



**WSD Board Meeting**  
**October 25th, 2016**  
**WSD District Office**  
**Agenda REVISED**

6:00 PM

<b>I. PLEDGE OF ALLEGIANCE</b>	<b>TIME</b>
<b>II. CONSENT AGENDA:</b>	<b>02 Min</b>
Minutes: Regular Board Meeting 10/11/16	Action 1+
Personnel Report	Action 2+
Vouchers/Payroll	Action 3+
Contracts	Action 4+
Surplus	Action 5+
Policy Updates - Second Reading: 2000 Policy Series:	Action 6+
Policies 2000, 2004, 2005, 2029, 2108, 2150, 2240, 2413	
<b>III. CITIZENS COMMENTS:</b>	<b>03 Min</b>
<b>IV. RECOGNITIONS:</b>	<b>10 Min</b>
<b>Schools of Distinction – Valley Academy</b>	
<b>V. HIGH SCHOOL ASB REPORTS:</b>	<b>05 Min</b>
<b>VI. FIELD TRIP REQUESTS:</b>	<b>10 Min</b>
Jodi Smith Payne, Assistant Superintendent L&T & Teachers & Advisors	Action 10 min
<b>VII. WENATCHEE LEARNS STRATEGIES:</b>	<b>75 Min</b>
<i><b>Strategy Four – Balance Change for All with Excellence for All</b></i>	
Objective 4.1 Continuous Improvement of Service Quality	Action 10 min
Policy 2170 – Second Reading	
Dennis Conger, CTC Director	
Objective 4.1 Continuous Improvement of Service Quality	Information 20 min
District Learning Improvement Team – Update	
Brian Flones, Superintendent & Kris Cameron, WenEA President	
Objective 4.2 Sound Fiscal & Resource Management	
October Enrollment Report	Information 05 min
Les Vandervort, Chief Financial Officer	
<i><b>Strategy Three – Use Best Tools &amp; Resources to Advance Learning</b></i>	
Objective 3.4: Facilities that Optimize Learning:	
1) Lydig Change Order #10	Action 10 min
Gregg Herkenrath, Director of Facilities	
2) Erlandsen CO 19 A B	Action 05 min
3) WSD Erlandsen Amendment	Action 05 min
4) Citizens Facilities Committee – Phase 2 Capital Bond Recommendations Update	Information 20 min
Brian Flones, Superintendent	
<b>VIII. BOARD COMMUNICATION</b>	<b>05 Min</b>
<b>IX. SUPERINTENDENT’S REPORT</b>	<b>05 Min</b>
<b>X. ADJOURNMENT</b>	
<b>XI. EXECUTIVE SESSION</b>	

SEE REVERSE SIDE



# CONSENT AGENDA

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# Wenatchee School District Regular Board Meeting

Minutes of October 11th, 2016  
WSD District Office

**Board Members**

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

**6:00 PM**

**Staff Present**

Brian Fones, Superintendent  
Cabinet

**I. Regular Meeting 6:00 p.m.**

Jennifer Talbot, Board President, opened the regular board meeting at 6:00 pm with the Pledge of Allegiance.  
Ms. Talbot asked for a motion to approve the consent agenda.

**II. Consent Agenda**

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

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

**Consent Agenda included:**

**1) Minutes**

**MINUTES:** Minutes of Regular Bd. Mtg. 9/27/16

**2) Personnel Report**

**PERSONNEL REPORT PREPARED BY:** Lisa Turner, HR Director:  
10/11/2016 personnel report: On File

**3) Vouchers/Payroll**

**VOUCHERS PREPARED BY:**

Karen Walters, Director of Accounting: 10/11/16

**General Fund:**

Check numbers 586557 through 586804 totaling \$528,673.16

**Capital Project Fund:**

Check number 586805 through 586822 totaling \$127,447.47

**Associated Student Body Fund:**

Check number 586823 through 586858 totaling \$36,116.83

1 Manual, Wire Tran, ACH & Computer Checks 15,039.81

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

**4) Surplus Report**


**SURPLUS REPORT:** On File

**5) Contracts**

**CONTRACTS:** Karen Walters, Director of Accounting – 9/27/16

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?
10/03/16	New	Yes	Judy Willis, M.D. M. Ed	Professional Development	\$8,000				
					Budget Code				
					6400-37-7000-000				
09/23/16	New	No	Center for Childhood Deafness & Hearing Loss	To purchase .2FTE of services from WSD	\$13,086.16 Credit				
					Budget Code				
					N/A				
09/28/16	New	No	B-Sew Inn LLC	Educating Students with the newest technology in sewing & embroidery industry	N/A				
					Budget Code				
					N/A				
09/29/16	Renewal	No	SBA Communications	WestSide Cell Tower Lease	\$6,900 Revenue				
					Budget Code				
					960 0021 27				
09/30/16	New	No	Strategic Steps	Coaborative Departmental Team Training - 3 workshops	\$5,250				
					Budget Code				
					6500-31-7000-000				
09/22/16	New	No	Developing Minds	One Day workshop	\$10,000				
					Budget Code				
					5812-31-7000-000				
09/26/16	New	Yes	NCESD	Up to 6 days Science training related to Professional Deb	\$4,850				
					Budget Code				
					5200-31-7000-000-3010				
10/04/16	Revision	No	Grand Canyon University	Tuition Scholarships	N/A				
					Budget Code				
					N/A				

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?
04/18/16	New	Total Care, Inc.	To provide skilled, nursing care at Wenatchee School District for medically fragile student for the 2016-2017 school year.	\$80.00 per hour, for services provided, not to exceed 7 hours per day	8/30/2016 through 6/30/2017	Trisha Craig			
				Budget Code		I have read this contract and recommend it for board approval.			
				2100 26 7000 000		4/21/16			
						Date			

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?
10/04/2016	New	PBIS Apps	This is to authorize the use of the PBIS Apps DataLink to integrate the WSD student information system with School-Wide Information System (SWIS).	\$0.00	10/01/2016 - n/a	Ron Brown		No	
				Budget Code		I have read this contract and recommend it for board approval.  Initials: _____ Date: _____			
				n/a					

**6) Additional Consent Agenda Items**

None

**III. Citizens Comments**

WSD students diagnosed with Dyslexia:

- Denise Sorom is a parent of a child with Dyslexia in the school district.
- Shawna Gehers is a parent of a child with Dyslexia in the school district.
- Marnie Kocher is also a parent of a child with Dyslexia in the school district.

All three parents shared their experiences with their child and the challenges the children have. They are concerned about their education in the WSD. They shared information about the latest findings in research to help the Dyslexic child, and ways of testing and diagnosing. They also have frustrations with the district in not offering proper services for their children. They feel they are not being served. They asked the board to please check into bringing the district up to OSPI guidelines/mandates in serving the Dyslexic children in our community.

The board thanked the mothers for sharing this information with them, and assured them they will follow-up on their concerns.

**IV. Recognitions**

None

**V. ASB Reports**

WSHS: Leadership representative Nico Jones reported the following:

- WSHS is ready for another great year like last year...
  - Report on the “We Day” and the experience of meeting Russell Wilson of the Seahawks.
  - Again, Nov. 2<sup>nd</sup> in Seattle this year for another Leadership Trip
  - Washington State Jobs for WA Graduates, three from WSHS attended in Washington D.C.
  - Reminder about earning 2<sup>nd</sup> place in Math (Carlson) last year

WHS: None

**VI. Field Trip Requests**

Presented by Jodi Smith Payne, Assistant Superintendent of Learning & Teaching and teachers Ramon Rivera, Mariachi Hueanachi & Scott Tiedeman, United Nations Club.

- 1) WHS --- Mariachi Hueanachi 1549; 10/21/2016 ---10/22/2016 Walla Walla, WA; Round Trip -360  
Ramon Rivera, Mariachi Hueanachi - The group will be performing at various venues in Walla Walla and staying at 1st Pres Church in College Place.  
8 adults chaperoning and 30 students attending; \$1,754.00 - ASB and \$900 of this amount donated by Walla Walla Gesa Theater
- 2) WHS --- Gear Up 1529; 11/19/16 --- 11/20/16; Westin Hotel, Seattle, WA 98101 Round Trip- 298.04  
Scott Tiedeman, Model United Nations Club - Group will be participating in the MUN conference.  
4 adults chaperoning and 30 students attending; \$1,575.00 Gear Up will pay for transportation and delegate fees for all 9th/11th gr. students. 10th/11th gr. Need to pay \$105.

Advisor Ramon Rivera introduced the president of the Mariachi Hueanachi, Senior Wenatchee High School Vianca Guzman and she shared the experiences the student have on these trips.

Advisor Scott Tiedeman introduced a group of students who will be attending the MUN conference. Some of the students shared about the new club and their excitement for the upcoming conference and details about the club. It is an international organization. The students in attendance were: Grant Kolde, Cintia Murillo, Sebastian Pasion, Jack Myers, Emily Lewis, Dristi Pandit.

**MOTION MADE:** Robert Sealby made the motion to approve all the field trips as presented.  
**DISCUSSION:** None  
**SECONDED:** By Walter Newman  
**PASSED** Unanimously

**VII. Facility Updates**

David Zeitlin, Senior Project Manager, Hill International and Kris Cameron, WenEA President and Facilities Committee member, Brian Vertrees presented the following to the board.

#### Committee Members

##### Community Representatives

Kathleen Allen  
Brigid Chvilicek  
Joy McCallum-Clark  
Larry Cordes  
Julian Garcia  
Clark Hansen  
John McQuaig  
Oscar Mendoza  
Jennifer Silverman-Newman  
Abby Phipps  
Tyler Russell  
Russ Speidel  
Brian Vertrees  
Matt Wisen  
Rick Wray  
Kara Zupke

##### School Board Representatives

Walter Newman  
Robert Sealby

##### District Support Staff

Jon DeJong  
Brian Flones  
Gregg Herkenrath  
Traci Thompson  
Les Vandervort

##### Administrator Representatives

Eric Anderson  
Jim Beeson  
Rob Cline  
Dennis Conger  
Trisha Craig  
Pete Jelsing  
Kory Kalahar  
Kevin Loomis  
Dave Perkins

##### Secondary School Representatives

Chris Ferrians  
Jim Kovach  
Graham Stansbery  
Bob Swardz

##### WenEA

Kris Cameron

##### Consultants

Tom Bassett  
Michael Casey  
Brian Fitzgerald  
David Zeitlin

#### Methodology

- 9 Meetings
- 4 Facility Building Tours
- Consultant Research and Presentations
- School Scenario Development
- Cost Scenarios on School Options
- Funding and Bond Capacity Review
- In-depth Discussions
- Brainstorming Sessions
- Needs survey of Principals

#### What was Studied?

- Building Facility Needs
  - Existing Assets
  - Potential New Assets
  - Short Term and Long Terms needs
- Grade Configuration
- District Enrollment Statistics
- WHS Overcrowding
- High School Facility Options
- Existing Land Assets
- New Land Acquisition

#### Charge No. 1

##### Review, Assess, and Project Short and Long Term Space Needs District Wide

##### • Recommendation:

The Facility Committee recommends that dealing with the overcrowding at Wenatchee High School should be the highest facility priority of the District.

The committee endorses the 2016 Choice policy to bring choice enrollment in line with capacity. This policy shift has already had a positive effect on enrollment numbers at all grade levels. Enforcement of this policy will benefit students by reduced class size.

##### Discussion and Conclusions:

- Overall enrollment has been relatively level for several years.
- The September 2016 enrollment numbers show a decrease of 121 students in overall district enrollment.
- The data does not show a strong trend one way or the other.
- A survey of school principals indicated there are some teachers without their own classroom spaces and some teachers with inadequate teaching spaces
- The current space needs for elementary school and middle school were found to be generally adequate with the notable exceptions shown in the table.
- Four of the older elementary schools are reporting that they use their stage as an art room. This poses problems for the class, most notably the lack of sinks, art material storage and project storage in the classroom. These schools also cannot use their stages for Performing Arts plays.
- The use of portable classroom will help even out the distribution of students across the elementary schools.

#### Charge No. 2

##### Prioritize Grade Configuration Alternatives

##### • Recommendation:

- The existing grade configuration works well at all grade levels therefore should not be considered a factor in current and future facility needs. Consideration should be given to expanding options for 9th graders to enroll in WVTSC and WSHS based on their educational needs and interests.

**Charge No. 2**

**Discussion and Conclusions:**

- The Citizens Facility Committee explored the options of:
  - a. Middle school vs. a junior high school configuration.
  - While this would alleviate overcrowding at the high school by shifting ninth grade students to the junior high school it would impact all elementary school by adding sixth grade students.
  - The grade configuration is also currently in line with the state guidelines. Therefore it was felt that leaving the grades as currently configured works well for our community.
  - b. Creating a freshmen campus.
  - The option was discussed and included using the Pioneer site as a ninth grade campus. Since proximity to Wenatchee High School was an important component using the Pioneer middle school site was explored. It was noted that this solution would help alleviate overcrowding at WHS. The Pioneer site would require some internal classroom modifications to create maker spaces for an ideal learning environment for ninth grader learning.
  - This option requires building a new middle school elsewhere in the district. The most likely location to site a new middle school would be the property owned by the district at Methow, Okanogan and Crawford.
  - The committee discussed the experience of other districts. Most of 9th grade campuses in other districts have been closed.
  - It was decided that a ninth grade campus is not in the best interest of the students.

**Charge No. 3**

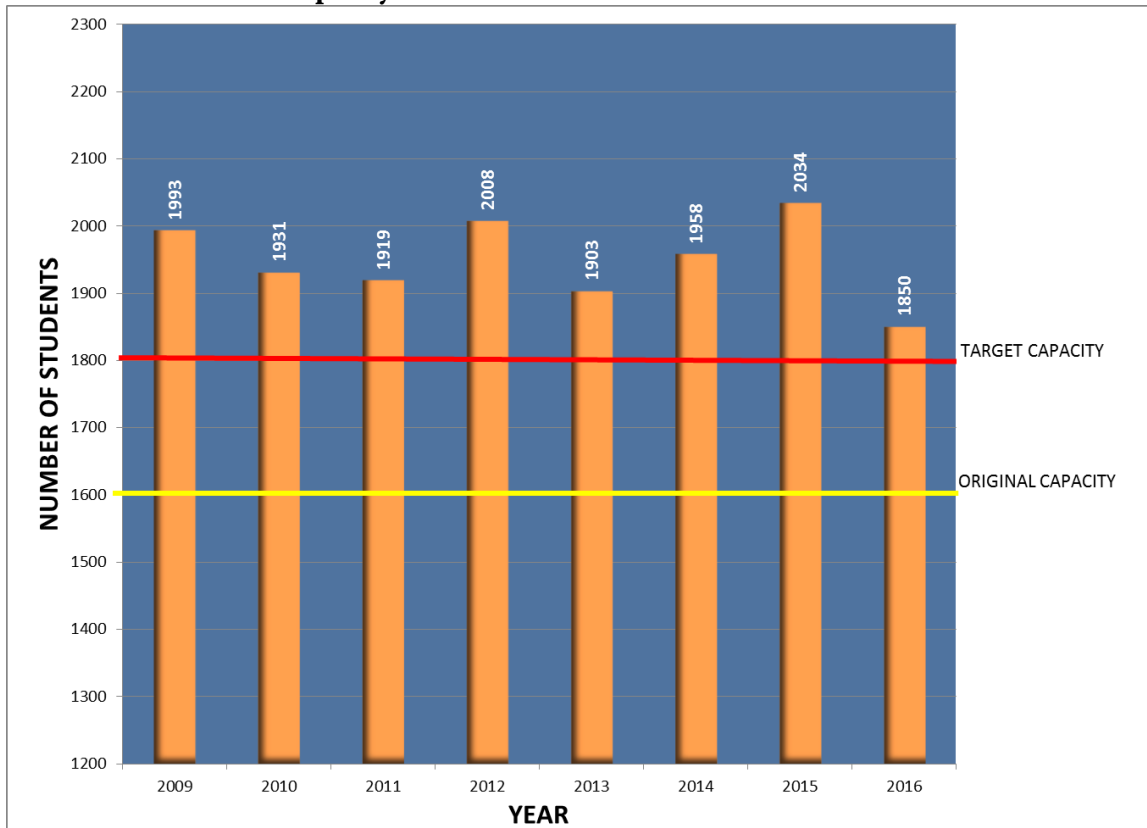
**Address Wenatchee High School's Large Student Population, Building Capacity Limits, and Outdated Infrastructure**

**Recommendation:**

- The committee recommends moving forward with a renovation of the Wenatchee High School with a student enrollment of around 1800 students. This would represent an increase of 200 students over the original capacity of the high school building. To achieve the enrollment capacity, the district should continue to pursue efforts to boost the enrollment at Westside High School and the Wenatchee Valley Technical Skills Center. For the 2016/2017 school year the District has begun to put the plan in place and has made good progress in migrating students to these two schools with enrollment up at WSHS by 43 students and WVTSC up by 4 students. The elimination of the choice program has also had an impact on lowering enrollment at WHS and other schools in the District.
- After careful consideration of the options, the committee recommends prioritizing the investment of all or virtually all the available funds Wenatchee High School. It is believed this is the most prudent investment of district and community dollars in the Wenatchee school system. Attention should also be paid to the future needs of Westside High School as the enrollment increases. The District should consider expansion of the facilities at both Westside High School and Wenatchee Valley Technical Skill Center to accommodate the increased enrollment.

**Charge No. 3**

**WHS Enrollment and Capacity**



**Charge No. 3**

**WHS Enrollment and Capacity**

**Discussion Conclusions:**

**The committee reviewed and discussed several options for addressing overcrowding at Wenatchee High School.**

- Modernizing Wenatchee High School
- Building a new comprehensive high school.
- Converting Pioneer MS into a Freshmen Campus.
- Converting Foothills MS into an alternative high school
- Building a STEAM academy for 600 students.
- Acquiring the old Public Utility District building.
- Acquiring the Old Food Pavilion for a high school.
- The City of Wenatchee intends to keep this zoned for commercial use.
- Acquiring the Wenatchee Federal Building as an alternative high school.

**Discussion Conclusions:**

- The recommends the Modernization Of WHS
- The primary drivers for modernization of the high school are:
  - Good location
  - Existing large investment in the site and buildings
  - Large site,
  - Eligible for state match funds and
  - Good bus access.
- The Committee looked at ten scenarios (with several sub-options) of how the WHS site might be modernized or a new facility constructed on the same site.
- Eight of the scenarios exceeded the likely development budget.
- Two of the options that are within the budget
- Of those options the committee recommends scenario J-1. The scenario incorporates many of the needs of the school in a sliding scale of modernization and new construction. The Committee therefore endorses adoption of scenario J-1 in conjunction with expanding programs at WSHS and WVTSC to alleviate overcrowding at WHS.

**Charge No. 4**

**Address High School Athletic Facilities: modernization and improvements to high school athletic facilities to include WHS track and stadium bleachers, restrooms, tennis courts, Recreation Park Stadium bleachers, lighting, and field improvements**

**Recommendation:**

- The Committee recommends improving the WHS athletic facilities as part of the overall modernization of WHS. We feel it is important to have high quality and equal athletic facilities for both the girls and boys athletic programs.
- Recognizing the overall cost to do all the desired improvements exceeds the available funds, the Committee recommends focusing on WHS only. Recreation park is a significant asset to the district and community and recently received a new baseball field, therefore, given the limited funds, the committee feels this project should wait until other funding sources can be identified.

**Discussion and Conclusions:**

- Equal facilities under Title 9 for both girls and boys.
- Cost of improving all the facilities is over 19.5 million dollars which exceeds the funding
- The Committee’s recommendation to the board to use most of the funds on WHS includes a recommendation to use approximately 6 million dollars for site improvements which include the athletic facilities.
- Which high school athletic facilities to improve would be decided during the design phase.
- Recreation Park should be prioritized for such time as funds are available.

**Charge No. 5**

**Address Foothills Middle School HVAC and Plumbing and Building Envelopes for Mission View, Lewis and Clark, and Columbia Elementary Schools**

**Recommendation:**

- The Committee recommends upgrading the HVAC system at Foothills Middle School with either bond funds or through a capital levy.

**Discussion and Conclusions:**

- With limited funds Foothills Middle School is the critical need at this time.
- Other facilities are in better condition and while important need to have a lower prioritization.
- While the committee recognizes the importance of replacing the HVAC system at Foothills Middle School there is concern on the timing to be able to financially address both the WHS modernization and Foothills HVAC projects in the same bond measure. If Foothills is added to the bond the committee is concerned that the money will come from upgrades to the athletic facilities at WHS.

**Charge No. 5**

	SCHOOL		
	WHS	FHMS	Rec Park
<b>FACILITY MAINTENANCE</b>			
HVAC Systems		\$6.05	
<b>ATHLETIC FACILITIES</b>			
Track, Seating & Concessions	\$3.14		
Portable Pad	\$2.75		
Tennis Courts	\$1.37		
9th Grade Baseball Field	\$1.43		
Softball or Soccer Complex & Parking	\$2.21		
Recreation Park w/ Canopy			\$8.67
		\$10.9	

1. Dollar amounts in millions
2. Dollar amounts escalated to 2019 dollars

**Charge No. 6**

School Safety and bus/parent pickup/drop off lanes at schools

BD. MINUTES 10/11/16

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- Recommendation:
- The recommendation is to fund school safety projects through the issuance of a capital projects levy.

**Charge No. 7**

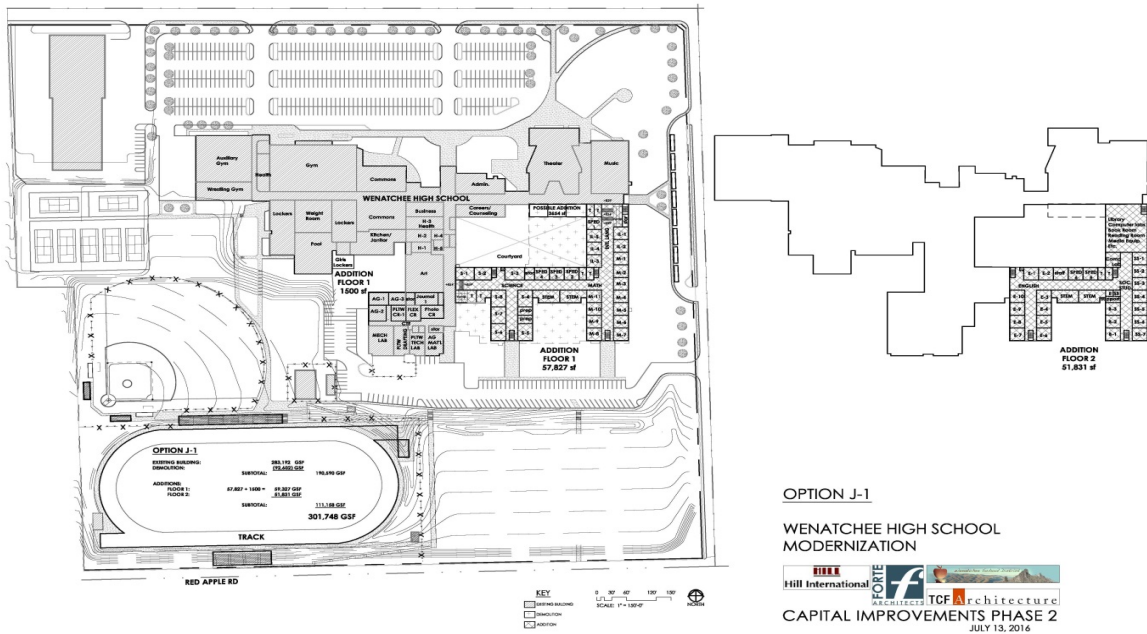
Future land requisition

Recommendation:

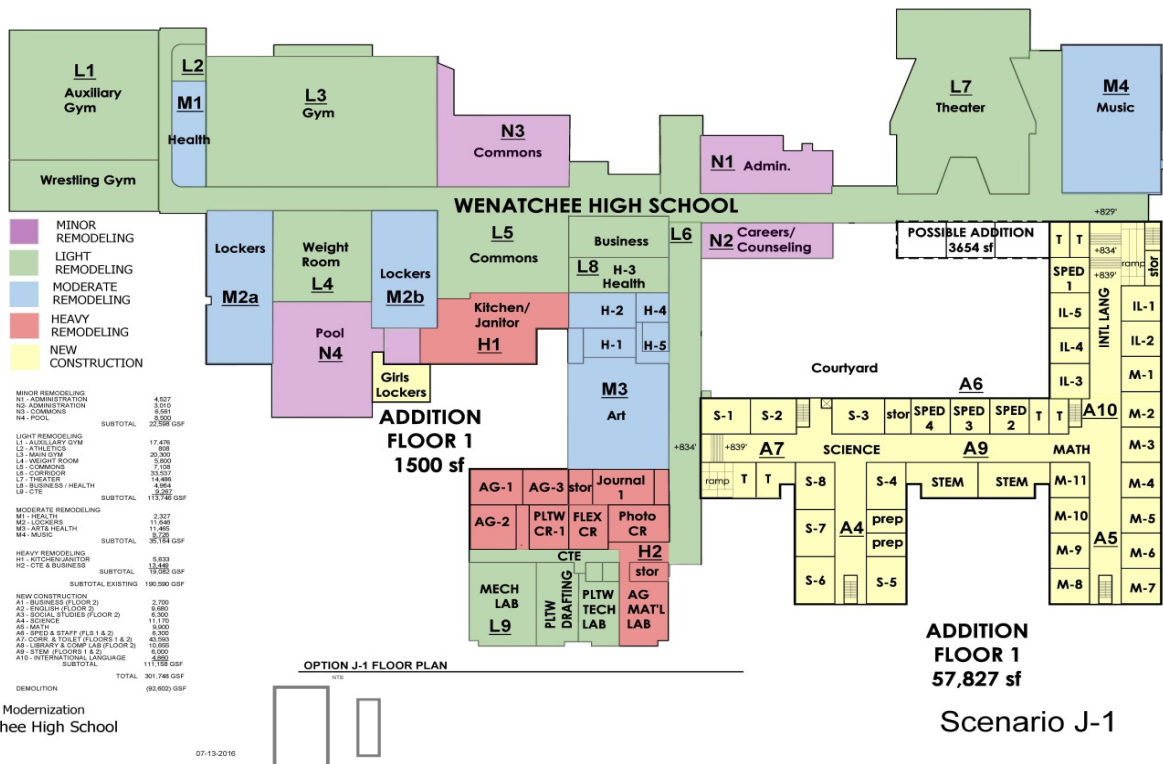
- The Committee recommendation is to continue to monitor growth in the community and only acquire property that strategically helps the mission of the school district. The district may want to consider swapping view property on the west side of the district with a developer for property that is more suitable for a school.

