Wenatchee Public Schools

SCHOOL BOARD MEETING

January 26th, 2016 WSD District Office AGENDA

5:45 p.m. Board Appreciation Reception 6:00 p.m. Regular Board Meeting

	0:00 p.m. Regular Board Meeting	-	5.
т	DI EDGE OF ALLECIANCE	Ί	Time
1.	PLEDGE OF ALLEGIANCE		
II.	CONSENT AGENDA 1. Minutes of Regular Board Mtg. 1/12/16 2. Personnel Report 3. Vouchers 4. Contracts	Action 1+ Action 2+ Action 3+ Action 4+	2 min
III.	RECOGNITIONS: Newly National Board Certified Teachers Lisa Turner, HR Executive Director		10 min
IV.	CITIZEN COMMENT		05 min
V.	HIGH SCHOOL ASB REPORTS		05 min
	FIELD TRIP REQUESTS & APPROVALS: Out of State and Overnight Field Trip Requests Jodi Smith Payne, Assistant Superintendent for Learning & Teach Club/Activities Advisors	Action	15 min 15 min
	FACILITIES UPDATES: Apprenticeship Utilization Update Capital Projects Financial Update David Zeitlin, Senior Project Manager, Hill International	Information Information	
	POLICY UPDATES: 2000 Series Policy Updates Policies 1st Readings Procedures Update Jodi Smith Payne, Assistant Superintendent for Learning & Teach	Information Information	
IX.	BOARD COMMUNICATIONS		05 min
	SUPERINTENDENT'S REPORT ADJOURNMENT SEE REVERSE SIDE Board Meeting Protocol		05 min



CONSENT AGENDA



Wenatchee School District Regular Board Meeting

Minutes of January 12th, 2016 WSD District Office

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

I. Regular Meeting 6:00 p.m.

Jesús Hernández

Jennifer Talbot, Board President, opened the regular board meeting at 6:00 pm with the Pledge of Allegiance.

Jennifer Talbot, Board President, asked for a motion to approve the consent agenda with a carry-on grant agreement added from The Office of the Secretary of State for Pioneer Middle School Library. Also the Wenatchee Valley Dispute Resolution Mediation contract was removed from the consent agenda to be voted on separately.

II. Consent Agenda

MOTION MADE: Laura R. Jaecks made the motion to approve the

consent agenda.

SECONDED: By Robert Sealby

DISCUSSION: None PASSED UNANIMOUSLY Consent Agenda included:

1) Minutes

MINUTES:

2) Personnel Report

12/01/15 Workshop Minutes & 12/08/15 Regular Board Meeting

3) Vouchers/Payroll

PERSONNEL REPORT PREPARED BY: Lisa Turner, HR Director: 1/12/2016 personnel report: on file

VOUCHERS PREPARED BY:

Karen Walters, Director of Accounting: 12/23/15 General Fund

Check numbers 580724 through 580924 totaling \$1,143,196.14

Capital Projects Fund

Check number 580925 through 580938 totaling \$1,381,162.56

Associated Student Body Fund

Check number 580939 through 580985 totaling \$32,613.30

1/13/16

<u>General Fund</u> Check numbers 581084 through 581239 totaling \$552,255.07

Capital Projects Fund

Check number 581240 through 581249 totaling \$277,231.76

Associated Student Body Fund

Check number 581250 through 581272 totaling \$16,553.50

PAYROLL: Tammy Hubensack, Director of Payroll: 12/2015 \$5,966,934.95

4) Surplus Report

SURPLUS REPORT PREPARED BY:

Karen Walters, Director of Accounting: 1/12/16 On File

5) Contracts

CONTRACTS: Karen Walters, Director of Accounting 1/12/16

Date	New <u>or</u> Renewal <u>or</u> 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?
12/17/15	Renewal	No	Yakima Valley Community College	Tech Prep Agreement	\$245 Budget Code 3100-27-7000-402-6000	2015-2016 School Year	Dennis Conger	Yes	Yes
01/12/15	New	No	Sleeping Lady	Leadership Advance	\$16,064 Budget Code 9700-12-7027-000	8/11/16 - 8/12/16	Brian Flones	Yes	Yes
12/08/15	New	Yes	A+ In Home Tutoring, Inc	Contract for Supplemental Educational Services	\$6,126 Budget Code 5100-27-7000-000-0009	12/9/15 - 5/31/16	Nancy Duffey	Yes	Yes
12/08/15	Renewal	No	Chelan County PUD	Cross Country Races	N/A Budget Code N/A	10/1/16 - 10/27/16	Jim Beeson	Yes	No
12/08/15	New	Yes	Acadamia.Net Inc.	Contract for Supplemental Educational Services	\$1,021 Budget Code 5100-27-7000-000-0009	12/9/15 - 5/31/16	Nancy Duffey	Yes	Yes
12/17/15	Revision	No	NCESD	Leam360	\$3,385 Budget Code Various	2015-2016 School Year	Ron Brown	Yes	Yes
12/17/15	New	No	The Don't Wait Project	Visiting Artist (portion)	\$3,860 Budget Code 0116-27-7000-000	10/28/15 - 10/30/15	Ron Brown	Yes	Yes
01/05/16	New	No	Pybus Event Center	Elementary Hi-Cap Event	\$300 Budget Code NCESD Teacher Grant	4/21/16 - 4/24/16	Sarah Hanchey	Yes	Yes
01/06/16	New	No	Grand Canyon University	Education Alliance Agreement	\$0 Budget Code N/A	1/1/16 - 1/1/19	Lisa Turner	No	No

III. Additional Consent Items

Date	New <u>or</u> Renewal <u>or</u> Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?	Attorney Review Required?
01/05/16	New	The State of Washington Office of the Secretary of State	to help the school library update its science, technology, engineering and math (STEM) materials	Not Given Budget Code Awardee to receive 50 STEM Books plus 3 professional development titles	January - March 31, 2016	Nancy Duffey Thave read this contract and recommend it for board approval. Initial	B	No	

IV. Additional Non-Consent Contract

Date	New <u>or</u> Renewal <u>or</u> Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
				\$50 admin fee, \$125 per hour for facilitation, \$75 per hour for design work session		<u>Lisa Turner</u>			
01/06/16	New	Wenatchee Valley Dispute Resolution Center	Provide facilitation service	Budget Code	1/5/16- 12/31/16	I have read this contract and recommend it for pare approval. Initial Date			This is decided at the district office.

Superintendent Flones presented the Wenatchee Valley Dispute Resolution Center contract to the board for approval. Board member Laura Jaecks recused herself from the voting because she currently is serving on their board.

MOTION MADE: Jesús Hernández made the motion to approve the Wenatchee Valley Dispute Resolution Center contract as presented by Superintendent Flones.

DISCUSSION: None

SECONDED: By Walter Newman **PASSED: 3 yea and 1 recused**

V. Citizens Comments

NONE

VI. ASB Reports

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

- WSHS had their 2nd Annual Talent Show. It was a fantastic success, they had 17 acts and a lot of fun for everyone.
- Leadership class had a clothes drive for the homeless and supplied 72 children with items.
- WSHS had a Salvation Army Angle Tree and provided over 30 gifts to children for Christmas.
- Had their door decoration contest and it was a great success.
- Grad Team is working hard with students to help them set goals and learn what it takes to graduate and be successful.
- WSHS had their Annual Penny Drive to fight leukemia.
- They challenged themselves to push until they are out of their comfort zone to be successful.

WHS: None

VII. Field Trip Requests:

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

Prepared

By: Jodi Smith Payne

Assistant Superintendent of Learning and Teaching

Re: Learning and Teaching

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

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

Group Name: Middle School Spring Trip – All Middle Schools

Date of Trip: March 31 – April 8, 2016

Purpose: Annual 8- Grade Visit to Historical Sites on the East Coast

Number of Students: 35 students/9 adults

Location: Boston, New York, Philadelphia, Wash. DC

Means of Funding: PARENT AMOUNT: \$3,000.00

Approx. Cost: \$3,000.00 Supervision: Rick Williams

Group Name: Wenatchee High School Journalism

Date of Trip: April 14 – 17, 2016

Purpose: NSPA National High School Journalism Convention

Number of Students: 16 students/2 adults Location: Los Angeles, CA

Means of Funding: DIST. PROGRAM: \$1,337.00

Approx. Cost: \$1,337.00 Supervision: Dave Riggs

Group Name: Wenatchee High School

Date of Trip: March 18 – 20, 2016

Purpose: State Mock Trial Competition

Number of Students: 26 students/2 adults

Location: Thurston County Superior Court

Means of Funding: ASB: \$1,650.00 / DIST. PROGRAM: \$1,000.00 / PARENT AMT: \$100.00

Approx. Cost: \$2,750.00 Supervision: Frank Brandt

Group Name: Wenatchee High School DECA Team

Date of Trip: March 3 – 5, 2016

Purpose: State-level Career Development Conference

Number of Students: 60 students/6 adults

Location: Bellevue, WA

Means of Funding: ASB: \$6,000.00 / DIST. PROGRAM: \$3,000.00 / PARENT AMT: \$11,000

Approx. Cost: \$20,000.00 Supervision: Matt Pakinas

Group Name: Wenatchee High School DECA Team

Date of Trip: April 22 – 27, 2016

Purpose: International Career Development Conference

Number of Students: 15 students/2 adults

Location: Nashville, TN

Means of Funding: ASB: \$10,000.00/DIST. PROGRAM: \$5,000.00/PARENT AMT: \$15,000

Approx. Cost:\$30,000.00 Supervision: Matt Pakinas

Group Name: Wenatchee High School Mariachi

Date of Trip: May 21 – 22, 2016

Purpose: Lilac Parade & Silverwood Performance

Number of Students: 30 students/4 adults

Location: Spokane, WA & Silverwood, ID

Means of Funding: ASB: \$1,200.00
Approx. Cost: \$1,200.00
Supervision: Ramon Rivera

Group Name: Wenatchee High School DECA Team

Date of Trip: May 27, 2016

Purpose: DECA Store Management Reward for meeting yearly sales projection

Number of Students: 18 students/2 adults

Location: Athol, ID
Means of Funding: ASB: \$4,000.00
Approx. Cost: \$4,000.00
Supervision: Matt Pakinas

Group Name: Wenatchee High School Mariachi

Date of Trip: April 22 – 23, 2016

Purpose: Performance at Portland State University

Number of Students: 30 students/4 adults

Location: Portland, OR
Means of Funding: ASB: \$1,500.00
Approx. Cost: \$1,500.00
Supervision: Ramon Rivera

Group Name: Wenatchee High School Mariachi

Date of Trip: March 4 - 5, 2016

Purpose: Performance at Eastern State University

Number of Students: 30 students/3 adults

Location: Eastern State University, Cheney, WA

Means of Funding: ASB: \$800.00
Approx. Cost: \$800.00
Supervision: Ramon Rivera

Group Name: Wenatchee High School Mariachi

Date of Trip: May 6 - 7, 2016

Purpose: Performance at Shelton/Tacoma

Number of Students: 30 students/4 adults
Location: Shelton/Tacoma
Means of Funding: ASB: \$1,500.00

Approx. Cost: \$1,500.00
Supervision: Ramon Rivera

Group Name: Wenatchee High School LEAP – 10. Grade Students

Date of Trip: February 4 - 6, 2016

Purpose: LEAP (The Latino/a Educational Achievement Project) Conference

Number of Students: 20 students/4 adult Location: Tacoma, WA

Means of Funding: No district funds – All GEAR UP Funds

Approx. Cost: \$12,000.00

Supervision: Yadira Luna/Rebecca Carter

Group Name: Wenatchee High School Drafting Students

Date of Trip: April 28 – May 1, 2016

Purpose: National Bridge Building Contest

Number of Students: 2 students/1 adult

Location: Chicago, IL

Means of Funding: DIST. Program: \$1,800.00

Approx. Cost: \$1,800.00 Supervision: Doug Merrill

Advisors and Teachers in attendance:

- Rick Williams
- Dave Riggs
- Kory Kalahar
- Matt Pakinas
- · Ramon Rivera
- Doug Marrow
- Lukas Henke

Each advisor shared the details of their trips with the board and answered the board's questions.

Adrian Robinson, journalism student, attended with her advisor, Dave Riggs. She shared her experiences traveling last year to Colorado. It was an enriching experience.

WSHS Principal Kory Kalahar stood in for Frank Brandt, he was with the Mock Trial team practicing with Judge Allen.

Mariachi students, Kim Robles and Esmeralda Mora, attended with their advisor, Ramon Rivera. They also shared with the board their experiences and successes.

Lucas Henke represented WHS LEAP/Gear UP trip.

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

DISCUSSION: None

SECONDED: By Walter Newman

PASSED Unanimously

VIII. Facilities Update:

Facilities Director Gregg Herkenrath presented the two change orders for David Zeitlin because he was not able to attend due to the pass being closed to traffic.

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?
				\$20,104		Gregg Herkenrath / David Zeitlin		No.	
			ECLC CIP - Change Order No. 2 to	Budget Code	Upon approval to	I have read this contract: and recommend it for		Increase PO	
01/05/16	Revision 2	WLK Joint Venture	contract between WLK Joint Venture and WSD dated 8/07/15.		September 2016	board approval.		842140015 3 by	
						Date V 6/16		\$20,104.00	
				20 E 530 1421 22 7000 100		Date *			

SITUATION

Change Order No. 2 is attached for your review. The change order includes seven (7) changes to the construction contract for the Castle Rock Learning Center Modernization project. There are six (6) changes that are an additive cost change and one (1) change that is a deductive cost change to the construction contract.

The cost of the changes from Change Order No. 2 is within the budget established for this project. The total for change orders to date is 1.6% of the construction contract amount.

Original Construction Contract Amount	\$4,664,835.84
Current Change Order	
Change Order No 2	\$20,104.00
Total Change Orders	
Change Order 1 thru 2	\$74,805.00
Contract Amount including this Change Order	\$4,739,640.84

RECOMMENDATION

The Board of Directors approves Change Order No. 2 to WLK Joint Venture, Inc. for the Castle Rock Learning Center Modernization Project in the amount of \$20,104.00 increasing the contract amount to \$4,739,640.84.

ITEM	DESCRIPTION	ADD OR DEDUCT	AMOUNT
CCD 001 CRLC	Additional Asbestos Abatement	Add	\$4,117.00
CCD 008 CRLC	Mechanical Grill Change in Room 105	Add	\$1,351.00
CCD 009 CRLC	Change to Mannington Rubber Tile	Add	\$6,702.00
CCD 010 CRLC	Install Basketball Hoops in Temporary Locations	Add	\$2,137.00
CCD 012 CRLC	Install Concrete Sidewalks to Portables	Add	\$1,625.00
CCD 014 CRLC	Provide Insect Screens at Operable Windows	Add	\$7,157.00
CCD 016 CRLC	Credit to Delete CRLC Safe	Deduct	(\$2,985.00)
SVD SV A DV			
SUMMARY The original Contract Sur	N 1100		\$4,664,835.84
			\$54,701.00
	authorized Change Orders	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
The Contract Sum prior to			\$4,719,536.84
	increased by this change order		\$20,104.00
The new Contract Sum in	cluding this Change Order will be unchanged.		\$4,739,640.84

Re: Castle Rock Learning Center Modernization Project Change Order No. 2

Wenatchee School District

Below is a brief descrition of each of the construction change directives (CCD's) which make up Change Order No. 2

CCD 001 Additional asbestos abatement \$4,117.00

 Additional asbestos containing floor tile and mastic were found in the Administration area and existing restroom. The building paper was found to contain asbestos. All conditions in this CCD were unforeseen.

CCD 008 Mechanical grill change in Room 105 \$1,351.00

 In Rm 105, two 12" wide by 10" high wall grilles for the heating system had to be resized to 12" wide by 6" high to fit between in the wall framing and below the adjacent ceiling.

CCD 009 Change to Mannington rubber tile \$6,702

• The flooring contractor bid to provide Burke rubber tile. During the material review process it was discovered that the color selections for the Burke rubber tiles were significantly different from the Mannington rubber tiles colors selected for the building by the Owner. The Owner requested the change to the Mannington rubber tiles because of the poor color options available from Burke rubber tile.

CCD 010 Install basketball hoops in temporary locations \$2,137.00

 The Owner requested that the existing basketball hoops, which were removed to allow for construction, be temporarily installed at the west end of ECLC for student use until the permanent basketball hoops are installed this coming summer.

CCD 012 Install concrete sidewalks to portables \$1,625.00

 Temporary concrete sidewalks were installed from the existing entry sidewalk to the ramps of the Portables temporarily installed on the east side of WES. The temporary sidewalks are required for ADA access to the Portables.

CCD 014 Provide insect screens at the CRLC operable windows \$7,157.00

 The project specifications didn't note to provide insect screens at the operable windows in CRLS. This CCD was issued to provide them for CRLC. The specifications for WES do require screens at the operable windows.

CCE 016 Credit to delete the safe at CRLC Credit (\$2,985.00)

It was determined by the Owner that a safe wasn't required at CRLC.

After a brief discussion about the costs and they were being drawn from the Owner Contingency funds Mr. Herkenrath asked for approval.

MOTION MADE: Laura R. Jaecks made the motion to approve ECLC-WLK Joint Ventures Change Order #2 as presented by Facilities Director Gregg Herkenrath.

DISCUSSION: None

SECONDED: By Walter Newman

PASSED Unanimously

Mr. Herkenrath presented the WES CIP change order for approval.

Date	New <u>or</u> Renewal <u>or</u> Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
				\$81,918		Gregg Herkenrath / David Zeitlin	1/26/16	6 Bd Pac	10 ket

SITUATION

Change Order No. 2 is attached for your review. The change order includes five (5) changes to the construction contract for the Washington Elementary School Construction project. There are four (4) changes that are additive and one (1) change that is a deductive cost change to the construction contract.

The cost of the changes from Change Order No. 2 is within the budget established for this project. The total for change orders to date is 0.65~% of the construction contract amount.

Original Construction Contract Amount	\$24,071,602.03
Current Change Order	
Change Order No 2	\$81,918.00
Total Change Orders	
Change Order 1 thru 2	\$157,388.00
Contract Amount including this Change Order	\$24,228,990.03

RECOMMENDATION

The Board of Directors approves Change Order No. 2 to WLK Joint Venture, Inc. for the Washington Elementary School Construction Project in the amount of \$81,918.00 increasing the contract amount to \$24,228,990.03.

ITEM	DESCRIPTION	ADD OR DEDUCT	AMOUNT
CCD 005 WES	Additional Paving	Add	\$3,983.00
CCD 011 WES	Conduit for Future Reader Board	Add	\$1,320.00
CCD 015 WES	Alternate Bids Added to Scope	Add	\$73,880.00
CCD 017 WES	Change Operable Vents to Fixed Glazing in KG	Deduct	(\$2,170.00)
CCD 019 WES	Electrical RFI Response	Add	\$4,905.00
TOTAL AMOUNT FO	R THIS CHANGE ORDER	ADD	\$81,918.00
SUMMARY			
The original Contract Su			\$24,071,602.03
Net change by previously	authorized Change Orders		\$75,470.00
The Contract Sum prior t	o this Change Order was		\$24,147,072.03
The Contract Sum will b	e increased by this change order		\$81,918.00
The new Contract Sum is	cluding this Change Order will be	***************************************	\$24,228,990.03

Re: Washington Elementary School Replacement Change Order No. 2 Wenatchee School District

VVCHAtorice Ochool District

Below is a brief descrition of each of the construction change directives (CCD's) which make up Change Order No. 2

CCD 005 Additional paving \$3,983.00

- To meet City requirements and provide ADA access to the existing CRLC and WES temporary paving was provided at the following locations:
 - Several ADA parking stalls on the east side of WES and one ADA parking stall at the northeast corner of CRLC.
 - From the road to the existing stairs on the east side of WES.
 - Up the hill between CRLC and WES to provide drive access up to the buildings.

CCD 011 Conduit for future reader board \$1,320.00

 The electrical drawings showed a conduit for data extended out to the location of a future reader board. A conduit wasn't shown for future power to the reader board. This CCD provide for one additional conduit to the future reader board for power.

CCD 019 Various electrical revisions \$4,905.00

- This CCD covers the following various electrical clarifications or revisions
 - Lighting control for Kitchen lighting was provided for in the drawings. A dedicated zone control was provided for by this CCD to give separate control of the lighting.
 - The operable wall requires a different power supply than what is provided for in the drawings. The circuit breakers were changed as necessary and additional required wiring was run to the operable wall.
 - The drawings show motorized roller shades at the glass wall entry into the Commons. This CCD adds the electrical connections required to operate these motorized roller shades.
 - Six circuits were shown on the electrical panel schedule as 20 amp but the drawings indicate they feed devices that require 30 amp circuits. This CCD changes the breakers from 20 amp to 30 amp and revises the wiring size for the heavier electrical load.
 - The overhead door at the Kitchen requires a different power supply than what is provided for in the drawings. The circuit breakers were changed as necessary and additional required wiring was run to the overhead door.

After Mr. Herenrath answered a few questions he asked for approval.

MOTION MADE: Robert Sealby made the motion to approve WES-WLK Joint Ventures Change Order #2 as presented by Facilities Director Gregg Herkenrath.

DISCUSSION: None

SECONDED: By Walter Newman

PASSED Unanimously

IX. Policy Updates

Procedure 3131P: Mark Helm, Executive Director of Student Services

presented the changes to the board for Procedure 3131P: District Attendance Area Transfers.

STUDENT SERVICES

DISTRICT ATTENDANCE AREA TRANSFERS

A. Residency Requirements

Consistent with Policy 3130, students shall attend the school designated for their respective residential area.

1. Residence Definition

A student's residence shall be defined as stated in WAC 392-137-115, as it now appears or is hereafter amended.

2. Acceptable Documentation for Proof of Residence

The district requires that students or their parent or guardian provide proof of residence. Proof of residence may be verified using any of the following current documents:

- a. Water/Utility bill
- b. Electricity bill
- c. Rent payment receipt, which shows the address for the rented or leased residence
- d. Rental or lease agreement
- e. Declaration signed under the penalty of perjury stating the residence location
- f. Washington State Driver's license
- g. Washington State issued ID
- h. Real estate purchase and sale agreement where the closing date is within 45 days of submission of the agreement to the District
- i. Rental or lease agreement specifying a future date of occupancy within 45 days of submission of the agreement to the District

3. Change of Residence During School Year

A parent or guardian must notify the District, in writing or verbally, within ten (10) school business days whenever the student has a change of residential address.

a. Remaining a Resident of the District

A student who moves out of the resident school's boundary area but remains a resident of the District may continue to be enrolled at such school for the remainder of the current school year provided they submit an In-District Transfer Request Form. The building principal may require the parent or guardian to complete an In-District Transfer Request Form at any time and undergo the formal approval process for the current school year if:

- The student fails to maintain regular attendance;
- ii. The student's disciplinary records indicate a history of convictions for offenses or crimes, violent or disruptive behavior, or gang membership; or
- iii. The student has been expelled or suspended from school for more than ten consecutive days during the last calendar year.

Becoming a Resident of Another District

A student that moves out of the District must comply with Policy 3141 for Choice Transfer Applications for Non-Resident Students. However, a senior may elect to finish the school year without transferring to their resident district, but must declare his or her preference prior to the beginning of the last semester and complete the choice transfer application process in Policy 3141.

4. Students Residing with a Person Other Than a Parent or Guardian

Students living with someone other than their parent or guardian, are required to provide a "Verification and Hold Harmless Agreement" (HHA). The "Verification and Hold Harmless Agreement Form" may be obtained from the school attendance office. A parent or guardian must sign the form before a NOTARY and then return the form to the school attendance office. Additional verification may be required from the person with whom the student resides, e.g., letter describing the living arrangements.

5. Falsification of Address

Falsification of an address, residence or conditions of living arrangements to obtain a school assignment may be cause for the withdrawal of the student at the end of the grading period. Written notice of intent to withdraw the student will be forwarded to the parent or guardian. Such a falsification will also cause forfeiture of any future in-district transfer rights through the highest grade level of that school.

B. In-District Transfer Request

Any parent or guardian who wishes for their student to attend a school other than the school designated for the student's respective residential area may request an in-district transfer. A parent or guardian must complete an In-District Transfer Request Form for each student that is requesting to attend a school other than their resident school. An in-district transfer request is limited to one (1) student for each school year unless otherwise allowed by this Procedure. The Form may only list one requested school. Forms that list more than one requested school will be denied as incomplete. In-District Transfer Request Forms must be signed by the parent or guardian of the student.

Students participating in home-based instruction who wish to be part-time students in a school other than their resident school must submit at In-District Transfer Request Form.

Transfer Request Form.

1/26/16 Bd Packet
In-District Transfer Request Forms are available at each school site as well as at the Wenatchee School District Office. Completed forms need to be submitted to

immediate family, which would be alleviated as a result of the in-district transfer. For purposes of this provision, daycare is not considered a hardship and "immediate family" means the student's parent, stepparent, grandparent, sibling, stepsibling, child, legal guardian, or registered domestic partner of a parent. In addition to the reasons for denial listed in Policy 3131, any In-District Transfer Request Form that is missing information, lists more than one requested school, or contains false information may be deemed incomplete and denied.

2. Current School Year

For In-District Transfer Request Forms received for the current school year, the parent or guardian will be notified in writing of approval, denial or waitlist status no later than twenty (20) school business days after the Form was received by the District.

3. Student's Entering into 1st Grade through 8th Grade

For In-District Transfer Request Forms received during the open enrollment period for students entering grades 1st through 8th the following school year, the parent or guardian will be notified in writing of approval, denial or waitlist status no later than May 15th. If denied, the notice shall state the basis for the denial.

4. Student's Entering into Kindergarten

For In-District Transfer Request Forms received during the open enrollment period for students entering kindergarten the following school year, the parent or guardian will be notified in writing of approval, denial or waitlist status no later than the Friday prior to the start of the school year. If denied, the notice shall state the basis for the denial.

5. In-District Transfer Request Forms Received After Open Enrollment Period

For In-District Transfer Request Forms received after the open enrollment period for the following school year, the parent or guardian will be notified in writing of approval, denial or waitlist status no later than ten (10) business days after the start of the school year. If denied, the notice shall state the basis for the denial.

6. Presumed Denial

If a parent or guardian has not received notification by the dates outlined above, the In-District Transfer Request Form is deemed to have been denied.

7. Service of Notice

Any notice of approval, denial or waitlist status may be personally served or mailed by regular mail. If the notice is mailed, it shall be deemed received by the parent or guardian three (3) school business days after mailing.

E. Waitlist Status

In-District Transfer Request Forms not approved based solely upon no space availability in the grade level, program or class at the site in which the student desired to be enrolled will be placed on a waiting list in the order the In-District Transfer Request Form was received by the District. If more than one In-District Transfer Request Form is received on any given day, the requests shall be placed on the waiting list in alphabetical order for that day.

The District will use its best efforts to review space availability in grade levels, programs or classes on a monthly basis. As space becomes available, the District will review the applicants on the waitlist to determine if approval is warranted. The District will notify waitlist applicants in writing if their In-District Transfer Request Form has been approved. Notice shall be served as outlined in Section D(7) of this Procedure.

Students on the waitlist must enroll or continue enrollment at their residential school until notification of an approval.

F. Homeless Students

For homeless students, the District shall be comply with Policy No. 3115. Homeless students shall have the same availability for in-district transfer requests afforded to students with a residential address.

G. Placement of Student

The decision of where to place a student seeking to enroll at a transfer school rests with the school's principal; provided that Special Education and English Language Learners (ELL) and State Transitional Bilingual Program Students will be assigned to schools according to the placement procedures of special education and the migrant/bilingual programs.

H. Duration of Approval

A parent or guardian that has received prior approval of an In-District Transfer Request Form is not required to submit an In-District Transfer Request Form for each new school year for the transfer school. The in-district transfer shall be effective for whatever length of time as is desired at the approved transfer school, unless otherwise revoked or denied, or the student moves outside of the District.

In-district transfers of elementary school students shall not carry over into middle school. A parent or guardian must submit a new In-District Transfer Request Form for any student entering middle school.

I. Withdraw of In-District Transfer Request

The parent or legal guardian may withdraw the In-District Transfer Request within five (5) school business days following receipt of the notice of approval by presenting a written and signed notice of withdrawal to the Superintendent or designee at the District's Central Business Office. Unless such a notice of withdrawal is received within the five-day period, the approval will be deemed valid and will become effective.

J. Revocation of Approval

Once an in-district transfer request has been approved, the student may be enrolled in the requested school. Approval may be revoked at the end of any grading period if:

- The student fails to maintain regular attendance;
- 2. The student's disciplinary records indicate a history of convictions for offenses or crimes, violent or disruptive behavior, or gang membership; or
- 3. The student has been expelled or suspended from school for more than ten consecutive days after the date of approval;
- 4. The student is not making satisfactory academic progress; or
- 5. There is overcrowding at the grade level in which the student is enrolled.

If approval has been revoked, the student shall enroll at his or her resident school. Any corrective action and/or discipline imposed by the transfer school shall continue at the resident school until such corrective action and/or discipline is completed.

Any notice of revocation shall be done in writing to the parent or guardian and shall state the basis for the revocation. The notice of revocation may be personally served or mailed by regular mail. If the notice of revocation is mailed, it shall be deemed received by the parent or guardian three (3) school business days after mailing.

K. Appeal of Denial or Revocation

If an in-district transfer request has been denied or revoked, the parent or guardian may request the Superintendent or designee for an appeal of the denial or revocation. The request for an appeal may be in writing or verbally and must be received at the District's Central Business Office within five (5) school business days from the day on which the notice of denial or revocation was received by the parent or guardian. If a request for an appeal is not timely made, the right to an appeal is waived.

For the appeal, the Superintendent or designee will review the In-District Transfer Request Form, any documents of the District, and any documents submitted by the parent or guardian. The Superintendent or designee will issue a written decision within ten (10) school business days after receiving the request for an appeal. The decision may be personally served or mailed by regular mail. If the decision is mailed, it shall be deemed received by the parent or guardian three (3) school business days after mailing. The decision of the Superintendent or designee is final and may not be appealed.

