



**WSD Board Meeting  
September 27th, 2016  
WSD District Office  
Agenda**

**6:00 PM**

<b>I. PLEDGE OF ALLEGIANCE</b>	<b>TIME</b>
<b>II. CONSENT AGENDA:</b>	<b>02 Min</b>
Minutes: Regular Board Mtg. 9/13/16	Action 1+
Personnel Report	Action 2+
Vouchers/Payroll	Action 3+
Contracts	Action 4+
<b>Second Reading:</b>	
3000/4000 Series Policies	Action 6+
5000 Series Policy Deletes	Action 7+
5000 Series Updates	Action 8+
<b>III. CITIZENS COMMENTS:</b>	<b>03 Min</b>
<b>IV. RECOGNITION: Retirees</b>	<b>05 Min</b>
<b>V. HIGH SCHOOLS ASB REPORTS:</b>	
<b>VI. FACILITIES UPDATES:</b>	<b>15 Min</b>
1) Portable Installation Change Order #1 - Smith Excavation	Action 05 min
2) Capital Facilities Updates	Information 10 min
David Zeitlin, Senior Project Manager, Hill International	
Gregg Herkenrath, Facilities Director	
<b>VII. FIELD TRIP REQUESTS:</b>	<b>15 Min</b>
Jodi Smith Payne, Assistant Superintendent L&T & Teachers & Advisors	
<b>VIII. LEARNING &amp; TEACHING UPDATE:</b>	<b>30 Min</b>
Transforming Professional Learning in the Wenatchee School District	Information 30 min
Jodi Smith Payne, Assistant Superintendent & L&T Professional Learning Design Team	
<b>IX. ENROLLMENT UPDATE:</b>	<b>20 Min</b>
Choice Enrollment Report	Information 10 min
Mark Helm, Executive Director of Student Services	
Enrollment Report	Information 10 min
Les Vandervort, Chief Financial Officer	
<b>X. POLICY UPDATES: 2nd Reading</b>	<b>20 Min</b>
Policy 5201 Drug Free Schools	Action 10 min
Lisa Turner, Executive Director of HR	
4218 Language Access Plan	Action 10 min
Mark Helm, Executive Director of Student Services	
<b>XI. BOARD COMMUNICATION</b>	<b>05 Min</b>
<b>XII. SUPERINTENDENT'S REPORT</b>	<b>05 Min</b>
<b>XIII. ADJOURNMENT</b>	

SEE REVERSE SIDE



# CONSENT AGENDA

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# Wenatchee School District Regular Board Meeting

Minutes of September 13, 2016  
WSD District Office

**Board Members**

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

**6:00 PM**

**Staff Present**

Brian Fiones, 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.  
Ms. Talbot, asked for a motion to approve the consent agenda.

**II. Consent Agenda**

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

**SECONDED:** By Claudia De Robles  
**PASSED UNANIMOUSLY**

**Consent Agenda included:**

**1) Minutes**

**MINUTES:** Minutes of Regular Bd. Mtg. 8/23/16

**2) Personnel Report**

**PERSONNEL REPORT PREPARED BY:** Lisa Turner, HR Director:  
9/13/2016 personnel report: On File

**3) Vouchers/Payroll**

**VOUCHERS PREPARED BY:**

Karen Walters, Director of Accounting: 9/13/16

**General Fund:**

Check numbers 585752 through 585964 totaling \$631,360.12

Check numbers 586006 through 586058 totaling \$361,559.03

**Capital Project Fund:**

Check number 585965 through 585988 totaling \$6,550,942.51

Check number 586059 through 586059 totaling \$1,116.00

**Associated Student Body Fund:**

Check number 585989 through 586005 totaling \$33,085.47

Check number 586060 through 586073 totaling \$15,865.09

**PAYROLL:** Tammy Hubensack, Director of Payroll: None

**4) Surplus Report**

**SURPLUS REPORT:** On File

**5) Contracts**

**CONTRACTS:** Karen Walters, Director of Accounting – 9/13/16

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?
08/26/16	Renewal	No	NCESD	Teacher of Visually Impaired	\$19,500.00 fir 30 days	8/15/16 - 6/30/17	Trisha Craig	Yes	Yes
					<b>Budget Code</b> 2100-26-7098-000				
09/01/16	New	No	Central WA University	College in High School - State Paid	N/A	2016-2017 School Year	Ricardo Iniguez	Yes	No
					<b>Budget Code</b> N/A				
08/30/16	Renewal	No	NCESD	Interagency Services for WVTSC	\$728,000	2016-2017 School Year	Karen Watlers	Yes	Yes
					<b>Budget Code</b> 4500-23-7098-545				
08/24/16	Renewal	No	NCESD	Information Specialist Support	\$13,000	2016-2017 School Year	Karen Watlers	Yes	No
					<b>Budget Code</b> 960-000-85 revenue				
07/18/16	New	No	Seattle Pacific Unoversity	Field Experience - Student Teachers	N/A	9/1/16-9/1/19	Lisa Turner	Yes	No
					<b>Budget Code</b> N/A				

09/06/16	New	No	Sports Court of WA	Basketball Court for WSHS	\$29,500	9/15/16 - until complete	Kory Kalahar	Yes	Yes
					Budget Code				
					Healthy Kids State Grant				
09/06/16	Renewal	No	Skillsource	Open Doors - Drop Out ReEngagement Program	Flow thru 80%	9/1/16 - 8/31/18	Denise Watson	Yes	Yes
					Budget Code				
					0300-27-7096-000				
09/07/16	New		Iowa State University	Internship Agreement that allows us to host Dietetic interns who are working toward their Registered Dietician Credentials.	\$0	10/10/16 is the planned start date for the intern	Kent Getzin		
					Budget Code		I have read this contract and recommend it for board approval.		
					Non needed		9/13/16		This is decided at the district office.

**6) Additional Consent Agenda Items & Changes**

None

**III. Citizens Comments**

Summary of comments:

Christina Medina: Washington Elementary parent concerned about the students having to rush during lunch, not enough time to finish their lunch, they must throw away their lunches, they are starving by the end of the day. She is also concerned about the pickup areas at the school, dangerous situation for the students, different pickup areas for different grades, difficult for parents with more than one child in the school.

Judith Lurie: WHS parent, she is concerned about the 4x4 block schedule that is planned for implementation in the 2017-18 school year. She voiced several of her concerns about the process that took place in choosing the schedule and of the outcomes if implemented. She quoted minutes from a previous board meeting.

Michele Jobe: WSD parent, Ms. Jobe provided a sheet of information for each board member outlining her research on 4x4 block schedules and how it negatively affects students. She is concerned the students may lose valuable electives and have negative test scores, absenteeism and she had many other areas of concern if this schedule is implemented.

Dave Riggs: WHS Journalism Teacher, said he represents other teachers who are also concerned about the 4x4 block schedule that has been approved to start at WHS for the 2017-18 school year. He is concerned how it will impact some of the elective classes, including journalism. He feels there should have been more teacher and student and parent communication and input before the decision was made.

Louise Simons: WHS parent, is concerned about the proposed 4x4 block schedule at WHS next year. She feels the process was not transparent, and wonders how other districts have handled this issue. She is also concerned about the impact on other programs at the school including the before and after school programs.

Four Washington Elementary Students: Students shared their issues with the short lunch periods and having to throw their lunches in the trash if not eaten quickly enough and still being hungry.

Paul Schmidt: WSD parent is concerned about the "Retire – rehire" policy. He feels that this does not send a good message to the taxpayers in our community. He has teachers in his family and hopes the board would look at that issue.

Annette Mueller: Washington Elementary School teacher; she is concerned about the 4x4 block schedule at WHS. She shared her concerns from a teacher's perspective, which included many things including too much time in a period resulting in wasting time because students are not working. Also she feels there has not been enough training for teachers on how to readjust and plan their classroom time. She feels there should have been more communication about this change, allowing teachers, students and parents involved in the decision-making.

The board thanked everyone for attending and sharing their concerns.

**IV. ASB Reports**

WHS: None

WSHS: Vice President of Leadership, Christabella Vasquez Avila, reported the following:

- Great start to the school year, there is a lot of enthusiasm by everyone
- They are currently planning a lot of awesome activities and events for the year
- They will be getting a new athletic facility which will include basketball courts
- Youth United Volunteer Award and recognition to 16 WSHS students
- Courtney and Samantha Welch honored as Student Volunteers of the Year - Luncheon
- Jobs for Washington report
- Math Medal recipient, Carsen Bertram- Jobs for Washington's Grads - 2nd place in Math (First time Washington has had a student place)

**V. Facility Updates**

David Zeitlin, Senior Project Manager, Hill International presented the following reports to the board.

**1) Castle Rock (ECLC) - Fulcrum Amendment 1**

CRLC CIP- Amendment #1 added to their Professional Services Agreement for hazardous building materials observation and testing. More site visits and testing were needed as additional materials were discovered during interior demolition that were hidden which required abatement and additional post-abatement testing. This amendment allows for an increase to their current purchase order.

**RE: Contract Modification Request  
Castlerock School Modernization and Additions**

**Basis for Modification Request**

Fulcrum prepared a best estimate of the time and materials expenses needed to complete observations and testing phase work tasks associated with Castlerock School in 2014. This estimate anticipated fewer site vesting and testing events than what was ultimately determined to be necessary to meeting the obligations under state and federal regulations. In addition materials were discovered during interior demolition that were hidden and required abatement and additional post-abatement testing .

While efforts have been made to diligent manage the existing contract to complete Fulcrum’s responsibilities, we have not been able to accomplish necessary work within the existing contract.

**Estimate of Additional Fees**

Fulcrum estimates that an additional \$10,000 in project fees will be needed to complete project responsibilities.

Wenatchee Schools No. 246				CONTRACT NO. / PO NO. 8421400082
PROFESSIONAL SERVICES CONTRACT MODIFICATION				MODIFICATION NO. 1
CONSULTANT NAME & ADDRESS				
Fulcrum Environmental Consulting			August 31, 2016	
Name 207 W Boone Ave., Spokane, WA 99201			Vendor No. Date	
(509) 574-0839				
Telephone Number			FEDERAL ID TAX NUMBER	
FISCAL YR.	ACCOUNT CODE	OBJECT CODE	LOCATION/SOURCE	MODIFICATION AMOUNT
2015-2016	1421 22 7000 100			\$10,000
<p>The following changes in your contract with the Wenatchee School District No 246 dated April 14, 2015 are hereby approved as indicated below:          DESCRIPTION OF SERVICES CHANGE: * Except as specifically modified below, the Original contract remains in force.          Castle Rock Special Education Learning Center: More site visits and testing were needed as additional materials were discovered during interior demolition that were hidden which required abatement and additional post-abatement testing per modification request dated August 25, 2016 from Fulcrum Environmental Consulting.</p>				
DATE EXTENSION CHANGE: (Indicate reason for extension of time in description of service change area)				
DOLLAR AMOUNT CHANGE:				
(Indicate reason for dollar change in description of service change area)				
Original Contract Sum:		\$	17,000.00	(not to exceed)
Net Change of Prev. Authorized Mods # 0 thru #0:			0.00	
Contract Sum Prior to this Modification:		\$	17,000.00	(not to exceed)
Contract Sum change by this Modification:			10,000.00	
Net Contract Sum Including this Modification:		\$	27,000.00	

After a few questions a motion was made.

**MOTION MADE:** Laura R. Jaecks made the motion to approve Castle Rock (ECLC) - Fulcrum Amendment 1 as presented by David Zeitlin, Hill International Senior Project Manager.

**DISCUSSION:** None

**SECONDED:** By Walter Newman

**PASSED Unanimously**

**2) ECLC - WLK Change Order 5:** Added to the contract between WLK Joint Venture and WSD dated 8/03/16. This change order #5 has three (3) changes that are additive costs to the contract. See the architects’s narrative.

SITUATION

Change Order No. 5 is attached for your review. The change order includes three (3) owner requested changes to the construction contract for the Castle Rock Learning Center Modernization project. The three (3) changes are additive cost changes to the construction contract. Two (2) of the changes are owner requested. One (1) of the changes is due to construction coordination.

The cost of the changes from Change Order No. 5 is within the budget established for this project. The total for change orders to date is 3.48% of the construction contract amount.

<u>Original Construction Contract Amount</u>	\$4,664,835.84
<u>Current Change Order</u>	
Change Order No 5	\$3,209.00
<u>Total Change Orders</u>	
Change Order 1 thru 5	\$162,555.00
<u>Contract Amount including this Change Order</u>	\$4,827,390.84

RECOMMENDATION

The Board of Directors approves Change Order No. 5 to WLK Joint Venture, Inc. for the Castle Rock Learning Center Modernization Project in the amount of \$3,209.00 increasing the contract amount to \$4,827,390.84.

**Re: Castle Rock Learning Center Modernization Project  
Change Order No. 5  
Wenatchee School District**

Below is a brief description of each of the construction change directives (CCD's) which make up Change Order No. 5

**CCD 011r1 \$765.00**

- Per the Owner's request, remove the trays from the markboards in Classrooms 401, 402 & 403 and replace with a trim piece.

**PR 005 \$1,291.00**

- Per the Owner's request, this CCD was issued for the additional cost to change the verbiage of the exterior lettering on the building from "ECLC" to "CASTLE ROCK".

**PR 007 \$1,153.00**

- The HVAC system was revised in the Health Room to account for heat generated by the ice maker installed in the room. The changes included:
  - Add a transfer air grille between the Health Room and Waiting area.
  - Revise the grille sizes in the room
  - Balance the system to provide 270CFM of air.

After a brief discussion a motion was made.

**MOTION MADE:** Robert Sealby made the motion to approve ECLC - WLK Change Order #5 as presented by David Zeitlin, Hill International Senior Project Manager.

**DISCUSSION:** None

**SECONDED:** By Laura R. Jaecks

**PASSED Unanimously**

**3) WES - WLK Change Order 6:** WES CIP Change Order #6 to the contract between WLK Joint Venture & WSD dated 8/03/16.

This change order #6 has eleven (11) changes. Ten (10) are additive costs to the contract and one (1) is a deductive cost tot the contract. See the architect's narrative.

SITUATION

Change Order No. 6 is attached for your review. The change order includes eleven (11) changes to the construction contract for the Washington Elementary School Construction project. Seven (7) of the changes are due to construction related coordination activities; four (4) were owner requested items. Ten (10) changes are additive and one (1) change is a deductive cost change to the construction contract.

The cost of the changes from Change Order No. 6 is within the budget established for this project. The total for change orders to date is 2.03% of the construction contract amount.

<u>Original Construction Contract Amount</u>	\$24,071,602.03
<u>Current Change Order</u>	
Change Order No 6	\$104,072.00
<u>Total Change Orders</u>	
Change Order 1 thru 6	\$488,147.00
<u>Contract Amount including this Change Order</u>	\$24,559,749.03

RECOMMENDATION

The Board of Directors approves Change Order No. 6 to WLK Joint Venture, Inc. for the Washington Elementary School Construction Project in the amount of \$104,072.00 increasing the contract amount to \$24,559,749.03.



THE ARCHITECT: TCF Architecture PLLC

The Contract is changed as follows:

ITEM	DESCRIPTION	ADD OR DEDUCT	AMOUNT
CCD 054	Delete berm, extend downspout to catch basin	Add	\$2,104.00
CCD 055	Widen sidewalk at Loading Dock to clear gas meter	Add	\$1,414.00
CCD 056	Delete trees at Bus Loop	Deduct	(\$1,270.00)
CCD 062	Revise sidewalk and Bus Loop grading	Add	\$6,856.00
CCD 063	Provide waterline to second portable at WES	Add	\$1,210.00
CCD 069	Revise return air grilles at proscenium opening	Add	\$3,754.00
CCD 070	Provide power to trash compactor	Add	\$3,062.00
CCD 072	Move staff boxes from old WES to new WES	Add	\$33,889.00
CCD 073	Revise ceiling at room2101	Add	\$676.00
CCD 075	Move portables	Add	\$50,546.00
PR 019	Revisions to landscaping at NW corner of site	Add	\$1,831.00
<b>TOTAL AMOUNT FOR THIS CHANGE ORDER</b>		<b>ADD</b>	<b>\$104,072.00</b>

**SUMMARY**

The original Contract Sum was	\$24,071,602.03
Net change by previously authorized Change Orders	\$384,075.00
The Contract Sum prior to this Change Order was	\$24,455,677.03
The Contract Sum will be increased by this change order	\$104,072.00
The new Contract Sum including this Change Order will be	\$24,559,749.03

The Contract Time will be unchanged.

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

**Re: Washington Elementary School Replacement  
Change Order No. 6 Narrative  
Wenatchee School District**

Below is a brief description of each of the construction change directives (CCD's) and proposal requests (PR's) which make up Change Order No. 6

**CCD054 \$2,104.00**

- Due to the berm at the southeast corner of WES being deleted a downspout drainline, which daylighted at the berm, had to be extended to a catchbasin at the stormwater gallery.

**CCD055 \$1,414.00**

- The west end of the sidewalk adjacent to the loading dock had to be widened to provide ADA required clear width past the gas meter.

**CCD056 (\$1,270.00)**

- Per City approval, the trees between the bus loop and sidewalk along Washington St were deleted. This was done due to the narrow planting strip which would allow the low tree canopies to extend into the bus loop and sidewalk.

**CCD062 \$6,856.00**

- The slope of the sidewalk on the south side (building side) of the bus loop was revised to slope toward the bus loop. This was done to drain the water from the sidewalk in the bus loop where it is collected in storm drains versus draining the water into the landscaping in front of the building.

**CCD063 \$1,210.00**

- Provide a water supply line to the revised location of the second portable at the west end of WES.

**CCD069 \$3,754.00**

- Due to the size and required position of structural steel columns at each side of the Proscenium opening, the return air grilles had to be move sideways. This move required the wood slats that covered them to be widened to cover the edges of the grilles that became exposed.

**CCD070 \$3,062.00**

- The contract documents did not account for power at the trash compactor at the loading dock. This CCD added power from the building to the trash compactor.

**CCD072 \$33,889.00**

- This CCD was issued for moving services to move boxes of materials, books, etc from old WES to new WES.

**CCD073 \$676.00**

- The ceiling above the Reception Desk was revised from a hard GWB ceiling to a suspended panel ceiling with GWB soffit at the perimeter to allow access to equipment above the ceiling.

**CCD075 \$50,546.00**

- Move two existing portables from the east side of CRLC to another District property.

**PR019 \$1,831.00**

- Revise the landscaping at the northwest corner of the site to replace trees with low shrubs in response to the neighbors request to maintain their view of Saddle Rock.

After a brief discussion and verifying that this will not effect the completion date a motion was made.

**MOTION MADE:** Robert Sealby made the motion to approve WES - WLK Change Order #6 as presented by David Zeitlin, Hill International Project Manager.

**DISCUSSION:** None

**SECONDED:** By Claudia De Robles

**PASSED Unanimously**

Discussion followed about the items that need to be fixed at Washington Elementary:

- Paint – poor workmanship
- Gym floor - not a complete even surface
- The many issues and why it has been so difficult was discussed
- The board was assured there is a better working relationship with the contractor now

4) **WSHS - Nelson Geotechnical:** Healthy Kids Grant Basketball Court Earthwork Geotechnical consultation services per Nelson Services Agreement dated Sept. 1, 2016.



**NELSON GEOTECHNICAL  
ASSOCIATES, INC.**  
GEOTECHNICAL ENGINEERS & GEOLOGISTS

Main Office  
17311 – 135<sup>th</sup> Ave NE, A-500  
Woodinville, WA 98072  
(425) 486-1669 · FAX (425) 481-2510

Engineering-Geology Branch  
5526 Industry Lane, #2  
East Wenatchee, WA 98802  
(509) 665-7696 · FAX (509) 665-7692

## SERVICES AGREEMENT

### NGA Project No. 969116

This agreement is made between Wenatchee School District c/o Gregg Herkenrath and **NELSON GEOTECHNICAL ASSOCIATES, INC. (NGA)**, for geotechnical consultation services and earthwork construction monitoring services, at the planned new basketball court located at the Westside High School in Wenatchee, Washington. We have not been provided site plans at this time, but expect to be provided plans at the time of our site visits.

You plan to construct a new basketball court within this property, consisting of a 6-inch thick, concrete reinforced slab-on-grade, with monolithic thickened edges for frost protection. You are requesting that a qualified geotechnical engineering firm observe, analyze, and provide recommendations for sub-slab subgrade preparation, based on the prevailing near-surface soils conditions. We are familiar with the issues, and have performed prior work in the general area. You have requested that we observe the sub-slab soil conditions, provide our recommendations for subgrade improvements, and then approve the subgrade for slab concrete placement.

We propose to perform site observations during initial site excavation and determination of suitability. To perform this work, we anticipate the need for geotechnical site observations, shallow test holes and probings, and evaluate the prevailing soils conditions. The intent is to provide you with our geotechnical opinion regarding the sub-slab soils, and preparation and suitability for slab placement as proposed. We will provide field reports, a letter discussing our field work, and our opinions, recommendations and approval for your use.

Based on our understanding of the project, services to be provided by NGA include the following:

1. Review available soil and geologic maps of the area and available information.
2. Observe slab area excavation.
3. Provide recommendations for slab-on-grade subgrade improvements, as necessary.
4. Provide recommendations for site area earthwork development, as necessary.
5. Observe excavation for the proposed slab area and provide reports on our observations and earthwork monitoring.
6. Provide in-place density test results using a nuclear densometer, if necessary.
7. Provide a geotechnical letter with our concluding opinions and recommendations, based on field observations and analyses.

The professional services listed above will be provided on a time and materials basis, in accordance with our GENERAL CONDITIONS and our February 2013 STANDARD FEE SCHEDULE, copies of which are attached to this agreement. Charges will include job setup, travel and mileage, field work, consultation time, review, and geotechnical letter preparation. Please note, interest at the rate of 1.5% per calendar month shall be assessed on accounts unpaid 30 days after invoice.

Brief discussion on the basketball court and the condition of the soil.

**MOTION MADE:** Robert Sealby made the motion to approve WSHS - Nelson Geotechnical Agreement as presented by David Zeitlin, Hill International Project Manager.

**DISCUSSION:** None

**SECONDED:** Claudia De Robles

**PASSED Unanimously**

5) **LIN - Forsgren Amendment 2-** Professional Services Agreement for special testing and inspection services are required. These services have been completed and there are more testing and inspection services to follow. This amendment allow for an increase to their current purchase order.

The following is a Request to Amend the Scope of Services for Lincoln Elementary School Testing & Special Inspection Fee Budget Estimate dated 12/23/15. Services will be performed in accordance with the original hourly/per test rates. Re-tests (extra work) will be billed at the hourly rate of the technician performing the work. Laboratory tests will be billed at the per test rate. The Contractor shall contact Forsgren Associates, Inc. a minimum of 48 hours prior to all required testing. The following is a breakdown of our proposed services by task, as well as, cost per task throughout the remainder of the project:

<b>BREAKDOWN REQUEST OF ADDITIONAL TESTING AND SPECIAL INSPECTION</b>	
<b><u>TASK 1 - EARTHWORK   ASPHALT TESTING</u></b>	<b>\$7,850.00</b>
Technician to sample materials and perform compaction Tests and Lab Tests.	
<b><u>TASK 2 - CONCRETE TESTING</u></b>	<b>\$0.00</b>
Technician to perform Concrete Control Tests, Re-bar/Epoxy Inspection and Compressive Strength Tests. Testing to be performed periodically throughout the remainder of the project.	
<b><u>TASK 3 - CMU MASONRY TESTING INSPECTION</u></b>	<b>\$3,860.00</b>
Tech to perform Grout/Mortar Control Test, Rebar Inspection & Casting Samples and perform Compressive Strength Test.	
<b><u>TASK 4 - STRUCTURAL STEEL TESTING INSPECTION</u></b>	<b>\$2,450.00</b>
Visual Welding and Bolt Inspection.	
<b><u>TASK 5 - PROJECT SUPPORT SERVICES</u></b>	<b>\$0.00</b>
Construction Manager/Inspector VI: Project Management Coordination, Report review. Project Assistant/Clerical III: Project Support and Report Distribution. This Task will be performed periodically throughout the remainder of the project.	
<b>AMENDEMENT TOTAL \$14,160.00</b>	

- € The soils have been a moving target throughout the beginning of the project. With the soils being moved from one end of the site to the other we have performed compaction test multiple times on the same material. Also, with the amount of over excavation of the unsuitable soils, we have had to perform additional compaction test on the structural fill as it is being placed in lieu of the unsuitable soils. This is separate from Nelsons task.
- € The City of Wenatchee has become more stringent this year in enforcing the IBC 1704 building special inspection and testing requirements. More time and effort from the testing/inspection agency has been needed to meet/fulfill the IBC special inspection testing requirements. This is especially true with the CMU Masonry and Structural Steel portions of the project
- € The CMU Masonry testing and special inspection were proposed as an "On Call" bases. Early on during the CMU phase we were requested by General Contractor (Lydig), in conjunction with the city of Wenatchee, to be on-site full time to inspect the rebar in the bond beam before it was grouted. In order to facilitate the contractors schedule we proceeded with the inspection after confirming with the owners rep.
- € The City of Wenatchee has recently required that the welding inspection be performed by a "Certified Welding Inspector". The closest Certified Welding Inspector is in Tri-Cities, Spokane and Seattle area. This has added additional cost to the budget due to logistics.

**Budget Amendment (2) Estimate of Materials Testing/Special Inspection Services**

Upon review of the contractor's remaining construction schedule and assuming not encountering any additional unforeseen conditions or deviation from the schedule, we propose **\$14,160** Amendment (2) to the original budget estimate for Testing and Special Inspection services. This Budget Amendment request is also based on an Hourly on call basis by the Contractor utilizing industry standard practices and scheduling procedures.

If this Budget Amendment Request (2) summarizes our understanding of the remaining scope of work and is acceptable, please sign and return to our office.

FISCAL YR.	ACCOUNT CODE	OBJECT CODE	LOCATION/SOURCE	MODIFICATION AMOUNT
2015-2016	1413 21 7000 100 (40%)			\$14,160
	1413 22 7000 100 (60%)			
<p>The following changes in your contract with the Wenatchee School District No 246 dated April 14, 2015 are hereby approved as indicated below:            DESCRIPTION OF SERVICES CHANGE: * Except as specifically modified below, the Original contract remains in force.            Lincoln Elementary School: Additional testing and inspection services are required and are outlined in the breakdown request dated August 12, 2016 from Forsgren Associates Inc.</p>				
DATE EXTENSION CHANGE: (Indicate reason for extension of time in description of service change area)				
DOLLAR AMOUNT CHANGE:				
(Indicate reason for dollar change in description of service change area)				
Original Contract Sum:		\$	37,000.00	(not to exceed)
Net Change of Prev. Authorized Mods # 0 thru #1:			20,495.00	
Contract Sum Prior to this Modification:		\$	57,495.00	(not to exceed)
Contract Sum change by this Modification:			14,160.00	
Net Contract Sum Including this Modification:		\$	71,655.00	



**MOTION MADE:** Robert Sealby made the motion to approve LIN - Forsgren Amendment 2- Professional Services Agreement as presented by David Zeitlin, Hill International Senior Project Manager.

**DISCUSSION:** None

**SECONDED:** Laura R. Jaecks

**PASSED Unanimously**

**6) Rec Park - SLA Landscape Amendment 1** - To master plan refinement and construction documents and administration of indoor athletic batting facility at Rec Park. Amend the original contract dated July 1, 2015 between SLA and WSD to provide for architectural, engineering and landscape services for the hitting/pitching facility at Rec Park per quote dated August 1, 2016.

FISCAL YR.	ACCOUNT CODE	OBJECT CODE	LOCATION/SOURCE	MODIFICATION AMOUNT
2016-17	20 E 530 1501 12 7000 500			NTE \$80,000.00
<p>The following changes in your contract with the Wenatchee School District No 246 dated July 1, 2015 are hereby approved as indicated below:            DESCRIPTION OF SERVICES CHANGE: * Except as specifically modified below, the Original contract remains in force.            Amendment #1 to the original contract dated July 1, 2015 between SLA and WSD to provide for architectural, engineering, and landscape services for the hitting/pitching facility at Rec Park per quote dated August 1, 2016.</p>				
DATE EXTENSION CHANGE: (Indicate reason for extension of time in description of service change area)				
DOLLAR AMOUNT CHANGE:				
(Indicate reason for dollar change in description of service change area)				
Original Contract Sum:		\$	12,500.00	(not to exceed)
Net Change of Prev. Authorized Mods # 0 thru #0:			0.00	
Contract Sum Prior to this Modification:		\$	12,500.00	(not to exceed)
Contract Sum change by this Modification:			80,000.00	
Net Contract Sum Including this Modification:		\$	92,500.00	
<p>This modification becomes a part of the original contract when signed by the consultant and the Wenatchee School District No 246:            I hereby approve and authorize change to this contract.</p>				

Scope of Services Continued

- Construction Documents (Phase One with Phase Two Infrastructure)
  - Produce construction documents for public bid (plans and specifications)
  - Submit to necessary regulatory agencies for review (permit, etc.)
  - Cost estimate
  - Final design review meeting with stakeholders
- Bidding and Negotiating
  - Administer public bid process
  - Respond to bidder questions and issue addenda
- Construction Administration
  - Office and on-site construction administration
  - Review pay applications
  - Attend jobsite meetings and prepare minutes
  - Punchlist and closeout documentation

Fee

We propose to provide the services and work identified above for a fixed fee of \$77,845.00 (excluding reimbursable expenses, estimated not to exceed \$1,500.00).