**WHS Option J-1 COMMITTEE LIKE THIS ONE THE BEST:**

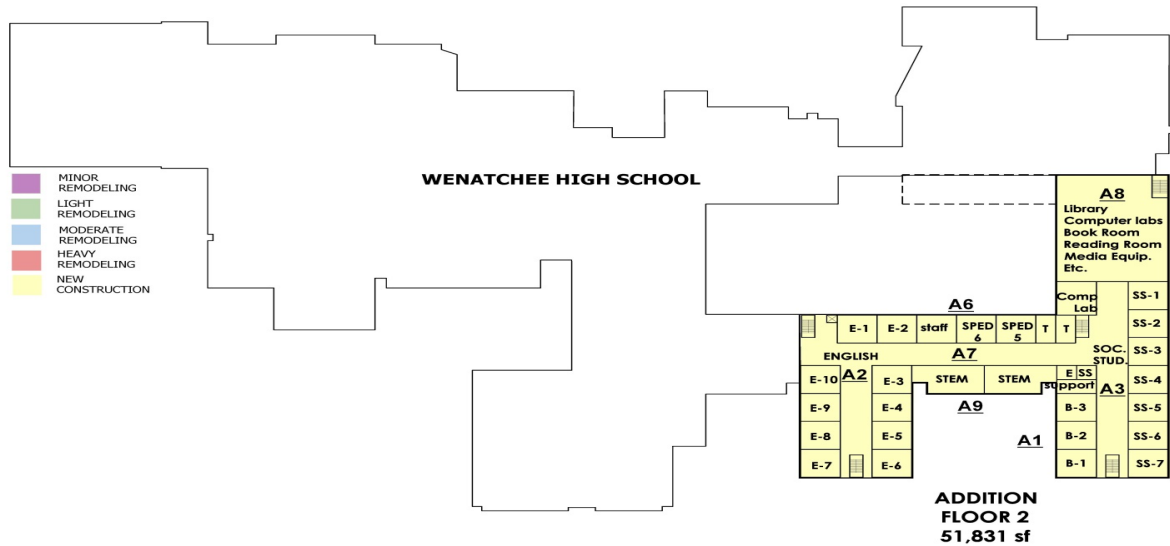
- The facilities committee reviewed several options for modernization of the Wenatchee High School.
- The options ranged from building new-in-lieu of modernization; complete modernization; building additions and annex options.
- Several factors were considered in coming to a final decision including physical space needs, student enrollment, program needs and available funds.
- With funding for the project limited by bond capacity the scale of the project had to be downsized. With all these considerations the committee endorses option J-1.
- This endorsement comes with the recommendation that enrollment be capped at 1800 students.
- The option includes a combination of light, moderate and heavy modernization of the school
- The most problematic classroom wings of the school would be demolished.
- A two-story addition would be constructed with new classrooms including STEAM maker spaces accessible to all students.
- The new classroom wing would afford the opportunity to build larger classrooms with improved acoustical separation and natural light throughout.



OPTION J-1  
 WENATCHEE HIGH SCHOOL  
 MODERNIZATION  
 Hill International | CORE Architects | TCF Architecture  
 CAPITAL IMPROVEMENTS PHASE 2  
 JULY 13, 2016







Proposed Modernization  
WENATCHEE HIGH SCHOOL


07-13-2016

**ADDITION  
FLOOR 2  
51,831 sf**

**Scenario J-1**

Mr. Zeitlin explained he square footage needs to be much larger to get all the necessary tools to teach the classes. This is not the design at this point it is merely a concept, could take on many forms before finished.

- One of 2 cost est., both very close:
- Cost projection to building costs in 2019.

Wenatchee High School Addition and Modernization Wenatchee, WA Pre-Bond Concept Estimate		Option J-1		 <b>C &amp; N Consultants, Inc.</b> Construction Cost Consultants	
				Date: August 29, 2016	
				Prepared By: AC	
OVERALL SUMMARY CONSTRUCTION COST					
	Construction	Building Area	\$/SF	\$	
Classroom Addition	New Construction	109,658 SF	409.69	44,925,274	
Girls Lockers Addition	New Construction	1,500 SF	509.40	764,104	
Administration, N1 & N2	Minor Remodeling	7,537 SF	138.94	1,047,176	
Commons, N3	Minor Remodeling	6,561 SF	131.22	860,930	
Pool, N4	Minor Remodeling	8,500 SF	64.84	551,121	
Auxiliary Gym, Athletics, Main Gym, Weight Room, L1, L2, L3, L4	Light Remodeling	44,384 SF	147.94	6,566,243	
Commons, L5	Light Remodeling	7,108 SF	226.82	1,612,248	
Corridor, L6	Light Remodeling	33,537 SF	162.12	5,436,993	
Theater, L7	Light Remodeling	14,486 SF	159.27	2,307,139	
Business / Health, L8	Light Remodeling	4,964 SF	201.01	997,828	
CTE, L9	Light Remodeling	9,267 SF	219.94	2,038,218	
Health, M1	Moderate Remodeling	2,327 SF	225.44	524,596	
Lockers, M2	Moderate Remodeling	11,646 SF	254.41	2,962,917	
Art & Health, M3	Moderate Remodeling	11,465 SF	223.52	2,562,698	
Music, M4	Moderate Remodeling	9,726 SF	240.17	2,335,902	
Kitchen / Janitor, H1	Heavy Remodeling	5,633 SF	735.67	4,144,027	
CTE H2	Heavy Remodeling	13,449 SF	282.44	3,798,499	
Existing Building Structural Upgrades	Seismic Improvements	190,590 SF	9.02	1,718,258	
Building Demolition & Abatement	Demolition	92,602 SF	14.97	1,386,662	
Courtyard	Sitework			429,936	
Athletics Field Allowance	Sitework			4,631,268	
Sitework for New Construction	Sitework			1,675,315	
Portable Classrooms	Logistics / Phasing			8,011,229	
Phasing	Phasing			2,500,000	
<b>TOTAL CONSTRUCTION COST</b>				<b>103,788,580</b>	
Indirects (Soft Costs)	42.15%			43,746,886	
<b>TOTAL PROJECT COST</b>				<b>147,535,466</b>	
<b>Potential Additional Work</b>					
Existing Building Energy Code Upgrades				3,158,794	
Existing Building Cladding and Roof Upgrades				9,693,871	
Indirects (Soft Costs)	42.15%			5,417,398	
<b>TOTAL POTENTIAL ADDITIONAL WORK</b>				<b>18,270,062</b>	

**Funding Recommendations**

- **WHS**
  - Capital Bond
  - School Construction Assistance Program (State Match) 31M
  - Remaining Phase 1 Dollars
- **Foothills MS Ventilation Project**
  - Capital Bond

- Remaining Phase 1 Dollars
- Levy
- **Facility Capital Projects**  
(Exterior Envelope, re-roofing, Fire Alarm, Traffic Improvements)
  - Capital Levy
  - Discussion on schools envelope for now

**Q&A:**

- Enrollment cap at WVTSC – can accommodate 480 students – only at 70% cap
- Meets our bond capacity – for what period of time, Trevor Carlson can answer that better and will be here next week
- We pay down every year and it is based on the county assessor, we will have those numbers soon, 129 M and how much people will pay all those things has an impact on our capacity
- Discussion on other schools that are in need, we would not be able to address them with this bond
- The committee looked at the choices to address what priorities – conclusion that WHS was in the most need due to the amount of students served there and over 40 years old
- Randy Dorn’s opinion on how we address those needs, in state politics
- Other facilities were determined to be good for awhile by the committee, and the district could manage for the foreseeable future, but a tough decision
- Portables are also an option as long as we can leverage them for additional educational needs
- 2 elementary schools now qualify for State-Match funds
- We will need a list of what else as far as facilities is pressing, a list of crucial issues

The board will review again at the workshop on Oct. 17<sup>th</sup>. The board thanked the Facilities Committee for all the work they put into this effort. Kris Cameron thanked David Zeitlin for his leadership. It was pointed out by a board member & committee member, Robert Seably, that there was a wide cross-section of members from the community on the committee along with staff members & administrators.

**VIII. WL Strategies**

**1) Strategy One - Personalized Learning**

Objective 1.3 Science, Technology, Engineering, Arts & Math (STEAM) and Project-Based Learning: Update on Migrant Summer School Programs  
 Jodi Smith Payne, Assistant Superintendent & Cyndi Valdez, Assist. Director State & Fed. Programs, & Students in Programs Coordinator of Summer Programs and James Swanson, WSD Coach/Summer School Principal.

**POWERPOINT PRESENTATION:**

K-4 Summer School  
 Summer, 2016  
 Principal: James Swanson  
 Coordinator/Grant Manager: Cynthia Valdez

**STRUCTURE**

Funding: Competitive Grant for Title I, Part C, Migrant

- National Summer Learning Alliance, Washington, D.C.
  - Office of the Superintendent of Instruction
    - Special Programs Migrant Summer-specific Grant
      - Coordinated with 21<sup>st</sup> Century Programs
        - 175 K-4 Students,
          - 8:00-1:00 pm, M-Th, 5 weeks and provided lunch

**INNOVATIVE PROGRAMS**

Washington Summer PLC

Tina Herron, Jennifer Miller, James Swanson, & Cyndy Valdez

295 districts in WA; 1 of 5 selected

Goal: Create an innovative program for replication

- 14 teachers and 16 paraprofessionals
  - Librarian
    - Art Specialist
      - Science Specialist
        - School Nurse
          - Math Computer Lab Specialist
            - Reading Computer Lab Specialist
              - Structured Recess Lead

**FOCUS AREAS**

- STEAM
  - Sense of community and belonging
    - Experiential learning
      - Areas of diminished time in the regular school year
        - Central theme of study-water

**STEAM SCIENCE**

2 GLAD science units prepped and supported by GLAD trainers (integrated literacy)

- K-2 Ocean Ecosystem
- 3-4 Freshwater Ecosystem

**SCIENCE SPECIALIST**

- middle school science teacher, Erica Wilson
  - daily for two and one half weeks

**EXPERIENCE:**

- Pacific Science Center at School
  - Parent Night
    - Seattle Aquarium Trips
      - Sense of Belonging and Community

“I contribute and belong to this school community.”

- Morning announcements
  - Morning interaction built-in
    - Wristbands
      - PBIS “Caught Being Good”

**TECHNOLOGY**

- Computer Labs (2)
  - Computer adaptive software for curricular areas math and literacy
    - Non-fiction articles selected to support science units
      - Spanish support
        - Daily access

**ENGINEERING**

*Engineering is Elementary* curriculum

- Kits with hands-on lessons
  - Begins with a real-world problem
    - Creative thinking, problem-solving, cooperative learning, and design principle

*Right:* Water, Water, Everywhere

- design of water filters, gr. 3-4

“Water, Water, Everywhere”

- Designing Water Filters, gr. 3, 4
  - 3<sup>rd</sup> grade with filter design challenge
    - Kinder class with sail design challenge
      - “Catching the Wind”
        - Designing Windmills, gr. 1,2

**ARTS**

- Art Specialist
  - Related to theme of water while integrating art theory
    - Individual and collective group projects
      - Diorama of water ecosystem
        - Mosaic panels—that we would like to display around the community

**MATHEMATICS**

- Problem-solving
  - Language of math
    - Making math visual
      - Higher level thinking board games
        - Social skills, as well as math

**MATH AND SOCIAL SKILLS**

- Board games

**Big Brainz Pre- and Post-test Data**

Summer, 2016

Graph showed an increase between pre-test and post-test. It ranged between 27% pre-test as far as 98% post-test – and amazing increase.

**Student Survey Results**

Did you feel welcome?

YES	128
A little	1
No	1

*“because the bus passed you”*

Did you feel special?

YES	102
Sometimes	14
I don’t know	1
No	11

*“because nobody special” “because other people are special in the world-not just me”*

*“because I don’t know”*

Favorite part of day

- Recess
- BigBrainz
- Math
- Going to Seattle
- Board games
- Working
- Library
- Art

Did you feel you belonged to the summer school community?

Yes	116
Sometimes	3
No	6
I don’t know	5

How did you contribute to your summer school community?

STUDENTS' COMMENTS:

- Help a friend
- I played with other people
- I did the best I did in summer school
- By participating with other students
- Worked hard
- Good attitude
- Smiling
- I tell jokes
- By not being mean
- I tied people's shoes
- I am friends when they are alone
- Smiling face
- I brought happiness
- By showing respect
- Parent Survey Results
- Overwhelmingly positive!
- (Over 100 returned)
- "My child liked summer school."
- "Thank you for this educational opportunity."
- "We hope summer classes continue."
- "My child enjoyed going to summer school."
- Suggestions for improvement centered around:
- Menu items/choices (2)
- More available water for students during summer trips (1)

**NSLA Results**

**Average score 4.2 out of 5 possible on Summer Learning Program Quality Assessment:**

- Emotional Safety
- Healthy Environment
- Warm Welcome
- Program Flow
- Emergency Preparedness
- Health and Nutrition
- Active Learning
- Skill-building & Encouragement
- Collaboration and Leadership
- Adult Partners
- Learning Strategies
- Higher Order Thinking

**Next Steps...**

- Washington PLC meetings
  - Include a 5<sup>th</sup> grade strand-science camp
    - Increase Family Connections
      - Make Sense of Belonging more visible
    - Increase teacher involvement in planning

**Discussion points of interest:**

- They participated in high level of thinking
  - They learned social skills in playing games
    - They experienced travel, some never out of Wenatchee
      - Parent participation was welcomed
        - Students able to communicate their feelings freely
- Students all were able to find something to latch on to
  - Parents were able to communicate their feelings freely
    - Evaluation of program shared - all 4-5 which is the highest
      - This is the only summer program funded through grants that we apply for

The board thanked the group for their enthusiasm and hard work, they commented that this was a very impressive presentation of work that is going on in our district. The artwork was very beautiful.

**2) Strategy Two – Tapping into the Power of the Community**

Objective 2.3 Partnerships with Businesses

Wenatchee Learns Connect Update: 2016-17

Diana Haglund, WL Connect Coordinator, presented the following to the board. Ms. Haglund thanked the board for allowing her to report to them. She gave more detail for each project and undertaking and results of their efforts.

**Board Update**

**2016-2017 EVENT SCHEDULE**

**Careers After School - Creepy Careers**

October 19 from 6-7:30 p.m. Telford Chapel of the Valley

- Funeral Director, Coroner and Detective
- Small scale event for 20 people
- Rick Phillips- Telfords, Earle Crowe - Coroner, Randy Grant - Detective
- *Upcoming: Merrill Orthodontic, January 19. Stemilt, March 24. Chelan PUD April 18, 19 and 20.*

**NCW College and Career Expo** November 1.9 a.m. - Noon Wenatchee Valley College

- Nine GEAR Up schools in NCW
- WVC students

**STEM Legislative Forum** November 1 1:30 - 3 p.m. WVC Grove

- 12 district legislators and opponents
- Moderated by Patrick D'Angelo - CEO of Washington STEM
- Hosted by WVC and Apple STEM Network

**Business Summit + Job Fair for Youth and Community** - January 24. 8 -9:30 a.m. Breakfast Summit, 10 a.m. - 3 p.m. Job Fair Wenatchee –Convention Center

- Purpose if is to increase the number of company profiles in WLC system
- Co-launch of WorkSource employer posting/job seeker platform and WLC partner portal to employers
- Keynote speaker Bill Bradbury from Monster.com corporate office. World’s largest job site.
- HS Seniors will be invited to attend to seek seasonal and part time employment
- Paid for by YouthWorks \$

Pizza Pop and Power Tools - May 7, 2016

Partner Appreciation Event - May TBD

Governors Summit - Learning Labs Grant Presentation - May TBD (Visit last week)

Kate Anderson is working with WL Connect and CTE and she is valued by both programs for her work with students.

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**EVENTS AND PROJECTS IN DEVELOPMENT OR IN PROGRESS**

- College Mentor Recruitment (IP)
- Spanish Parent Mentor Rack Cards - Worked with Donna and Yadira to design and print rack cards to promote
- WHS Open House - Arranged Live Remote and outreach to business exhibitors (IP)
- 5th grade career fair (Spring) - Meeting with elementary principals to talk about re-tooling (ID)
- Diversity Justice Day for Youth - Helping Bill set up meeting with community partners to discuss future (IP)
- Makers Faire - Volunteering at event (IP)
- Hour of Code (Lincoln and Columbia) - Helping to promote (ID)
- SOS Stream Sustainability PBL at Lincoln and Washington - Connecting business partners for resources (IP)
- Food Waste Initiative - Developed logo and secured funds for purchase of aprons (IP)
- City of Wenatchee simulation PBL - Assisting with planning and implementation (IP)
- Cashmere Mailing House social media planning - WHS Entrepreneurship Class (ID)
- Taste of Downtown - Restaurant tasting/ career and cultural exploration through food - Lincoln Elementary (ID)
- EverFi - Working with Gear up in Middle Schools and elementary principals to implement (IP)
- Business and Professional Women of Wenatchee - Student panel and professional networking (IP)

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**GRANTS & IN-KIND**

YouthWorks Grant: \$90,000 WIOA and Perkins- (Received)

- Paid for WLC volunteer portal for 3 years
- 90-Hour paid internships for Skill Source, Tech Center and WestSide
- Business Summit

National Governors Learning Lab: \$15,000 (Pending)

- Changed from a sponsorship to a grant. Sent contact back to board for approval and legal counsel review.

Girls that Code - \$10,000 Perkins CTE Competitive Nontraditional Grant (Pending) North Cascades Bank \$2,000 Tech Grant (Pending)

Sponsorships and In-kind

\$5000 Donation from Jeff @ Libke insurance for Transitions house rehab (Received) Lowes and Young Bucks In kind for sprinkler system and yard (in progress)

GEAR UP - \$10,000 NCW College and Career Expo Sponsorship (Received) Valley Tractor - \$2,000 Pizza Pop and Power Tools (Received)

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**OFFICE SPACE**

The Wenatchee Valley Chamber of Commerce has secured a new location 135 N. Wenatchee Ave. (formerly Out on a Whim) and is currently in the process of renovating this new space. WLC will have dedicated private office space inside this new facility along with access to a new 20-person boardroom and other common areas. Rent for the new space will remain the same as the 1. South Wenatchee Ave. address.

The board thanked Ms. Haglund for the detailed update.

**IX. Policy Updates**

**Strategy Four – Balance Change for All with Excellence for All**

Objective 4.1 Continuous Improvement of Service Quality

Policy Updates - First Reading:

2000 Policy Series

Jodi Smith Payne, Assistant Superintendent of Learning & Teaching & Dennis Conger, Director of CTE

Policy	Title	WSSDA Action	WSD	Key Changes	Board Decision
2000	Student Learning Goals	Revise	Yes	Minor changes in wording, added/replaced reference	
2004	Accountability Goals	Revise	Yes	Minor changes in wording, added cross reference + Change "shall" to "will"	
2005	School Improvement Plans	Revise	Yes	Changed elements from numbers to letters + Change "shall" to "will"	
2029	Animals as Part of the Instructional Program	Revise	Yes	Added cross reference + Change "shall" to "will"	
2090P	Program Evaluation	Revise	Yes	+ Change "shall" to "will"	
2108	Remediation Programs	Revise	Yes	Added cross reference + Change "shall" to "will"	
2108P				Added "disability" to replace "handicapping condition"	
2150	Co-Curricular Program	Revise	Yes	Major changes in wording and formatting. Entire policy was struck out and new verbiage in "Red"	
2240	Summer School	Revise	Yes	Added cross reference + Change "shall" to "will"	

DENNIS CONGER'S POLICIES AND PROCEDURE for October 11, 2016  
2000 Series Board Review – 1<sup>st</sup> Reading

Policy	Title	WSSDA Action	WSD	Key Changes	Board Decision
2170	Career and Technical Education	Revise	Yes	Major changes – added discrimination sentence as recommended by WSSDA Minor changes – added resources Policy News, June 2011	
2170P		Revise	Yes	Replaced all of WSD 1998 language with WSSDA current language.	
2413	Equivalency Credit for Career and Technical Education	Revise	Yes	Major change added: AP Computer Science Language Minor changes referenced: Policy 2170, RCW 28A.230.097, Policy and Legal News, Spet. 2013	

Dennis Conger, CTC Director, discussed the language of the Policy No. 2413, no WSSDA model available at this time. It was decided that we would put it on the next board agenda for action - due to the discrimination language reference. We will need to adopt it at the next meeting so we are covered and then we will follow up with WSSDA and OSPI to see if changes will be made soon. Then we can revisit it at that time. Mr. Conger has spoken to an attorney at CTE and to OSPI, he will check into new language and update us at the next board meeting.

### Procedure 3224P

Mark Helm, Executive Director of Student Services

This updated **Procedure No. 3224P Dress Code** is having a couple sentences added to comply with most recent statutes concerning gender issues. Mark Helm said the policy is in good shape, our legal counsel said the language meets the required statutes.

## X. Communications

- President Talbot reminded the board about the National School Board Association Conference, it is coming up for registration soon for a March 2017 Conference. Laura Jaecks and Jennifer Talbot will attend.
- Reminder about the school visit to Newbery Elementary this week on Thursday.
- Ms. Talbot read the following letter addressing the letters and petition the board received about the WHS 4X4 Block Schedule:

### Jennifer Talbot - Board Communication 10-11-16

*I would like to take time to acknowledge the receipt of a recent petition by the Committee to stop the 4x4. The petition is titled Stop the 4x4 block schedule at Wenatchee HS! and was delivered to Wenatchee High School Principal Eric Anderson and each Wenatchee School Board member.*

*I will read the text of the petition as presented on the MoveOn.org website:*

*“The Wenatchee High School should convene a new, well-rounded schedule committee that will represent a broad range of teachers, students and parents.*

*This committee should engage in a transparent and thorough process to arrive at a schedule/curriculum solution that is best for our high school.”*

*I will read the petition background as presented on the MoveOn.org website:*

*“As parents, students, teachers and members of the community we are alarmed to learn that a supposedly "final" decision to radically change the Wenatchee High School schedule was undertaken behind closed doors and with zero input from parents and students. This is more than a "schedule change." It is a decision to condense year-long classes into one semester, resulting in 37 fewer instructional hours per class. It's a decision to create potential gaps of 8-12 months between classes in subjects like math and foreign language. It's a decision to disrupt and possibly threaten the viability of year-long programs like Band, Mariachi, AVID, Choir, Orchestra, DECA, Sports Medicine and The Apple Leaf. A decision of this magnitude should not be undertaken by a committee of only teachers and administrators. Such a significant change in the delivery and content of curriculum should instead be implemented only after careful planning and the recommended 1-2 years of staff and curriculum development. The Wenatchee High School should convene a new, well-rounded committee that will represent a broad range of students, parents and teachers and engage in a transparent process to arrive at a solution that is best for our high school.”*

*As a representative of our many community stakeholders, I truly appreciate the feedback provided by the constituents who signed this petition. I would like to take a moment to recognize the concerns and share my perceptions.*

*Changes to the high school bell schedule started in 2014. Wenatchee High School is currently implementing a Modified Block Schedule; class periods are 85 minutes in length 3 days per week. Our Board was and continues to be concerned about the need for staff professional development as teachers and para-professionals adjust their classroom practices and strategies to a longer class period length.*

*The committee was composed of a broad range of teachers including representatives from music, art, foreign language, math, science, special education, career & tech education, physical education, counseling, English, social science, business education, and classified staff. I felt that the collaborative work that the committee completed before making a recommendation was thorough and exemplary. The committee established a common goal and vision; researched many different options; and visited schools that were using different schedules.*

*Our Board and the committee had concerns about year-long programs such as band, Mariachi, orchestra, and choir as well as other classes that require year-long continuity. We were concerned about AP classes; foreign language classes; running start and technical skills center scheduling; and the success of all students.*

The committee's work was presented at several public Board meetings; reported in the April 2016 edition of the Wenatchee School District community newsletter; and published by multiple media organizations in February 2016. On the Wenatchee High School website, there is now a section on Bell Schedule Updates that includes information on the committee's work, research, school visits, and answers to questions.