During any appeal period, the student shall enroll at his or her resident school.

J. Inter-District On-line Choice Agreements

The following governs when a student remains as a resident and student of the Wenatchee School District and seeks partial enrollment in another district's online learning program.

- 1. The Wenatchee School District is under no legal obligation to provide shared FTE with another district or program.
- Total enrollment in grades K-12 for each student must not exceed 1.0 FTE.
- 3. The "WSD Inter-District On-line Choice Agreement Form" (Form 3131 IA) must be completed and approved prior to partial enrollment in another district's online learning program.
- 4. The inter-district agreement must specify the maximum amount of FTE each district or program is allowed to claim for the student.
- 5. When sharing enrollment combined with another district or program, the Wenatchee School District's FTF will be claimed prior to any shared FTE.

Mr. Helm walked the board through the process if a parent should apply for Choice. He highlighted all the changes in the procedure so the board could more easily identify how the process is evolving. Mr. Helm is reorganizing the whole process to make a smoother transition for families and principals. After a question and answer period the board thanked Mr. Helm for all his hard work in making the process more efficient. This is an information item.

X. Communications

- Jennifer Talbot reminded the board members that she would be attending the WASA/WSSDA Legislative Conference at the end of the month. She asked them to give her any questions or suggestions that they would like her to ask or discuss with the legislators.
- Jennifer Talbot read the following statement:

 When I reflect on my first two years as a board member, I am so pleased to be part of this team. Each of us brings our skills as talented and thoughtful leaders to the table. Our success and experience in our career and community endeavors are assets to the Wenatchee School District.

A strong board and superintendent team benefits the students, parents and staff that we serve. As our board continues to provide leadership and direction within our school district and community, I would like to continue to solidify, expand, and assess our Wenatchee Learns strategic focus, and be prepared as a unified team to gain community support for future bond and levies.

With two fairly new board members along with veteran board members, I would like the board to consider utilizing our state association, WSSDA, to assist us in our own professional development as a school board. WSSDA can provide training on school board governance, leadership and team building. I believe that continuing to improve our own leadership and teamwork skills will help us to get to know each other better, understand our common values, allow veteran board members to share their insights, and deepen our level of respect and responsibility for each other as colleagues.

 Ms. Talbot asked the board to let her or Mr. Flones know if they are interested in setting up a WSSDA workshop.

XI. Superintendent's Report

- Superintendent Flones asked the board to move the Mid-Year Review
 workshop from February 19th to March 18th. It will give more time to get
 the information in order to see what the direction the state budget will
 most likely be going. The meeting will be at the CTC building.
- Mr. Flones also asked the board if we could keep the February 19th date for his performance review. It would be from 8am 11am at the district office.

XII. Meeting Adjourned

EXECUTIVE SESSION: Open meeting adjourned into the executive session at 6:40 p.m. and the Board President, Jennifer Talbot, read the following statement:

In accordance with board policy 1410 and RCW 42.30.110 Section A: To discuss with legal counsel consideration of selection of a site or the acquisition of real estate by lease or purchase. The meeting is expected to last 45 minutes. The school board will not be taking any action.

OPEN SESSION: The meeting was reconvened in open session – 7:25 p.m.

MEETING ADJOURNED: President Talbot adjourned the meeting at 7:25 p.m.

WENATCHEE SCHOOL DISTRICT NO. 246 January 26, 2016

TO: **BOARD OF EDUCATION**

FROM: Brian L. Flones, Superintendent

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

SUBJECT: PERSONNEL REPORT

APPOINTMENTS

We ask the Board to appoint:

Classified:

- Katie Anderson: School-to-work Liaison/Assist. Secretary for 4.8 hrs/day at WHS, effective January 19, 2016;
- Antonette Blythe: Bus Para for 1.5 hrs/day at Trans, effective January 5, 2016
- Mishel Feerer: Reading Para for 6 hrs/day at LNC, effective January 14, 2016;
- Chloe Gill: ASP Staff/Tutor at PIO, effective January 4, 2016 through August 30, 2016;
- Galen Guthrie: ELL Para for 6 hrs/day at WSHS, effective January 4, 2016:
- Miesha Havens: ASP Staff/Tutor at L&C, effective January 4, 2016 through August 30, 2016;
- Angelica Lopez: Reading Para for 6 hrs/day at COL, effective January 19, 2016;
- Adrianna Simmons: ASP Staff/Tutor at L&C, effective January 4, 2016 through August 30, 2016;

Certificated:

- Laura Kyle: 0.32 FTE Non-Continuing PE Specialist at LNC, effective January 14, 2016;
- Annette Mueller: 0.5 FTE ESL Intervention Specialist at WA, effective January 4, 2016;

CHANGE OF STATUS

Classified:

- Craig Franklin: Change from Para for 6 hrs/day at COL to add ASP Activity Instructor, effective January 12, 2016 through August 29, 2016;
- Brittany Fuller: Change from Sped Para for 5.04 hrs/day to 6 hrs/day at WA, effective January 5, 2016;
- Tina Herron: Change from TSS 1 for 199 days/yr to 220 days/yr at Special Programs, effective September 1, 2015;

- Rodger Hickok: Change from Sped Para for 6 hrs/day at WHS to LNC, effective January 13, 2016 through June 10, 2016;
- Lacy Hood: Change from Deaf Ed Interpreter for 6 hrs/day at PIO to WHS, effective September 2, 2015;
- Guadalupe Landon: Change from Deaf Ed Interpreter for 6 hrs/day at WHS to PIO, effective September 2, 2015;
- Steve Sands: Change from Bus Driver for 3 hrs/day to 4 hrs/day, effective January 4, 2016;
- Corina Scroggie: Change from Sped Para for 6 hrs/day at COL to COL/WA, effective January 5, 2016;
- Linda Smith: Change from Bus Driver for 4 hrs/day to 4.25 hrs/day, effective January 5, 2016;
- Samantha Torres: Change from ASP Staff/Tutor to add Afterschool Program/Activity Instructor/AVID Tutor, effective January 15, 2016 through August 30, 2016;
- Elese Turner: Change from Childcare Assistant for 3.25 hrs/day at SS to add Sped Para for 3.5 hrs/day at PIO, effective January 13, 2016;
- Laura Turner: Change from ASP Activity Instructor to add Sped Para for 6 hrs/day at PIO, effective January 19, 2016;

Certificated:

• Ryan Weaver: Change from 1.0 FTE 2nd Grade Teacher to add ASP Activity Instructor at COL, effective December 10, 2015 through June 30, 2016;

LEAVE OF ABSENCE

The following employees have requested a Leave of Absence:

Classified:

- Laura Diaz: Leave as Elementary Secretary for 5 hrs/day at L&C, effective December 21, 2016 through February 8, 2016;
- Melissa Hernandez: Leave as Wenatchee Learns Parent Coordinator for 4 hrs/day at DO, effective January 4, 2016 through January 29, 2016:
- Ada Hutchinsen: Leave as Satellite Production for 8 hrs/day at FMS, effective January 13, 2016 through February 5, 2016;
- Michelle Mahoney-Holland: Intermittent Leave as Secretary Receptionist for 8 hrs/day at WHS, effective December 3, 2015 through June 10, 2016;
- Beau Sadler: Leave as Utility Custodian for 8 hrs/day at SS, effective January 7, 2016 through January 29, 2016;
- Julie Thompson: Leave as Para/Food Service for 4.75 hrs/day at WA, effective January 5, 2016 through January 22, 2016;

Certificated"

- Sarah Brown: Leave as 0.5 FTE 3rd Grade Teacher at MV, effective February 1, 2016 through June 10, 2016;
- Jacob Carvitto: Leave as 1.0 FTE 7th Grade Science Teacher at FMS, effective February 17, 2016 through May 18, 2016;

- Cynthia Hendrickson: Leave as 1.0 FTE 2nd Grade Teacher at NBY, effective November 25, 2015 through December 18, 2016;
- Tim Lynch: Leave as 1.0 FTE History/English/PE Teacher at WSHS, effective December 7, 2015 through December 18, 2015;
- Donna Payne: Leave as 1.0 FTE Parent Consultant/K-8 Science Teacher at VAL, effective January 6, 2016 through February 3, 2016;
- Candy Smith: Leave as 1.0 FTE Kindergarten Teacher at LNC, effective February 1, 2016 through March 31, 2016;
- David Vasquez: Leave as 1.0 FTE English/AVID Teacher at WHS, effective January 14, 2016 through January 29, 2016;

RETURN FROM LEAVE OF ABSENCE

Classified:

- Laura Diaz: Return as Elementary Secretary for 5 hrs/day at L&C, effective February 9, 2016;
- Rodger Hickok: Return as Sped Para for 6 hrs/day at LNC, effective January 13, 2016;
- Laurie Hunter: Return as Web Design for 8 hrs/day at Tech, effective January 11, 2016;
- Beau Sadler: Return as Utility Custodian for 8 hrs/day at SS, effective January 29, 2016;
- Samantha Schock: Return as Lifeguard Para for 3.75 hrs/day at WHS, effective January 5, 2016

Certificated:

- Maria Gonzalez: Return as 1.0 FTE 1st Grade Teacher at L&C, effective January 4, 2016;
- Cynthia Hendrickson: Return as 1.0 FTE 2nd Grade Teacher at NBY, effective January 4, 2016;
- Tim Lynch: Return as 1.0 FTE History/English/PE Teacher at WSHS, effective January 4, 2016;
- Crystal Sandberg: Return as 0.32 FTE Music Teacher at WA, effective January 4, 2016;
- Kevin Skalisky: Return as 1.0 FTE Social Studies Teacher at WSHS, effective January 19, 2016;

RESIGNATION

Classified:

• Joanne Sherwood: Resign as Lead Server for 4.25 hrs/day at L&C, effective January 29, 2016;

RETIREMENT

Certificated:

• Teresa Anderberg: Retire as 1.0 FTE Science Teacher at OMS, effective June 30, 2016;

- Linda Dimmitt: Retire as 0.5 FTE Nurse at DO, effective August 31, 2016;
- Nancy Duffey: Retire as 1.0 FTE Director of State and Federal Programs at DO, effective June 30, 2016;
- Cynthia Hendrickson: Retire as 1.0 FTE 2nd Grade Teacher at NBY, effective August 31, 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:

Washington Elementary

Annette Muller Migrant/Biling/ Facilitator

Foothills Middle School

Monique Force LIT Rep

Kathy Milanuk 6th Grade Girls Basketball

Orchard Middle School

Paul Jagla Assist. Wrestling Coach Luis Perez Head Wrestling Coach

Pioneer Middle School

Cindy Murie Assist. Girls Basketball

Wenatchee High School

Roxanne Collins Clinical Supervisor
Delta Cope Clinical Supervisor

Jan. 27, 2016



Approval of vouchers and warrants

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

General Fund

Check numbers 581274 through 581475 totaling \$453,722.74

Capital Projects Fund

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

Associated Student Body Fund

Check number 581489 through 581531 totaling \$55,340.33

Transportation Vehicle Fund

Check numbers through totaling \$

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

Certification:

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

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

As of January 26, 2016, the board, by a ______ vote, approves payments, totaling \$4,617,072.70. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS: Warrant Numbers 581274 through 581531, totaling \$4,617,072.70

Secretary	Во	oard Member	
Board Member Bo		oard Member	
Board Memi	ber Bo	oard Member	
Check Nbr	Vendor Name 4 WALL ENTERTAINMENT A & A MOTORCOACH ACADEMIC TOOL BOX AMER TIME & SIGNAL AMERICAN PRODUCE EXPRESS, LLC AMERICAN ACRYLICS USA LLC AMERIGAS APPLE COMPUTER INC APPLETON, THEA CHRISTINE ART WITH HEART AVANT ASSESSMENT, LLC AW REHN & ASSOC INC BAKKE, DEANNA M BARNHART, VICKI L BIRKS, RAY R BOUND TO STAY BOUND BRYSON SALES & SERVICE BURROWS TRACTOR INC CAMPBELL, MARILEE CAMPBELL, TIMOTHY J CARLSON, DAVID A CARLSON, REED A CAROLINA BIOLOGICAL SUPPLY CASCADE QUALITY WATER CENTER CASCADE COLUMBIA FISH ENH GRP CASHMERE VALLEY BANK CERTIFIED LABORATORIES CHELAN CO BASKETBALL OFFICIALS CHINOOK MUSIC SERVICE INC CINTAS CORPORATION CITY OF WENATCHEE CLARIUS LANGUAGES CLM GROUP INC	Check Date	Check Amount
581274	4 WALL ENTERTAINMENT	01/27/2016	1,513.00
581275	A & A MOTORCOACH	01/27/2016	7,088.42
581276	ACADEMIC TOOL BOX	01/27/2016	203.60
581277	AMER TIME & SIGNAL	01/27/2016	480.06
581278	AMERICAN PRODUCE EXPRESS. LLC	01/27/2016	1.921.30
581279	AMERICAN ACRYLICS USA LLC	01/27/2016	371.20
581280	AMERIGAS	01/27/2016	1,660,16
581281	APPLE COMPUTER INC	01/27/2016	1,410,94
581282	APPLETON, THEA CHRISTINE	01/27/2016	20.82
581283	ART WITH HEART	01/27/2016	162.60
581284	AVANT ASSESSMENT, LLC	01/27/2016	245.00
581285	AW REHN & ASSOC INC	01/27/2016	347.00
581286	BAKKE, DEANNA M	01/27/2016	21.93
581287	BARNHART, VICKI L	01/27/2016	11.79
581288	BIRKS, RAY R	01/27/2016	46.11
581289	BOUND TO STAY BOUND	01/27/2016	161.26
581290	BRYSON SALES & SERVICE	01/27/2016	627.06
581291	BURROWS TRACTOR INC	01/27/2016	94.10
581292	CAMPBELL, MARILEE	01/27/2016	149.83
581293	CAMPBELL, TIMOTHY J	01/27/2016	70.20
581294	CARLSON, DAVID A	01/27/2016	388.55
581295	CARLSON, REED A	01/27/2016	498.80
581296	CAROLINA BIOLOGICAL SUPPLY	01/27/2016	304.24
581297	CASCADE QUALITY WATER CENTER	01/27/2016	314.52
581298	CASCADE COLUMBIA FISH ENH GRP	01/27/2016	526.30
581299	CASHMERE VALLEY BANK	01/27/2016	486.20
581300	CERTIFIED LABORATORIES	01/27/2016	1,629.41
581301	CHELAN CO BASKETBALL OFFICIALS	01/27/2016	4,202.05
581302	CHINOOK MUSIC SERVICE INC	01/27/2016	195.08
581303	CINTAS CORPORATION	01/27/2016	1,118.36
581304	CITY OF WENATCHEE	01/27/2016	50.00
581305	CLARIUS LANGUAGES	01/27/2016	885.00
581306	CLM GROUP INC	01/27/2016	12,715.00

Check Nbr	CLOUDVIEW ECO FARM COLUMBIA PAINT CO COLUMBIA VALLEY COMMUNITY HEAL COLUMBIA DISTRIBUTING COMMERCIAL PRINTING INC COMMERCIAL TIRE CONSOLIDATED ELECTRICAL DISTRI COSTCO MEMBERSHIP CTS CASH OFFICE CUMMINS INC DANAHEY FEIL, ANDREA E DANIELSEN, PAULA DAY WIRELESS DELL COMPUTER CORP DEVEREAUX, PATRICIA L DICKS TIRE & AUTO SERVICE DIERINGER, SALLY KAY DOH ASSOCIATES PS DON SANGSTER MOTORS INC EASTERN CASCADE DISTRIBUTING EQUIPMENT MANUFACTURING CO ERICKSON, DEANNE M ESD 123 FACEING MATH FASTENERS INC FERGUSON ENTERPRISES INC #3202 FLINN SCIENTIFIC INC FLYNN, KAREN S FOOD SERVICE OF AMERICA FORUM FOR YOUTH INVESTMENT FRANZ FAMILY BAKERIES FRED MEYER CUSTOMER CHARGES GALAXY COMICS GALE, SEAN E GEBBERS CATTLE, LTD. GO USA GONZAGA UNIVERSITY	Check Date	Check Amount
581307	CLOUDVIEW ECO FARM	01/27/2016	501 60
581308	COLUMBIA PAINT CO	01/27/2016	423.00
581309	COLUMBIA VALLEY COMMUNITY HEAL	01/27/2016	300.00
581310	COLUMBIA DISTRIBUTING	01/27/2016	112.50
581311	COMMERCIAL PRINTING INC	01/27/2016	103.11
581312	COMMERCIAL TIRE	01/27/2016	4.433.57
581313	CONSOLIDATED ELECTRICAL DISTRI	01/27/2016	332.38
581314	COSTCO MEMBERSHIP	01/27/2016	165.00
581315	CTS CASH OFFICE	01/27/2016	4.528.53
581316	CUMMINS INC	01/27/2016	1.443.06
581317	DANAHEY FEIL, ANDREA E	01/27/2016	2.65
581318	DANTELSEN. PAULA	01/27/2016	18.12
581319	DAY WIRELESS	01/27/2016	217.89
581320	DELL COMPUTER CORP	01/27/2016	2.226.15
581321	DEVEREAUX. PATRICIA L	01/27/2016	26.97
581322	DICKS TIRE & AUTO SERVICE	01/27/2016	56.21
581323	DIERINGER. SALLY KAY	01/27/2016	71.11
581324	DOH ASSOCIATES PS	01/27/2016	207.50
581325	DON SANGSTER MOTORS INC	01/27/2016	29.04
581326	EASTERN CASCADE DISTRIBUTING	01/27/2016	31.25
581327	EQUIPMENT MANUFACTURING CO	01/27/2016	47.46
581328	ERICKSON, DEANNE M	01/27/2016	17.91
581329	ESD 123	01/27/2016	1.075.00
581330	FACEING MATH	01/27/2016	330.00
581331	FASTENERS INC	01/27/2016	202.85
581332	FERGUSON ENTERPRISES INC #3202	01/27/2016	3.25
581333	FLINN SCIENTIFIC INC	01/27/2016	63.75
581334	FLYNN, KAREN S	01/27/2016	39.57
581335	FOOD SERVICE OF AMERICA	01/27/2016	27,383.03
581336	FORUM FOR YOUTH INVESTMENT	01/27/2016	2,690.00
581337	FRANZ FAMILY BAKERIES	01/27/2016	469.15
581338	FRED MEYER CUSTOMER CHARGES	01/27/2016	64.52
581339	GALAXY COMICS	01/27/2016	27.02
581340	GALE, SEAN E	01/27/2016	162.50
581341	GEBBERS CATTLE, LTD.	01/27/2016	332.10
581342	GO USA	01/27/2016	571.99
581343	GONZAGA UNIVERSITY	01/27/2016	598.94
581344	GRADUATION ALLIANCE INC	01/27/2016	7,840.00
581345	GRIFFIN-BUGERT, CAROLYN GAIL	01/27/2016	38.26
581346	HAYS, LARA GWEN	01/27/2016	19.15
581347	HEATH, MELINDA L HELFRICH, JOHN	01/27/2016	3.51
581348	HELFRICH, JOHN	01/27/2016	25.59
581349	HENDERSON, MAIJA B	01/27/2016	20.18
581350	HERITAGE FOOD SERVICE GROUP	01/27/2016	403.45
581351	HOLLYWOOD LIGHTS, INC.	01/27/2016 01/27/2016	90.25
	HOLMER, JAN E	01/27/2016	17.48
	HOME DEPOT	01/27/2016	607.48
		01/27/2016	7.77
	ICICLE BROADCASTING INC		650.00
581356	INGRAM, CATHERINE L	01/27/2016	225.00

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Check Nbr	Vendor Name INLAND PIPE AND SUPPLY ISOKINETICS INC J & G DISTRIBUTING INC JACKSON, GIOCONDA JCD REPAIR LLC JERRYS AUTO SUPPLY JOHNSON GAUKROGER SMITH & JOSEPH GRIMES PHOTOGRAPHY JOYA, RUDY KELLER SUPPLY COMPANY KENNELLY KEYS MUSIC KEYHOLE INC KIMMEL ATHLETIC SUPPLY KNELL, MOLLY R LINDELL, MICHELLE LIQUIDS POWDERS & MACHINES LITTRELL, SHERRI LYNN LOCAL TEL COMMUNICATIONS LOWES HOME IMPROVEMENT MADLAND, MARY MAILFINANCE, INC MCCONKEY COMPANY MIKES PIANO TUNING MILLIETTE, JUDY CUTLER MOODY, EDEN C MOUNTAIN HOME BIOLOGICAL MULLENDORE, GINA L NEELY, DEBORAH J NEOFUNDS BY NEOPOST NOR-PAC SYSTEMS NORCO INC NORTH CENTRAL ESD NSBA NW VITAL RECORDS CTR INC O'REILLY AUTOMOTIVE STORES OFFICE DEPOT	Check Date	Check Amount
581357	INLAND PIPE AND SUPPLY	01/27/2016	379.26
581358	ISOKINETICS INC	01/27/2016	160.91
581359	J & G DISTRIBUTING INC	01/27/2016	7,344.47
581360	JACKSON, GIOCONDA	01/27/2016	27.08
581361	JCD REPAIR LLC	01/27/2016	710.20
581362	JERRYS AUTO SUPPLY	01/27/2016	4.78
581363	JOHNSON GAUKROGER SMITH &	01/27/2016	12,000.00
581364	JOSEPH GRIMES PHOTOGRAPHY	01/27/2016	50.00
581365	JOYA, RUDY	01/27/2016	900.00
581366	KELLER SUPPLY COMPANY	01/27/2016	620.77
581367	KENNELLY KEYS MUSIC	01/27/2016	48.78
581368	KEYHOLE INC	01/27/2016	177.18
581369	KIMMEL ATHLETIC SUPPLY	01/27/2016	321.95
581370	KNELL, MOLLY R	01/27/2016	171.00
581371	LINDELL, MICHELLE	01/27/2016	29.98
581372	LIOUIDS POWDERS & MACHINES	01/27/2016	161 58
581373	LITTRELL SHERRI LYNN	01/27/2016	43 62
581374	LOCAL TEL COMMINICATIONS	01/27/2016	12 859 12
581375	LOWER HOME IMPROVEMENT	01/27/2016	500 03
581376	MADIAND MARY	01/27/2010	208 33
591377	MATIETMANCE THE	01/27/2010	1 207 12
501377	MCCONVEY COMPANY	01/27/2016	1,307.12
501370	MIVEC DIANO MININO	01/27/2016	101.70
501373	MILLIEUME TIDY CUMIED	01/27/2016	200.00
501300	MOODY EDEN C	01/27/2016	27.60
201301	MOUDINATIN HOME BIOLOGICAL	01/27/2016	8.9/
501304	MUUNTAIN HOME BIOLOGICAL	01/27/2016	033.4/
201201	MULLENDORE, GINA L	01/2//2016	12.17
201205	NEELY, DEBUKAH J	01/2//2016	3.28
281382	NEOFUNDS BY NEOFUST	01/2//2016	1,000.00
281386	NOR-PAC SYSTEMS	01/2//2016	899.14
581387	NORCO INC	01/27/2016	192.27
581388	NORTH CENTRAL ESD	01/27/2016	33,268.35
581389	NSBA	01/27/2016	1,185.00
581390	NW VITAL RECORDS CTR INC	01/27/2016	140.00
581391	O'REILLY AUTOMOTIVE STORES	01/27/2016	695.54
	OHANA OCCUPATIONAL THERAPY	01/27/2016	1,699.00
	OLIVAS, JERRY	01/27/2016	1,050.00
	OSPI CHILD NUTRITION SERV	01/27/2016	14,431.02
	OTHER WORLD COMPUTING INC	01/27/2016	522.00
581397		01/27/2016	316.18
	PACIFIC SECURITY	01/27/2016	4,615.00
	PARSONS, TOVAH	01/27/2016	112.29
	PC & MACEXCHANGE	01/27/2016	7,410.60
	PIO IMPREST FUND	01/27/2016	171.83
	PIO PETTY CASH	01/27/2016	8.12
	PIZZA HUT	01/27/2016	87.80
	PLATT ELECTRICAL SUPPLY	01/27/2016	935.88
	POTTER, AMBERLY K	01/27/2016	137.50
581406	PUD NO 1 OF CHELAN COUNTY	01/27/2016	63,347.06

Check Nbr	Vendor Name	Check Date	Check Amount
	PUGET SOUND HARDWARE, INC. QMS R E WHITTAKER COMPANY REALLY GOOD STUFF RELIANCE COMMUNICATIONS, LLC RICHLAND SCHOOL DISTRICT RICHMOND, ADAM E RICOH USA, INC. RICOH USA, INC ROSS, MICHELLE K SAFEWAY INC SAUCEDA, JESSICA W SAXTON BRADLEY SCHOOL NUTRITION ASSOC SHEPPARD, TIMOTHY H SHIPOWICK, APRIL S SHORT, CHERYL SIX ROBBLEES INC SKILLS USA CENTRAL REGION SKILLSOURCE SOUND SUPPORT ST OF WA DEPT OF REVENUE STANDARD PAINT STANS MERRY MART STAR RENTALS INC STERICYCLE COMM SOLUTIONS STOLLER, HEIDI STONEWAY ELECTRIC STUMPF FARMS INC. SUPPLYWORKS TECHNOLOGY EXPRESS THE DON'T WAIT PROJECT THRIFTY SUPPLY CO THYSSENKRUPP ELEVATOR INC TOBII DYNAVOX LLC TOGETHER FOR DRUG FREE YOUTH		
581407	PUGET SOUND HARDWARE, INC.	01/27/2016	398.10
581408	QMS	01/27/2016	590.37
581409	R E WHITTAKER COMPANY	01/27/2016	431.00
581410	REALLY GOOD STUFF	01/27/2016	126.20
581411	RELIANCE COMMUNICATIONS, LLC	01/27/2016	4,173.40
581412	RICHLAND SCHOOL DISTRICT	01/27/2016	818.49
581413	RICHMOND, ADAM E	01/27/2016	58.19
581414	RICOH USA, INC.	01/27/2016	2,036.50
581415	RICOH USA, INC	01/27/2016	2,572.46
581416	ROSS, MICHELLE K	01/27/2016	6.04
581417	SAFEWAY INC	01/27/2016	826.89
581418	SAUCEDA, JESSICA W	01/27/2016	2.76
581419	SAXTON BRADLEY	01/27/2016	456.60
581420	SCHOOL NUTRITION ASSOC	01/27/2016	114.50
581421	SHEPPARD, TIMOTHY H	01/27/2016	222.18
581422	SHIPOWICK, APRIL S	01/27/2016	208.33
581423	SHORT, CHERYL	01/27/2016	208.33
581424	SIX ROBBLEES INC	01/27/2016	1,129.79
581425	SKILLS USA CENTRAL REGION	01/27/2016	255.00
581426	SKILLSOURCE	01/27/2016	50,337.74
581427	SOUND SUPPORT	01/27/2016	810.00
581428	ST OF WA DEPT OF REVENUE	01/27/2016	2,220.09
581429	STANDARD PAINT	01/27/2016	19.07
581430	STANS MERRY MART	01/27/2016	527.85
581431	STAR RENTALS INC	01/27/2016	574.52
581432	STERICYCLE COMM SOLUTIONS	01/27/2016	84.20
581433	STOLLER, HEIDI	01/27/2016	33.24
581434	STONEWAY ELECTRIC	01/27/2016	9,082.12
581435	STUMPF FARMS INC.	01/27/2016	1,163.78
581436	SUPPLYWORKS	01/27/2016	1,195.22
581437	TECHNOLOGY EXPRESS	01/27/2016	701.31
581438	THE DON'T WAIT PROJECT	01/27/2016	3,859.56
581439	THRIFTY SUPPLY CO	01/27/2016	346.63
581440	THYSSENKRUPP ELEVATOR INC	01/27/2016	1,393.62
581441	TOBII DYNAVOX LLC	01/27/2016	43.36
581442	TOGETHER FOR DRUG FREE YOUTH	01/27/2016	10,000.00
581443	TROXELL COMMUNICATIONS	01/27/2016	13,018.62
	UNITED NATURAL FOODS INC	01/27/2016	529.43
	UNIV OF WA AUTISM CENTER	01/27/2016	2,775.00
	UNIVERSITY OF OREGON	01/27/2016	75.00
581447		01/27/2016	229.44
	US BANK CORPORATE PAYMENT SYST		23,304.85
	US LINEN & UNIFORM INC	01/27/2016	1,459.38
	USA FOOTBALL INC	01/27/2016	360.00
581451		01/27/2016	125.00
581452		01/27/2016	790.00
	WASTE MANAGEMENT	01/27/2016	2,337.33
	WAXIE SANITARY SUPPLY	01/27/2016	292.14
	WEINSTEIN BEVERAGE CO	01/27/2016	2,103.50
581456	WEN PETROLEUM CO	01/27/2016	2,827.93