In addition to the following breakdown I've attached each discipline's cost estimate with their description of work and associated fees:

- Zervas (Architect) \$22,880.00
- Pacific Engineering (Civil, hourly not to exceed) \$13,250.00
- Pacific Engineering (Structural) \$13,250.00
- Sazan (Mechanical) \$ 7,185.00
- Sazan (Electrical) \$ 8,770.00
- SLA (Landscape/Cages/Turf) \$10,510.00
- Woolsey (Cost Estimating) \$ 2000.00

Re: Wenatchee School District No. 246 – Athletic Facility

Dear Mr. Herkenrath,

This letter is to detail our proposal for Architectural, Engineering, and Landscape services for the proposed Wenatchee School District No. 246 – Hitting/Pitching Facility (see attached engineering proposals for additional information). The following is a brief *Project Description, Scope of Services*, and associated *Fees*.

Project Description

Project entails construction of a new 4,000 square foot single story, pre-engineered metal building. The facility will be utilized for instructional batting and pitching practice. The project will be constructed in two phases. The first phase will only include site improvements, structure, minimal finishes, mechanical and electrical infrastructure systems, and batting cages. The second phase will include build-out of a coach's office, shower room, and team locker room. A total project cost of \$550,000.00 (\$350,000.00 - \$380,000.00 MACC) has been allocated for phase one of this project. Refer to Attachments A (floor plan, elevations, and section) for additional information.

Scope of Services

SLA/Zervas team will provide schematic design through construction administration services for the proposed Hitting/Pitching Facility, which will include, but not limited to:

- Schematic Design (Full Build-out)
  - CAD base drawings
  - Consultant coordination
  - Material selection
  - Modeling
  - Design review meeting with stakeholders
- Design Development (Phase One Only)
  - Consultant coordination and system integration
  - Design review meeting with stakeholders



**Discussion:**

- Summary of batting cage history
- Original contract is the schematic design
- The original agreement did not know scope of the project
- This kind of agreement is done a lot in construction projects, auditors would be familiar with it and an easy explanation.

**MOTION MADE:** Laura R. Jaecks made the motion to approve Rec Park - SLA Landscape Amendment 1 as presented by David Zeitlin, Hill International Senior Project Manager.

**DISCUSSION:** None

**SECONDED:** Walter Newman

**PASSED Unanimously**

**7) Federal Building Update (Old Post Office):**

Mr. Zeitlin gave an update to the board for discussion from the Facilities meeting.

- The Facilities Committee met on Sept. 7<sup>th</sup> to review the possibility of applying for the Federal Building that has been under consideration by WSD as a possible school site.
- There were around 25 people present for the meeting.
- He reported that after a long discussion considering a couple scenarios for the 1<sup>st</sup> and 2<sup>nd</sup> floors they looked at the financial end of the project.
- It would still run close to \$40-50 M to totally renovate – according to our due diligence still not addressing other issues in the district
- Pros and cons were discussed:
  - How would it effect the WHS modernization?
  - Will it ensure having 600 less students at WHS?
  - Will we still need to move students to our present locations at WSHS and WVTSC?
- An almost unanimous vote not in favor of moving forward with the Federal Building
- The building is 43 years old, needing many updates
- Systems are past useful life, need new almost everything
- It would take money away from WHS modernization
- Committee felt the money would be better utilized for WHS
- The money into the Federal Building could go to a brand-new property in the district also
- The next Facilities meeting, they will prepare a recommendation for the board
- It would have been pushing it to get it done in three-years, but could possibly be done
- The lack of accessibility to the building plans made it difficult, due to Homeland Security housed in the building

The board thanked the committee, Mr. Zeitlin and Mr. Bassett for all the time, effort and work on the due diligence and research that went into this project, they felt it needed to be done.

**VI. New Business**

**1) Professional Development Jensen Learning Agreement**

Jodi Smith Payne, Assistant Superintendent Learning & Teaching presented the following to the board for approval: Eric Jensen, PhD, is a world renown author and presenter will be instructing our K-12 staff both days. It is a 2-day training with the brain in mind - professional development for all certificated staff on August 21-22, 2017.

**Eric Jensen**

**Highly Regarded Expert**

**Cost**

**• Aligned to District Initiatives**

– Marzano Framework

– GLAD

– PBIS

- 5 Containers (Flint Simonson)
- ACES/Whole Child (ASCD)
- Engagement (Marcia Tate)
- Engagement + Poverty + Brain Research (Eric Jensen)

**• Expertise in synthesis + application of brain research regarding learning and poverty**

- Marcia Tate’s mentor
- Must book 2 years in advance
- Authored over 28 books
- *Poor Students, Rich Teaching – Mindsets for Change @ Pro-Growth this year*
- Copies for you!
- Comments from our staff – July workshop

• \$20,000 to send 20 staff to Jensen Workshop in San Antonio

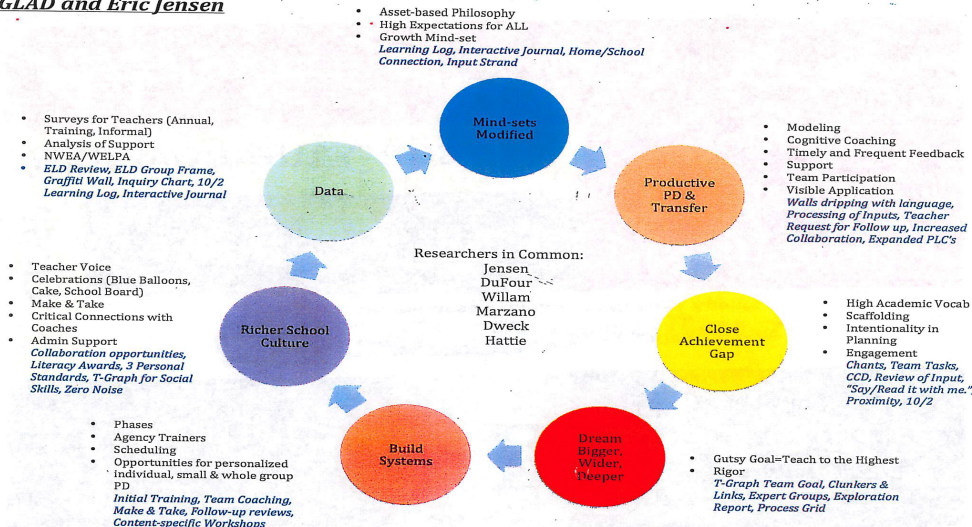
• \$26,000 to train 550 staff in Wenatchee

• No subs needed

• PD days included in teacher contract

Ms. Smith Payne presented the following graphic to illustrate how it is in alignment with GLAD:

**GLAD and Eric Jensen**



After a brief discussion Ms. Smith Payne asked for approval.

**MOTION MADE:** Laura R. Jaecks made the motion to approve the Professional Development Jensen Learning Agreement as presented by Jodi Smith Payne, Assistant Superintendent Learning & Teaching.

**DISCUSSION:** Clarification of the date of the instruction for Aug. 21-22, 2017.

**SECONDED:** Walter Newman

**PASSED Unanimously**

- 2) **2016-17 Co-curricular Contract:** Lisa Turner, Executive Director of Human Resource presented the following memo along with the contract:

FROM: Lisa Turner  
 RE: Co-Curricular Ratification  
 DATE: September 13, 2016

The Wenatchee School District has concluded negotiations with WenEA for the Co-Curricular Employees agreement that expired August 31, 2016. This contract was recently ratified through the Co-Curricular Employees Association.

We are seeking your approval of this contract at the September 13, 2016 board meeting. I have attached a copy of the contract complete with the agreed changes.

The material changes are outlined below

- Increase in base salary for all positions.
- Increase level of Athletic Trainer position
- Created two seasons for cheerleading, dance and academic teams
- Placement of Math is Cool, Unified Sports, Heads-up football, and drill team.
- Language to require dues to be deducted from non-WenEA members
- Language requiring all coaches to be at least 21 years of age
- Language clarifying when and how stipends will/can be paid
- Language for Volunteer coaching
- Professional Development dollars for each coach to meet coaching requirements
- Guidance for meal payments for coaches
- Modification of coaching evaluation

**MOTION MADE:** Robert Sealby made the motion to approve the 2016-17 Co-curricular Contract as presented by Lisa Turner, Executive Director of Human Resource.

**DISCUSSION:** None

**SECONDED:** Laura R. Jaecks

**PASSED Unanimously**

## VII. Policy Updates

Board President, Jennifer Talbot, reminded the board that the 2<sup>nd</sup> Reading of policies would be put on the Consent Agenda at board meetings unless otherwise requested by board members or determined at Agenda Review meetings with the Superintendent.

### 5000 Policy Series 1<sup>st</sup> Reading

Lisa Turner, Executive Director of Human Resource presented the following policy updates for first reading:

- Policy 5001 Hiring of Retired School Employees
- Policy 5201 Drug Free Schools
- Policy 5240 Evaluation of Staff
- Policy 5610 Substitute Employment

Policy	Title	Suggested Action	District Recommendation	Rationale
5201	Drug-Free Schools, Community and Workplace	Essential	Revise	This policy has been updated to reflect changes in state law regarding marijuana and to provide instruction that a medical professional make the determination on the impact of prescription drugs on an employees ability to perform the duties of their job.
5240	Evaluation of Staff	Essential	Revise	This policy has been updated to remove procedural implementation language. The procedure has been deleted entirely to avoid confusion with collective bargaining agreements, which typically address evaluations.
5001	Hiring of Retired School Employees	Essential	Revise	This policy has been updated to reflect the changes in legislation related to retiree's under early retirement incentives.
5610	Substitute Employment	Essential	Revise	Policy update to include a new annual reporting requirement for Districts to OSPI

It was requested by the board that Policy 5201 – Drug Free Schools, would come back as an agenda item for 2<sup>nd</sup> Reading at the next board meeting, but the other 5000 adoption policies and the 5000 series of deletion policies would go on the consent agenda.

### 5000 Policy & Procedures Deletion 1<sup>st</sup> Reading

Policy	Title	Suggested Action	District Recommendation	Rationale
5203P	Procedure - Employee Assistance Program	Delete	Delete	The procedure has been deleted because an implementing procedure is unnecessary and overly prescriptive. Each employee may present different needs and fact patterns that cannot be addressed in one comprehensive procedure
5211	Policy - Transfers	Delete	Delete	This policy has been deleted because most transfer and reassignment for represented personnel are regulated by collective bargaining agreements and this policy can create confusion if it runs counter to such provisions. Non-represented personnel work in such varied and assorted positions that a comprehensive policy is difficult to apply to all situations.
5215	Policy - Assignment & Transfer of cert admin staff	Delete	Delete	This policy has been deleted because it is an unnecessary reiteration of the procedure process for transfer of certificated administrative staff pursuant to RCW 28A.405.230
5221	Policy - Part Time Staff	Delete	Delete	This policy has been deleted because it is not necessary to authorize the hiring of part-time staff. Additionally, part-time staff are employed in such varied and assorted positions that each situation cannot be covered by a single policy or procedure.
5230/5230P	Policy & Procedure-- Job descriptions responsibilities	Delete	Delete	This policy and procedure have been deleted due to the fact that Human Resources departments regularly modify job descriptions so listing them in a policy is inappropriate.
5280P	Procedure - Termination of employment	Delete	Delete	This procedure has been deleted because these processes are regulated by state statute and collective bargaining agreements.
5252P	Procedure - Staff Participation	Delete	Delete	This procedure has been deleted because Policy/Procedure 4400 covers election activities and PDC requirements.
5281P	Procedure - Disciplinary Action and Discharge	Delete	Delete	This procedure has been deleted because it is an unnecessary reiteration of the policy, RCW's, and applicable collective bargaining agreements.

### 3000/4000 Policy Series 1<sup>st</sup> Reading

Mark Helm, Executive Dir. of Student Services presented the following for 1<sup>st</sup> Reading.

- Policy 3115 Homeless Students
- Policy 3231 Student Records
- Procedure 3231P
- Policy 3241 Classroom management, Discipline & Corrective
- Procedure 3241P
- Policy 4218 Language Access Plan

Policy	Title	Suggested Action	District Recommendation	Rationale
3115	Homeless Students	Essential	Approve	Added provisions for unaccompanied youth
3231	Student Records	Essential	Approve	Updated to align retention schedules with both School District records retention schedules but also Local Government Records Retention Schedule.
3231P	Student Records Procedures	FYI		Revised procedures to reflect the Local Government Records Retention Schedule.
3241	Classroom Management, Discipline and Corrective Action	Essential	Approve	Added disproportionality provision and changes to "academic term"
3241P	Classroom Management, Discipline and Corrective Action Procedure	FYI		Reflects recent changes in RCWs and WACs - one big change is the prohibition of Long Term Suspension/Expulsion for "discretionary discipline."
4218	Language Access Plan	Priority	Approve	New policy created to provide limited English proficient (LEP) parents so they can fully participate in their child's education.

The board requested that Policy 4218 Language Access Plan be held out for 2<sup>nd</sup> Reading as an agenda item at the next board meeting for additional information and questions.

## VIII. Communications

Board President asked for communications from the board:

- Reminder of the Regional Washington State School Directors Association is coming up. The meeting is in Ephrata at the high school library on Oct. 19<sup>th</sup>. Please let Lindee Akers know if you plan on attending. Dinner will be served and reservations will need to be made.
- Reminder about the school visit on September 15<sup>th</sup> at Valley Academy.
- WSSDA/WASA Legislative Assembly is coming up September 23<sup>rd</sup> & 24<sup>th</sup>, please give Ms. Talbot any topics you would like her to take with her to share.
- Ms. Akers will forward the information on the National School Board Association's Annual Conference in March 2017. Decision needs to be made who or if the board will attend.
- Discussion followed about the WHS 4x4 schedule.

## IX. Superintendent's Report

Supt. Flones reported that there is a District Learning Team meeting on Thursday of this week, 3:30 - 7:00 pm.

## X. Meeting Adjourned

President Jennifer Talbot adjourned the meeting at 8:00 p.m.

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

Date \_\_\_\_\_

**WENATCHEE SCHOOL DISTRICT NO. 246  
SEPTEMBER 27, 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:

- Miesha Brown: Para Educator for 3 hrs/day at L&C, effective September 8, 2016;
- Charles Cutter: Lifeguard at WHS, effective August 31, 2016 through June 9, 2017;
- Betty Fong: Para Educator for 6.25 hrs/day at SS, effective September 7, 2016;
- Quynnton Hamilton, Lifeguard at WHS, effective August 22, 2016 through June 9, 2017;
- Mikela Kowatsch: Para Educator for 3 hrs/day at MV, effective September 19, 2016;
- Chris Lutgen: Director of Transportation for 8 hrs/day, 260 days, at Transportation, effective October 17, 2016.
- Ana Martinez Verduzco: Bilingual Para Educator for 8 hrs/day at WHS, effective September 2, 2016;
- Crystal Morrell: Lead Elementary Server for 4 hrs/day at SS, effective August 30, 2016;
- Rick Pepin: Bus Driver for 3.25 hrs/day at Transportation, effective August 30, 2016;
- Susan Perez: Sped Para Educator for 6 hrs/day at WA, effective August 30, 2016;
- Carolyn Petersen: Lifeguard at WHS, effective August 31, 2016 through June 9, 2017;
- Samanta Reynoso: Attendance Secretary for 8 hrs/day at WHS, effective September 1, 2016;
- Mary Robinson: Reading Workshop Instructor for 3 hrs/day at WSHS, effective August 30, 2016 through June 9, 2017;
- Scott Springer: Sprf Para Educator for 6 hrs/day at WHS, effective September 6, 2016;
- Aimee Turner: Secondary Production for 4 hrs/day at WHS, effective September 1, 2016;
- JoAnne Walcker: Elementary Server for 3.5 hrs/day at MV, effective September 6, 2016;

- Eythen Wood, Lifeguard at WHS, effective August 22, 2016 through June 9, 2017

## **CHANGE OF STATUS**

### **Classified:**

- Debbie Aamold: Change as Para Educator for 4.8 hrs/day to 5.35 hrs/day at WA, effective August 30, 2016;
- Maria Banuelos: Change from Sped Para Educator for 6.0 hrs/day to Sped Para/Para Educator for 6.5 hrs/day at MV, effective September 6, 2016;
- Antonette Blythe: Change as Bus Para for 1.5 hrs/day to 2.1 hrs/day, effective August 30, 2016;
- Tami Boersema: Change as Para Educator for 6.25 hrs/day to 6.75 hrs/day at COL, effective August 30, 2016;
- Joan Bush: Change as Bus Para for 3.0 hrs/day to 3.25 hrs/day at Transportation, effective August 30, 2016;
- Sarah Cramer: Change as Bus Driver for 5.5 hrs/day to 4.25 hrs/day at Transportation, effective August 30, 2016;
- Robin Crowley: Change as Bus Driver for 5.0 hrs/day to 4.50 hrs/day at Transportation, effective August 30, 2016;
- Wendy Endaya: Change from Site Coordinator for 6 hrs/day at OMS to Family Advocate for 8 hrs/day at NBY/WA, effective September 1, 2016;
- Autumn Ferguson: Change from Para Educator for 6.2 at WA to Professional Development Registrar /Instructional Technician for 8 hrs/day at Instructional Technology, effective September 19, 2016;
- Laurel Frede: Change as Bus Driver for 6.3 hrs/ day to 4.9 hrs/day at Transportation, effective August 30, 2016;
- Rebecca Gabaldo: Change from Sped Para Educator for 6 hrs/day to Sped Para/Para for 6.25 hrs/day at WA, effective August 30, 2016;
- Brandon Gable: Change as Sped Para Educator/Para for 6.5 hrs/day to 7.0 hrs/day at NBY, effective August 30, 2016;
- Ana Galvan: Change as Para Educator for 6.25 hrs/day to 6.75 hrs/day at Columbia; effective August 30, 2016;
- Imelda Gonzalez: Change as Para Educator for 5.5 hrs/day to 5.766 hrs/day at WA, effective August 30, 2016;
- Jennifer Howard: Change as Bus Driver for 6.52 hrs/day to 5.25 hrs/day at Transportation, effective August 30, 2016;
- Julie Johnston: Change as Bus Para for 4.33 hrs/day to 5.2 hrs/day at Transportation, effective August 30, 2016;
- Christine Jones: Change from Elementary Lead Server for 4.25 hrs/day at L&C to Satellite Production for 8 hrs/day at FMS, effective September 7, 2016;
- Sandra Langager: Change as Para Educator for 4 hrs/day to 3 hrs/day at VAL, effective August 30, 2016;



- Renn Luebber: Change as Bus Driver for 3.0 hrs/ day to 5.40 hrs/day at Transportation, effective August 30, 2016;
- Heather McCourt: Change as Bus Driver for 7.7 hrs/day to 6.15 hrs/day at Transportation, effective August 30, 2016;
- Patty McCoy: Change as Bus Para for 4.6 hrs/day to 4.95 hrs/day at Transportation, effective August 30, 2016;
- Doug McLester: Change as Bus Driver for 4.5 hrs/day to 4.0 hrs/day at Transportation, effective August 30, 2016;
- Sandy Morrison: Change as Bus Driver for 4.25 hrs/day and Production Assistant for 2 hrs/day to 4.50 hrs/day at Transportation and Production Assistant for 2 hrs/day at PIO, effective August 30, 2016;
- Carolina Morrow: Change as Para Educator for 6 hrs/day to 6.75 hrs/day at NBY, effective August 30, 2016;
- Shelly Munch: Change as Para Educator for 6 hrs/day to 6.2 hrs/day at WA, effective August 30, 2016;
- Greg Parks: Change as Bus Driver for 3.25 hrs/day to 3.50 hrs/day at Transportation, effective August 30, 2016;
- Carmen Peyton: Change as Sped Para Educator for 6.25 hrs/day to 6.50 hrs/day at NBY, effective August 30, 2016;
- Pedro Pulido: Change as Bus Driver for 7.4 hrs/day to 6.3 hrs/day at Transportation, effective August 30, 2016;
- Suzanne Ranne: Change as Sped Para Educator for 4 hrs/day to 6 hrs/day at MV, effective September 12, 2016;
- John Rayfield: Change as Bus Driver for 5.15 hrs/day to 5.2 hrs/day at Transportation, effective August 30, 2016;
- Leanna Remington: Change as Para Educator for 6.5 hrs/day to 6.65 hrs/day at MV, effective August 30, 2016;
- Heather Rosa: Change as Para Educator for 3 hrs/day to 5 hrs/day at WA, effective August 31, 2016;
- Lisa Rose: Change as Bus Driver for 4.5 hrs/day to 5 hrs/day at Transportation, effective August 30, 2106;
- Marie Royster: Change as Para Educator for 3.6 hrs/day to 3.2 hrs/day at WSHS, effective August 30, 2016;
- Beverly Sandoval: Change as Bus Driver for 8 hrs/day to 7.50 hrs/day in Transportation, effective August 30, 2016;
- Steve Sands: Change as Bus Driver for 4 hrs/day to 3.0 hrs/day at Transportation, effective August 30, 2016;
- Laura Schip: Change as Para Educator for 5 hrs/day to 5.5 hrs/day at FMS, effective August 30, 2016;
- Corina Scroggie: Change from Para Educator for 6 hrs/day to 6.25 hrs/day at SS, effective August 30, 2016;
- Dolly Shiflett: Change as Bus Driver to Route 12 & 62 for 6.7 hrs/day at Transportation, effective August 30, 2016;
- Linda Smith: Change as Bus Driver for 4.25 hrs/day for 4.3 hrs/day at Transportation, effective August 30, 2016;
- Jennifer Thacker: Change as Sped Para/Para Educator for 7.1 hrs/day to 7.6 hrs/day at MV, effective September 6, 2016;

- Zane Thackeray: Change as Bus Driver for 4.5 hrs/day to 3.50 hrs/day day at Transportation, effective August 30, 2016;
- Joanna Theiss: Change as Para Educator for 6 hrs/day to 6.5 hrs/day at MV, effective August 30, 2016;
- Etta Turner-DeJong: Change as Bus Driver for 5 hrs/day to 4.5 hrs/day at Transportation, effective August 30, 2016;
- Brigitte Wiegand: Change as Sped Para Educator for 6 hrs/day to Sped Para/Para Educator for 6.5 hrs/day at FMS, effective August 30, 2016;

**Certified:**

- Amy Ferrell: Change as 1.0 FTE Librarian at NBY to 1.0 FTE Librarian at MV, effective September 12, 2016;
- Kari Hertzog: Change as .40 FTE Health/Fitness Teacher to 1.0 FTE Health Fitness Teacher at WHS, effective August 30, 2016;
- Laura Kyle: Change from .52 FTE PE Teacher at L&C to .72 FTE PE/Music Teacher at L&C/LNC, effective August 30, 2016;

**LEAVE OF ABSENCE**

The following employees have requested a Leave of Absence:

**Classified:**

- Linda Beaty: Leave as Office Manager for 8 hrs/day at MV, effective August 29 through September 19, 2016;
- Mindy Brady Rowe: Leave as Elementary Server for 2 hrs/day at LNC, effective August 30 through September 8, 2016;
- Julie Thompson: Leave as Para Educator for 4.75 hrs/day at WA, effective August 30 through September 29, 2016;
- Maxine Marshall: Leave as HR Secretary/Sub Coordinator for 8 hrs/day at DO, effective September 22, 2016.

**Certified:**

- Amy Speitz: Leave as 1.0 FTE Teacher at OMS, effective August 30, 2016 through November 23, 2016;

**RETURN FROM LEAVE OF ABSENCE**

**Classified:**

- Mindy Brady Rowe: Return as Elementary Server for 2 hrs/day at LNC, effective September 8, 2016;
- Les Scott: Return as Temporary Utility Custodian for 8 hrs/day at FMS, effective August 5, 2016 through September 15, 2016;

**RESIGNATION**

**Classified:**

- Eden Moody: Resigned as Mariach Para Educator for 4.7 hrs/day at WHS/OMS, effective June 13, 2016;

- Roma Pena: Resigned as Utility Custodian for 8 hrs/day at LNC, effective September 7, 2016;
- Amy Pheasant: Resigned as Sped Para Educator for 6 hrs/day at Special Education, effective August 31, 2016;
- Morgan Walker: Resigned as Para Educator for 4.2 hrs/day at WA, effective August 23, 2016;
- Maxine Marshall: Resigned as HR Secretary/Sub Coordinator for 8 hrs/day at DO, effective November 22, 2016.