The recommendation from the Wenatchee High School Bell Committee provides an opportunity to address the following Wenatchee School District Strategic Plan elements as envisioned and developed through the Wenatchee Learns process:

- 1.1 - Flexible personalized learning system
- 1.3 - Science, Technology, Engineering, Math (STEM) and Project Based Learning (PBL)
- 1.4 - More positive and safe learning environment
- 3.3 - The right tools and resources for staff
- 4 - Balance Change for All with Excellence for All

I do wish the Bell Schedule committee had been able to involve parents and students more completely in the scheduling process and solicit feedback in a more formal way sooner than this fall. Still, I am confident and hopeful that our community, parents, students, staff, and administration will continue to collaborate with each other; engage in positive constructive dialogue; and lean into our fears of change as bell schedule variations at Wenatchee High School are implemented over the next few years.

- All board members asked that Ms. Talbot's letter addressing WHS 4X4 Block Schedule be posted on the WSD Webpage. Communications Officer, Teri Fink, will post it tomorrow, Oct. 12, 2016.
- Mr. Sealby asked to see if the WHS ASB officers could get back into reporting to the board as in the past. Luke Carlson and Christian Brandt Sims were at the board meetings regularly the last couple years.
- All board members except Jennifer Talbot will be attending the WSSDA Annual Conference in Nov.

## XI. Superintendent's Report

Superintendent Flonos reported the following:

- Agenda and packet for the October 17<sup>th</sup> Workshop was shared. Supt. Flonos gave a summary of each document in the packet:
  - Facilities Report and Recommendations
  - Piper Jaffray mileage rate sheets
  - WL Strategies/Objectives booklet
  - WL Circles: Board, Cabinet & Community Results
  - WL Board Self-Assessment
- Supt. Flonos reminded everyone to bring computers on October 17<sup>th</sup>. The board needs to be ready to give direction for the next step in looking at the bond and levies.
- Links added to Board Meeting Section of Moodle – demonstrated
- Bon Brown will give the Technology Plan and Trevor Carlson, Piper Jaffray, will also be at the workshop to present rates.
- Supt. Flonos gave the results of Thought Exchange, and they perused the webpage in detail so the board could learn how to have access.

**EXECUTIVE SESSION:** Open meeting adjourned into the executive session at 8:46 p.m. The Board President, Jennifer Talbot read the following statement:

*The school board will enter into executive session in accordance with board policy 1410 and RCW 42.30 Section A: To consider the selection of a site or the acquisition of real estate by lease or purchase. The meeting is expected to last 60 minutes. The school board will not be taking any action.*

**OPEN SESSION:** The meeting was reconvened in open session – 9:30 p.m.

## XII. Meeting Adjourned

**MEETING ADJOURNED:** President Jennifer Talbot adjourned the meeting at 9:30 p.m.

\_\_\_\_\_  
President

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

**WENATCHEE SCHOOL DISTRICT NO. 246**  
**October 25, 2016**

**TO:** BOARD OF EDUCATION

**FROM:** Brian L. Flonas, Superintendent

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

**SUBJECT:** PERSONNEL REPORT

**APPOINTMENTS**

We ask the Board to appoint:

Classified:

- Sara Alvarado: ASP Activity Instructor at Multiple Loc, effective October 12, 2016 through June 30, 2017;
- Zeyad Baghdadi: ASP Activity Instructor at Multiple Loc, effective October 5, 2016 through August 30, 2017;
- Kerry Daubert: Night Para for 3.2 hrs/day at WSHS, effective October 17, 2016;
- Ann Fox: AVID Tutor at District, effective September 16, 2016 through June 12, 2017;
- Emilia Galvez: AVID Tutor and ASP Staff/Tutor at Multiple Loc, effective September 16, 2016 through August 30, 2017;
- Michael Gordon: Bus Driver for 3.25 hrs/day at Trans, effective October 17, 2016;
- Marjorie Jordan-Sabo: AVID Tutor at District, effective September 16, 2016 through June 12, 2017;
- Thomas Marquis: Head Lifeguard at WHS, effective October 6, 2016 through June 9, 2017;
- Catrina Russ: AVID Tutor at District, effective September 16, 2016 through June 12, 2017;
- Maria Torres: AVID Tutor at District, effective September 16, 2016 through June 12, 2017;

Certificated:

- Fonda Smoots: 1.0 FTE 4<sup>th</sup> Grade Teacher at L&C, effective October 12, 2016;

**CHANGE OF STATUS**

Classified:

- Miesha Brown: Change as Para and ASP Staff/Tutor for 3 hrs/day at L&C to 6 hrs/day Para and ASP Staff/Tutor at WA, effective October 24, 2016 through June 9, 2017;



- Lila Carta: Change as Para for 6 hrs/day at WHS and .8 hrs/day at Trans to 6 hrs/day at WHS and 1.4 hrs/day at Trans, effective September 6, 2016;
- Eduardo Cortes-Solorio: Change as Homework Center Supervisor for 4.5 hrs/day at OMS to 4 hrs/day Homework Center Supervisor at OMS and 4 hrs/day Para at WHS, effective September 19, 2016;
- Sarah Cramer: Change as Bus Driver for 4.25 hrs/day at Trans to 5.05 hrs/day at Trans, effective October 3, 2016;
- Robin Crowley: Change as Bus Driver for 4.5 hrs/day at Trans to add 2 hrs/day as Para at L&C, effective September 13, 2016;
- Denise Dale: Change as Para for 6 hrs/day at MV to 6.5 hrs/day at MV, effective October 3, 2016;
- Rachel DiLorenzo: Change as Para for 6 hrs/day at Col to 6.25 hrs/day at Col, effective September 27, 2016;
- Stephanie Duncan: Change as Para Ed for 6 hrs/day at WA a 6.2 hrs/day at WA, effective September 26, 2016;
- Laurel Frede: Change as Bus Driver for 4.9 hrs/day at Trans to 7.3 hrs/day at Trans, effective October 3, 2016;
- Jennifer Howard: Change as Bus Driver for 5.25 hrs/day at Trans to 7.5 hrs/day at Trans, effective October 3, 2016;
- Judy Jaso: Change as Lead Server for 4.5 hrs/day at WA to 6 hrs/day at WA, effective October 11, 2016;
- Kay Jefferson: Change as Bus Driver for 6 hrs/day and a Trainer for 2 hrs/day at Trans to a Bus Driver for 5.55 hrs/day and a Trainer for 2.45 hrs/day at Trans, effective October 3, 2016;
- Renn Luebber: Change as Bus Driver for 5.4 hrs/day at Trans to 3.75 hrs/day at Trans, effective October 3, 2016;
- Heather McCourt: Change as Bus Driver for 6.15 hrs/day at Trans to 7.8 hrs/day at Trans, effective October 3, 2016;
- Gabriela Mejia: Change as Para for 6.3 hrs/day at SS to 6.7 hrs/day at SS, effective September 30, 2016;
- Pedro Pulido: Change as Bus Driver for 6.3 hrs/day at Trans to 6.75 hrs/day at Trans, effective October 3, 2016;
- John Rayfield: Change as Bus Driver for 5.2 hrs/day at Trans to 5.65 hrs/day at Trans, effective October 3, 2016;
- Lisa Rose: Change as Bus Driver for 4.55 hrs/day at Trans to 7.4 hrs/day at Trans, effective October 3, 2016;
- Dolly Shifflett: Change as Bus Driver for 6.7 hrs/day at Trans to 5.2 hrs/day at Trans, effective September 27, 2016 and Change as Bus Driver for 5.2 hrs/day at Trans to 7.25 hrs/day at Trans, effective October 3, 2016;
- Brandi Smith: Change as Satellite Production for 8 hrs/day at FMS to 6 hrs/day Sped Para at NBY, effective October 6, 2016, and change from Sped Para for 6 hrs/day at NBY to 6.25 hrs/day at NBY, effective October 10, 2016;
- Linda Smith: Change as Bus Driver for 4.3 hrs/day at Trans to 3.75 hrs/day at Trans, effective October 4, 2016;

- Zane Thackery: Change as Bus Driver for 3.5 hrs/day at Trans to 6.5 hrs/day at Trans, effective October 3, 2016;

Certificated:

- Angelita Jagla: Change as 1.0 FTE 4<sup>th</sup> Grade Teacher at L&C to a 1.0 FTE Instructional Coach at L&T/L&C, effective October 12, 2016;
- Jenaia Narte: Change as 0.667 FTE non-continuing Science Teacher at PIO to a 1.0 FTE non-continuing Science Teacher at PIO, effective August 30, 2016 through June 9, 2017;

**LEAVE OF ABSENCE**

The following employees have requested a Leave of Absence:

Classified:

- Linda Beaty: Extend Leave as Office Manager for 8 hrs/day at MV, effective October 17, 2016 through November 7, 2016;
- Tami Long: Leave as Elementary Server/Lead Server for 4 hrs/day at L&C, effective September 30, 2016 through October 30, 2016;
- Les Scott: Leave as Utility Custodian for 8 hrs/day at FMS, effective October 3, 2016 through February 1, 2016;

Certificated:

- Mandy Hupp: Leave as a 1.0 FTE Psychologist at Sped, effective September 19, 2016 through January 23, 2017;
- Lupe Martinez: Extend Leave as a 1.0 FTE Kindergarten Teacher at MV, effective October 10, 2016 through January 16, 2017;
- David Riggs: Intermittent Leave as a 1.0 FTE Journalism Teacher at WHS/WSHS, effective September 13, 2016 through March 13, 2017;

**RETURN FROM LEAVE OF ABSENCE**

Classified:

- Bob Leishman: Partial Return as a Utility Custodian for 4 hrs/day at Linc, effective September 19, 2016 through October 19, 2016;

**RESIGNATION**

Classified:

- Marie Royster: Resign as Night Para for 3.2 hrs/day at WSHS, effective October 1, 2016;
- Suzi Sblendorio: Partial Resignation as Para for 1.15 hrs/day at NBY, effective October 10, 2016;
- Alaina Seat: Resign as Elementary Server for 2 hrs/day at SS, effective October 6, 2016;

**RESIGNATION SUPPLEMENTAL ASSIGNMENT**

Certificated:

- Tonya Luinstra: Resign as AVID Site Coordinator at WHS, effective August 29, 2016;

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

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

Columbia Elementary:

Patricia Cone National Board Facilitator

Foothills Middle School:

Leah Fox AVID Site Coordinator

Lincoln Elementary:

Marta Guerrero 4<sup>th</sup> Grade Math is Cool  
Jeff Williams 5<sup>th</sup> Grade Math is Cool

Orchard Middle School:

Brittany Hacho AVID Site Coordinator  
Dan Myers Yearbook Advisor

Pioneer Middle School:

Brock Hurt AVID Site Coordinator

Sunnyslope Elementary:

Kathy Christman Classified LIT Member  
Jennifer Newman 5<sup>th</sup> Grade Math is Cool

Wenatchee High School:

Scott Benner .5 AVID Site Coordinator  
Holly McPhetridge .5 AVID Site Coordinator

## October 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 Flores, Jon Dejong, Les Vandervort, or the School Board.*

Date	New or Renewal or Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
10/13/16	Renewal	No	FileWave	Software Support	\$21,269	11/1/16 - 10/31/17	Ron Brown	Yes	Yes
					<b>Budget Code</b>				
					0116-32-5000-000 0179-27-7000-000				
10/10/16	New	No	Seattle University	Sub-Contract Agreement for pre-employment transition strategies	\$18,200	10/1/16 - 12/31/17	Trisha Craig	Yes	No
					<b>Budget Code</b>				
					2100-27-7000-000				
10/05/16	Renewal	Yes	The Gordon Group	External Evaluation of 21st Century Grant (Cohort 10)	\$8,000	9/1/16 - 8/31/18	Carolyn Griffin-Bugert / Bill Eagle	Yes	Yes
					<b>Budget Code</b>				
					5206-27-7000-000				
10/05/16	Renewal	Yes	The Gordon Group	External Evaluation of 21st Century Grant (Cohort 12)	\$4,000	9/1/16 - 8/31/18	Carolyn Griffin-Bugert / Bill Eagle	Yes	Yes
					<b>Budget Code</b>				
					5205-27-7000-000				
10/12/16	Renewal	No	ThyssenKrupp	Elevator Service	\$1,572	Upon Approval	Greg Thompson	Yes	Yes
					<b>Budget Code</b>				
					9700-64-7000-000				
10/06/16	Revision	No	North Central Regional Library	Student Record Confidential Agreement	N/A	9/1/16 - until terminated	Ron Brown	Yes	No
					<b>Budget Code</b>				
					N/A				
10/04/16	Renewal	Yes	Intermountain Americorps	Americorps Member to support the After School Programs	\$7,600	10/1/16 - 8/31/17	Carolyn Griffin-Bugert / Bill Eagle	Yes	Yes
					<b>Budget Code</b>				
					5500-27-7000-000				
					<b>Budget Code</b>				
					<b>Budget Code</b>				

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

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

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
10/13/2016	Renewal contract #01-1118	FileWave	Software support or the software licenses as listed on contract. Developer's software support program includes providing support via phone, email, and FileWave Alliance for the licensed products, and providing updates for the licensed products and support for such updates.	<del>\$0.00</del> <i>21,269.38</i> <b>Budget Code</b> 0116 32 5000 000 0000 0179 27 7000 000 0000	11/01/2016 - 10/31/2017	<i>Ron Brown</i>  I have read this contract and recommend it for board approval. <i>[Signature]</i> Initial _____ Date <i>10-13-16</i>	 Yes 7501600005 <i>21,269.38</i>		

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

Agency Name FileWave (USA) Inc.  
 Attention: Susan Boyd  
 Street address or PO Box 10711 America Way, Suite 250  
 City, State, Zip Code Fishers, IN 46038-7815  
 Email Address susanb@filewave.com  
 Phone Number (317) 863-6293

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

File Wave agrees to provide, and WSD agrees to pay for, software support for the software licenses as listed under section Licenses Covered. FileWave's software support program includes providing support via phone, email, and File Wave Alliance for the licensed products, and providing updates for the licensed products and support for such updates. The term this contract is for 12-months beginning from the date of WSD's initial purchase of File Wave, and will be renewed annually on November 1 for additional one-year terms. This contract be cancelled in writing at least sixty days prior to the annual renewal date.

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

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

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

**Software Support Contract # 01-1118 for Education Edition FW**

**This Contract is between:**

**(Developer)**

FileWave (USA) Inc.  
10711 America Way, Suite 250  
Fishers, IN 46038-7815

**(Customer)**

Wenatchee School District  
250 Sunset Ave  
Wenatchee, WA 98801

1. **Purpose of Contract:** By entering into this contract, Developer agrees to provide, and Customer agrees to pay for, software support for the software licenses as listed under section Licenses Covered and with the initial software provided at no cost to the Customer.
2. **Scope of Contract:** Developer's software support program includes providing support via phone, email, and FileWave Alliance for the licensed products, and providing updates for the licensed products and support for such updates. Updates include future versions of FileWave or Inventory (former Asset Trustee), but not necessarily added functionality. Developer may, in its sole discretion, charge an additional fee for providing new functionality in upgrades and/or separate products. Customer shall not be required to install any upgrades for which there is an additional or separate charge as a condition of receiving software support under this contract.
3. **Term of Contract:**
  - a. **Initial Term:** The initial term of this support contract is for 12 months beginning from the date of Customer's initial purchase of Developer's product.
  - b. **Renewal:** This support contract will be renewed annually on November 01 for additional one-year terms. This contract must be cancelled in writing by either party to this contract at least sixty (60) days prior to the annual renewal date listed above. Customer will be contacted, in writing, 90 days prior to the last day of term.
4. **Contract Price:** The fee to be paid by Customer for the initial term shall be \$19,621.20 plus applicable sales tax. The fee to be paid by Customer for the renewal period shall be the then-prevailing contract price being charged by Developer. If the renewal fee is more than 5% greater per license than the initial term fee, Customer has the right to cancel the contract in writing within thirty (30) days of notification of the increased fee.
5. **Payment Terms:** Fees charged under this support contract are due and payable within thirty (30) days of invoicing by Developer, irrespective of any dispute or disagreement between Developer and Customer, whatever its nature or origin. Developer has the right to suspend support if Customer fails to meet any of its obligations under this contract, including these payment terms.
6. **Additional Licenses:** Support for additional licenses must be ordered and purchased at the time the additional licenses are ordered and purchased. The fee for such additional support shall be based on the contract price then in effect.

**7. Customer Obligations:**

- a. **Points of Contact:** Customer shall designate one or two points of contact for the support to be provided under this contract:

**Support Contact 1**  
Travis Weedman

**Phone Contact 1**  
509-393-2077

**Email Contact 1**  
weedman.t@wenatcheeschools.org

**Support Contact 2**  
Adam Richmond

**Phone Contact 2**  
509-663-8117

**Email Contact 2**  
richmond.adam@wenatcheeschools.org

Additional points of contact may be designated for an additional fee of \$2,500 per contact per year or prorated period thereof.

- b. **Backup:** Customer must perform a daily backup. Any problems relating to Customer's failure to perform such backup are outside of the scope of this support contract, and Developer will charge its standard consulting fees for assisting Customer to resolve such problems.
- c. **Signed Contract:** Customer must ensure that a signed contract is returned to Developer. Developer is not obligated to perform any form of support unless a valid, signed contract is on file.

**8. Client Licensing (if applicable):** The Developer sells the following components on a perpetual and non-perpetual basis as defined below:

- a. **Client & Mobile Licenses:** The parties acknowledge and agree that, on installation of the software and under a separate license agreement, developer has granted to customer the Client & Mobile licenses set out in clause 11 on a perpetual worldwide, non-exclusive basis and the license to use any and all components, other than the software, which may be provided hereunder to customer.
- b. **The customer will be issued:** A software license key in alignment with their signed support agreement. Where the customer has purchased non-perpetual licenses, and at the expiry of the support contract, decides not to continue with the annual support fees for the non-perpetual licenses, the client will remove all installed non-perpetual licenses on the expiry date of the contract.

**9. FTE Licensing (if applicable):** FTE License is provided based on district's Full Time Equivalent (FTE) numbers. FileWave uses the district's FTE number times a standard unit price to calculate the annual district site license. The District FTE is calculated as - [Full Time Faculty + (Part Time Faculty / 3)] + [Full Time Staff + (Part Time Staff / 2)].

- a. **The parties acknowledge and agree:** On installation of the software and under a separate license agreement, developer has granted to customer the FTE license set out in clause 11 on a non-perpetual worldwide, non-exclusive basis and the license to use any and all components, other than the software, which may be provided hereunder to customer.
- b. **The customer will be issued:** A software license key in alignment with their signed support agreement. Where the customer has purchased non-perpetual licenses, and at the expiry of the support contract, decides not to continue with the annual support fees for the non-perpetual licenses, the client will remove all installed non-perpetual licenses on the expiry date of the contract.
- c. **By signing this support agreement:** You are confirming the district's FTE number provided to FileWave is accurate. FTE count will be reviewed annually in order to calculate the current FTE license price as part of the renewal process.

10. **Hosted Services (if applicable):** FileWave will use commercially reasonable efforts to make FileWave's Cloud (hosted) Service available with an annual uptime percentage of at least 99.95% during your service year(s).

- a. **Service Year(s)** Service Year(s) refers to your current support period as covered in this agreement.
- b. **Annual Uptime Percentage** Annual Uptime Percentage is calculated by subtracting from 100% the percentage of 30 minute periods during the service year, in which FileWave's Cloud was in the state of "Unavailable".
- c. **Unavailable** Unavailable means that all of your running instances have no external connectivity during a 30 minute period and we were unable to launch replacement instances during that time.

11. **Licenses Covered:** The following licenses are covered by this support contract:

<b>Client Licenses</b>	1235	<b>Booster Licenses</b>	13
<b>Admin Licenses</b>	17	<b>FTE Count Licenses</b>	
<b>Server Licenses</b>	1	<b>iOS Licenses</b>	2000
<b>Android Licenses</b>			(on-premise, or hosted)

12. **Signatures:** Please submit an original completed and signed contract back to us!

**FileWave (USA) Inc.**  
(Developer)

**Wenatchee School District**  
(Customer)

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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



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

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
10/10/16	New	Sub-Contract Agreement Seattle University (SU) on behalf of its Center for Change and Transition Services (CCTS)	SU received a contract to support Pre-employment Transition Services (PreETS) from the Washington State Department of Social and Health Services (DSHS), Division of Vocational Rehabilitation (DVR) designated to "Project"	\$18,200  Budget Code  2100 27 7000 000	10/1/2016 through December 31, 2017	Trisha Craig  I have read this contract and recommend it for board approval. TC Initial 10.12.16 Date	[Signature]		

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

Agency Name: Center for Change in Transition Services , Seattle Univ  
 Attention: Rebecca McColl, Grant & Contract Manager  
 Street address or PO Box: 901 12th Avenue, PO box 222000  
 City, State, Zip Code: Seattle, WA 98122-1090  
 Email Address: [mccollr@seattleu.edu](mailto:mccollr@seattleu.edu)  
 Phone Number: 206-296-5761

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

The purpose of the Transsition Learning Communities (TLC) pilot porject is to develop innovative and effective pre-employment transition strategies and practices. SU will reimburse the District for services rendered in the performance of this Agreement not to exceed \$18,200 as outlined in Exhibit B. This includes Teacher Release Time and/or Stipends, Travel, and Student Support.

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

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

Requries Edits? \_\_\_\_\_

**SUBCONTRACT AGREEMENT**  
**Seattle University ("SU") on behalf of its**  
**Center for Change and Transition Services ("CCTS")**  
**901 12<sup>th</sup> Ave PO Box 222000**  
**Seattle WA 98122-1090**

This Subcontract Agreement ("Agreement") is made between Seattle University, a Washington State non-profit institution of higher education ("SU"), and Wenatchee School District a Washington municipal corporation ("District").

RECITALS:

Whereas, SU has received a contract to support Pre-employment Transition Services (PreETS) from the Washington State Department of Social and Health Services ("DSHS"), Division of Vocational Rehabilitation ("DVR") designated to ("Project");

Whereas, the District desires to participate under the terms and conditions set forth in this Agreement in order to fulfill the goals and objectives of the Project;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. SCOPE OF WORK.

The District will perform the scope of work and fulfill the deliverables and reporting requirements of the Project as outlined in **Exhibit A**.

II. TERM

This Agreement awards funds to be expended during the period of October 1, 2016 through December 31, 2017 unless amended by written mutual agreement or terminated pursuant to the provisions of the original contract.

III. ESTIMATED COST AND EXPENDITURE LIMITATION

SU will reimburse the District for services rendered in the performance of this Agreement not to exceed \$18,200 as outlined in **Exhibit B**.

IV. PAYMENT

A. Upon acceptance of the project deliverables, receipt of invoices, and subject to the provisions of this Agreement, SU will reimburse the District for actual expenses according to the Budget in **Exhibit B**.

B. District will submit invoices to SU for reimbursement to the following contact:

Rebecca McColl, Grant & Contract Manager  
Center for Change in Transition Services (CCTS)  
Seattle University  
901 12<sup>th</sup> Ave, PO Box 222000  
Seattle WA 98122-1090  
[mccollr@seattleu.edu](mailto:mccollr@seattleu.edu)

In order for the District to receive payment, the invoices must clearly detail the nature of all expenses as outlined in Exhibit B, show the period and amount claimed for reimbursement, and reference the contract number

#44-156071-PD-L- Wenatchee

If, during the six year (6) retention period of this Agreement, a finding or questioned cost is found related directly to this Agreement, then SU will promptly notify District in order to proceed with resolution of such matter.

#### IV. INSURANCE.

The District certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

The District is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

The District maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement, provide certificates of insurance to that effect to SU.

Commercial General Liability Insurance (CGL) -to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Districts, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, as well as Seattle University, its agents and employees, shall be named as additional insureds.

#### V. CONFIDENTIALITY.

"Confidential Information" means any proprietary or confidential information as such terms are most broadly defined under common or federal, state and local law including, without limitation, the Family Educational Rights and Privacy Act ("FERPA") and shall extend to all personal and private information (and all organizations, listings, distillations and analysis thereof) pertaining to student data, it's and their personnel data, inventory information and other related data (collectively "SU Information"). District agrees that it (i) will not copy, transmit or use any of SU's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any SU Confidential Information to any third party, except as required by law, and (iii) will protect SU's Confidential Information reasonably and at least as well as it protects its own. Information is not Confidential Information if it (i) became known to the District prior to receipt from SU, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.

This provision shall survive expiration and termination of this Agreement.

- a) In addition, the District shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with District's performance of the services contemplated hereunder, except:
  - i) as provided by law; or,
  - ii) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b) ~~The District shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the District to employ reasonable security measures, which include restricting access to the Confidential Information by:~~
  - i) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - ii) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - iii) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (1) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (2) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (3) Verifying after transmittal that the fax was received by the intended recipient.
  - iv) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
    - (1) Use a Trusted System.
    - (2) Encrypt the Confidential Information, including:
      - (a) Encrypting email and/or email attachments which contain the Confidential Information.
      - (b) Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
    - v) Send paper documents containing Confidential Information via a Trusted System.
  - c) Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or District shall certify in writing that they employed a DSHS approved method to destroy the information. District may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
  - d) Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
  - e) Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. District must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

VI. OWNERSHIP OF INTELLECTUAL PROPERTY

Seattle University and the District understand and agree that materials paid for by DSHS as part of the larger contract between DSHS and Seattle University shall be owned by DSHS and shall be "work made for hire" as defined by Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes and/or training materials. Material which Seattle University and the District use to perform this contract or the larger contract between Seattle University and DSHS but is not created for or paid for by DSHS is owned by Seattle University and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which Seattle University has a right to grant such a license.

