the opportunity to participate in the service, program or activity without having the service animal on the premises.

E. Service Animals at School-Sponsored Events

Individuals with disabilities may be accompanied by their service animals to events or activities open to the public that are held in schools or on school property.

The building administrator may revoke or exclude the service animals for the reasons set forth in paragraph "D" above.

F. Responsibility / Liability

1. Neither the district, nor its employees, are responsible for the cost, care or supervision of the service animal. (See ***Policies 2161, Education of Students with Disabilities***, and ***2162, Education of Students with Disabilities Under Section 504, for responsibility for related services***);
2. A service animal must be under the control of its handler. A service animal must also have a harness, leash or other tether, unless either the handler is unable because of a disability to use a harness, leash or other tether, or the use of the harness, leash or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (*e.g., voice control, signals or other effective means*); and

3. The owner/handler of the service animal is responsible for any and all damage caused by the service animal at school, on school premises or at school activities.

G. Appeals

A parent or employee whose service animal has been excluded or removed may appeal the decision to the superintendent. If dissatisfied with the superintendent's decision, the parent or employee may appeal to the board.

H. Resources

1. Superintendent of Wenatchee School District
235 Sunset Avenue
Wenatchee, WA 98801
509.663.8161
2. Superintendent of Public Instruction
Equity and Civil Rights Office
P.O. Box 47200
Olympia, WA 98504-7200
360.725.6162
3. Washington State Human Rights Commission
711 South Capitol Way, Suite 402
P.O. Box 42490
Olympia, WA 98504-2490
360.725.6162
4. Office of Civil Rights
U.S. Department of Education
915 Second Avenue, Room 3310
Seattle, WA 98174
206.607.1600

Wenatchee School District

Adoption Date:

Classification:

Revised Dates:

Program Compliance

Annually, on or before October 1, the superintendent will determine if the district is in compliance with the following program requirements:

- A. Appropriate measures are taken to safeguard all student and school district permanent records against loss or damage;
- B. Provision is made for the supervision of instructional practices and procedures;
- C. Current basic instructional materials are available for required courses of study;
- D. A program of guidance, counseling and testing services is maintained for students in all grades offered by the school district;
- E. A learning resources program is maintained;
- F. The physical facilities of each building are adequate and appropriate for the educational program offered;
- G. There is adequate provision for the health and safety of all students within the custody of the school district;
- H. A current policy statement pertaining to the administration and operation of the school district is available online or in each building's administrative office including, but not limited to, policies governing the school building and classroom visitation rights of non-students;
- I. The district is in compliance with the statutes which prohibit unequal treatment of individuals on the basis of race, sex, creed, color, honorably discharged veteran, sexual orientation, presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability and national origin in activities supported by common schools and which require equal access to Boy Scouts of America and other designated youth groups;
- J. Within each school, the school principal has determined that appropriate student discipline is established and enforced. The school principal has conferred with the certificated employees in the school building in order to develop and/or review building disciplinary standards and the uniform enforcement of those standards;
- K. Written high school graduation requirements and rules have been adopted by the school district board of directors; and
- L. Equivalence among schools in teachers, administrators and auxiliary personnel and equivalence in the provision of curriculum materials and supplies among schools who receive Title 1 funds.

Cross References:	Board Policy 1310	Policy Adoption, Manuals and Administrative Procedures
	2020	Curriculum Development and Adoption of Instructional Materials
	2090	Program Evaluation
	2104	Federal and/or State Funded Special Instructional Programs
	2140	Guidance and Counseling
	2410	High School Graduation Requirements
	3200	Student Rights and Responsibilities
	3210	Nondiscrimination

3231	Student Records
3410	Student Health
4000	Public Information Program
4040	Public Access to District Records
5240	Evaluation of Staff
6800	Operation and Maintenance of District Facilities

Adoption Date: 8.10.98
Wenatchee School District
Reviewed: 12/14
Revised: 10.98; 04.01; 08.04; 10.07; 12.11; 6.26.12
Classification: Essential

Co-Curricular Program

The co-curricular program as defined consists of:

- A. Activities as listed in the Co-Curricular Agreement;
- B. Clubs that are curriculum/program-related and have been approved as part of the associated student body program; and
- C. Student groups/clubs that have not met the requirements outlined in board policy 2150, the WHS ASB Constitution, or do not have a paid advisor position.