**Certificated:**

- Emily Koenig McLean: Resigned as .60 FTE Health/Fitness Teacher at WHS, effective August 10, 2016;

**RESIGNATION OF SUPPLEMENTAL ASSIGNMENT**

- Danielle Schafer-Cloke: Resign as Diversity Club Advisor at WHS, effective August 29, 2016;
- Molly Butler: Resign as English Department Head at WHS, effective August 30, 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:

**Columbia Elementary**

Patti Cone	National Board Stipend
Rebecca Heffron	National Board Stipend
Leslie Kiick	National Board Stipend
Kari Mathison	National Board Stipend
Andrea O'Donnell	National Board Stipend
Connie Siepman	National Board Stipend
Ann Young	National Board Stipend

**District Office**

Kathy Anderson	National Board Stipend
Amber Birks	National Board Stipend

**Instructional Technology**

J. Mark Woolsey	National Board Stipend
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**Lewis & Clark Elementary**

Chester Ferrell	National Board Stipend
Lucy Garcia	National Board Stipend
Maria Gonzalez	National Board Stipend
Angelita Jagla	National Board Stipend
Donna Limon	National Board Stipend
Ana McGuire	National Board Stipend
Desire Schmidt	National Board Stipend



**Lincoln Elementary**

Marea Blankenship	National Board Stipend
Megan Collins	National Board Stipend
Mary Doerr	National Board Stipend
Rocio Gonzalez	National Board Stipend
Marta Guerrero	National Board Stipend
Teresa Heinz	National Board Stipend
Allison Hurt	National Board Stipend
Camille Jackson	National Board Stipend
Kristina Mason	National Board Stipend
Nancy McKee	National Board Stipend
Kevin Parr	National Board Stipend
Lisa Pattison	National Board Stipend
Janell Royster	National Board Stipend
Sandra Schmidt	National Board Stipend
Lorraine Scott	National Board Stipend
Denise Sollom	National Board Stipend
Vanessa Weaver	National Board Stipend
Dianna Williams	National Board Stipend

**Mission View Elementary**

Mario Avila	National Board Stipend
Laurie Bonniwell	National Board Stipend
Joni Britt	National Board Stipend
Maria Chang-Marr	National Board Stipend
Ben Dotson	National Board Stipend
Dan Gemeinhart	National Board Stipend
Laurie Hallock	National Board Stipend
Carol Hill	National Board Stipend
Suzanne Porter	National Board Stipend
Julie Taylor	National Board Stipend

**John Newbery Elementary**

Amelia Ferrell	National Board Stipend
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**Sunnyslope Elementary**

Desilee Valeri	National Board Stipend
Donna Wendt	National Board Stipend

**Foothills Middle School**

Matthew Duffy	National Board Stipend
Aaron Hansen	National Board Stipend
Toby Johnson	National Board Stipend
Angela Richmond	National Board Stipend
Jana Sutton	National Board Stipend

**Orchard Middle School**

Lynn Erin Coyle	National Board Stipend
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Patrice Dahlin	National Board Stipend
Sherrri Littrell	National Board Stipend
Eric Merriman	National Board Stipend
Darrell Moser	National Board Stipend
Amy Spietz	National Board Stipend

**Pioneer Middle School**

Adele Caemmerer	National Board Stipend
Susan Cox	National Board Stipend
Sally Dieringer	National Board Stipend
Brock Hurt	National Board Stipend
Sally Knipfer	National Board Stipend
Sandra Lancaster	National Board Stipend
Stacy Moody	National Board Stipend
Amees Peters	National Board Stipend
Susan Valdez	National Board Stipend
Brian Vickery	National Board Stipend
Erica Wilson	National Board Stipend
Dawn Wood	National Board Stipend

**Valley Academy**

Kelly Smothers	National Board Stipend
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**Wenatchee High School**

Scott Benner	National Board Stipend
Molly Butler	National Board Stipend
Chris Cloke	National Board Stipend
Dan Collins	National Board Stipend
Scott Feil	National Board Stipend
Chris Ferrians	National Board Stipend
Michael Lasater	National Board Stipend
Brian Lee	National Board Stipend
Holly McPhetridge	National Board Stipend
Matthew Pakinas	National Board Stipend
Susan Sears	National Board Stipend
Jacob St. John	National Board Stipend
Ann Stewart	National Board Stipend
James Swanson	National Board Stipend
William White	National Board Stipend
Scott Devereaux	FB Camp Director
David Garza	FB Camp Staff
Brandon Harle	FB Camp Staff
Larry Howe	FB Camp Training Staff
David Jagla	FB Camp Assistant Director
Tanner Odle	Drum Coach, Summer Band Camp
Matt Pakinas	FB Camp Staff
Kevin Sellers	FB Camp Staff
Kevin Skalisky	B Camp Staff
James Swanson	FB Camp Staff

Don Whipple  
Kellen Wiggins

FB Camp Staff  
FB Camp Staff

**Westside High School**

Jan Albin-Bullock

National Board Stipend

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

The following persons are recommended for employment tendered for Supplemental Contract for the 2016-2017 school year:

**Columbia Elementary**

Dahlia	Avila	4th Grade Team Leader
Laurie	Card-Roley	2nd Grade Team Leader
Gretchen	Cline	5th Grade Team Leader
Kim	Cuevas	Bilingual Facilitator
Kim	Cuevas	Migrant Facilitator
Betty	Ells	LIT Classified
Joe	Ells	Safety Patrol Advisor
Joe	Ells	1st Grade Team Leader
Jaden	Iwassa	Vocal
Jennifer	Kniveton	3rd Grade Team Leader
Tami	Lopushinsky	Vocal
Tami	Lopushinsky	Strings Advisor
Tami	Lopushinsky	Choir Advisor
Andrea	O'Donnell	Specialists Team Leader Co-Facilitator
Lorenda	Tangen	Title 1 Facilitator
Ryan	Weaver	Webmaster
Cameron	Wiggins	Elementary Track Coach
Cameron	Wiggins	Kindergarten Team Leader

**District Wide**

Jim	Kellogg	MS Assistant Tennis Coach
Mikela	Kowatsch	MS Assistant Tennis Coach
Dawn	McCormick	6-12 Music Team Leader
Kathy	Moody	K-5 Highly Capable Team Leader
Cindy	Murie	MS Assistant Cross County Coach
Cyndi	Noyd	MS Head Tennis Coach
Jeff	Permin	MS Assistant Cross County Coach
Ron	Reeves	Heads Up Football Coach
Angela	Richmond	6-8 Music Team Leader
Brian	Vickery	MS Head Cross Country Coach

**Lewis & Clark Elementary**

Matthew	Lewallen	Elementary Track Coach
Donna	Limon	WA Kids
Ana	McGuire	1st Grade Team Leader

Ginger	Nunez	3rd Grade Team Leader
Desiree	Schmidt	2nd Grade Team Leader
Kristen	Shull	Choir & Voice Advisor
Tracie	Sleeper	Safety Patrol Advisor
Tracie	Sleeper	5th Grade Team Leader
Megan	Springer	Kindergarten Team Leader
Megan	Springer	WA Kids
Carmen	Yanez	Webmaster
Carmen	Yanez	WA Kids

**Lincoln Elementary**

Sandra	Schmidt	Webmaster
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**Mission View Elementary**

Joni	Britt	Title LAP Facilitator
Lauri	Hallock	Migrant Bilingual Facilitator
Socorro	Yanez	Webmaster

**Newberry Elementary**

Sandi	Harmening	Migrant/Bilingual Facilitator
Sandi	Harmening	Title Facilitator
Lori	McLaughlin	1st Grade Team Leader
Theresa	Ogan	Vocal
Theresa	Ogan	Choral
Tracy	Peterson	4th Grade Team Leader
J. Austin	Preuss	Safety Patrol Advisor
Soyla	Reyna-Smith	WA Kids
Matilde	Vivanco	WA Kids
Jill	Wise	WA Kids
Tami	Woolsey	Webmaster

**Sunnyslope Elementary**

Cheryl	Martinez	Specialist Team Leader
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**Foothills Middle School**

Craig	Franklin	Assistant Football Coach
Sheli	Franklin	LIT Co-Facilitator
Michelle	Jobe	Math Is Cool Advisor
Robert	Jorgensen	6th Grade Football Coach
Arlando	Lara	6th Grade Volleyball Coach
Arlando	Lara	Assistant Volleyball Coach
Kirk	Marshlain	Athletic Coordinator
Kathy	Milanuk	6th Grade Volleyball Coach
Wilbert	Ochoa	Yearbook Advisor
Wilbert	Ochoa	8th Grade Team Leader
Nathan	Rouse	Assistant Football Coach
Maureen	Schmaltz	Head Volleyball Coach
Elissa	Smith	Title/LAP Facilitator

Rick Williams 6th Grade Football Coach

**Orchard Middle School**

Eric	Barber	Assistant Volleyball Coach
Janelle	Blakney	8th Grade LIT Member
Ronda	Brender	LAP & Migrant/Bilingual Facilitator
Ronda	Brender	6th Grade LIT Team Member
Conger	Carver	Assistant Football Coach
Mike	Dacey	Assistant Football Coach
Patrice	Dahlin	7th Grade LIT Team Member
Julia	Garcia	6th Grade Volleyball Coach
Carl	Haberberger	Head Football Coach
Brittany	Hacho	Head Volleyball Coach
Rachel	Lippert	Assistant Volleyball Coach
Darrell	Moser	8th Grade LIT Team Member
Dan	Myers	Specialist LIT Team Member
Mallory	Neher	7th Grade LIT Team Leader
Teri	Self	Classified LIT Team Member
Amy	Spietz	Athletic Coordinator
Neil	Spietz	Assistant Football Coach
Kevin	Van Wagner	6th Grade Football Coach

**Pioneer Middle School**

Susie	Choman	LIT Co-Facilitator
Paul	Floyd	Assistant Football Coach
Cooper	Helm	Assistant Football Coach
Lisa	Johnson	6th Grade Volleyball Coach
Sally	Knipfer	Outdoor Ed Camp
Erin	Luebber	Jazz Band
Erin	Luebber	Orchestra
Erin	Luebber	Band
Alfredo	Martinez	Assistant Football Coach
Stacy	Moody	Outdoor Ed Camp
Stacy	Moody	6th Grade Team Leader
Scott	Paine	Athletic Coordinator
Julie	Parker	Outdoor Ed Camp
Julie	Parker	LIT Member
Jeff	Permin	Math Team Leader
Amee	Peters	Outdoor Ed Camp
Ramon	Rivera	Mariachi
Greg	Simmons	Outdoor Ed Camp
Betsy	Strean	7th Grade Team Leader
Connie	Toth	Assistant Volleyball Coach
Kathy	Welsch	LIT Member
Stefanie	Wise	Assistant Volleyball Coach
Dawn	Wood	ASB Advisor
Dawn	Wood	8th Grade Team Leader
Rachel	Zolinski	Assistant Volleyball Coach

## Wenatchee High

Paul	Atwood	Drama Club Advisor
Paul	Atwood	Musical
Dale	Blair	Athletic Trainer
Dale	Blair	WIA - Online Health
Joyce	Block	Earth Club Advisor
Kirsten	Brown	Assistant Girls Soccer Coach
Todd	Busse	LIT Team Member
Molly	Butler	Freshman Class Advisor
Dave	Carlson	Debate Club Advisor
Carrie	Christensen	German Club Advisor
Carrie	Christensen	International Department Head
Chris	Cloke	Academic Team Advisor
Don	Collins	Art Club Advisor/Head Teacher Art/FAC
Laura	Cornwall	Assistant Choir Advisor
Scott	Devereaux	Head Football Coach
Dan	Ellwood	Vocational Department Head
James	Elwyn	Head Girls Swim Coach
Scott	Feil	Business Ed Department Head
David	Garza	Assistant Football Coach
Brent	Grothe	ASB Advisor/Sophomore Class Advisor
Diane	Hallberg	Assistant Volleyball Coach
Beth	Hammerberg	WIA - Online Agricultural Biology
Brandon	Harle	WIA - Online US History
Brandon	Harle	Senior Class Advisor
Brandon	Harle	Social Studies Department Head
Brandon	Harle	Assistant Football Coach
Michael	Hartley	Assistant Girls Swim Coach
Penny	Hedman	Special Ed Department Head
Maija	Henderson	Assistant Mariachi Director
Brian	Higgins	LIT Co-Facilitator
Larry	Howe	Assistant Athletic Trainer
David	Jagla	WIA- Online Contemp World Prob
David	Jagla	Assistant Football Coach
Shelly	Jelsing	WIA - Online Lifetime Fitness
Shelly	Jelsing	LIT Team Member
Beth	Jensen	HS Orchestra
Rudy	Joya	LIT Team Member
Jim	Kovach	High School Band
Frederick	Lenard	Spanish Club Advisor
Elvia	Lima	Mariachi Dance
Lena	Little	Assistant Girls Soccer Coach
Lynsey	Loudon	Head Apple-Ettes Coach
Adam	MacDonald	Japanese Culture Club Advisor
Jon	Magnus	Interact Club Advisor
Michelle	Mahoney-Holland	LIT Team Member
Leticia	Manzo Ochoa	Mecha Club Advisor
Dawn	McCormick	HS Vocal Director
Dawn	McCormick	HS Musical Director
Dawn	McCormick	Music Department Head

Amy	McCubbin	Inspire (SADD) Club Advisor
Emily	McLean	Head Volleyball Coach
Koni	McLean	LIT Team Member
Kara	Melton	Assistant Girls Swim/Dive Supervisor
Cesar	Mendoza	LIT Team Member
Rebecca	Molitor	WIA – Online World Studies
Cori	Montgomery	FCCLA Advisor
Diane	Owen	Key Club Advisor
Matt	Pakinas	Assistant Football Coach
Steve	Priest	LIT Team Member
Fidelina	Pulido	LIT Team Member
Ron	Reeves	.5 FTE Physical Ed Department Head
Kevin	Reister	Assistant Girls Soccer Coach
Krissy	Richerson	Assistant Volleyball Coach
Ramon	Rivera	Mariachi Director
Maureen	Rix McMahan	.5 FTE Physical Ed Department Head
Stephen	Roche	Assistant Cross Country Coach
Dani	Schafer-Cloke	Head Cheer Coach Fall & Winter
Kevin	Sellers	Assistant Football Coach
Kevin	Skalisky	Assistant Football Coach
Tracie	Sleeper	Assistant Cheer Coach Fall & Winter
Johns	Spencer	Science Department Head
Johns	Springer	Head Girls Soccer Coach
Graham	Stansbery	LIT Team Member
James	Swanson	Assistant Football Coach
Bob	Swardz	Math Department Head
Hannah	Symonds	FFA Advisor
Mary	Symonds	Honor Society Advisor
Connor	Tidd	Assistant Football Coach
Susan	Valdez	Head Cross Country Coach
Susana	Velazquez	Mecha Club Advisor
James	Wallace	Sound Crew Advisor
Tami	Walters	Junior Class Advisor
Don	Whipple	Assistant Football Coach
Will	White	Head Counselor
Travis	Williams	Strength & Conditioning Coach

### **Westside High School**

Jan	Albin-Bullock	LIT Team Member
Brian	Herling	LIT Team Member
Brian	Johnson	Yearbook Advisor
Tracy	Maynard	Webmaster
Heidi	Monroe	LIT Co-Facilitator
Ruby	Sanchez	Bilingual Facilitator
Kevin	Skalisky	LIT Member

# Wenatchee School District NO. 246

## PAYROLL

### SEPTEMBER 2016

We, the undersigned Board of Directors of the Wenatchee School District No. 246, Chelan County, Washington, do hereby certify that the persons named in the attached payroll are employed by said school district and entitled to the sums specified in the final payroll register. The payroll is approved for payment in the amount of \$6,951,147.51 for the month of September 2016.

Secretary: \_\_\_\_\_

Board Members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





Approval of vouchers and warrants

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

General Fund

Check numbers 586074 through 586218 totaling \$282,965.23

Capital Projects Fund

Check number 586219 through 586236 totaling \$1,693,662.32

Associated Student Body Fund

Check number 586237 through 586245 totaling \$13,833.79

Transportation Vehicle Fund

Check number totaling \$

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

Certification:

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

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Signature of Auditing Officer

Date

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

As of September 27, 2016, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$1,990,461.34. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 586074 through 586245, totaling \$1,990,461.34

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

Check Nbr	Vendor Name	Check Date	Check Amount
586074	ACADEMIC ASSOCIATES LEARNING	09/28/2016	360.00
586075	ALL DOORS & HARDWARE CO	09/28/2016	649.32
586076	AMSTERDAM PRINTING	09/28/2016	302.80
586077	APPLE COMPUTER INC	09/28/2016	11,293.92
586078	AVALON MUSIC INC	09/28/2016	55.78
586079	AVILA, DAHLIA CHENILLE	09/28/2016	495.00
586080	AW REHN & ASSOC INC	09/28/2016	518.50
586081	B & H PHOTO & VIDEO	09/28/2016	599.00
586082	BAZAN, NOEMI P	09/28/2016	340.00
586083	BERDINE, MARY E	09/28/2016	322.99
586084	BITLE, SUNNY G	09/28/2016	900.00
586085	BLACK, MARIA LUISA	09/28/2016	144.57
586086	BORST, KELSEY A	09/28/2016	77.49
586087	BROWN, TAUNYA C	09/28/2016	60.62
586088	BRYSON SALES & SERVICE	09/28/2016	256.74
586089	BURROWS TRACTOR INC	09/28/2016	385.88
586090	CAEMMERER, ADELE L	09/28/2016	97.08
586091	CANNAN, KASEY ANNE	09/28/2016	84.69
586092	CARLSON, REED A	09/28/2016	85.00
586093	CAROLINA BIOLOGICAL SUPPLY	09/28/2016	742.73
586094	CASCADE QUALITY WATER CENTER	09/28/2016	88.30
586095	CASCADE TRAINING CNTR	09/28/2016	387.01
586096	CH2O INC.	09/28/2016	541.13
586097	CHINOOK MUSIC SERVICE INC	09/28/2016	4,677.70
586098	CITY OF WENATCHEE	09/28/2016	7,344.66
586099	CLASSROOM DIR /SCHOOL SPEC	09/28/2016	529.75
586100	CLAY ART	09/28/2016	1,483.19
586101	CLOKE, CHRISTOPHER A	09/28/2016	5.52
586102	COLLEGE BOARD	09/28/2016	551.82
586103	COLUMBIA PAINT CO	09/28/2016	359.14
586104	COLUMBIA STAINLESS METAL-FAB I	09/28/2016	951.56
586105	CONSOLIDATED ELECTRICAL DISTRI	09/28/2016	85.92
586106	COUGAR MOUNTAIN WOOD FLOORS	09/28/2016	16,660.27

Check Nbr	Vendor Name	Check Date	Check Amount
586107	DAHLIN, PATRICE V	09/28/2016	53.91
586108	DANAHEY FEIL, ANDREA E	09/28/2016	28.75
586109	DEPT OF LICENSING	09/28/2016	1,380.50
586110	DEPT OF LABOR & INDUSTRIES	09/28/2016	286.50
586111	DEVEREAUX, PATRICIA L	09/28/2016	106.60
586112	DONNELLY-WISE, TRISHA J	09/28/2016	36.47
586113	ENGEL, DENNIS	09/28/2016	22.59
586114	EQUIPMENT MANUFACTURING CO	09/28/2016	88.16
586115	ESD 112	09/28/2016	420.00
586116	ESD 123	09/28/2016	500.00
586117	FLOOR FACTORY	09/28/2016	49.84
586118	FLYNN, KAREN S	09/28/2016	28.67
586119	FOLLETT SCHOOL SOLUTIONS, INC	09/28/2016	357.74
586120	GATES, STEPHANIE L	09/28/2016	199.12
586121	GO USA	09/28/2016	21.90
586122	GOOD SAMARITAN FIRST AID	09/28/2016	595.00
586123	GRIFFIN-BUGERT, CAROLYN GAIL	09/28/2016	134.30
586124	HAGLUNDS TROPHIES	09/28/2016	111.65
586125	HEALTH CARE AUTHORITY	09/28/2016	3,755.27
586126	HELFRICH, JOHN	09/28/2016	45.25
586127	HELM, GRACIE	09/28/2016	75.42
586128	HENDERSON, MAIJA B	09/28/2016	2.92
586129	HERKENRATH, GREGG JOHN	09/28/2016	130.07
586130	HERRON, TINA M	09/28/2016	38.88
586131	HOME DEPOT	09/28/2016	96.48
586132	HOUGHTON MIFFLIN HARCOURT	09/28/2016	2,299.35
586133	HOWARD, JERI L	09/28/2016	107.16
586134	INLAND FIRE PROTECTION INC	09/28/2016	586.91
586135	INLAND PIPE AND SUPPLY	09/28/2016	315.59
586136	JELSING, PETER E	09/28/2016	464.94
586137	JERRYS AUTO SUPPLY	09/28/2016	119.24
586138	JIMENEZ, ELENA L	09/28/2016	15.99
586139	JOHNSON, DONALD PALMER	09/28/2016	515.00
586140	JOHNSON GAUKROGER SMITH &	09/28/2016	18,150.40
586141	KING COUNTY DIRECTORS ASSN	09/28/2016	11,526.30
586142	KOBZAR, EVELINA	09/28/2016	30.16
586143	LASATER, MICHAEL W	09/28/2016	12.00
586144	LIMON, DONNA MARIA	09/28/2016	195.41
586145	LOWES HOME IMPROVEMENT	09/28/2016	722.42
586146	MACDONALD, ADAM J	09/28/2016	425.00
586147	MACGILL	09/28/2016	76.90
586148	MACKIN LIBRARY MEDIA	09/28/2016	708.76
586149	MANN, GRETCHEN L	09/28/2016	473.37
586150	MATH LEARNING CENTER	09/28/2016	59.52
586151	MELOY, MARK	09/28/2016	13.66
586152	MICK & DAVID ENTERPRISES, INC	09/28/2016	2,628.00
586153	MORAN PRINTING INC	09/28/2016	176.12
586154	MOTOR MART	09/28/2016	292.68
586155	MYERS, DANIEL K	09/28/2016	79.94
586156	NASCO	09/28/2016	206.37

Check Nbr	Vendor Name	Check Date	Check Amount
586157	NELSON, HILLARY	09/28/2016	340.00
586158	NW TEXTBOOK DEPOSITORY	09/28/2016	41,436.90
586159	NW VITAL RECORDS CTR INC	09/28/2016	240.00
586160	NWESTCO LLC	09/28/2016	634.14
586161	O'REILLY AUTOMOTIVE STORES	09/28/2016	30.27
586162	OBANION, HEIDI A	09/28/2016	199.60
586163	OFFICE DEPOT	09/28/2016	21,527.52
586164	OTHER WORLD COMPUTING INC	09/28/2016	79.99
586165	OTRUBA, ZDENEK	09/28/2016	14.55
586166	OXARC	09/28/2016	294.45
586167	PACIFIC SECURITY	09/28/2016	375.00
586168	PATNODE, KATHARINE D	09/28/2016	56.87
586169	PC & MACEXCHANGE	09/28/2016	3,080.00
586170	PERKINS, DAVID D	09/28/2016	32.52
586171	PERMIN, JEFFREY M	09/28/2016	35.00
586172	PETERSON, LESLIE C	09/28/2016	127.90
586173	PHELPS, THERESA J	09/28/2016	272.00
586174	POLTZ FIRE PROTECTION	09/28/2016	3,103.69
586175	PRECISION EXAMS LLC	09/28/2016	407.50
586176	PRECISION CONCRETE CUTTING	09/28/2016	26,655.83
586177	REFRIGERATION SUPPLIES DISTRIB	09/28/2016	681.55
586178	RESOURCES FOR READING	09/28/2016	423.12
586179	RICHMOND, ADAM E	09/28/2016	48.87
586180	RICOH USA, INC.	09/28/2016	9,026.74
586181	ROBINS, JESSICA A	09/28/2016	225.00
586182	ROYSTER, JANELL MARIA	09/28/2016	228.30
586183	RWC GROUP	09/28/2016	656.77
586184	SAUCEDA, JESSICA W	09/28/2016	10.80
586185	SCHOLASTIC INC	09/28/2016	1,850.83
586186	SCHOOLS INSURANCE ASSOC OF WA	09/28/2016	83.46
586187	SIGNS & DESIGNS	09/28/2016	623.30
586188	SKALISKY, KEVIN DALE	09/28/2016	35.00
586189	SPORTS IMPORTS	09/28/2016	903.90
586190	STANS MERRY MART	09/28/2016	130.69
586191	STATE CHEMICAL MANUFACTURING	09/28/2016	1,273.16
586192	STUBBE, PAMELA JOAN	09/28/2016	27.00
586193	SWANSON, JAMES R	09/28/2016	11.34
586194	TACONY CORPORATION	09/28/2016	24,025.96
586195	TECHNOLOGY EXPRESS	09/28/2016	3,065.61
586196	TIDD, CONNOR J	09/28/2016	35.00
586197	TOLEDO, NOEL A	09/28/2016	34.56
586198	TROXELL COMMUNICATIONS	09/28/2016	1,222.66
586199	US BANK CORPORATE PAYMENT SYST	09/28/2016	29,037.79
586200	US LINEN & UNIFORM INC	09/28/2016	667.05
586201	VAN WEY, AMY R	09/28/2016	115.00
586202	VANATTA, ROXANA	09/28/2016	900.00
586203	VANDERVORT, LESLEY S	09/28/2016	137.28
586204	VELAZQUEZ, CAITILIN N	09/28/2016	321.79
586205	VERIZON WIRELESS	09/28/2016	531.53
586206	WALCKER, JOANNE ELIZABETH	09/28/2016	45.75

Check Nbr	Vendor Name	Check Date	Check Amount
586207	WEBER, KAREN MARIE	09/28/2016	55.85
586208	WEN PETROLEUM CO	09/28/2016	95.61
586209	WEN TRANSFER STATION	09/28/2016	62.57
586210	WEN VALLEY HOSPITAL	09/28/2016	708.60
586211	WEN WORLD	09/28/2016	221.28
586212	WEST COAST PAPER CO	09/28/2016	3,008.10
586213	WESTERN BUS SALES INC	09/28/2016	392.74
586214	WHS	09/28/2016	16.95
586215	WILGUS, EMILY EUNJIN	09/28/2016	108.35
586216	WILLIAMS, DIANNA LYNN	09/28/2016	34.49
586217	WOODLAND PARK ZOOLOGICAL SOCIE	09/28/2016	2,684.00
586218	YANEZ, CARMEN L	09/28/2016	47.89
586219	AMER TIME & SIGNAL	09/28/2016	804.57
586220	COMMUNITY GLASS	09/28/2016	1,622.75
586221	EAGLE TRANSFER CO. INC	09/28/2016	5,874.92
586222	FLOOR FACTORY	09/28/2016	389.26
586223	FORSGREN ASSOCIATES	09/28/2016	1,932.00
586224	FORTE ARCHITECTS INC	09/28/2016	17,786.00
586225	FULCRUM ENV. CONSULT, INC	09/28/2016	48,126.01
586226	GRACE LUTHERAN CHURCH	09/28/2016	5,033.01
586227	HERKENRATH, GREGG JOHN	09/28/2016	160.91
586228	HILL INTL INC	09/28/2016	52,060.04
586229	LYDIG CONSTRUCTION INC	09/28/2016	1,456,380.07
586230	MENG ANALYSIS	09/28/2016	7,367.08
586231	NELSON GEOTECHNICAL ASSO INC	09/28/2016	3,866.10
586232	PC & MACEXCHANGE	09/28/2016	1,506.50
586233	RICOH USA, INC.	09/28/2016	1,038.11
586234	S & W IRRIGATION SUPPLY	09/28/2016	152.88
586235	SOLID WASTE SYSTEMS INC	09/28/2016	14,868.80
586236	TCF ARCHITECTURE PLLC	09/28/2016	74,693.31
586237	ACADEMICS ARE COOL	09/28/2016	280.00
586238	DRESSEL, LARRY MICHAEL	09/28/2016	150.00
586239	KIMMEL ATHLETIC SUPPLY	09/28/2016	36.74
586240	OFFICE DEPOT	09/28/2016	80.49
586241	TALL TIMBER RANCH	09/28/2016	6,250.00
586242	US BANK CORPORATE PAYMENT SYST	09/28/2016	1,716.58
586243	WHS ASB IMPREST	09/28/2016	822.00
586244	WILSON, KERRY	09/28/2016	50.00
586245	WSD	09/28/2016	4,447.98

172 Computer

Check(s) For a Total of

1,990,461.34

	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
	172	Computer	Checks For a Total of	1,990,461.34
Total For	172	Manual, Wire Tran, ACH & Computer	Checks	1,990,461.34
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,990,461.34

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-1,129.06	0.00	284,094.29	282,965.23
20	Capital Projects	-51.23	0.00	1,693,713.55	1,693,662.32
40	Associated Stude	-15.82	0.00	13,849.61	13,833.79



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 586246 through 586386 totaling \$1,138,301.03

Capital Projects Fund

Check number 586387 through 586391 totaling \$26,550.91

Associated Student Body Fund

Check number 586392 through 586411 totaling \$20,674.35

Transportation Vehicle Fund

Check number totaling \$

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

Certification:

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

---

Signature of Auditing Officer

Date

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

As of September 27, 2016, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$1,185,526.29. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 586246 through 586411, totaling \$1,185,526.29

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

Check Nbr	Vendor Name	Check Date	Check Amount
586246	ACADEMIC TOOL BOX	09/28/2016	1,345.65
586247	AG SUPPLY COMPANY	09/28/2016	78.92
586248	ALL DATA	09/28/2016	1,056.90
586249	ALOHA HIGH SCHOOL	09/28/2016	250.00
586250	AMERICAN PRODUCE EXPRESS, LLC	09/28/2016	4,067.05
586251	APEX LEARNING INC	09/28/2016	22,957.51
586252	APPLE COMPUTER INC	09/28/2016	5,161.09
586253	ASCD	09/28/2016	89.00
586254	BEESON, JAMES ARTHUR	09/28/2016	11.94
586255	BELLEVUE HIGH SCHOOL ASB	09/28/2016	120.00
586256	BROWN, ROBERT GERALD	09/28/2016	55.17
586257	CASCADE QUALITY WATER CENTER	09/28/2016	39.75
586258	CI SPORT	09/28/2016	23,930.16
586259	CINTAS CORPORATION	09/28/2016	669.05
586260	CLOKE, CHRISTOPHER A	09/28/2016	14.99
586261	CLOUDVIEW ECO FARM	09/28/2016	1,188.73
586262	COLEMAN OIL	09/28/2016	5,881.08
586263	COLUMBIA PAINT CO	09/28/2016	1,421.90
586264	COMMERCIAL PRINTING INC	09/28/2016	375.00
586265	CONSOLIDATED ELECTRICAL DISTRI	09/28/2016	36,388.47
586266	CONSOLIDATED SUPPLY CO	09/28/2016	381.13
586267	COSTCO HOUSEHOLD BANK FSB DO	09/28/2016	3,267.56
586268	CURRICULUM ASSOCIATES INC	09/28/2016	194.00
586269	DANAHEY FEIL, ANDREA E	09/28/2016	33.33
586270	DEJONG, JON DAVID	09/28/2016	182.12
586271	DOH ASSOCIATES PS	09/28/2016	143.12
586272	EBSCO	09/28/2016	258.83
586273	EBSCO SUBSCRIPTION SERVICES	09/28/2016	1,565.68
586274	ELLS, JOE	09/28/2016	147.14
586275	EQUAL OPPORTUNITY SCHOOLS	09/28/2016	24,000.00
586276	FASTENAL COMPANY	09/28/2016	13.59
586277	FLONES, BRIAN L	09/28/2016	867.19
586278	FOOD SERVICE OF AMERICA	09/28/2016	46,504.87