- VII. RELATIONSHIP OF THE PARTIES. The parties are independent entities. This Agreement does not create any employment, joint venture, partnership, or agency relationship between the parties or their employees. Neither party has authority to enter into contracts on the other's behalf.
- VIII. DEBARMENT CERTIFICATION. The District, by signature of this Agreement, certifies that the District is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The District shall immediately notify SU if, during the term of this Agreement, District becomes Debarred. University may immediately terminate this Agreement by providing District written notice if District becomes Debarred during the term hereof.
- IX. CODE OF ETHICS. District agrees to abide by the Code of Ethics as outlined in **Exhibit C: DSHS Code of Ethics and Standards of Practice.**
- X. INDEMNIFICATION AND HOLD HARMLESS. District agrees that any personal injury to District or third parties or any property damage incurred in the course of performance under the Agreement shall be the responsibility of District.

District agrees to indemnify, defend and hold harmless SU, its trustees, officers, employees, and agents from and against any and all claims, actions, costs, losses, damages, liabilities, demands, judgments and expenses, including reasonable attorney's fees, arising out of or anyway connected to District's performance of the Agreement, except to the extent such are caused by the negligence of SU.

The District shall be responsible for and shall indemnify, defend, and hold DSHS and Seattle University harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to:

- a) The District's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the District or any Subcontractor.
- b) The District's duty to indemnify, defend, and hold DSHS and Seattle University harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.

- c) The District waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- d) Nothing in this term shall be construed as a modification or limitation on the District's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

XI. MONITORING, AUDITS, INVESTIGATIONS. The District shall monitor its performance on an ongoing basis to ensure adequate progress is being made toward achieving the objectives of the contract, and that the management thereof is in compliance with all applicable statutes and regulations. The purpose of monitoring is to reinforce, improve, and augment the District's capacity to administer the contract by identifying potential problem areas, and recommending corrective actions to prevent deficiencies; over and underpayments may be identified at this time.

SU will periodically monitor the District's programmatic and fiscal performance in accordance with the terms and conditions of this contract. Monitoring will be done by SU at times it deems reasonable. SU will make every effort not to disturb or disrupt any program or activity beyond what is necessary to obtain relevant data and make a reasonable assessment of the District's performance. The monitoring may be done on a continuing basis during the contract term and may involve telephone contact, written communication, analysis of reports, on-site visits, and interviews as appropriate and with the involvement of all necessary team members except in the case of financial review processes. SU will provide written notice of any required corrective actions.

An audit of the District's operations may be required. SU may require an audit to be limited to the financial and compliance requirements of this contract. The single purpose or end-of-project audit would be arranged and paid for by SU or DVR. It could be performed by SU or DVR staff or by an independent public accountant, or examiner. SU shall notify the District in writing of the intent to audit prior to the start of the audit. SU has the right to recover appropriate amounts of funds from the District following the audit. SU may withhold future funding to the District if the District fails to provide the required audit reports, or to comply with audit requirements in a timely manner. If an audit report contains exceptions, the findings must be resolved to the satisfaction of SU or DVR prior to any subsequent award of funds from SU or DVR to the District.

SU may investigate any matter it deems necessary to determine compliance with State and Federal policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), questioning employees, Board Members, and students served under this contract, and entering any site or premises in which any part of a program of the District is conducted or which any of the records of the District are kept.

XII. MAINTENANCE OF RECORDS. The District shall maintain records relating to this Agreement and the performance of the services described herein. The records shall include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. All records and other material relevant to this Agreement

shall be retained for six (6) years after expiration or termination of this Agreement. Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIII. TERMINATION. This Agreement may be terminated by either party for material breach that has not been cured within thirty (30) days after written notification to the breaching party of the nature of the breach.

University retains the right to terminate this Agreement for any reason upon thirty (30) days written notice to the District. Upon receipt of such notification, the District may make no further commitments or conduct any remaining work under the Agreement and must take all reasonable actions to cancel outstanding obligations.

XIV. NOTICES. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or sent by facsimile or email (with delivery receipt), or hand delivered, when addressed as follows, or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

<b>To Seattle University:</b> Robert Dullea Interim Provost 901 12 <sup>th</sup> Avenue P.O. Box 222000 Seattle, WA 98122 mccollr@seattleu.edu	<b>With a copy to:</b> Mary S. Petersen Vice President and University Counsel 901 12 <sup>th</sup> Avenue P.O. Box 222000 Seattle, WA 98122 <a href="mailto:marypete@seattleu.edu">marypete@seattleu.edu</a>
<b>To District:</b>	

XV. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington without regard to conflicts of laws principles. The state courts of Washington and the United States District Court for the Western District of Washington will have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement. Venue for purpose of litigation will be King County, Washington.

- XVI. MODIFICATION. No amendment, modification, addition, or change to this Agreement shall be effective unless in writing and signed by authorized officials or agents of both parties.
- XVII. WAIVER. The failure of either party to assert a right hereunder or to insist upon compliance with any term of condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.
- XVIII. SEVERABILITY. The provisions of this Agreement are severable. If any provision of this Agreement is declared void or invalid by any court of competent jurisdiction, all other provisions of this Agreement shall remain binding.
- XIX. ASSIGNMENT. District may not assign this Agreement to any other person or entity.
- XX. ENTIRE AGREEMENT. This Agreement, including all exhibits, contains the entire agreement of the parties with respect to this matter. No representations have been made or relied on by either party, other than those expressly provided for in this Agreement.
- XXI. AUTHORITY. The undersigned represent and warrant to each other that they possess all right, interest, and authority necessary to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date.

**SEATTLE UNIVERSITY**

**District**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Name: Robert Dullea

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

Title: Interim Provost

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

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

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



## EXHIBIT A: Scope of Work, Deliverables and Reporting Requirements

The purpose of the Transition Learning Communities (TLC) pilot project is to develop innovative and effective pre-employment transition strategies and practices. Through careful analysis of local and regional data, TLCs will discover and implement transition practices that are aligned to and grounded in transition research. The long-term goal of the TLCs is to increase positive post-school outcomes within their Districts.

The specific objectives of the project are to:

1. Increase the number of students with a disability who receive (a) job exploration counseling, (b) work-based learning experiences, (c) postsecondary education counseling, (d) work-place readiness training, and (e) instruction in self-advocacy.
2. Increase outreach and support strategies to include families in the transition process.
3. Identify and track students with disabilities for direct pre-employment services with DVR.
4. Disseminate information and strategies to local Transition Networks to improve postsecondary engagement in employment and education.

### I. Scope of Work

1. **Designate a “TLC Leader.”** District’s team will be asked to designate a TLC leader for each high school participating in the pilot. Each TLC lead will serve as the school’s primary point of contact during this pilot; help facilitate administration, staff, and family buy-in for the TLC Project; serve as a resource at the school during implementation; and champion the goals of the program. The Center for Change in Transition Services staff will assist in facilitating meetings, developing agendas and provide support and resources for TLC meetings. The building leader will collaborate with CCTS in this work.
2. **Attend TLC meetings.** District’s TLC staff will be required to attend six (6) TLC workshops facilitated by a CCTS Transition Specialist and six to eight (6-8) additional TLC meetings during the project period.
3. **Analyze IEPs for transition services.** District’s TLC will examine post-school and other relevant District data to create an action plan. CCTS staff will work with the TLC team to select data-driven and research-based transition service areas that will positively influence student post-school outcomes.
4. **Participate in shared learning.** As a brand new program, a key purpose of the pilot is to learn and improve the program’s structure before expanding to other Districts throughout the state. Selected schools will be considered core-learning partners during the initial project. Partner Districts will be asked to:
  - a. Actively engage in program design. TLC leaders, team members, and school administrators will be engaged in regular discussions.
  - b. Participate in a Transition Learning Community. Selected teachers and support professionals will participate in monthly TLC workshops and group meetings.
5. **Assist and facilitate outreach activities.** Outreach will include adult services agencies, families, and community organizations.
6. **Provide access to data and data collection opportunities.** Data collected over the course of the TLC pilot will help us better understand how to tailor the program. Because of this, we require partner Districts to:
  - a. Provide access to data as aligned with TLC action plan. CCTS will use data as part of the Transition Learning Community facilitation process. District data may

include graduation rates, dropout rates, IEP transition components, and post-school outcome data.

- b. Facilitate opportunities for data collection. CCTS is interested in periodically collecting data (as appropriate and aligned to action plans) from school staff and families. Data collection may occur as surveys, informal or formal interviews, focus groups, or observations.
7. **Other activities.** Project Districts may be asked to participate in and provide information for media and project dissemination activities (i.e., attend local conferences).

Districts selected to participate in the pilot will share some responsibilities with CCTS/DVR:

1. **Curriculum and Assessment.** Transition services based on age-appropriate transition assessments are a core ingredient for post-school success for students with disabilities. CCTS and the Transition Learning Communities will work together to determine appropriate curriculum and assessment that can be integrated seamlessly into the existing classroom structure, school, and community.
2. **Professional Development.** CCTS and District leadership will work together throughout the course of the project to ensure that District administration and staff is informed about the TLC pilot and receive assistance as needed.

## II. Deliverables and Reporting Requirements

Pilot representatives for each District must provide the following reports and notifications by the due dates outlined below. Reports and notifications may be delivered to Jennifer Stanton, Assistant Director, via hardcopy to SU/CCTS or electronically to: [stantonj@seattleu.edu](mailto:stantonj@seattleu.edu).

1. One TLC Meeting schedule and 1 TLC Workshop schedule due by 10/31/2016
2. One TLC SMART Goal due by 10/31/2016
3. One TLC Action Plan due by 10/31/2016
4. Two QuIST narratives (comparative pre & post) due by 10/31/2016 and 10/31/2017
5. Six TLC SMART goal benchmark reports (1 per workshop; due within one week after workshop)
6. Six TLC Meeting reports (1 per meeting; due within two business days after meeting)

**EXHIBIT B: Budget**

<b>Cost Description</b>	<b>Budget (not to exceed)</b>
<p><b>Teacher Release Time and/or Stipends</b>                      Release time for teachers to attend TLC workshops and meetings during school hours.                      (Up to 12 teachers x \$175/day x 0.5 days x 14 meetings);                      and/or,                      Stipends for teachers to participate in TLC workshops and meetings during after school hours.                      (Up to 12 teachers to attend 14 meetings).</p>	<p>\$14,700</p>
<p><b>Travel</b>                      Mileage, parking, lodging, and other travel related costs as needed for teachers participation in TLC workshops and meetings.</p>	<p>\$1,500</p>
<p><b>Student Support*</b>                      Service and supply costs for classroom, field trips, or after- school programs that align with the TLC action plan.</p>	<p>\$2,000</p>
<p><b>Total Budget (not to exceed)</b></p>	<p><b>\$18,200</b></p>

*\*Prior approval is required from CCTS before funds may be spent in the Student Support category. Expenditures must align with the TLC action plan to be submitted to CCTS by October 31, 2016.*

## ATTACHMENT C



Washington State  
Department of Social  
& Health Services

### Division of Vocational Rehabilitation Code of Ethics and Standards of Practice

#### **Introduction**

The following Code of Ethics outlines the guiding principles that should underlie the actions of all individuals and organizations delivering DVR Services to Consumers. Consumers are current DVR Clients, students who are potentially eligible for VR services who are recipients of DVR Pre-employment Transition Services (PreETS), or other individuals who are neither a current DVR client nor a current recipient of Pre-ETS but who are eligible for a service under a DVR contract. The Standards of Practice describe how the Code of Ethics should be applied operationally. These standards will provide a foundation and basis of adjudication should DVR learn of possible ethical violations on the part of DVR Services Contractors who interact with Consumers as defined above.

#### **CODE OF ETHICS**

To promote the highest standards of ethical conduct, all personnel of DVR Services Contractors shall:

- Hold paramount the well being of people served professionally.
- Respect and uphold Consumer rights.
- Uphold the principles of informed choice.
- Practice only in area(s) of competency.
- Respect Consumer privacy and release no information about the Consumer without his/her expressed, written permission.
- Engage in no conduct that constitutes a conflict of interest or that adversely reflects on his or her professional practice.
- Seek only deserved, honest and reasonable monetary reimbursement for services.
- Issue only objective and truthful statements regarding services.
- Comply with the laws and policies that guide professional practice.

#### **STANDARDS OF PRACTICE**

In the following areas, all personnel of DVR Services Contractors shall:

##### **Respect for DVR Clients, Recipients of PreETS, and Title VII Part B Consumers**

- Hold the Consumer's well-being paramount and consider each Consumer's individuality.
- Not discriminate in the provision of services or products on the basis of disability, race, national origin, religion, creed, gender, age, veteran status, marital status, or sexual orientation.

- Only recommend, support, or implement services that do not expose the Consumer (or others) to unreasonable risk, exploitation, and/or personal injury. Inform the Consumer as fully as possible to all risks.

### **Informed Choice**

- When recommending services, fully involve the Consumer and inform him or her of all reasonable options available, including costs. These recommendations shall not be limited to anyone's perceptions about the availability of resources.
- Fully inform the Consumer or his or her advocate about all aspects of any final recommendations and make only reasonable statements about expected outcomes.
- Consider the current and future needs of the Consumer when developing recommendations and fully inform the Consumer of those perceived needs.
- Fully and accurately disclose to the Consumer the qualifications of all staff members who will serve them directly.

### **Professionalism and Competency**

- Comply with all licensing, credentialing and/or accreditation requirements recognized in their fields of service.
- Provide services only within the scope of their competency, taking into account their education, experience, and training and recognizing the limits of their own skills and knowledge in any professional area.
- Take on only those professional commitments and agreements that they can fulfill, and carry out those obligations in a timely way.
- Stay current in all aspects of their professional practice through ongoing education. Topics should include accessibility, funding, legal issues, recommended rehabilitation practices, clinical practice, and emerging services or technologies.
- Not provide professional services, nor allow any representative to provide services, while under the influence of drugs or alcohol or while substance abuse or a health condition influences their judgment.
- Not engage in conduct that reflects adversely on their profession or calls into question their fitness to serve Consumers.
- Avoid any action, intentional or accidental, professional or personal, that would exploit the dependency and trust of the Consumer.

### **Service Delivery**

- When the Consumer's best interest requires it, collaborate or "team up" with providers from other professional disciplines to delivery services. DVR Services Contractors shall present only complete and factual information about other providers.

- Within the scope of their competency, use every resource reasonably available to meet the Consumer's. This may require referring the Consumer to other service providers for services.
- Maintain procedures to measure the effectiveness and efficiency of their operations and to enhance service quality.

**Conflict of Interest**

- Maintain only those **professional** relationships that do not create a real or perceived conflict of interest. DVR Services Contractors shall inform the Consumer or their advocates of any employment relationships, professional affiliations, or fiduciary interests that may be perceived as a conflict of interest. DVR Services Contractors must decline to provide services when any such affiliation or interest is likely to influence their professional judgment.
- Make every effort to avoid **personal** relationships that could influence their professional judgment or be perceived as a conflict of interest.

**Sound Business Practices**

- Not engage in fraud, waste, or abuse when charging for services.
- Be truthful and accurate in all public statements about the services and products they provide.
- Stay within the scope of services agreed upon by the Consumer and DVR.
- Maintain sound business practices and financial records by using Generally Accepted Accounting Principals (GAAP).
- Maintain adequate records of evaluations, assessments, services, recommendations, reports, or products provided and preserve the confidentiality of those records, unless disclosure is required by law, or for the protection of the Consumer or the public.

I acknowledge that I have read and understood the preceding statements, and agree to its terms.

CONTRACTOR SIGNATURE	DATE
PRINTED NAME	TITLE

## <District/Collaborative Name> TLC Workshop and Meeting Schedule

Complete the form below to outline your TLC Workshop and Meeting Schedule. Return to your Transition Specialist by October 31, 2016.

**TLC Workshops** are facilitated meetings with TLC participants and a CCTS Transition Specialist. TLC workshop dates must be agreed upon with the Transition Specialist.

**TLC Meetings** take place apart from facilitated workshops, without the presence of a Transition Specialist. TLC participants are responsible for determining meeting dates.

	Date	Time	Location
<b>Workshop 1</b> (Oct. 17-31, 2016)			
<b>Meeting 1</b> (Between Workshops 1 & 2)			
<b>Workshop 2</b> (Nov. 1-mid Dec. 2016)			
<b>Meeting 2</b> (Between Workshops 2 & 3)			
<b>Workshop 3</b> (Jan. 1-March 31 2017)			
<b>Meeting 3</b> (Between Workshops 3 & 4)			
<b>Workshop 4</b> (April 1-June 30, 2017)			
<b>Meeting 4</b> (Between Workshops 4 & 5)			
<b>Meeting 5</b> (Between Workshops 4 & 5)			
<b>Workshop 5</b> (July 1-Oct. 31, 2017)			
<b>Meeting 6</b> (Between Workshops 5 & 6)			
<b>Workshop 6</b> (Nov. 1-mid Dec. 2017)			



# Building a SMART Goal

**Directions:** This worksheet is for generating one district SMART Goal. Respond in descending order to each prompt below, which will help guide you toward a SMART Goal for your Transition Learning Community.

S	<p><b>Specific:</b> What areas of QuiST data, Indicator data, or other conditions in your district are you aiming to improve through this pilot? Include the specifics of that data.</p>		
M	<p><b>Measurable:</b> How can progress be measured? If the goal is qualitative, what observable and measurable indicators will show your progress?</p>		
A	<p><b>Achievable:</b> To what degree can you improve in one year? What is a feasible goal that is ambitious enough to build toward major impacts for your district(s)?</p>		
R	<p><b>Relevant:</b> How will reaching this goal affect your school and your students? What makes this goal relevant and important to you?</p>		
T	<p><b>Trackable:</b> How will you check on the progress of this goal throughout the year in meaningful ways? Even if you haven't reached the goal yet, how will you know that you are getting closer</p>		

The final SMART goal is:



Center for Change in Transition Services | [www.seattleu.edu/ccts](http://www.seattleu.edu/ccts) | 206-296-6494  
*Improving post-school outcomes for students with disabilities in Washington State*



**TLC Action Plan** *(This is a living & changing document, which will be assessed and updated in each workshop)*

Action Text – This should be a brief but descriptive explanation of an observable or measurable action. Each action should directly contribute toward the SMART Goal, and should be within the TLC’s locus of control.

Person/People – Who is in charge of completing this action?

Supports/Resources – What is needed in order to complete this action?

Timeline or Frequency – When or how often will this action be executed?

<b>SMART Goal:</b>			
<b>Action Text:</b>	<b>Person/People:</b>	<b>Supports/ Resources:</b>	<b>Timeline (or) Frequency:</b>
1.			
2.			
3.			
4.			
5.			



Center for Change in Transition Services | [www.seattleu.edu/ccts](http://www.seattleu.edu/ccts) | 206-296-6494  
*Improving post-school outcomes for students with disabilities in Washington State*

## <District/Collaborative Name>

### QuIST Narrative

As a group, review/update your district's responses to the QuIST. Make note of any individual differences you have throughout the group process. Then, please answer the questions below. This form is to be completed in Workshop 1 (October, 2016) and again in Workshop 6 (December 2017).

#### 1. School-Based Activities

What do the data from your School-Based Activities results tell you?

#### 2. Work-Based Learning

What do the data from your Work-Based Learning results tell you?

#### 3. System Support

What do the data from your System Support results tell you?



#### 4. Family Involvement

What do the data from your Family Involvement results tell you?

#### 5. Agency Connections

What do the data from your Agency Connections results tell you?

#### 6. On which domain was it most difficult to reach consensus?

Why?

School-Based  
Activities

Work-Based  
Learning

System  
Support

Family  
Involvement

Agency  
Connections



**7. Which domain had the most surprising results? Why?**

School-Based Activities	Work-Based Learning	System Support	Family Involvement	Agency Connections
----------------------------	------------------------	-------------------	-----------------------	-----------------------

**8. (2016) Which domain will be the most challenging to improve. Why?**

**(2017) Which domain was the most challenging to improve? Why?**

School-Based Activities	Work-Based Learning	System Support	Family Involvement	Agency Connections
----------------------------	------------------------	-------------------	-----------------------	-----------------------

**9. (2016) Which domain are you most looking forward to improving. Why?**

**(2017) Which domain was the most rewarding to improve? Why?**

School-Based Activities	Work-Based Learning	System Support	Family Involvement	Agency Connections
----------------------------	------------------------	-------------------	-----------------------	-----------------------



# Benchmarks

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

**Directions:** Copy one SMART goal from your district into the first field below, and then reflect on the prompts beneath it to indicate progress toward this goal and future steps that will be necessary.

The SMART goal for our pilot is:

By the end of the year...

---

What has been accomplished so far toward that goal?

What must be accomplished by the next meeting? (Next meeting date: \_\_\_\_\_)

What is your role in meeting this benchmark?

What support do you want/need from others so you can meet this benchmark?  
*(From CCTS, from other leaders in your district or pilot, from community members, etc)*



## TLC Team Meeting Report Form <District/Collaborative Name>

Feedback Forms must be completed after every team meeting, and copies emailed to team members and transition specialist within 24 hours.

**Team Members:**

Name	Present	Absent

**Needs from Building Administrator:**

**Needs from CCTS:**

**Steps for Next Facilitated Meeting:**

Action Item	Person Responsible	Deadline



---

## Re: CCTS Pilot Funding – response required

1 message

---

**Karen Walters** <[walters.k@wenatcheeschools.org](mailto:walters.k@wenatcheeschools.org)>

Mon, Sep 26, 2016 at 3:39 PM

To: "McColl, Rebecca" <[mccollr@seattleu.edu](mailto:mccollr@seattleu.edu)>

Cc: "craig.t@wenatcheeschools.org" <[craig.t@wenatcheeschools.org](mailto:craig.t@wenatcheeschools.org)>, Denise Watson <[watson.d@wenatcheeschools.org](mailto:watson.d@wenatcheeschools.org)>, Gina Oliver <[oliver.g@wenatcheeschools.org](mailto:oliver.g@wenatcheeschools.org)>

Hello, Thank you for the information. All of our contracts require school board approval. If Trisha Craig agrees to participate, she will submit the documents to initiate our board approval, and once signed, we will return them as you have requested. Thank you!

---

Karen Walters  
Director of Accounting  
Wenatchee School District  
(509) 663-8161 x 33235

On Sep 26, 2016, at 3:33 PM, McColl, Rebecca <[mccollr@seattleu.edu](mailto:mccollr@seattleu.edu)> wrote:

Dear Karen:

The Center for Change in Transition Services (CCTS) at Seattle University is pleased to select your district to participate in the 2016-2017 Transition Learning Communities (TLC) Pilot Project. As a participant, your district may be reimbursed for staff participation, mileage, and related student support costs for project activities effective October 1, 2016 through December 31, 2017.

Please review the attached Subcontract Agreement complete the following:

- Initial and check the appropriate box on page 2.
- Fill in the contact information on page 6.
- Fill in page 7 and sign in original ink.
- Fill in page 3 of Attachment C and sign in original ink.

Please e-mail one scanned copy of the signed agreement to me at [mccollr@seattleu.edu](mailto:mccollr@seattleu.edu). You may contact me at (206) 296-5761 with any questions.

Also included is a Reporting and Deliverables Packet, which includes sample reporting documents for your pilot representative.

CCTS extends best wishes for your success in this program, and we look forward to working with you.

Thank you.

Sincerely,  
Rebecca

**Rebecca McColl, MA** | Grant Manager  
**Center for Change in Transition Services**

---

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

---

**2 attachments**

 **CCTS Pilot District Contract Wenatchee.pdf**  
165K

 **Deliverables and Reporting Packet.pdf**  
542K





**"Federal" Contract Cover Sheet**  
**Request Board Approval**

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?	Attorney Review Required?
10/05/16	Renewal	The Gordon Group	Required external evaluation of 21st Century Community Learning Center grant (Cohort 10)	\$8,000	9/1/2016 to 8/31/2018	<u>C. Griffin-Bugert</u>	 yes	yes	
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.			
				5206 27 7000 000		 Initial 10/12/16 Date			

*Copy signed contract to Carolyn G-B*

**Federally Funded Agreements for Professional Services:**

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

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

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

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

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

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

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

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

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

Dr. Janet Gordon provided REQUIRED evaluation services for the 21st Century Community Learning Center grant. We have contracted with Dr. Gordon since 2009. This is a two-year contract that will end when the grant ends in August 2018.

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

Signature

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

**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 21<sup>st</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> Century grant OSPI meetings for evaluators.
- 7) Complete final 21<sup>st</sup> 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 9/1/2016 to 8/31/2018 for an *annual* amount of \$7,500.00 (21<sup>st</sup> CCLC Cohort 10). Travel will be reimbursed by Wenatchee School District not to exceed \$500.00 annually.

Signature Dr. Janet Gordon Date 10/5/2016

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

USER NAME

PASSWORD

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**"Federal" Contract Cover Sheet**  
**Request Board Approval**

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?	Attorney Review Required?
10/05/16	Renewal	The Gordon Group	Required external evaluation of 21st Century Community Learning Center grant (Cohort 12)	\$4,000	9/1/2016 to 8/31/2018	<u>C. Griffin-Bugert</u>	[Signature]	yes	
				<b>Budget Code</b>		I have read this contract and recommend it for board approval. [Signature]			
				5205 27 7000 000		[Initials] 10/12/16 Date			

*• copy signed contract to Carolyn G-B*

**Federally Funded Agreements for Professional Services:**

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

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

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

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

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

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

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

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

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

Dr. Janet Gordon will provided REQUIRED evaluation services for the new (Cohort 12) 21st Century Community Learning Center grant. We have contracted with Dr. Gordon since 2009 to provide evaluation services on a variety of grants. This is a two-year contract. The grant ends in August 2020.