Activities/Clubs which operate as an approved associated student body program must have met all conditions as specified in the ASB Constitution. The school principal shall be responsible for assigning a staff member(s) to supervise all such approved programs.

When a club/group does not satisfy the ASB program conditions or ASB status would not be necessary or beneficial, interested students and a proposed staff member-sponsor may seek approval and recognition as a club/group from the school principal. Each approved group shall operate under the guidelines set forth by the principal, including, but not limited to, objectives, membership, supervision, proposed activities, and funding.

In order to be curriculum/program-related an activity/club must meet at least one of the following criteria:

- A. The subject matter of the activity/club is actually taught or will soon be taught in a regularly offered course,
- B. The subject matter of the activity/club concerns the body of courses as a whole,
- C. Participation in the activity/club is required for a particular course,
- D. Participation in the activity/club results in academic credit,
- E. The activity/club is school/community service oriented and provides opportunities to fulfill service requirements in existing school courses/programs.

All WHS Clubs wishing to have a paid advisor position must meet the following requirements:

- A. Meet all ASB charter requirements,
- B. Be in existence for a minimum of three (3) years,
- C. Conduct regularly scheduled meetings (i.e., an average of 1 monthly meeting),
- D. Have a minimum of 15 members, and
- E. Complete the application form attached to this procedure.

The number of paid WHS club advisor positions shall not exceed fourteen (14) for any given school year. A comprehensive list of those positions shall be kept in the Human Resources Department. This does not preclude other groups, as identified in Board Policy 2153, from forming and meeting. If a club with a paid advisor position ceases to exist as per ASB guidelines, an existing club/group that has met all of the qualifications listed above can apply for a paid advisor stipend using the attached form. Stipends will be assigned on a first come, first served basis.

Recognized groups shall have use of school facilities and equipment under terms set forth by the school principal. Groups that are not recognized as a part of the co-curricular program may apply for use of school facilities under conditions set forth in Policy 4260, Use of School Facilities.

Adoption Date: 4.04
Classification:
Revised Dates: 08.13, **3/12/15**

NEW

Disability History Month

The purpose of observing Disability History Month is to encourage students to respect individuals with disabilities rather than pity them, to focus on their strengths and to promote understanding rather than stereotypes. Students will be encouraged to recognize the whole person rather than just an individual's disability.

While observing Disability History Month as required by law during the month of October, and year-round when feasible, the district will conduct a variety of educational activities of its choice designed to foster greater awareness and understanding of individuals with disabilities. The activities may include, but are not limited to, school assemblies, guest speaker presentations, research and writing projects, book studies, art projects and/or film studies. At a minimum, all activities should provide students with the opportunity to learn how people with disabilities have been treated throughout history, how they have been instrumental in changing history and/or how they became active participants in changing societal attitudes about their needs, desires and capabilities.

Suggested topics for activities include:

- Examination of common word usage that stigmatizes people with disabilities;
- Biographical study of important people throughout history who have or had disabilities (e.g., Muhammad Ali, Abraham Lincoln, Harriet Tubman, Lewis Carroll, Michael Phelps, Ludwig Van Beethoven, Michael J. Fox, Franklin Delano Roosevelt);
- Study of the history of the disability civil rights movement;
- Presentations by adults with disabilities in the community, including veterans with disabilities;
- Discussion of disability etiquette;
- Focus on community-based resources for people with disabilities, or the need therefor;
- Volunteering for community service organizations that work with people with disabilities;

- Study of art/music/film that tells the story of a person with a disability or examines the portrayal of people with disabilities;
- Study of a particular historical period focusing on the experience of persons with disabilities.