Che	eck Nbr	Vendor Name	Check Date	Check Amount 549.48 560.76 210.00 10,000.00 933.65 160.00 200.54 51.02 1,842.80 225.00 85.72 1,072.66 54.17 83.59 1,000.00 42.52 12,860.14 175.00 138.67 64.93 84,749.50 3,328.55 1,116.00 233.06 26,708.37 2,215,310.56 30.00 78.04 107,465.99 2,163.06 1,666,622.90 1,865.00 538.19
	581457	WEN SAND & GRAVEL	01/27/2016	549.48
	581458	WEN SMART CHOICE P S TIRE FACT	01/27/2016	560.76
		WEN VALLEY CHAMBER OF COMMERCE	01/27/2016	210.00
	581460	WEN VALLEY MUSEUM & CULTURAL C	01/27/2016	10,000.00
	581461	WEN VALLEY MOSEUM & CULTURAL C WEN VALLEY HOSPITAL WERA	01/27/2016	933.65
			01/27/2016	160.00
	581463	WESCO PAINT & EQUIPMENT SUPPLY	01/27/2016	200.54
	581464		01/27/2016	51.02
	581465	WHEELS PLUS	01/27/2016	1,842.80
	581466	WHITE, CHRISTINA J	01/27/2016	225.00
	581467	WHITE, KIMBERLY J	01/27/2016	85.72
	581468	WHS ASB	01/27/2016	1,072.66
	581469	WOOLSEY, JON MARK WORKLAND AUTO PARTS	01/27/2016	54.17
	581470	WORKLAND AUTO PARTS	01/27/2016	83.59
	581471	WSD	01/27/2016	1,000.00
	581472	WSD ADMIN IMPREST	01/27/2016	800.00
	581473	WVTSC PETTY CASH	01/27/2016	42.52
N	581474	XPEDX	01/27/2016	12,860.14
	<u>5814</u> 75	YAKSUM ORCHARD	01/27/2016	175.00
	581476	ARC LLC	01/27/2016	138.67
	581477	CASCADE QUALITY WATER CENTER	01/27/2016	64.93
	581478	FORTE ARCHITECTS INC	01/27/2016	84,749.50
ND	581479	FULCRUM ENV. CONSULT, INC	01/27/2016	3,328.55
K)	581480	GRACE LUTHERAN CHURCH	01/27/2016	1,116.00
	581481	FURTE ARCHITECTS INC FULCRUM ENV. CONSULT, INC GRACE LUTHERAN CHURCH INSTA STOR INC KING COUNTY DIRECTORS ASSN LYDIG CONSTRUCTION INC PACIFIC SECURITY PARSONS PHOTOGRAPHY TCF ARCHITECTURE PLLC US BANK CORPORATE PAYMENT SYST	01/27/2016	233.06
	581482	KING COUNTY DIRECTORS ASSN	01/27/2016	26,708.37
	581483	LYDIG CONSTRUCTION INC	01/27/2016	2,215,310.56
	581484	PACIFIC SECURITY	01/27/2016	30.00
	581485	PARSONS PHOTOGRAPHY	01/27/2016	78.04
	581486	TCF ARCHITECTURE PLLC	01/27/2016	107,465.99
	201401	OD DAM COMIONATE PAINEM SIST	01/27/2016	2,163.06
		WLK JOINT VENTURE AREA 10 DECA CAFFE D'ARTE	01/27/2016	1,666,622.90
12	581489	AREA 10 DECA CAFFE D'ARTE	01/27/2016	1,865.00
51		CAFFE D'ARTE	01/2:/2010	330.13
-		CASHMERE VALLEY BANK/FNDRSR	01/27/2016	170.31
		CHELAN DOUGLAS HEALTH DIST	01/27/2016	47.00
			01/27/2016	92.79
		CORNWALL, LAURA K	01/27/2016	81.30
		CUSTOM INK LLC	01/27/2016	1,046.26
		EASTBAY INC	01/27/2016	2,793.49
			01/27/2016	250.00
			01/27/2016	5,381.00
		FMS ASB IMPREST	01/27/2016	13.00
		GO USA	01/27/2016	411.95
		GPA EMBROIDERY INC	01/27/2016	232.52
		GREAT AMERICAN OPPORTUNITIES I		11,714.17
	201203	GTM SPORTSWEAR	01/27/2016	86.72
	201204		01/27/2016	1,996.62
		HORTICULTURAL SERVICES INC		585.96
	ЭФТЭПР	ICICLE RIVER COMPANY	01/27/2016	999.66

Check Nbr	Vendor Name	Check Date	Check Amount
581507 581508 581509 581510 581511 581512 581513 581514 581515 581515 581517 581518 581519 581520 581521 581522 581523 581524 581525 581526 581527	KENNEWICK HIGH SCHOOL ATHLETIC LA QUINTA INNS LESLIES BEST INC LINK TRANSPORTATION LOWES HOME IMPROVEMENT MIDWEST IMPRESSIONS INC NC REGION FBLA OFFICE DEPOT OMNI CHEER PARSONS PHOTOGRAPHY R & S VENDING ROSA, HEATHER LYNN SADLER, KATHY J SAFEWAY INC SHIRTS & STUFF SKILLS USA INC SKILLS USA INC SKILLS USA CENTRAL REGION SUPLAY PRODUCTS US BANK CORPORATE PAYMENT SYST WAHSET DISTRICT 1 WEINSTEIN BEVERAGE CO WMEA ALL-STATE WORLDSTRIDES	01/27/2016 01/27/2016	150.00 259.89 84.95 85.00 63.06 670.50 640.00 114.28 1,068.08 131.50 435.03 181.15 103.93 112.00 1,075.34 16.00 128.35 1,306.68 4,788.63 3,875.00 158.14 315.00 10,125.00 646.88
201331	258 Computer Check(s) For	01/27/2016 a Total of	500.00

3apckp07.p	WENATCHEE SCHOOL DISTRICT	9:57 AM	01/20/16
05.15.10.00.00-010020	Check Summary	PAGE:	7

	Wire Transfer ACH Computer	Checks For Checks For Checks For	a Total of a Total of	0.00 0.00 0.00 4,617,072.70
Total For 258	Manual, Wire 5	Fran, ACH &	Computer Checks	4,617,072.70
Less 0	Voided	Checks For	a Total of	0.00
		Net Amount		4,617,072.70

FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-1,457.85	300.00	454,880.59	453,722.74
20	Capital Projects	-157.83	0.00	4,108,167.46	4,108,009.63
40	Associated Stude	-888.94	0.00	56,229.27	55,340.33



January 26, 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 Flones, Les Vandervort, or the School Board.*

Date	New <u>or</u> Renewal <u>or</u> Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
01/12/16	Renewal	No	Jostens	Yearbook Production	? Budget Code 521-4450	2016-2017 School Year	Kory Kalahar	Yes	Yes
01/05/16	New	No	R & H Theatrical	2016 High School Musical	\$6,034 Budget Code 402-4467	12/1/2016	Dawn McCormick - Ricardo Inigue	Yes	Yes
01/05/16	New	No	Developing Minds	Consultant Services for 1 day workshop	\$8,000 Budget Code 5812-31-7000-000	8/25/2016	Jodi Smith	Yes	Yes
1/1316	Renewal	No	Skillsource	Open Doors Scope of Work	Flow Thru 80% Budget Code 0900-27-7096-000	1/1/16 - 8/31/16	Denise Watson	Yes	Yes
01/15/16	New	Yes	The Gordon Group	Required External Evaluation of 21st Century - Cohort 12	\$4,000 Budget Code 5205-27-7000-000	2015-2016 School Year	Carolyn Griffin-Bugert / Nancy Duffey	Yes	Yes
01/15/16	Renewal	Yes	The Gordon Group	Required External Evaluation of 21st Century - Cohort 10	\$8,000 Budget Code 5206-27-7000-000	2015-2016 School Year	Carolyn Griffin-Bugert / Nancy Duffey	Yes	Yes
01/15/16	New	No	KWLN - La Nueva Radio Station	Broadcasting	\$2,200 Budget Code	Jan - June 2016	Melissa Hernandez / Mark Helm	Yes	Yes
01/15/16	New	No	Honeywell International Inc.	Fire Alarm System Training	? Budget Code 9779-72-7007-000	Upon Signature	David Yancey	Yes	Yes
					Budget Code				



Contract Coversheet (Non-Federal) Request Board Approval

Please submit this form with your <u>unsigned</u> 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 <u>or</u> Renewal <u>or</u> Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	Denulmed?	Attorney Review Required?
01/13/16	Renewal	SkillSource	Open Doors Scope of Work Contract	Flow Thru 80% Budget Code 0300-27-7098-000	1/1/16 - 8/31/16	Denise Watson I have read this contract and recommend it for board approval. Initial -13-14 Date	Veb	Yes	This is decided at the district office.

		0300-27-7098-000		tnitial /-13-14 Date		decided at the district office.
Agency Contact Info	ermation (who & where contract needs to be mailed to for	signing):		ils (Give a brief des		1
			If this	s is a revision, wha	t has change	d?
Agency Name	Skillsource					
Attention:	Dave Petersen	•				
Street address or PO Box	234 N Chelan Ave.	•				ĺ
City, State, Zip Code	Wenatchee, WA 98801	•				
Email Address		•				
Phone Number	509-663-3091	•				
		•				
Ro curo	to follow state bid requirements as					
	<u> </u>					
•	outlined in RCW 28A.335.190					
Reviewed by Attorney		Requries Edits?				1
	Signature	•				Rev 11/02/2015

7 SCOPE OF WORK Agreement related to the operation of 2 an Open Doors [1418] Youth Reengagement Program 3 (include with Contract) 4 5 SkillSource 6 (hereinafter referred to as Agency) 8 AND 9 10 WENATCHEE SCHOOL DISTRICT 11 (hereinafter referred to as District) 12 13 A. Purpose. 14 15 16 It shall be the purpose of this Scope of Work to: 17 1. Support the statewide dropout reengagement system as defined in RCW 28A,175,100 18 19 2. Comply with requirements outlined in WAC 392-700 to provide education opportunities for 20 eligible students enrolled in the SkillSource Open Doors [1418] Youth Reengagement 21 22 Program (hereinafter referred to as Program) operated by the Agency. 23 24 * NOTE: The language in this Scope of Work is based on WAC and RCW as of August 2015. The College, District and Program will comply with any WAC or RCW modifications. 25 26 27 B. Duration of Scope of Work. 28 29 This agreement will be in effect from January 1, 2016 through August 31, 2016. 30 The Office of Superintendent of Public Instruction's (OSPI) will be responsible for notifying the 31 32 College, District, and Program when they are required to be reapproved and of the re-approval process. The College and District are responsible for notifying OSPI if they decide to 33 discontinue the Program. OSPI will examine a minimum of two years of data in the re-approval 34 35 process 36 37 C. Student Eligibility. 38 39 1. Pursuant to WAC 392-700-035, youth are eligible for enrolling in an Open Doors [1418] 40 youth reengagement program when they meet the following criteria: 4] 42 a. Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of as of 13 September 1, 44 b. Has not yet met high school graduation requirements, c. Has been found to be credit deficient pursuant to WAC 392-700-035(c): 45 46

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)

 A student who is more than twenty-four months from their cohort graduation date and has earned less than sixty-five percent of the high school credits expected to be

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49		earned by their cohort. A cohort is the group of districts students that enter the ni	inth			
50 51		grade in the same school year;				
52		II. A student who is between twelve and twenty-four months from their cohort	-1:4-			
		graduation date and has earned less than seventy percent of the high school cre	OIIS			
53		expected to be earned by their cohort;				
54		III. A student who is less than twelve months from their cohort graduation date or when the graduation date or when their cohort graduation date or when the				
55		has passed their cohort graduation date by less than tweive months and has ear				
56		less than seventy-five percent of the high school credits expected to be earned by	ıy			
57		their cohort;				
58		IV. A student who is passed their cohort graduation date by twelve months or more a	and			
59		has not met their district graduation requirements; or				
60						
61		Additionally, prior to enrollment in the Program, all students must:				
62						
63		An Have been withdrawn from their last high school, AND				
64		b. Have been released from their resident district and accepted by the District, if the Di	strict			
65		is not the student's resident district.				
66						
67		3. Once determined eligible for reengagement programming, a student will retain eligibility.				
68		regardless of breaks in enrollment, until the student does one of the following:	•			
69						
70		a. Earns a high school diploma. NOTE: Students who earn their General Educational				
71		Development (GED) retain their eligibility and may continue to participate in the				
72		Program.				
73		b. Earns an Associate Degree.				
74		c. Becomes ineligible because has turned age twenty-one (21) on or before Septembe	- 1			
75		of a new school year.	F 1			
76		of a new school year.				
70 77	n	Enrollment.				
78	D.	Enronnent.				
79		A student will be considered enrolled when he/she has:				
80		1. A student will be considered enrolled when he/she has:				
81		n. Mot all allability advanta appointed in Continue C				
		a. Met all eligibility criteria specified in Section C.				
82		b. Completed all steps of the application process established by the District and the				
83		Program.				
84		c. Been accepted for enrollment by the District.				
85		d. Been enrolled by the Program.				
86	_					
87	E.	Instruction.				
88						
89		The Agency will be responsible for the provision and oversight of all instruction under this				
9 0		Scope of Work in accordance with the following:				
91						
92		Instruction for reengagement students must include:				
93						
94		 Academic skills instruction and high school equivalency certificate preparation 				
95		coursework with curriculum, and instruction appropriate to each student's skills levels	5			
96		and academic goals.	-			
97		 b. College readiness and work readiness preparation coursework. 				
		F - F - F - F - F - F - F - F - F - F -				

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)

4. All reengagement instruction will be designed to help students acquire high school credits, acquire at least high school skills, and be academically prepared for success in college 111 112 and/or work. All instruction will be provided in accordance with the skill level and learning 113 needs of individual students and not the student's chronological age or associated grade level. Therefore: 114 115 a. All instruction that is at the ninth (9th) grade level or higher shall generate credits that 116 117 can be applied to high school diploma, and; b. All instruction that is below the ninth (9th) grade level shall not generate high school 118 credits but will be counted as part of the Program's instructional programming for the 119 120 purposes of calculating student enrollment, and will be designed to prepare students for coursework that is at the ninth (9th) grade level or higher. (Reference RCW 392.121,107) 121 122 123 5. Each area of coursework, as specified in Sections E.1. and E.2., will have a course outline 124 that specifies: 125 126 a. Identified instructional materials. 127 Specific intended learning outcomes. 128 c. Procedures and standards for determining attainment of learning outcomes. d. Policy for grading and award of credit. 129 130 6. The Program may restrict or deny access into specific program elements if a student's 131 academic performance or conduct does not meet established guidelines. 132 133 134 7. The Agency will administer standardized tests within one (1) month of enrollment or secure test results from no more than six (6) months prior to enrollment in order to determine a 135 136 student's initial math and reading level upon entering the Program. A commonly accepted 137 standardized academic skills assessment tools will be used. All required assessments will 138 be provided to the students free of charge. 139 140 8. The Agency will provide instruction, tuition, and required academic skills assessments at no cost to the students, but may collect mandatory fees as established by the Program. 141 142 143 a. Consumable supplies, textbooks, and other materials that are retained by the student do 144 not constitute tuition or a fee. 145 The Program will establish a waiver/scholarship process for qualifying students. 146

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)

2. Instruction for reengagement students may include:

c. Subject specific high school credit recovery instruction.

e. Other coursework approved by the District, including cooperative work experience.

3. Instruction may not be limited to only those courses or subject areas in which students are

a. Competency-based vocational training.b. Agency preparation math or writing instruction.

d. English as a second language instruction.

deficient in high school credits.

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- Instruction will be scheduled so that all enrolled students have the opportunity to attend and work with instructional staff during all the hours of the Program's standard instructional day.
 - 10. All instructional staff will be assigned by the Agency, but must meet the Highly Qualified Teacher (HQT) criteria set forth for instruction in Washington state and will have prior experience in working with at-risk youth and/or in providing individualized instruction.

F. Instructional Staff to Student Ratio.

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- The scheduled teaching hours of an instructional staff FTE will equal or exceed the hours of the Program's standard instructional day plus one (1) additional hour per every five (5) teaching hours for planning, curriculum development, record-keeping, and required coordination of services with case management staff.
- The Agency will assign instructional staff as needed to maintain an instructional staff FTE to student ratio that does not exceed 1:25.
- If the noninstructional staff are part of the calculated instructional staff FTE to student ratio, the following conditions must be met:
 - Noninstructional staff may not be a replacement for the instructional staff and must work under the guidance and direct supervision of the instructional staff.
 - The ratio of total instructional and noninstructional staff FTE to students may not exceed 2:50.
- Only staff time that is dedicated to providing instruction to reengagement students will be included in the calculation of a Program's instructional staff FTE to student ratio.

G. Case Management and Student Support.

The Agency will be responsible for the provision of case management services to all enrolled students in accordance with the following:

- Case management staff will be assigned to the Program to provide accessible, consistent support to students, as well as, academic advising, career guidance information, employment assistance or referrals, and referrals to DSHS.
- The Program will maintain a case management staff to student ratio not to exceed 1:75 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous basis throughout the school year.
- Only the percent of each staff member's time that is allocated to fulfilling case management responsibilities will be included in the calculation of a Program's case management staff FTE to student ratio.
- Even though the provision of case management services will require case management staff to work in the community to meet client needs, case management staff will be primarily based at the Program's instructional site(s).

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)

- The Agency will ensure that case management services and instruction are integrated and coordinated, and that procedures are established that facilitate timely relevant communication about student progress.
- 6. All case management staff will be employed by the Agency and will have at least a Bachelors degree in social work, counseling, education, or a related field, OR at least two (2) years experience providing case management, counseling or related direct services to at-risk individuals or sixteen to twenty-one (16-21) year old youth.

H. Award of Credit.

In accordance with RCW 28A.175.100, high school credit will be awarded for all Agency coursework in which reengagement students are enrolled, including high school equivalency certificate preparation, in accordance with the following:

- 1. High school credit will be awarded for the Program instruction provided by the Agency in accordance WAC 392-700-137.
- The District will ensure that the process for awarding high school credits as described above is implemented as part of the District's policy regarding award of credits per WAC 180-51-050(5) and (6).
- 3. Agency documentation related to the earned credits will be provided to the student and the District that will be responsible awarding of credits.

I. Statewide Student Assessment.

- The District will work with the Agency to ensure that all reengagement students participate in the statewide student assessment and understand that this assessment, or an approved alternative, is a high school graduation requirement.
- The District will include reengagement students when calculating districtwide statistics in relation to the statewide assessments.

J. Provision of Special Education and Section 504 of the 1973 Rehabilitation Act Accommodations.

- The District is responsible for the provision of special education services to any Program student who qualifies for special education in accordance with all state and federal law and pursuant to WAC chapter 392-172A.
- 2. The District will provide the same accommodations to any enrolled students under Section 504 of the 1973 Rehabilitation Act as it provides to all students of the district

K. Annual School Calendar.

The following requirements will be met in relation to the school calendar:

1. The school year begins in September 1st and ends in August 31st.

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)

246 247 248		2.	The Agency will provide the District with a calendar of school year prior to the beginning of the Program's start date.			
249		3	The school year calendar must meet the following criteria:			
250		٥.	The school year calcidar must meet the following circena.			
251			a. The specific planned days of instruction will be identified.			
252			b. There must be a minimum of ten (10) instructional months.			
253			The state of the s			
254		4.	The number of hours of instruction must meet the following criteria:			
255						
256			a. A standard instructional day may not exceed six (6) instructional hours per day even if			
257			instruction is provided for more than six (6) hours per day.			
258			b. A standard instructional day may not be less than two (2) hours per day.			
259						
260		5.	The Program's total planned hours of instruction for the school year:			
261						
262			a. Is the sum of the hours of instruction for all instructional months of the Program's school			
263			year.			
264			b. Must have a minimum of nine hundred (900) annual planned hours of instruction.			
265						
266	L.	Re	porting of Student Enrollment.			
267		_	m			
268		Programs will report to the District their Program enrollment using the Form P223-1418 each				
269		month on the monthly count day. Count day is defined in WAC 392-121-119. The Program will				
270 271		cer	tify by signing the Form P223-1418 the accuracy of the enrollment reported. The Form			
271		P2	23-1418 is due to the District by the fifth (5 th) business day of the month.			
272		In 4	accordance with WAC 202 700 160, the following estacis must be made for each at the state of			
274		In accordance with WAC 392-700-160, the following criteria must be met for each student claimed by the Program for state funding on each monthly count day:				
275		CIG	arried by the Frogram for state landing on each monthly count day.			
276		1.	Meets all eligibility criteria pursuant to WAC 392-700-035 or Section C of this Letter of			
277		••	Intent,			
278			The fig.			
279		2.	Is enrolled in a Program, as well as, the District,			
280			to otheriod in a riogram, as well as, the District,			
281		3.	Meets the attendance period requirement pursuant to WAC 392-700-015(3),			
282			100-010(5),			
283		4.	Meets the weekly status check requirement pursuant to WAC 392-700-015(23),			
284			, constant of the parameter to 11/10 002 100-010(20),			
285		5.	Has not withdrawn or been dropped from the Program prior to the monthly count day,			
286			The second secon			
287		6.	Is not being claimed by a state institution pursuant to WAC 392-122-221 on the monthly			
288			count day,			
289						
290		7.	Whose Program enrollment is not being claimed by a college for postsecondary funding,			
291			- J J J J J J J J J J J J J J J J J J J			

245

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)

Is not currently enrolled in a high school program, including Alternative Learning Experience, College in the High School or another reengagement program excluding Jobs for Washington's Graduate (JWG) program. If concurrently enrolled in a Running Start, Skills Center, or JWG program, is not exceeding the full-time equivalent (FTE) limitation pursuant to WAC 392-121-136, Has not exceeded the 1.0 annual average FTE (AAFTE) for the school year to include prior months' enrollment in a high school, at a state institution, and in JWG program M. Funding and Reimbursement The District and the College will receive state basic education apportionment funding through OSPI, pursuant to WAC 392-700-165 and according to the procedures set forth below: 1. Distribution of funding will be as follows: a. The District will retain seven (7) percent of the basic education allocation. The District will retain an additional thirteen (13) percent to assist Agency perform Program responsibilities described in sections C. Student Eligibility, D. Enrollment, H. Award of Credit, L. Reporting of Student Enrollment, and N. Required Documentation and Reporting. The District will employ, outstation and evaluate a Paraprofessional at the SkillSource Learning Center. The Agency will receive eighty (80) percent of the basic education allocation.

c. By March 1, the District shall provide a written schedule to the Agency identifying the dates that the Agency shall submit invoices for reimbursement to the District. Invoices will correlate to the enrollment reported monthly on the P223-1418 form submitted by the Agency to the District.
 d. The District shall remit payment within thirty (30) days of the receipt of an invoice.

 d. The District shall remit payment within thirty (30) days of the receipt of an invoice, except for the final payment for the year which will be made by October 31. Payment will be contingent upon the Agency's submittal of all required reports as defined in Section P.3.

- 2. The District may report and retain Special Education funding from OSPI for eligible students receiving special education services.
- 3. The Program may provide transportation for students but additional funds are not generated or provided.
- Reengagement students enrolled in a state-approved K-12 transitional bilingual instructional program pursuant to WAC 392-160 can be claimed by the District for bilingual enhanced funding.
 - By the District will be adjusted retroactively on a proportional basis and will be reflected on the final enrollment count.

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)

a. The Agency shall maintain student documentation to support eligibility as specified in 346 Section C. and enrollment as specified in Section D. 347 b. The Agency shall, on behalf of the District, request school records for each student from 348 the last school they attended. The Agency shall maintain documentation of case management, student assessment, 349 350 basic skills gains, attainments of credentials, earned measure of academic progress, 351 and award of credit. 352 d. The Agency will comply with all state and federal laws related to the privacy, sharing, 353 and retention of student records. 354 Access to all student records will be provided in accordance with the Family Educational 355 Rights and Privacy Act (FERPA). 356 357 2. Monthly Student Reporting: 358 359 a. The District will ensure that all required Program student information is reported in the 360 student information system; and in CEDARS in accordance with OSPI's standard 361 procedures. 362 b. The District will work with the Agency to determine whether District or the Program staff 363 364 will be responsible for performing required data entry following OSPI's standard 365 procedures for all Reengagement Programs. 366 367 i. If the Program is responsible for data entry, the District will provide access to the student information system, as well as, training and technical assistance. 368 369 ii. If the District is responsible for data entry, the District will define the data elements 370 the Program must provide for each student, as well as, the format and required reporting dates for the submission of data. 371 372 373 3. Annual Reporting: 374 375 a. The Agency will prepare and submit an annual performance report to the District no later 376 than October 1st 377 The District will review and submit the annual performance report to OSPI no later than 378 November 1st. c. The annual report will include the following: 379 380 381 i. Program's total number of students by gender, age, and race/ethnicity who were 382 enrolled, who were dismissed by the Program, and who voluntarily withdrew. ii. Program's total number of students by gender, age, race/ethnicity, and credential 383 type who earned a credential as defined in WAC 392-700-015(10). 384 iii. Program's total number of students by gender, age, race/ethnicity, and indicator of 385 386 academic progress types who attained an indicator of academic progress as defined in WAC 392-700-015(14). For high school and college credit, detail the subject area. 387 388 iv. Total number of instructional staff assigned to the Program. 389

341

342 343

344 345 N. Required Documentation and Reporting.

1. Student Documentation:

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)

O. District Administrative Responsibilities.

- 1. Upon Office of Superintendent of Public Instruction's (OSPI) determination that this Scope of Work contains approved standard language that delineates responsibility for all the required elements of a Reengagement Program as outlined in RCW 28A.175.100, and WAC 392-700, OSPI will assign a school code to be used by the District, the Agency, and OSPI to exclusively identify the Program. The District will use this code in its student information system and in Comprehensive Education Data and Research System (CEDARS) to identify all students enrolled in the Program.
- The District will work cooperatively with the Agency to implement this Scope of Work and to ensure that quality reengagement services are provided in accordance with WAC 392-700.
- The District will designate a primary contact person to work with the Agency in implementing this Scope of Work and to provide oversight and technical assistance.

P. Longitudinal Performance Goals.

- Longitudinal performance data for the Program and the statewide reengagement system as a whole will be reported through the Washington's P-20 (pre-school to post-secondary and workforce) longitudinal data system, the Education Research and Data Center (ERDC).
- 2. The District will work with the Agency to collect and report student data requested by the ERDC in order to accomplish the longitudinal follow-up of reengagement students. Specifically, the following unique identifier data points will be collected, to the extent possible, by the Program, reported by the Agency, and verified by the District, for each enrolled reengagement student:
 - a. Full legal name.
 - b. Birth date.
 - c. State student identifier number (SSID).
 - d. Social security number.
 - e. College student identification number (SID), if applicable.
- While reengagement students will be encouraged to provide the data needed for longitudinal follow-up, the Program will ensure that a student's unwillingness or inability to provide the requested data will not be a barrier to enrollment.

Q. Records.

All operations of, and accounting by, either party pertaining to this Scope of Work shall be open to the inspection of either party.

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)

R. Indemnification.

As part of the terms of this Scope of Work, each party shall each be responsible for the consequences of any act or failure to act on the part of itself, its directors, employees, and its agents. Each party shall be responsible for its own negligence, and neither party shall indemnify or hold the other party harmless; neither party assumes responsibility to the other party for its consequences of any act or omission of any person, firm or corporation not party to this Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation of law, both parties agree to collaboratively address the issue or issues and seek a collaborative solution.

S. Applicable Law.

This Scope of Work is entered into pursuant to and under authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Scope of Work shall be construed to conform to those laws. In the event of any inconsistency in the terms of this Scope of Work, or between its terms and any applicable statue or rule, the consistency shall be resolved by giving precedence in the following order:

- 1. Applicable state and federal statutes and rules.
- 2. Statement of work herein.
- 3. Any other provisions of the Scope of Work, including materials incorporated by reference.

T. No Separate Entity Created.

No separate legal or administrative entity is intended by this Scope of Work.

U. Amendment and Waiver.

 This approved Scope of Work may be waived, changed, modified, or amended only in writing by authorized individuals of both parties. If any provision of the Scope of Work shall be deemed in conflict with any statute or rule of law, such provision shall be modified to be in conformance with said statute or rule of law.

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)

V. Entire Agreement.	
This Scope of Work constitutes the entire agreement of the previous written or oral Scope of Works. Any other Scope understanding, verbal or otherwise, relating to the service otherwise dealing in any manner with the subject matter deemed to be null and void and of no force and effect where the scope of	e of Work, representation, or es of Agency and the District, or of this Scope of Work, is hereby
Les Vandervort, District Program Administrator (print name)	-
Signature	Date
Dave Petersen, Agency Program Administrator (print name) Authorized Signature	Jan 12, 2016
Scope of Work for 1418 Reengagement Program Approv	red by OSPI:
OSPI Reengagement Program Administrator	
Signature	Date
OSPI Assistant Superintendent	
Signature	Date
School Code assigned to this Program:	

Scope of Work - Community Based Organization Run 1418 Reengagement Program (Rev. 8/2015)



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 <u>or</u> Renewal <u>or</u> Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
01/05/16	NEW	Developing Minds, Inc.	Consultant Services for a 1-day workshop on Worksheets Don't Grow Dendrites	\$8,000 Budget Code 5812.31.7000.000	8/25/16	Thave read this contract and recommend it for these approval. Initial I.I. 2016 Date	Vé >	Yes	This is decided at the district office.

	Revision					Contract			1 Required?
01/05/16	NEW	Developing Minds, Inc.	Consultant Services for a 1-day workshop on Worksheets Don't Grow Dendrites	\$8,000 Budget Code 5812.31.7000.000	8/25/16	I have read this contract and recommend it for their approval. Initial I.I. 2016 Date	Ve S	Yes	This is decided at the district office.
Agency Co	ontact Info	rmation (who & where cor	ntract needs to be mailed to for	sianina):	Contract Deta	ils (Give a brief d	escriptio	n of the o	contract):
3 **** ,		(s is a revision, w			ļ
Agency Nam	ne	Developing Minds, Inc.			Ik >1-11-	give copy	to A	ugie 1	chedzou
Attention:		Dr. Marcia Tate		•	of practice	. 9,000 30,4		0	1
Street addres	ss or PO Box	PO Box 82880		•					
City, State, Z	ip Code	Conyers, GA 30013		•					
Email Addres	ss	www.developingmindsinc.com		•		de a 1-day workshop			
Phone Numb	per	770.918.5039		•		0 instructional strategi 25, 2016. Dr. Tate is t			
		to follow state bi outlined in RCW 2	id requirements as 28A.335.190						
Reviewed I	by Attorney			Requries Edits?					
	o, money	Signature		·					
		Olgriature							

Reviewed by Attorney		Requries Edits?	
	Signature	-	Per 11/2/2011



DEVELOPING MINDS, INC.

DR. MARCIA L. TATE, Educational Consultant

December 19, 2015

Ms. Jodi Smith Assistant Superintendent Wenatchee School District 235 Sunset Avenue Wenatchee, WA 98801

Contractual Agreement

The following contract will serve as a binding agreement between Dr. Marcia L. Tate, CEO of **Developing Minds, Inc.** and **Wenatchee School District.**

Contact Person: Jodi Smith Telephone Number: 509-679-2070

Dr. Tate agrees to provide the following consultant services: A one-day workshop on Worksheets Don't Grow Dendrites: 20 Instructional Strategies That Engage the Brain.