**Reviewed by Attorney**

\_\_\_\_\_  
Signature

**Requires Edits?**

\_\_\_\_\_

**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 21<sup>st</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> Century grant OSPI meetings for evaluators.
- 7) Complete final 21<sup>st</sup> 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 9/1/2016 to 8/31/2018 for an *annual* amount of \$3,500.00 (21<sup>st</sup> CCLC Cohort 12). Travel will be reimbursed by Wenatchee School District not to exceed \$500.00 annually.

Signature Dr. Janet Gordon Date 10/5/2016

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

USER NAME

PASSWORD

LOG IN

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[Forgot Password?](#)

[Create an Account](#)

# Search Results

Current Search Terms: **The\* gordon\* Group\***

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**No records found for current search.**

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By Record  
Status

By Record  
Type

SAM | System for Award Management 1.0

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WWW2

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



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

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

**All contracts require school board approval.**

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
10/12/16	Renewal	ThyssenKrupp	Elevator service	\$1,572	Upon signature on contract	<u>Greg Thompson</u>			This is decided at the district office.
				<b>Budget Code</b>		I have read this contract and recommend it for board approval			
				<u>9700-64-7000</u>		 Initial <u>10/12/16</u> Date			

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

Agency Name ThyssenKrupp Elevator Corporation  
 Attention: Tyson Guthrie  
 Street address or PO Box 9711 E Knox Ave Ste 1  
 City, State, Zip Code Spokane WA 99206  
 Email Address Tyson.Guthrie@thyssenkrupp.com  
 Phone Number 509-533-2701

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

If this is a revision, what has changed?

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

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

Signature

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

# Bronze Service Agreement

**Purchaser:** Wenatchee School District  
235 Sunset Ave  
Wenatchee, WA 98801

Hereinafter referred to as "Purchaser", "you", and "your".

**By:** ThyssenKrupp Elevator Corporation  
9711 E Knox Ave Ste 1  
Spokane Valley, WA 99206  
Phone: 509-533-2701  
Fax: 509-533-1811  
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

## BRONZE SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

### Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Pioneer Middle School Gym	1620 Russell Street	Otis	Hydraulic	Elevator 1	3

**ThyssenKrupp Elevator Americas**





# Bronze Service Agreement

## Limited Preventative Maintenance Program

We will service your elevator equipment described in this agreement 4 times per year. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, cleaning and lubrication will cover the following components of your elevator system:
  - o Controller
  - o Machine
  - o Motor
  - o Interlocks
- Lubricate guide rails
- Make minor adjustments at the time of the regular examinations

## Parts Repair and Replacement

Repair and/or replacement parts and labor are **not included** in this agreement without an additional charge. We will furnish the necessary lubricants and cleaning materials excluding the replacement of hydraulic fluid at no additional charge.

## Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

# Bronze Service Agreement

## Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to your service requests during normal business working days and hours, as defined above, and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard billing rates.

## Overtime Service Requests

We will respond to your overtime service requests and you agree to pay the costs for any necessary replacement parts and all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

## ThyssenKrupp Communications® (Check box if included)

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

## Bronze Service Agreement

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.



# Bronze Service Agreement

## **Product Information**

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

## **Safety**

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

## **Other**

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

## **Items Not Covered**

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

# Bronze Service Agreement

Category 5 testing not included

## Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not

# Bronze Service Agreement

operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

## Price.

The price for the services as stated in this agreement shall be One Hundred Thirty One Dollars (\$131.00) per month, excluding taxes, payable Annually in advance.

## Term

This agreement is effective for Sixty (60) month(s) starting upon acceptance and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days ~~but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days~~ before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

TG  
WST

## Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

## Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

## Pre-Existing Conditions and/or No or Limited Pre-Maintenance Inspection

ThyssenKrupp Elevator submits this agreement with the understanding that all existing equipment has been the subject of an appropriate maintenance program. During the first ninety (90) days of this agreement, ThyssenKrupp Elevator, at its sole option, will thoroughly inspect the equipment and may submit a comprehensive evaluation of findings to Purchaser. Should that evaluation reveal items that ThyssenKrupp Elevator determines, in its sole opinion, require repair and/or replacement, we will provide you with a written proposal for that work at additional cost to you. Should you fail to

Elevator Maintenance Agreement

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# Bronze Service Agreement

its sole option, will thoroughly inspect the equipment and may submit a comprehensive evaluation of findings to Purchaser. Should that evaluation reveal items that ThyssenKrupp Elevator determines, in its sole opinion, require repair and/or replacement, we will provide you with a written proposal for that work at additional cost to you. Should you fail to accept our proposal, we shall have the exclusive right to either immediately terminate this agreement or exclude the affected component from this agreement upon written notice to you. Should unsafe or hazardous conditions exist, we retain the exclusive right to terminate this agreement immediately upon written notice to you.

## **Special Considerations**

### **Maintenance Control Program**

ThyssenKrupp will perform service in accordance with our written Maintenance Control Program accepted by the State of Washington. This program shall meet or exceed the requirements of the authority having jurisdiction when pertaining to ASME A17.1-2010 Code, Section 8.6 and 8.11 and the applicable WAC Codes that are in affect at the time of the signing of this addendum. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided onsite with each controller as required by code. The work shall be completed in accordance with the ThyssenKrupp Elevator maintenance procedures that have been reviewed and approved by the State of Washington, Department of Labor and Industries, Elevator Division as of July 2013. We will also perform the Category 1 testing outlined in ASME A17.1-2010 as part of this agreement, but do not perform any Category 3 of 5 tests as part of this agreement unless such tests are specifically listed as included elsewhere in this agreement.



# Bronze Service Agreement

**Acceptance**

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

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

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



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

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
10/06/2016	Revision	North Central Regional Library	This is for a Student Record Confidentiality Agreement between the WSD and NCRL, which addresses NCRL's access to District student records and information.	\$0.00	09/01/2016 - n/a	Ron Brown		No	
				Budget Code		I have read this contract and recommend it for board approval.			
				Various		Initial: <u>RB</u> Date: <u>10-6-16</u>			

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

Agency Name: North Central Regional Library  
 Attention: Chad Roseburg, Assistant Director  
 Street address or PO Box: 16 N. Columbia Street  
 City, State, Zip Code: Wenatchee, WA 98801  
 Email Address: croseburg@ncrl.org  
 Phone Number: (509) 663-1117

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

NCRL's legal team has re-written some sections to make the MOU more generic and less complex, with the potential to be applicable to other schools.

A vareity of line-item edits have been made; please see attached document for edit details.

Wenatchee School District ("District"), and NCRL Inc. ("NCRL") have entered or are planning to enter into an MOU to address NCRL's receipt of and access to certain District student records and information. This MOU will address proper treatment of any student record information that NCRL may receive as a result of providing the District and its students access to NCRL's library systems.

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

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

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

MEMORANDUM OF UNDERSTANDING  
Between Wenatchee School District and  
North Central Washington Regional Library (NCRL)  
regarding

**STUDENT RECORD CONFIDENTIALITY**

This Memorandum of Understanding ("MOU") is between the Wenatchee School District ("District"), and North Central Regional Library ("NCRL"), collectively referred to as the "Parties".

Whereas, the Parties are entering into this MOU to address NCRL's receipt of and access to certain District student records and information and to address proper treatment of any student record information that NCRL may receive as a result of providing the District and its students access to NCRL's library systems.

Whereas, the Parties desire to help ensure that District Pre-K children and K-12 students have an opportunity to have and use a NCRL library card to borrow library materials and to access certain NCRL library databases.

Now, therefore, in consideration of the mutual understandings set forth herein, the District and NCRL agree as follows:

1. DEFINITIONS. "Student Record Information" (SRI) means any item of information (in any format, written, electronic, or other) that is directly related to an identifiable current District student that is maintained by the District or its employees.
2. SRI.  
NCRL agrees to only disclose SRI in accordance with the terms of this MOU and will not make other disclosure of SRI without the District's prior knowledge and approval.
  - a. NCRL agrees to use appropriate security measures to preserve the confidentiality of SRI data, received from the District.
  - b. NCRL agrees to use secured passwords to access computer NCRL's databases.
  - c. NCRL agrees to maintain all confidential student data in a secure manner that reasonably prevents the interception, diversion, or other unauthorized access to said data.
  - d. The Parties agree that NCRL shall have sole discretion to determine the procedures to be used to process, store, or transmit SRI, provided that such procedures will comply, to the extent practical, with applicable provisions of federal and state law relating to the privacy rights of students and staff. NCRL

agrees to ensure that the manner in which SRI is collected, accessed, used, stored, processed, disposed of, and disclosed complies with applicable data protection and privacy laws.

- e. If requested in writing, NCRL agrees to destroy any SRI data received by NCRL within five (5) business days of receipt of such written request.

3. RE-DISCLOSURE. NCRL agrees to only disclose SRI to its employees having a need to know in connection with their responsibilities.

4. REQUIRED DISCLOSURE. In the event that NCRL is required by subpoena or other court order to disclose any SRI, NCRL will provide immediate notice of the request to the District's designated contact person and agrees to use reasonable efforts to resist disclosure until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this MOU granted. If, in the absence of a protective order or the receipt of a written waiver hereunder, NCRL is nonetheless legally required to disclose SRI, then the District agrees to indemnify and hold NCRL harmless from any liability related to such legally required disclosure. NCRL agrees to give the District a reasonable opportunity to review the text of the disclosure before such disclosure is made.

5. CONTACT INFORMATION. Within ten (10) business days of signing this Agreement, the Parties agree to provide each other with the name and contact information for a primary and alternate employee to serve as the contacts for each other for the administration of this MOU.

6. NOTICE OF SECURITY INCIDENT.

- a. In the event that an unauthorized disclosure of or access to SRI, or other incident that may, in NCRL's sole judgment, compromise the security of SRI, NCRL agrees to notify the District of: (1) unauthorized access, use, or disclosure of SRI that becomes known to NCRL; or (2) that interferes with NCRL's information systems operations, in NCRL sole judgment, that may adversely affect the retention of SRI by NCRL, of which NCRL becomes aware.

- d. NCRL will endeavor to provide the following information to District within five (5) business days of discovery of a security incident, breach, or loss of SRI, except when, despite reasonable efforts by NCRL to obtain the information required, circumstances beyond NCRL's control necessitates additional time. Under such circumstances, NCRL will endeavor to notify District, before the five (5) business days have elapsed, of the necessity for additional time, and provide the District the following information as soon as practicable.

- i. The date of the security incident, breach, or loss of SRI;

- ii. The date of the discovery of the security incident, breach, or loss of SRI;
  - iii. A description of the types of SRI that were involved;
  - iv. Identification of each individual whose SRI has been, or is reasonably believed to have been accessed, acquired, lost, modified, or disclosed; and
  - v. Any other details necessary to complete an assessment of the risk of harm to each individual District student.
- e. Immediately following NCRL's notification to District of a potential security incident, the Parties will endeavor to coordinate with each other to investigate the matter. NCRL shall cooperate with District in investigating the matter and in meeting District's notification obligations under any applicable notification laws. NCRL agrees to cooperate with District in District's handling of the matter:
  - f. The District agrees NCRL may use its current practices in place to investigate the security incident, breach, or loss of SRI, to mitigate losses, and to install/implement such safeguards as are needed to protect against any future security incident, breach, or loss of SRI. If requested in writing by the District, NCRL agrees to provide a description of these procedures and the specific findings of the investigation to the District.
15. ENTIRE MOU. This MOU constitutes the parties' entire MOU with respect to the subject matter hereof and supersedes any and all prior statements or MOUs, both written and oral. This MOU may not be amended except by a written amendment signed by the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this MOU as the last day noted below.

**Wenatchee School District**

By \_\_\_\_\_


Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**North Central Regional Library**

  
By \_\_\_\_\_

Chad Roseburg  
Name \_\_\_\_\_

Asst. Director / IT  
Title/Position \_\_\_\_\_

16 N Columbia, Wenatchee WA 98801  
Address \_\_\_\_\_

6/9/2016  
Date \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
Between Wenatchee School District and  
North Central Washington Regional Library (NCRL)  
regarding

STUDENT RECORD CONFIDENTIALITY,

This Memorandum of Understanding ("MOU") is between the Wenatchee School District ("District"), and North Central Regional Library ("NCRL"), collectively referred to as the "Parties".

Revised 10/6/2016 2:33 PM  
Deleted: AND RE DISCLOSURE

Whereas, the Parties are entering into this MOU to address NCRL's receipt of and access to certain District student records and information and to address proper treatment of any student record information that NCRL may receive as a result of providing the District and its students access to NCRL's library systems.

Revised 10/6/2016 2:33 PM  
Deleted: Inc. ("NCRL") have entered or are planning..., collectively ... (1)

Revised 10/6/2016 2:33 PM  
Deleted: an...his MOU or other ... (2)

Whereas, the Parties desire to help ensure that District Pre-K children and K-12 students have an opportunity to have and use a NCRL library card to borrow library materials and to access certain NCRL library databases.

Now, therefore, in consideration of the mutual understandings set forth herein, the District and NCRL agree as follows:

Revised 10/6/2016 2:33 PM  
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1. **DEFINITIONS.** "Student Record Information" (SRI) means any item of information (in any format, written, electronic, or other) that is directly related to an identifiable current District student that is maintained by the District or its employees.

Revised 10/6/2016 2:33 PM  
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2. **SRI.**

NCRL agrees to only disclose SRI in accordance with the terms of this MOU and will not make other disclosure of SRI without the District's prior knowledge and approval.

Revised 10/6/2016 2:33 PM  
Deleted: STUDENT RECORD INFORMATION.

a. NCRL agrees to use appropriate security measures to preserve the confidentiality of SRI data, received from the District.

Revised 10/6/2016 2:33 PM  
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b. NCRL agrees to use secured passwords to access computer NCRL's databases.

Revised 10/6/2016 2:33 PM  
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c. NCRL agrees to maintain all confidential student data in a secure manner that reasonably prevents the interception, diversion, or other unauthorized access to said data.

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d. The Parties agree that NCRL shall have sole discretion to determine the procedures to be used to process, store, or transmit SRI, provided that such procedures will comply, to the extent practical, with applicable provisions of federal and state law relating to the privacy rights of students and staff. NCRL

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agrees to ensure that the manner in which SRI is collected, accessed, used, stored, processed, disposed of, and disclosed complies with applicable data protection and privacy laws.

e. If requested in writing, NCRL agrees to destroy any SRI data received by NCRL within five (5) business days of receipt of such written request.

3. **RE-DISCLOSURE.** NCRL agrees to only disclose SRI to its employees having a need to know in connection with their responsibilities.

4. **REQUIRED DISCLOSURE.** In the event that NCRL is required by subpoena or other court order to disclose any SRI, NCRL will provide immediate notice of the request to the District's designated contact person and agrees to use reasonable efforts to resist disclosure until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this MOU granted. If, in the absence of a protective order or the receipt of a written waiver hereunder, NCRL is nonetheless legally required to disclose SRI, then the District agrees to indemnify and hold NCRL harmless from any liability related to such legally required disclosure. NCRL agrees to give the District a reasonable opportunity to review the text of the disclosure before such disclosure is made.

5. **CONTACT INFORMATION.** Within ten (10) business days of signing this Agreement, the Parties agree to provide each other with the name and contact information for a primary and alternate employee to serve as the contacts for each other for the administration of this MOU.

6. **NOTICE OF SECURITY INCIDENT.**

a. In the event that an unauthorized disclosure of or access to SRI, or other incident that may, in NCRL's sole judgment, compromise the security of SRI, NCRL agrees to notify the District of: (1) unauthorized access, use, or disclosure of SRI that becomes known to NCRL; or (2) that interferes with NCRL's information systems operations, in NCRL sole judgment, that may adversely affect the retention of SRI by NCRL, of which NCRL becomes aware.

d. NCRL will endeavor to provide the following information to District within five (5) business days of discovery of a security incident, breach, or loss of SRI, except when, despite reasonable efforts by NCRL to obtain the information required, circumstances beyond NCRL's control necessitates additional time. Under such circumstances, NCRL will endeavor to notify District, before the five (5) business days have elapsed, of the necessity for additional time, and provide the District the following information as soon as practicable.

i. The date of the security incident, breach, or loss of SRI;

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MOU WSD/NCRL

Student Record Confidentiality and Re-Disclosure

Page 2 of 4

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<#>ACCESS LOG AND RECORD RECORD FILES. NCRL will maintain an access log that records all disclosures of (or access to) Student Record Information. Entries in the access log will identify the person(s) receiving access, the reason access was granted, the date, time and circumstances of disclosure, and all Student Record Information provided. The access log will be made available to the District promptly upon request.

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Deleted: <#>ACCESS LOG AND RECORD FILES. NCRL will maintain an access log that records all disclosures of (or access to) Student Record Information. Entries in the access log will identify the person(s) receiving access, the reason access was granted, the date, time and circumstances of disclosure, and all Student Record Information provided. The access log will be made available to the District promptly upon request.

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SIGNATURES

IN WITNESS WHEREOF, the parties have executed this MOU as the last day noted below.

Wenatchee School District

By


Name

Title/Position

Address

Date

North Central Regional Library



By

Chad Roseburg

Name

Asst. Director/ IT

Title/Position

16 N Columbia, Wenatchee WA 98801

Address

6/9/2016

Date

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MOU WSD/NCRL

Student Record Confidentiality and Re-Disclosure

Page 4 of 4

- ii. The date of the discovery of the security incident, breach, or loss of SRI;
- iii. A description of the types of SRI that were involved;
- iv. Identification of each individual whose SRI has been, or is reasonably believed to have been, accessed, acquired, lost, modified, or disclosed; and
- v. Any other details necessary to complete an assessment of the risk of harm to each individual District student.

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e. Immediately following NCRL's notification to District of a potential security incident, the Parties will endeavor to coordinate with each other to investigate the matter. NCRL shall cooperate with District in investigating the matter and in meeting District's notification obligations under any applicable notification laws. NCRL agrees to cooperate with District in District's handling of the matter:

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f. The District agrees NCRL may use its current practices in place to investigate the security incident, breach, or loss of SRI, to mitigate losses, and to install/implementsuch safeguards as are needed to protect against any future security incident, breach, or loss of SRI. If requested in writing by the District, NCRL agrees to provide a description of these procedures and the specific findings of the investigation to the District.

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15. **ENTIRE MOU.** This MOU constitutes the parties' entire MOU with respect to the subject matter hereof and supersedes any and all prior statements or MOUs, both written and oral. This MOU may not be amended except by a written amendment signed by the parties.

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## "Federal" Contract Cover Sheet

### Request Board Approval

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

**All contracts require school board approval.**

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?	Attorney Review Required?
10/04/16	Renewal	Intermountain Americorps	One Americorps member to support the After School Programs at Pioneer and Orchard Middle Schools	\$7,600	10/1/2016 to August 30, 2017	<u>Carolyn Griffin-Bugert</u>	 I have read this contract and recommend it for board approval.	yes	
				Budget Code		6E			
				5500277000000		Initial 10/5/16 Date			

**Federally Funded Agreements for Professional Services:**

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

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

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

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

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

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

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

Agency Name: Intermountain Americorps  
 Attention: Olivia McMaster  
 Street address or PO Box: 620 Lewis Street  
 City, State, Zip Code: Wenatchee, WA 98801  
 Email Address: [oliviam@cdcac.org](mailto:oliviam@cdcac.org)  
 Phone Number: 509-662-6156

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

In spring 2016, Nancy Duffey informed me that Brian Fiones had approved district support for two Americorps members to assist with the After School Programs in 2016-17. So far we have only been able to secure one position.

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

Signature

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



**INSTRUCTIONS FOR COMPLETING  
INTERMOUNTAIN AMERICORPS  
MEMORANDUM OF UNDERSTANDING (MOU)**

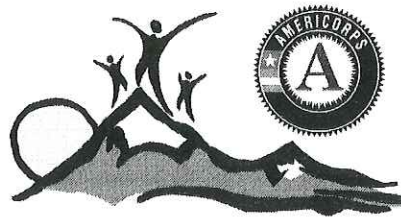
**Please note the following when completing this document:**

- The information requested on the front page must be completely filled out and **typewritten** (no handwriting, please). The following Word version of the MOU will allow you to electronically type into the box areas using your computer.
- If your organization was awarded more than one member, only one MOU is required.
- The MOU must include original signatures (pages 8 and 13) from your organization's **Legal Applicant**. This person has signatory authority for your organization. **Please use blue ink for signatures.**
- The *Assurances and Certifications* section (page 13) must be signed by the **Legal Applicant**. Please use **blue ink for signatures.**
- **Your signed MOU must be returned to the Intermountain AmeriCorps office no later than **August 31, 2016.****
- **Mail or deliver the completed original to:**

Intermountain AmeriCorps  
620 Lewis Street  
Wenatchee, WA 98801

We did not  
get an  
Americorps  
applicant  
approved until

9/26/16  
76  
10/25/16 Board Packet



**Chelan-Douglas Community Action Council**  
**Intermountain AmeriCorps**  
**Program Year September 1, 2016 – August 31, 2017**

**MEMORANDUM OF UNDERSTANDING**

The purpose of this Memorandum of Understanding (MOU) is to establish the compliance expectations of the Chelan Douglas Community Action Council - Intermountain AmeriCorps program. These expectations are designed to establish effective coordination between partnering host site organizations and the Intermountain AmeriCorps (IMAC) program, to ensure that the objectives of IMAC, Washington Service Corps, Washington State Commission for National and Community Service, and the Corporation for National and Community Service are met, and to ensure a positive service experience for the AmeriCorps member(s).

**Mail or deliver the completed original to:**  
**Intermountain AmeriCorps**  
**620 Lewis Street, Wenatchee, WA 98801**

**Partner Host Site Organization Information**

<b>Organization (Legal Name):</b> Wenatchee School District	
<b>Organization Website URL:</b> www.wenatcheeschools.org	
<b>AmeriCorps Member Placement Position Title:</b> After School Program STEM	
<b>Legal Applicant Name:</b> Brian Flonas	<b>Title:</b> Superintendent
<b>Mailing Address:</b> 235 Sunset Way P.O. Box 1767 Wenatchee WA 98807-1767	
<b>Telephone Number:</b> 509-663-8161	<b>Fax Number:</b> 509-663-3082
<b>Email Address:</b> flonas.b@wenatcheeschools.org	
<b>Number of AmeriCorps positions awarded:</b> 1	
<b>Program Year:</b> 2016-2017	
<b>Member Placement Fee</b>	
<ul style="list-style-type: none"> <li>o If paid in full (\$7,600.00 x number of placements)</li> <li>o If two-part payment plan is elected (\$7,750.00 x number of placements)</li> </ul>	
<b>Total Due:</b> \$7,600	

**Funding Contingency**

In the event funding for the IMAC program is reduced or eliminated, or if federal program requirements change, prior to or after the date of this MOU, the IMAC program may terminate or modify this MOU with 30 days written notification to the sponsoring organization.

## Responsibilities of the Sponsoring Organization

### **Section I – Financial Responsibility**

1. Commit \$7,600.00 member placement fee to IMAC. A two-part payment plan option is available at an increased member placement fee rate of \$7,750.00. Invoices will be sent by IMAC to sponsoring organizations via mail. Refer to RFP Guidelines Document for additional details pertaining to the use of federal funds. Failure to pay the member placement fee requirement per member may result in removal of the member(s) from site, up to and including termination of our contract.
2. Non-governmental organizations: Submit to IMAC proof of current liability coverage or a rider, listing IMAC as the certificate holder, indicating a minimum of \$1,000,000 per incident, no later than August 31, 2016. If coverage expires prior to end of member's service term, submit new proof of coverage to WSC.
3. Provide transportation or mileage reimbursement to AmeriCorps member(s) to conduct service away from their established service site during service hours.
4. Pay for any member costs around additional background checks. IMAC will provide a one-time fee per enrolled member for using required channeler for FBI background check.
5. Pay all costs for required background checks of covered individuals, including primary and backup supervisors.
6. Member costs that are deemed disallowed through monitoring or audit review(s) will be the responsibility of the sponsoring organization.
7. Sponsoring organizations are only permitted to subcontract member placement with permission of IMAC and must submit a copy of their agreement to IMAC.

### **Section II - Risk Management and Compliance**

1. Comply with the Assurances and Certifications (Attachment A) of the WSC Individual Placement and Special Programs, Grant Program Civil Rights and Non-Harassment Policy (Attachment B), AmeriCorps Member Service Agreement and the RFA Expectations & Agreements.
2. Comply with all IMAC and Washington Service Corps (WSC) Policies and Procedures, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:
  - Policy No. 1 AmeriCorps State Member Leave
  - Policy No. 2 Service Gear and Appearance
  - Policy No. 4 Member Grievance Policy and Procedures
  - Policy No. 5 AmeriCorps State Member Conduct
  - Policy No. 6 AmeriCorps State Member Transfer
  - Policy No. 7 AmeriCorps Member Deployment
  - Policy No. 8 Nondiscrimination on the Basis of Disability
  - Policy No. 9 Member Hours and Allowable Service Activities
  - Policy No. 10 Criminal History Background Check Requirements
  - Procedure for Criminal History Background Check Requirements

3. Establish safety guidelines and rules that ensure the well-being of the AmeriCorps member(s) and participants
4. Ensure your organization has current Drug-Free Work Place and Non-Discrimination Policies.
5. Ensure that AmeriCorps member(s) provides direct service in accordance with the position description document. Ensure any changes to duties are updated on the member position description form and immediately sent to IMAC. In the event administrative duties are necessary to reach the member's service goals, such duties will be allowed. However, administrative duties that support general organizational goals are not allowed.
6. Ensure that service activities do not duplicate routine functions of, or displace, paid employees. Service activities must expand or enhance the organization's impact.
7. Ensure accuracy of member's service. Accurate records should include hours served as service hours, training hours, and fundraising hours. No hours can be granted for service or training out-of-state without prior IMAC or WSC approval.
8. Ensure that members do not participate in out-of-country trainings or other activities which are not allowable under CNCS regulations.
9. Monitor and ensure AmeriCorps member(s) service hours to determine if the member is serving an average of 40 hours a week for 10.5 months and is on track to complete the required 1700 service hours. Communicate to members that they must be available to serve the hours needed by the project including weekend and evening service activities.
10. Mail original, signed member timesheets to IMAC within seven days following the end of the month. Blue ink is a requirement for signatures.
11. Ensure AmeriCorps member(s) wear AmeriCorps gear and/or identifiers while serving as outlined in WSC Policy #2 Service Gear and Appearance.
12. Require and retain member's proof of valid driver's license and current proof of vehicle insurance, if the member is reimbursed for use of a personal vehicle in the performance of their service duties.
13. Host scheduled programmatic visits as requested by IMAC Program Director.
14. Maintain the following documents separately and securely from the member personnel file:
  - criminal history background check results (if you do additional background check)
  - medical information
  - grievance documentation
15. In the event of any change to the information regarding the Legal Applicant, notify the IMAC Program Director within ten (10) working days.