The Superintendent will develop procedures for building-specific activities to observe Disability History Month.

Cross References:

2336 - Required Observances (Veterans Day, Constitution Day, Temperance and Good Citizenship Day, Disability History Month)

Legal References:

RCW 28A.230.158 Disability history month — Activities

Management Resources:

2014 - August Issue
www.disabilityrightsgalaxy.com
www.wadisabilitymonth.org

Adoption Date: **NEW**
Classification: **Priority**
Revised Dates:

DIPLOMAS FOR VETERANS

The district will issue high school diplomas to an honorably discharged member of the armed forces of the United States who was scheduled to graduate from high school, but who left high school before graduation to serve in World War II, the Korean Conflict or the Vietnam era.

To be eligible for a diploma the veteran or his or her representative must fill out the application provided by the Washington State Department of Veteran Affairs and provide evidence of eligibility, **and have substantial ties to the district.**

Veterans are eligible for the diploma even if they subsequently earned a high school equivalency certificate or are deceased.

The superintendent will determine those veterans who have substantial ties to the district. Examples include, but are not limited to: living or having lived in the district, having attended school in the district, having children or other descendants who have attended school in the district, having been employed by the district or volunteering in the district.

Cross-Reference:	Policy 2410	High School Graduation Requirements
Legal References:	RCW 28A-230-120 RCW 41.04.005	High school diplomas — Issuance — Option to receive final transcripts — Notice “Veteran” defined for certain purposes
Management Resources:		Policy News, June 2008 Diplomas for Veterans Policy News, June 2003 Honoring Veterans of the Korean Conflict Policy News, April 2002 WWII Veterans May Receive Diplomas
Adoption Date:	01.25.11	
Wenatchee School District		
Revised:	3/12/15	

NEW

Community Service

The board recognizes that volunteering connects students to their communities and provides an opportunity for students to practice and apply their academic and social skills in preparation for entering the workforce. The board further recognizes that community service is associated with increased civic awareness and participation by students, and can inspire students to continue their education and skill development beyond high school. Students are encouraged to participate in community service activities as a part of their high school graduation requirements. The board will implement an incentive program to recognize students for achievement in community service and may, in its discretion, include community service in the district's high school graduation /diploma requirements.

Cross References: 2410 - High School Graduation Requirements

Legal References: RCW 28A.320 Provisions applicable to all districts
ESSB 1412 Community Service

Management Resources: 2013 - June Issue

Adoption Date:
Classification: **Essential**
Revised Dates: ; **06.13**

NEW

Procedure Community Service

The Superintendent will implement a process to recognize student achievement in community service. The following programs are suggested but districts may design their own programs to best serve the unique needs of their students:

Varsity Letter Recognition Program

The Varsity letter program is based on the number of volunteer hours completed by students enrolled in grades 9 through 12. Students will complete 145 hours of community service volunteer hours between April 1 and April 30 of the following year. The 145-hour requirement will include: 1) 50 hours of non-school related volunteering in a non-profit or civic service setting and 2) at least one school related requirement. Students must meet a 2.0 GPA requirement prior to participating or receive a GPA requirement waiver from the principal. All activities must be verifiable and students will provide a written log upon completion of the 145-hour requirement.

Certificate of Merit

A certificate of merit program awards students gold, silver or bronze "medals" for completing certain numbers of hours for volunteer community service. Students must meet the 2.0 GPA requirement or receive a GPA requirement waiver from the principal in order to participate. Hours may be accumulated annually or throughout the high school career. Students will keep a written log and hours must be verifiable.

Other Incentives

Districts may implement other incentive programs, including class credit for a required number of community service hours, a class on volunteerism, making a certain number of community service hours a graduation requirement, extra privileges or a special event, field trips and/or a "community service" club.

Adoption Date:

Classification:

Revised Dates: ; **06.13**