Check Nbr	Vendor Name	Check Date	Check Amount
586279	FRANZ FAMILY BAKERIES	09/28/2016	1,174.87
586280	FRED MEYER CUSTOMER CHARGES	09/28/2016	62.23
586281	FULCRUM ENV. CONSULT, INC	09/28/2016	2,500.00
586282	GARCIA PEDRAZA, ENRIQUE	09/28/2016	88.10
586283	GASBAR ORCHARD	09/28/2016	149.00
586284	GEBBERS CATTLE, LTD.	09/28/2016	820.15
586285	GRADUATION ALLIANCE INC	09/28/2016	2,966.75
586286	H D FOWLER	09/28/2016	371.76
586287	HAGLUND, DIANA JO	09/28/2016	177.12
586288	HAGLUNDS TROPHIES	09/28/2016	34.15
586289	HANDWRITING WITHOUT TEARS	09/28/2016	170.79
586290	HARLE, BRANDON T	09/28/2016	24.39
586291	HOME DEPOT	09/28/2016	91.34
586292	HOUGHTON MIFFLIN HARCOURT	09/28/2016	2,897.07
586293	IMAGINE LEARNING	09/28/2016	3,252.00
586294	INLAND PIPE AND SUPPLY	09/28/2016	629.57
586295	J & G DISTRIBUTING INC	09/28/2016	1,332.25
586296	JERRYS AUTO SUPPLY	09/28/2016	97.65
586297	KELLER SUPPLY COMPANY	09/28/2016	513.87
586298	KEYHOLE INC	09/28/2016	48.78
586299	KING COUNTY DIRECTORS ASSN	09/28/2016	113,968.39
586300	KOWATSCH, MIKELA KATHLEEN	09/28/2016	35.00
586301	LEWIN, DEBORAH J	09/28/2016	108.24
586302	LIMON, DONNA MARIA	09/28/2016	47.17
586303	LINK TRANSPORTATION	09/28/2016	165.00
586304	LOCAL TEL COMMUNICATIONS	09/28/2016	26,347.27
586305	LOWES HOME IMPROVEMENT	09/28/2016	594.02
586306	MARTINEZ, ALFREDO	09/28/2016	40.00
586307	MCLESTER, DOUGLAS L	09/28/2016	18.00
586308	MICRO COMPUTER SYSTEMS	09/28/2016	1,487.52
586309	MIKES PIANO TUNING	09/28/2016	900.00
586310	MILANUK, KATHLEEN A	09/28/2016	73.70
586311	MILLER, INGRID	09/28/2016	5.00
586312	MIRANDA, JUAN MANUEL	09/28/2016	41.00
586313	MODERN SCHOOL SUPPLY	09/28/2016	44.13
586314	MYERS-STEVENS & TOOHEY & CO.,	09/28/2016	13,564.50
586315	MYERS, DANIEL K	09/28/2016	132.00
586316	NEOFUNDS BY NEOPOST	09/28/2016	1,000.00
586317	NOLL, DAVID WALTER	09/28/2016	16.68
586318	NORCO INC	09/28/2016	1,245.09
586319	NORTHWEST MAILING, INC	09/28/2016	314.50
586320	NW TEXTBOOK DEPOSITORY	09/28/2016	1,578.88
586321	O'REILLY AUTOMOTIVE STORES	09/28/2016	254.15
586322	OFFICE DEPOT	09/28/2016	7,063.43
586323	OLSEN SAFETY EQUIPMENT CORP	09/28/2016	299.80
586324	OXARC	09/28/2016	9.75
586325	PAINE, SCOTT ROBERT LEWIS	09/28/2016	120.00
586326	PAYNEWEST INSURANCE	09/28/2016	30,000.00
586327	PEARSON CUSTOMER SERVICE	09/28/2016	1,330.28
586328	PLANK ROAD PUBLISHING	09/28/2016	162.45

Check Nbr	Vendor Name	Check Date	Check Amount
586329	PLATT ELECTRICAL SUPPLY	09/28/2016	1,495.93
586330	PRECISION EXAMS LLC	09/28/2016	3,950.00
586331	PREMIER SCHOOL AGENDAS	09/28/2016	4,221.10
586332	PRESTWICK HOUSE INC	09/28/2016	2,705.70
586333	PTOLEMY, WENDY MARIE	09/28/2016	19.99
586334	PUBLIC SERV EDU MATERIALS	09/28/2016	387.00
586335	PUD NO 1 OF CHELAN COUNTY	09/28/2016	37,456.68
586336	PYRAMID EDUCATIONAL CONSULTANT	09/28/2016	255.89
586337	QMS	09/28/2016	383.31
586338	REALLY GOOD STUFF	09/28/2016	265.03
586339	RICHLAND HIGH SCHOOL ASB	09/28/2016	140.00
586340	RICOH USA, INC.	09/28/2016	918.11
586341	RICOH USA, INC	09/28/2016	2,572.46
586342	RIGGS JR, DAVID L	09/28/2016	84.48
586343	ROCHESTER 100 INC	09/28/2016	1,430.00
586344	S & W IRRIGATION SUPPLY	09/28/2016	41.87
586345	SBLENDORIO, SUSAN	09/28/2016	40.74
586346	SCHOLASTIC INC	09/28/2016	280.05
586347	SCHOOL ART MATERIALS	09/28/2016	1,408.66
586348	SCHOOL DUDE	09/28/2016	9,285.83
586349	SCHOOL NUTRITION ASSOC	09/28/2016	21.00
586350	SCHOOLS INSURANCE ASSOC OF WA	09/28/2016	545,644.20
586351	SELLERS, KEVIN M	09/28/2016	10.85
586352	SHADLE PARK HIGH SCHOOL	09/28/2016	70.00
586353	SHIPOWICK-SMITH COUNSELING	09/28/2016	208.33
586354	SHOPKO STORES OPERATING CO.	09/28/2016	45.69
586355	SHORT, CHERYL	09/28/2016	208.33
586356	SIT SPOTS/JB DISTRIBUTORS, INC	09/28/2016	65.65
586357	SKALISKY, KEVIN DALE	09/28/2016	16.26
586358	SKILLSOURCE	09/28/2016	33,687.06
586359	SMITHSON RANCH	09/28/2016	962.50
586360	STANS MERRY MART	09/28/2016	812.55
586361	STAR RENTALS INC	09/28/2016	162.60
586362	STERICYCLE COMM SOLUTIONS	09/28/2016	84.20
586363	STUBER, SI JAMES	09/28/2016	650.39
586364	TIDD, CONNOR J	09/28/2016	13.77
586365	TYPINGCLUB/EDCLUB INC	09/28/2016	7,865.00
586366	UNIVERSITY OF WASHINGTON	09/28/2016	150.00
586367	UPS	09/28/2016	107.50
586368	US BANK CORPORATE PAYMENT SYST	09/28/2016	7,109.64
586369	VALDEZ, MICHELLE L	09/28/2016	13.00
586370	VALLEY TRACTOR	09/28/2016	322.77
586371	VANDERVORT, LESLEY S	09/28/2016	1,518.93
586372	VELAZQUEZ, CAITILIN N	09/28/2016	172.02
586373	VEX ROBOTICS, INC	09/28/2016	230.89
586374	VICKERY, BRIAN M	09/28/2016	40.00
586375	WAGNER, HARRY JONATHAN	09/28/2016	35.00
586376	WARD, SANDRA L	09/28/2016	6.47
586377	WASA	09/28/2016	9,250.55
586378	WASTE MANAGEMENT	09/28/2016	1,286.17

Check Nbr	Vendor Name	Check Date	Check Amount
586379	WEINSTEIN BEVERAGE CO	09/28/2016	2,654.53
586380	WEN VALLEY MUSEUM & CULTURAL C	09/28/2016	32,000.00
586381	WEST COAST PAPER CO	09/28/2016	3,008.10
586382	WEST INTERACTIVE SERVICES CORP	09/28/2016	18,780.31
586383	WHS ASB	09/28/2016	150.00
586384	WSASCD	09/28/2016	1,600.00
586385	WSIPC	09/28/2016	830.23
586386	WSSAAA	09/28/2016	135.00
586387	CITY OF WENATCHEE	09/28/2016	6,246.12
586388	LIQUIDS POWDERS & MACHINES	09/28/2016	7,399.28
586389	LOWES HOME IMPROVEMENT	09/28/2016	98.60
586390	PC & MACEXCHANGE	09/28/2016	9,969.00
586391	TECHNOLOGY EXPRESS	09/28/2016	2,837.91
586392	CHINOOK MUSIC SERVICE INC	09/28/2016	364.22
586393	ELITE FUNDRAISERS	09/28/2016	1,000.00
586394	HENRY SCHEIN INC	09/28/2016	29.12
586395	ICICLE RIVER COMPANY	09/28/2016	428.18
586396	JENSEN, BETH A	09/28/2016	86.49
586397	KIMMEL ATHLETIC SUPPLY	09/28/2016	4,121.27
586398	KING COUNTY DIRECTORS ASSN	09/28/2016	1,894.86
586399	LINK TRANSPORTATION	09/28/2016	15.00
586400	MILLER, INGRID	09/28/2016	30.00
586401	MORLEY ATHLETIC SUPPLY CO INC	09/28/2016	544.99
586402	NORLIN CONSULTING	09/28/2016	1,500.00
586403	OFFICE DEPOT	09/28/2016	86.79
586404	PINS AND NEEDLES	09/28/2016	447.69
586405	PRIMROSE THREADS	09/28/2016	148.37
586406	RIDDELL SPORTS	09/28/2016	1,140.31
586407	UNIVERSITY OF WASHINGTON	09/28/2016	500.00
586408	US BANK CORPORATE PAYMENT SYST	09/28/2016	633.06
586409	WHS	09/28/2016	18.00
586410	WJEA	09/28/2016	98.00
586411	WSD	09/28/2016	7,588.00

166 Computer Check(s) For a Total of 1,185,526.29

	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
	166	Computer	Checks For a Total of	1,185,526.29
Total For	166	Manual, Wire Tran, ACH & Computer	Checks	1,185,526.29
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,185,526.29

## FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-683.86	0.00	1,138,984.89	1,138,301.03
20	Capital Projects	-837.41	0.00	27,388.32	26,550.91
40	Associated Stude	-45.78	0.00	20,720.13	20,674.35

## September 27, 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 Fiones, Jon Dejong, Les Vandervort, or the School Board.*


Date	New or Renewal or Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
09/14/16	New	No	City of Wenatchee	Parade Permit	\$50	10/7/16	Brent Grothe / Ricardo Iniguez	Yes	Yes
					<b>Budget Code</b>				
					402-1104				
09/06/16	Renewal	No	River Academy	Science Field Experience	N/A	Upon Approval - 6/15/17	Teresa Hagan	Yes	No
					<b>Budget Code</b>				
					N/A				
09/12/16	New	No	Numerica Performing Arts Center	Ticket sales for choir winter play - WHS White Christmas	4% gross ticket sales & .20 per ticket	10/1/16 - 12/10/16	Dawn McCormick / Ricardo Iniguez	Yes	Yes
					<b>Budget Code</b>				
					402-4467				
09/14/16	New	No	Fulcrum Environmental consulting	Assessment & Evaluation of the Federal Building	\$6,600	8/9/16 - 9/3/16	Denise Watson	Yes	Yes
					<b>Budget Code</b>				
					phase 2				
09/06/16	Renewal	No	St. Josephs Catholic School	Science Field Experience	N/A	Upon Approval - 6/15/17	Teresa Hagan	Yes	No
					<b>Budget Code</b>				
					N/A				
09/06/16	Renewal	No	St. Paul's Lutheran School	Science Field Experience	N/A	Upon Approval - 6/15/17	Teresa Hagan	Yes	No
					<b>Budget Code</b>				
					N/A				
09/15/16	Revision	Yes	Washington STEM	Learning Labs Grant for Wenatchee Learns	\$15,000 credit	9/1/16 - 6/30/17	Diana Haglund	Yes	No
					<b>Budget Code</b>				
					N/A				
08/31/16	New	No	Tall Timber Rance	WHS Choir Retreat	\$4,800	10/1/16 - 10/2/16	Dawn McCormick / Ricardo Iniguez	Yes	Yes
					<b>Budget Code</b>				
					402-4465				
09/20/16	Renewal	No	NCESD	Certification Services #2016-149	\$2,000	2016-2017 School Year	Lisa Turner	Yes	Yes
					<b>Budget Code</b>				
					9700 14 7098 000 3020				

**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?
09/14/16	New	City of Wenatchee	Parade Permit	\$50	Oct 7, 2016	<u>Brent Grothe</u> <small>I have read this contract and recommend it for board approval.</small> <u>R.F.</u> <small>Initial</small> <u>9/15/16</u> <small>Date</small>		no	
				Budget Code					
				402-1104					

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

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

Agency Name City of Wenatchee  
 Attention: Tammy Stanger  
 Street address or PO Box PO Box 529, 129 South Chelan  
 City, State, Zip Code Wenatchee WA 98801  
 Email Address \_\_\_\_\_  
 Phone Number 888-6204

Parade application for Homecoming parade on October 7, 2016

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

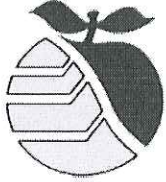
Reviewed by Attorney \_\_\_\_\_

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

Signature



**CITY OF WENATCHEE**



PO Box 519  
129 South Chelan Avenue  
Wenatchee, WA 98807  
Phone: (509) 888-6204  
Fax: (509) 888-3636

**PARADE / STREET CLOSURE  
EVENT PERMIT APPLICATION**

**Permit Fee: \$50.00**

**\*NOTE: This application must be processed  
a minimum of 30 days prior to event.**

EVENT TITLE: Wenatchee High School Homecoming Parade

ORGANIZATION NAME/SPONSOR: Wenatchee High School

ADDRESS/PO BOX: 1101 Mullerdale Ave. Phone: 663-8117  
Wenatchee

EVENT CHAIRPERSON: Brent Grothe Phone: 664-3678

ADDRESS: 1101 Mullerdale Ave. Cell: \_\_\_\_\_

Email: grothe.be@wenatcheschools.org

PROPOSED DATE OF EVENT: Oct 7, 2016

EXACT START TIME: \_\_\_\_\_ ENDING TIME: \_\_\_\_\_

MINOR STREET TERMINI:

FROM: Mullerdale (WHS) TO: Jerry to Pioneer Park

\*Attach a map detailing event route.

APPROXIMATE NUMBER OF PARTICIPANTS: 2100

**Applicant must attach evidence of insurance for public liability and property damage coverage not less than one million dollars (\$1,000,000.00) combined single limit. The City of Wenatchee must be named as "Additional Insured".**

**Indemnify and Hold Harmless:**

The undersigned represents that he/she is authorized to act on behalf of the sponsor of the event for which this permit is requested, and on behalf of the sponsor agrees that the sponsor shall indemnify, defend and hold harmless the City, it's officers and employees from any and all claims, losses, damages, demands, suits, and attorney fees of any kind on account of injury to persons and property arising out of or in connection with the event for which this permit application is submitted.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**AREA BELOW FOR AGENCY USE ONLY**

- FEE COLLECTED
- INSURANCE PROOF
- ENGINEERING APPROVAL AND WORKORDER ATTACHED

INITIAL & DATE: \_\_\_\_\_

FINAL PERMIT APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

ROUTE FINAL PERMIT TO: \_\_\_\_\_ INITIAL & DATE ROUTED: \_\_\_\_\_


- WENATCHEE FIRE
- PUBLIC WORKS
- WDA Fax 665-9889
- WSP Fax 665-4007
- WENATCHEE POLICE
- AMBULANCE Fax 664-7005/665-4289
- LINK TRANSIT Fax 662-1595
- WSDOT Fax 667-2855

**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?
09/06/16	Renewal	River Academy	Private School Partnership Agreement and Mutual Hold Harmless Agreement/Indemnification for participation in WSD Science Field Experiences	\$0	Upon approval	<u>Teresa Hagan</u> I have read this contract and recommend it for board approval. TH 9.8.16 Initial Date			
				Budget Code					
				n/a					

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

Agency Name River Academy  
 Attention: Yvonne Lane  
 Street address or PO Box P.O. Box 519  
 City, State, Zip Code Wenatchee, WA 98801  
 Email Address yvonne.lane@theriveracademy.org  
 Phone Number (509) 665-2415

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

Mutual Hold Harmless/Indemnification is for participation in WSD's annual Science Field Experiences for 1st and 2nd Grades. These field experiences occur on the Dry Gulch Preserve and Jacobson Preserve. Participation of Private Schools are contingent on space available each year for the Field Experiences (depending on WSD class sizes).

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

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

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





**Private School Partnership Agreement  
Science Field Experiences, 2016-2017**

School name: River Academy School phone: 665-2413  
 Principal name: Eric DeVries Contact e-mail: yvonne.lane@theriveracademy.org

**Wenatchee School District Provides:**

- Classroom pre-work curriculum guide and as many support materials as are available for loan on a year-by-year basis.
- Participation on a space-available basis each year.
- Opportunity for classroom teacher to attend any training offered by WSD.
- Schedules, nametags, and information needed for the field event.
- Opportunity to complete post-event evaluations.
- Full participation at field experience- all supplies provided on site.
- Safety and comfort supplies are provided on site.

**Private Partnership School Provides:**

- A. Commitment by classroom teacher to teach as much of the classroom pre-work as is possible in order to bring students prepared to learn in the field.
- B. One volunteer field instructor that is responsible for attending pre-field training and teaching one day of the field experience.
- C. \$3/student for all participating students, in the form of a check to Wenatchee School District.\*Bill will be sent after agreement is received by WSD District Office (address & contact on page 2)

Grade	Teacher Name	# of students x \$3/student	\$ Total
Kinder			
1 <sup>st</sup>	<u>Mrs Rose</u>	<u>12</u>	<u>36</u>
2 <sup>nd</sup>	<u>Mrs. Walsh</u>	<u>18</u>	<u>54</u>
5 <sup>th</sup>			
<b>TOTAL</b>		<u>30</u>	<u>\$ 90</u>

**Your Field Experience Dates for 2016-2017:**

2<sup>nd</sup> Grade Wenatchee Landforms- Tuesday, October 4, 2016  
 1<sup>st</sup> Grade Shrub-Steppe Hill Hike- Tuesday, May 2, 2017

D. One school coordinator to be the person in contact all year with the Science Resource Center Staff:

Name: Yvonne Lane (Please Print) e-mail: yvonne.lane@theriveracademy.org Phone: 665-2415

**School Coordinator Tasks and Dates:**

Sept. 19, 2016: Private School Coordinator picks up pre-field packet for 2<sup>nd</sup> Grade Wenatchee Landforms.

Late Jan. 2017: Private School Coordinator contacts science resource center staff to confirm all spring dates and confirms volunteer field instructor participation.

April 17th, 2017: Private School Coordinator picks up pre-field packet for 1<sup>st</sup> grade Shrub-Steppe Hill Hike (including pre-trip activities).

The coordinator will work closely with science resource center staff via e-mail and phone all year to accomplish the tasks above. Teachers will communicate with the coordinator.

E. Private school volunteer field instructors: One teacher or adult volunteer is required to be a field instructor for one day. This adult will not be with their students during the event.

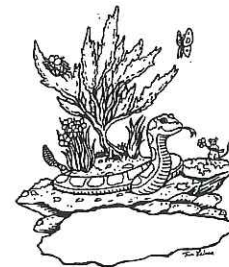
The coordinator will provide partnership volunteer names & contact information to the Science Resource Center staff at least two weeks prior to scheduled event. WSD Science Resource staff will contact your volunteers and the coordinator directly to confirm and provide logistics.

I agree to the partnership agreement as explained in this document:

Yvonne Lane Private School Authorized Signature      9/12/16 Date

**Please send the signed original, along with a Certificate of Insurance, by Friday, Sept. 9, 2016 to:**

Teresa Hagan  
WSD- Science Resource Center  
1001 Circle St.  
Wenatchee, WA 98801  
Phone: (509) 663- 9106





**MUTUAL HOLD HARMLESS  
AND INDEMNIFICATION AGREEMENT**

THIS MUTUAL HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“this Agreement”) is made effective on Sept 12, 2016, by and between the Wenatchee School District No. 246 (“WSD”), of 235 Sunset Avenue, Wenatchee, Washington 98801, and The River Academy. WSD and The River Academy are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

**RECITALS:**

WHEREAS, The River Academy provides participation, supervision for field experiences and other supplemental programs, transportation for River Academy students and financial reimbursement for WSD resources utilized in their programs/activities.

WHEREAS, the WSD provides pre-field teacher packets, field experience curriculum, field instructor training, full participation on-site with supplies provided and supplemental supervision in which The River Academy desires to use for its students and teachers.

WHEREAS, the Parties activities include, Science Field Experiences and other supplemental programs including but not limited to the city track meet.

WHEREAS, the WSD and The River Academy desire to enter into this Agreement to provide for mutual hold harmless and indemnification obligations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, WSD and The River Academy hereby agree as follows:

**TERMS:**

1. Hold Harmless.

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

b. WSD shall fully defend, indemnify, and hold harmless The River Academy from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever, including, without limitation, all claims for monetary loss,

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property damages, equitable relief, personal injury, and/or wrongful death, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or The River Academy, arising out of, in any way whatsoever, the negligent acts or omissions, or willful misconduct, on the part of WSD, its officers, employees, agents or volunteers related programs and activities carried out by The River Academy. This obligation applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to The River Academy for all legal fees, expenses, and costs incurred by it.

2. Required Documentation:

a. Private School Partnership Agreement: The Parties shall submit appropriate agreement forms in advance to reserve spots within the Science Field Experience Schedule. The Parties shall endeavor to obtain Release of Liability forms from their participants and legal guardians prior to utilizing each other's facilities when appropriate.

b. Annual Certificates of Insurance: By the 15<sup>th</sup> of September of each year, the Parties will provide to each other evidence of insurance in anticipation of the annual events to be booked by each party, naming each other as additional insured.

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

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

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

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

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

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

9. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall

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continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Washington law.

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

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

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

TO WSD: Teresa Hagan  
WSD- Science Resource Center  
1001 Circle St.  
Wenatchee, WA 98801

TO Agency: Xronne Lane  
The River Academy  
P.O. Box 519  
Wenatchee, WA 98801  
Development Director

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

WENATCHEE SCHOOL DISTRICT

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

The River Academy OF WENATCHEE

By: [Signature]

Print: Eric De Vries

Title: Headmaster

MUTUAL HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT

# Schools Insurance Association of Washington

## CERTIFICATE OF COVERAGE

Issue Date: 09/07/2016

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

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

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

**COVERAGES**

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


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

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

Evidence of Coverage regarding attending the 1st and 2nd grade field experience for the 2016-2017 school year.

**CANCELLATION**

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

<b>CERTIFICATE HOLDER</b>  c/o Yvonne Lane River Academy PO Box 519 Wenatchee, WA 98801	<b>AUTHORIZED REPRESENTATIVE</b>  
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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, 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?
09/12/16	New	Numerica Performing Arts Center	Ticket Sales for Winter Play for WHS choir White Christmas	4% of gross ticket sales and .20 per ticket	Oct 1, 2016 to Dec. 10, 2016	(Dawn McCormick) I have read this contract and recommend it for board approval. <u>R.F.</u> Initial <u>9/13/16</u> Date		Yes	
				Budget Code					
				402-4467					

**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: 123 North Wenatchee Ave.  
 Street address or PO Bc \_\_\_\_\_  
 City, State, Zip Code Wenatchee WA 98801  
 Email Address \_\_\_\_\_  
 Phone Number 509-663-2787

Ticket Sales for the Choir Department Winter Play White Christmas

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

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

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



Numerica Performing Arts Center at the Stanley Civic Center  
 123 North Wenatchee Avenue  
 Wenatchee, WA 98801  
 Box Office 509-663-2787  
[www.numericapac.org](http://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 (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

- Incorporation of Recitals.** The foregoing Recitals are incorporated herein by this reference.
- 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](http://www.numericapac.org)

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

- Fee Schedule.** Group shall pay to the PAC 4 % of the gross ticket sales for the Event and \$ 2.00 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.
- 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.
- 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 \_\_\_\_\_
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: Dawn McCormick  
 ADDRESS: 1101 Mulledale  
 CITY: Wenatchee WA STATE: WA ZIP: 9880  
 PHONE 1: 663-8117 PHONE 2: \_\_\_\_\_  
 EMAIL: McCormick.D@wenatecheschools.org

### EVENT DETAILS

TITLE OF EVENT: White Christmas  
 DATE/S: Dec 1-3, 2016, Dec 8-10, 2016  
 SPONSORED/PRESENTED BY: Wenatchee High School Choral Dept.  
 VENUE (circle): Wenatchee High School PAC  Other   
 EVENT TYPE (circle): Concert  Lecture  Dance  Theatre  Other: \_\_\_\_\_

### PERFORMANCE DETAILS

TOTAL RUNNING TIME (with intermission): 3 hrs  
 INTERMISSION (circle):  Yes  No If Yes, LENGTH OF INTERMISSION: 15 min.  
 EVENING PERFORMANCE (Date/s): Dec 1, 2, 3, 8, 9, 10, 2016 Start Time: 7:30 pm  
 MATINEE PERFORMANCE (Date/s): Dec. 3, 10, 2016 Start Time: 2:00 pm

\*\*\*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: 1000      Estimated Attendance: \_\_\_\_\_  
 TICKET SALES BEGIN (date): asa p      INTERNET (date): \_\_\_\_\_

COMPLIMENTARY TICKETS (total): \_\_\_\_\_

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
<b>BY AGE</b>		
Adult		\$ 16
Seniors	62 and over?	\$ 13
Student	What level student?	\$ 10
Child	Age applicable?	\$
<b>BY THEATER AREAS</b>		
Section 1		\$
Section 2		\$
Section 3		\$
<b>BY PURCHASE TIME</b>		
Advance Ticket Price		\$
At-the-Door Ticket Price		\$

\* 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:

2. NAME: Dawn McIornick  
TITLE: Choir Director  
PHONE: 663-8117

3. NAME: Tani Walters  
TITLE: ASB Bookkeeper  
PHONE: 664-3678

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:  
ADDRESS:  
CITY: STATE: ZIP:  
EMAIL:  
PHONE:

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.

---

**Authorizing Signature**

**Date**

---

**PAC Executive Director**

**Date**

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



**Two weeks**

**ELECTRONIC SIGN**

# VENUE USER ELECTRONIC SIGN FORM

## Included with Venue Use:

Up to three consecutive impressions on the Numerica PAC electronic sign, Your impressions may be used as described below. Please create your impressions below, and our sign programmer will do his/her best to incorporate your request into an aesthetically pleasing message. Please remember "LESS IS MORE!"

**FIRST IMPRESSION:** *(One, Two or Three lines of up to 11 characters per line including spaces)*


**SECOND IMPRESSION:**


**THIRD IMPRESSION:**


Information **MUST** be submitted a minimum of 14 days prior to the beginning date of your event promotion, and all information is final after programming. All promotions are subject to the regulations of Wenatchee City Zoning Ordinance #3070 and Numerica PAC approval. Numerica PAC reserves the right to refuse promotion. For additional, paid promotion opportunities, see below.

**Additional impressions or promotion days may be purchased as follows:**

**\$50.00 /14 consecutive days / Up to Three Impressions.**

**FIRST IMPRESSION:** One, Two or Three lines of up to 11 characters per line including spaces


**SECOND IMPRESSION:**


**THIRD IMPRESSION:**


For additional days of messaging on the Electronic Sign, please complete:

**Additional 14-day Block(s) \_\_\_\_\_ x \$50 = \$ \_\_\_\_\_ Requested END**


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

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

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

**All contracts require school board approval.**

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
09/14/16	New	Fulcrum Environmental Consulting	Assessment & Evaluation of the Federal Building	\$6,600	Aug 6, 2016 - Sept. 3, 2016	<u>Denise Watson</u>			
				Budget Code		I have read this contract and recommend it for board approval.			
				Phase II		Initial <u>9-14-16</u> Date			

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

Agency Name Fulcrum Environmental Consulting  
 Attention: Ryan Mathews  
 Street address or PO Box 406 N 2nd St.  
 City, State, Zip Code Yakima, WA 98901  
 Email Address \_\_\_\_\_  
 Phone Number 509-574-0839

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

If this is a revision, what has changed?

Professional Services Proposal, Phase 1 Environmental Site Assessment and Hazardous Building Materials Evaluation of Federal Building located at 301 Yakima St. Wenatchee, WA 98801

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

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

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



August 6, 2016

Wenatchee School District  
Attn: Brian Flones, Superintendent  
235 Sunset Avenue  
Wenatchee, Washington 98801

**RE: Professional Services Proposal, Phase I Environmental Site Assessment and Hazardous Building Materials Evaluation  
Federal Building 301 Yakima Street, Wenatchee, Washington**

Dear Brian:

Thank you for the opportunity to provide this professional services proposal to complete a Phase I Environmental Site Assessment and complete Hazardous Building Materials Evaluation for one parcel of real property located at 301 Yakima Street in Wenatchee, Washington. The property consists of about 2.69 acres and has one approximately 59,264 square foot building constructed in 1973. The original building use included a general federal services office building with courtroom and a U.S. Post Office. The property encompasses an entire city block and is bound to the north by Yakima Street, east by Chelan Avenue, south by Kittitas Street, and west by Methow Street.

Fulcrum Environmental Consulting, Inc. (Fulcrum) understands that through an excess property disposal process the Wenatchee School District (District) is seeking to acquire the building from the U.S. General Services Administration (GSA). As a portion of the pending acquisition, the District desires to understand the potential environment liabilities associated with the property and also understand the general presence and costs associated with hazardous building materials management under state and federal regulations specific to public schools and abatement during future building modernization.

**Phase I ESA Scope of Work**

A Phase I ESA is designed to be a historic site and regional review to identify previous site use and identify potential recognized environmental concerns. Recognized environmental conditions can originate from either offsite or onsite sources. Fulcrum's Phase I ESA research and reporting is in conformance with guidelines as established by ASTM International (ASTM) E1527-13 *Standard Practice for Phase 1 Environmental Site Assessments, Phase I Environmental Site Assessment Process*.