Date: Thursday, August 25, 2016

Target Audience: Teachers/Administrators

Wenatchee School District agrees to pay Developing Minds, Inc. a fee of \$8,000.00 inclusive of all expenses, (i.e., transportation, lodging, food, etc.), to be paid no later than 30 days following the performance of services. Recordings or transmissions of services provided are not permitted.

If this contract is not signed and returned within **21 days** from the date of mailing, the day(s) will be released unless we have been notified to hold them for a specific period of time. Once it has been signed, there will be a cancellation fee of 15% of the total consultant fee, plus any airfare costs already incurred.

riease return the original signet	а сору.	
	,	Marcia L. Sate
School District Representative		Dr. Marcia L. Tate
		CEO, Developing Minds, Inc.
		Tax ID # 65-1182215
		12-19-15
Date	-	Date



Renewal or

Agency

Date

Contract Coversheet (Non-Federal) Request Board Approval

Amount

Staff Person

Responsible for

Approved |

by Les? Required? Required?

Contract Start

Date & End Date

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.

Ригрозе

	Revision				Date of Life Date	Contract	Dy LLG.	resquirear	Required?
01/12/16	Renewal	Jostens	Yearbook Production Renewal	Budget Code	16/17 School Year	I have read this contract and recommend it for board approval.	W	None	This is decided at the district office.
Agency Co	ntact info	rmation (who & where con	stract needs to be mailed to for	r signing):	Contract Deta	ils (Give a brief d	escriptio	n of the c	ontract):
					If this	s is a revision, w	hat has	changed	1?
Agency Name)	Jostens							
Attention:		Amanda Brown		•	1				
Street address	s or PO Box	3601 Minnesota Drive		•					
City, State, Zip	Code	Minneapolis, MN 55439		-	[
Email Address	3	amanda.brown@jostens.com		•	This contrast stin	ulates that WestSide p	slan to work	with looter	n'o novi voor
Phone Number	er	952 830-3300		-	for our Yearbook.	Josten's and WestSic			
				•	professional year	book for distribution.			
					İ		•		
	1	to follow state bi outlined in RCW 2	d requirements as 8A.335.190						
Reviewed by	Attorney	Signature		Requries Edits?					
									Rev 11/0

Attorney

Review

Jostens Yearbook Agreement

Once completed and signed, please return to your Jostens Yearbook Sales Representative.

School Name	WESTSIDE HIGH SCHOOL	Contact Name	Brian G Johnson
School Address	1521 9TH ST, WENATCHEE, WA 98801	Title	Adviser
School Phone	(509)663-7947	Email & Phone	johnson.b@wenatcheeschools.org,

The School or District identified above (the "School") has selected Jostens, Inc. to be the School's exclusive yearbook provider for the school years identified below (the "Term"). The parties agree as follows:

- Jostens and the School will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each school year during the Term and subject to the terms and conditions shown on the reverse.
- After this Agreement is signed, as the School's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the School to help with the creation, production and marketing of the School's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following school years: 2017 through 2017

Additional Notes/Specifications Agreed Upon:

Renewals are contingent on customer satisfaction and rep guaranteed yearbook budget with use of Jostens consumer marketing plan. Rep will provide budget information during spring planning.

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

X Brian G Johnson X Brian G Johnson X Brian G Johnson X Dn 6, 2016) SIGNATURE OF SCHOOL AUTHORIZE	TO DEDDECEMENT ATTIVE	X Amanda Brown (Dec 50, 2015)	VODVOTED DEPOS TO STATE OF THE
Brian G Johnson	Jan 6, 2016	Signature of Jostens auth Amanda Brown	Dec 30, 2015
PRINTED NAME	DATE	PRINTED NAME	DATE
X SIGNATURE OF 2^{ND} SCHOOL AUTHOR REPRESENTATIVE (IF REQUIRED)	RIZED		
PRINTED NAME	DATE		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All contracts must be mailed to Jostens, Inc., 4000 SE Adams Street, Topeka, KS 66609.

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

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



Contract Coversheet (Non-Federal) Request Board Approval

Please submit this form with your <u>unsigned</u> contract to Denise Watson at least <u>3</u> 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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The only authorized signatures on a contract are Brian Flones, Jon DeJong, Les Vandervort, or the School Board.

Date	New <u>or</u> Renewal <u>or</u> Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Regnonalnia for	Approved by Les?	l Dadanaa	Attorney Review Required?
01/05/16	New	R & H Theatrical	2016 High School Musical	\$6,034 Budget Code 402-4467		Dawn McCormick and recommend it for board approval. Initial	(<i> V </i>	Yes	

01/05/16	New	R & H Theatrical	2016 High School Musical	402-4467	12/1/18	board approval. L	Yes
Agency C	ontact in	formation (who & whe	ere contract needs to be mail	ed to for signing):	Contract De	tails (Give a brief des	scription of the contract)
Agency Nan Attention: Street addre City, State,	ess or PO B	R & H Theatrical	11th floor	- -			
Email Addre	ess	theatre@mh.com 212-564-4000		- - -	December 10,	or 2016 White Christmas. N 2016 for 8 performances. T and performance weeks.	Will run December 1- This incluudes
		Be sure to follo uirements as o	•				
Reviewed I	by Attorney	Signature		Requries Edits? –			Rev 08/18/2015

LICENSE AGREEMENT

Amateur Theatrical Presentation

229 West 28th Street, 11th Floor, New York, NY 10001

Telephone: (212) 564-4000

FAX: (212) 268-1245

E-mail: theatre@rnh.com

Web site: www.rnh.com

Federal I.D. Number: 98-0623079

Organization Nam	e: Wenatchee Hig	gh School		,	Date:	12/9/2015
Performance Venu	ue: Wenatchee Hig	gh School	Account Number:	260652	Seating Capacity:	600
Phone number:	509-663-8117	License Number	ID-152435		Average Ticket Price:	\$15.00
Fax number:		E-mail address:	kellyatw@earth	link.net	EXPIRATION DATE:	3/8/2016

Organization Mailing Address:	Organization Billing Address:	Venue Address:	Shipping Address:
Kelly Atwood	Kelly Atwood	Wenatchee High School	Kelly Atwood
1101 Millerdale	1101 Millerdale	1101 Millerdale	1101 Millerdale
Wenatchee, WA 98801	Wenatchee, WA 98801	Wenatchee, WA 98801	Wenatchee, WA 9880

White Christmas

Thank you for your inquiry. Terms and conditions for the nonexclusive licensing of live stage performances of the above referenced Play are set forth in this License Agreement and on all Riders attached hereto. CAREFULLY REVIEW ALL TERMS AND CONDITIONS SET FORTH HEREIN. If you find the terms and conditions acceptable, please sign and return one copy of this License Agreement along with Additional Terms and Conditions accompanied by the attendant payment you enter on line 9 hereunder prior to the Expiration Date set forth above, or the terms quoted herein shall become void. You are under no obligation whatsoever until such signed copy and payment have been received by us, at which time this License Agreement becomes a binding contract between us. You may not advertise, announce, present or sell tickets for any performances until receipt and acknowledgement by us of said License agreement and payment. You must allow a minimum of ten (10) business days following our receipt of your signed License Agreement and payment for delivery of materials.

and payment for delivery of materials.		
ROYALTY (see: Performance Details below) for 8 performances a total royalty of	\$ 5,040.00	Line 1
Performance Details Opening Date: 12/1/2016 Closing Date: 12/10/2016		
WHITE CHRISTMAS - Royalty - Amateur		

December 2016 for 8 performances at \$630 for a total of \$5040

RENTAL (see: Rider B):

WHITE CHRISTMAS - Orchestration (23 Books/25 Players) Rented for 8 week minimum at \$275 with 0 additional rehearsal weeks and 0 billable performance weeks at \$50 each for a total of \$275 Rehearsal Set (22 Books) Rented for 8 week minimum at \$300 with 0 additional rehearsal weeks and 0 billable performance weeks at \$50 each for a total of \$300

RENTAL MATERIALS TOTAL (Rehearsal set and Orchestration)		
	\$ 575.00	Line 2
ADDITIONAL RENTAL WEEKS REQUESTED (Total of Additional Rental Weeks Cost from Rider A, Section III)	\$ 	Line 3
ADDITIONAL RENTAL MATERIALS REQUESTED (See Rider A, Section II and include when returning license agreement):		
a. Additional Material Enter total fees for additional material(s) from Rider A, Section II \$		
b. Optional PREPRODUCTION PACKAGE Package consists of one script and one score for use in advance preparation for your production. Shipment upon receipt of your signed license agreement and payment. Please place check mark in space provided if you would like to rent this package and agree to the \$75 rental fee. YES	\$ 	Line 4(a+b
DEPOSIT	\$ 400.00	Line 5
Processing Fee	\$ 18.50	Line 6
Miscellaneous Fees	\$ 0.00	Line 7
Sales Tax: (for NY State customers, add applicable sales tax to the total of lines 2 and 3 above) (For NY State customers, if exempt, please enclose a copy of your Tax Exempt Form with this License Agreement)	\$ 	Line 8
TOTAL AMOUNT PAYABLE UPON SIGNING: (Total of lines 1,2,3,4,5,6, and 8 above)	\$ 6,033.50	Line 9
Send payment (Line 9) and SIGNED license agreement to:		

New York, NY. 10001

(Please refer to paragraph B, "PAYMENTS AND AUDIT PROVISIONS" UNDER ADDITIONAL TERMS AND CONDITIONS.) Subject to attached riders including but not limited to Rider A and Rider B.

ADDITIONAL TERMS AND CONDITIONS

A. RIGHTS GRANTED/RESERVATION OF RIGHTS

You are hereby granted the non-exclusive right to present the Ptay only on the spoken stage with living actors appearing in the immediate presence of their audience; only with the book, music (including orchestration and arrangements) and lyrics provided by R&H THEATRICALS and only for the number and dates of performances and at the venus first set forth herein. You shall not interpolate into the Play any other music, dialogue or lyrics nor in any way after, change, delete from or add to the book, music or lyrics without R&H THEATRICALS' prior written consent. You shall not make any changes in any characterizations, time period or locates in the Play including. lyrics without R&H THEATRICALS' prior written consent. You shall not make any changes in any characterizations, time period or locates in the Play including, without limiting the foregoing, any change in the gender of any characterist in the Play. Any changes, modifications of or additions to the book, music or lyrics of the Play should upon creation, become the sole and exclusive property of R&H THEATRICALS, as its respective interests may appear, and it shall have the right to use same free and clear of any obligation whatsoever to you or anyone claiming through you. You shall not perform excerpts, scenes or musical numbers from the Play for promotional or any other reasons without R&H THEATRICALS' prior written consent. You shall not reproduce any portion of the Play by any means whatsoever including but not imitted to other reasons without M&H THEATRICALS prior written consent. You shall not reproduce any portion of the Play by any means whetisoever including but not imitted to photocopying, video end/or audio recordings, or storing any portion of the book, music or hybridal is a retrieval system. You shall not broadcast, transmit and/or electronically post any portion of the Play by any means whatsoever, including but not limited to television, radio, satellite, pay or cable television or the Internet. YOU HEREBY ACKNOWLEDGE THAT THE UNAUTHORIZED CREATION OF ANY VIDEO, FILM OR OTHER AUDIO-VISUAL, OR SOUND RECORDING, TAPE OR TRANSCRIPTION, INCLUDING VIDEO TAPE, VIDEO CASSETTE, VIDEO DISC, DIGITAL STORAGE/SEQUENCING OR ANY OTHER REPRODUCTION OF YOUR PERFORMANCE IS EXPRESSLY PROMISTED BY LAW AND CAN RESULT IN PROSECUTION. Pre-existing tim footage may not be used without the explicit permission of all related rights holders. You may not replicate the show artwork and imagery, set, costume, choreography or any other copyrightable elements from previous productions, including, but not limited to first class productions, without the prior written consent of the copyright owner and R&H Theatricals. All images used in connection to THE SHOW must be uniquely created by The Theater for its production, licensed from R&H Theatricals or licensed from a third-party which represents and warrants that it has ownership and/or the right to license such images. All rights other than the rights expressly granted to you herein, of whatever kind or nature (whether or not such rights are in competition with the rights granted herein) are reserved to R&H THEATRICALS and the Copyright Owner(s), as their respective interests

B. PAYMENTS AND AUDIT PROVISIONS

I. All payments required hereunder shall be made to the order of R&H THEATRICALS; shall be made in lawful currency of the United States of America drawn on a United States Bank; and shall be non-refundable other than as provided in Paragraphs C and D hereunder. For schools and government agencies, a signed authorized purchase order for the full amount of royalty, rental and deposit fees as calculated on the reverse side is acceptable. You shall provide to us two (2) copies of the program purchase order for the full amount of royalty, rental and deposit fees as calculated on the reverse side is acceptable. You shall provide to us two (2) copies of the program from your production not later than five (5) days following the opening performance as licensed under the terms of this agreement. You shall submit to us within seven (7) days following demand by us, a notarized statement setting forth the total number of performances presented along with the exact dates and place of each said performance. You shall keep full and regular books and records in which you shall maintain and record all items with respect to ticket sales in connection with your presentation. These books and records shall, during reasonable business hours, be open for inspection by R&H Theatricals or our representatives at your location and R&H Theatricals shall have the right to make copies from such books and records. All rights, including said audit provisions, shall continue for twenty-four (24) months following the date of the last e licensed in accordance with this agreement.

You agree to pay any and all fees and costs associated with collecting the balance due on your account if you fail to make payment when required hereunder.

C. SHIPMENT, USAGE AND RETURN OF MATERIALS

EIL MARTICALS provides rehearsal and performance materials on a rental basis only. You agree to be solely responsible for and to pay all shipping and handling charges incurred for the shipment of materials to you by whatever means R&H THEATRICALS in its sole discretion deems appropriate and such charges shall be deducted from your deposit in addition to an \$18.50 processing fee. You shall not hold R&H THEATRICALS responsible for the adequacy of the rental materials nor for the unavailability of any shipping or mailing facilities for any reason whatsoever. If upon receipt of your rental materials you find they are unerased or incomplete, you shall so advise us immediately. If you do not contact us upon receipt of the materials, you have thereby indicated that the materials have been received by you in acceptable

condition.

N. You agree to return immediately following your final performance, but in no event later than two weeks thereafter, all rental materials provided by R&H THEATRICALS as well as all materials, created by or for you in connection with the Play, and all copies of any such materials in your possession or under your control, to the following address: R&H THEATRICALS, 1210 innovation Drive, Dock Doors 6, 7, & 8, Whoma, Min S5987. You are responsible for the safe return to the warehouse of all the rental materials and you agree to pay any additional charges incurred in the event materials are returned to any address other than that set forth above in this Paragraph C. You shall prepay the return shipment of materials insuring the reheared set for not less than \$600.00 and the orchestration for not less than \$600.00.

If we have not received the rental materials by the date two weeks following your final performance, you agree to pay late fees assessed as follows: Reheared set (or any part thereof)-\$60.00 per week, Orchestration (or any part thereof)-\$60.00 per week, Two Piano Arrangement-\$60.00 per week plus applicable handling fee. You shall promptly pay any and all damaged material charges at the following rates: Libretti/Yocal Book-\$20.00, Ubbretto-\$20.00, Vocal Book-\$20.00, Orchestration Book-\$50.00, Piano Vocal Score-\$75.00, Piano Conductor Score-\$75.00, Piano Pook, Two Piano Arrangement-\$200.00 per book, Full Score-\$250.00 per book, In addition you shall promptly pay any and all missing material charges at the following rates: Libretti/Vocal Book-\$30.00, Ubretto-\$30.00, Orchestration Book-\$60.00, Piano Vocal Score-\$100.00, Piano Conductor Score-\$120.00 per book, Two Piano Arrangement-\$200.00 per book, Full Score-\$250.00 per book, Such charges shall be deducted from your security deposit and you agree to pay promptly upon demand any amount charged in excess of your deposit amount; any remaining balance of your deposit will be refunded to you.

vi. The rental materials are the ONLY performance edition authorized by the Copyright Owner(s) and must be rented from us as a condition of this agreement. Under no conditions can the rental materials be assigned or transferred to any other person, organization, corporation or entity.

conductors can use restail measures be assigned an detection to all young person, organization, expectation to the very contract of contract of the cost of rental of materials, unless you hold a valid form ST-119. Exempt Organization Certificate." If you are claiming an exemption from sales tax, attach form ST-119. Faiture to include this form may result in processing delays and/or the imposition of sales tax. If you are not claiming the exemption, calculate the applicable sales tax on rental and additional materials, and include on the reverse side where indicated.

D. CHANGES AND CANCELLATIONS

Any requests for changes in the dates, venue or number of performances shall be made in writing and shall be subject to R&H THEATRICALS' prior written approval. You shall notify R&H THEATRICALS immediately of any changes in your seating capacity or ticket prices. You agree to pay any additional royalties and/or rental fees that R&H THEATRICALS in its absolute and sole discretion may determine are due because of any such changes, and you exknowledge that a handling fee of \$25.00 shall be payable by you for each amendment to this License after it has been signed and returned. In the event you cancel one or more performances, in lieu of the royalty herein set forth, you shall pay to R&H THEATRICALS a cancellation fee equal to fifteen percent (15%) of said royalty. You agree to pay the total rental fees, shipping and handling charges once the rental materials have been shipped to you and you agree to pay any additional rental charges that may be due should you fall to return such materials in accordance with Paragraph C hereunder. You agree that we may terminate this License at any time without prior notice should you owe any monies to R&H THEATRICALS with respect to production(s) of any play(s) controlled by R&H THEATRICALS.

You shall not create, sell end/or distribute, or authorize the creation, sale and/or distribution of any merchandise relating to the Play Including, without limitation, souvenir programs, T-shirts, sweatshirts, buttons, glass were and ceramic ware without R&H THEATRICALS' prior written permission. All requests for such permission must be made

F. CORRESPONDENCE

You agree that we may send you information by e-mail from Rodgers & Hammerstein and its partners about the Play and other R & H musicals as well as related products, offers and discounts. To unsubscribe from all email correspondence from Rodgers & Hammerstein visit www.mh.com and click on "Manage Your Account Online"

G PROGRAM SPECIFICATIONS

Your signature indicates your agreement to reserve program space for R&H, the contents of which will be determined by R&H. This program space will be no smaller than a 1/2 page of equal or greater size than 4x4 ½, or a full page ther insert into the program of equal or greater size than 8 ½ x 5 ½°. This space can be provided in the torm of a poster in the looky, if space in the program and insert do not exist. These files can be downloaded at www.mh.com/mwdownloads once your booking is complete. You will receive an email with this link once your booking is complete. You will receive an email with this link once your booking is complete.

H. REPRESENTATIONS AND WARRANTIES

YOU warrant and represent that the information you have provided R&H THEATRICALS both orally and in writing is accurate and correct and you agree that in the event such information proves to be false or incorrect, or if you fall to fulfill or comply with any of the obligations, terms or conditions set forth herein, then this License shall automatically terminate, but you shall nevertheless remain liable for any payments which may be due R&H THEATRICALS hereunder and all of our rights and remedies against you shall be preserved. The rights granted herein are conditional upon your fuffilment of all obligations set forth herein including the timely payment of all royalties and fees. You be preserved. The rights granular development of the property
reason whatsoever is limited to amounts paid by you to R&H THEATRICALS.

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This agreement is personal to you and cannot be assigned, transferred or sublicensed by you to any other person, corporation or entity,

J. <u>APPLICABLE LAW.</u>

This agreement constitutes the entire understanding between the parties hereto and cannot be changed except in writing signed by all parties hereto. This agreement shall be interpreted and governed in accordance with the laws of the state of New York applicable to contracts entered into and wholly to be performed in said state. Any dispute or controversy arising out of this Agreement shall be litigated only in the courts of the state of New York in New York City in the United States Court in the Southern District of New York and the parties hereto hereby consent to the jurisdiction of said courts.

K. COMPLIMENTARY TICKETS
You agree to reserve two (2) complimentary tickets (if requested by R&H THEATRICALS) for the use of R&H THEATRICALS and the Copyright Owner(s) for each performance and R&H Theatricals agrees not to sell said tickets.

ACCEPTED AND AGE	EED TO:	
Ву:	(Signature)	Date
Name:	(Print name above)	
Title:_	Daytime Phone Number:	
Please read this L	cense <u>Agreement in its entirety</u> . Signing this License Agreemend Conditions on the preceding pages as well as all Riders attache	ent means that you agree to and ad hereto.

I. BASIC RENTAL DELIVERY DATE

(Please confirm the shipping address as it appears on front page of License Agreement.)

Based upon your Performance Details, your Basic Rental Materials are scheduled for delivery: 10/6/2016.

(Please note: This delivery date will change if your signed License Agreement and payment are received after scheduled delivery date or you select Additional Rental Weeks in Section III below).

II. ADDITIONAL MATERIALS

Use the tables below to order materials in excess to those provided in the Rehearsal Set and/or Full Orchestration as listed on Rider B, "Credits and Show Information."

If you require additional materials [rehearsal or orchestration] please complete, using the materials as listed on Rider B and these prices. <u>Calculate the amount due and add to Additional Rental Materials</u> Requested, under Additional Materials on front page of License Agreement.

Additional Materials Prices*:

*There is a four (4) week minimum rental with a delivery date of four (4) weeks prior to your opening date unless extra rental time is

Libretto/Vocal Book 10-Pack	\$17.50 per week	1	Orchestra Book (see Rider B)	\$10.00 per week
Piano/Vocal Scores	\$15.00 per week		Partitur-Full Score (available for select shows)	\$50.00 per week
Piano-Conductor Scores (available for select shows)	\$25.00 per week			

Quantity	Material Description (List all materials separately)	Number of Weeks (prior to opening date with a minimum of four (4) weeks)	Price (Use price list above)
			@ \$each for a total of \$
		·	@ \$each for a total of \$
			@ \$each for a total of \$
			@ \$each for a total of \$
			@ \$each for a total of \$
			@ \$each for a total of \$
			@ \$each for a total of \$
			@ \$each for a total of \$
			@ \$each for a total of \$

Total Additional Material Fee	s
(Total all fees in Table above.	Enter this amount on the Additional Materials Fees line on the front of
the License Agreement)	

III. ADDITIONAL RENTAL WEEKS

The standard rental time is for an 8 week period and 2 performance weeks. Use the table below to order additional rental weeks in excess of the 8-week period prior to your Opening Date for the Rehearsal Set or Full Orchestration.

Description		Price
Rehearsal set	For	weeks @ \$50.00 per week for a total of \$
Full Orchestration	For	weeks @ \$50.00 per week for a total of \$

Total Additional Rental Weeks Fees
(Total all fees in Table above. Enter the amount on line 3 - Additional Rental Weeks Requested on
the front page of the License Agreement.)

Rider B: Credits and Show Information

Show Name:

White Christmas

Author Billing Credit:

You agree to set forth the following credits on the title page in all programs, and on all house boards, displays, heralds, posters, filers, and on all other advertising and promotion in connection with your production of the Play:

IRVING BERLIN'S

50%

WHITE CHRISTMAS

100%

Based Upon the Paramount Pictures Film

25%*

Written For the Screen by Norman Krasna, Norman Panama and Melvin Frank 20 /0

MUSIC AND LYRICS BY IRVING BERLIN

50% **

BOOK BY DAVID IVES and PAUL BLAKE

40% ***

Original stage production directed by WALTER BOBBIE

25%

Orchestrations

Larry Blank

20%****

Vocal and Dance Arrangements

Bruce Pomahac

20%****

* shall appear immediately following the title.

** in no event less than the size of the largest, most prominent credit given any other person other than any stars receiving above-the-title credit.

*** in no event less than the size of the largest, most prominent credit given any other person other than Irving Berlin and/or any stars receiving above-the-title credit.

**** must appear on all the title page of show programs/Playbills

If you chose to include the R&H Theatricals blo in your program, please use the following:

R&H Theatricals (Licensor) represents the stage performance rights to over 100 musicals by more than 200 writers. These include works by Rodgers & Hammerstein (including OKLAHOMAI, SOUTH PACIFIC and THE SOUND OF MUSIC), Rodgers & Hart (PAL JOEY, BABES IN ARMS), and Kern & Hammerstein (SHOW BOAT), as well as musicals by Irving Berlin (ANNIE GET YOUR GUN, WHITE CHRISTMAS), Andrew Lloyd Webber (CATS, THE PHANTOM OF THE OPERA), Adam Guettel (THE LIGHT IN THE PIAZZA, FLOYD COLLINS), Kurt Weill (THE THREEPENNY OPERA, LADY IN THE DARK), such perennials as BIG RIVER, ONCE UPON A MATTRESS, and FOOTLOOSE, and the longest-running revues in the history of Broadway – SMOKEY JOE'S CAFÉ – and Off-Broadway – I LOVE YOU, YOU'RE PERFECT, NOW CHANGE. Recently added titles include IN THE HEIGHTS, A CATERED AFFAIR, IT'S ONLY LIFE, [title of show], LOVE MUSIK, FACE THE MUSIC, REEFER MADNESS, ALTAR BOYZ, BERNARDA ALBA, MID-LIFE! THE CRISIS MUSICAL, and BRIGHT LIGHTS, BIG CITY. R&H Theatricals is an Imagem company: www.mh.com.

In addition to the foregoing, you agree to set forth the following notice on the title page in all programs: IRVING BERLIN'S WHITE CHRISTMAS is presented through special arrangement with R & H Theatricals: www.rnh.com. Additionally you agree to include the following language hyperlinked to http://www.rnh.com on all websites on which you promote the play.

Show Synopsis:

Based on the beloved, timeless film, this heartwarming musical adaptation features seventeen Irving Berlin songs and a book by David Ives and Paul Blake.

Veterans Bob Wallace and Phil Davis have a successful song-and-dance act after World War II. With romance in mind, the two follow a duo of beautiful singing sisters en route to their Christmas show at a Vermont lodge, which just happens to be owned by Bob and Phil's former army commander. The dazzling score features well known standards including Blue Skies, I Love A Piano, How Deep Is the Ocean and the perennial favorite, White Christmas. WHITE CHRISTMAS is an uplifting musical worthy of year-round productions.

Cast Requirements:

PRINCIPALS

- 3 Women
- 3 Men
- 1 Young Girl

FEATURED

- 2 Women
- 3 Men

ENSEMBLE

Large singing-dancing ensemble consisting of "Jimmy's Back Room" Clubgoers, Train Passengers, Inn Guests, Chorus Kids, Patrons of the Regency Room

CHARACTERS

Bob Wallace - late 20's to mid 30's, a superb singer with a crooning style who moves well.

Phil Davis - late 20's to mid 30's, strong jazz and tap-dancing needed - a song-and-dance comic performer.

Betty Haynes - mid to late 20's, a female singer of quiet beauty and charm who must move well.

Judy Haynes - early 20's, strong jazz and tap-dancing needed - a major song-and-dance performer.

General Henry Waverly - late 50's to mid 60's, with the exception of one line, a non-singing role.

Martha Watson - late 40's to mid 60's, a winning, appealing character-comedienne

Susan Waverly - 9 years old, she must have an excellent belt voice and be able to move well.

Raiph Sheldrake - mid to late 30's

Rita - mid 20's to early 30's

Rhoda - mid 20's to early 30's

Ezekiel Foster - mid 40's to late 50's

Mike - mid 20's to late 30's

Tessie

Jimmy

Cigarette Girl

Snoring Man

Mrs. Snoring Man

Train Conductor

Dance Captain

Seamstress

Assistant Seamstress

Ed Sullivan Announcer

Regency Room Announcer - offstage voice

Sheldrake's Secretary - offstage voice

"Jimmy's Back Room" Clubgoers

Train Passengers

Inn Guests

Chorus Kids

Patrons of the Regency Room

Set Requirements:

WHITE CHRISTMAS takes place in New York City and Vermont in 1954.

SPECIFIC LOCATIONS

Somewhere on the Western Front of World War II

The Ed Sullivan Show

Backstage at the Ed Sullivan Show

Jimmy's Back Room

The Train Car

The Front Desk of the Columbia Inn in Vermont

The Barn Rehearsal Hall

The Front Porch of the Inn

Ralph Sheldrake's Office, New York

Onstage in the Barn Theater

Betty's Room at the Inn

The Regency Room, New York

Musical Numbers:

"Happy Holiday"

"White Christmas"

"Happy Holiday/ Let Yourself Go"

"Love And The Weather"

"Sisters"

"The Best Things Happen While You're Dancing"

"Snow"

"What Can You Do With A General?"

"Let Me Sing And I'm Happy"

"Count Your Blessings Instead Of Sheep"

"Blue Skies"

"I Love A Piano"

"Falling Out Of Love Can Be Fun"

"Sisters (Reprise)"

"Love, You Didn't Do Right By Me/How Deep Is The Ocean?"

"The Old Man"

"Let Me Sing And I'm Happy (Reprise)"

"How Deep Is The Ocean? (Reprise)"

"The Old Man (Reprise)"

"White Christmas"

"I've Got My Love To Keep Me Warm"

Discography:

DISCOGRAPHY: 2006 Cast Recording, Ghostlight Records. Available October 2006

Rehearsal Materials:

REHEARSAL SET

20 Libretto/Vocal Books

2 Piano/Conductor Scores

1 Digital Logo (available for download via www.mh.com/mydownloads upon booking confirmation)

This free logo artwork is to be used for advertising items only such as playbill's and flyers. Any commercial usages such

as merchandise including, but not limited to T-Shirts, Mugs and Hats as well as any other item for sale, require a merchandise license. This license can be obtained by emailing Theatre@mh.com.