### Section III - Prohibited AmeriCorps Member Activities

There are certain activities, including lobbying, political, religious or advocacy activities that AmeriCorps members may not perform in the course of their duties while charging time to the AmeriCorps program, or at the request of sponsoring organization staff. Furthermore, members and staff may not engage in conduct in a manner that would associate the national service program or the Corporation for National and Community Service (CNCS) with the prohibited activities. Programs must become familiar with specific provisions described in the Corporation's formal regulation (45 C.F.R. 2520.65) and the grant provisions. The list of prohibited activities includes:

#### CNCS prohibited activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
  - (i) A business organized for profit;
  - (ii) A labor union;
  - (iii) A partisan political organization;
  - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Such other activities as the Corporation may prohibit;

#### WSC prohibited activities:

1. Organizing a letter-writing campaign to Congress;
2. Participating in activities that pose a significant safety risk to participants;
3. Preparing any part of a grant proposal or performing other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
4. Fundraising, unless under the following circumstances: if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any member.

AmeriCorps members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps logo must not be worn while doing so.



Federal funding for AmeriCorps members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Contrary circumstances could lead to removal of AmeriCorps member(s) from the site.

#### **Section IV - Recruitment and Enrollment of AmeriCorps Member(s)**

1. Conduct AmeriCorps member(s) recruitment, interviews, and selection.
2. Comply with WSC criminal history background check requirements as identified, but not limited to, Policy #10, Procedure #PC1, and the Guide to Criminal Background Checks. AmeriCorps members must pass criminal history background checks prior to their start date and cannot be listed on the National Sex Offender Registry. Comply with other criminal background check requirements that may be developed and required throughout the program year to maintain CNCS compliance.

#### **Section V - Support and Supervision of AmeriCorps Member(s)**

1. Identify a staff person from the organization to advise and mentor the AmeriCorps member(s) on site (site advisor). Designate a backup supervisor if possible. If the member serves off site, designate off-site advisor.
2. All supervisors are identified as "covered individuals" and are required to complete the same criminal history background checks as members.
3. Comply with other criminal background check requirements that may be developed and required throughout the program year and provide original documents to the WSC to maintain.
4. In the event of a change in site advisor, notify IMAC Program Director within ten (10) working days.
5. Orient AmeriCorps member(s) to AmeriCorps; your site; the community; and the service they will provide.
6. Inform AmeriCorps member(s) about your organization's rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide member(s) with policy manuals and/or handbooks, and include your organizational chart.
7. Introduce AmeriCorps member(s) to other organization staff and include member(s) in appropriate organization functions.
8. Provide appropriate tools and equipment for the AmeriCorps member(s) to perform service and to communicate with IMAC. Tools and equipment may include, but are not limited to work space, computer with internet and agency e-mail, phone and fax access.
9. Increase community awareness of the service the member(s) provides and prominently display AmeriCorps logo at service site(s).
10. Recognize and support distinct roles and responsibilities of the AmeriCorps member(s) as outlined in the member's position description document.
11. Provide oversight on the AmeriCorps member's progress and skill development, including member's participation in required site and IMAC training.
12. Ensure member(s) participation in days of national service including, but not limited to, Martin Luther King Jr. Day of Service, Make A Difference Day, and AmeriCorps Week.
13. Communicate immediately with IMAC Program Director regarding AmeriCorps member(s) performance issues or other program concerns.
14. Document AmeriCorps member performance/personnel issues in writing, including actions taken toward resolution.
15. Follow AmeriCorps member discipline procedures as outlined in the Member Service Agreement.
16. Consult with IMAC Program Director prior to taking action to remove or transfer a AmeriCorps member.
17. Use retention strategies to ensure member(s) successfully completes his/her full term of service.

## **Section VI - Performance Objectives and Reporting**

1. Collaborate with IMAC and the AmeriCorps member(s) to develop a well-defined project that has clear goals and objectives in accordance with the AmeriCorps member's position description document and the Request for Proposal Application. Any adjustments or revisions need prior approval of IMAC Program Director.
2. Ensure performance objectives are quantifiable and demonstrate the impact of the AmeriCorps member's service in one of the focus areas, as defined in application and negotiated in writing with IMAC. Example of quantifiable outcomes: 100 adults will receive financial literacy training, 80% will complete the training, and of those that complete the training, 75% will increase their knowledge of financial literacy.
3. Implement data tracking systems to monitor progress on the performance objectives defined in the Request for Proposal Application and the AmeriCorps member's position description.
4. Assist the AmeriCorps member in the submission of quarterly progress reporting information to the IMAC Program Director, or as requested by IMAC Program Director, on outcomes for each performance objective defined in the Request for Proposal Application and the AmeriCorps member's position description document.
5. Support the AmeriCorps member(s) in reaching the performance goals for volunteer recruitment and training. Track and report on goals for total number of unduplicated community volunteers, hours to be served by volunteers, number of baby boomer volunteers, number of veteran and military family volunteers, and effective volunteer management strategies.
6. Retain securely data collection documentation such as attendance rosters, pre/post test results and other reports related to performance for seven years after the end of the program year.
7. Update member position descriptions as necessary and submit signed originals to the Washington Service Corps. A change in supervisor, schedule, or duties requires an amended position description sent in to WSC for approval.
8. Submit original, signed performance evaluations of the AmeriCorps member twice during the service term (January 31 and May 31) using forms provided by the Washington Service Corps on its website. If a member terminates service prior to the second performance evaluation due date, a final evaluation will be required to document whether the member performed service satisfactorily.
9. Notify WSC of impending scheduled events or activities that may warrant media support. Follow WSC guidance for media relations and interactions including releases for all pictures.
10. Ensure that members submit at least one "Story of Service" per quarter. Report AmeriCorps-sponsored activities and events in which stakeholders, legislators or other elected officials are invited to be educated in the effectiveness of the AmeriCorps program.
11. Submit copies of written or electronic articles that highlight AmeriCorps member(s) and/or AmeriCorps projects.
12. Provide, as requested by WSC, additional performance- and programmatic-related information as may be needed throughout the program year.

## **Section VII - Career Development/Training**

1. Provide adequate training to AmeriCorps member(s) to ensure member(s) is prepared for the roles and responsibilities of the project.
2. Provide AmeriCorps member(s) a minimum of two site-specific trainings related to the service position. Not more than 20% of AmeriCorps members' total service hours may be spent in training. Training received by AmeriCorps member(s) during orientation do not count toward the site-specific training.
3. Submit all requests for out-of-state training for the member to the IMAC Program Director prior to the event, for approval.

4. Support and release AmeriCorps member(s) in attending IMAC training and career development opportunities.
5. Ensure that the member(s) receives training related to the core training requirements during their term of service. Many of these are offered through IMAC sponsored trainings and orientation.
6. Support AmeriCorps member(s) in updating and submitting the Member Training Plan to WSC quarterly.
7. Release AmeriCorps member(s) from regular service to respond to disasters in accordance with WSC Policy #7 Member Deployment.

### **Section VIII - Sustainability**

1. The AmeriCorps project must support the long-term goals of the organization and the organization must be committed to the project.
2. The project must be designed to yield results beyond the AmeriCorps member's term of service.
3. The AmeriCorps member's position is to enhance or expand an organization's service, not to maintain existing programs or replace staff.

### **Section IX – Use and Disclosure of Information**

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

### **Section X – Responsibilities**

#### **Responsibilities of Intermountain AmeriCorps**

1. Provide program orientation for all AmeriCorps members.
2. Provide on-going technical support to AmeriCorps member and site advisors by telephone and/or e-mail, and on-site visits as arranged.
3. Communicate expectations and procedures about AmeriCorps member service and performance.
4. Conduct on-site monitoring reviews and issue reports that list findings, concerns and observations. Provide technical assistance to the organization and AmeriCorps member(s) to complete corrective action.
5. Process timesheets for each AmeriCorps member(s) and maintain the original member file.
6. Administer reports to WA Service Corps regarding the AmeriCorps member stipend for payment on the 5th and the 20<sup>th</sup> of each month.
7. Provide Medical Insurance coverage for the AmeriCorps member(s) who do not already have coverage.
8. Provide sponsoring organizations with AmeriCorps signage to post in a prominent location.
9. Provide AmeriCorps member(s) with AmeriCorps gear and lapel pin.
10. Provide AmeriCorps member(s) training and development opportunities at pre-determined IMAC orientation and meetings.

**Responsibilities of AmeriCorps Member**

Comply with the AmeriCorps Member Service Agreement.

**Special Conditions**

1. Failure to comply with the Responsibilities of the Sponsoring Organization sections within this MOU may result in termination of this MOU and removal of the AmeriCorps member(s) from the site.
2. IMAC retains the authority to review and approve or disapprove all subcontracts. For any proposed subcontractor the sponsoring organization shall:
  - a. Be responsible for subcontractor compliance with this MOU and attachments thereto.
  - b. Ensure that the subcontractor follows the IMAC reporting formats and procedures as specified by the Washington Service Corps.

**This Memorandum of Understanding clarifies the focus and intent of the joint working relationship of mutual support, cooperation and coordination between the sponsoring organization and the Washington Service Corps AmeriCorps program. By signing below you agree to perform all actions and support all intentions of this Memorandum of Understanding.**

**Legal Applicant:** Brian Flonas  
(as identified on agency's Organizational Chart)

Signature: \_\_\_\_\_  
Legal Applicant signature

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

**Chelan-Douglas Community Action Council - Intermountain AmeriCorps:**

Signature: \_\_\_\_\_  
Olivia MacMaster, Program Director

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

**The original signed Memorandum of Understanding will be filed with Washington Service Corps. A copy will also be kept with the Intermountain AmeriCorps (Chelan-Douglas Community Action Council office in Wenatchee. We recommend that you retain a copy for your records.**

## Assurances and Certifications

**ASSURANCES**

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-I et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

### **CERTIFICATIONS**

#### **Certification – Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

#### **Certification – Drug Free Workplace**

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
  - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
  - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
  - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:

- a. Taking appropriate personnel action against the employee, up to and including termination; or
  - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

### **Certification - Lobbying Activities**

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

### **Erroneous certification or assurance**

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

### **Notice of error in certification or assurance**

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

### **Definitions**

The terms "debarment", "suspension", "excluded", "disqualified", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" as used in this document have the meanings set out in 2 CFR Part 180, subpart I, "Definitions." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR part 180 subpart B, "Covered Transactions."

### **Assurance requirement for subgrant agreements**

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.



**Assurance inclusion in subgrant agreements**

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

**Assurance of subgrant principals**

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**Non-assurance in subgrant agreements**

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

**Prudent person standard**

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**ASSURANCES AND CERTIFICATIONS**

---

By signing below you certify:

1. that you agree to perform all actions and support all intentions in the Assurances Section; and,
2. that you agree to perform all actions and support all intentions in the Certification Sections of this application. The three Certifications include:
  - Certification: Debarment, Suspension and Other Responsibility Matters
  - Certification: Drug-Free Workplace
  - Certification: Lobbying Activities

**Sponsoring Organization Name:** Wenatchee School District

**Legal Applicant:** Brian Fiones  
(as identified on agency's Organizational Chart)

Signature: \_\_\_\_\_  
Legal Applicant signature

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



1201 New York Avenue, NW  
Washington, DC 20525  
202-606-5000  
NationalService.gov

## Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), [eo@cns.gov](mailto:eo@cns.gov), or through [www.nationalservice.gov](http://www.nationalservice.gov).

5/15/2013  
Date

  
Wendy Spencer, Chief Executive Officer

DISASTER SERVICES | ECONOMIC OPPORTUNITY | EDUCATION | ENVIRONMENTAL STEWARDSHIP | HEALTHY FUTURES | VETERANS AND MILITARY FAMILIES

AMERICORPS | SENIOR CORPS | SOCIAL INNOVATION FUND

USER



Fc

# Search Results

## Current Search Terms: intermountain\* americorps\*

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

Global

**Search Results**

Entity

Exclude

**Search Filter**

By Re Status

By Re Type

SAM | System for Award Management 1.0

IBM v1.P.50.20160823-0937

WWW9

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.




## Contract Coversheet (Non-Federal)

### Request Board Approval

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

**All contracts require school board approval.**

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
10/20/16	New	SE, Inc. dba Smith Excavation	Demolish house at 122 Fuller Street	\$26,287	10/26/16 to December 2016	<u>Gregg Herkenrath</u>		Yes	This is decided at the district office.
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.			
				9705 64 7000 000		<div style="text-align: center;">                       Initial  <u>10/20/16</u>                      Date                 </div>			

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

Agency Name SE, Inc. dba Smith Excavation  
 Attention: Gregg Smith  
 Street address or PO Box P.O. Box 284  
 City, State, Zip Code Cashmere, WA 98815  
 Email Address info@smithexcavation.com  
 Phone Number (509) 782-0446

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

If this is a revision, what has changed?

Demolition and disposal of structure, brush and foundation. Fill and compact to 95%+

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

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

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

**WENATCHEE SCHOOL DISTRICT NO. 246**  
**Facilities / Maintenance and Operations**  
**1001 Circle Street**  
**Wenatchee, WA 98801**

AGREEMENT

Made this the 25th day of October, 2016 between the Wenatchee School District (the Owner), and Smith Excavation (the Contractor). As referred to in subsequent Articles of this contract, the Owner's representative shall be the Director of Facilities & Capital Projects, Wenatchee School District 246.

The Owner and the Contractor agree as set forth below:

Article 1 - The Contract Documents

The Contract Documents consist of this Agreement and City of Wenatchee Demolition Permit requirements.

Article 2 - The Work

**LOCATION:**

Vacant House owned by the District  
122 Fuller Street  
Wenatchee, WA 98801

Contractor agrees to demolish and dispose of the structure, brush and foundation. Price includes compaction testing, watering, tree removal and all out buildings. Contractor will import fill for foundation and compact to 95%+ as per Estimate #1456 dated September 16, 2016.

Article 3 - Time of Commencement and Completion

The work to be performed under this Contract shall commence upon signature of this contract by all parties, as directed by the Wenatchee School District Facilities and Capital Projects Director with final completion by November 18, 2016.

## Article 4 - Contract Sum

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds:

Total Lump Sum Price	Base Bid:	<b>\$ 24,250.00</b>
Washington State Sales Tax @ 8.4%		<b>\$ 2,037.00</b>
<b>TOTAL CONTRACT PRICE</b>		<b>\$ 26,287.00</b>

**TWENTY SIX THOUSAND, TWO HUNDRED EIGHTY SEVEN AND 00/100 DOLLARS.**

## Article 5 - Payments

Upon completion of the Project and acceptance by the Director, Facilities and Capital Projects, payment of the contract will be approved. The District will make payment within 45 days of approval.

For projects completed in phases or material or work delays not attributable to the Contractor, progress payments may be allowed by the District. The Owner's representative will calculate the amount of the progress payment with the assistance of the Contractor. Payments for materials will only be made for those materials which have been delivered and stored on site.

For projects requiring State Department of Revenue, Department of Labor and Industries and Employment Security Department certifications, payment equal to ninety-five percent (95%) of the contract sum will be paid to the Contractor upon completion and acceptance of the project per Article 5, ¶ 1. The remaining contract balance will not be paid until a) receipt of all necessary releases from the Department of Revenue, b) receipt of all necessary releases from the Department of Labor and Industries and c) settlement of any liens filed under RCW chapter 60.28.

## Article 6 – Key loan

The District shall sign out to the Contractor keys and temporary alarm codes as necessary for the project for use during construction. No payment will be released until all keys are returned to the District Maintenance and Operations Supervisor or designee.

## Article 7 - Contractor's Bonding

In addition to the Contractor's Surety Bond in the amount of \$12,000, which the Wenatchee School District holds on file, The Contractor shall deliver a Payment & Performance Bond to the District as required by RCW 39.08.010, conditioned that the Contractor shall faithfully perform all the Provisions of this Contract and pay all laborers, mechanics and sub-contractors and materialmen, and all persons who shall supply the Contractor or sub-contractors with provisions and supplies for carrying on the Work. Per RCW 39.08.030 this bond shall be in an amount equal to the *full contract price*.

For contracts thirty-five thousand dollars or less, at the option of the contractor, in lieu of the payment & performance bond, the Wenatchee School District will retain fifty percent (50%) of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is longer.

## Article 8 - Prevailing Wages on Public Works

The Contractor shall pay prevailing wages for Chelan County as specified in Laws for the State of Washington, Chapter 39.12 Prevailing Wages on Public Works. Intent to Pay Prevailing Wage and Affidavit of Wages Paid shall be filed with the department of labor and industries for all public works contracts.

The State of Washington prevailing wage rates applicable for the public works project, which is located in Chelan County, may be found at the following website address of the Department of Labor and Industries:

<http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wage rates on this project is August 31, 2016.

## Article 9 - Hold Harmless

No liability shall attach to the parties to the agreement by reason of entering into this Agreement except as expressly provided herein.

Each party shall protect and hold harmless the other party from and against all claims, suits or actions arising from any intentional or negligent act or omission of that party's employees, guests, invitees, agents and/or authorized contractors and subcontractors while performing under the terms of this Agreement, provided that for those actions or activities covered by RCW 4.24.115, This indemnity provision shall be valid and enforceable only to the extent of the negligence of either party, their guests, invitees, agents, contractors or subcontractors.

## Article 10 - Conduct on School Property

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work, including observance all smoking, tobacco, drug, alcohol, parking, safety, weapons, background checks, sexual harassment and other rules governing the conduct of personnel at the Project site.

The Contractor shall ensure that all persons performing the Work comply with the Owner's gun-free and tobacco-free policy, and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff.

Neither the Contractor nor any of its Subcontractors of any tier shall utilize any employee at the site or permit any contact between children and any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction.

### Article 11 - Non-Discrimination

The Wenatchee School District complies with all federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, creed, sex, sexual orientation, including gender identity, disability, familial status, marital status or age. This holds true for all staff and for students who are interested in participating in educational programs and/or extracurricular school activities. Inquiries regarding compliance and/or grievance procedures and issues related to 504 should be directed to the Administrator for Student and Support Services (509) 663-8161.

This Agreement executed the day and year first written above.

Owner:

Wenatchee School District No. 246  
235 Sunset Avenue  
Wenatchee, WA 98801

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Contractor:

SE Inc., dba Smith Excavation  
P.O. Box 284  
Cashmere, WA 98815

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





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 586860 through 587092 totaling \$500,730.71

Capital Projects Fund

Check number 587093 through 587108 totaling \$1,039,101.82

Associated Student Body Fund

Check number 587109 through 587134 totaling \$25,603.38

Transportation Vehicle Fund

Check number totaling \$

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

Certification:

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

---

Signature of Auditing Officer

Date

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

As of October 25, 2016, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$1,565,435.91. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
 Warrant Numbers 586860 through 587134, totaling \$1,565,435.91

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

Check Nbr	Vendor Name	Check Date	Check Amount
586860	4INKJETS DISCOUNT PRINT SUPP	10/26/2016	261.99
586861	95 PERCENT GROUP INC	10/26/2016	196.75
586862	A & A MOTORCOACH	10/26/2016	3,060.00
586863	ACADEMIC TOOL BOX	10/26/2016	1,787.21
586864	ACE INDUSTRIAL SUPPLY INC	10/26/2016	244.71
586865	ALDEN & ASSOCIATES	10/26/2016	740.88
586866	ALL PRO GLASS	10/26/2016	37.94
586867	APPLE COMPUTER INC	10/26/2016	14,075.69
586868	APPLE VALLEY PUMPING SER INC	10/26/2016	124.67
586869	APPLE VALLEY SHARP - ALL	10/26/2016	14.60
586870	APPLETON, THEA CHRISTINE	10/26/2016	64.31
586871	AQUATIC SPECIALTY SERVICES INC	10/26/2016	46.04
586872	AVALON MUSIC INC	10/26/2016	403.51
586873	AW REHN & ASSOC INC	10/26/2016	682.00
586874	AWSP/WASA	10/26/2016	85.00
586875	B & H PHOTO & VIDEO	10/26/2016	487.20
586876	BAKKE, DEANNA M	10/26/2016	40.46
586877	BATTERY SYSTEMS	10/26/2016	48.93
586878	BEESON, JAMES ARTHUR	10/26/2016	878.03
586879	BIRKS, RAY R	10/26/2016	205.56
586880	BLANKENSHIP, TRINA M	10/26/2016	8.64
586881	BORST, KELSEY A	10/26/2016	59.76
586882	BOUND TO STAY BOUND	10/26/2016	83.84
586883	BROWN, LOREN DEAN	10/26/2016	16.98
586884	BROWN, MELISSA SUE	10/26/2016	20.00
586885	BROWN, ROBERT GERALD	10/26/2016	64.50
586886	BRYSON SALES & SERVICE	10/26/2016	3,413.29
586887	BULLIS, JACOB J	10/26/2016	53.01
586888	BURGER, NISSA DIANE	10/26/2016	20.65
586889	BURROWS TRACTOR INC	10/26/2016	452.98
586890	CANNAN, KASEY ANNE	10/26/2016	27.10
586891	CARVITTO, JACOB J	10/26/2016	61.13
586892	CASCADE QUALITY WATER CENTER	10/26/2016	475.35

Check Nbr	Vendor Name	Check Date	Check Amount
586893	CASHMERE VALLEY BANK	10/26/2016	452.30
586894	CASHMERE MAILING HOUSE	10/26/2016	706.53
586895	CENTRAL WA UNIVERSITY	10/26/2016	90.00
586896	CERTIFIED LABORATORIES	10/26/2016	2,178.17
586897	CHELAN CO FIRE DIST 1	10/26/2016	8,257.70
586898	CHIEF SUPPLY CORP	10/26/2016	93.70
586899	CHINOOK MUSIC SERVICE INC	10/26/2016	753.18
586900	CHOMAN, SUSAN M	10/26/2016	264.71
586901	CI SPORT	10/26/2016	477.00
586902	CLASSROOM DIR /SCHOOL SPEC	10/26/2016	180.52
586903	COLEMAN OIL	10/26/2016	6,442.06
586904	COLUMBIA PAINT CO	10/26/2016	437.02
586905	COMMERCIAL PRINTING INC	10/26/2016	564.18
586906	COMMERCIAL TIRE	10/26/2016	1,135.29
586907	CONSOLIDATED ELECTRICAL DISTRI	10/26/2016	2,987.12
586908	COSTCO HOUSEHOLD BANK FSB DO	10/26/2016	2,648.90
586909	COUGAR MOUNTAIN WOOD FLOORS	10/26/2016	867.20
586910	CROWN PAPER & JANITORIAL SUPPL	10/26/2016	173.44
586911	CROWN, KIMBERLY SUSAN	10/26/2016	11.02
586912	CTS CASH OFFICE	10/26/2016	4,528.53
586913	CURRICULUM ASSOCIATES INC	10/26/2016	57.07
586914	DAVENPORT GRAND	10/26/2016	262.72
586915	DEMCO INC	10/26/2016	344.58
586916	DEPERSIO, PAMELA B	10/26/2016	162.30
586917	DEPT OF LICENSING	10/26/2016	78.00
586918	DEVEREAUX, PATRICIA L	10/26/2016	141.97
586919	DEVEREAUX, SCOTT L	10/26/2016	11.84
586920	DILLARD, SHAUNA	10/26/2016	5.98
586921	DISCOUNT SCHOOL SUPPLY	10/26/2016	45.39
586922	DOOR TECH INC.	10/26/2016	102.99
586923	DOTSON, BENJAMIN J	10/26/2016	22.19
586924	EBSCO	10/26/2016	268.62
586925	EBSCO SUBSCRIPTION SERVICES	10/26/2016	146.07
586926	ERHO, OLGA N	10/26/2016	2.98
586927	ESCHWIG, LISA	10/26/2016	37.42
586928	ESD 112	10/26/2016	330.00
586929	FASTENAL COMPANY	10/26/2016	164.23
586930	FERSON, DARRIN	10/26/2016	34.68
586931	FINEIS, JILL A	10/26/2016	578.78
586932	FINK, TERI	10/26/2016	29.86
586933	FOLLETT SCHOOL SOLUTIONS, INC	10/26/2016	1,386.41
586934	FRED MEYER CUSTOMER CHARGES	10/26/2016	239.32
586935	GARZA, DAVID ABNER	10/26/2016	10.39
586936	GLAZE BAKERY LLC	10/26/2016	295.78
586937	GO USA	10/26/2016	1,033.38
586938	GRADUATION ALLIANCE INC	10/26/2016	1,186.70
586939	GRAY, VALERIE GAY	10/26/2016	46.00
586940	GRINNIN MEADOWS	10/26/2016	200.00
586941	HAGLUNDS TROPHIES	10/26/2016	203.80
586942	HALVERSON AUTO BODY	10/26/2016	1,395.91