Services will be performed by or under the direct supervision of an Environmental Professional. Under the ASTM E1527-13 Standard, an Environmental Professional is defined as an individual with not less than 5-years relevant experience and having earned education, certification, and accreditation demonstrating the technical capabilities to complete environmental investigations and Phase I ESAs. The following elements will be included within our scope of work:

- Visual reconnaissance of the subject property with photographic documentation of selected points of interest.
- Review and interpretation of historical aerial photographs, topographic maps, and city directories, as reasonably accessible and available.
- Review of available data for information regarding historical land use that could have involved the manufacture, generation, use, storage, and/or disposal of hazardous substances.
- Review of county, state, tribal, and federal agency lists of known or potential hazardous waste sites and sites currently under investigation for potential environmental violations. Standard practice is to utilize Environmental Data Resources, of Shelton, Connecticut as the primary resource for agency listing.
- Inquiries of appropriate municipal, county, and state office and regulatory agencies, owners, and/or neighbors for information regarding water and sewer services, environmental violations or incidents, and/or status of enforcement actions.

Except for commentaries on the potential presence of asbestos containing materials; lead-based paints; lighting and electrical components; and radon; services will not include evaluation of conditions and factors typically considered outside the scope of ASTM-based environmental assessments. Considerations that will not be addressed under this scope of work include, but are not limited to: evaluation of regulatory compliance, wetlands determination, endangered species determination, indoor air quality, health and safety, clandestine drug manufacturing or impact, cultural and historic resources, and activity and site use limitations.

#### Phase I ESA User Responsibilities

Consistent with the ASTM E1527-13, the User will provide the following list of elements to Fulcrum. The User may elect to assign these tasks to the Environmental Professional under a revised scope of work. However, for purposes of this proposal, completion of User Responsibilities is considered outside Fulcrum's scope of service.

- Request that a title company provide a title search report(s) and chain of ownership report prepared for the site, including any information on environmental liens, rights-of-way, and easements; activity and use limitations; and a listing of all known former site owners and operators (since 1940 or first development, whichever is earlier).
- Provide all specialized knowledge, experience, or site history for the site. This type of information includes, but is not limited to, information of a historical nature, such as aerial photographs, site photographs, or similar documents; contracts or legal documents regarding the subject site; and contact information for the current site owner(s) and operator(s).

To facilitate User requirements and assist in completing the Phase I ESA, Fulcrum has attached a User Questionnaire to be completed by the User for the site. The User Questionnaire should be completed by current site manager and if available the past owners or operators.

If you would prefer that Fulcrum assist with any of the User Responsibilities, such as completion of a title search report and chain of ownership report, Fulcrum would be happy to complete such activities. However, for purposes of this proposal, such services are considered beyond the scope of proposed services.



### Phase I ESA Deliverable and Schedule

When completed, you will receive one bound copy and one electronic copy of the Phase I ESA presenting findings and conclusions. Appendices will include figures, photographs, references, and agency listings summary. Report figures will include a site location and site plan diagram.

The Phase I ESA report as described in this proposal is intended for the exclusive use of the District. Third party reliance may not be appropriate and shall occur at the client's sole risk. Industry standard is for information contained within the Phase I ESA to be considered valid up to six months, after which the information is considered dated.

### **Hazardous Building Materials Evaluation Scope of Work**

Fulcrum will complete a review of available documentation, including previous hazardous building materials (HBM) inspections and abatement records, construction drawings, etc., and conduct a visual inspection of accessible spaces for the presence of suspect asbestos containing materials (ACM), lead containing materials (LCM), lighting and electrical components (LCM), refrigerant containing systems (RCS), polychlorinated biphenyl (PCB) containing caulking within the building. Fulcrum's HBM evaluation is not intended to include sampling or laboratory analysis or be sufficient to complete preparation of specific HBM management plans that may be required under state and federal regulation.

Following the review of documentation and walkthrough of the building, Fulcrum will prepare a letter summarizing site conditions and prepare cost estimates for management of suspect HBMs, inspection of suspect HBMs, management of HBMs, and abatement of HBMs during a future building modernization.

### **Fee Estimate**

Fulcrum proposes to provide project services for a lump sum fee of **\$6,600**.

Fulcrum will complete the Phase I ESA and HBM Evaluation within 4-weeks of notice to proceed.

If this scope of work and fee estimate is acceptable to you, please sign below, as well as the attached Consulting Services Agreement, and return a copy to our office by email to [rmathews@efulcrum.net](mailto:rmathews@efulcrum.net) as notice to proceed. Please feel free to contact me at 509.574.0839 should you have any questions.

Sincerely,



Ryan K. Mathews, CIH, CHMM  
Principal

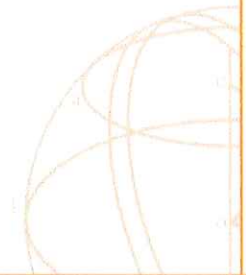
Attachments: User Questionnaire Form; Consulting Services Agreement

**Acceptance of Proposal:**

The above prices, scope of work, and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Any alteration or deviation from above scope of work involving extra costs will be completed upon orders, and will become an extra charge over and above the estimate. I have reviewed the attached Consulting Services Agreement and agree to the conditions presented therein.

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

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





# CONSULTING SERVICES AGREEMENT ("CSA")



**PROFESSIONAL SERVICES** – Fulcrum Environmental Consulting, Inc. (hereinafter "Fulcrum") agrees to provide Client, for Client's sole benefit and exclusive use, the consulting services identified in Fulcrum's proposal. This Consulting Services Agreement (hereafter "CSA") gives no rights or benefits to any party other than Client and Fulcrum. Unless otherwise agreed to in writing, fees billed will be for technical, professional, clerical services, including travel time. The fees will be based on Fulcrum's Rate Schedule of hourly service fees in addition to any specific fees presented in the proposal.

**REIMBURSABLE EXPENSES, SUBCONTRACTOR, VENDOR, AND LABORATORY ANALYSIS FEES** – Reimbursable expenses, including but not limited to: analytical fees, subcontractor fees, shipping costs, reproduction costs, mileage, meals, lodging and other travel costs will be charged at cost plus fifteen (15) percent. Equipment and supplies will be charged at a rate based on Fulcrum's Standard Rate Schedule in addition to any specific fees presented in the proposal.

**CLIENT FURNISHED INFORMATION** – Client shall provide to Fulcrum the following: 1) all information regarding the property including but not limited to, the location of any buried utilities or structures, 2) any requirements for right of entry or work permits, security clearances, licenses or any other required permissions. Client hereby releases Fulcrum from all liability for damage or injury arising from damage to subterranean structures (pipes, tanks, pipelines, etc.) not identified in writing by Client.

**OWNERSHIP OF DOCUMENTS** – Unless otherwise agreed, all documents prepared by Fulcrum are the property of Fulcrum. Client is responsible for appropriate use of the information and recommendations provided by Fulcrum. Any and all such information and recommendations are accurate only as to the specific designated project. Client hereby agrees that any reuse of such information or deviation from Fulcrum's recommendations, shall release Fulcrum from all liability.

**SCOPE OF WORK/CHANGE ORDERS** – All information contained in reports produced by Fulcrum are time and project-specific, and are not intended for any other project design. Any changes must be approved in writing by both parties.

**STANDARD OF CARE AND RELEASE OF LIABILITY** – Fulcrum's services will be performed with a reasonable degree of skill and diligence such as normally employed by professionals performing such services in Eastern Washington/Northern Idaho. **No other warranty or representation, either expressed or implied, is included or intended in Fulcrum's proposals, contracts, reports, and communications. Notwithstanding any other statement in this CSA or made by Fulcrum elsewhere, Client hereby releases and holds Fulcrum (and its agents) harmless from any claim, damage, or cost which is not the result of Fulcrum's sole negligence.**

To the fullest extent permitted by law, Client expressly agrees to limit any and all claims of Client, including but not limited to claims alleging negligence, breach of contract or breach of warranty against Fulcrum and/or its employees, for all losses of any kind, including economic and consequential losses to an amount not to exceed either the total fee paid under this CSA. In the event Client makes a claim against Fulcrum, at law or otherwise, for alleged negligence, error, omission, breach or other act, and Client fails to enter judgment against Fulcrum, Client shall pay all costs and attorney fees incurred by Fulcrum in defending itself against the claim.

**CLIENT INDEMNIFICATION** – Client acknowledges that Fulcrum is not responsible for the creation or presence of contamination/pollution at the property. Client agrees to indemnify, defend, and hold harmless Fulcrum and its officers and employees from and against any claim, suit, action, or liability due to or related to conditions at the property except to the extent such claim, suit, action, or liability is caused solely by the negligence of Fulcrum. If client is obligated to provide a defense to Fulcrum, Fulcrum has the right to select which counsel will be used for such a defense. For the purposes of this clause, conditions shall include the actual, alleged or claimed existence, discharge, release, or escape of any

irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, surface water, or sediment at or near the property.

**SITE SUPERVISION** – Client agrees that Fulcrum has no supervisory authority or responsibility for: 1) the specific working conditions at the site, 2) the safety precautions at a site, and/or for any hazards resulting from the actions of any contractor or third party. Client agrees Fulcrum has no duty to inspect, supervise, note, correct or report any health or safety deficiencies of Client, contractors or third parties at the site.

**INVOICING AND COLLECTION** – Invoices for Fulcrum's services will be issued monthly, payable upon receipt. Client agrees to notify Fulcrum in writing of any billing errors within fifteen (15) days of the date of the invoice. Invoices are due upon receipt. Customized invoices, full backup, or manual backup of project expenses and related information can be provided for an additional charge. If payment is not received within thirty (30) days of the invoice date, whether disputed or not, a guaranteed interest rate on these amounts will be charged at one percent (1 %) on the unpaid balance. In the event that Fulcrum must seek legal services to collect the compensation due Fulcrum, Client agrees to pay Fulcrum all attorney fees and costs incurred to collect the invoice and penalties, whether or not suit is instituted. If a legal action and/or arbitration occur, attorney fees shall be awarded to the party in whose favor judgment is entered. In the event Client fails to compensate Fulcrum pursuant to this CSA, Fulcrum shall charge a contingent collection fee of 35% of the debt as provided in RCW 19.16.250 (18). Fulcrum reserves the right to withhold deliverables and/or suspend work on projects for late or non-payment.

**SUSPENSION OR TERMINATION** – Client and Fulcrum retain the right to terminate this CSA. If Client requests suspension or termination of Fulcrum services prior to completion, Fulcrum has the right to complete such work as is necessary to place the files in order, and to complete a report on the services provided. If termination occurs, Client shall compensate Fulcrum for all fees and expenses required to accomplish such closing. If a project is delayed, Fulcrum reserves the right to schedule the requested services within existing commitments.

**MEDIATION, ARBITRATION AND TIME TO PRESENT NOTICE OF CLAIM OF LEGAL ACTION**– Any dispute arising out of Fulcrum's services shall be mediated unless both parties agree otherwise. The parties to this CSA agree that prior to any legal action being filed in regard to Fulcrum's services, a notice of claim must be presented 60 days prior to any legal action being filed. Any such notice of claim must be received by the party against whom a claim is to be made within 2 years of the date of Fulcrum's final invoice. All disputes under this contract or in any way relating to Fulcrum's services must be filed in Spokane County, Washington and are governed by Washington state law. Client and Fulcrum hereby agree that any legal action filed shall be subject to Mandatory Arbitration regardless of the amount in controversy. **The parties further hereby agree to waive their rights to "de novo" any arbitration award, in regard to matters pertaining to less than \$25,000 (including counterclaims). The parties explicitly acknowledge that this provision waives their right to jury trial in regard to matters of less than \$25,000. This \$25,000 amount referenced above includes any and all counterclaims.**

**SEVERABILITY AND SURVIVAL** – In the event that any provision of this CSA shall be held invalid and unenforceable by a decision of a court of competent jurisdiction, the remaining provisions shall be valid and binding. All terms of this CSA allocating or limiting liability shall survive the completion of the services hereunder and/or the termination of this CSA.

**ENTIRE AGREEMENT** – This Consulting Services Agreement (CSA) and the proposal constitutes the whole agreement between Client and Fulcrum and supersedes all prior agreements.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

# Site Owner, Occupant, Site Manager, or User Questionnaire



*The following questionnaire is designed to assist the Environmental Professional in completion of the requested Environmental Site review. Information presented herein is designed to be used only in the production of the site report.*

Site: \_\_\_\_\_ Address: \_\_\_\_\_

1. The size of the property: \_\_\_\_\_ 2. Tax or property identification number: \_\_\_\_\_

The questionnaire was completed by: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

*If representing the seller, complete Parts A and C. If representing the buyer, complete Parts B and C.*

## **PART A**

I represent the \_\_\_\_\_ Seller as the \_\_\_\_\_ Owner, \_\_\_\_\_ Operator, \_\_\_\_\_ Agent, or Other \_\_\_\_\_

Role(s) at the site: \_\_\_\_\_ Number of years at the site: \_\_\_\_\_

The previous owner of the property was: \_\_\_\_\_ Phone number/City: \_\_\_\_\_

**I have provided to Fulcrum all previous environmental reports available to me? \_\_\_\_\_ Yes \_\_\_\_\_ No**

1. What is the current site use? \_\_\_\_\_

2. Is the property developed? If so, number, type, and use of buildings: \_\_\_\_\_  
\_\_\_\_\_

3. Are you aware of any contamination on the property or on adjacent parcels? \_\_\_\_\_ Yes \_\_\_\_\_ No  
\_\_\_\_\_

4. What else should we know about the site? \_\_\_\_\_  
\_\_\_\_\_



Site: \_\_\_\_\_



**PART B**

I represent the \_\_\_ Buyer as the \_\_\_ Future Owner, \_\_\_ Agent, or Other \_\_\_\_\_

1. The reason for performing the Phase I: \_\_\_\_\_ 2. Planned use of property: \_\_\_\_\_

3. What was the past use(s) of the property to the best of your knowledge? \_\_\_\_\_

4. Did a search of *recorded land title records* identify any environmental liens filed or recorded against the *property* under federal, tribal, state or local law? \_\_\_ Yes \_\_\_ No

5. Do you have any specialized knowledge or experience related to the property or nearby properties or past uses of the property? \_\_\_ Yes \_\_\_ No  
*For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?*

6. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? \_\_\_ Yes \_\_\_ No  
*If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?* \_\_\_ Yes \_\_\_ No

7. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,  
(a.) Do you know the past uses of the property?  
(b.) Do you know of specific chemicals that are present or once were present at the property?  
(c.) Do you know of spills or other chemical releases that have taken place at the property?  
(d.) Do you know of any environmental cleanups that have taken place at the property?

8. Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contaminant releases at the property? \_\_\_ Yes \_\_\_ No

9. What else should we know about the site? \_\_\_\_\_

I have provided to Fulcrum all previous environmental reports available to me? \_\_\_ Yes \_\_\_ No

Site: \_\_\_\_\_



Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have attached (#) \_\_\_\_\_ additional pages of comments.

I, the *Preparer of this Questionnaire* represent that to the best of my knowledge the above statements and facts are true and correct and have no material facts have been suppressed or misstated.

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



## Contract Coversheet (Non-Federal)

### Request Board Approval

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval, 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?
09/06/16	Renewal	St. Joseph's Catholic School	Private School Partnership Agreement and Mutual Hold Harmless Agreement/Indemnification for participation in WSD Science Field Experiences	\$0	Upon approval	<u>Teresa Hagan</u>			
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.			
				n/a		 Initial <u>9.8.16</u> Date			

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

Agency Name St. Joseph's Catholic School  
 Attention: Cathy Soule  
 Street address or PO Box 600 St. Joseph Place  
 City, State, Zip Code Wenatchee, WA 98801  
 Email Address [csoule@saintjosephcatholicsschool.org](mailto:csoule@saintjosephcatholicsschool.org)  
 Phone Number (509) 663-2644

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

Mutual Hold Harmless/Indemnification is for participation in WSD's annual Science Field Experiences for Kindergarten, 1st, 2nd, and 5th Grades. These field experiences occur on the Dry Gulch Preserve, Saddle Rock Natural Area, Jacobson Preserve and Horan Natural Area. Participation of Private Schools are contingent on space available each year for the Field Experiences (depending on WSD class sizes).

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

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

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





**Private School Partnership Agreement  
Science Field Experiences, 2016-2017**

School name: St. Joseph's Catholic School School phone: 509-663-2644  
 Principal name: Sr. Olga Cano Contact e-mail: esoule@stjosephcatholic.school.org

**Wenatchee School District Provides:**

- Classroom pre-work curriculum guide and as many support materials as are available for loan on a year-by-year basis.
- Participation on a space-available basis each year.
- Opportunity for classroom teacher to attend any training offered by WSD.
- Schedules, nametags, and information needed for the field event.
- Opportunity to complete post-event evaluations.
- Full participation at field experience- all supplies provided on site.
- Safety and comfort supplies are provided on site.

**Private Partnership School Provides:**

- A. Commitment by classroom teacher to teach as much of the classroom pre-work as is possible in order to bring students prepared to learn in the field.
- B. One volunteer field instructor that is responsible for attending pre-field training and teaching one day of the field experience.
- C. \$3/student for all participating students, in the form of a check to Wenatchee School District.\*Bill will be sent after agreement is received by WSD District Office (address & contact on page 2)

Grade	Teacher Name	# of students x \$3/student	\$ Total
Kinder	Mrs. Cochran / Mrs. Soltanisch	34	102
1 <sup>st</sup>	Mrs. Stitt / Mrs. Pasion	38	114
2 <sup>nd</sup>	Mrs. Martinez	30	90
5 <sup>th</sup>	Mrs. Berdan	18	54
<b>TOTAL</b>			<b>\$360</b>

**Your Field Experience Dates for 2016-2017:**

- 2<sup>nd</sup> Grade Wenatchee Landforms- Tuesday, October 4, 2016
- 5<sup>th</sup> Grade Shrub-Steppe'n Up Saddle Rock- Tuesday, April 18<sup>th</sup>, 2017
- 1<sup>st</sup> Grade Shrub-Steppe Hill Hike- Wednesday, May 3, 2017
- Kindergarten Habitat Walk- Friday, May 19, 2017

D. One school coordinator to be the person in contact all year with the Science Resource Center Staff:

Name: Michelle Gutzeit (Please Print) e-mail: mogutz@gmail.com Phone: 667-0687  
423-4923

**School Coordinator Tasks and Dates:**

Sept. 19, 2016: Private School Coordinator picks up pre-field packet for 2<sup>nd</sup> Grade Wenatchee Landforms.

Late Jan. 2017: Private School Coordinator contacts science resource center staff to confirm all spring dates and confirms volunteer field instructor participation.

Late Feb. 2017: Private School Coordinator arranges to pick up 5<sup>th</sup> grade Shrub-Steppe classroom kit.

March 27, 2017: Private School Coordinator picks up pre-field packet for 5<sup>th</sup> grade Shrub-Steppe.

April 17th, 2017: Private School Coordinator picks up pre-field packet for 1<sup>st</sup> grade Shrub-Steppe Hill Hike (including pre-trip activities).

May 1, 2017: Private School Coordinator picks up pre-field packet for Kindergarten Habitat Walk.

June 1<sup>st</sup>, 2017: Private School Coordinator returns 5<sup>th</sup> grade classroom kit and teacher curriculum guides to Science Resource Center.

The coordinator will work closely with science resource center staff via e-mail and phone all year to accomplish the tasks above. Teachers will communicate with the coordinator.

E. Private school volunteer field instructors: One teacher or adult volunteer is required to be a field instructor for one day. This adult will not be with their students during the event.

The coordinator will provide partnership volunteer names & contact information to the Science Resource Center staff at least two weeks prior to scheduled event. WSD Science Resource staff will contact your volunteers and the coordinator directly to confirm and provide logistics.

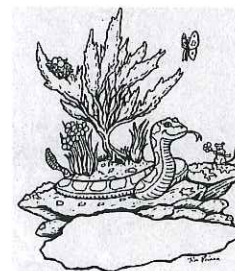
I agree to the partnership agreement as explained in this document:

Sister Olga C \_\_\_\_\_ 9-7-16 \_\_\_\_\_  
Private School Authorized Signature Date

**Please send the signed original, along with a Certificate of Insurance, by Friday, Sept. 9, 2016 to:**

Teresa Hagan  
WSD- Science Resource Center  
1001 Circle St.  
Wenatchee, WA 98801

Phone: (509) 663- 9106





**MUTUAL HOLD HARMLESS  
AND INDEMNIFICATION AGREEMENT**

THIS MUTUAL HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“this Agreement”) is made effective on 9/7/16, by and between the Wenatchee School District No. 246 (“WSD”), of 235 Sunset Avenue, Wenatchee, Washington 98801, and St. Joseph’s Catholic School. WSD and St. Joseph’s Catholic School are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

**RECITALS:**

WHEREAS, St. Joseph’s Catholic School provides participation, supervision for field experiences and other supplemental programs, transportation for St. Joseph’s Catholic School students and financial reimbursement for WSD resources utilized in their programs/activities.

WHEREAS, the WSD provides pre-field teacher packets, field experience curriculum, field instructor training, full participation on-site with supplies provided and supplemental supervision in which St. Joseph’s Catholic School desires to use for its students and teachers.

WHEREAS, the Parties activities include, Science Field Experiences and other supplemental programs.

WHEREAS, the WSD and St. Joseph’s Catholic School desire to enter into this Agreement to provide for mutual hold harmless and indemnification obligations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, WSD and St. Joseph’s Catholic School hereby agree as follows:

**TERMS:**

1. Hold Harmless.

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

b. WSD shall fully defend, indemnify, and hold harmless St. Joseph’s Catholic School from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever, including, without limitation, all claims for monetary loss, property damages, equitable relief, personal injury, and/or wrongful death, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or St. Joseph’s Catholic School, arising out of, in any way whatsoever, the negligent acts or omissions, or willful misconduct, on the



part of WSD, its officers, employees, agents or volunteers related programs and activities carried out by St. Joseph's Catholic School. This obligation applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to St. Joseph's Catholic School for all legal fees, expenses, and costs incurred by it.

2. Required Documentation:

a. Private School Partnership Agreement: The Parties shall submit appropriate agreement forms in advance to reserve spots within the Science Field Experience Schedule. The Parties shall endeavor to obtain Release of Liability forms from their participants and legal guardians prior to utilizing each other's facilities when appropriate.

b. Annual Certificates of Insurance: By the 15<sup>th</sup> of September of each year, the Parties will provide to each other evidence of insurance in anticipation of the annual events to be booked by each party, naming each other as additional insured.

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

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

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

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

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

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

9. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Washington law.

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

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

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

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

TO Agency:  
\_\_\_\_\_  
St. Joseph's Catholic School  
600 Saint Joseph Place  
Wenatchee, WA 98848

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

WENATCHEE SCHOOL DISTRICT

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

St. Joseph's Catholic School OF WENATCHEE

By: Sister Olga Cano  
Title: Principal

Print: Sister Olga Cano



# Schools Insurance Association of Washington

## CERTIFICATE OF COVERAGE

Issue Date: 09/07/2016

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

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


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

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

TYPE OF COVERAGE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM  (LIABILITY IS SUBJECT TO A 100,000 SIR PAYABLE FROM PROGRAM FUNDS)	SIAW161734050	09/01/2016	09/01/2017	GENERAL AGGREGATE PRODUCT-COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE	\$31,000,000 \$31,000,000 \$25,000,000 \$25,000,000 \$150,000,000
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO  (LIABILITY IS SUBJECT TO A 100,000 SIR PAYABLE FROM PROGRAM FUNDS)	SIAW161734050	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT  ANNUAL PROGRAM AGGREGATE	\$25,000,000  NONE
<b>PROPERTY</b>					
  (PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)	SIAW161734050	09/01/2016	09/01/2017	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC (Except FZ A&V, which is \$1MM) ANNUAL PROGRAM AGGREGATE	\$150,000,000 EXCLUDED \$25,000,000 NONE
<b>CRIME/PUBLIC EMPLOYEE DISHONESTY</b>					
(CRIME SUBJECT TO A \$250,000 PROGRAM SIR)	SIAW161734050	09/01/2016	09/01/2017	PER LOSS	\$1,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>					
Evidence of Coverage regarding attending the Kindergarten, 1st, 2nd and 5th grade field experiences for the 2016-2017 school year.					

**CANCELLATION**

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

<b>CERTIFICATE HOLDER</b>	<b>AUTHORIZED REPRESENTATIVE</b>
c/o Cathy Soule St. Joseph's Catholic School 600 St Joseph Place Wenatchee, WA 98801	




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

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval, 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?
09/06/16	Renewal	St. Paul's Lutheran School	Private School Partnership Agreement and Mutual Hold Harmless Agreement/Indemnification for participation in WSD Science Field Experiences	\$0	Upon approval	<u>Teresa Hagan</u> I have read this contract and recommend it for board approval. <div style="text-align: right;">           Initial  <b>9-8-16</b>            Date         </div>			
				Budget Code					
				n/a					

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

Agency Name St. Paul's Lutheran School  
 Attention: Lisa Day  
 Street address or PO Box P.O. Box 2219  
 City, State, Zip Code Wenatchee, WA 98801  
 Email Address officestpaul@nwi.net  
 Phone Number (509) 662-4757

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

Mutual Hold Harmless/Indemnification is for participation in WSD's annual Science Field Experiences for Kindergarten, 1st, 2nd, and 5th Grades. These field experiences occur on the Dry Gulch Preserve, Saddle Rock Natural Area, Jacobson Preserve and Horan Natural Area. Participation of Private Schools are contingent on space available each year for the Field Experiences (depending on WSD class sizes).

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

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

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



**Private School Partnership Agreement  
Science Field Experiences, 2016-2017**

School name: St. Paul's Lutheran School School phone: 662-4757  
Principal name: Tom Treat Contact e-mail: officestpaul@nwi.net

**Wenatchee School District Provides:**

- Classroom pre-work curriculum guide and as many support materials as are available for loan on a year-by-year basis.
- Participation on a space-available basis each year.
- Opportunity for classroom teacher to attend any training offered by WSD.
- Schedules, nametags, and information needed for the field event.
- Opportunity to complete post-event evaluations.
- Full participation at field experience- all supplies provided on site.
- Safety and comfort supplies are provided on site.

**Private Partnership School Provides:**

- A. Commitment by classroom teacher to teach as much of the classroom pre-work as is possible in order to bring students prepared to learn in the field.
- B. One volunteer field instructor that is responsible for attending pre-field training and teaching one day of the field experience.
- C. \$3/student for all participating students, in the form of a check to Wenatchee School District.\*Bill will be sent after agreement is received by WSD District Office (address & contact on page 2)

Grade	Teacher Name	# of students x \$3/student	\$ Total
Kinder	Barcus	17	51
1 <sup>st</sup>	Downey	8	24
2 <sup>nd</sup>	Bazak	10	30
5 <sup>th</sup>	Ross	12	36
<b>TOTAL</b>			<b>\$141.00</b>

**Your Field Experience Dates for 2016-2017:**

- 2<sup>nd</sup> Grade Wenatchee Landforms- Friday, October 7, 2016
- 5<sup>th</sup> Grade Shrub-Steppe'n Up Saddle Rock- Thursday, April 20<sup>th</sup>, 2017
- 1<sup>st</sup> Grade Shrub-Steppe Hill Hike- Wednesday, May 4 or 5, 2017
- Kindergarten Habitat Walk- Friday, May 19, 2017



D. One school coordinator to be the person in contact all year with the Science Resource Center Staff:

Name: USA Day (Please Print) e-mail: officestpaul@nwi.net Phone: 662-4757

**School Coordinator Tasks and Dates:**

Sept. 19, 2016: Private School Coordinator picks up pre-field packet for 2<sup>nd</sup> Grade Wenatchee Landforms.

Late Jan. 2017: Private School Coordinator contacts science resource center staff to confirm all spring dates and confirms volunteer field instructor participation.

Late Feb. 2017: Private School Coordinator arranges to pick up 5<sup>th</sup> grade Shrub-Steppe classroom kit.

March 27, 2017: Private School Coordinator picks up pre-field packet for 5<sup>th</sup> grade Shrub-Steppe.

April 17th, 2017: Private School Coordinator picks up pre-field packet for 1<sup>st</sup> grade Shrub-Steppe Hill Hike (including pre-trip activities).

May 1, 2017: Private School Coordinator picks up pre-field packet for Kindergarten Habitat Walk.

June 1<sup>st</sup>, 2017: Private School Coordinator returns 5<sup>th</sup> grade classroom kit and teacher curriculum guides to Science Resource Center.

The coordinator will work closely with science resource center staff via e-mail and phone all year to accomplish the tasks above. Teachers will communicate with the coordinator.

E. Private school volunteer field instructors: One teacher or adult volunteer is required to be a field instructor for one day. This adult will not be with their students during the event.

The coordinator will provide partnership volunteer names & contact information to the Science Resource Center staff at least two weeks prior to scheduled event. WSD Science Resource staff will contact your volunteers and the coordinator directly to confirm and provide logistics.