ORCHESTRAL MATERIALS Orchestration by Larry Blank

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1 PIANO/CONDUCTOR SCORE
1 REED I (Flute, Piccolo, Clarinet, Alto Saxophone (Lead Flute))
1 REED II (Flute*, Clarinet, Alto Saxophone (Lead Clarinet))
1 REED III (Oboe**, English Horn**, Clarinet, Tenor Saxophone)
1 REED IV (Clarinet, Bass Clarinet, Tenor Saxophone)
1 REED V (Bassoon***, Clarinet, Bass Clarinet, Baritone Saxophone)
1 HORN
1 TRUMPET I
1 TRUMPET II
1 TRUMPET III
1 TROMBONE I (Tenor Trombone)
1 TROMBONE II (Tenor Trombone)
1 TROMBONE III (Bass Trombone)
1 KEYBOARD I (Acoustic Piano & Synthesizer) (see list below)
1 KEYBOARD II (Synthesizer) (see list below)
3 VIOLINS (Divisi)
1 CELLO (Divisi)
1 BASS
1 DRUMS
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23 TOTAL NUMBER OF BOOKS PROVIDED (25 PLAYERS)

2 PERCUSSION (see list below)

PERCUSSION: 2 Timpani (F to F), Glockenspiel, Vibes, Suspended Cymbal, Wood Block, Sleigh Bells, Chimes, Xylophone, Triangle, Castanets, Bell Tree, Metal Cabasa, Marimba, Piccolo Wood Block, Cymbal, Bass Drum, Ratchet, Tambourine

KEYBOARD I (Acoustic Piano & Synthesizer): Big Horns/Trombones, Pizzicato Strings, Strings, Harp, Synth Bells, Celesta, Music Box

KEYBOARD II (Synthesizer): Celesta, Strings, Winds & Strings, Pizzicato Strings, Arco Strings, Sustained Strings, Strings w/ Magic Bells, String Tremolo w/ shimmer, Harp, Synth Bells, Toy Piano, String Harmonics

REED II Note: Flute in Reed II double lines for Clarinet

REED III Note: Oboe and English Horn in Reed III double lined for Clarinet

REED V Note: Bassoon in Reed V double lined for Bass Clarinet

VIOLIN Note: 5 Players Suggested Minimum

OPTION: Partitur (Complete Orchestral Full Score) available at an additional rental fee of \$50.00 per week. If you wish to rent the partitur, please indicate on your license agreement.

PLEASE REVIEW THIS LIST WITH YOUR MUSICAL DIRECTOR.



Dear Producer:

Enclosed please find your License Agreement for the musical(s) you requested. Carefully review all terms and conditions of the Agreement and any attached Riders.

For your convenience we provide this checklist to assist you in processing your Agreement.

1. IS YOUR ORGANIZATION'S INFORMATION CORRECT?

Please check all your organization's addresses listed and the contact name making any necessary corrections.

2. MATERIALS CANNOT BE SHIPPED TO A POST OFFICE BOX NUMBER.

If you wish to have materials sent to an address other than the current shipping address listed, or if your shipping address as currently listed is a P.O. Box, provide an alternative **street address** for shipping.

3. IS THE "PERFORMANCE DETAILS" INFORMATION CORRECT?

Please check the following: Title of Musical; Opening and Closing Performance Dates; Total number of Performances and Number of Performances in each month during your run.

4. ARE YOU RECEIVING THE MATERIALS WHEN YOU NEED THEM?

Unless you specifically request otherwise, all materials are shipped via UPS utilizing the service we feel will best insure your receipt of the materials by the delivery date indicated in Rider A, Item I of your Agreement. YOU MUST ALLOW A MINIMUM OF 10 DAYS FOLLOWING OUR RECEIPT OF YOUR SIGNED LICENSE AGREEMENT BEFORE MATERIALS ARE SHIPPED.

5. WHAT ARE THE AVAILABLE RENTAL MATERIALS?

The rehearsal and orchestration materials are detailed on Rider B, Show Information. You may order the full orchestration, a partial orchestration of individual books, or you may present your production with only piano accompaniment using one of the scores provided with the Rehearsal Set. Please determine your Rental Material requirements, calculate the amount due (total of Rental Materials, lines 2 a, b and c) and enter this amount on Rental Materials, line 2 on the front of the License agreement.

6. DO YOU NEED EXTRA RENTAL TIME?

The Rehearsal Set or Full Orchestration is provided two months prior to your opening date (see: Rider A, Item I, delivery date). If you require Extra Rental Time for the Rehearsal Set or Full Orchestration, please complete Rider A, Item III, determine the extra weeks required, calculate the amount due and enter this amount on Extra Rental Time due, line 3 on the front of the License Agreement.

7. ARE ADDITIONAL LIBRETTI/VOCAL BOOKS, SCORES OR ORCHESTRA BOOKS NEEDED?

If you need additional Libretti/Vocal books, Piano Vocal Scores, Piano Conductor, Orchestra Parts or Full Scores (if available), you may order additional materials by determining your additional material requirements and completing Rider A, Item II. Please calculate the amount due and enter this amount in Additional Material due, line 2 on the front of the License Agreement.

8. HOW TO DETERMINE THE TOTAL AMOUNT PAYABLE UPON SIGNING IN LINE 8?

Your total amount payable upon signing will be determined by adding the amounts from lines 1, 2, 3, 4, 5, 6 and 7. You are responsible for entering the amounts on lines 1, 2, 3, 5, 6 and 7.

9. HAS THE LICENSE AGREEMENT BEEN SIGNED?

Please sign and provide the information requested at the bottom of the agreement.

10. HAVE YOU ENCLOSED A CHECK?

Please enclose a check or money order drawn on a United States bank and payable in U.S. Funds for the amount shown to be due upon signing [Line 9]. Please make all checks or money orders payable to R&H Theatricals.

11. MAKE CERTAIN ALL YOUR NEEDS ARE CLEARLY INDICATED ON YOUR LICENSE AGREEMENT.

After your agreement has been processed, each amendment is subject to a \$25.00 handling fee.

12. QUESTIONS???

Call us if you have any questions in filling out the license agreement. We will be more than happy to assist you. Our customer service phone number is 212-564-4000.

Our very best wishes for a successful production!

Forward one copy of the signed License Agreement along with any attached riders and your check or money order to:

R&H THEATRICALS Attn: Accounts Receivable 229 West 28th Street, 11th Floor New York, NY 10001

Visit our website at www.rnh.com

Kelly Atwood Wenatchee High School 1101 Millerdale Wenatchee, WA 98801



"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 atterney-review-and approval, Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval.

All contracts require school board approval.

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

Date	New <u>or</u> Renewal <u>or</u> Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?	Attorney Review Required?
01/11/16	New to this grant. Renewal of on-going evaluation services with Dr. Gordon.	The Gordon Group	Required external evaluation of 21st Century Community Learning Center grant (Cohort 12)	\$4,000 Budget Code 5205 27 7000 000	9/1/2015 to 8/31/2016	C. Griffin-Bugert I have read this contract and recommend it for board approval. Initial I. 15. 2016 Date	160	yes	

Federally Funded Agreements for Professional Services:

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

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

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

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

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

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

Agency Contact Info	rmation (who & where contract needs to be mailed to for s	igning):	Contract Details (Give a brief description of the contract):
Agency Name	The Gordon Group		Dr. Janet Gordon will provided REQUIRED evaluation services for the new (Cohort 12) 21st Century Community Learning Center grant.
Attention:	Dr. Janet Gordon		We have contracted with Dr. Gordon since 2009 to provide
Street address or PO Box	905 Cooper Gulch Road		evaluation services on a variety of grants.
City, State, Zip Code	Manson, WA 98831		Lincoln, Lewis + Clark
Email Address	10janetgordon@gmail.com		*
Phone Number	509-860-5273		
Reviewed by Attorney	R	Requires Edits?	
	Signature		Rev 08/18/15

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN

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

AND

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

Wenatchee School District, on behalf of the Wenatchee 21st Century Community Learning Center grant (Cohort 12), and Dr. Janet Gordon do mutually agree as follows:

DUTIES OF THE CONSULTANT AND DURATION

Consultant shall perform the following duties:

A. The general objective of this contract shall be:

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

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

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

Current contract period is 9/1/2015 to 8/31/2016 for \$3,500.00 (21st CCLC Cohort 12). Travel will be reimbursed by Wenatchee School District not to exceed \$500.00.

Signature Signature	Date .	12/11/2015
Signature	Date _	



Purchase Order Requisition

Name:	Carolyn Griffin-Bugert	Phone: 662-7745 ext 21517
Position:	Grant Coordinator	E-mail: griffin-bugert.c@wenatcheeschools.org
Dept/Bldg:	Lincoln and Lewis and Clark	
Approval:	Carol GM-Bright	FISCAL YEAR: 2015 - 2016
Budget #:	5205 27 7000 000	

Detailed Description	Item Number	QTY	Unit Price	Total
Data analysis and evaluation services for 21st Century		1	\$3,500.00	\$3,500.00
Community Learning Center grant. This is a REQUIRED			\$0.00	\$0.00
component of the grant. Cohort 12.			\$0.00	\$0.00
			\$0.00	\$0.00
Mileage expenses not to exceed \$500		1	\$500.00	\$500.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
2 2 2			\$0.00	\$0.00
Comments/Special Instructions:			Sub-Total	\$4,000.00
			Tax (0.084%)	5 a
			Shipping (10%)	
			TOTAL	\$4,000.00

			TOTAL	\$4,000.00
SHIP TO:		VENDOR:		
Company:	Wenatchee School District	Company:	The Gordon Group	o, Dr. Janet Gordon
Address:	1001 Circle Street	Address:	905 Cooper Gulch	Road
City, State, Zip:	Wenatchee, WA 98801			
Contact:	Kathryn Marquis, Shipping/Receiving Supervisor	City, State, Zip:	Manson, WA 988	31
Phone:	1-509-663-1448	Phone:	509-860-5273	
MARK FOR:		Attention:	Dr. Janet Gordon	
		Fax:		

Website:

Date: 16-May-13

Page 1 of 1

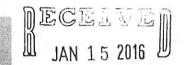
SAM Search Results
List of records matching your search for:
Functional Area: Entity Management
Record Status: Active, Inactive
Entity Name: Gordon Group

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

No Search Results



"Federal" Contract Cover Sheet



Request Board Approval

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

All contracts require school board approval.

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

Date	New <u>or</u> Renewal <u>or</u> Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?	Attorney Review Required?
01/11/16	Renewal	The Gordon Group	Required external evaluation of 21st Century Community Learning Center grant (Cohort 10)	\$8,000 Budget Code 5206 27 7000 000	9/1/2015 to 8/31/2016	C. Griffin-Bugert I have read this contract and economend it for board approval. Initial ZOIL Date	8	yes	

Federally Funded Agreements for Professional Services:

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

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

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

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

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

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

Agency Contact Info	rmation (who & where contract needs to be mai	led to for signing):	Contract Details (Give a brief description of the contract):
Agency Name	The Gordon Group		Dr. Janet Gordon provided REQUIRED evaluation services for the 21st Century Community Learning Center grant. We have
Attention:	Dr. Janet Gordon		contracted with Dr. Gordon since 2009.
Street address or PO Box	905 Cooper Gulch Road		
City, State, Zip Code	Manson, WA 98831		Orchard, Pioneer, Columbia, Mission View
Email Address	10janetgordon@gmail.com		
Phone Number	509-860-5273		
Reviewed by Attorney		Requires Edits?	
	Signature		Rev 08/18/15

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN

Wenatchee School District
235 Sunset Avenue
AND
905 Cooper Gulch Rd.
Wenatchee, WA. 98801
(509) 663-8161
(509) 860-5273

Wenatchee School District, on behalf of the Wenatchee 21st Century Community Learning Center grant (Cohort 10), and Dr. Janet Gordon do mutually agree as follows:

DUTIES OF THE CONSULTANT AND DURATION

Consultant shall perform the following duties:

A. The general objective of this contract shall be:

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

- 1) Develop data collection timeline, spreadsheets and other electronic and hard-copy materials to assist the Director, Activity Coordinators, and teachers in collecting evaluation data linked to project outcomes.
- 2) Develop research-based instruments to measure effects of 21st Century After-School Program on intended audience (students, parents, etc.).
- 3) Perform analysis of institutional and survey data linked to program goals, objectives and outcomes documented in the evaluation plan.
- 4) Perform external evaluator YPQA observations.
- 5) Present interim and annual formative/summative evaluation reports to leadership committee for review.
- 6) Attend applicable 21st Century grant OSPI meetings for evaluators.
- 7) Complete final 21st CCLC Cohort 10 evaluation report, submit for internal review and submit to OSPI in a timely manner.

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

Current contract period is 9/1/2015 to 8/31/2016 for \$7,500.00 (21st CCLC Cohort 10). Travel will be reimbursed by Wenatchee School District not to exceed \$500.00.

Signature	Dr. Janet Hordon	Date	12/11/2015
Signature		Date_	



Purchase Order Requisition

Name:	Carolyn Griffin-Bugert	Phone: 662-7745 ext 21517
Position:	Grant Coordinator	E-mail: griffin-bugert.c@wenatcheeschools.org
Dept/Bldg:	OMS/Pio/MV/Col	
Approval:	Carof GM Bugut	FISCAL YEAR: 2015 - 2016
Budget #:	5296 27 7000 000	

Detailed Description	Item Number	QTY	Unit Price	Total
Data analysis and evaluation services for 21st Century		1	\$7,500.00	\$7,500.00
Community Learning Center grant. This is a REQUIRED			\$0.00	\$0.00
component of the grant. Cohort 10.			\$0.00	\$0.00
			\$0.00	\$0.00
Mileage expenses not to exceed \$500		1	\$500.00	\$500.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Comments/Special Instructions:			Sub-Total	\$8,000.00
			Tax (0.084%)	
			Shipping (10%)	
			TOTAL	\$8,000.00

			TOTAL	\$8,000.00
SHIP TO:		VENDOR:		
Company:	Wenatchee School District	Company:	The Gordon Group	o, Dr. Janet Gordon
Address:	1001 Circle Street	Address:	905 Cooper Gulch	Road
City, State, Zip:	Wenatchee, WA 98801			
Contact:	Kathryn Marquis, Shipping/Receiving Supervisor	City, State, Zip:	Manson, WA 988	31
Phone:	1-509-663-1448	Phone:	509-860-5273	
MARK FOR:		Attention:	Dr. Janet Gordon	
		Fax:		
		Website: Date: 16-May-13		Page 1 of 1

SAM Search Results

List of records matching your search for:
Functional Area: Entity Management
Record Status: Active, Inactive
Entity Name: Gordon Group

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

No Search Results



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 <u>or</u> Renewal <u>or</u>	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
01/15/16	Revision New	La Nueva - KWLN	Spanish Radio Program	\$2,200 Budget Code 5300-27-7000-000	Jan - Jun 2016	I have read this contract and recommend it for board approval. Market Market		Yes	This is decided at the district office.

01/15/16	New	La Nueva - KWLN	Spanish Radio Program	\$2,200 Budget Code 5300-27-7000-000	Jan - Jun 2016	I have read this contract and recommend it for board approval. N Initial Is Is Date	1305	Yes	This is decided at the district office.
Agency Co	ontact Info	rmation (who & where con	ntract needs to be mailed to fo	r signing):		ails (Give a brief d s is a revision, w			
Agency Nam Attention: Street addre City, State, Z Email Addre Phone Num	ess or PO Box Zip Code ess ber	Wenatchee, WA 98807 magali.gomez@alphamediausa 509-663-5186	id requirements as	- - - - -	Special Program our Spanish spe	ns weekly live radio sho aking families.	ow to promo	te district e	vents with
	De sure	outlined in RCW	28A.335.190]					
Reviewed	by Attorney	Signature		Requries Edits? —					Rev 11/02/201





THE GOAL:

An on-going campaign to demonstrate the commitment to the community. AS A NON-PROFIT ORGANIZATION YOU WILL GET A SPECIAL RATE.

OPTION A) 11 - 30 minutes live segment \$200 per segment

Match

11 - 30 minutes live segment at no cost

Total amount investment \$ 2,200

OPTION B) 11-60 minutes live segment \$350 per segment

Match

11 - 60 minutes live segment at no cost

Total amount investment \$ 3850

January 2016 - June 2016

Wenatchee School District	Date:

MAGALI GOMEZ (509) 663-5186 magali.gomez@alphamediausa.com



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.

Date	New <u>or</u> Renewal <u>or</u> Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	Penuired?	Attorney Review Required
النابع	New	Honeywell Inernational Inc.	Fire Alarm System Training: Technician: Jeff Schoonover	Purious Code	Upon Signature	David W. Yancey	W.		
				Budget Code		and recommend it for board approval. Initial J4 Jan 16		Upon	
				9779 72 7007 000				Training	This is decided at the district office.
			<u> </u>						
Agency Co	ontact Infor	mation (who & where con	Contract Details (Give a brief description of the contract):						
					If this	s is a revision, w	hat has	changed	l?
Agency Nam	ne	Absco Solutions							

Agency Contact Info	rmation (who & where contract needs to be mailed to for	9779 72 7007 000 signing):	This is decided at the district office. Contract Details (Give a brief description of the contract): If this is a revision, what has changed?			
Agency Name Attention:	Absco Solutions Julie Aspnes					
Street address or PO Box	PO Box 2246					
City, State, Zip Code Email Address	Lynwood, WA 98036 julie.aspnes@abscosolutions.com	,	Because of the proprietory requirements of the Honeywell/Gamewell fire alarm system, we are required to enter a training agreement with the			
Phone Number	(425) 771-1166		company and the sponsoring entity (ABSCO Solutions) in order to be trained and have access to panel programming and software. Once trained, we will be able to manage and upgrade in-district when/where required.			
	to follow state bid requirements as outlined in RCW 28A.335.190					
Reviewed by Attorney	Signature	Requries Edits?	•			



by Honeywell

Training Agreement

This Training Agreement ("Agreement") is made between Honeywell International Inc. acting through its Gamewell-FCI business and Absco Solutions, having its place of business at Wenatchee School District(Company-Being Trained) ("Licensee").

WHEREAS, Licensee wishes to obtain access to specific Gamewell-FCI software and other information in order to enable Licensee to perform certain maintenance and programming functions on Licensee's Gamewell-FCI fire system; and

WHEREAS, Gamewell-FCI is willing to provide such software and other information to Licensee on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and other consideration given hereunder, the sufficiency of which is expressly acknowledged, the parties agree as follows:

- 1. Provision of Information. Subject to Licensee's compliance with the terms and conditions set forth herein, Gamewell-FCI will disclose to Licensee the software and related instructional manuals and other information to enable Licensee to perform certain maintenance and programming functions on its Gamewell-FCI fire system. Licensee shall use information disclosed hereunder for the limited purpose of performing certain maintenance and programming functions on Licensee's Gamewell-FCI fire system and for no other purpose.
- <u>Licensee Requirements.</u> Licensee agrees that all maintenance and programming functions on its Gamewell-FCI fire system will be performed by or under the supervision of qualified personnel under the direct employ of Licensee. Qualifications shall be by at least one of the following:
 - 1) A licensed electrician
 - 2) A Technician NICET-Certified in Fire Alarm Level 2 or higher
 - 3) A Technician with at least five (5) years of experience with fire alarm systems.

In addition, Licensee agrees to maintain a relationship with an active Gamewell-FCl Engineered Systems Distributor ("Distributor") which shall be responsible for confirming to Gamewell-FCl upon Licensee's application and annually thereafter that Licensee meets the requirements set forth in this Agreement. Licensee will request technical or other support from said Distributor as necessary and will purchase any parts required for its Gamewell-FCl system through said Distributor.

3. <u>Software License Agreement.</u> Licensee shall abide by the terms of the Program License attached hereto as Exhibit <u>A.</u>

Training Agreement GW-FCI0806

Page 1 of 5

- 4. Training and Licensee Fees. Licensee agrees that prior to obtaining from Gamewell-FCI the software and other information described herein, Licensee shall attend training specifically relating to the Gamewell-FCI E3 Series system. Training is available in Northford CT, or if scheduling permits and at Gamewell-FCI's sole discretion, training may be made available at Licensee's facility. Licensee must renew its training every two-three years. Licensee's one-time fee for obtaining the Program License set forth in Exhibit A is \$1,000. In addition, Licensee shall pay all applicable training costs at the then-current fees charged by Gamewell-FCI for technical training, plus expenses incurred by Gamewell-FCI in connection with training at Licensee's site, if applicable.
- 5. Confidentiality. Licensee shall maintain all information provided to it by Gamewell-FCI under this Agreement or in the training described above in the strictest confidence and shall not disclose it to any third party either before or after termination or expiration of this Agreement. Such information shall be provided only to Licensee's employees who have the need to know it for the purposes described herein and who have agreed to maintain it in confidence and not disclose it to any third party.
- <u>6.</u> <u>Property of Gamewell-FCl.</u> All materials and information furnished to Licensee hereunder or in the training described above shall be and remain the sole property of Gamewell-FCl.
- 7. Termination. In the event that Licensee fails to comply with any term or condition of this Agreement or the attached Program License, Gamewell-FCI may provide written notice of such noncompliance to Licensee and Licensee shall then have thirty (30) days to cure such noncompliance. If Licensee is not in compliance with the specified terms or conditions at the conclusion of said thirty (30) day period, this Agreement will terminate. In addition, Gamewell-FCI may terminate this Agreement immediately upon notice in writing to Licensee if Licensee ceases to function as a going concern, a receiver is appointed for its assets, or any proceedings under any bankruptcy or insolvency law are brought by or against Licensee. Upon termination of this Agreement, Licensee shall immediately return to Gamewell-FCI all software, materials, documents or other information obtained by it from Gamewell-FCI. Any provisions of this Agreement which by their meaning and intent would reasonably be assumed to survive the termination or expiration of this Agreement shall so survive.
- 8. <u>Limitation on Representations.</u> In addition to and not in lieu of any exclusions and limitations of warranty set forth in Gamewell-FCl's limited warranty, Gamewell-FCl makes no warranty or representation with respect to any customization, modification or alteration made to its products or software by Licensee or any other person; makes no warranty or representation regarding any function or component that has been so customized, modified or altered; and makes no warranty or guarantee that the software or other information provided hereunder is usable for any specific purpose.
- 9. Assumption of Risk; Indemnification. Licensee expressly acknowledges that any maintenance, programming or other work it performs on its Gamewell-FCI fire system is at its sole risk. Licensee agrees to defend, indemnify and hold harmless Gamewell-FCI and its officers, directors, employees, agents and representatives from and against all losses, costs, expenses, claims or causes of action (including reasonable attorney's fees) arising out of or relating to any customization, modification or alteration of any Gamewell-FCI product, system or software by Licensee or any other party or any use of an Gamewell-FCI product, system or software that has been so altered.

- 10. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ANY DAMAGES RESULTING FROM A LOSS OF GOODWILL, ANY PENALTIES OF ANY KIND, OR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, WHETHER OR NOT FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS AGREEMENT, OR THE PERFORMANCE OR BREACH HEREOF. THE LIABILITY OF GAMEWELL-FCI FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH HEREOF SHALL UNLESS OTHERWISE STATED IN THIS AGREEMENT NOT EXCEED THE AMOUNT PAID TO GAMEWELL-FCI OR ITS DISTRIBUTOR BY LICENSEE WITH RESPECT TO THE SALE OF THE SPECIFIC PRODUCT OR PRODUCTS CITED IN SUCH CLAIM.
- 11. <u>Assignment.</u> Neither this Agreement nor any right granted hereunder shall be assignable by Licensee voluntarily or by operation of law and any such attempted assignment shall be null and void.
- 12. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of laws principle.

IN WITNESS WHEREOF, the below parties have executed this Training Agreement as of the latest of the dates set forth below.

HONEYWELL INTERNATIONAL INC.	(LICENSEE)		
Ву:	BY:		
Name:	Name:		
Title:	Title:		
Date:	Date:		



by Honeywell

EXHIBIT A PROGRAM LICENSE

1. Definitions. The following terms, as used in this Exhibit, shall have the following meanings:

"Programs" shall mean all computer programs in machine readable form furnished by Honeywell International Inc. acting through its Gamewell-FCI business ("Manufacturer") to Licensee pursuant to this Training Agreement and any supplement to this Training Agreement, including related supporting materials in machine readable, printed or other form, and any other updates, improvements or revisions to the foregoing which are furnished by Manufacturer to Licensee;

"Licensed Programs" shall mean the Programs which are owned by or licensed to Manufacturer and are licensed under this Training Agreement to Licensee;

"Sublicensed Programs" shall mean any Programs which are owned by a third party and sublicensed under this Training Agreement by Manufacturer to Licensee;

"Designated Equipment" shall mean each unit designated with a single serial number, if applicable, (i) on Manufacturer's invoice evidencing the sale of such unit to Licensee or Manufacturer's distributor, together with all associated equipment sold to Licensee or Manufacturer's distributor by Manufacturer and shown on such invoice, or (ii) in a separate written agreement between the Manufacturer and the Licensee or Manufacturer's distributor.

"Use" shall mean the copying of all or any portion of the Programs from storage units or media into equipment or the use of any Programs in the course of the operation of any equipment or in support of the use of any equipment or Program.

- 2. License. Manufacturer hereby grants, and Licensee hereby accepts, a non-exclusive license subject to the terms and conditions of this Training Agreement to use each Licensed Program and Sublicensed Program on, but only on, the Designated Equipment on which the Licensed Program or Sublicensed Program is first installed. The owner of each Sublicensed Program shall have the right to enforce the terms and conditions of this license against Licensee.
- 3. Access Code. Licensee hereby agrees to provide to Manufacturer at Manufacturer's request any access code, password, configuration programming and any associated documentation created by or for the Licensee. Licensee hereby grants to Manufacturer a fully paid-up, royalty-free, perpetual, irrevocable, worldwide license to copy, modify, distribute, display or use any access code, password, configuration programming and any associated documentation created by or for the Licensee.
- 4. Title to Programs. Title to, and ownership of, the Programs, including all patents, copyrights and property rights applicable thereto, shall at all times remain solely and exclusively with Manufacturer or the owner of the Sublicensed Program, as the case may be, and Licensee shall not take any action inconsistent with such title and ownership.

- 5. Protection of Programs. Licensee acknowledges that Manufacturer and the respective owners of the Sublicensed Programs have proprietary interests in the Licensed Programs and the Sublicensed Programs, respectively, and Licensee shall hold such Programs in confidence. Licensee shall not, without the prior written consent of Manufacturer, disclose or otherwise make available such Programs in any form to any person, except to Licensee's own employees for use on Designated Equipment. The Programs may not be copied or modified, in whole or in part, without the prior written consent of Manufacturer. Licensee shall not remove or obscure any copyright, patent, trademark, trade secret or similar notice affixed to any Program and shall reproduce and affix such notice on any copies or modifications of the Programs permitted by Manufacturer. Under no circumstances will the source codes for the Programs be disclosed by Licensee. Licensee shall take appropriate action, by instruction, agreement or otherwise, with respect to any persons permitted access to the Programs in order to enable Licensee to satisfy its obligations hereunder.
- 6. Transfer. The license of the Programs granted under this Training Agreement is non-transferable.
- 7. Terms of License. Manufacturer may terminate any license of the Programs granted under this Training Agreement by written notice to Licensee if Licensee fails to comply with any of the terms or conditions of this Training Agreement. The obligations of Licensee under Section 5 above shall survive the termination of any such license. The obligations and license set forth under Section 3 shall survive the termination of this Training Agreement.
- 8. Injunctive Relief; Indemnification. Since an unauthorized use or transfer of the Programs, or any information contained in the Programs, will substantially diminish the value to Manufacturer of the trade secrets and proprietary rights that are the subject of this Training Agreement, if Licensee breaches any of its obligations under this Training Agreement, Manufacturer shall (without limiting its other rights or remedies) be entitled to equitable relief (including but not limited to injunctive relief) to protect its interests. Licensee shall indemnify and hold harmless Manufacturer for any losses or damages which Manufacturer may suffer as a result of any unauthorized duplication, use, transfer or disclosure of the Programs caused by the acts or omissions of Licensee.
- 9. Patent and Copyright Indemnification. At its expense, Manufacturer will defend any action brought against Licensee and pay all of Licensee's reasonable expenses and damages including attorney's fees, for any claims that the Programs, used within the scope of the license granted under this Training Agreement, infringe a patent or copyright. Licensee must notify Manufacturer promptly in writing of the action (and all prior claims relating to such action) and give Manufacturer sole control of the defense and all negotiations for its settlement or compromise. If the Programs become, or in Manufacturer's opinion are likely to become, the subject of a patent or copyright infringement claim, Manufacturer may at its option either secure Licensee's right to continue using the Programs, replace or modify the Programs to make them noninfringing, or, if neither of the foregoing alternatives is reasonably available, discontinue the Programs upon one month's written notice. Manufacturer shall have no liability for any claim of copyright or patent infringement based on (i) use of other than a current unaltered release of the Programs available from Manufacturer if such infringement would have been avoided by the use of the current unaltered release of the Programs, or (ii) use or combination of Programs with software, data or equipment not supplied by Manufacturer. THIS SECTION CONSTITUTES MANUFACTURER'S SOLE LIABILITY, AND LICENSEE'S SOLE RECOURSE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY INFRINGEMENT OR OTHER VIOLATION OF INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE PROGRAMS.

Gamewell-FCI

16 Southwest Park ♦ Westwood, MA 02090 ♦ Phone: 781-471-3000 ♦ Fax: 781-471-3099

website: www.gamewell-fci.com

Training Agreement GW-FCI0806

Page 5 of 5



RECOGNITIONS



235 Sunset Ave

P.O. Box 176

Wenatchee, WA 98807-1767

(509) 663-8161

FAX (509) 663-3082

January 26, 2016

On December 4, 2015, the National Board for Professional Teaching Standards publicly announced the latest class of National Board Certified Teachers. I am proud to announce that Wenatchee School District has five (5) new National Board Certified teachers, and three (3) of our certified teachers successfully renew their certification.

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

Renewal of Certification

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

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

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

Wenatchee School District now has 86 National Board Certified teachers.

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

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

Please join us to celebrate their great success.