Check Nbr	Vendor Name	Check Date	Check Amount
586943	HARPER BRUSH DISTRIBUTORS	10/26/2016	178.48
586944	HAVEN, LEANN SUE	10/26/2016	70.32
586945	HEALTH CARE AUTHORITY	10/26/2016	8,358.86
586946	HEATH, MELINDA L	10/26/2016	46.60
586947	HELM, MARK A	10/26/2016	97.37
586948	HERKENRATH, GREGG JOHN	10/26/2016	293.76
586949	HERRON, TINA M	10/26/2016	56.97
586950	HILDEBRAND CONSTRUCTION INC	10/26/2016	3,687.50
586951	HILL, JANET R	10/26/2016	225.12
586952	HOLLYWOOD LIGHTS, INC.	10/26/2016	695.74
586953	HOLMER, JAN E	10/26/2016	49.56
586954	HOME DEPOT	10/26/2016	634.37
586955	HOOD, LACY A	10/26/2016	24.41
586956	IMAGINE LEARNING	10/26/2016	58,536.00
586957	INLAND FIRE PROTECTION INC	10/26/2016	5,636.80
586958	INLAND PIPE AND SUPPLY	10/26/2016	122.76
586959	JEFFERS INC	10/26/2016	114.53
586960	JERRYS AUTO SUPPLY	10/26/2016	902.03
586961	JOHNSON, ELISA ANN	10/26/2016	38.02
586962	JOHNSON, JANA ELAINE	10/26/2016	31.30
586963	JOHNSTONE SUPPLY INC	10/26/2016	1,393.22
586964	JONES, LORI T	10/26/2016	8.05
586965	JOSTENS	10/26/2016	430.92
586966	JUNIOR LIBRARY GUILD	10/26/2016	2,002.60
586967	KELLER SUPPLY COMPANY	10/26/2016	616.46
586968	KEYHOLE INC	10/26/2016	160.21
586969	KIMMEL ATHLETIC SUPPLY	10/26/2016	243.61
586970	KING, ANDREW RAY	10/26/2016	18.00
586971	KING COUNTY DIRECTORS ASSN	10/26/2016	37,391.08
586972	KYLE, LAURA MAY	10/26/2016	15.12
586973	LEARNING FORWARD	10/26/2016	268.00
586974	LEWIN, DEBORAH J	10/26/2016	48.78
586975	LINK TRANSPORTATION	10/26/2016	2,475.00
586976	LITERACY RESOURCES INC	10/26/2016	89.99
586977	LOCAL TEL COMMUNICATIONS	10/26/2016	16,665.28
586978	LOWES HOME IMPROVEMENT	10/26/2016	472.12
586979	MADLAND, MARY	10/26/2016	416.66
586980	MAILFINANCE, INC	10/26/2016	1,387.12
586981	MARTIN, JULIE A	10/26/2016	26.00
586982	MARTZ, VICKI W	10/26/2016	12.20
586983	MASON, TAYLOR B	10/26/2016	26.00
586984	MATH LEARNING CENTER	10/26/2016	115.78
586985	MCCORMICK, DAWN MARIE TYACKE	10/26/2016	210.00
586986	MCFARLAND, REBECCA S	10/26/2016	14.00
586987	MCLESTER, DOUGLAS L	10/26/2016	12.00
586988	MEJIA, HOPE M	10/26/2016	15.12
586989	MELOY, MARK	10/26/2016	33.53
586990	MICRO COMPUTER SYSTEMS	10/26/2016	12,605.14
586991	MILLIETTE, JUDY CUTLER	10/26/2016	27.70
586992	MORALES CORIA, DIEGO	10/26/2016	50.00

Check Nbr	Vendor Name	Check Date	Check Amount
586993	MORRISON, SANDRA R	10/26/2016	12.00
586994	MOSAIC COOPERATIVE LLC	10/26/2016	4,500.00
586995	NANCYS PARTY RENTALS INC	10/26/2016	87.59
586996	NAT GEO/CENGAGE LEARNING	10/26/2016	4,220.83
586997	NATL HONOR SOC SPORTS MED	10/26/2016	50.00
586998	NEOFUNDS BY NEOPOST	10/26/2016	2,000.00
586999	NOBLE, KATHLEEN BETH	10/26/2016	14.00
587000	NOETIC LEARNING	10/26/2016	156.00
587001	NORTH CENTRAL ESD	10/26/2016	29,988.73
587002	NW BEARING-BDI	10/26/2016	47.32
587003	NW TEXTBOOK DEPOSITORY	10/26/2016	238.41
587004	NW VITAL RECORDS CTR INC	10/26/2016	180.00
587005	O'REILLY AUTOMOTIVE STORES	10/26/2016	538.55
587006	OBERMEYER, COURTNEY C	10/26/2016	53.19
587007	OFFICE DEPOT	10/26/2016	13,266.90
587008	OLSON, TINA M	10/26/2016	150.00
587009	ORIENTAL TRADING COMPANY INC	10/26/2016	203.86
587010	OXARC	10/26/2016	396.12
587011	PACIFIC SECURITY	10/26/2016	3,493.75
587012	PAINE, SCOTT ROBERT LEWIS	10/26/2016	100.00
587013	PARR, MAIA B KEEBLER	10/26/2016	130.81
587014	PC & MACEXCHANGE	10/26/2016	4,655.48
587015	PEARSON ASSESSMENT	10/26/2016	376.89
587016	PERKINS, DAVID D	10/26/2016	31.25
587017	PHILADELPHIA SECURITY PROD INC	10/26/2016	35.95
587018	PIO IMPREST FUND	10/26/2016	88.73
587019	PLATT ELECTRICAL SUPPLY	10/26/2016	1,411.28
587020	PRATER, ANGELA	10/26/2016	285.66
587021	PUBLIC CONSULTING GROUP INC	10/26/2016	2,000.00
587022	PUD NO 1 OF CHELAN COUNTY	10/26/2016	31,877.31
587023	RAMIREZ, EVELIA	10/26/2016	50.00
587024	RANDY'S AUTO PARTS & TOWING	10/26/2016	140.92
587025	REDI MEDI CLINIC PLLC	10/26/2016	125.00
587026	RICHMOND, ADAM E	10/26/2016	76.30
587027	RICOH USA, INC.	10/26/2016	5,109.11
587028	RICOH USA, INC	10/26/2016	2,572.46
587029	RIDGELINE GRAPHICS INC.	10/26/2016	59.62
587030	RIGGS JR, DAVID L	10/26/2016	55.89
587031	ROBINSON, JULIE A	10/26/2016	26.00
587032	ROYSTER, JANELL MARIA	10/26/2016	637.49
587033	RWC GROUP	10/26/2016	1,102.20
587034	S & W IRRIGATION SUPPLY	10/26/2016	503.15
587035	SAFEWAY INC	10/26/2016	1,370.87
587036	SAUCEDA, JESSICA W	10/26/2016	2.59
587037	SAV-MART	10/26/2016	1,198.59
587038	SCHETKY NORTHWEST SALES	10/26/2016	485.98
587039	SCHOLASTIC BOOK FAIRS	10/26/2016	640.70
587040	SCHOOL ART MATERIALS	10/26/2016	347.74
587041	SCOTT, LORRAINE B	10/26/2016	279.99
587042	SEARS, CYNTHIA W	10/26/2016	27.43

Check Nbr	Vendor Name	Check Date	Check Amount
587043	SELLERS, KEVIN M	10/26/2016	22.03
587044	SHIPOWICK-SMITH COUNSELING	10/26/2016	208.33
587045	SHORT, CHERYL	10/26/2016	208.33
587046	SIMS, KELLY R	10/26/2016	59.15
587047	SKALISKY, KEVIN DALE	10/26/2016	17.02
587048	SKILLSOURCE	10/26/2016	42,162.21
587049	ST JOHN, CONSTANCE	10/26/2016	77.98
587050	ST OF WA DEPT OF REVENUE	10/26/2016	2,032.83
587051	STANDARD PAINT	10/26/2016	58.03
587052	STANS MERRY MART	10/26/2016	1,163.89
587053	STANTON, SUZANNE M	10/26/2016	437.05
587054	STERICYCLE COMM SOLUTIONS	10/26/2016	85.88
587055	STONEWARE, INC.	10/26/2016	535.50
587056	STUBBE, PAMELA JOAN	10/26/2016	20.52
587057	SUPPLYWORKS	10/26/2016	10,840.51
587058	TALL TIMBER RANCH	10/26/2016	6,425.00
587059	TARGET MEDIA NORTHWEST	10/26/2016	216.00
587060	THACKERAY, ZANE	10/26/2016	18.00
587061	THE PARENT INSTITUTE	10/26/2016	2,197.80
587062	THRIFTY SUPPLY CO	10/26/2016	253.62
587063	THYSSENKRUPP ELEVATOR INC	10/26/2016	301.14
587064	TOLEDO, NOEL A	10/26/2016	21.44
587065	TURF STAR INC	10/26/2016	1,663.65
587066	U INC O/A S/P2	10/26/2016	996.00
587067	UNITED LABORATORIES	10/26/2016	172.07
587068	UNIVERSITY OF OREGON	10/26/2016	5,520.00
587069	UPS	10/26/2016	108.13
587070	US BANK CORPORATE PAYMENT SYST	10/26/2016	53,910.93
587071	US LINEN & UNIFORM INC	10/26/2016	1,110.31
587072	USA FOOTBALL INC	10/26/2016	230.00
587073	VALDEZ, ALEAH RACHEL	10/26/2016	4.88
587074	VALDEZ, SUSAN L	10/26/2016	127.16
587075	VANDERVORT, LESLEY S	10/26/2016	668.99
587076	VEX ROBOTICS, INC	10/26/2016	3,654.90
587077	VIAL, TIFFANY LYNN	10/26/2016	207.12
587078	WA APPLIED MATH COUNCIL	10/26/2016	405.00
587079	WALLACE, MELANIE ANN	10/26/2016	36.00
587080	WALSH, TRACY ANN	10/26/2016	72.48
587081	WASTE MANAGEMENT	10/26/2016	10,241.77
587082	WAXIE SANITARY SUPPLY	10/26/2016	74.41
587083	WEINSTEIN BEVERAGE CO	10/26/2016	1,793.56
587084	WEN DOWNTOWN ASSOCIATION	10/26/2016	275.00
587085	WEN RAQUET & ATHLETIC CLUB	10/26/2016	2,240.00
587086	WEN VALLEY HOSPITAL	10/26/2016	122.21
587087	WEST COAST PAPER CO	10/26/2016	406.50
587088	WHS ASB	10/26/2016	6,383.11
587089	WICKEL, LISA M	10/26/2016	23.33
587090	WILGUS, EMILY EUNJIN	10/26/2016	37.55
587091	WOOLSEY, JON MARK	10/26/2016	109.39
587092	WSD ADMIN IMPREST	10/26/2016	4.53

Check Nbr	Vendor Name	Check Date	Check Amount
587093	AFTER HOURS PLUMB & HEAT INC	10/26/2016	308.95
587094	EAGLE TRANSFER CO. INC	10/26/2016	438.13
587095	ERLANDSEN	10/26/2016	561.39
587096	FASTENAL COMPANY	10/26/2016	87.99
587097	FORSGREN ASSOCIATES	10/26/2016	16,892.00
587098	FORTE ARCHITECTS INC	10/26/2016	17,843.00
587099	HILL INTL INC	10/26/2016	44,336.92
587100	INSTA STOR INC	10/26/2016	233.06
587101	KING COUNTY DIRECTORS ASSN	10/26/2016	921.21
587102	LYDIG CONSTRUCTION INC	10/26/2016	935,735.39
587103	MENG ANALYSIS	10/26/2016	17,949.40
587104	NELSON GEOTECHNICAL ASSO INC	10/26/2016	357.74
587105	PARSONS PHOTOGRAPHY	10/26/2016	15.18
587106	PLATT ELECTRICAL SUPPLY	10/26/2016	193.68
587107	ULINE	10/26/2016	161.46
587108	US BANK CORPORATE PAYMENT SYST	10/26/2016	3,066.32
587109	ACT	10/26/2016	311.00
587110	CAFFE D'ARTE	10/26/2016	412.05
587111	CHINOOK MUSIC SERVICE INC	10/26/2016	77.17
587112	COSTCO HOUSEHOLD BANK FSB DO	10/26/2016	1,171.85
587113	DOUGHTY, TONYA	10/26/2016	350.00
587114	FAN CLOTH PRODUCTS LLC	10/26/2016	7,435.00
587115	GEAR UP SPORTS LLC	10/26/2016	3,554.75
587116	GPA EMBROIDERY INC	10/26/2016	169.65
587117	HEPTON, JEFFREY E	10/26/2016	30.00
587118	JW PEPPER & SON INC	10/26/2016	799.34
587119	KIMMEL ATHLETIC SUPPLY	10/26/2016	469.33
587120	KING COUNTY DIRECTORS ASSN	10/26/2016	1,185.80
587121	LINK TRANSPORTATION	10/26/2016	495.00
587122	MACDONALD, ADAM J	10/26/2016	36.82
587123	MCLESTER, DOUGLAS L	10/26/2016	30.00
587124	OFFICE DEPOT	10/26/2016	5.42
587125	PIO ASB IMPREST	10/26/2016	245.77
587126	PIONEER PTO	10/26/2016	1,000.00
587127	R & S VENDING	10/26/2016	198.00
587128	SAFEWAY INC	10/26/2016	283.57
587129	US BANK CORPORATE PAYMENT SYST	10/26/2016	4,564.35
587130	VARSITY SPIRIT FASHIONS	10/26/2016	635.93
587131	WEINSTEIN BEVERAGE CO	10/26/2016	605.87
587132	WEN RAQUET & ATHLETIC CLUB	10/26/2016	585.00
587133	WSD	10/26/2016	467.86
587134	WSD FOOD SERVICES CATERING	10/26/2016	483.85

275 Computer Check(s) For a Total of

1,565,435.91

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	275	Computer	Checks For a Total of	1,565,435.91
Total For	275	Manual, Wire Tran, ACH & Computer	Checks	1,565,435.91
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,565,435.91

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-3,376.02	0.00	504,106.73	500,730.71
20	Capital Projects	0.00	0.00	1,039,101.82	1,039,101.82
40	Associated Stude	-761.84	0.00	26,365.22	25,603.38





DATE: OCTOBER 20, 2016  
TO: Board of Directors  
FROM: Lindee Akers  
RE: Hand Carry Payroll Report

# MEMORANDUM

The payroll report is not ready as of now. It will be a hand carry item for the board consent agenda. I will post on the moodle and send in an email as soon as I receive it.

Thank you, Lindee

# MEMORANDUM

## Inventory Surplus

TO:	Board of Education
FROM:	Karen Walters, Director of Accounting
DATE:	October 25, 2016
SUBJECT:	Declaration of Surplus

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

Building	Quantity	Item
<b>Lewis &amp; Clark</b>	1	VCR; RCA w/remotes
	1	Overhead Projector
	1	2 Drawer File Cabinet
	3	File Cabinet
	3	Classroom Dividers
	1	Tack Board
	1	School Desk
	4	Stereos
	2	TV
	3	Rolling TV Stands
	1	Metal Rack
	1 Box	Hampton Brown Student Books
	1	Lucy Calking Writing Curriculum
	1	Primary Comprehension Toolkit
	1	Phonics Lesson Book
	1	Let's Talk About it Curriculum
	1	Cuenta Cuentos Teacher Guide
	1	Santillan Material
	1	Cancionero Material
	1	Zoo Phonics Curriculum
1	Upright Piano	
1	Tall Rolling Cart	
1	Short Rolling Cart	
<b>John Newbery</b>	1	Student Worktable
	2 Boxes	Teaching Manuals/Guides
	1 Box	Binders, Office Supplies
<b>Westside High School</b>	2 Boxes	Deleted Library Books
<b>Special Education/ECLC</b>	12 Boxes	Miscellaneous Curriculum
	1 Box	Misc. Office supplies
	1	Binding Machine
	1	Microwave
<b>Technology</b>		
	<i>Lewis &amp; Clark</i>	6
	1	HP Color Printer
	1	EPSON Powerlite
<i>John Newbery</i>	1	EPSON Projector
	2	Macbook
	2 Boxes	Cords, Mice, Keyboard
	1	Brother Printer
	2	eMac
	1	iMac
	7	Macbook

# MEMORANDUM

## Inventory Surplus

	5	eMac
	1	Macbook
	1	Airport Extreme
	3	iMac
<i>Wenatchee HS, CTE</i>	3	MacMini
	6	Nspire Systems PC
	1	Mimio Pad
	2	Mimio Interactive
	2	Mimio Wireless
	2	Mimio Capture Kit
	1	Elmo TT-02S
	1	Hitachi Projector
	1	Sanyo Pro Projector
	1	Officejet Wireless
<i>Special Programs</i>	1	Brother MFC
	1	Brother Printer
<i>Technology</i>	2	MacMini
	2	SoundTech Speakers
	2	Tripod
	1	Thermal Super Temp
	1	Brother HL
	1	Fender Passport
	1	HP Color Laser
	1	Epson Emp
	1	Sharp Notevision
	1	Epson PowerLite
	2	MacBook Pro
	1	Hitachi CP
	1	HP PSC
	1	Brother HL
	1	HP Monitor
	1	Brother HL
	1	HP Photosmart
	1	HP Office Jet
	1	Electric Absorber
	2	Aiwa Speakers
	1	Sam Jr
	2	Keyboards
	1	APC
	1	HP Office Jet



# OVERNIGHT / OUT OF STATE FIELD TRIP REQUESTS

Angie Knudtson  
10/17/16 0:00

Winnetka School District

## Out of District/Overnight and Out of State Field Trip Requests for Board Approval on October 25, 2016

Requesting Location	Trip Number	Dates	Destination	Round Trip Miles	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding Source
WestSide HS	1564	11/9/2016 - 11/13/2016	Washington, DC	4650	Sheena Zacherle	WSHS - Jobs for Washington Graduates	Students will be attending a National Leadership Conference as well as competing.	1	3	\$3,610 w/o flights TBD	WSHS Leadership Club for registration fees \$1,600, Junior Service League \$2,010 for Hotel and for the flights TBD
<b>Short Notice Out of State Trip</b>											
WHS	841	3/31/17 - 4/8/17	China	??	Chris Cloke	This trip is not affiliated with any official club or group, but could be considered part of a travel club. We have previously traveled to Ireland, Wales, England, Italy, Greece, and the Greek Isles (the Cyclades)	The students will be immersed into a foreign culture for 9-12 days. They will gain confidence, view locales and performances they had previously only read about, and they will begin to become global citizens.	5	6	\$2,700.00	Students/Parents enrolled on the trip are responsible for their own costs. WSD is not responsible for any of the cost.

# WENATCHEE LEARNS

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# STRATEGIES

- *Strategy One - Personalized Learning*
- *Strategy Two – Tapping into the Power of the Community*
- *Strategy Three – Use Best Tools & Resources to Advance Learning*
- *Strategy Four – Balance Change for All with Excellence for All*

## CAREER AND TECHNICAL EDUCATION

The district will provide a program of Career and Technical Education to assist students in the making of informed and meaningful educational and career choices; and to prepare students for post-secondary options. The district's Career and Technical Education is a planned program of courses and learning experiences that begins with exploration of career options. Additionally, the district's Career and Technical Education program supports basic academic and life skills, enables achievement of high academic standards, incorporates leadership training, provides options for high skill development and high-wage employment preparation and includes advanced and continuing education courses. The program and its courses will be included as part of the regular curriculum of the district.

The district will establish local Career and Technical Advisory Committees to assist in the design and delivery of the district's Career and Technical Education program. Committees will advise the district on current labor market needs and the programs necessary to meet those needs. The district's Career and Technical Education program will be related to employment demands, current and future, and to the needs and interests of students.

The board will annually review and approve the district plan for the design and delivery of its career and technical education program. The plan will ensure academic rigor, align with education reform, establish program performance targets, address the skill gaps of Washington's economy and provide opportunities for dual credit.

The superintendent will develop procedures which will ensure that all programs and courses are operated in conformity with the district's plan for Career and Technical Education and with all Federal and State laws prohibiting discrimination based on race, creed, color, national origin, disability, gender, sex, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal, religion, honorably discharged veteran or military status.

Additionally, the superintendent will seek and utilize all available state and federal sources of revenue for the financial support of Career and Technical Education in the district.

### Cross References:

2413 - Equivalency Credit for CTE  
2140 - Guidance and Counseling

### Legal References:

RCW 28A.150.500

Educational agencies offering vocational educational programs — Local advisory committees — Advice on current job needs

RCW 28A.700

Secondary career and technical education

RCW 28A.230.130

Program to help students meet minimum entrance requirements at baccalaureate-granting institutions or to pursue career or other opportunities — Exceptions

20 U.S.C 2301 et seq.

Carl D. Perkins Career and Technical Education Act of 2006

Management Resources:

*Policy News*, June 2011  
*Policy News*, February 2009

Career and Technical Education Programs  
Career and Technical Education Programs

**Adoption Date: 08/10/98**  
**Wenatchee School District**  
**Revised: 02.09; 01.25.11; 10/25/16**



**Wenatchee School District No. 246**  
**MEMORANDUM**

To: Wenatchee School Board  
Brian Flonos, Superintendent

From: Les Vandervort, Chief Financial Officer

Date: October 5, 2016

Re: Enrollment Reports for **October 2016**

**Exhibit A** - Monthly Enrollments.

The **October 2016** count of K-12 students is **7,807.00 full-time equivalents (FTE)** including 218.01 FTE Running Start students (Running Start students are counted starting in October).

The *average* FTE is **7,772.52** which are **107.48** FTE below budgeted *average* FTE of 7,880.

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

Several factors are coming into play impacting the enrollment numbers:

1. Kindergarten is down 70 FTE.
2. Grades 1-5 are down 82 FTE. Some of this is due to choice reconfiguration.
3. WHS is down 184 although the net impact of grades 9-12 is down 62.
4. Running Start is up 63 over budget.
5. Open Doors is still down 58.
6. The loss of Alcoa.

**Exhibit B** shows the changes in average FTE enrollment, as reported to SPI, since 2004-05. Exhibit B reflects the history of our actual state funding level of FTE.

**Exhibit C** is a comparison of student FTE by school and by grade level for the current month and the same month in the prior year (2015-16).

**Exhibit D** shows the monthly information in graphic form, with a comparison to last year's (2015-16) actual enrollment and 2016-17 budgeted numbers.