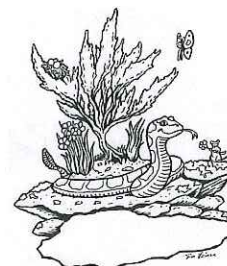
I agree to the partnership agreement as explained in this document:

USA Day Private School Authorized Signature      9-6-17 Date

**Please send the signed original, along with a Certificate of Insurance, by Friday, Sept. 9, 2016 to:**

Teresa Hagan  
WSD- Science Resource Center  
1001 Circle St.  
Wenatchee, WA 98801

Phone: (509) 663- 9106



**MUTUAL HOLD HARMLESS  
AND INDEMNIFICATION AGREEMENT**

THIS MUTUAL HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“this Agreement”) is made effective on \_\_\_\_\_, by and between the Wenatchee School District No. 246 (“WSD”), of 235 Sunset Avenue, Wenatchee, Washington 98801, and St. Paul’s Lutheran School. WSD and St. Paul’s Lutheran School are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

**RECITALS:**

WHEREAS, St. Paul’s Lutheran School provides participation, supervision for field experiences and other supplemental programs, transportation for St. Paul’s Lutheran School students and financial reimbursement for WSD resources utilized in their programs/activities.

WHEREAS, the WSD provides pre-field teacher packets, field experience curriculum, field instructor training, full participation on-site with supplies provided and supplemental supervision in which St. Paul’s Lutheran School desires to use for its students and teachers.

WHEREAS, the Parties activities include, Science Field Experiences and other supplemental programs.

WHEREAS, the WSD and St. Paul’s Lutheran School desire to enter into this Agreement to provide for mutual hold harmless and indemnification obligations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, WSD and St. Paul’s Lutheran School hereby agree as follows:

**TERMS:**

1. Hold Harmless.

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

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



penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to St. Paul's Lutheran School for all legal fees, expenses, and costs incurred by it.

2. Required Documentation:

a. Private School Partnership Agreement: The Parties shall submit appropriate agreement forms in advance to reserve spots within the Science Field Experience Schedule. The Parties shall endeavor to obtain Release of Liability forms from their participants and legal guardians prior to utilizing each other's facilities when appropriate.

b. Annual Certificates of Insurance: By the 15<sup>th</sup> of September of each year, the Parties will provide to each other evidence of insurance in anticipation of the annual events to be booked by each party, naming each other as additional insured.

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

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

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

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

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

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

9. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Washington law.

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

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

MUTUAL HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT

Page 2

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

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

TO Agency: Administration  
St. Paul's Lutheran School  
PO Box 2219  
Wenatchee, WA 98801

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

WENATCHEE SCHOOL DISTRICT

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

St. Paul's Lutheran School OF WENATCHEE

By: Lisa Day \_\_\_\_\_ Print: Lisa Day \_\_\_\_\_  
Title: Administrative Assistant





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/08/2016

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

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<b>PRODUCER</b> Basin Pacific Insurance & Benefits 17422 108th Ave Se Suite 200 Renton WA 98055		<b>CONTACT NAME:</b> Scott Taylor <b>PHONE (A/C, No, Ext):</b> 425-495-6481 <b>E-MAIL ADDRESS:</b> staylor@basinpacific.com		<b>FAX (A/C, No):</b> 425-740-0109	
<b>INSURED</b> St Paul's Lutheran Church & School P.O. Box 2219 312 Palouse St Wenatchee WA 98801		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Brotherhood Mutual			
		<b>INSURER B:</b>			
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	46MRA0438081	10/01/2015	10/01/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 900,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 3,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Stop Gap \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$      RETENTION \$						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident) \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							WC STATU-TORY LIMITS      OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Wenatchee School District # 246 Permitting , Wenatchee School District #246 is an Additional Named Insured  
Your Field Experience Dates for 2016--2017:  
2nd Grade Wenatchee Landforms---  
Friday, October 7, 2016

<b>CERTIFICATE HOLDER</b> Wenatchee School District #246 P.O. Box 1767 Wenatchee WA 98801	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> Scott Taylor
--	---



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<b>INSURED</b> St Paul's Lutheran Church & School P.O. Box 2219 312 Palouse St Wenatchee WA 98801		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Brotherhood Mutual <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Wenatchee School District # 246 Permitting , Wenatchee School District #246 is an Additional Named Insured  
5th Grade Shrub---Steppeh Up Saddle Rock---  
Thursday, April 20th, 2017**CERTIFICATE HOLDER****CANCELLATION**

Wenatchee School District #246 P.O. Box 1767 Wenatchee WA 98801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Scott Taylor

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<b>INSURED</b> St Paul's Lutheran Church & School P.O. Box 2219 312 Palouse St Wenatchee WA 98801		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Brotherhood Mutual <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	46MRA0438081	10/01/2015	10/01/2017	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 900,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						MED EXP (Any one person)	\$ 10,000
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$						PERSONAL & ADV INJURY	\$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Stop Gap	\$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							WC STATUTORY LIMITS	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Wenatchee School District # 246 Permitting , Wenatchee School District #246 is an Additional Named Insured Kindergarten Habitat Walk--- Friday, May 19, 2017

**CERTIFICATE HOLDER****CANCELLATION**

Wenatchee School District #246 P.O. Box 1767  Wenatchee WA 98801	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b>  Scott Taylor

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/08/2016

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

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

<b>PRODUCER</b> Basin Pacific Insurance & Benefits 17422 108th Ave Se Suite 200 Renton WA 98055	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3"><b>CONTACT NAME:</b> Scott Taylor</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 425-495-6481</td> <td colspan="2"><b>FAX (A/C, No):</b> 425-740-0109</td> </tr> <tr> <td colspan="3"><b>E-MAIL ADDRESS:</b> staylor@basinpacific.com</td> </tr> <tr> <td colspan="3" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td colspan="2"><b>INSURER A:</b> Brotherhood Mutual</td> <td><b>NAIC #</b></td> </tr> <tr> <td colspan="3"><b>INSURER B:</b></td> </tr> <tr> <td colspan="3"><b>INSURER C:</b></td> </tr> <tr> <td colspan="3"><b>INSURER D:</b></td> </tr> <tr> <td colspan="3"><b>INSURER E:</b></td> </tr> <tr> <td colspan="3"><b>INSURER F:</b></td> </tr> </table>	<b>CONTACT NAME:</b> Scott Taylor			<b>PHONE (A/C, No, Ext):</b> 425-495-6481	<b>FAX (A/C, No):</b> 425-740-0109		<b>E-MAIL ADDRESS:</b> staylor@basinpacific.com			<b>INSURER(S) AFFORDING COVERAGE</b>			<b>INSURER A:</b> Brotherhood Mutual		<b>NAIC #</b>	<b>INSURER B:</b>			<b>INSURER C:</b>			<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>		
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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		INSR	WVD					
A	<b>GENERAL LIABILITY</b>	Y	Y	46MRA0438081	10/01/2015	10/01/2017	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 900,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input type="checkbox"/> ANY AUTO						Stop Gap	\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<b>UMBRELLA LIAB</b>							\$
	<input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED      RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHEL
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Wenatchee School District # 246 Permitting , Wenatchee School District #246 is an Additional Named Insured  
 1st Grade Shrub--Steppe Hill Hike---  
 Wednesday, May 4 or 5, 2017

**CERTIFICATE HOLDER**                      **CANCELLATION**

Wenatchee School District #246 P.O. Box 1767 Wenatchee WA 98801	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> Scott Taylor
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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, 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?
09/15/16	Revision	Wenatchee Learns	Learning Lab reimbursment for expenses and performance of work	\$15,000	9/1/2016 - 6/30/2016	<u>Diana Haglund</u>			
				Budget Code		I have read this contract and recommend it for board approval.			
				N/A		DH Initial 9-16-16 Date			

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

Agency Name Washington STEM  
 Attention: Cindy Gustafson  
 Street address or PO Box 210 S. Hudson Street  
 City, State, Zip Code Seattle, WA 98801  
 Email Address cindy@washingtonstem.org  
 Phone Number \_\_\_\_\_

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

MOU for Learning Labs was previously signed and approved by the board. Washington STEM is now requiring signantures on a grant agreement contract.

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

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

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



*Non-*

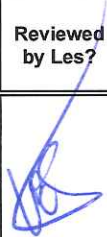
## "Federal" Contract Cover Sheet

### Request Board Approval

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

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Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?	Attorney Review Required?
09/15/16	Revision	Washington STEM	Learning Labs Grant for Wenatchee Learns	\$15,000	9/1/2016 - 6/30/2017	<u>Diana Haglund</u>	 I have read this contract and recommend it for board approval.		
				Budget Code					
				N/A					
						DH Initial <u>9-15-16</u> Date			

**Federally Funded Agreements for Professional Services:**

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

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

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

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

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

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

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

Agency Name Washington STEM

Attention: Cindy Gustafson

Street address or PO Box 210 S. Hudson Street

City, State, Zip Code Seattle, WA 98801

Email Address [cindy@washingtonstem.org](mailto:cindy@washingtonstem.org)

Phone Number \_\_\_\_\_

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

MOU for Learning Labs was previously signed and approved by the board. Washington STEM is now requiring signatures on a grant agreement contract.

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

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

Signature

## GRANT AGREEMENT TERMS AND CONDITIONS

Congratulations on being selected to receive a grant from Washington STEM. By signing below, your organization (as identified below, "Grantee") agrees to be bound by the terms of this agreement (the "Agreement"). As used in this Agreement, the terms "you" and "your" refer to Grantee.

Please have an authorized representative of your organization review and sign two copies of this Agreement, keeping one for your files and sending the other to the address provided on the signature page further below.

**Grantee:** Wenatchee Learns  
**Fiscal Agent:**  
**Grant Amount:** \$15,000.00  
**Grant Term:** September 1, 2016 – June 30, 2017  
**Title:** NGA WBL Learning Lab Grant (this project)

1. **Use of Grant Funds.** You agree to use the grant funds for the grant purposes stated in this Agreement and its attachment, the Memorandum of Understanding. Grant funds may not be expended, loaned, pledged, or transferred for reasons other than carrying out the requirements set forth in **Exhibit A – the Memorandum of Understanding** (the MOU) and any additional scopes of work attached to this Agreement. You agree to comply with all applicable laws in your use of the grant funds.
2. **Use of Fiscal Agent.** If your organization is accepting this grant through a fiscal agent, your fiscal agent ("Fiscal Agent") will be required to be party to the Agreement. Washington STEM will make payments to the Fiscal Agent and said Fiscal Agent shall administer the grant funds on behalf of your organization in compliance with this Agreement. The fiscal agent will make disbursements from the grant funds to or for the benefit of grantee organization for the purposes of this project at such times and in such a manner as may be directed by the grantee organization.
3. **Grant Term.** The grant term is September 1, 2016, through June 30, 2017.
4. **Payment of Grant Funds.** The grant funds will be paid by Washington STEM according to the schedule set forth in the MOU.
5. **Grant Expenditures.** You agree that the grant funds will be expended specifically in service to the commitments contained in the MOU, the terms of which are incorporated and made a part of this Agreement by reference.

While grant funds may be applied toward the purchase or use of products or services to support Grantee's commitments, Washington STEM does not commercially endorse the selection or use of such products or services.

Washington STEM requires supporting documentation for any expenditure greater than \$5,000. All equipment purchases, as approved by Washington STEM, shall be the property of the grantee organization.

Grantee represents and warrants that the execution, delivery, and performance of this Agreement does not and will not violate any law, order, regulation, or agreement to which Grantee is subject and that once signed by Grantee this Agreement will be a legal and binding agreement of Grantee.

6. **Participation in Washington STEM-sponsored events and activities.** You agree to participate in Washington STEM hosted meetings and opportunities to be held throughout the grant term as



described in the MOU. You also agree to participate, if requested, in surveys and evaluations conducted by a representative or contractor of Washington STEM.

7. **Participation in Washington STEM evaluation.** It is the policy of Washington STEM to conduct periodic research and evaluations regarding the activities funded through its grant programs. As part of the activities listed in the MOU, Grantee agrees to participate in an assessment specific to this project.
8. **Quality of Work.** Completion of the requirements listed in the MOU will be the key to the success of this project. Washington STEM will offer technical support to Grantee as mutually agreed upon in connection with the goal of successful completion of the requirements set forth in the MOU.
9. **Change in Key Personnel.** The success of this project is largely contingent upon the program personnel identified in Grantee's proposal. Should there be any material change in program personnel or participation, Washington STEM requires Grantee to notify Washington STEM staff within 30 days of the change.
10. **Assignment and Subcontracting.** Grantee may not assign any rights or delegate any obligations under this Agreement (including any assignment by merger or other combination by operation of law) or subcontract any such rights or obligations without the prior written consent of Washington STEM. Any attempted assignment contrary to this Section will be null and void and of no force or effect.
11. **Reporting Requirements.** An essential element of a project is to understand the factors contributing to its overall success, as well as challenges encountered throughout the planning and implementation. For this project, Grantee agrees to complete the presentation requirements which are central to this project and to meet the other commitments listed in the MOU.
12. **Records.** You agree to keep records in such a manner that the receipts and expenditures of the grant funds will be shown separately in an easily checked form. These records of grant funds, as well as supporting documentation, will be archived by your office for at least four (4) years after the completion of the use of the grant funds, and you agree to make such books, records, and supporting documentation available to Washington STEM for inspection, if requested, from the time of your acceptance of this grant through such period.
13. **Publicity.** You agree that Washington STEM and its designees may take photographs and create videos, case studies, reports, blog entries, articles, advertising, marketing and publicity materials, and other materials regarding Grantee (the "WS Publicity Materials") and use such WS Publicity Materials in any manner and media and for any purpose without further permission or compensation. You further agree that Washington STEM may disclose information about Grantee's organization and use the name and logo of the Grantee in such WS Publicity Materials and in other Washington STEM public communications (including in press releases, on its website, and in other print and online materials), for promotional or other purposes without further permission or compensation. Upon request by Washington STEM, you agree to provide reasonable assistance to Washington STEM to obtain signed publicity waivers from persons associated with Grantee (for example, for use of photos or video taken by Washington STEM in connection with this project or Grantee's commitments). You also agree to periodically provide Washington STEM with photographs, video, and promotional and information materials regarding Grantee, and you represent and warrant that you have obtained all necessary permissions, releases, and clearances with respect to such materials to permit the use thereof by Washington STEM as permitted under this Agreement.
14. **Acknowledgement of Washington STEM.**
  - a. Grantee will not issue or give any press release, interview, or other public statement regarding Washington STEM, this project grant, this Agreement, or the parties' relationship without Washington STEM's prior written consent. The term "Acknowledgement" means any



public reference or any other right or benefit provided to Washington STEM in recognition of this project grant.

- b. Washington STEM and Grantee may agree that Grantee will provide Acknowledgements other than to "Washington STEM." In such a case, Grantee will refer to Washington STEM's communications director (Jesse Gilliam, [jesse@washingtonstem.org](mailto:jesse@washingtonstem.org)) for use of applicable names, logos, or other identifying marks of Washington STEM. Except as otherwise noted in this Agreement, Grantee must receive written consent of Washington STEM prior to Grantee's public use or distribution of any materials or statements containing any Washington STEM mark.
  - c. For any trademark, trade name, service mark, logo or other identifier of Washington STEM (whether or not registered, each a "Trademark") to be used as an Acknowledgement of this project grant by Grantee pursuant to this Agreement, Washington STEM will be deemed to have granted to Grantee a non-exclusive, non-transferable, revocable sublicense to those Trademarks (the "Trademark License"). The Trademark License will terminate upon the earlier of (i) Washington STEM's notice of termination to Grantee, or (ii) the expiration or termination of this Agreement. Without limiting any provision of this Agreement, however, Washington STEM in its sole discretion may modify, limit, or terminate a Trademark License at any time. Any use by Grantee of any Trademark, pursuant to the Trademark License or otherwise, and all goodwill associated with the Trademark shall inure to the sole benefit of Washington STEM.
15. **Public Access.** Upon request, Grantee agrees to deliver to Washington STEM a copy of any and all work product, results, reports, publications, data, and other materials and works of authorship you create or develop through or in connection with this project (collectively, the "Project Materials"). As used in this Agreement, the term "Project Materials" also includes any blog posts, text, images, videos, sound recordings, and other content you (including your personnel) upload to Washington STEM's website or otherwise deliver to Washington STEM. Grantee represents to Washington STEM that all Project Materials provided to Washington STEM are the entirely original creation of Grantee and do not incorporate any third party video, images, text, or other content or violate or infringe upon the rights of any third party. Further, you agree to deliver to Washington STEM a copy of any third party reports, articles, or other publications regarding the commitments funded by this project grant that are available to the public and, upon request, provide reasonable assistance to Washington STEM to obtain rights to reproduce and distribute such publications.
  16. **Ownership of Project Materials.** You agree that Washington STEM and Grantee will jointly own all right, title, and interest in and to the Project Materials, if any, and each party may freely use and alter such Project Materials as they see fit without any obligation to account to the other party for any profits relating thereto. Grantee hereby assigns to Washington STEM an undivided one-half interest in and to the Project Materials. This paragraph shall not be construed to imply ownership by Washington STEM of any other program materials.
  17. **Assurances.** You agree to take all reasonable or appropriate measures to protect and ensure the health, safety, and well-being of all children and other people participating or otherwise involved in any manner with this project, including, without limitation, obtaining background checks of each of your employees and volunteers associated with this project who come into contact with children and providing appropriate training regarding safety and reporting requirements.
  18. **Early Termination.** You agree to repay to Washington STEM upon demand the full amount of the grant funds or any portion of the grant funds that were not spent on this project if there is a failure to comply with any provision of this Agreement.
  19. **Future Funding.** You acknowledge that Washington STEM and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement.



20. **Grant Extension.** At the written request of the Grantee, a no-cost extension may be approved by Washington STEM to extend the grant term beyond the end date noted above. In evaluating the request, Washington STEM staff may request additional materials and documentation.
21. **Release.** You hereby release Washington STEM and its directors, officers, employees, agents, and volunteers (collectively, "released parties") from any and all liability in connection with your participation in Washington STEM grant programs, your acceptance or use of a grant, and your program, including liability arising from the negligence or other fault of a released party. You will indemnify, defend, and hold harmless the Released Parties (and upon a Released Party's request, defend such Released Party) from and against any and all losses, liabilities, damages, costs, expenses (including reasonable attorney fees), and claims arising from your participation in Washington STEM grant programs, your acceptance or use of a grant, including without limitation any claims by your employees, volunteers, and other personnel involved in this project.
22. **Indemnification.**
- (a) Grantee will defend, indemnify, and hold harmless Washington STEM and its trustees, directors, officers, employees, faculty (collectively, the "Indemnified Parties"), from and against any and all losses, claims, liabilities, damages, and costs of whatever kind and nature, including attorneys' fees, costs, and expenses, arising out of or related to (i) this project and the Project Materials; (ii) any breach or alleged breach of any of Grantee's representations and warranties under this agreement; or (iii) death or injury of any person, or the loss or damage to any property, occurring in connection with this project or as a result of the negligence of Grantee or the failure of the Grantee to perform its obligations under this Agreement.
- (b) Washington STEM will defend, indemnify, and hold harmless Grantee and its trustees, directors, officers, employees, and faculty (collectively, the "Indemnified Parties"), from and against any and all losses, claims, liabilities, damages, and costs of whatever kind and nature, including attorneys' fees, costs, and expenses, arising out of or related to (i) any breach or alleged breach of any of Washington STEM's representations and warranties under this Agreement; or (ii) death or injury of any person, or the loss or damage to any property, occurring as a result of the negligence of Washington STEM or the failure of Washington STEM to perform its obligations under this Agreement.
23. **Modification.** This Agreement sets forth all terms of the grant and replaces all prior understandings and Agreements. Any modification or amendment will be made only in writing and signed by an authorized officer of Grantee's organization and of Washington STEM.
24. **Applicable Law.** This Agreement will be construed in accordance with the laws of the State of Washington. Neither party will commence or prosecute any suit, proceeding, or claim arising under or by reason of this Agreement other than in the state or federal courts located in King County, Washington. Each party hereby irrevocably consents to the jurisdiction and venue of such courts in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement.
25. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the purpose of this Agreement.
26. **Construction.** Unless otherwise required by the context, references to "parties" refer to Washington STEM and Grantee and "party" refers to Washington STEM or Grantee, as applicable. When used in this Agreement, the term "including" shall mean including without limitation. This Agreement may be signed in counterparts (including by electronic transmission), each of which will be considered an original and all of which together will constitute one and the same instrument. This Agreement incorporates and includes all Appendices, Exhibits, and future Amendments hereto.

27. **Notices.** Unless otherwise specified herein, notices (including any consent or communication hereunder) must be in writing and may be given by any of the following: email, first class mail (return receipt requested), or courier. Either party may change its notice address by using this notice procedure. Notices are given to a party's address as indicated below.

TO GRANTEE:	TO WASHINGTON STEM:
	Cindy Gustafson, CFO Washington STEM 210 S. Hudson Street, Seattle, WA 98134 <a href="mailto:cindy@washingtonstem.org">cindy@washingtonstem.org</a>

28. **Entire Agreement.** This Agreement (together with any attachments) sets forth the entire agreement, and supersedes any and all prior and contemporaneous oral or written communications, understandings and agreements, with regard to the subject matter hereof. In the event of any conflict or inconsistency between the terms of this Agreement and any attachment, the terms of this Agreement will prevail.
29. **Counterparts.** This Agreement may be executed in counterparts (including but not limited to facsimile or PDF copies), each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall constitute one and the same instrument. This Agreement shall not become effective until signed by both parties.

[The remainder of this page intentionally left blank]

*Cindy Gustafson*  
*Director of STEM*  
*Washington STEM*  
 9-12-16



On behalf of Washington STEM, I wish you every success in furthering our commitment to advance science, technology, engineering, and mathematics education and career pathways across Washington state.

Sincerely,

Washington STEM



Patrick D'Amelio  
CEO, Washington STEM

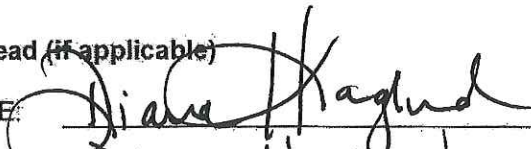
Date: \_\_\_\_\_

Accepted by:

**Grantee (Organization)**

SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Program Lead (if applicable)**

SIGNATURE:  \_\_\_\_\_  
PRINT NAME: Diana Haglund \_\_\_\_\_  
TITLE: Wenatchee Learns Coordinator \_\_\_\_\_  
DATE: 9-15-16 \_\_\_\_\_

**Fiscal agent (if applicable)**

SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Please return a signed copy, complete with all required signatures, to the attention of:

Washington STEM  
Attn: Grants Management  
210 South Hudson Street  
Seattle, WA 98134

## 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?
08/31/16	NEW	Tall Timber Ranch	whs choir retreat	\$4,800	10/1/16-10/2/16	(Dawn McCormick		Yes	
				Budget Code		and recommend it for board approval.			
				402-4465		Initial <i>DMC</i>			
						Date			

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

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

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

Yearly WHS choir retreat. This will include one night and 3 meals

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

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

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

# Tall Timber Guest Group Agreement

27875 White River Road; Leavenworth, WA 98826

(509) 763-3127

Guest Group I 229  
Bookings I 101M

## Group Information

1. Sponsoring Organization: WENATCHEE HIGH SCHOOL CHAMBER SINGERS
2. Authorized Representative: DAWN MCCORMICK
3. Street Address, City, State, Zip 1101 Millerdale Wenatchee WA 98801  
Business Phone: 509-663-8117 Home Phone:

## Camp Information

1. Camp Dates First Day: 10/1/2016 Last Day: 10/2/2016
2. We expect between: Minimum Count: 42 Maximum Count: 100
3. The authorized representative agrees to provide Tall Timber with a final count no less than 10 days prior to the scheduled event.

## Food Service Information

1. Our first meal is Saturday lunch Time: 12:30 PM  
Our last meal is: Sunday brunch Time: 10:30 AM
2. Please explain any diet requests or needs:

## Insurance Information

*Please read carefully and fill in needed information.*

1. Accident/Medical Insurance is provided by the individual or Guest Group. Tall Timber Ranch provides secondary coverage only for registered guests.
2. Our group accident insurance company is the \_\_\_\_\_ Policy # \_\_\_\_\_
3. Our group liability insurance company is the \_\_\_\_\_ Policy # \_\_\_\_\_
4. Tall Timber is responsible only for the services stated above. The authorized representative agrees, on behalf of the sponsoring organization, to be responsible for all other aspects of their event (including program activities, supervision, leadership, etc.) and will not hold Tall Timber liable for any injury resulting from these.
5. \_\_\_\_\_ The sponsoring organization does not have liability insurance. We realize that this constitutes a risk and agree to accept full responsibility for this event and will not hold Tall Timber Ranch liable for any accident, illness, or injury. We understand that Tall Timber Ranch has the right to cancel our event after review of these terms with the Tall Timber insurance agent.

## Camp Facilities

1. Facilities Provided: Main Camp  Schulze Center  Cedar House   
Other



**Finance Information**

*(Please note: Tall Timber reserves the right to renegotiate fees up to 30 days prior to the first day of camp.)*

1. The Fees will be:

- Schulze/Cedar/Bathroom Cabi    **\$48.00** per person for Schulze/Cedar/Bathroom cabin (meals included)
- Non-bathroom Cab    **\$42.00** per person for non-bathroom cabin (meals included).
- RV Campground Fee:                      per RV in Campground.
- RV Meals:                                      Meals per person in RV campground

2. Number of nights:   1  

3. Activity Fees:

Recreation Fee:                              per group fee. Program activities need to be scheduled at least 2 weeks ahead of time.

(Discounts for children apply only at family camps.)

6. Additional Fees will be:

7. Non-Refundable deposit amount:                      **\$75.00**

**This deposit, and the signed contract, is required within 14 days of booking to hold a reservation.**

8. The organization named above agrees to pay for the minimum attendance number stated above in the event they were to have a smaller number or to cancel the event within 90 days of the event.

9. The sponsoring organization agrees to pay for any damages or extra cleaning resulting from reckless or malicious conduct by any group member.

10. The sponsoring organization and the authorized representative agrees to be held responsible for the financial obligations of this agreement.

11. The balance of the total account will be paid to Tall Timber Ranch with one check on the final day of camp. Any other arrangements for payment will be made prior to the organization's arrival. Failure to make payment as agreed will result in a penalty of 1.5% of the final bill per month.

**Other Information**

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

2. This agreement is not binding until signed by both parties.

3. Enclosed is the deposit Check (check number): Deposit on file.                      in the amount of **\$75.00**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tall Timber Representative

\_\_\_\_\_  
Date

**MUTUAL HOLD HARMLESS  
AND INDEMNIFICATION AGREEMENT**

THIS MUTUAL HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (“this Agreement”) is made effective on 10/1/16 by and between the Wenatchee School District No. 246 (“WSD”), of 235 Sunset Avenue, Wenatchee, Washington 98801, and Tall Timber Ranch of 27875 White River Rd., Leavenworth WA. WSD and the Tall Timber Ranch are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

**RECITALS:**

WHEREAS, the Tall Timber provides Chamber Singers Retreat which WSD desires to utilize for its students; and multiple activities such as rock climbing, zip line, nature walks, archery, and a variety of other energetic team building activities;

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

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

**TERMS:**

1. Hold Harmless.

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

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

MUTUAL HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT



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

2. Required Documentation:

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

b. Annual Certificates of Insurance: Before the Chamber Singers Retreat, the Parties will provide to each other evidence of insurance in anticipation of the annual events to be booked by each party. Tall Timber certificate of insurance shall name Wenatchee School District, its directors, staff and volunteers as additional insured. WSD certificate of insurance shall name Tall Timber as additional insured.

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

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

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

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

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

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

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

MUTUAL HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT

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

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

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

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

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


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

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

WENATCHEE SCHOOL DISTRICT

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

Tall Timber Ranch

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

MUTUAL HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT

Page 3

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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 Flonas, Jon DeJong, Les Vandervort, or the School Board.

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
9/20/16	RENEWAL	North Central Educational Service District 171	Provide Certification Services to Wenatchee School District	\$2,000	September 1, 2016 through August 31, 2017	<u>Lisa Turner</u> I have read this contract and recommend it for board approval. Initial <u>LT</u> Date <u>9-20-16</u>			This is decided at the district office.
				Budget Code <u>9700 14 7098 000 3020</u>					

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

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

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

If this is a revision, what has changed?

No changes in contract, annually invoiced.

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

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

Signature

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



### AGREEMENT FOR INTERAGENCY SERVICES

#### BETWEEN

North Central Educational Service District 171

(Hereinafter referred to as NCESD)  
430 Olds Station Road, Wenatchee, WA 98801  
(509) 665-2610 FAX (509) 662-9027

In consideration of the promises and conditions contained herein, North Central ESD and Wenatchee School District do mutually agree as follows:

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

#### DUTIES OF THE NCESD, EFFECTIVE DATE, AND DURATION

NCESD shall perform the following duties to the satisfaction of Wenatchee School District or its designee:

- A. General objective(s) of this contract shall be Certification Cooperative membership for the 2016-2017 school year. The North Central ESD will provide certification services which may include:
  - Issue permits for certificated applicants.
  - Provide technical support to assist educators in creating profiles and submitting electronic applications for certification. In turn, assist school districts with emergency hires.
  - Run system educator lookup and provide timely certification expiration reports.
  - (On behalf of their regional school districts) Accept, process, and submit rush requests for new pending hires. OSPI will be able to quickly review and issue permits and/or certificates assisting districts in emergency hires.
  - Assist school district personnel with communiques regarding changes in PESB certification requirements and updates.
- B. NCESD will do the following in order to accomplish the general objectives:
  - Issue temporary permits.
  - Provide information on a certification webpage
  - Run expiration reports for the districts in the winter letting districts know which employees' certificates will be expiring the following June 30<sup>th</sup>.
  - Help applicants with technical support while creating and submitting electronic applications online.
  - Help districts with RUSH requests pending new hires.
  - Assist districts with questions regarding communiques regarding changes in PESB certification requirements and updates.
- C. NCESD will complete any additional documents required by this contract.
- D. Following its approval by the authorized signatory for the Contracting Agency this agreement shall commence and be effective for the period beginning September 1, 2016 and ending August 31, 2017, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors. The agreement shall then be renewed annually by letter of agreement. Notice of withdrawal of letter of agreement for the subsequent contract year shall be given as soon as possible after March 1, but no later than April 15, to the ESD Superintendent.