Lisa Turner, PHR

Executive Director of Human Resources



OVERNIGHT / OUT OF STATE FIELD TRIP REQUESTS

Wenatchee School District 246

January 26, 2016

To: Board of Directors

From: Brian Flones Superintendent

- - F

Prepared

By: Jodi Smith Payne

Assistant Superintendent of Learning and Teaching

Re: Learning and Teaching

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

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

Group Name: Wenatchee High School FBLA 9-12

Date of Trip: April 20-23, 2016

Purpose: FBLA State Leadership Conference

Number of Students: 14 students/2 adults Location: Spokane, WA

Means of Funding: ASB: \$1,700.00 / DIST. PROGRAM: \$2,500.00

Approx. Cost: \$4,200.00

Supervision: Susan Sears + Student

Group Name: Wenatchee High School FBLA 9-12

Date of Trip: June 28 – July 3, 2016

Purpose: FBLA National Leadership Conference

Number of Students: 5 students/2 adults

Location: Atlanta, GA

Means of Funding: ASB: \$1,700.00 / PARENT AMT: \$300.00

Approx. Cost: \$2,000.00

Supervision: Susan Sears + Student

Group Name: Wenatchee High School CTE/Sports Medicine

Date of Trip: April 22-23, 2016

Purpose: 2016 Washington Career & Technical Sports Medicine State

Symposium and Competition

Number of Students: 30 students/3 adult Location: Kennewick, WA

Means of Funding: DIST. Program: \$4,000.00 / PARENT AMT: \$1,000.00

Approx. Cost: \$5,000.00

Supervision: Dale Blair + Students



FACILITY PROJECTS UPDATES



Date: January 20th, 2016

To: Board of Directors

From: Lindee Akers

Re: Facilities Update

MEMORANDUM

David Zeitlin's financial report for the board will not be ready for this board packet. If it is complete before the board meeting I will post it on the Moodle and send it in an email. Let me know if you have any questions.

Thank you, Lindee



DISTRICT POLICY UPDATES

1/26/16

2000 Series Review

Policy	Title	WSSDA Action	WSD	Key Changes	Board Decision
2090	Program Evaluation	Revise	Yes	Minor changes in wording, added/replaced reference + Change "shall" to "will"	
2125	Sexual Health Education	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2126	HIV/AIDS Prevention Education	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2153 2153P	Noncurriculum-Related Student Groups	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2331	Controversial Issues/Guest Speakers	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2333	Flag Exercises	Revise	Yes	Minor changes in wording + Change "shall" to "will"	
2336	Required Observances (Veterans' Day, Constitution Day, Temperance and Good Citizenship Day	Revise	Yes	Added Disability History Month, sentence explaining Disability History Month, deleted/added references and resources	
2340	Religious-Related Activities and Practices	Revise	Yes	Minor changes in wording + Change "shall" to "will" + Change "shall" to "does" in 2 nd paragraph of section A. - Deleted end of last sentence in first paragraph	
2409	Credit for Competency/Proficiency	Revise	Yes	Added cross reference and resource	
2409P			191	Minor changes in wording + Change "may" to "will"	

INSTRUCTION

PROGRAM EVALUATION

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

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

The district will utilize a variety of assessment processes to:

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

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

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

INSTRUCTION

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

Management Resource: Policy News, October 2007 Elimination of Outdated and Obsolete Polcies

Policy News, December 2000 Portions of HB 1209 Take Effect

Adoption Date: February 13, 2002

Wenatchee School District

Revised: 12.99; 12.00; 10.07; 12.11; <u>12.12</u>, **3/12/15** Classification: Essential

SEXUAL HEALTH EDUCATION

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

Sexual health education instruction offered by the district shall will be medically and scientifically accurate, age appropriate, appropriate for students regardless of gender, race, disability status, or sexual orientation and include information about abstinence and other methods of preventing unintended pregnancy and sexually transmitted diseases. Abstinence will not be taught to the exclusion of other instruction on contraceptives and disease prevention. The district's sexual health education program shall will be consistent with the 2005 Guidelines for Sexual Health Information and Disease Prevention developed by the Department of Health and the Office of Superintendent of Public Instruction.

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

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

Management Resources:

Policy News, February 2009 Healthy Youth Act
Policy News, August 2007 Sex Education Curriculum and Instruction

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

Policy: 2125P Instruction

Sexual Health Education

All instruction and materials for the district's sexual health education program, will meet the following criteria:

- Medically and scientifically accurate;
- B. Age appropriate;
- Appropriate for students regardless of gender, race, disability status or sexual orientation;
- D. Consistent with the <u>Guidelines for Sexual Health Information and</u> <u>Disease Prevention</u>;
- E. Include instruction about abstinence; and
- F. Include instruction about contraceptives and other methods of disease prevention.

Definitions

The district's program will provide sexual health education as defined by the Healthy Youth Act.

- A. **Sexual health education:** The Healthy Youth Act defines sexual health education as:
 - 1. The physiological, psychological and sociological developmental processes experienced by an individual;
 - 2. The development of intrapersonal and interpersonal skills to communicate respectfully and effectively to reduce health risks and choose healthy behaviors;
 - Health care and prevention resources;
 - 4. The development of meaningful relationships and avoidance of exploitative relationships; and
 - 5. Understanding of the influences of family, peers, community and the media throughout life on healthy sexual relationships.

B. **Medically and scientifically accurate:**

The Healthy Youth Act defines medically and scientifically accurate as information that is verified or supported by research in compliance with scientific methods, is published in peer review journals, where appropriate, and is recognized as accurate and objective by professional organizations and agencies with expertise in the field of sexual health including but not limited to, the American College of Obstetricians and Gynecologists, the Washington State Department of Health (DOH) and the Federal Centers for Disease Control and Prevention.

C. **2005** Guidelines for Sexual Health Information and Disease Prevention:

This publication, prepared by the DOH and the Office of Superintendent of Public Instruction (OSPI), provides the fundamental framework for establishing a medically and scientifically accurate sexual health education program for students. A copy of the <u>Guidelines</u> for Sexual Health Information and Disease Prevention is located on the DOH and OSPI Web sites.

Adoption of a Sexual Health Education Program

School districts will involve parents and community groups in the planning, development, evaluation and revision of any instruction in sexual health education offered as a part of the school program.

The district must ensure that all instructional materials are medically and scientifically accurate. The DOH is available to provide technical assistance in determining medical and scientific accuracy. When choosing curriculum, district staff may examine the list of materials reviewed for medical and scientific accuracy that are located on the DOH website at www.doh.wa.gov.

In determining curriculum, the district staff may review the OSPI's list of commonly used sexual health education curricula that were reviewed for their alignment with the guidelines. Although the list is not exhaustive, the list is updated annually and is posted on the OSPI website at www.k12.wa.us. Staff may also apply the OSPI Sexual Health Education Alignment tool to curriculum under consideration as a resource in assessing the curriculum. Ultimately, the district's sexual health education program will ensure that in the K-12 life of a child, the sexual health education program is consistent with the <a href="https://www.google.googl

For technical assistance, staff may contact the Health and Sexuality Education Program supervisor at the OSPI.

Parental/Guardian Notification Process

One month prior to teaching a program in sexual health education, each school will provide written notice to parents of the planned instruction.

Parent/Guardian Material Review Process

One month prior to providing instruction in sexual health education, the district will notify parents that all instructional materials are available to parents/guardians for inspection. The materials will include written materials and electronically formatted materials. The opportunity for inspection will be provided at a time and place convenient for parent/guardian participation such as evenings or weekends.

Excluding Student from a Program/Opt-Out

A parent/guardian who wishes to have a student excused from planned instruction in sexual health education must file a written request with the board of directors or its designee, at least (insert here the number of days) days prior to the planned instruction. The district will make the appropriate opt-out form available. Excused students will be provided with appropriate alternative educational opportunities. Sample notification and opt out letters are available from OSPI.

Adoption Date: Classification:

Revised Dates: 10/15/15

HIV/AIDS PREVENTION EDUCATION

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

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

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

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

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

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

Cross References: Board Policy 3414 Infectious Diseases

Board Policy 2125 Health, Family Life and Sex Education

Legal References: RCW 28A.230.070 AIDS Education in public schools

RCW 28A.300.475 Medically accurate sexual health education 70.24.250 Repository and Clearing House for AIDS Education and Training Materials

Management Resources:

Policy_News, December 2008 HIV/AIDS Prevention Education

Adoption Date: 08.10.98 Wenatchee School District

Revised: 1.25.11

Revised: (List new date revised by Board)

NONCURRICULUM-RELATED STUDENT GROUPS

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

The principal <u>shall</u> will approve the non-curriculum-related student meeting or activity provided that:

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

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

Cross References: Board Policy 2150 Co-curricular Program

Legal References: 20 U.S.C. 4071-4074 Equal Access Act

Wash. Const. Art. I, § 11 Wash. Const. Art. IX, § 4

Adoption Date: August 10, 1998

Wenatchee School District Revised: 01.25.11, 3/12/15

INSTRUCTION NON-CURRICULUM-RELATED STUDENT GROUPS

A group of students who wish to conduct a meeting on school premises during noninstructional time shall will submit a request to the school principal at least five school-business days prior to the desired meeting date. The principal will grant or deny the request at least two school-business days prior to the scheduled date.

The application shall provide:

- A. The name of each student who is making the request,
- B. The name of the monitor of the proposed group (if any),
- C. A description of the proposed meeting along with its stated purpose,
- D. The name(s) and affiliations of non-students (if any) who will be invited,
- E. Statements that:
 - 1. Students shall will be voluntarily attending the meeting,
 - 2. Any non-students shall will not be directing, conducting, controlling or regularly attending future meetings and/or activities,
- F. The time and frequency of meetings for the proposed group. 8/10/98 1/25/11

Adoption Date: 8/10/98

Classification:

Revised Dates: 1/25/11, 3/12/15

CONTROVERSIAL ISSUES/GUEST SPEAKERS

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

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

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

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

Adoption Date: 08.10.98 Wenatchee School District Revised: 11.23.10, 3/11/15

FLAG EXERCISES

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

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

Legal References:

RCW 28A.230.140

United States flag — Procurement,

display, exercises — National anthem — Noncompliance, penalty

Management Resources:

Policy News, August 2001

A Few Civil Liberty Reminders

Policy News, December 1999 Students and ACLU raise flag issue

Adoption Date: 01.28.02 Wenatchee School District Revised: 11.23.10, 3/11/15

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

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

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

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

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

Educational activities in observance of Legal References: RCW 28A.230.160

Veteran's Day

Temperance and Good Citizenship Day RCW 28A.230.150

Aids in programming

RCW 28A.230.158 **Disability History Month activities** RCW 28A.230.160 Educational activities in observance of

Veterans' Day

Constitution and Citizenship Day 36 U.S.C. 106

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

Policy News, August 2006 Constitution Day Recognition

Adoption Date: 08.10.98 Wenatchee School District Revised: 01.25.11, 3/11/15

RELIGIOUS-RELATED ACTIVITIES AND PRACTICES

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

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

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

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

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

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

- D. Religious groups may rent school facilities under the policy providing for facilities rental. Activities of such groups shall will be clearly separated from school sponsored activities so that the school district does not support or appear to support the establishment of religion.
- E. A student may distribute religious literature under the same conditions that other literature may be distributed on the campus provided that such distribution does not intrude on the operation of the school.
- F. Material and/or announcements promoting religion may not be distributed by non-students or on behalf of groups or individuals who are not students.
- G. Religious services, programs or assemblies shall **will** not be conducted in school facilities during school hours or in connection with any school sponsored or school related activity. Speakers and/or programs that convey a religious or devotional message are prohibited. This restriction does not preclude the presentation of choral or musical assemblies which may use religious music or literature as a part of the program or assembly.
- H. Musical, artistic and dramatic presentations which have a religious theme may be included in course work and programs on the basis of their particular artistic and educational value or traditional secular usage. They shall will be presented in a neutral, non-devotional manner, be related to the objective of the instructional program, and be accompanied by comparable artistic works of a nonreligious nature.
 - Since a variety of activities is included as part of a holiday theme, care must be exercised to focus on the historical and secular aspects of the holiday rather than its devotional meanings. Music programs shall will not use the religious aspect of a holiday as the underlying message or theme. Pageants, plays and other dramatic activities shall will not be used to convey religious messages. Religious symbols such as nativity scenes, if used, shall will be displayed in conjunction with a variety of secular holiday symbols so that the total presentation emphasizes the cultural rather than religious significance of the holiday.
- A student, upon the request of a parent, may be excused to participate in religious instruction for a portion of a school day provided the activity is not conducted on school property. (Credit shall will not be granted for such instruction.)
- J. Upon receipt of a parent(s) request, a student shall will be excused from attending school in observance of a religious holiday.
- K. Students may wear religious attire or symbols provided they are not materially and substantially disruptive to the educational process.
- L. As a matter of individual liberty, a student may of his/her own volition engage in private, non-disruptive prayer at any time not in conflict with learning activities. School staff shall will neither encourage, or discourage a student from engaging in non-disruptive oral or silent prayer or any other form of devotional activity.
- M. Commencement exercises shall will be free from sectarian influence, including invocations and benedictions.
- N. There shall will be no school sponsorship of baccalaureate services. Interested parents and students may plan and organize baccalaureate exercises provided that the service is not promoted through the school and staff, and student participation is voluntary.

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

Cross References:	Board Policy 2153	Noncurriculum-related Student Groups
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Board Policy 3122	Student Absences
Board Policy 3220	Freedom of Expression
Board Policy 3223	Freedom of Assembly
	~ • -

Board Policy 4220	Complaints Regarding Staff or Program
Board Policy 4237	Contests, Advertising and Promotions

Board Policy 4235	Public Performances
Board Policy 4260	Use of School Facilities

Legal References: U.S. Constitution First Amendment, Fourteenth

Amendment

Wash. Constitution Art. I, § 11

Wash. Constitution Art. 9, Sec. 4 and Art. 26

RCW 28A.600.025 Student rights of religious expression —

Duty of superintendent of public instruction to inform school districts

WAC 392-400-227 School district rules defining students'

religious rights

Adoption Date: 02.25.02 Wenatchee School District Revised: 11.23.10, 3/11/15

CREDIT FOR COMPETENCY/PROFICIENCY

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

World Languages

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

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

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

Cross References:

2410 – High School Graduation Requirements

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

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

Management Resources:

2010 - August Issue

Adoption Date: 01.25.11 Wenatchee School District

Revised: 3/11/15

World Languages Credit for Competency/Proficiency

A. Definition:

For purposes of this procedure, a world language is defined according to the definition used by the Higher Education Coordinating Board as "[a]ny natural language that has been formally studied [...], including American Sign Language (AMESLAN, the language of the deaf community), and languages no longer spoken, such as Latin and ancient Greek. However, neither computer 'languages' nor forms of deaf signing aside from AMESLAN are acceptable."

B. Demonstrating Competency/Proficiency in a World Language

The district will manage the assessment process so that students seeking competency based credit can demonstrate competency/proficiency across language skills. Assessments will be aligned to the American Council on the Teaching of Foreign Languages (ACTFL) Proficiency Guidelines in order to ensure consistency across languages. The district will select the appropriate assessment instrument(s) from the following:

- Standards-based Measurement of Proficiency (STAMP) in reading, writing, and speaking
 (and listening, if available) for all languages for which it is available (as of 2010, 2011
 Spanish, French, German, Italian, Japanese, Chinese). STAMP is offered by Avant
 Assessment (http://avantassessment.com).
- American Council on the Teaching of Foreign Languages (ACTFL) assessments Oral Proficiency Interview (OPI) or Oral Proficiency Interview Computer Based (OPIc) and Writing Proficiency Test (WPT) — for languages for which STAMP is not available or for which ACTFL assessments are deemed to be more appropriate. ACTFL assessments are offered through Language Testing International (http://www.languagetesting.com).
- Appropriate assessments for American Sign Language such as the Sign Language Proficiency Interview (SLPI).
- For languages that do not currently have any other nationally available proficiency based assessment, the district will work with local language communities and the Office of Superintendent of Public Instruction (OSPI) World Languages Program to develop a collection of evidence process, such as LinguaFolio, that is aligned with ACTFL Proficiency Guidelines.
- The district will use the standards-based measurement of Proficiency (STAMP).

C. Determining Competency and Credit Equivalencies

The district will award one or more credits based on the student demonstrating an overall proficiency level according to the ACTFL Proficiency Guidelines as follows:

Novice Mid – 1 credit (Carnegie Unit)

Novice High – 2 credits

Intermediate Low – 3 credits

Intermediate Mid – 4 credits

Since students may demonstrate varied levels of proficiency across skills, credits will be awarded based on the lowest common level of proficiency demonstrated across the skill areas.

(Example: If a student demonstrated Intermediate Mid level proficiency in Speaking, but Novice Mid in Reading and Writing, then credits would be awarded based on the lowest common level of demonstrated proficiency, i.e. one credit for Novice Mid. The student would not receive individual credits for separate language skills. In this example, the student would not receive four credits for Intermediate Mid in Speaking and one credit each for Novice Mid in Reading and Writing. The total award is one World Language credit.)

D. Offering Testing Opportunities

The district will manage the assessment process so that students have an opportunity to take or retake the assessment(s) required to demonstrate proficiency. Assessments must be offered in a proctored setting with appropriate technology. The district will approve the site(s) where the assessments are offered, which could include individual schools, district buildings, community colleges, universities, educational service districts, or other community settings.

E. Paying for Assessments

The district will set a fee for the assessments to cover administrative costs, test fees, and/or proctoring. Fees may will vary depending on the assessment costs. The district may will offer financial assistance to students who demonstrate need, such as qualifying for free or reduced price lunch. Current fees and financial assistance information are available from

F. Reporting Results

The district will receive official test results for each student participating in the assessment process. The district will provide a letter to the student with a copy of the test results and an indication of how many world language credits, if any, may will be awarded. If requested by the student, the school counselors will record the world language credits earned on the official transcript. Credits will be awarded with a grade of "Pass."

Adoption Date: Date: 8.10; 3.13.12 Revised: 3/11/15



SPECIAL PRESENTATIONS



NEW BUSINESS

Memo

TO: Superintendent Brian Flones and Board of Directors

FROM: Steve D. Smith, Attorney

DATE: January 21, 2016

RE: Real Property Purchase from Port of Chelan County

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

Skills Center Transaction

Key Business Terms

Purchaser:	Wenatchee School District (District)
Seller:	Port of Chelan County (Port)
Property:	57,934 square feet (1.33 acres) See attached survey
Purchase Price:	The price per square foot of the property is \$7/sf. Total price: \$405,544
Earnest Money:	\$8,000
Closing Date:	Within 20 days of contingencies being satisfied.
Restrictions Or Conditions:	District's access off Vineyard Way is for emergency vehicles only. An access easement to the property from Vineyard Way will be as shown in Exhibit A. The District will license or grant a permit to Chateau Faire to retain their vineyard on District property fronting Vineyard Way until the property is developed by the District. Terminable on 120 days notice by District. The Port's license agreement with the District for shared access off Penney Road is to be cancelled. Subject to Restrictive Covenants that apply to existing parcel owned by District recorded at Auditor's File No. 2310462.
Contingencies:	 Boundary line adjustment (BLA) attaching area to be purchased to District's existing lot. Port reserves right to designate common utility corridors and access rights to be shared by owners of the properties involved in the BLA. Simultaneous closing of sales between Port and Shippers Properties, LLC, and between Port

	and CFLP Property, LLC of adjoining properties included in the BLA.
	3. Feasibility period. District has 30 day period to determine feasibility of the property for its intended purpose.
	4. CUP. District has 120 days to obtain an amendment to the existing CUP or for a new CUP, if necessary.
Setback Agreement:	Port and District Agree that landscaping setbacks are 10' for all District property lines.
Sale Costs:	District to pay following costs not to exceed \$10,000:
	1. Recording fee for deed; 2. Reimburse Seller for costs related to preparation of REPSA, costs to prepare easement for emergency access across Port property to Technology Center Way, costs to prepare easement for access to CFLP Property, LLC, cost to prepare amendment to Restrictive Covenants that apply to current lot so that they apply to entire lot, and cost to prepare a landscape license to CFLP Property, LLC to maintain vineyard, and preparation, processing and filing of BLA. District obligated to pay these costs whether sale closed or not, even if failure to close not fault of District.
Landscaping Vacant Property:	Port and District agree the vacant property will be maintained and mowed. It is not necessary for the District to provide landscaping prior to development of the property.
Warranty:	No warranty by Port District. Buying "as is" in its current condition.
Issues:	Port's reservation of right to designate common utility corridor and access rights – too broad; need to define Revision: Par. 8.1 of the REPSA revised to remove the language the stating the Port "reserves" the right to designate

common utility corridors and access rights which will be shared by the present and future owners of the properties involved in the BLA, and inserted language that the Port shall designate the "existing" corridors and access rights shared by the owners of the properties involved in the BLA. Also added language giving the District the right to review and approve the survey before the BLA is filed with the County. 2. Feasibility period of 30 days too short for Phase I Environmental Revision: Feasibility extended to 120 days. (Par. 8.3) 3. What easement does CFLP need across District property for access off Technology Center Way? Revision: Added language to Par. 5.5 defining the location of the easement which will be over the southern 20' of the parcel, extending approximately 76.63' east west from the culdesac at the end of Technology Center Way to the CFLP property.

Board informally indicated agreement with this provision, so not addressed with Port since last Board meeting. (Par. 10.3)

PURCHASE AND SALE AGREEMENT

Chelan County, Washington

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement"), made this date, is by and between WENATCHEE SCHOOL DISTRICT #246, a Washington municipal corporation ("Purchaser"), and the PORT OF CHELAN COUNTY, a Washington municipal corporation, ("Seller"). Individually the Purchaser and Seller may be referred to herein as a "Party" or collectively as the "Parties."

1. <u>Agreement/Property</u>. Seller agrees to sell and Purchaser agrees to purchase Seller's interest in real property located in the county of Chelan, state of Washington and more particularly described and depicted as follows (the "Property"):

See attached Exhibits "A" and "B" for the legal description and depiction, which are incorporated herein by this reference, subject to final approval of the boundary line adjustment described in Section 8, below.

- 2. <u>Earnest Money.</u> Purchaser shall pay to Central Washington Title Services, Inc. earnest money in the amount of Eight Thousand and No/100 Dollars (\$8,000.00), within three (3) business days of the effective date of this Agreement. Earnest money shall be in the form of a check made payable to Central Washington Title Services, Inc. and credited to the purchase price at Closing, as defined herein, except as set forth in Section 10.3.
- 3. <u>Purchase Price</u>. The total purchase price shall be Four Hundred Five Thousand Five Hundred Forty-Four and No/100 Dollars (\$405,544.00 US), payable in cash at Closing, as defined herein.
- 4. <u>Deed</u>. At closing, the Seller shall sign, execute, and deliver a Statutory Warranty Deed for the Property to Purchaser and/or closing agent, subject to those matters set forth in Section 5, below.

5. Title.

- 5.1 The following shall not be considered encumbrances or defects of title, (hereafter "Permitted Exceptions"):
- 5.1.1 Rights reserved in federal patents or state deeds, and zoning, building or use laws, regulations and restrictions applicable to the Property;
- 5.1.2 Existing easements, conditions, restrictions, covenants, and matters of record.

Purchase and Sale Agreement Wenatchee School District #246 012116(PAF1385898.DOC;4/00080.004029/)

- 5.1.3 Matters apparent on or near the Property, including those capable of being discovered by requesting a utility locate.
- 5.1.4 Matters related to an underground natural gas pipeline maintained by Cascade Natural Gas.
- 5.1.5 General real estate taxes, special assessment, or other levies assessed against the Property not due and payable.
- 5.2 Seller shall make available to Purchaser a preliminary commitment for title insurance ("Title Commitment") issued by Central Washington Title Services, Inc., which shall be updated following completion of the boundary line adjustment set forth in Section 8.1, below. Purchaser shall give written notice to Seller within twenty (20) calendar days of Purchaser's actual receipt of the updated Title Commitment of any defects or encumbrances, other than Permitted Exceptions specified in Section 5.1, unless said Permitted Exceptions materially affect the value of the Property or unduly interfere with Purchaser's intended use of the Property, as determined by Purchaser, in Seller's title to which Purchaser objects (the "Objection"). Seller shall exercise reasonable good faith to attempt to remove matters to which an objection is made. If Seller is unable to cure the defects objected to by Purchaser within twenty (20) calendar days after receipt of the Objection, unless the time is extended in writing, then Purchaser may elect, as its exclusive remedy, either to waive such defects, or to terminate this Agreement and receive a refund of the earnest money, subject to the reimbursement for costs set forth below in Section 10.3.
- 5.3 Seller shall deliver to Purchaser at or within a reasonable period following Closing, a standard owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions ("Standard Exceptions"), the exceptions in Section 5.1 (Permitted Exceptions), the exceptions listed in the Title Commitment that Purchaser has accepted pursuant to Section 5.2, if any ("Accepted Exceptions"), and the matters set forth in Sections 5.5, 5.6 and 8.1, below. Seller shall pay the cost of the Title Policy at Closing.
- 5.4 If this transaction does not close, and this Agreement is terminated, the Purchaser shall be responsible for the cancellation or other fee associated with the Title Commitment.
- 5.5 Purchaser acknowledges and agrees that there will be no access across Parcel A of the boundary line adjustment depicted on Exhibit B, except as follows: the southern access to the Property from Technology Center Way shall be gated and for emergency purposes only. The Parties shall sign an easement, at Closing, memorializing the limited access and use rights associated with the access to and from Technology Center Way across Parcel A. Further, the Property will be conveyed subject to an easement for that portion of the entry road over the southern Twenty (20) feet of the Property, extending east to west for approximately 76.63 feet, from Technology Center Way to property owned by CFLP Property, LLC.

- 5.6 At Closing, the Purchaser shall sign an Amendment to the Skills Center Protective Covenants recorded at Chelan County Auditor's No 2310462 (the "Covenants"), to include the Property as subject to the Covenants.
- 5.7 The Purchaser and Seller agree that (i) a minimum ten (10) feet of landscaping (to be approved per the Covenants) shall be required along all boundaries of the Property, unless additional landscaping is required by the governmental entity issuing the permit or approval for new construction; (ii) the Seller is not required to install landscaping on Parcel A along the common boundary between Parcel A and Parcel B as depicted on proposed boundary line adjustment attached as Exhibit B; and (iii) either Party may fence the common boundary between Parcel A and Parcel B. At Closing, Purchaser shall grant CFLP Property, LLC a landscaping license associated with the existing vineyard across the southern portion of the Property. The license shall be terminable upon one hundred twenty (120) days notice and CFLP Property, LLC shall be solely responsible for removing said landscaping improvements during said one hundred twenty (120) day period.
- 6. <u>Representations of Seller</u>. Effective as of the date of this Agreement, Seller represents, to the best of Seller's knowledge, as follows:
- 6.1 Seller is not aware of any deficiencies or defects in the Property, which are not apparent or discoverable by reasonable investigation of the Property;
 - 6.2 There are no pending suits, claims, or legal proceedings affecting the Property;
- 6.3 The Property (a) may have once been used for orchard purposes, and materials and chemicals historically used in conducting and maintaining an orchard may be present; (b) was once used as an agricultural warehouse facility and as a parking lot and the surface of the Property may contain oil, petroleum, and the like; and (c) is contiguous to a railroad mainline and the possible historical use of the property for railroad siding purposes is unknown. Purchaser is encouraged to investigate these and other matters during the feasibility period provided for in this Agreement.
- 7. <u>Modification/Waivers</u>. To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.
- 8. Contingencies. Closing is contingent upon the following matters:
- 8.1 <u>Boundary Line Adjustment</u>. Seller shall undertake a survey and complete a boundary line adjustment application to add the Property to real property owned by Purchaser, as well as modify adjacent properties, as generally depicted on Exhibit "B" attached hereto and incorporated herein. The Purchaser shall have an opportunity to review and approve the boundary line adjustment application, including the survey before filing with Chelan County. If the Purchaser does not approve and sign the boundary line adjustment application within twenty (20) days after receipt of the completed boundary line adjustment application, then this

Agreement shall terminate and be of no further force or effect between the Parties. The Seller shall initially advance the costs of surveying, filing, and processing the boundary line adjustment. As part of the survey for the boundary line adjustment, the Seller shall designate the existing common utility corridors and access rights shared by the present and future owners of the real property described in the boundary line adjustment. Upon completion and recording of the boundary line adjustment, the legal description for the Property shall be deemed modified for consistency with the boundary line adjustment, if different from the legal description attached as Exhibit "A". If the boundary line adjustment cannot be processed to the satisfaction of the Seller, then Seller shall have the right to terminate this Agreement by providing notice to Purchaser prior to Closing. In this event, this Agreement shall be of no further force or effect between the Parties, and the earnest money shall be refunded to the Purchaser, subject to Section 10.3, below.

- 8.2 <u>Simultaneous Closing</u>. Closing of this Agreement is expressly contingent upon the simultaneous Closings of (i) a purchase and sale agreement between Seller and Shippers Properties, LLC, and (ii) a purchase and sale agreement between Seller and CFLP Property, LLC, each of which involves other property owned by Seller and included in the boundary line adjustment set forth in Section 8.1, above. If either of the aforementioned transactions fail to close, then this Agreement shall terminate and Purchaser shall receive a refund of the earnest money, subject to Section 10.3, below.
- 8.3 <u>Feasibility Period.</u> Purchaser shall have one hundred twenty (120) from the effective date of this Agreement to review the feasibility of purchasing the Property and to conduct whatever inspections and investigations the Purchaser deems appropriate. The Purchaser shall have the right to enter the Property to conduct inspections and investigation, provided that Purchaser shall be solely responsible for restoring the Property to the condition that existed prior to said entry. The Purchaser shall be responsible for any and all damage caused to the Property arising from or related to said inspection and investigation and agrees to indemnify and hold the Seller harmless in this regard. At any time during the one hundred twenty (120) day feasibility period, the Purchaser may provide a written notice of termination to Seller. In this event, this Agreement shall be of no further force or effect between the Parties, and the earnest money shall be refunded to the Purchaser, subject to Section 10.3, below. This contingency shall be deemed satisfied if Purchaser does not timely provide the written notice of termination.
- 8.4 <u>Conditional Use Permit</u>. Purchaser shall have one hundred and twenty (120) days from the effective date of this Agreement to obtain an amendment to the existing conditional use permit for the Purchaser's use on adjoining property, or a new conditional use permit, if necessary, for the Property. If the Purchaser does not obtain the amendment to a conditional use permit, or a new conditional use permit, within said 120 period, then this Agreement shall be of no further force or effect between the Parties, and the earnest money shall be refunded to the Purchaser, subject to Section 10.3, below, unless the Purchaser waives this contingency within said 120 day period, or the Parties agree to extend the 120 day period, in a written and signed addendum to this Agreement.