#### DUTIES OF THE CONTRACTING AGENCY

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

CONTRACT FEES	Description of Service	Total
\$2000.00	NCESD to provide certification services as stated above in Section A	\$2000.00

Invoice Annually

0123 23 7010 000 0000

NCESD Budget Account Code

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

NCESD's Signature and Certification

Contracting Agency's Signature and Certification

Kimberly Duncan Date 6-13-16  
Assistant Superintendent

Richard Ormsby Date 6-13-16  
NCESD Superintendent

\_\_\_\_\_  
Authorized Signatory for Contracting Agency

Federal Tax ID No. 91-0923400

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Business License No. UBI 600-087-495, State of Washington

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

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



## **I. PAYMENTS**

A. All payments to the NCESD shall be conditioned upon:

1. Submission of a properly prepared claim form which supports that performance has been rendered for which payment is requested and
2. Performance is to the satisfaction of the Contracting Agency or its designee, provided that approval shall not be unreasonably withheld.

B. Interim payments during the contract are allowed as specified.

## **II. PROHIBITION AGAINST ASSIGNMENT**

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

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

This section is intentionally left blank.

## **IV. COPYRIGHT**

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

## **V. INDEMNIFICATION**

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

## **VI. MALPRACTICE INSURANCE**

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

## **VII. TERMINATION**

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

## **VIII. VERBAL AGREEMENTS**

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

## **IX. APPLICABLE LAW**

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

## **X. NONDISCRIMINATION**

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

## **XI. BACKGROUND CHECKS**

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

## **XII. CONFLICT OF INTEREST**

This section is intentionally left blank.

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

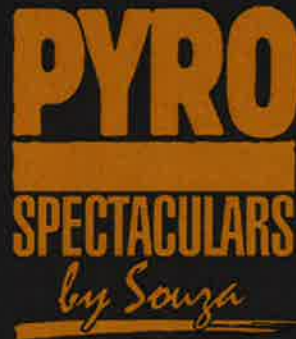
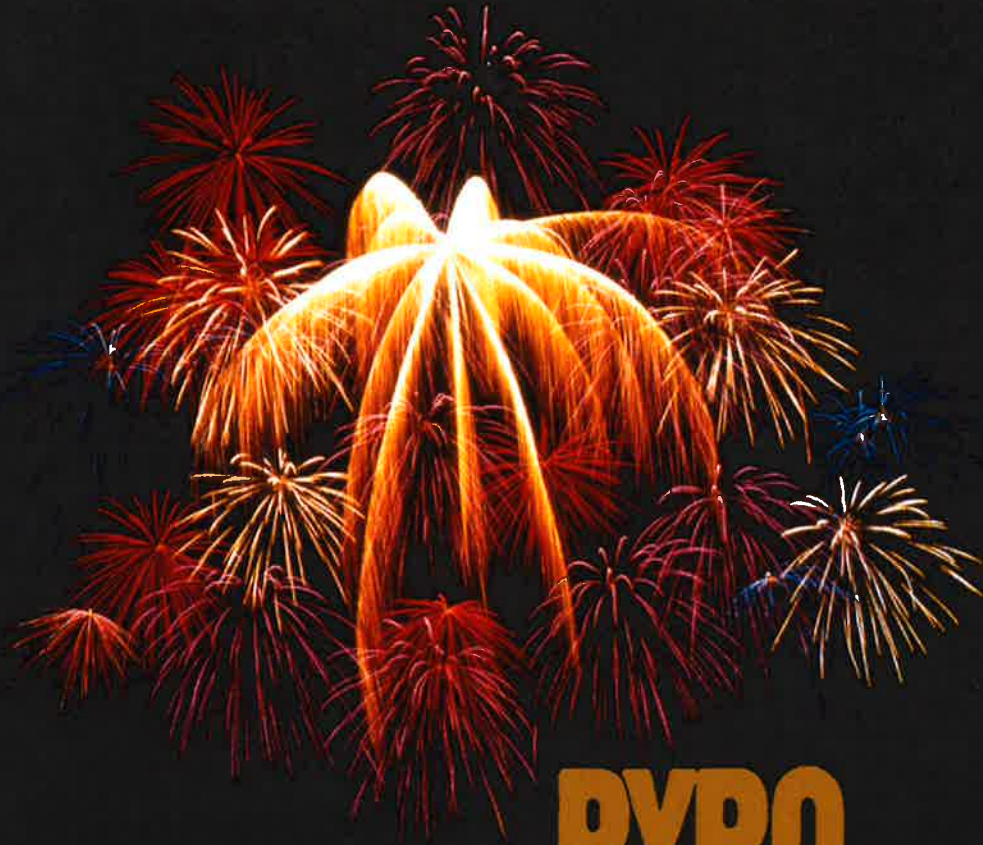
This section is intentionally left blank.

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

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

## **XV. SIGNATURES**

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



**Pyrotechnic Proposal for**

***Wenatchee School District***

***#246***

**October 7, 2016**



September 20, 2016

Wenatchee School District #246  
James Wallace  
1101 Millerdale Ave.  
Wenatchee, WA 98801

Dear Mr. Wallace,

Pyro Spectaculars North, Inc. is happy to provide our pyrotechnic proposal for your October 7, 2016 event. The following proposal outlines your custom designed Program "A" for the amount of \$1,500.00. The various fireworks elements provided are prepared to shoot from Apple Bowl Stadium for 6 minutes.


Our full service program includes the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by September 23, 2016 along with your deposit and applicable fire department fees.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Brian Vasquez at (909) 355-8120 ext. 211.

Sincerely,  
**PYRO SPECTACULARS NORTH, INC.**

  
Rich Vaughan  
PYRO Show Producer

RV/bv

Enclosures

**Pyro Spectaculars North, Inc.**

5301 Lang Ave. • McClellan, CA 95652 • Phone: (916) 640-0173 • Fax: (916) 640-0173



# Proposal Outline

Product Synopsis

The World of Pyro Spectaculars, Inc. at your Service

Commitment from the President

Production Agreement and Scope of Work



**Product Synopsis • Pyrotechnic Proposal**  
**Wenatchee School District #246**  
**PROGRAM A – October 7, 2016**  
**\$1,500.00**

**Opening**

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Opening Salutes	5
<b>Total of Opening</b>	<b>5</b>

**Main Body - Aerial Shells**

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	30
<b>Total of Main Body - Aerial Shells</b>	<b>30</b>

**Pyrotechnic Devices**

<u>Description</u>	<u>Quantity</u>
◆ Sousa Sapphire Line Custom Multishot Device	100 Shots
◆ Sousa Ruby Line Custom Multishot Device	30 Shots
<b>Total of Pyrotechnic Devices</b>	<b>130</b>

**Grand Finale**

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Bombardment Shells	15
<b>Total of Grand Finale</b>	<b>15</b>
<b>Grand Total</b>	<b>180</b>



**The World of Pyro Spectaculars at your Service!**



**Explosive Entertainment  
For all types of events**

**Full Service Productions**

- Creative Show Design**
- Music and Theme Selection**
- Permit Applications**
- Insurance and Licensing**
- Set up and delivery**

**Products & Effects**

- Sky Concerts™**
- SOUSA™ Fireworks Brand**
- Indoor Stage /Close Proximity Pyro**
- Custom Logos**
- Propane Effects**
- Cryogenics**
- Confetti and Streamers**

**Value Added Services**

- In-House  
Digital Recording Studio**
- State of the Art Equipment**
- 24 hour Support Staff**
- Pyro University Safety and Training  
Courses**
- Fire Department Liaison**

**Consultation Services**

- Pyro-Program Development**
- Display Site Surveys**
- Innovative Product Development**
- Safety Analysis**



## Our Commitment

FROM THE DESK OF

*James Souza*

PRESIDENT AND CEO

At the heart of every Pyro Spectaculars, Inc. show there is a five generation heritage of the Souza Family. We have been committed to the highest standards of safety, showmanship, and satisfaction for each of our customers.

Your audience expects the best from you... and I am pleased to offer my personal commitment to ensure that they will be thrilled with your fireworks show... and that you will never have to "worry" about any aspect of our business, professional, pyrotechnic, or performance relationship.

Along with the finest fireworks team in the industry, I pledge to you my personal support. Pyro Spectaculars is local, safe, cost-effective, creative, resourceful... the right choice for your fireworks show.

I am personally committed to ensuring that our local experience of excellence for over one hundred years will give you the finest show possible at any price. You deserve the "Pyro Spec Experience!"

Thank you. We look forward to serving you... with Pride!

*James R. Souza*

## PRODUCTION AGREEMENT (Special)

This agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between **Pyro Spectaculars North, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **Wenatchee School District No. 246 on behalf of Wenatchee High School**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** – PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by PYRO) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** – CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **October 7, 2016**, at approximately **8:00 PM**, at **Apple Bowl Stadium, 1101 Millerdale Ave., Wenatchee, WA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$1,500.00 USD (ONE THOUSAND FIVE HUNDRED DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO **\$750.00 USD (SEVEN HUNDRED FIFTY DOLLARS)** of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at **\$100.00**, for a total of **\$850.00**, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than **September 23, 2016**. The balance of the Fee shall be paid no later than **October 10, 2016**. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** – PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited. PYRO grants to CLIENT the non-exclusive right to make and use recordings and photographs of the Production and to create and use pictures, and other reproductions of the Production in all media known and unknown throughout the universe in perpetuity without any additional compensation to PYRO.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Chelan County Fire District No. 1 and City of Wenatchee, FAA, and USCG**, if required. PYRO shall be responsible for any fees associated with the pyrotechnic permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of Washington. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars North, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - Wenatchee School District No. 246, 235 Sunset Avenue, Wenatchee, WA 98801.



Pyro Spectaculars North, Inc.  
5301 Lang Avenue  
McClellan, CA 95652  
Tel: 909-355-8120 ::: Fax: 909-355-9813

Wenatchee School District No. 246  
Wenatchee High School  
PROGRAM A, Rev. # 1  
October 7, 2016  
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

**PRICE FIRM through September 23, 2016**  
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.  
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS NORTH, INC.

By:   
Its: President

*OK*

WENATCHEE SCHOOL DISTRICT No. 246

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

Its: \_\_\_\_\_

\_\_\_\_\_

Print Name

SHOW PRODUCER: RICH VAUGHAN

**SCOPE OF WORK**  
**PYRO SPECTACULARS NORTH, INC. (“PYRO”)**  
**and**  
**WENATCHEE SCHOOL DISTRICT No. 246 (“CLIENT”)**

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars North, Inc., Production on **October 7, 2016**, at approximately **8:00 PM** at **Apple Bowl Stadium; 1101 Millerdale Ave., Wenatchee, WA.**
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- The cost of the pyrotechnic permit and standby fees, if any, required by the Fire District.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers’ Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Other than the exception that Pyro agrees to pay fire department and standby fees, Client shall pay costs of all other permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



***WSD POLICY SERIES  
CONSENT AGENDA  
NO CHANGES***



**THIS GROUP OF POLICIES HAVE BEEN APPROVED BY  
FOR REVISIONS BASED ON WSSDA RECOMMENDATIONS**

**5000 Policy Series Review**

**“OK” or “YES” –(means): follow WSSDA’s recommendation**

Policy	Title	Suggested Action	District Recommendation	Rationale
5240	Evaluation of Staff	Essential	Revise	This policy has been updated to remove procedural implementation language. The procedure has been deleted entirely to avoid confusion with collective bargaining agreements, which typically address evaluations.
5001	Hiring of Retired School Employees	Essential	Revise	This policy has been updated to reflect the changes in legislation related to retiree’s under early retirement incentives.
5610	Substitute Employment	Essential	Revise	Policy update to include a new annual reporting requirement for Districts to OSPI

**THIS GROUP OF POLICIES HAVE BEEN APPROVED BY  
WSD for Deletes BASED ON WSSDA RECOMMENDATIONS**

**5000 Policy Series Review**

**“OK” or “YES” –(means): follow WSSDA’s recommendation**

**CLICK ON TITLE TO SEE POL. OR PRO.**

Policy	Title	Suggested Action	District Recommendation	Rationale
5211	Policy - Transfers	Delete	Delete	This policy has been deleted because most transfer and reassignment for represented personnel are regulated by collective bargaining agreements and this policy can create confusion if it runs counter to such provisions. Non-represented personnel work in such varied and assorted positions that a comprehensive policy is difficult to apply to all situations.
5215	Policy - Assignment & Transfer of cert admin staff	Delete	Delete	This policy has be deleted because it is an unnecessary reiteration of the procedure process for transfer of certificated administrative staff pursuant to RCW 28A.405.230
5221	Policy - Part Time Staff	Delete	Delete	This policy has been deleted because it is not necessary to authorize the hiring of part-time staff. Additionally, part-time staff are employed in such varied and assorted positions that each situation cannot be covered by a single policy or procedure.
5230/	Policy – Job descriptions responsibilities	Delete	Delete	This policy and procedure have been deleted due to the fact that Human Resources departments regularly modify job descriptions so listing them in a policy is inappropriate.

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

**3000 Policy Series Review**

Policy	Title	Suggested Action	District Recommendation	Rationale
3115	Homeless Students	Essential	Approve	Added provisions for unaccompanied youth
3231	Student Records	Essential	Approve	Updated to align retention schedules with both School District records retention schedules but also Local Government Records Retention Schedule.
				.
3241	Classroom Management, Discipline and Corrective Action	Essential	Approve	Added disproportionality provision and changes to “academic term”
				September 2016





# OVERNIGHT / OUT OF STATE FIELD TRIP REQUESTS

Angie Knudtson  
9/20/16 12:00 AM

## Out of District/Overnight and Out of State Field Trip Requests for Board Approval on September 27, 2016

Requesting Location	Trip Number	Dates	Destination	Round Trip Miles	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding Source
402.5 Wenatchee High School - ASB	1311	10/01/2016 07:00:00 AM - 10/02/2016 12:00:00 PM	Tall Timbers Ranch - Leavenworth WA	110.38	Dawn McCormick	Chamber Singers annual retreat at Tall Timbers.	Students will be doing team building activities as well as setting goals for the year. Also rehearsing music for upcoming concert.	5	46	\$ 850.38	ASB WHS - Choirs
402.5 Wenatchee High School - ASB	1479	11/10/2016 06:00:00 AM - 11/13/2016 06:00:00 AM	SeaTac International Airport - Seattle WA	324.54	Dave Riggs	Journalism/Student Media	We are traveling to the Fall National High School Journalism Convention in Indianapolis, IN, to receive national award (s), and also to take part in conferences and workshops, as well as to compete in write-off competitions.	1	3	\$ -	ASB WHS - Publication Travel
402.5 Wenatchee High School - ASB	1372	02/10/2017 12:00:00 PM - 02/11/2017 05:00:00 PM	Chiwana High School - Pasco WA	255.27	Dave Carlson	Speech and debate	Regional Qualifying Tournament	5	15	\$ 1,692.06	WHS - Debate
402.5 Wenatchee High School - ASB	1369	01/06/2017 11:00:00 AM - 01/07/2017 11:00:00 PM	Gonzaga University - Spokane WA	344.22	Dave Carlson	Speech and Debate	State Level Tournament	2	5	\$ 1,121.66	WHS - Debate
402.5 Wenatchee High School - ASB	1373	02/02/2017 12:00:00 PM - 02/04/2017 12:00:00 AM	University High School - Spokane WA	358.42	Dave Carlson	Debate Team	Foley Tournament for pre-State preparation	2	5	\$ 1,394.38	WHS - Debate
402.5 Wenatchee High School - ASB	1374	03/10/2017 05:00:00 PM - 03/11/2017 11:30:00 PM	University of Puget Sound - Tacoma WA	329.52	Dave Carlson	Speech and Debate	State IE Tournament	3	10	\$ 2,441.83	WHS - Debate

**Board Approval on September 27, 2016**

Requesting Location	Trip Number	Dates	Destination	Round Trip Miles	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding Source
402.5 Wenatchee High School - ASB	1375	03/16/2017 05:00:00 PM - 03/18/2017 04:00:00 PM	University of Puget Sound - Tacoma WA	329.52	Dave Carlson	Debate Team	State Debate Tournament	2	4	\$ 1,608.67	WHS - Debate





# FACILITY PROJECTS

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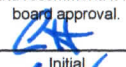
# UPDATES

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

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
09/21/16	Revision 1	Smith Excavation	Change Order #1 to contract dated June 22, 2016	70956.44	June 22, 2016 thru Spring 2017	Gregg Herkenrath		No. Increase PO 842150015 4 by \$70,956.44	This is decided at the district office.
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.			
				1611 12 7000 300 1626 12 7000 300 1627 12 7000 300		 Initial 9/21/16 Date			

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

Agency Name Smith Excavation  
 Attention: Gregg Smith  
 Street address or PO Box P.O. Box 284  
 City, State, Zip Code Cashmere, WA 98815  
 Email Address \_\_\_\_\_  
 Phone Number (509) 782-0446

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

If this is a revision, what has changed?

Change Order #1 includes seven (7) additive changes. Six (6) of the changes are due to construction related coordination activities and one (1) was an awner requested items.

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

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

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

PORTABLE INSTALLATION SITE WORK PROJECTS  
At  
Wenatchee High School, WestSide High School, Columbia Elementary School

CHANGE ORDER NO. 1  
ITEM

September 28, 2016

SITUATION

Change Order No. 1 is attached for your review. The change order includes seven (7) additive changes to the construction contract for the Portable Installation Site Work Projects. Six (6) of the changes are due to construction related coordination activities; one (1) was an owner requested item.

The cost of the changes from Change Order No. 1 is within the budget established for this project. The total for change orders to date is 7.1% of the original construction contract amount.

<u>Original Construction Contract Amount</u>	\$995,000.00
<u>Current Change Order</u>	
Change Order No 1	\$70,956.44
<u>Total Change Orders</u>	
Change Order 1	\$70,956.44
<u>Contract Amount including this Change Order</u>	\$1,065,956.44

RECOMMENDATION

The Board of Directors approves Change Order No. 1 to Smith Excavation, Inc. for the Portable Installation Site Work Projects in the amount of \$70,956.44 increasing the contract amount to \$1,065,956.44.





# Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 001	<b>OWNER:</b> <input checked="" type="checkbox"/>
1626	<b>DATE:</b> September 06, 2016	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
Wenatchee High School		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
1101 Millerdale Avenue		<b>FIELD:</b> <input type="checkbox"/>
Wenatchee, Washington 98801		<b>HILL INTERNATIONAL:</b> <input checked="" type="checkbox"/>
WestSide High School		
1510 9th Street		
Wenatchee, Washington 98801		
Columbia Elementary School		
600 Alaska Street		
Wenatchee, Washington 98801		
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 1626	
Smith Excavation, Inc.	<b>CONTRACT DATE:</b> June 22, 2016	
PO Box 284	<b>CONTRACT FOR:</b> General Construction	
Cashmere, Washington 98815		

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Per CCD 1, dated July1, 2016; ADD: \$671.43

To Civil drawings per revision note 4 dated 06/24/16 issued in ASI 001:

1. Added (2) sewer cleanouts at HS
2. Deleted (1) sewer cleanout at CES
3. Modified sanitary sewer slopes as needed to maintain 2% minimum slope at CES and WSHS
4. Added note on connection detail to call out type DMV sewer pipe between 3030 hand hold and portable connection

Per CCD 2, dated July 1, 2016; ADD: \$2,535.50

1. The Wenatchee High School planned sewer connection point was higher than anticipated. Contractor shall connect downstream of planned location approximately 55LF to achieve necessary tie-in elevation. Contractor shall adjust pipe grade as needed to connect to the inlet elevation noted on fitting WH-FG1, maintaining a minimum slope of 1%. This work shall also include surface restoration and reconnection of existing sewer laterals to bus wash station as needed. Contractor shall note revised elevations and grades for as-built information. Sewer note callout on Sheet WS-C1.18 for sewer pipe under proposed portable building shall be revised to read "Approx. 55' of 4" SCH. 40 ABS PIPE".

2. Revise note for east/west storm line between CB-1 and CB-2 to read "APPROX. 176' 8" CPP @ 2%". CB-1 IE (E) is revised to = 833.51'.

Per CCD 3R, dated July 20, 2016; ADD: \$5,508.69

To Civil drawings sheet WH-C1.08 per revision note 5 dated 07/11/16:

1. Add an additional asphalt walkway as indicated in site plan. Revise current asphalt walkway width as indicated in site plan.

Per CCD 4R, dated August 29, 2016; ADD: \$47,372.65

Asphalt Cost:

1. Wenatchee High School:
  - Extra Asphalt Patching - \$17,046.20
  - Parking Patch Preparation - \$814.74
  - Trench Patch Preparation - \$3,844.19
2. Columbia Elementary School
  - Patch Preparation - \$1,130.79
  - Asphalt Patching - \$3,302.99
3. Westside High School
  - Additional Asphalt - \$13,485.27
  - Preparation for additional asphalt for driving lane in front of school - \$3,218.67

- Preparation for additional asphalt at west pad - \$1,969.26
- Remove additional asphalt for west portable pad - \$1,206.98
- Remove asphalt for extra paving for driving lane, front of school -\$1,845.07

Per CCD 7, dated July 27, 2016; ADD: \$874.23  
 To roof drain connections per RFI-WH1 - Roof Drain Connections:  
 1. Provide clean out casting over the 4" pipe as indicated RFI-WH1 - Roof Drain Connections.

Per CCD 8, dated July 28, 2016; ADD: \$3,243.62  
 To Wenatchee High School site:  
 1. The two existing catch basins located along the walkway west of the Wenatchee High School portables pad sit in a localized low spot. The district desires to raise these catch basins and flatten the grades surrounding them. Contractor shall provide approximately 6" to 18" riser as needed to adjust rim elevations to achieve approximately 4:1 slopes adjacent to the inlets. In addition, Contractor shall provide a new frame a grate for the northern most catch basin.

Per CCD 11, dated August 15, 2016; ADD: 10,750.32  
 To Wenatchee High School site:  
 1. Install sprinklers and plants per school district plans and discussions

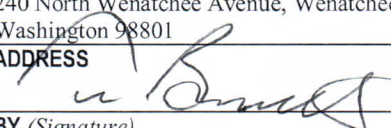
TOTAL ADDITION: \$70,956.44

The original Contract Sum was	\$ 995,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 995,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 70,956.44
The new Contract Sum including this Change Order will be	\$ 1,065,956.44

The Contract Time will be unchanged by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is

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

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

Forte Architects, Inc. <u>ARCHITECT (Firm name)</u>  240 North Wenatchee Avenue, Wenatchee, Washington 98801 <u>ADDRESS</u>   <u>BY (Signature)</u>  Mr. Tom Bassett <u>(Typed name)</u>  9-6-2016 <u>DATE</u>	Smith Excavation, Inc. <u>CONTRACTOR (Firm name)</u>  PO Box 284, Cashmere, Washington 98815 <u>ADDRESS</u>  <u>BY (Signature)</u>  <u>(Typed name)</u>  <u>DATE</u>	Wenatchee School District No. 246 <u>OWNER (Firm name)</u>  235 Sunset Avenue, Wenatchee, Washington 98801 <u>ADDRESS</u>  <u>BY (Signature)</u>  <u>(Typed name)</u>  <u>DATE</u>
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Date: September 27, 2016  
To: Board of Directors  
From: Lindee Akers  
Re: Capital Facilities Update

## MEMORANDUM

This update will be in verbal form. There are no handouts for the board packet. Let me know if you have any questions.

Thank you,  
Lindee





# LEARNING & TEACHING

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# UPDATES



Date: September 27, 2016  
To: WSD Board of Directors  
From: Lindee Akers  
Re: Learning & Teaching Update

## MEMORANDUM

WSD Board of Directors:

This report/update does not have handouts for this segment of the meeting at this time. It will be an oral report with handouts at the board meeting highlighting:

"Transforming Professional Learning in the Wenatchee School District"

by Jodi Smith Payne and the L&T Professional Learning Design Team

Strategy Four: Balance Change for All with Excellence for All  
Objective 4.4: Highly Trained and Engaged Staff - Learning & Teaching

Thank you,  
Lindee Akers



# ENROLLMENT

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# REPORT





Date: September 27, 2016  
To: Board of Directors  
From: Mark Helm  
Re: Choice Enrollment Update

## MEMORANDUM

I will be giving you an update of how our Choice process went this year as well as looking at our Out-of-District Choice numbers. I will have hand outs for you at the Board Meeting.

Thank you,  
Lindee

**Wenatchee School District No. 246**  
**MEMORANDUM**

To: Wenatchee School Board  
Brian Fones, Superintendent

From: Les Vandervort, Chief Financial Officer

Date: September 20, 2016

Re: Enrollment Reports for **September 2016**

**Exhibit A** - Monthly Enrollments.

The **September 2016** count of K-12 students is **7,520.03 full-time equivalents (FTE)** including 0 FTE Running Start students (Running Start students are counted starting in October).

The *average* FTE is **7,520.03** which are **359.97** FTE below budgeted *average* FTE of 7,880.

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

Several factors are coming into play impacting the enrollment numbers:

1. Kindergarten is down 77 FTE.
2. Grades 1-5 are down 89 FTE. Some of this is due to choice reconfiguration.
3. WHS is down 181 although the net impact of grades 9-12 is down 62.
4. Running Start doesn't start counting till October.
5. Open Doors has 64 spots to fill yet.
6. The loss of Alcoa may be having more of an impact than anticipated.