Purchase and Sale Agreement Wenatchee School District #246 012116{PAF1385898.DOC;4/00080.004029/} 9. <u>Default</u>. Time is of the essence of this Agreement. If the Seller defaults (that is, fails to perform the acts required of it) in its contractual performance herein, the earnest money, without deduction or off-set, shall be refunded to the Purchaser as its sole and exclusive remedy. If the Purchaser defaults, the earnest money, upon demand, shall be forfeited and paid to Seller as Seller's sole and exclusive remedy.

10. Time for Closing - Responsibilities of Parties: Reimbursement Obligations.

- 10.1 The closing of this transaction shall occur at Central Washington Title Services, Inc., within twenty (20) calendar days following the satisfaction of the contingencies set forth in Section 8. The Purchaser and Seller shall deposit with the closing agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. Seller and Purchaser each agree to pay for one-half of the closing fee. Purchaser shall pay its own attorney's fees. Seller will pay for the cost of the Title Policy, the real estate excise tax, if any, and the preparation of the Statutory Warranty Deed and Excise Tax Affidavit. Each party shall pay the prorated portion of taxes and other assessments based on the date of closing.
- 10.2 Purchaser shall pay the costs to record and file the Statutory Warranty Deed and Real Estate Excise Tax Affidavit, the documents described in Section 5.5, and the amendment to the Covenants set forth in Section 5.6, and one-third (1/3) the cost to record the boundary line adjustment.
- 10.3 At Closing, Purchaser shall reimburse the Seller for the costs to prepare this Agreement, the documents referenced in Sections 5.5, 5.6, and 5.7, and to prepare, file and process the boundary line adjustment, provided that said reimbursement shall not exceed \$10,000. In the event this transaction fails to close, then the costs incurred by Seller referenced herein shall be deducted from the earnest money and paid to Seller prior to refunding the balance of the earnest money, if any, to Purchaser.
- 11. <u>Date of Closing</u>. For purposes of this agreement, the "date of Closing" or "Closing" shall be construed as the date upon which all appropriate documents are recorded and the proceeds of this sale are available for disbursement to Seller.
- 12. <u>Possession</u>. Seller shall deliver possession to Purchaser on Closing.
- 13. AS-IS. NO WARRANTY. PURCHASER ACKNOWLEDGES IT IS FAMILIAR WITH THE PROPERTY, HAS INVESTIGATED SAME, AND HAS BEEN PROVIDED WITH ADDITIONAL OPPORTUNITIES TO INVESTIGATE THE PROPERTY PRIOR TO CLOSING. PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS INSPECTION AND INVESTIGATION OF THE PROPERTY, AND ACCEPTS THE PROPERTY "AS IS, WHERE IS" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY. PURCHASER SHALL HAVE DETERMINED TO ITS SATISFACTION THAT THE PROPERTY CAN BE USED FOR THE PURPOSES PURCHASER INTENDS. PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR SELLER'S

AGENT HAVE MADE, AND DO NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE HABITABILITY, CONDITION OR SUITABILITY FOR COMMERCIAL OR INDUSTRIAL PURPOSES, MERCHANTABILITY, POTENTIAL USE OF THE PROPERTY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES, WASTES OR MATERIALS AS DEFINED BY STATE, FEDERAL OR LOCAL LAW, ALL OF WHICH WARRANTIES SELLER HEREBY EXPRESSLY DISCLAIMS. PURCHASER ASSUMES FULL RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, AND FOREVER RELEASES THE SELLER OF ANY CLAIMS, CAUSES OF ACTION, OR LIABILITY IN THIS REGARD.

- 14. <u>Independent Counsel</u>. Purchaser acknowledges, understands and agrees that Seller is represented by Ogden Murphy Wallace, P.L.L.C. and Purchaser has been advised to seek independent counsel for legal advice and review of all documents in this transaction.
- 15. <u>Brokerage Fees.</u> Purchaser represents that it has not incurred finder's fees, broker's fees or commissions, or similar obligations in connection with the Property which is the subject of this Agreement. Purchaser agrees to indemnify and hold the Seller, it's agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Purchaser, its agents or employees. Seller shall pay Development Partners, LLC a three percent (3%) commission at Closing.
- 16. <u>Risk of Loss</u>. If prior to closing, improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at option of Purchaser, shall become null and void. If Purchaser elects to continue, all insurance proceeds, if any, shall be payable to Purchaser.
- 17. <u>Notices</u>. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered 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 PURCHASER:	Wenatchee School District #246	
	Attn:	
TO SELLER:	Port of Chelan County 238 Olds Station Road, Suite A	
	Wenatchee, WA 98801 Attn: Mark Urdahl, Executive Director	

Purchase and Sale Agreement Wenatchee School District #246 012116{PAF1385898.DOC;4/00080.004029/}

- 18. <u>Governing Law and Venue</u>. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan County, Washington.
- 19. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the Parties.
- 20. <u>Encumbrance During Interim</u>. Seller may not financially encumber the Property prior to Closing, unless the encumbrance is discharged or satisfied at Closing.
- 21. <u>Survival</u>. Except for Sections 5.7, 13, and 22, the terms and conditions of this Agreement shall not survive closing and shall merge with the recordation of the Statutory Warranty Deed.
- 22. <u>Attorney's Fees</u>. If any suit or proceeding is instituted by the Seller or the Purchaser arising from or related to this Agreement, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each Party shall be responsible for its own attorney fees and costs incurred.
- 23. <u>Counterparts/Facsimile</u>. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the Parties. The electronic transmission of any signed original document, and retransmission of any signed transmission, shall be the same as delivery of an original. At the request of either Party, or the closing agent, the Parties will confirm electronically transmitted signatures by signing an original document.
- 24. <u>Corporate Authority; Binding Signatures</u>. Each of the individuals executing this Agreement on behalf of Purchaser or Seller warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient authority to execute this Agreement.

[The remainder of this page left blank intentionally]

25. <u>General Provisions</u>. Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Purchaser. Any and all modifications of this Agreement must be in writing and signed by both Parties in order to be binding on the Parties. Purchaser's rights under this Agreement may not be assigned. The "effective date of this Agreement" shall mean the date of the last signature set forth below.

DATED:	DATED:
PURCHASER:	SELLER:
WENATCHEE SCHOOL DISTRICT #246	PORT OF CHELAN COUNTY
Ву:	By:
Name:	Mark Urdahl, Executive Director
Title:	

STATE OF WASHINGTON)	
)ss.	
the person who appeared before me, a instrument, on oath stated that he/s acknowledged it as	is sfactory evidence that is and said person acknowledged that he/she signed this she was authorized to execute the instrument and of Wenatchee School District #246 to be the the uses and purposes mentioned in the instrument.
Dated:,	2016.
	(Printed name)
	NOTARY PUBLIC, state of Washington My appointment expires
STATE OF WASHINGTON))ss. County of)	
appeared before me, and said person a stated that he was authorized to exect	sfactory evidence that Mark Urdahl is the person who acknowledged that he signed this instrument, on oath ute the instrument and acknowledged it as Executive be the free and voluntary act of such party for the uses ent.
Dated:,	2016.
	(Printed name)
	NOTARY PUBLIC, state of Washington
	My appointment expires

Purchase and Sale Agreement Wenatchee School District #246 012116{PAF1385898.DOC;4/00080.004029/}

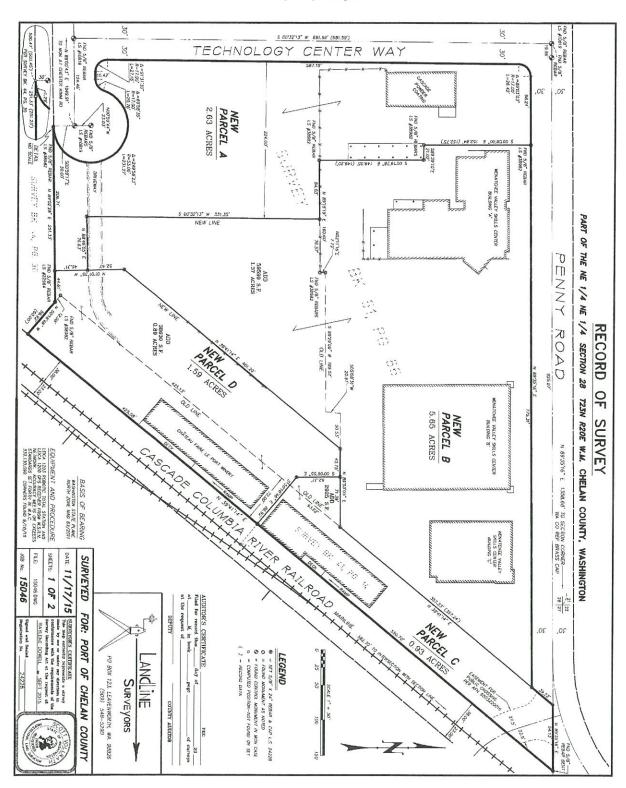
EXHIBIT A Legal Description of Property

THAT PORTION of the Northeast quarter of Section 28, Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, being a part of Parcel 'A' of Boundary Line Adjustment 2008-050 recorded under Auditor's File Number 2283126, records of said county described as follows:

COMMENCING at the intersection of Penny Road and Technology Center Way as monumented by a 5/8" rebar in a monument case; thence along the centerline of Technology Center Way, South 00°32′13" West 681.59 feet to a 5/8" rebar in a monument case; thence North 89°00′43" East 124.46 feet to a 5/8" rebar in a monument case; thence leaving said Technology Center Way, South 00°59′17" East 30.00 feet to the South line of said Parcel 'A'; thence along said line, North 89°02′28" East 206.71 feet; thence leaving said line, North 01°01′35" West 46.31 feet to a 5/8" rebar and the TRUE POINT OF BEGINNING of this described portion; thence continue North 01°01′35" West 52.40 feet; thence North 39°41′14" East 401.20 feet to the North line of Parcel 'A' of Boundary Line Adjustment 2008-050; thence along said line, South 89°53′05 West 50.53 feet; thence South 05°08′31" West 20.91 feet; thence South 89°29′00" West 199.52 feet; thence South 02°11′16" West 7.79 feet; thence South 89°18′19" West 76.57 feet; thence leaving said line, South 00°32′13" West 331.35 feet; thence North 88°46′05" East 76.63 feet to the POINT OF BEGINNING.

Containing 59599 Square Feet more or less

EXHIBIT B Property Diagram



Purchase and Sale Agreement Wenatchee School District #246 012116{PAF1385898.DOC;4/00080.004029/}

Memo

TO: Superintendent Brian Flones and Board of Directors

FROM: Steve D. Smith, Attorney

DATE: January 21, 2016

RE: Maul Foster Alongi Contract

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

411 First Avenue South, Suite 610 | Seattle, WA 98104 | 206 858 7620 | www.maulfoster.com

January 4, 2016 Project No. P1244.01.01

Steve D. Smith Johnson Gaukroger Smith & Marchant P.S. 139 South Worthen, Suite 200 Wenatchee, WA 98801

Re: A portion of Chelan County Tax Parcel Number 232028110350: Proposal for Phase I Environmental Site Assessment

Dear Mr. Smith:

Maul Foster & Alongi, Inc. (MFA) appreciates the opportunity to present this proposal to conduct a Phase I Environmental Site Assessment (Phase I ESA) for the above-referenced property on behalf of the Wenatchee School District.

BACKGROUND

The site consists of approximately 1.37 acres of vacant land in Chelan County, Washington.

SCOPE OF WORK

MFA will conduct a Phase I ESA at the above-referenced property. The scope of work is designed to meet the standard practice for conducting a Phase I ESA, contained in the American Society for Testing and Materials (ASTM) Standard Practice E1527-13, and the "all appropriate inquiries" (AAI) standard under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) in 40 CFR Part 312. The Phase I ESA will be directed by an environmental scientist with relevant education and experience in performing Phase I ESAs. MFA has developed this scope of work for the Phase I ESA to provide the necessary information regarding the potential for impacts to site environmental media, permitting the user to satisfy one of the requirements to qualify for the bona fide prospective purchaser, innocent landowner, and/or contiguous property owner limitations on CERCLA liabilities.

The purpose of the Phase I ESA is to identify "recognized environmental conditions." Recognized environmental conditions are defined in ASTM E1527-13 as the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property, or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products used even under conditions in compliance with the laws. The term is not intended to include de minimis conditions that generally do not present a

material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

MFA will conduct AAI regarding the potential for recognized environmental conditions at the property. AAI means an appropriate level of assessment, balancing time and cost demands with an adequate reduction in uncertainty regarding unknown conditions as consistent with CERCLA §101(35)(B)(iii).

The scope of work for the Phase I ESA specifically excludes evaluation of the following issues: asbestos-containing building materials; radon; lead-based paint; lead in drinking water; wetlands; regulatory compliance; cultural and historic resources; industrial hygiene; health and safety; ecological resources; endangered species; indoor air quality; biological agents; toxic fungus; mold; and high-voltage power lines.

No environmental assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of a Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property.

Review Regulatory Agency Records

MFA will retain a subcontractor to search publicly available state and federal environmental databases within the ASTM-specified distances.

MFA assumes spending up to two (2) hours reviewing environmental records and/or reports provided by the Client. This proposal includes completion of a regulatory file request for the property and/or adjacent properties if identified in the standard environmental databases. MFA will review regulatory files received before the conclusion of the agreed-upon timeframe for this scope of work.

Historical Land Use

MFA will review available sources of historical land use information to develop a chronology of the property's development and operational history. MFA's scope of work and cost estimate does not include reviewing the history of adjoining properties.

MFA will use standard sources of historical information to identify prior uses of the property. MFA will consult one or more of the following standard historical sources:

- Aerial photographs
- Fire insurance maps
- Property tax files

R:\P1244.01 Wenatchee School District\Contract\01_2016.01.04 Proposal\Pf_Wenatchee School District Phase I ESA.docx

- Recorded land title records (if provided by client)
- U.S. Geological Survey 7.5-minute topographic map
- Local street directories
- Building department records
- Zoning/land use records
- Fire marshal records
- Previous prior usage assessments
- Other historical sources

Site Reconnaissance

A site reconnaissance will be conducted to obtain information that may suggest evidence of recognized environmental conditions in connection with the property. MFA will need authorization to access the site. During the site visit, MFA will observe the uses and conditions of the property, consistent with ASTM E1527-13, to the extent that they can be visually or physically observed.

The periphery and interior of the property will be visually observed, as well as the periphery of all structures on the property (if present). The accessible areas inside structures will be observed; MFA will not look under floors, above ceilings, or behind walls. The property and adjoining properties will also be viewed from adjacent public thoroughfares.

Interviews

For purposes of this Phase I ESA, MFA will attempt to interview current and past property owners and operators. MFA may also attempt to contact current and/or past owners and operators of adjacent properties that may have environmental issues. The objective of the interviews is to obtain information indicating recognized environmental conditions in connection with the property.

The interviews may be by telephone, in person, or in writing. The questions asked during the interview will attempt to obtain information about uses and conditions of the property and to identify the presence of recognized environmental conditions, as well as to evaluate the potential for contamination. MFA will attempt to schedule the interviews to coincide with the site reconnaissance, if appropriate.

MFA will also make a reasonable attempt to interview at least one government official by telephone concerning the property. The official will be from one of the following agencies:

• Local or state agencies having jurisdiction over hazardous-waste disposal or hazardous-substance releases

- Local fire department that serves the property
- Local health department or state department of health

Phase I ESA Report Preparation

MFA will prepare a signed Phase I ESA report that generally follows the recommended format in ASTM E1527-13 and will provide it electronically. The Phase I ESA report will identify the environmental professional(s) involved in conducting the ESA. A statement of each professional's qualifications will also be attached. Hard copies and/or CD copies of the report can be provided, if requested, but will result in additional charges not included in MFA's estimated budget.

COST ESTIMATE

The fixed fee to perform the proposed work is \$2,500.

SCHEDULE

MFA will initiate the scope of work described herein upon receiving your authorization to proceed. The Phase I ESA report will be provided to you within three weeks (unless a later date is preferred based on weather conditions), assuming prompt receipt of your authorization and access to the site, the property owner, and occupants for site reconnaissance and interviews. This proposal is valid for 60 days.

Please be advised that, according to ASTM E1527-13, you, as the user, are required to provide MFA with the information requested in the attached Client-User Questionnaire, as available. Failure to return the completed Client-User Questionnaire could result in forfeiture of protection from CERCLA liability.

After you have reviewed this submittal, please indicate your approval of the proposal by signing below. Please also complete and sign the Client-User Questionnaire, return these documents to us (scanned files are acceptable), and retain a copy for your records.

Steve D. Smith January 4, 2016 Page 5

Project No. P1244.01.01

We appreciate the opportunity to submit this proposal, and look forward to talking with you soon.

Sincerely,

Maul Foster & Alongi, Inc.

Justin Clary, P.E.

Puget Sound and Eastern Washington

Operations Director

Environmental Scientist

Attachments: Client-User Questionnaire

General Terms and Conditions

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "General Terms and Conditions" (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

Ву		
Name		Title
_	(please print)	

Client/User Questionnaire

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the "User" must provide the following information (if available) to the environmental professional. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete. This Client/User Questionnaire is to be completed by the party requesting the Phase I Environmental Site Assessment (ESA), who will be referred to as the "User." Typically the "User" is NOT the current property owner. It is acceptable to write "Do not know" or "Not that I am aware of."

Property Address:
Name of User Completing Form:
Relationship to Property:
(1) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).
Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state, or local law?
(2) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).
Are you aware of any Activity Use Limitations (AULs), such as engineering controls, land use restrictions or institutional controls, that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state, or local law?
(3) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).
As the User of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property and therefore you would have specialized knowledge of the chemicals and processes used by this type of business?

(4) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).
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?
(5) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).
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, as User,
(a) Do you know the past uses of the property? Yes No (summarize below if yes)
(b) Do you know of specific chemicals (including petroleum products) that are present or once were present at the property? Yes No (summarize below if yes)
(c) Do you know of spills or other chemical releases that have taken place at the property?
☐ Yes ☐ No (summarize below if yes)
(d) Do you know of any environmental cleanups that have taken place at the property?
☐ Yes ☐ No (summarize below if yes)
(e) Do you have any other environmentally-significant information?

(6) The degree of obviousness of the presence of likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFF 312.31).
As the User of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?
Prior to the site visit, the User must respond to the following questions:
Is there any pending, threatened, or past litigation relevant to hazardous substances of petroleum products in, on, or from the property?
Are there any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property?
Are there any notices from any government agency regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?
Additional Information
In addition, certain information should be collected, if available, and provided to the environmental professional selected to conduct the Phase I ESA. This information is intended to assist the environmental professional but is not necessarily required in order to qualify for one of the LLPs. The information includes:
(a) The reason why the Phase I ESA is required
(b) The type of property and type of property transaction, for example, sale, purchase, or exchange
(c) The complete and correct address for the property (a map or other documentation showing property location and boundaries, tax lot numbers, and parcel size is helpful)

property transaction may have a required	hase I ESA (including whether any parties to the standard scope of services on whether any STM Practice E 1527-13 are to be considered)
(e) Identification of all parties who will rely on	the Phase I ESA report
(f) Identification of the site contact and curren	at owner and how these contacts can be reached
(g) Any special terms and conditions that must	t be agreed to by the environmental professional
environmental professional (for example, copie	ith the property that may be pertinent to the es of any available prior ESA reports, documents, and its environmental condition)
Signature	Printed Name
Title	Company Name
Date	

Please provide copies of the following documents (if available) as described in ASTM E 1527-13 Section 10.8.1:

- 1. Environment site assessment reports
- 2. Environment compliance audit reports
- 3. Environmental permits (for example, solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits)
- 4. Registrations for underground and aboveground storage tanks
- 5. Registrations for underground injection systems
- 6. Material safety data sheets (a list is adequate)
- 7. Community right-to-know plan
- 8. Safety plans; preparedness and prevention plans; spill prevention, countermeasure, and control plans; etc.
- 9. Reports regarding hydrogeologic conditions on the property or surrounding area
- 10. Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property
- 11. Hazardous waste generator notices or reports
- 12. Geotechnical studies
- 13. Risk assessments
- 14. Recorded AULs
- 15. Title records



GENERAL TERMS AND CONDITIONS

ARTICLE 1—PROFESSIONAL RESPONSIBILITY

MFA shall perform the Services specified in this Agreement consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the Services are performed; subject, however, to any express limitations established by the CLIENT as to the degree of care and amount of time and expense to be incurred and any other limitations contained in this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by this Agreement or any other of MFA's services, proposals, agreements or reports contemplated by this Agreement.

ARTICLE 2—INDEPENDENT CONTRACTOR STATUS; LEGAL RELATIONSHIP

The parties intend that MFA, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. MFA shall be free to contract for similar services to be performed for other individuals or entities while it is under contract with CLIENT.

The parties further intend that nothing in this Agreement shall be construed or interpreted as requiring MFA to assume the status of an owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms, or any other similar terms, are used in any federal, state or local statute, regulation, order or ordinance governing the treatment, storage, handling and disposal of any toxic or hazardous substance or waste.

ARTICLE 3—BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Payment shall be made to Maul Foster & Alongi, Inc. and delivered to:

Maul Foster & Alongi, Inc. 400 East Mill Plain Blvd., Suite 400 Vancouver, WA 98660

Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. MFA may, at its option, withhold delivery of reports and any other data pending receipt of payment for services rendered. Remittance will be mailed to MFA at the address noted on such invoices or as MFA may otherwise advise.

ARTICLE 4—LIMITATION OF LIABILITY

CLIENT agrees to limit the liability of MFA, its officers, directors, shareholders, employees, agents and representatives (the "MFA Parties") to CLIENT for all claims and legal proceedings of any type arising out of or relating to the performance of Services under this Agreement (including, but not limited to, MFA's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of MFA's Fee. Failure of CLIENT to give written notice to MFA of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall MFA be liable for any direct, special or consequential loss or damages. MFA is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort, including negligence.

ARTICLE 5—INDEMNIFICATION

Subject to the limitation of liability above, MFA shall indemnify, defend and hold CLIENT harmless from the proportionate share of any claim, suit, liability, damage, injury, cost or expense, including attorneys fees, or other loss (hereafter collectively called "Loss") arising out of (a) MFA Parties' breach of this Agreement or (b) MFA Parties' willful misconduct or negligence in connection with the performance of the Services under this Agreement.

CLIENT agrees to indemnify, defend and hold harmless MFA Parties from any Loss arising out of (a) CLIENT's breach of the Agreement, or (b) CLIENT's willful misconduct or negligence in connection with performance of the Agreement. To the extent such Loss is caused by MFA's negligence, CLIENT shall indemnify, defend, and hold MFA harmless from the proportional share of the Loss resulting from the acts or negligence of others.

ARTICLE 6—TERM OF AGREEMENT; TERMINATION

The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 7—TIME OF PERFORMANCE/FORCE MAJEURE

MFA makes no warranties regarding the time of completion of Services, and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond MFA's control.

Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. If such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible performance of Services under this Agreement. Delays within the scope of this provision will extend the contract completion date for specified services commensurately or will, at the option of either party, make this Agreement subject to termination or to renegotiation.

ARTICLE 8—SUSPENSION OF SERVICES

CLIENT may suspend further performances of Services by MFA by ten (10) days prior written notice. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, MFA may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of MFA, make this Agreement subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and MFA will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including, but not limited to, personnel rescheduling, equipment rescheduling, and/or reassignment adjustments.

ARTICLE 9—CHANGED CONDITIONS

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by MFA at the commencement of this Agreement, and which materially affect MFA's ability to perform the Services or which would materially increase the costs to MFA of performing the Services, then MFA shall notify the CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and MFA shall renegotiate in good faith the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the mailing of such notice, MFA may terminate the Agreement and be compensated as set forth in the section of this Agreement entitled TERM OF AGREEMENT; TERMINATION.

ARTICLE 10—INSURANCE

MFA agrees to use its best efforts to maintain Professional Liability, Commercial General Liability, Automobile Liability, statutory Worker's Compensation and Employers' Liability insurance coverage during the period of performance of services hereunder in the following minimum amounts:

LIMITS OF LIABILITY

A. Worker's Compensation Employer's Liability Statutory \$1,000,000

B. Commercial General Liability
(including Contractual Liability)
Bodily Injury
Property Damage

\$1,000,000 combined single limits for each occurrence or aggregate

LIMITS OF LIABILITY

C. Comprehensive Automobile Liability
(Owned, Hired, and Non-owned Vehicles)
Bodily Injury
Property Damage

\$1,000,000 combined single limits for each occurrence or aggregate

D. Professional Liability:

\$1,000,000 combined single limits for each occurrence or aggregate

At CLIENT's request, insurance certificates will be provided by MFA to evidence such coverages.

ARTICLE 11—HAZARDOUS OR UNSAFE CONDITIONS

CLIENT has fully informed MFA of the type, quantity, and location of any hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions which CLIENT knows or has reason to suspect exists at all real property where the Services are to be performed (the "Project Site"). CLIENT shall immediately inform MFA when it becomes aware of any new information as to the foregoing which may affect the project, such as information to constitute a CHANGED CONDITION subject to the provisions of Article 9 of this Agreement.

MFA shall not be responsible for the health and safety of any persons other than the MFA Parties, nor shall have any responsibility for the operations, procedures or practices of persons or entities other than the MFA Parties.

ARTICLE 12—RIGHT OF ENTRY AND UNAVOIDABLE DAMAGES

Client agrees to grant or arrange for right of entry when deemed necessary by MFA to perform the Services at the Project Site, whether or not the Project Site is owned by CLIENT. CLIENT recognizes that the use of investigative equipment and practices may unavoidably alter conditions or affect the environment at the Project Site. While MFA will take all reasonable precautions to minimize damage to the Project Site, the cost of repairing any such damage shall be borne by CLIENT, and it is understood that the correction of such damage is not part of the Services or the Fee contemplated by this Agreement.

ARTICLE 13—SUBCONTRACTORS

MFA may, in its sole discretion, subcontract for the services of others without obtaining CLIENT's consent where MFA deems it necessary or desirable to have others perform certain services. If MFA, in its sole discretion, deems it necessary or desirable to obtain Client's advance concurrence as to any proposed subcontract, MFA may make a written request to CLIENT to review the qualifications and suggested scope of work to be performed by such proposed subcontractor and CLIENT shall either grant or deny such concurrence within a reasonable time after receipt of such request.

ARTICLE 14—OWNERSHIP AND REUSE OF DOCUMENTS

All documents furnished by MFA pursuant to this Agreement are instruments of MFA's services. MFA may retain an ownership and property interest therein, and MFA shall, in its sole discretion, have the right to dispose of or retain all such documents. Such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse without specific written verification and adaptation by MFA for the specific purpose intended will be at the reuser's sole risk and without liability or legal exposure to MFA. Any transfer of electronic data hereunder is solely for Client's convenience "as is" without warranty as to contents, and is not the project deliverable unless specifically agreed to the contrary. MFA disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of mechantability or fitness for a particular purpose.

ARTICLE 15—NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries of this Agreement, and no third party shall be entitled to rely upon any work performed or reports prepared by MFA hereunder for any purpose whatsoever. CLIENT shall indemnify and hold MFA harmless against any liability to any third party for any Loss arising out of or relating to the reliance by any such third party on any work performed or reports issued by MFA hereunder.

ARTICLE 16—DESIGNS AND DISCOVERIES

In the course of providing Services to CLIENT, MFA may utilize or develop designs, ideas, discoveries, inventions, or improvements of these (collectively "Ideas"), made by the MFA Parties. CLIENT agrees that MFA's utilization or development

of such Ideas does not grant CLIENT any right in the form or ownership or license to such Ideas. All Ideas utilized or developed while providing CLIENT Services shall be deemed to be property of MFA.

ARTICLE 17—LAWS AND REGULATIONS

Both parties will be entitled to regard all applicable laws, rules, regulations and orders issued by any federal, state, regional or local regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgment in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, regulations, orders or ordinances, or the interpretation thereof, following the performance of professional services, CLIENT agrees to defend, indemnify and hold MFA harmless from any and all claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or nonincorporation of such changes in professional services prior to the effectiveness of such changes.

ARTICLE 18—ASSIGNMENT

Neither party to this Agreement may delegate, assign, or otherwise transfer its rights and interests or duties and obligations under this Agreement without prior written consent of the other party.

ARTICLE 19—ATTORNEYS' FEES AND COSTS

If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys' fees, costs and expenses, including staff time at current billing rates, court costs, and other claim-related expenses.

If MFA is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by MFA, CLIENT agrees to pay all costs and expenses incurred by MFA not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses.

ARTICLE 20—GOVERNING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State from which MFA's services are procured.

ARTICLE 21—SEVERABILITY

Any provision of this Agreement held in violation of any law will be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provision(s) of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

ARTICLE 22—ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and MFA. It supersedes any and all prior written or oral agreements, negotiations, or proposals, or contemporaneous communications with respect to the subject matter hereof, and has not been induced by any representations, statements, or agreements other than those herein expressed. No amendment to this Agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.

Wenatchee School District No. 246 MEMORANDUM

To: Wenatchee School Board

Brian Flones, Superintendent

From: Les Vandervort, Chief Financial Officer

Date: January 14, 2016

Re: December 2015 Budget Status Report

GENERAL FUND With **33**% of the fiscal year elapsed, Total General Fund revenues were **32.5**% and expenditures were **31.3**% of budgeted amounts, respectively.

General Fund Total Fund Balance at December 31, 2015 is **\$11,722,981** (13.06%). Total Fund Balance at December 31, 2014 was **\$12,371,962** (14.87%).