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

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

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

**WENATCHEE SCHOOL DISTRICT NO. 246**  
 Monthly Average FTE Enrollment 2015-16 School Year

GRADE	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	AVERAGE	2015-16 AVG to BUD	
												BUDGET	DIFFERENCE
1/2 Day KINDERGART	0.00										0.00	0	0.00
All-day Kinderga	509.00										509.00	584	-75.00
FIRST	575.03										575.03	591	-15.97
SECOND	558.00										558.00	595	-37.00
THIRD	569.76										569.76	587	-17.24
FOURTH	535.89										535.89	550	-14.11
FIFTH	588.07										588.07	593	-4.93
SIXTH	542.51										542.51	535	7.51
SEVENTH	570.71										570.71	554	16.71
EIGHTH	530.36										530.36	530	0.36
NINTH	588.36										588.36	590	-1.64
TENTH	620.88										620.88	630	-9.12
ELEVENTH	504.33										504.33	495	9.33
TWELFTH	459.77										459.77	515	-55.23
Kindergarten	509.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	509.00	584	-75.00
GRADES 1-5	2826.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2826.75	2,916	-89.25
GRADES 6-8	1643.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1643.58	1,619	24.58
GRADES 9-12	2173.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2173.34	2,230	-56.66
K-12 Subto	7152.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7152.67	7,349	-196.33
Running Start												155	-155.00
Open Doors	71.00										71.00	135	-64.00
Alternative	303.79										303.79	241	62.79
<b>TOTAL</b>	<b>7,527.46</b>										<b>7,527.46</b>	<b>7,880</b>	<b>-352.54</b>

Exhibit A



**WENATCHEE SCHOOL DISTRICT NO. 246**

Yearly Average FTE Enrollment 2004-05 to Present

GRADE	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
KINDERGARTEI	281.17	294.44	325.23	256.86	116.96	122.84	112.17	133.51	116.35	76.00	80.90	20.80	0.00
ALL DAY KINDER				79.00	323.67	337.56	345.67	363.68	335.50	437.61	429.60	533.21	509.00
FIRST	597.44	551.22	583.11	639.86	591.49	571.00	587.64	542.76	617.63	575.55	620.01	596.50	575.03
SECOND	541.56	576.22	546.18	582.82	614.54	585.44	550.85	563.55	541.33	613.44	557.85	581.99	558.00
THIRD	502.93	532.89	577.61	517.25	576.33	618.96	588.12	545.74	549.19	566.04	606.64	547.60	569.76
FOURTH	583.44	493.07	522.99	574.31	529.02	569.18	614.14	576.66	536.59	546.98	571.30	593.90	535.89
FIFTH	555.03	593.47	486.97	531.43	578.29	536.22	560.76	607.33	573.57	544.19	560.36	539.50	588.07
SIXTH	550.39	557.45	620.13	510.27	559.34	622.04	549.62	590.30	649.06	589.00	543.32	554.94	542.51
SEVENTH	589.08	560.45	548.39	612.88	516.99	576.10	617.67	545.57	606.48	654.62	584.36	528.73	570.71
EIGHTH	611.02	588.62	554.19	539.08	613.53	539.12	574.79	625.61	552.01	620.59	644.19	584.41	530.36
NINTH	726.00	773.57	651.42	604.75	599.07	630.85	561.78	584.60	652.18	548.75	619.92	622.99	588.36
TENTH	487.57	504.76	620.21	596.66	569.28	548.37	611.61	545.59	570.70	620.98	553.04	599.52	620.88
ELEVENTH	534.76	488.48	524.59	569.84	527.16	591.15	593.50	625.30	562.71	568.94	573.12	536.48	504.33
TWELFTH	355.74	378.50	384.40	465.71	511.17	674.92	690.73	659.13	665.68	583.40	594.84	543.74	459.77
KINDERGARTEI	281.17	294.44	325.23	335.86	440.63	460.40	457.84	497.19	451.85	513.61	510.50	554.01	509.00
GRADES 1-5	2780.40	2746.87	2716.86	2845.67	2889.67	2880.80	2901.51	2836.04	2818.31	2846.20	2916.16	2859.49	2826.75
GRADES 6-8	1750.49	1706.52	1722.71	1662.23	1689.86	1737.26	1742.08	1761.48	1807.55	1864.21	1771.87	1668.08	1643.58
GRADES 9-12	2104.07	2145.31	2180.62	2236.96	2206.68	2445.29	2457.62	2414.62	2451.27	2322.07	2340.92	2302.73	2173.34
Total K-12	6916.13	6893.14	6945.42	7080.72	7226.84	7523.75	7559.05	7509.33	7528.98	7546.09	7539.45	7384.31	7152.67
													0.00
Running Start	82.79	96.61	101.59	86.18	128.56	140.00	138.52	138.34	133.51	125.55	172.90	155.49	0.00
Skill Source/Open Door										89.23	89.98	101.14	71.00
Alternative												253.49	303.79
													0.00
<b>TOTAL</b>	<b>6998.92</b>	<b>6989.75</b>	<b>7047.01</b>	<b>7166.90</b>	<b>7355.40</b>	<b>7663.75</b>	<b>7697.57</b>	<b>7647.67</b>	<b>7662.49</b>	<b>7760.87</b>	<b>7,802.33</b>	<b>7,894.43</b>	<b>7527.46</b>
Percent Change		-0.1%	0.8%	1.7%	2.6%	4.2%	0.4%	-0.6%	0.2%	1.3%	0.5%	1.2%	-4.6%

Exhibit B

WENATCHEE SCHOOL DISTRICT NO. 246				Current Month 2016-17 FTE Comparison to same month 2015-16				
School	September 2015	September 2016	increase (decrease)	Grade	September 2015	September 2016	increase (decrease)	
Columbia	458	439	-19	K	21	0	-21	
Lewis & Clark	459	480	21	ADK	517	509	-8	
Lincoln	516	500	-16	1	591	575	-16	
Mission View	518	535	17	2	579	558	-21	
Newbery	530	508	-22	3	548	570	22	
Sunnyslope	290	301	11	4	593	536	-57	
Washington	625	574	-51	5	547	588	41	
Elementary	3,396	3,337	-59		3,396	3,336	-60	
Foothills	614	585	-30	6	556	543	-13	
Orchard	395	429	34	7	522	571	49	
Pioneer	654	629	-25	8	585	530	-55	
Middle Schools	1,663	1,643	-20		1,663	1,644	-19	
WHS	2,027	1,850	-177	9	630	588	-41	
WSHS	226	273	47	10	612	621	9	
High Schools	2,253	2,122	-130	11	549	504	-44	
				12	576	460	-116	
Skill Source	6	0	-6		2,366	2,173	-193	
Skill Source/Open Door	63	66	3					
Open Doors/Grad Alliance	0	5	5	Total Regular	7,425	7,153	-272	
Valley Academy	148	167	19					
WV Tech Ctr	196	188	-8					
Other Enrollment	413	426	13	ALE	236	304	68	
				Open Door	63	71	8	
Subtotal Enrollment	7,724	7,527	-197	Running Start	0	0	0	
Running Start			0		7,724	7,527	-197	
Total Enrollment	7,724	7,527	-197					
Juvenile Detention Center	9	11	2					
Special Ed	874	844	-30					

Exhibit C

## Enrollment 15-16

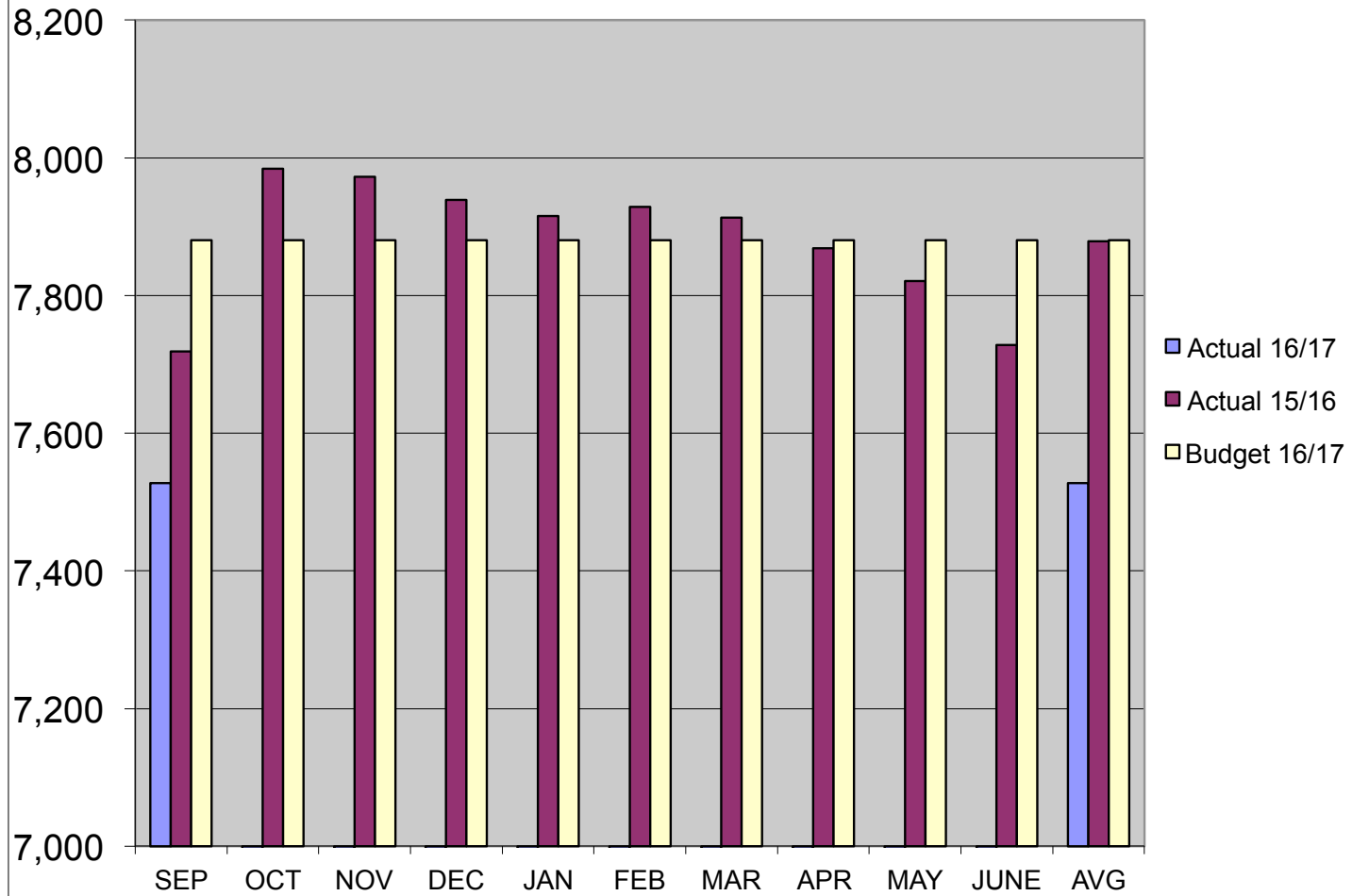


Exhibit E



**WENATCHEE SCHOOL DISTRICT NO. 246**

(\*\* Restated for All Day Kindergarten and Tech Center for comparability)

Yearly Average FTE Enrollment 2003-04 to Present

KINDERGARTEN	586.88	562.34	588.88	650.46	592.72	557.59	583.23	570.01	630.70	568.20	589.61	591.40	574.81
FIRST	546.47	597.44	551.22	583.11	639.86	591.49	571.00	587.64	542.76	617.63	575.55	620.01	596.50
SECOND	485.33	541.56	576.22	546.18	582.82	614.54	585.44	550.85	563.55	541.33	613.44	557.85	581.99
THIRD	572.78	502.93	532.89	577.61	517.25	576.33	618.96	588.12	545.74	549.19	566.04	606.64	547.60
FOURTH	533.35	583.44	493.07	522.99	574.31	529.02	569.18	614.14	576.66	536.59	546.98	571.30	593.90
FIFTH	534.11	555.03	593.47	486.97	531.43	578.29	536.22	560.76	607.33	573.57	544.19	560.36	539.50
SIXTH	582.24	550.39	557.45	620.13	510.27	559.34	622.04	549.62	590.30	649.06	589.00	543.32	554.94
SEVENTH	613.66	589.08	560.45	548.39	612.88	516.99	576.10	617.67	545.57	606.48	654.62	584.36	528.73
EIGHTH	549.04	611.02	588.62	554.19	539.08	613.53	539.12	574.79	625.61	552.01	620.59	644.19	584.41
NINTH	#REF!	726.00	773.57	651.42	604.75	599.07	630.85	561.78	584.60	652.18	548.75	619.92	622.99
TENTH	#REF!	503.47	520.66	636.11	612.56	585.18	548.37	611.61	545.59	570.70	620.98	553.04	599.52
ELEVENTH	#REF!	629.47	583.19	619.30	664.55	621.87	591.15	593.50	625.30	562.71	568.94	573.12	536.48
TWELFTH	#REF!	423.46	446.22	452.12	533.43	578.89	674.92	690.73	659.13	665.68	583.40	594.84	543.74
KINDERGARTEN	586.88	562.34	588.88	650.46	592.72	557.59	583.23	570.01	630.70	568.20	589.61	591.40	574.81
GRADES 1-5	2672.04	2780.40	2746.87	2716.86	2845.67	2889.67	2880.80	2901.51	2836.04	2818.31	2846.20	2916.16	2859.49
GRADES 6-8	1744.94	1750.49	1706.52	1722.71	1662.23	1689.86	1737.26	1742.08	1761.48	1807.55	1864.21	1771.87	1668.08
GRADES 9-12	#REF!	2282.40	2323.64	2358.95	2415.29	2385.01	2445.29	2457.62	2414.62	2451.27	2322.07	2340.92	2302.73
Total K-12	#REF!	7375.63	7365.91	7448.98	7515.91	7522.13	7646.58	7671.22	7642.84	7645.33	7622.09	7620.35	7405.11
Alternative Learning													253.49
Skill Source / Open Door											89.23	89.98	101.14
Running Start	73.87	82.79	96.61	101.59	86.18	128.56	140.00	138.52	138.34	133.51	125.55	172.90	155.49
TOTAL	#REF!	7458.42	7462.52	7550.57	7602.09	7650.69	7786.58	7809.74	7781.18	7778.84	7836.87	7883.23	7915.23
Percent Change			0.1%	1.2%	0.7%	0.6%	1.8%	0.3%	-0.4%	0.0%	0.7%	0.6%	0.4%

\*\* Kindergarten counts are converted to Headcount

Tech Center counts are added to grades 9-12 counts in prior years

Tech Center	9th grade	0.00	
	10th grade	15.90	
	11th grade	94.71	
	12th grade	67.72	
	Total		178.33

**Exhibit C**

Sept 2016

2016-2017 Enrollment - Revised

Official Count Day

	K	FTE	1	FTE	2	FTE	3	FTE	4	FTE	5	FTE	Head Total	FTE Total
Columbia	59	59.00	78	77.03	84	84.00	76	76.00	62	62.00	81	81.00	440	439.03
Lewis & Clark	80	80.00	92	92.00	81	81.00	86	85.76	72	72.00	69	69.00	480	479.76
Lincoln	77	77.00	84	84.00	83	83.00	91	91.00	88	88.00	77	77.00	500	500.00
Mission View	93	93.00	104	104.00	91	91.00	73	73.00	75	75.00	98	97.07	534	533.07
Newbery	68	68.00	84	84.00	76	76.00	91	91.00	91	91.00	98	98.00	508	508.00
Sunnyslope	42	42.00	43	43.00	49	49.00	54	54.00	52	52.00	61	61.00	301	301.00
Washington	88	88.00	91	91.00	94	94.00	99	99.00	96	95.89	106	106.00	574	573.89
<b>Total</b>	<b>507</b>	<b>507.00</b>	<b>576</b>	<b>575.03</b>	<b>558</b>	<b>558.00</b>	<b>570</b>	<b>569.76</b>	<b>536</b>	<b>535.89</b>	<b>590</b>	<b>589.07</b>	<b>3337</b>	<b>3334.75</b>
	<b>6</b>		<b>7</b>		<b>8</b>									
Foothills	183	182.51	218	217.02	185	185.00							586	584.53
Orchard	153	153.00	147	147.00	129	129.05							429	429.05
Pioneer	206	206.00	207	206.69	217	216.31							630	629.00
<b>Total</b>	<b>542</b>	<b>541.51</b>	<b>572</b>	<b>570.71</b>	<b>531</b>	<b>530.36</b>							<b>1645</b>	<b>1642.58</b>
	<b>9</b>		<b>10</b>		<b>11</b>		<b>12</b>							
WHS	557	534.16	578	572.40	487	398.20	393	340.40					2015	1845.16
WSHS	21	21.00	48	45.50	57	55.75	151	149.63					277	271.88
<b>Total</b>	<b>578</b>	<b>555.16</b>	<b>626</b>	<b>617.90</b>	<b>544</b>	<b>453.95</b>	<b>544</b>	<b>490.03</b>					<b>2292</b>	<b>2117.04</b>
Skillsource	0	0.00	0	0.00	0	0.00	0	0.00					0	0.00
Valley Academy	26	13.00	18	18.00	20	19.80	26	26.00	21	21.00	18	18.00		
	20	20.00	8	8.00	10	8.46	7	6.90	8	7.70			182	166.86
Special Ed-Bldg 511													0	0.00
WVTSC	0	31.20	1	12.18	40	64.95	54	79.47					95	187.80
Running Start													0	0.00
Open Doors - Skillsource	0	0.00	6	6.00	26	26.00	34	34.00					66	66.00
Open Doors - Grad Alliance	0	0.00	0	0.00	0	0.00	5	5.00					5	5.00
	0	0.00	6	6.00	26	26.00	39	39.00					71	71.00
<b>Total Open Doors</b>													<b>71</b>	<b>71.00</b>
<b>Totals</b>													<b>7622</b>	<b>7520.03</b>

Subtotal Minus RS

Subtotal W/RS

Juvenile Detention Center

Age	FTE	Age	FTE	Age	FTE
0-2	44.00	3-5	48.00	K-21	757.00

11 11.00

849 849.00

	24 KINDER		24 GRADE 1		25 GRADE 2		25 GRADE 3		27 GRADE 4		27 GRADE 5		
	#		#		#		#		#		#		
Columbia	Dimova-West, R B	14	Els, Joe	19	Bentsen, Carolyn B	23	Heffron, Rebecca (mixer)	19	Avila, Dahlia (mixed)	21	Cline, Gretchen	27	FTE 439.03 Head
	Holland, Courtney	15	Lopez, Lizbeth B	14	Card-Roley, Laurie	20	Kniveton, Jenifer	18	Hetterle, Rachel	21	Hill, Courtney	27	
	Ryan-Kelzenberg (Shel)	16	McCarl, Megan	22	Vanatta (Shelt'd)	22	Lemus-Pulido, Anayss	19	Siepmann, Connie	20	Weaver, Katie	27	
	Wiggins, Cameron	14	Smith, Lynette	22	Weaver, Ryan	19	Searles, Rachel	20					
			Speech Only	1				0					
	59		78		84		76		62		81	440	
Lewis & Clark	Jarvis, Oliva B	19	McGuire, Ana	23	Collins, Alanna	22	Black, Maria	21	Jagla, Angie	23	Boyle, Heidi	23	FTE 479.76 Head
	Limon, Donna	23	Navarro, Nancy B	23	Luna, Itzia B	19	Brandt, Theresa	22	Lopez, Daniz B	25	Sanchez, Juan	23	
	Springer, Megan	18	Savage, Sunny	23	Malloy, Juanita B	19	De La Mora B	21	Martinez, Eva	24	Sleeper, Tracie B	23	
	Yanez, Carmen B	20	Solis, Anelita B	23	Schmidt, Desiree	21	Nunez, Ginger	22					
		80		92		81		86		72		69	
Lincoln	Charles, Katie	17	Blankenship, Marea B	18	McKee, Nancy	21	Heinz, Teresa	23	Gaytley, Todd	21	Bullis, Jacob	17	FTE 500.00 Head
	Clive, Cassandra	18	Hurt, Allison (Shelt'd)	21	Rodriguez, Christina B	21	Mason, Kristina	21	Guerrero, Marta	22	Ferson, Darrin	20	
	Gonzalez, Rocio B	19	Pattison, Lisa	21	Schmidt, Sandra	21	Nelson, Tessa	22	Mahler, Cynthia	21	Nicpan-Brown, Kristina	18	
	Smith, Candy (Shelt'd)	19	Robins, Jessica	22	Wilson, Carmen B	20	Williams, Dianna B	22	Parr, Kevin B	22	Williams, Jeffrey	20	
	SpEd Noble	4	SpEd Noble	2	SpEd Noble	2	SpEd McFarland	3	SpEd McFarland	2	SpEd McFarland	2	
	77		84		83		91		88		77	500	
Mission View	Hepton, Tiffany	18	Berdine, Mary	22	Christensen, Jen B	21	Brown, Sarah	24	Avila, Armando B	19	Alto, Angie B	26	FTE 533.07 Head
	Martinez, Lupe B	18	Chang Marr, Maria B	23	Hill, Carol	23	Chavez, Gabriela B	25	Avila, Mario B	17	Hall, Andrew	25	
	Mendoza, Liliana	18	Montalvo, Patricia B	19	Martinez, Brandy	23	Savage, Tamara	24	Lewis, Lisa	18	Pass, Scott	25	
	Orozco Blanco, Eliza B	20	Morgan, Coni	21	Yanez, Socorro B	24			Wirth, Debra	21	Phelps, Theresa	22	
	Valdovinos, Cari	19	O'Banion, Heidi	19									
	93		104		91		73		75		98	534	
Newbery	Cannan, Eric	2	Cannan, Eric	1	Cannan, Eric	1	Brooks, Ingrid B	22	Keene, Stephanie	20	Kniveton, Kyle B	24	FTE 508.00 Head
	Fischer, Leticia	16	Arneson, Imelda B	20	Dundas, Cheri	19	Crollard, Debbie	22	Peterson, Tracy	22	London, Flora	24	
	Reyna-Smith, Soyla	16	Garza, Ashley	21	Morrell, Blake	18	Dickson, Kimberly	21	Schott, Robert B	23	Preuss, J. Austin	23	
	Vivanco, Matilde B	17	McLaughlin, Lori	22	Page, Brooke B	19	Gutierrez-Zamora B	22	Stubbe, Stephanie	24	Strozyk, Paula	25	
	Wise, Jill	17	Woolsey, Tami	20	Riggan, Brooke	19	Cannan, Eric	4	Cannan, Eric	2	Cannan, Eric	2	
	68		84		76		91		91		98	508	
Sunnyslope	LeFebvre, S	22	Anspach, Julie	21	Howard, Jeri	24	Dalbeck, Abby	27	Baier, Erika	27	King/Morgan	20	FTE
	Steitz, Lisa	20	Jansen, Kelli	22	Norwood/Gale	25	Martin, Peggy	27	Loomis, Meredith	25	Lammert, Amy	20	301.00
		42		43		49		54		52	Weber, Karen	21	Head
											61	301	
Washington	Arredondo, Zuly	22	Garcia/Wilkens	22	Anguiano, Stephanie	23	Bucholz, Heidi	25	Detwiler, Tamara	24	Christensen, Monika	27	FTE 573.89 Head
	Connor, Michelle	22	Knell, Molly	23	Clayson, Wendi	23	McGinnis, Lance	24	Gillespie, Terry	24	Roche, Laura	25	
	Reiber, Erin	22	Larsen, Rebecca	22	Huson, Lynda	24	Reinfeld, Jill	25	Parr, Maia B	22	Sutton, Jana	26	
	Rodriguez, Melody	21	Oltman, Erin	23	Lake, Caroline	24	Williams, David	25	Smith, Jodee	23	Walsh, Tracy	26	
	SpEd Cannan	1	SpEd Ptolemy	1	SpEd Cannan	1	SpEd Cannan	1	SpEd Cannan	1	SpEd Lyon Cannan	1	
	SpEd Ptolemy				SpEd Ptolemy		SpEd Ptolemy		SpEd Ptolemy		SpEd Ptolemy	2	
		88		91		94		99		96		106	
<b>TOTAL FTE</b>													<b>3334.75</b>
<b>TOTAL Head Count</b>													<b>590</b>
<b>Special Ed Count</b>													<b>6</b>
<b>Average Class size</b>													<b>23.36</b>
<b># of Teachers/Classes</b>													<b>25</b>
<b>B = Bilingual</b>													
<b>D = Dual Language</b>													





# DISTRICT POLICY

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## UPDATES

## **Language Access Plan**

The Board of Directors is committed to improving meaningful, two-way communication and promoting access to District programs, services and activities for students and parents with limited English proficiency (LEP) free of charge. To that end, the Board of Directors requires the District to implement and maintain a language access plan tailored to the District's current LEP parent population.

At a minimum, the District's language access plan will incorporate the procedures that accompany this policy and address:

### **Parent Identification**

The District will accurately and in a timely manner identify LEP parents and provide them information in a language they can understand regarding the language service resources available within the District.

### **Oral Interpretation**

The District will take reasonable steps to provide LEP parents competent oral interpretation of materials or information about any program, service, and activity provided to non-LEP parents and to facilitate any interaction with district staff significant to the student's education. The District will provide such services upon request of the LEP parent(s) and/or when it may be reasonably anticipated by District staff that such services will be necessary.

### **Written Translation**

The District will provide a written translation of vital documents for each limited English proficient group that constitutes at least 5 percent of the District's total parent population or 1000 persons, whichever is less. For purposes of this policy, "vital documents" include, but are not limited to, those related to:

- registration, application, and selection;
- academic standards and student performance;
- safety, discipline, and conduct expectations;
- special education and related services, Section 504 information, and McKinney-Vento services;
- policies and procedures related to school attendance;
- requests for parent permission in activities or programs;
- opportunities for students or families to access school activities, programs, and services;
- student/parent handbook;
- the District's Language Access Plan and related services or resources available;
- school closure information; and
- any other documents notifying parents of their rights under applicable state laws and/or containing information or forms related to consent or filing complaints under federal law, state law, or District policy.

If the District is unable to translate a vital document due to resource limitations or if a small number of families require the information in a language other than English such that document translation is unreasonable, the District will still provide the information to parents in a language they can understand through competent oral interpretation.

**Staff Guidance**

All school administrators, particularly those who have the most interaction with the public such as registrars and enrollment staff, certificated staff and other appropriate staff as determined by the superintendent, will receive guidance on meaningful communication with LEP parents, best practices for working with an interpreter, how to access an interpreter or translation services in a timely manner, language services available within the District and other information deemed necessary by the superintendent to effectuate the language access plan.

Appropriate district staff, as determined by the superintendent, will also receive guidance on the interaction between this policy and the District’s policy on effective communication with students, families, and community members with disabilities.

The superintendent is authorized to establish procedures and practices for implementing this policy.

Legal References	Chapter 28A.642 RCW Discrimination prohibition Chapter 49.60 RCW Discrimination – Human Rights Commission Chapter 392-400 WAC Pupils WAC 392-400-215 Student rights Title VI of the Civil Rights Act of 1964
Cross References	3210 - Nondiscrimination 4129 - Family Involvement 4217 - Effective Communication
Management Resources	2016 - July Issue OSPI website: Interpretation and Translation Services



## Drug-Free Schools, Community and Workplace

The board has an obligation to staff, students and citizens to take reasonable steps to assure provide a reasonably safe safety in the workplace and to provide safety and high quality performance for the students that who the staff serves.

For the purposes of this policy, the “workplace” is defined to mean the site for the performance of work done, which includes work done in connection with a federal grant. That The “workplace” includes any school district building or any school district premisesproperty; any schooldistrict-owned vehicle or any other school-districtapproved vehicle used to transport students to and from school or school activities; off school district property during any school-sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district which could also include work on a federal grant.

For these purposes, the board declares that To help maintain a drug-free school, community and workplace, the following behaviors will not be tolerated:

- A. Reporting to work or the workplace under the influence of alcohol, illegal and/or controlled chemical substances including marijuana (cannabis). ~~or opiates~~.
- B. Using, possessing, transmitting alcohol, illegal and/or controlled chemical substances, including marijuana (cannabis) and anabolic steroids, ~~or opiates~~ in any amount, or in any manner, and at any time in the workplace. on district property at any time or when involved in a school district activity on or off school district property.
- C.B. Any staff member convicted of a felony crime attributable to the use, possession, or sale of illegal and/or controlled chemical substances including marijuana (cannabis) ~~or opiates~~ will be subject to disciplinary action, including immediate termination.
- D.C. Using district property or the staff member's position within the district to make or traffic alcohol, illegal and/or controlled chemical substances. ~~or opiates~~.
- E.D. Using, possessing or transmitting illegal and/or controlled chemical substances, including marijuana (cannabis). ~~and opiates in a manner which is detrimental to the interest of the district.~~

Any staff member who is taking a drug or medication, whether or not prescribed by the staff member's physician, which may adversely affect that staff member's ability to perform work in a safe or productive manner, is required to report such use of medication to his or her supervisor. This includes drugs which are known or advertised as possibly affecting judgment, coordination, or any of the senses, including those which may cause drowsiness or dizziness.

Any staff member who is taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job, and providing written documentation of the determination from the prescribing physician and/or pharmacist. If the use of a medication could compromise the safety of the staff member, other staff members, students or the public, it is the staff member's responsibility to use appropriate personnel procedures (e.g., use leave, request change of duty, or notify his/her supervisor of potential side effects) to avoid unsafe workplace practices. If a staff member notifies his/her supervisor that the use of medication

could compromise the safe performance of his/her job, tThe supervisor, in conjunction with the district officeHuman Resource Office, then will determine whether the staff member can remain at work and whether any work restrictions will be necessary.

As a condition of employment, each employee will notify his or her supervisor of a conviction under any criminal drug statute violation occurring in the workplace as defined above. Such notification will be provided no later than 5 days after such conviction. The district will inform the federal granting agency within ten 10 days of such conviction, regardless of the source of the information.

#### Disciplinary Action

Each employee will be notified of the district's policy and procedures regarding employee drug activity at work. Any staff member who violates any aspect of this policy may will be subject to disciplinary action, which may include immediate dischargetermination. As a condition of eligibility for reinstatement, an employee may be required to satisfactorily complete a drug rehabilitation or treatment program approved by the boarddistrict, at the employee's expense. Nothing in this policy will be construed to guarantee reinstatement of any employee who violates this policy, nor does the school district incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

The district may notify law enforcement agencies regarding to a staff member’s violation of this policy at the district's discretion or take other actions as it the district deems appropriate.

Cross References:	Model Board Policy 4215	Use of Tobacco and Nicotine Substances on School Property
	Model Policy 5203	Staff Assistance Program
	Model Board Policy 5280	Termination of Employment

Legal References:	RCW 69.50.435	Violations committed in or on certain public places or facilities — Additional penalty — Defenses — Construction — Definitions
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~~41 U.S.C. § 8103~~ ~~Drug Free Workplace Requirements for Federal Grant Recipients~~

21 U.S.C. § 812	Controlled Substance Act
20 U.S.C §§ 7101-7118	Safe and Drug-Free Schools and Communities Act (as amended by Title Iv – 21 <sup>st</sup> Century Schools)

41 U.S.C. § 8103 Drug Free Workplace Requirements for Federal Grant Recipients

#### Management Resources:

<i>Policy News,</i>	December 2015
<u><i>Policy &amp; Legal News, February 2013</i></u>	<u>Policy Revisions</u>
<i>Policy News, December 2011</i>	Changes in WSSDA's <i>Policy Reference</i>

*Policy News*, February 1999

*Manual*  
Bus drivers still tested for marijuana

**Adoption Date:**  
**School District Name:**  
**Revised: 04.98; 12.11; 02.13 ; 09.16**  
**Classification: Essential**