Districts are funded on budgeted numbers through December of each year. SPI adjusts funding to actual numbers (such as enrollment and staffing) beginning in January through the end of the year.

CAPITAL PROJECTS FUND The Month Ending Fund Balance is \$39,539,656.

WSD received an anonymous donation of \$1,000,000 to refurbish the district's baseball field at Rec Park.

Construction work continues for the Washington and Lincoln Elementary projects.

DEBT SERVICE FUND The Month Ending Fund balance of \$1,196,121 is reserved for payment of bond principal and interest payments which are due each December and June. Revenues consist primarily of property taxes, which are levied annually to provide adequate funds for the bond payments.

The Debt Service levy for 2015 collection is \$5,408,000. The total for bond and levy is about \$4.67 per thousand of assessed value (less than the projected amount of \$4.99 per thousand).

The Debt Service levy for 2016 collection is \$5,400,000.

ASB FUND Revenues are **47.2**% of the amount budgeted for the year. Expenditures are **21.3**% of budget.

The Total Month Ending Fund Balance is \$662,898.

TRANSPORTATION VEHICLE FUND The Month Ending fund balance is **\$192,302**. Bus purchases are made only when funds are actually received by the district. Two (2) new buses were received this past summer.

Current 2015-16 budget will allow for one (1) new bus.

General Fund

Budget Status Report December 31, 2015

33% of Year Elapsed

December 31, 2013			53% of fear clapsed
	Annual	Actual	D 11/0
	Budget	For Year	Rec'd/Spent
Revenues/Other Financing Sources	44.047.000		40.407
1000 Local Taxes	11,647,880	5,049,533	43.4%
2000 Local Nontax	1,791,512	923,002	51.5%
3000 State, General Purpose	54,026,618	17,356,570	32.1%
4000 State, Special Purpose	12,985,283	3,682,836	28.4%
5000 Federal, General Purpose	390,000	1,975,633	506.6%
6000 Federal, Special Purpose	8,430,499	8,317	0.1%
7000 Revenues fr Other Dists	27,000	12,690	47.0%
8000 Revenues fr Other Agencies	95,000		0.0%
9000 Other Financing Sources	0		
-			
Total Revenues/Other Sources	89,393,792	29,008,581	32.5%
Expenditures			
00 Regular Instruction	49,159,026	15,551,103	31.6%
20 Special Ed Instruction	8,860,526	2,971,870	33.5%
30 Vocational Instruction	2,901,564	955,653	32.9%
40 Skill Ctr / Voc-Tec Instruction	1,452,280	246,679	17.0%
50/60 Compensatory Instruction	8,927,134	2,429,985	27.2%
70 Other Instructional Program	1,243,106	382,544	30.8%
80 Community Support	734,611	165,990	22.6%
90 Support Services	16,480,267	5,368,147	32.6%
30 Support Services	10,400,201	3,300,147	32.070
Total Expenditures	89,758,514	28,071,971	31.3%
P	,,-	-,- ,-	
Excess of Revenues / Other Sources			
Over (Under) Expenditures	-364,722	936,610	
ever (ender) Expenditures	001,122	000,010	
Operating Trans Out to TVF, DSF and CPF	-1,131,000	-631,000	
operating trans out to tvt, but and cit	1,131,000	031,000	
Total Beginning Fund Balance	11,500,000	11,417,371	
Total beginning Faria Balance	11,500,000	11,111,511	
Total Ending Fund Balance	10,004,278	11,722,981	13.06%
-			
821 Restricted for Carryovers	750,000	401,363	
825 Restricted for Skill Center	300,000	477,799	
840 Nonspendable for Inventory	35,000	34,683	
870 Committed to Other Purposes (unemployment)	219,743	179,956	
884 Assigned to Capital Projects	950,000	320,000	
888 Assigned to Other Purposes	552,000	552,000	
891 Unassigned Minimum Fund Balance	4,502,700	4,487,926	5.00%
890 Unassigned Fund Balance	2,694,835	5,269,254	5.87%
obo onassigned rund balance	۷,034,033	3,203,234	3.07%

Capital Projects Fund

Budget Status Report December 31, 2015

December 31, 2015			% of Year Elapsed
	Annual	Actual	Percent
Revenues/Other Financing Sources 1000 Local Taxes	Budget	For Year	Rec'd/Spent 0.0%
2000 Local Nontax 3000 State, General Purpose	217,501	43,481	20.0%
4000 State, Special Purpose 5000 Federal, General Purpose 6000 Federal, Special Purpose 7000 Revenues fr Other Dists	15,400,000	0	0.0%
8000 Revenues fr Other Agencies	59,411		
9000 Other Financing Sources	1,131,000	631,000	
Total Revenues/Other Sources	16,807,912	674,481	4.0%
Expenditures			
10 Sites	12,431,000		0.0%
20 Buildings	55,274,000	7,568,214	13.7%
30 Equipment	5,913,000	35,966	0.6%
40 Energy 50 Sales & Lease Equipment	15,026		
60 Bond Issuance Expenditure 90 Debt	123,000	356	
Total Expenditures	73,756,026	7,604,536	10.3%
Transfers in (out)	0	0	
Excess of Revenues / Other Sources			
Over (Under) Expenditures	-56,948,114	-6,930,055	
Total Beginning Fund Balance	57,124,990	46,469,711	
Total Ending Fund Balance	176,876	39,539,656	

Debt Service Fund

Budget Status Report December 31, 2015

December 31, 2015	Annual Budget	Actual For Year	33% of Year Elapsed Percent Rec'd/Spent
Revenues/Other Financing Sources 1000 Local Taxes 2000 Local Nontax 3000 State, General Purpose 5000 Federal, General Purpose 6000 Federal, Special Purpose 9000 Other Financing Sources	\$ 5,405,840 4,000	2,371,300 1,526	43.9% 38.2%
Total Revenues/Other Sources	5,409,840	2,372,826	43.9%
Expenditures Matured Bond Expenditures Interest on Bonds Interfund Loan Interest Bond Transfer Fees Arbitrage Rebate	1,880,000 3,490,888 50,000	1,880,000 1,763,806	
Total Expenditures	5,420,888	3,643,806	67.2%
Other Financing Uses	0		
Excess of Revenues / Other Sources Over (Under) Expenditures	-11,048	-1,270,980	
Total Beginning Fund Balance	2,273,952	2,467,101	
Total Ending Fund Balance	\$ 2,262,904	1,196,121	

Budget Status Report December 31, 2015

Associated Student Body Fund 33% of Year Elapsed

December 31, 2015			33% of Year Elapsed
	Annual	Actual	Percent
	Budget	For Year	Rec'd/Spent
Revenues/Other Financing Sources			
1000 General Student Body	151,812	120,581	79.4%
2000 Athletics	152,087	115,454	75.9%
3000 Classes	28,751	6,288	21.9%
4000 Clubs	496,935	163,669	32.9%
6000 Private Moneys	47,356	8,262	17.4%
, <u> </u>	,	,	
Total Revenues	876,941	414,254	47.2%
	,	•	
Expenditures			
1000 General Student Body	108,526	15,663	14.4%
2000 Athletics	234,565	69,441	29.6%
3000 Classes	18,351	8,759	47.7%
4000 Clubs	544,565	106,463	19.6%
6000 Private Moneys	45,900	2,160	4.7%
Total Expenditures	951,907	202,486	21.3%
Excess of Revenues / Other Sources			
Over (Under) Expenditures	-74,966	211,768	
Total Beginning Fund Balance	550,000	451,130	
Total Ending Fund Balance	475,034	662,898	
	· ·		

Budget Status Report December 31, 2015		Transportation Vehicle Fun 33% of Year Elapse					
	Annual Budget	Actual For Year	Percent Rec'd/Spent				
Revenues/Other Financing Sources 1000 Local Taxes 2000 Local Nontax	500	122	24.4%				
3000 State, General Purpose 4000 State, Special Purpose 8000 Revenues fr Other Agencies 9000 Other Financing Sources	200,000		0.0%				
Operating Transfers In from Gen Fund							
Total Revenues/Other Sources	200,500	122	0.1%				
Program 92 DEBT SERVICE Act 82 Warrant Interest Act 83 Other Interest Act 84 Debt Act 85 Arbitrage Rebate Program 99 PUPIL TRANSPORTATION Act 33 Cash Purch/Rebuild Buses	392,650		0.0%				
Act 34 Contract Purchase/Rebuild			0.0%				
Total Expenditures	392,650	0	0.0%				
Operating Transfers Out to DSF							
Excess of Revenues / Other Sources Over (Under) Expenditures	-192,150	122					
Total Beginning Fund Balance	192,150	192,180					
Total Ending Fund Balance	0	192,302					

Wenatchee School District No. 246 MEMORANDUM

To: Wenatchee School Board

Brian Flones, Superintendent

From: Les Vandervort, Chief Financial Officer

Date: January 13, 2016

Re: Enrollment Reports for **January 2016**

Exhibit A - Monthly Enrollments.

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

The average FTE is **7,937.13** which are **8.13** FTE above budgeted average FTE of 7,929.

Running Start, Open Doors and Alternative Learning FTE are shown as separate line items.

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

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

Kindergarten is restated based on headcount rather than FTE due to the state funding formula changes. All day kindergarten at Columbia has been BEA funded since 2007-08. All day kindergarten at Lewis & Clark, Lincoln, and Mission View has been BEA funded since 2008-09. Newbery Elementary has been BEA funded since 2013-14. Washington Elementary ADK is newly state funded for 2015-16.

The current Wenatchee Valley Technical Skills Center counts for grades 9-12 have been included in years prior to 09-10 for comparability. As a branch campus, Moses Lake enrollment is excluded from Wenatchee's count.

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

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

WENATCHEE SCHOOL DISTRICT NO. 246

Monthly Average FTE Enrollment 2015-16 School Year

2015-16 AVG to BUD

GRADE	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	AVERAGE	BUDGET	DIFFERENCE
	<u> </u>		<u> </u>		<u> </u>	<u> </u>	<u></u>	<u> </u>	<u> </u>	<u> </u>	7.17.0.10.	<u> </u>	
KINDERGARTEN	21.00	22.00	22.00	21.50	21.00		 				21.50	21	0.50
All-day Kinderg	516.77	527.05	533.03	533.03	516.98						525.37	523	2.37
FIRST	591.00	602.00	604.00	601.00	586.05			-			596.81	569	27.81
SECOND	579.00	584.00	579.00	577.00	583.05						580.41	592	-11.59
THIRD	548.00	548.00	545.00	545.00	548.87						546.97	548	-1.03
FOURTH	593.00	596.00	595.00	596.00	584.02						592.80	588	4.80
FIFTH	547.00	546.00	545.00	547.00	550.92						547.18	545	2.18
SIXTH	555.79	557.63	553.46	552.04	555.90						554.96	555	-0.04
SEVENTH	522.21	528.79	525.32	530.06	529.92						527.26	535	-7.74
EIGHTH	584.96	586.96	587.96	586.96	577.34						584.84	576	8.84
NINTH	629.60	633.00	629.20	627.80	617.08						627.34	633	-5.66
TENTH	611.58	614.83	608.63	600.37	615.46						610.17	574	36.17
ELEVENTH	546.65	551.46	547.12	547.63	488.15						536.20	529	7.20
TWELFTH	574.85	585.90	573.67	564.63	632.03						586.22	550	36.22
Kindergarten	537.77	549.05	555.03	554.53	537.98						546.87	544	2.87
GRADES 1-5	2858.00	2876.00	2868.00	2866.00	2852.91						2864.18	2,842	22.18
GRADES 6-8	1662.96	1673.38	1666.74	1669.06	1663.16						1667.06	1,666	1.06
GRADES 9-12	2362.68	2385.19	2358.62	2340.43	2352.72						2359.93	2,286	73.93
K-12 Subt	7421.41	7483.62	7448.39	7430.02	7406.77						7438.04	7,338	100.04
Running Start		158.52	156.93	150.99	158.47						156.23	175	-18.77
Open Doors	61.00	96.20	106.20	99.20	96.20						91.76	140	
Alternative	237.07	246.83	261.77	258.76	251.06						251.10	276	-24.90
							<u> </u>	ļ					
TOTAL	7,719.48	7,985.17	7,973.29	7,938.97	7,912.50				<u> </u>		7,937.13	7,929	8.13

Exhibit A

WENATCHEE SCHOOL DISTRICT NO. 246

Yearly Average FTE Enrollment 2003-04 to Present

GRADE	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
												,	
KINDERGARTI	293.44	281.17	294.44	325.23	256.86	116.96	122.84	112.17	133.51	116.35	76.00	80.90	21.50
ALL DAY KIND	ER				79.00	323.67	337.56	345.67	363.68	335.50	437.61	429.60	525.37
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	596.81
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	580.41
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	546.97
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	592.80
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	547.18
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	554.96
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	527.26
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	584.84
NINTH	694.60	726.00	773.57	651.42	604.75	599.07	630.85	561.78	584.60	652.18	548.75	619.92	627.34
TENTH	538.87	487.57	504.76	620.21	596.66	569.28	548.37	611.61	545.59	570.70	620.98	553.04	610.17
ELEVENTH	504.28	534.76	488.48	524.59	569.84	527.16	591.15	593.50	625.30	562.71	568.94	573.12	536.20
TWELFTH	370.92	355.74	378.50	384.40	465.71	511.17	674.92	690.73	659.13	665.68	583.40	594.84	586.22
KINDERGARTE	293.44	281.17	294.44	325.23	335.86	440.63	460.40	457.84	497.19	451.85	513.61	510.50	546.87
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	·	
GRADES 6-8	1744.94	1750.49	1706.52	1722.71	1662.23	1689.86	1737.26	1742.08		1807.55	1864.21	1771.87	
GRADES 9-12	2108.67	2104.07	2145.31	2180.62	2236.96	2206.68	2445.29	2457.62	2414.62	2451.27	2322.07	2340.92	
Total K-12	6819.09	6916.13	6893.14	6945.42	7080.72	7226.84	7523.75	7559.05		7528.98	7546.09	7539.45	
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	156.23
Skill Source/O	pen Door										89.23	89.98	91.76
Alternative													251.10
TOTAL	6892.96	6998.92	6989.75	7047.01	7166.90	7355.40	7663.75	7697.57	7647.67	7662.49	7760.87	7,802.33	7,937.13
Percent Chang	ge	1.5%	-0.1%	0.8%	1.7%	2.6%	4.2%	0.4%	-0.6%	0.2%	1.3%	0.5%	1.7%

WENATCHEE SCHOOL DISTRICT NO. 246

(** Restated for All Day Kindergarten and Tech Center for comparability)

Yearly Average FTE Enrollment 2003-04 to Present

GRADE	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
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	568.37
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	596.81
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	580.41
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	546.97
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	592.80
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	547.18
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	554.96
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	527.26
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	584.84
NINTH	694.60	726.00	773.57	651.42	604.75	599.07	630.85	561.78	584.60	652.18	548.75	619.92	627.34
TENTH	549.25	497.95	515.14	630.59	607.04	579.66	548.37	611.61	545.59	570.70	620.98	553.04	610.17
ELEVENTH	603.80	634.28	588.00	624.11	669.36	626.68	591.15	593.50	625.30	562.71	568.94	573.12	536.20
TWELFTH	454.96	439.78	462.54	468.44	549.75	595.21	674.92	690.73	659.13	665.68	583.40	594.84	586.22
KINDERGARTI	586.88	562.34	588.88	650.46	592.72	557.59	583.23	570.01	630.70	568.20	589.61	591.40	568.37
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	2864.18
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	1667.06
GRADES 9-12	2302.61	2298.01	2339.25	2374.56	2430.90	2400.62	2445.29	2457.62	2414.62	2451.27	2322.07	2340.92	2359.93
Total K-12	7306.47	7391.24	7381.52	7464.59	7531.52	7537.74	7646.58	7671.22	7642.84	7645.33	7622.09	7620.35	7459.54
Alternative Le	arning												251.10
Skill Source /	·····										89.23	89.98	91.76
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	156.23
TOTAL	7380.34	7474.03	7478.13	7566.18	7617.70	7666.30	7786.58	7809.74	7781.18	7778.84	7836.87	7883.23	7958.63
Dorgant Char		1 20/	0.10/	1 20/	0.70/	0.00/	1 60/	0.20/	0.40/	0.007	0.70/	0.60/	1 00/
Percent Chang	je	1.3%	0.1%	1.2%	0.7%	0.6%	1.6%	0.3%	-0.4%	0.0%	0.7%	0.6%	1.0%

^{**} Kindergarten counts are converted to Headcount Tech Center counts are added to grades 9-12 counts in prior years

Exhibit C

WENATCHEE SCHOOL D	ISTRICT NO). 246	Cur	Current Month 2015-16 FTE Comparison to same month 2014-15									
	January	January	increase			January	January	increase					
School	2015	2016	(decrease)		Grade	2015	2016	(decrease)					
			(400.0400)		0.000			(400.0400)					
Columbia	458	460	2		K	81	29	-52	Washington Ele	em ADK			
Lewis & Clark	467	464	-3		ADK	429	529	100	}				
_incoln	513	503	-10		1	619	607	-12					
Mission View	535	530	-5		2	558	597	39					
Newbery	509	541	32		3	601	560	-41					
Sunnyslope	286	289	3		4	565	603	38					
Washington	553	615	62		5	564	562	-1					
Elementary	3,321	3,402	81			3,416	3,488	71					
E .1.79	202						F.C.=						
Foothills	603	625	22		6	541	567	27					
Orchard	408	394	-14		7	581	541	-40					
Pioneer	704	653	-50		8	646	598	-47					
Middle Schools	1,714	1,673	-41			1,767	1,707	-61					
WHS	1,919	1,995	77		9	621	645	24					
WSHS	232	235	3		10	551	627	76					
High Schools	2,150	2,230	80		11	575	560	-14					
-					12	610	632	22					
Skill Source	3	8	5			2,357	2,464	107					
Skill Source/Open Door	76	80	4										
Open Doors/Grad Alliance	0	16	16	٦	Total Regular	7,540	7,658	118					
Valley Academy	169	151	-18										
WVTech Ctr	183	194	11										
Other Enrollment	431	449	18		ALE	N/A	**						
					Open Door	76	96	20					
Subtotal Enrollment	7,616	7,754	138	F	Running Start	166	158	-8					
Running Start	166	158	-8			7,782	7,913	130					
Total Enrollment	7,782	7,913	131	*	* ALE not separ	ated for compariso	on to 2014	-15. SPI cr	eated this fo	r 2015			
Juvenile Detention Center	12	9	-3										
Special Ed	879	907	-3 28										
Special Eu	6/9	907	20										
Exhibit D													

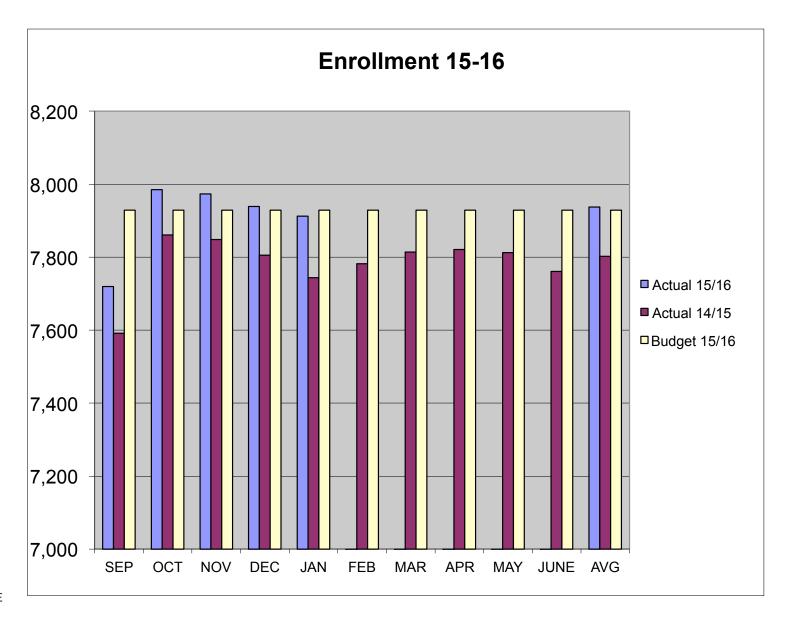


Exhibit E

January	201	6

2015-2016 Enrollment

0(0:10 : 0	,	Januai	y 2016			2013-2	O16 Enroi	ment							
Official Count Day			FTE		FTE		FTE		FTE		FTE		FTE	Head	FTE
		<u>K</u>		1		<u>2</u>		<u>3</u>		4		<u>5</u>		<u>Total</u>	Total
Columbia		85	84.03	<u>-</u> 86	86.00	76	76.00	70	70.00	- 77	77.00	5 67	67.00	461	460.03
Lewis & Clark		81	81.00	86	86.00	88	88.00	73	73.00	71	71.00	65	65.00	464	464.00
Lincoln		87	87.00	83	83.00	89	89.00	79	79.00	78	78.00	87	87.00	503	503.00
Mission View		94	94.00	96	96.00	69	69.00	80	80.00	94	94.00	97	97.00	530	530.00
Newbery		90	90.00	88	88.00	97	97.00	88	88.00	98	98.00	80	80.00	541	541.00
Sunnyslope		42	21.00	49	49.00	51	51.00	57	57.00	61	61.00	50	50.00	310	289.00
Washington		93	93.00	107	107.00	106	106.00	99	99.00	113	113.00	97	97.00	615	615.00
	Total	572	550.03	595	595.00	576	576.00	546	546.00	592	592.00	543	543.00	3424	3402.03
		0.1	000.00	000	000.00	010	01 0.00	0.10	0.10.00	002	002.00	0.10	0 10.00	0121	0.102.10
		<u>6</u>		Z		<u>8</u>									
Foothills		213	211.86	200	199.54	215	213.96							628	625.36
Orchard		144	144.00	121	120.21	130	130.00							395	394.2
Pioneer	_	201	200.08	211	210.31	243	243.00							655	653.39
	Total	558	555.94	532	530.06	588	586.96							1678	1672.96
	_														
IWILIC		<u>9</u>	C10 20	<u>10</u>	568.80	<u>11</u>	400.20	<u>12</u>	400.20					21.41	1005 4/
WHS		620	618.20	574		470	400.20	477	408.20					2141	1995.40
WSHS		8	8.00	27	26.62	66	60.36	152	139.79					253	234.77
	Total	628	626.20	601	595.42	536	460.56	629	547.99					2394	2230.17
		9		<u>10</u>		11		<u>12</u>							
Skillsource	Γ	1	1.00	7	7.00	0	0.00	0	0.00					8	8.00
		V		1		<u>2</u>		2		4		<u>5</u>			
Valley Academy	Г	<u>K</u> 17	8.45	13	12.05	21	21.00	<u>3</u> 15	13.95	<u>4</u> 12	11.08	20	19.06		
	E	6		Z		<u>8</u>		9		<u>10</u>					
		12	11.14	14	11.18	12	11.32	19	17.44	16	14.06			171	150.73
	_														
Special Ed-Bldg 511		_												0	0.00
MA /TCC	Г	9	0.00	<u>10</u>	10.20	<u>11</u>	00.53	<u>12</u>	04.04					105	102.04
WVTSC	L	0	0.00	0	10.38	55	99.52	50	84.04	Culhana	al Minus DC			105	193.94
Punning Start										Subtota	al Minus RS			7780 177	7657.83 1 58.4 7
Running Start										Subto	otal W/RS			7957	7816.30
Open Doors - Skillsourd	:е Г	0	0.00	6	6.00	22	22.00	53	52.20	Subt	rcai VV/NO			81	80.20
Grad Alliance	-	0	0.00	1	1.00	1	1.00	14	14.00					16	16.00
	F	0	0.00	7	7.00	23	23.00	67	66.20	Tο	tal Open Do	ors		97	96.20
			0.00		1.00		25.00		00.20		otals			8054	7912.50
Juvenile Detention Cer	nter													9	9.00
ou. ormo Dotorition oor		Age	FTE		Age	FTE		Age	FTE						0.00
Special Education		0-2	53.00		3-5	70.00		K-21	784.00					907	907.00

Official Count Day

January 2016

2015-2016 Elementary Classification Sheet

	<i>26</i> Kinder	#	<i>26</i> GRADE 1	#	<i>27</i> GRADE 2	#	<i>27</i> GRADE 3	#	<i>29</i> GRADE 4	#	<i>29</i> GRADE 5	#	
Columbia	Holland		Anspach, J		Bentsen, Carolyn		Heffron, Rebecca (mixed		9 Avila, Dahlia (mixed)		Cline, Gretchen	21	
	Ryan-Kelzenberg (Shel)		Lara B		Card-Roley, Laurie		Kniveton, Jenifer		6 Siepman/Smith		Haug, Alison (mixe	23	FTE
	Martinez, Maggie B		Ells, Joe		Vanatta (Shelt'd)		Lemus, Anyssa		5 Hetterle, Rachel		Weaver, Katie	23	460.03
	Wiggins	24	Lopez, Lizbeth B	23	Weaver, Ryan	18	, ,		,		,		Head
	Speech Only	1	' ′		, ,								
		85	_	86		76		7	<u> </u>	77		67	461
Lewis & Clark	Jarvis, Oliva B	19	Gonzalez, Maria/Collins, Alan	21	Kunkel, Mirna B	21	Brandt, Theresa	2	4 Jagla, Angie	25	Boyle, Heidi	21	
	Springer, Megan	22	McGuire, Ana	21	Lopez, Oralia	22	De La Mora B	2	5 Lopez, Daniz B	22	Sanchez, Juan	22	FTE
	Steitz, Lisa	20	Navarro, Nancy B	22	Luna, Itzia B	23	Everson, Ginger	2	4 Martinez, Eva	24	Sleeper, Tracie B	22	464.00
	Yanez, Carmen B	20	Solis, Andelita B	22	Schmidt, Desiree	22							
	_	81		86	_	88	_	7	_	71	-	65	Head 464
Lincoln	Clive		Blankenship B		McKee		Heinz		6 Gaytley		Bullis	27	404
LITCOIT	Charles		Hurt (Shelt'd)		Rodriguez B		Mason		0 Guerrero		Ferson	29	FTE
	Gonsalez B		Pattison		Schmidt		Mason Nelson		9 Mahler		Nicpan-Brown	29	503.00
	Smith (Shelt'd)		Robins		Wilson B		Williams B		9 Mariler 0 Parr B	19	1 '	21	505.00
	SpEd Noble		SpEd Noble		SpEd Noble		SpEd McFarland		4 SpEd McFarland		SpEd McFarland	4	
	Speu Noble	۷	Speu Nobie	۷	Sped Nobie	3	SPEU MCFAHAHU		4 SPEU MICFAITATIU	3	Speu Micrananu		Head
	-	87		83	_	89	-	7	9	78	† -	87	503
Mission View	Hepton, Tiffany		Berdine, Mary		Christensen, Jen B		Bonniwell, Laurie		0 Avila, Armando B		Alto, Angie B	24	
1-11331011 VICW	Martinez, Lupe B		Chang Marr, Maria B		Hill, Carol		Brown/Luebber		O Avila, Mario B		Douglass, Lisa	25	FTE
	Orozco Blanco, Eliza B		Montalvo, Patricia B		Martinez, Brandy		Chavez, Gabriela B		O Lewis, Lisa		Hall, Andrew	24	530.00
	Porter, Suzanne		O'Banion, Heidi		Yanez, Socorro B		Savage, Tamara		0 Morgan, Coni		Phelps, Theresa	24	330.00
	l or cor, outland		Sumon, moral				ourago, ramara	_	o i norgani, com		l molpo, moroca	- '	Head
	_	94	i –	96	_	69	_	8	-	94	† –	97	530
Newbery	Cannan, Eric	1	Cannan, Eric	2	Cannan, Eric	5	Brooks, Ingrid B	2	2 Keeene, Stephanie	23	Gilstrap, Katy	27	
	Fischer, Leticia	23	Arneson, Imelda B	20	Baker, Debra	23	Crollard, Debbie	2	1 Peterson, Tracy	24	Kniveton, Kyle B	26	
	Reyna-Smith, Soyla	22	McLaughlin, Lori	22	Dundas, Cheri	25	Gutierrez-Zamora B	2	1 Schott, Robert B	24	London, Flora	27	FTE
	Vivanco, Matilde B	20	Mickey, Ashley		Hendrickson, Cyndi	25	Preuss, Austin	2	2 Stubbe, Stephanie	25			541.00
	Wise, Jill		Woolsey, Tami		Page, Brooke B		Cannan, Eric		2 Cannan, Eric	2	_		Head
		90		88		97		8		98		80	541
Sunnyslope	Ferrians, S		Jansen, K		Howard, J		Dalbeck, A		8 Loomis, M		King/Morgan	26	FTE
	Lund, J	21	Martin, P	25	Norwood/Gale	25	Peterson, L	2	9 Baier, E	30	Lammert, A	24	289.00
	_		_		_						-		Head
		42		49		51		5		61		50	310
Washington	Arredondo		Garcia/Wilkens		Anguiano		Bucholz		5 Detwiler		Christensen	24	
	Connor		Knell		Clayson		McGinnis		4 Gillespie		Parr	25	FTE
	Hannah		Larsen		Huson		Reinfeld		2 Johnson		Roche	24	615.00
	Lake	23	Oltman		Lewis, D		Williams	2	4 Lyon		Walsh	22	Head
	SpEd Cannan	1	SpEd Cannan		SpEd Cannan		SpEd Cannan		1 SpEd Cannan	0	SpEd Lyon Cannan	1	615
	SpEd Ptolemy	93		107	SpEd Ptolemy _		SpEd Ptolemy	9	SpEd Ptolemy	113	SpEd Ptolemy	97	
	TOTAL FTE	93	!	107		106		9	۵۱	113	<u> </u>	97	3402.03
	TOTAL FIE	572		595		576		54	6	592		543	3424
	Special Ed Count	7		193		8		1		8		2	3767
	Average Class size	21.73		22.73		21.85		22.3		24.33		24.59	
	Average Class size	21.73		22.13		21.03		22.5	•	۲55		۲53	

B = Bilingual

D = Dual Language