**WENATCHEE SCHOOL DISTRICT NO. 246**  
**Monthly Average FTE Enrollment 2016-17 School Year**

GRADE	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	AVERAGE	2015-16	
												BUDGET	AVG to BUD DIFFERENCE
1/2 Day KINDERGART	0.00	0.00									0.00	0	0.00
All-day Kinderga	507.00	520.51									513.76	584	-70.25
FIRST	575.03	576.03									575.53	591	-15.47
SECOND	558.00	560.00									559.00	595	-36.00
THIRD	569.76	568.71									569.24	587	-17.77
FOURTH	535.89	538.89									537.39	550	-12.61
FIFTH	588.07	597.07									592.57	593	-0.43
SIXTH	542.51	544.51									543.51	535	8.51
SEVENTH	570.71	573.71									572.21	554	18.21
EIGHTH	530.36	532.34									531.35	530	1.35
NINTH	586.36	588.73									587.55	590	-2.45
TENTH	620.88	614.48									617.68	630	-12.32
ELEVENTH	503.90	504.81									504.36	495	9.36
TWELFTH	456.77	459.20									457.99	515	-57.02
Kindergarten	507.00	520.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	513.76	584	-70.25
GRADES 1-5	2826.75	2840.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2833.73	2,916	-82.28
GRADES 6-8	1643.58	1650.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1647.07	1,619	28.07
GRADES 9-12	2167.91	2167.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2167.57	2,230	-62.43
K-12 Subto	7145.24	7178.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7162.12	7,349	-186.88
Running Start		218.01									218.01	155	63.01
Open Doors	71.00	83.73									77.37	135	-57.64
Alternative	303.79	326.27									315.03	241	74.03
<b>TOTAL</b>	<b>7,520.03</b>	<b>7,807.00</b>									<b>7,772.52</b>	<b>7,880</b>	<b>-107.48</b>

Exhibit A

**WENATCHEE SCHOOL DISTRICT NO. 246**  
 Yearly Average FTE Enrollment 2004-05 to Present

GRADE	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
KINDERGARTE	281.17	294.44	325.23	256.86	116.96	122.84	112.17	133.51	116.35	76.00	80.90	20.80	0.00
ALL DAY KINDER				79.00	323.67	337.56	345.67	363.68	335.50	437.61	429.60	533.21	513.76
FIRST	597.44	551.22	583.11	639.86	591.49	571.00	587.64	542.76	617.63	575.55	620.01	596.50	575.53
SECOND	541.56	576.22	546.18	582.82	614.54	585.44	550.85	563.55	541.33	613.44	557.85	581.99	559.00
THIRD	502.93	532.89	577.61	517.25	576.33	618.96	588.12	545.74	549.19	566.04	606.64	547.60	569.24
FOURTH	583.44	493.07	522.99	574.31	529.02	569.18	614.14	576.66	536.59	546.98	571.30	593.90	537.39
FIFTH	555.03	593.47	486.97	531.43	578.29	536.22	560.76	607.33	573.57	544.19	560.36	539.50	592.57
SIXTH	550.39	557.45	620.13	510.27	559.34	622.04	549.62	590.30	649.06	589.00	543.32	554.94	543.51
SEVENTH	589.08	560.45	548.39	612.88	516.99	576.10	617.67	545.57	606.48	654.62	584.36	528.73	572.21
EIGHTH	611.02	588.62	554.19	539.08	613.53	539.12	574.79	625.61	552.01	620.59	644.19	584.41	531.35
NINTH	726.00	773.57	651.42	604.75	599.07	630.85	561.78	584.60	652.18	548.75	619.92	622.99	587.55
TENTH	487.57	504.76	620.21	596.66	569.28	548.37	611.61	545.59	570.70	620.98	553.04	599.52	617.68
ELEVENTH	534.76	488.48	524.59	569.84	527.16	591.15	593.50	625.30	562.71	568.94	573.12	536.48	504.36
TWELFTH	355.74	378.50	384.40	465.71	511.17	674.92	690.73	659.13	665.68	583.40	594.84	543.74	457.99
KINDERGARTE	281.17	294.44	325.23	335.86	440.63	460.40	457.84	497.19	451.85	513.61	510.50	554.01	513.76
GRADES 1-5	2780.40	2746.87	2716.86	2845.67	2889.67	2880.80	2901.51	2836.04	2818.31	2846.20	2916.16	2859.49	2833.73
GRADES 6-8	1750.49	1706.52	1722.71	1662.23	1689.86	1737.26	1742.08	1761.48	1807.55	1864.21	1771.87	1668.08	1647.07
GRADES 9-12	2104.07	2145.31	2180.62	2236.96	2206.68	2445.29	2457.62	2414.62	2451.27	2322.07	2340.92	2302.73	2167.57
Total K-12	6916.13	6893.14	6945.42	7080.72	7226.84	7523.75	7559.05	7509.33	7528.98	7546.09	7539.45	7384.31	7162.12
Running Start	82.79	96.61	101.59	86.18	128.56	140.00	138.52	138.34	133.51	125.55	172.90	155.49	218.01
Skill Source/Open Door										89.23	89.98	101.14	77.37
Alternative												253.49	315.03
TOTAL	6998.92	6989.75	7047.01	7166.90	7355.40	7663.75	7697.57	7647.67	7662.49	7760.87	7,802.33	7,894.43	7772.52
Percent Change		-0.1%	0.8%	1.7%	2.6%	4.2%	0.4%	-0.6%	0.2%	1.3%	0.5%	1.2%	-1.5%

Exhibit B

WENATCHEE SCHOOL DISTRICT NO. 246				Current Month 2016-17 FTE Comparison to same month 2015-16					
School	October 2015	October 2016	increase (decrease)	Grade	October 2015	October 2016	increase (decrease)		
Columbia	463	445	-18	K	22	0	-22		
Lewis & Clark	463	485	22	ADK	527	521	-7		
Lincoln	522	501	-21	1	602	576	-26		
Mission View	524	540	16	2	584	560	-24		
Newbery	540	518	-22	3	548	569	21		
Sunnyslope	293	301	8	4	596	539	-57		
Washington	620	572	-49	5	546	597	51		
Elementary	3,425	3,361	-64		3,425	3,361	-64		
Foothills	624	586	-39	6	558	545	-13		
Orchard	393	431	38	7	529	574	45		
Pioneer	657	634	-23	8	587	532	-55		
Middle Schools	1,673	1,651	-23		1,673	1,651	-23		
WHS	2,034	1,850	-184	9	633	589	-44		
WSHS	233	283	50	10	615	614	-0		
High Schools	2,267	2,133	-134	11	551	505	-47		
				12	586	459	-127		
Skill Source	7	2	-5		2,385	2,167	-218		
Skill Source/Open Door	96	82	-14						
Open Doors/Grad Alliance	0	2	2	Total Regular	7,484	7,179	-305		
Valley Academy	156	169	13						
WV Tech Ctr	202	189	-13						
Other Enrollment	461	444	-17	ALE	247	326	79		
				Open Door	96	84	-12		
Subtotal Enrollment	7,827	7,589	-238	Running Start	159	218	59		
Running Start	159	218	59		7,985	7,807	-178		
Total Enrollment	7,985	7,807	-178						
Juvenile Detention Center	10	13	3						
Special Ed	887	876	-11						
Exhibit C									

## Enrollment 16-17

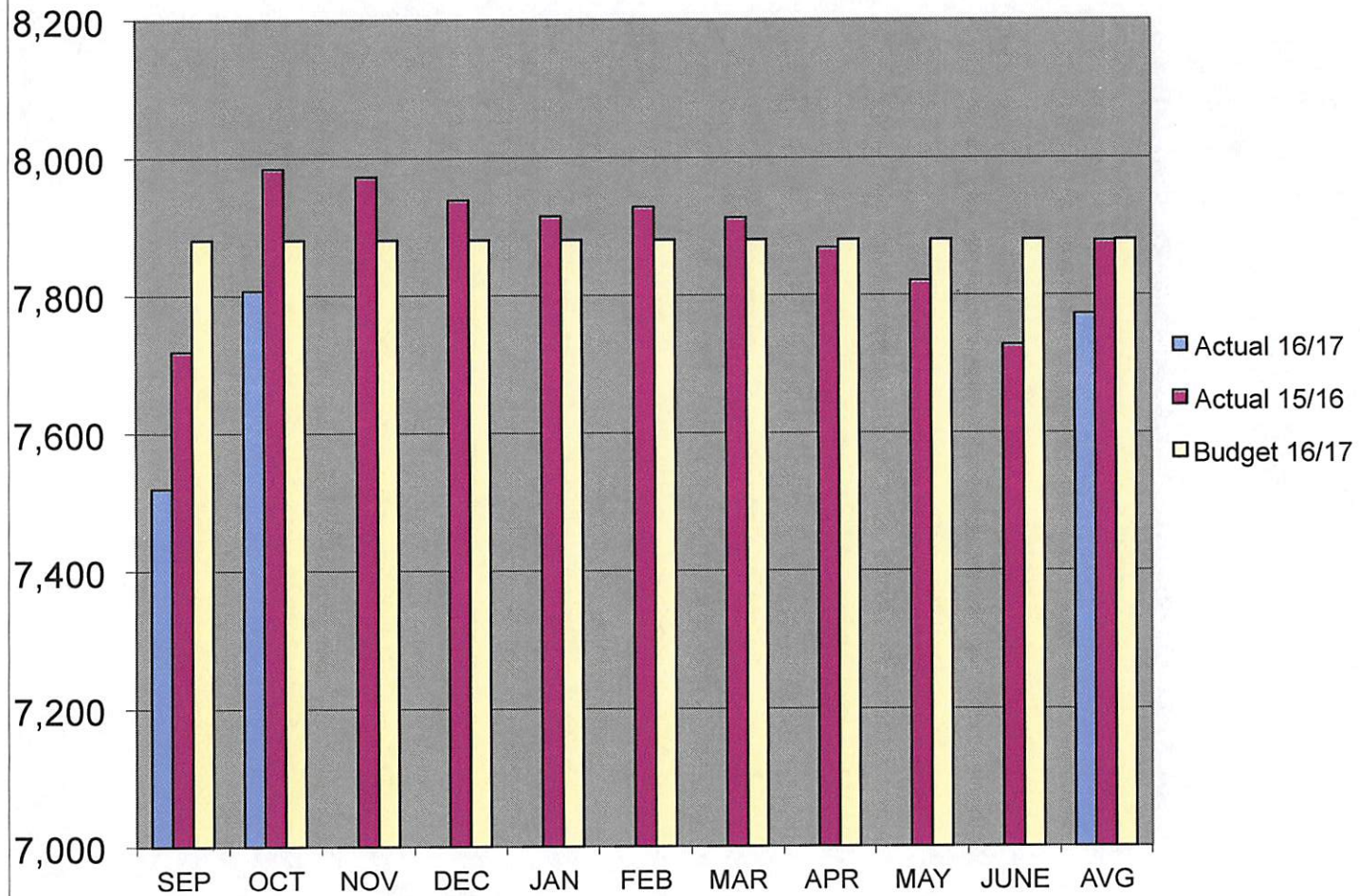


Exhibit D

	24 KINDER		24 GRADE 1		25 GRADE 2		25 GRADE 3		27 GRADE 4		27 GRADE 5		
	#		#		#		#		#		#		
Columbia	Dimova-West, R B	14	Ells, Joe	21	Bentsen, Carolyn B	23	Heffron, Rebecca (mixe	19	Avila, Dahlia (mixed)	21	Cline, Gretchen	27	
	Holland, Courtney	14	Lopez, Lizbeth B	14	Card-Roley, Laurie	20	Kniveton, Jenifer	19	Hetterle, Rachel	22	Hill, Courtney	28	FTE
	Ryan-Kelzenberg (Shel)	16	McCarl, Megan	22	Vanatta (Shelt'd)	21	Lemus-Pulido, Anayss	19	Siepmann, Connie	21	Weaver, Katie	27	445.03
	Wiggins, Cameron	16	Smith, Lynette	22	Weaver, Ryan	20	Searles, Rachel	19					Head
			Speech Only	1									
	60		80		84		76		64		82		446
Lewis & Clark	Jarvis, Oliva B	18	McGuire, Ana	23	Collins, Alanna	22	Black, Maria	22	Jagla, Angie	24	Boyle, Heidi	24	FTE
	Limon, Donna	23	Navarro, Nancy B	23	Luna, Itzia B	20	Brandt, Theresa	22	Lopez, Daniz B	24	Sanchez, Juan	24	484.76
	Springer, Megan	21	Savage, Sunny	23	Malloy, Juanita B	21	De La Mora B	21	Martinez, Eva	23	Sleeper, Tracie B	23	Head
	Yanez, Carmen B	20	Solis, Anelita B	22	Schmidt, Desiree	21	Nunez, Ginger	21					
		82		91		84		86		71		71	
Lincoln	Charles, Katie	17	Blankenship, Marea B	20	McKee, Nancy	22	Heinz, Teresa	23	Gaytley, Todd	22	Bullis, Jacob	18	FTE
	Clive, Cassandra	18	Hurt, Allison (Shelt'd)	21	Rodriguez, Christina B	19	Mason, Kristina	20	Guerrero, Marta	20	Ferson, Darrin	20	501.00
	Gonsalez, Rocio B	18	Pattison, Lisa	20	Schmidt, Sandra	22	Nelson, Tessa	22	Mahler, Cynthia	21	Nicpan-Brown, Kristina	18	Head
	Smith, Candy (Shelt'd)	19	Robins, Jessica	22	Wilson, Carmen B	20	Williams, Dianna B	21	Parr, Kevin B	21	Williams, Jeffrey	20	
	SpEd Noble	4	SpEd Noble	2	SpEd Noble	2	SpEd McFarland	3	SpEd McFarland	2	SpEd McFarland	2	
	76		85		85		89		88		78		501
Mission View	Hepton, Tiffany	20	Berdine, Mary	21	Christensen, Jen B	21	Brown, Sarah	24	Avila, Armando B	19	Alto, Angie B	26	FTE
	Martinez, Lupe B	19	Chang Marr, Maria B	26	Hill, Carol	22	Chavez, Gabriela B	25	Avila, Mario B	18	Hall, Andrew	25	540.07
	Mendoza, Liliana	19	Montalvo, Patricia B	17	Martinez, Brandy	22	Savage, Tamara	25	Lewis, Lisa	18	Pass, Scott	25	Head
	Orozco Blanco, Eliza B	21	Morgan, Coni	20	Yanez, Socorro B	22			Wirth, Debra	21	Phelps, Theresa	22	
	Valdovinos, Cari	21	O'Banion, Heidi	22									
	100		106		87		74		76		98		541
Newbery	Cannan, Eric	2	Cannan, Eric	1	Cannan, Eric	1	Brooks, Ingrid B	22	Keeene, Stephanie	21	Kniveton, Kyle B	25	FTE
	Fischer, Leticia	16	Arneson, Imelda B	18	Dundas, Cheri	19	Crollard, Debbie	22	Peterson, Tracy	22	London, Flora	24	517.69
	Reyna-Smith, Soyla	18	Garza, Ashley	21	Morrell, Blake	18	Dickson, Kimberly	21	Schott, Robert B	23	Preuss, J. Austin	25	Head
	Vivanco, Matilde B	18	McLaughlin, Lori	21	Page, Brooke B	20	Gutierrez-Zamora B	23	Stubbe, Stephanie	24	Strozyk, Paula	25	
	Wise, Jill	19	Woolsey, Tami	21	Riggan, Brooke	20	Cannan, Eric	4	Cannan, Eric	2	Cannan, Eric	2	
	73		82		78		92		92		101		518
Sunnyslope	LeFebvre, S	20	Anspach, Julie	21	Howard, Jeri	25	Dalbeck, Abby	27	Baier, Erika	27	King/Morgan	20	FTE
	Steitz, Lisa	20	Jansen, Kelli	22	Norwood/Gale	25	Martin, Peggy	27	Loomis, Meredith	26	Lammert, Amy	20	301.00
		40		43		50		54		53	Weber, Karen	21	Head
											61		301
Washington	Arredondo, Zuly	22	Garcia/Wilkens	22	Anguiano, Stephanie	23	Bucholz, Heidi	24	Detwiler, Tamera	22	Christensen, Monika	27	FTE
	Connor, Michelle	22	Knell, Molly	23	Clayson, Wendi	23	McGinnis, Lance	24	Gillespie, Terry	24	Roche, Laura	26	571.66
	Reiber, Erin	21	Larsen, Rebecca	23	Huson, Lynda	23	Reinfeld, Jill	25	Parr, Maia B	23	Sutton, Jana	26	Head
	Rodriguez, Melody	23	Oltman, Erin	21	Lake, Caroline	23	Williams, David	25	Smith, Jodee	23	Walsh, Tracy	26	
	SpEd Cannan	2	SpEd Ptolemy	1	SpEd Cannan		SpEd Cannan		SpEd Cannan	1	SpEd Lyon Cannan		
	Speech Only	1			SpEd Ptolemy		SpEd Ptolemy		SpEd Ptolemy	2	SpEd Ptolemy	2	
		91		90		92		98		95		107	
<b>TOTAL FTE</b>													<b>3361.21</b>
<b>TOTAL Head Count</b>	522		577		560		569		539		598		<b>3365</b>
<b>Special Ed Count</b>	9		5		3		7		7		6		
<b>Average Class size</b>	19.00		21.19		21.42		22.48		22.17		23.68		
<b># of Teachers/Classes</b>	27		27		26		25		24		25		
<b>B = Bilingual</b>													
<b>D = Dual Language</b>													

Oct 2016

2016-2017 Enrollment

Official Count Day

	K	FTE	1	FTE	2	FTE	3	FTE	4	FTE	5	FTE	Head Total	FTE Total
Columbia	60	60.00	80	79.03	84	84.00	76	76.00	64	64.00	82	82.00	446	445.03
Lewis & Clark	82	82.00	91	91.00	84	84.00	86	85.76	71	71.00	71	71.00	485	484.76
Lincoln	76	76.00	85	85.00	85	85.00	89	89.00	88	88.00	78	78.00	501	501.00
Mission View	100	100.00	106	106.00	87	87.00	74	74.00	76	76.00	98	97.07	541	540.07
Newbery	73	72.74	82	82.00	78	78.00	92	91.95	92	92.00	101	101.00	518	517.69
Sunnyslope	40	40.00	43	43.00	50	50.00	54	54.00	53	53.00	61	61.00	301	301.00
Washington	91	89.77	90	90.00	92	92.00	98	98.00	95	94.89	107	107.00	573	571.66
<b>Total</b>	<b>522</b>	<b>520.51</b>	<b>577</b>	<b>576.03</b>	<b>560</b>	<b>560.00</b>	<b>569</b>	<b>568.71</b>	<b>539</b>	<b>538.89</b>	<b>598</b>	<b>597.07</b>	<b>3365</b>	<b>3361.21</b>
<b>Foothills</b>	<b>6</b>		<b>7</b>		<b>8</b>									
Foothills	183	182.51	219	218.02	185	185.00							587	585.53
Orchard	154	154.00	147	147.00	130	130.03							431	431.03
Pioneer	208	208.00	209	208.69	218	217.31							635	634.00
<b>Total</b>	<b>545</b>	<b>544.51</b>	<b>575</b>	<b>573.71</b>	<b>533</b>	<b>532.34</b>							<b>1653</b>	<b>1650.56</b>
<b>WHS</b>	<b>9</b>		<b>10</b>		<b>11</b>		<b>12</b>							
WHS	560	538.76	573	567.80	487	400.20	396	343.60					2016	1850.36
WSHS	21	20.97	48	45.50	60	58.75	159	157.63					288	282.85
<b>Total</b>	<b>581</b>	<b>559.73</b>	<b>621</b>	<b>613.30</b>	<b>547</b>	<b>458.95</b>	<b>555</b>	<b>501.23</b>					<b>2304</b>	<b>2133.21</b>
<b>Skillsource</b>	<b>9</b>		<b>10</b>		<b>11</b>		<b>12</b>							
Skillsource	0	0.00	2	2.00	0	0.00	0	0.00					2	2.00
<b>Valley Academy</b>	<b>K</b>		<b>1</b>		<b>2</b>		<b>3</b>		<b>4</b>		<b>5</b>			
Valley Academy	26	13.00	18	17.80	20	19.80	27	27.00	21	21.00	18	18.00		
	<b>6</b>		<b>7</b>		<b>8</b>		<b>9</b>		<b>10</b>					
	21	20.66	9	9.00	10	8.48	7	6.90	8	7.70			185	169.34
<b>Special Ed-Bldg 511</b>													0	0.00
<b>WVTSC</b>	<b>9</b>		<b>10</b>		<b>11</b>		<b>12</b>							
WVTSC	0	30.00	2	13.38	39	64.86	55	80.70					96	188.94
<b>Running Start</b>														
													7605	7505.26
													242	218.01
													7847	7723.27
<b>Open Doors - Skillsource</b>	0	0.00	8	8.00	32	30.73	43	43.00					83	81.73
<b>Open Doors - Grad Alliance</b>	0	0.00	0	0.00	0	0.00	2	2.00					2	2.00
	0	0.00	8	8.00	32	30.73	45	45.00					85	83.73
<b>Total Open Doors</b>													85	83.73
<b>Totals</b>													<b>7932</b>	<b>7807.00</b>
<b>Juvenile Detention Center</b>													13	13.00
<b>Special Education</b>	Age	FTE	Age	FTE	Age	FTE							876	876.00
	0-2	47.00	3-5	51.00	K-21	778.00								



DATE: OCTOBER 20, 2016

TO: Board of Directors

FROM: Lindee Akers

RE: DISTRICT LEARNING TEAM UPDATE

# MEMORANDUM

This update will be a verbal update with possible handouts at the meeting.

Thank you, Lindee





# FACILITY PROJECTS

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# UPDATES

LINCOLN ELEMENTARY SCHOOL  
MODERNIZATION AND ADDITION  
CHANGE ORDER NO. 10

October 25, 2016

SITUATION

Change Order No. 10 is attached for your review. The change order includes seventeen (17) additive changes and three (3) deductive changes to the construction contract for the Lincoln Elementary School Modernization and Addition project. Ten (10) changes are owner requests; six (6) of the changes to the contract are related to construction coordination; three (3) of the changes are due to unforeseen conditions and one (1) change was required by the City.

Due to the size of the credits the total change order is a credit to the district. The total for change order percentages are 7.78% of the construction contract amount of which 4.5% is for owner selected alternates; -0.07% is for owner requested changes during construction; 0.01% is for agency requirements; 1.69% is for unforeseen soil conditions; 1.63% is for construction coordination.

<u>Original Construction Contract Amount</u>	\$19,445,406.00
<u>Current Change Order</u>	
Change Order No 10	\$33,162.00
<u>Total Change Orders</u>	
Change Order 1 thru 10	\$1,512,083.00
<u>Contract Amount including this Change Order</u>	\$20,957,489.00

RECOMMENDATION

The Board of Directors approves Change Order No. 10 to Lydig Construction, Inc. for the Lincoln Elementary School Modernization and Addition Project in the amount of \$33,162.00 increasing the contract amount to \$20,957,489.00.



# AIA Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 010	<b>OWNER:</b> <input checked="" type="checkbox"/>
Abraham Lincoln Elementary School	<b>DATE:</b> October 13, 2016	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
Addition and Modernization		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
1224 Methow Street		<b>FIELD:</b> <input type="checkbox"/>
Wenatchee, Washington 98801	<b>ARCHITECT'S PROJECT NUMBER:</b> 1408	<b>PROJECT MANAGER:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>CONTRACT DATE:</b> June 04, 2015	
Lydig Construction	<b>CONTRACT FOR:</b>	
11001 East Montgomery Drive		
Spokane Valley, Washington 92206		

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

CCD	PCO	DESCRIPTION	COST
134	220	Fence at All Condensing Units	\$7,316.00
156	225	Eliminate GWB at MP Ceilings	(\$9,272.00)
165	247	GWB Wrap at Exposed Beams	\$20,915.00
170	249	Classroom AV Changes	\$43,649.00
172	257	Eliminate Alternate #7 (partial credit)	(\$40,000.00)
173	253	Modify Painting and Stage Surround in Gyms and MP Room	\$6,398.00
174	268	Stage Floor Covering	\$4,501.00
177	261	Area 1 Underslab Soil Remediation	\$28,217.00
180	278	Buyout Savings Deduct	(\$138,071.00)
182	277	Anti-Graffiti Coating	\$21,034.00
183	223	Panic Hardware at Electrical Room Door	\$2,798.00
184	237	Area 1 Existing Roof Deck Nailing	\$7,439.00
185	241	Unforeseen Sewer and Footing at Area 2	\$38,725.00
186	246	Kitchen Eye Wash Station	\$3,189.00
187	254	ASI-013 Added Soffits to Conceal Sprinkler Pipe	\$7,778.00
188	265	CCD-188 Added MP Roof Drain Piping with Existing Drains	\$15,937.00
189	280	Provide Heat to Rooms 108, 115, 309, 610	\$4,601.00
190	281	Change Glass at Doors 504, 505, 506, & 507	\$956.00
191	282	Add Prep Sink at Kitchen	\$2,735.00
197	283	ASI-014 Small Gym Floor Striping	\$4,317.00
		<b>Total:</b>	<b>\$33,162.00</b>

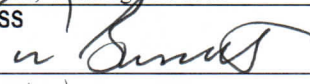
The original Contract Sum was	\$ 19,445,406.00
The net change by previously authorized Change Orders	\$ 1,478,921.00
The Contract Sum prior to this Change Order was	\$ 20,924,327.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 33,162.00
The new Contract Sum including this Change Order will be	\$ 20,957,489.00

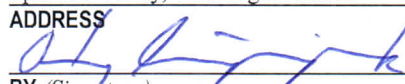
The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is October 31, 2016

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

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

Forte Architects, Inc.  
ARCHITECT (Firm name)  
240 North Wenatchee Avenue  
Wenatchee, Washington 98801  
ADDRESS  
  
BY (Signature)  
Mr. Tom Bassett  
(Typed name)  
10-18-2016  
DATE

Lydig Construction  
CONTRACTOR (Firm name)  
11001 East Montgomery Drive  
Spokane Valley, Washington 92206  
ADDRESS  
  
BY (Signature)  
Mr. Andy Semprimo  
(Typed name)  
10/18/2016  
DATE

Wenatchee School District No. 246  
OWNER (Firm name)  
235 Sunset Avenue  
Wenatchee, Washington 98801  
ADDRESS  
  
BY (Signature)  
  
(Typed name)  
DATE

**October 13, 2016**

**Re: Abraham Lincoln Elementary School Addition and Modernization Change Order No. 010**  
Wenatchee School District

Below is a brief description of each of the construction change directives (CCD's) which make up Change Order No. 010

**CCD #134 – Fence at all Condensing Units - (\$7,316.00)**

- (PCO 220) The IDF and MDF rooms which house the servers in the mezzanine area were required to have their own HVAC condensing unit. These units were mounted at the ground level on the exterior of the building. In order to protect the units a fence and a gate with privacy slats was installed around each one.

**CCD #156 - Eliminate GWB at MP Ceilings - (\$9,272.00)**

- (PCO 225) Early in the project it was decided to cover the existing car decking in the multipurpose room with gypsum wall board and this work was added to the contract by CCD 111. It was later decided to paint the existing ceiling and leave the car decking exposed. CCD 156 is a credit for labor and material for not installing the gypsum wall board.

**CCD #165 - GWB Wrap at Exposed Beams - \$20,915.00**

- (PCO 247) Due to the condition and appearance of the exposed beams in public areas the project team decided that the district would benefit by covering the beams with gypsum wall board.

**CCD #170 - Classroom AV Changes - (\$43,649.00)**

- (PCO 249) The District's Technology Department requested changes to the classroom audio visual system. Some of the changes included providing pendant wireless microphones in lieu of handheld wireless microphones, relocating the apple TV device from the plenum to the video projector location, and other miscellaneous audio connections, programming, and labeling.

**CCD #172 - Eliminate Alternate #7 Partial Credit - (\$40,000.00)**

- (PCO 257) Alternate #7 for the vertical stacking door between the gymnasium and the multipurpose room was one of the alternates originally accepted at the beginning of the project. During the summer phase when this portion of the project was under construction it was discovered that in order to install the vertical stacking door, a substantial amount of extra steel framing would need to be installed to support it. The team decided it would be just as effective to install the horizontal stacking partition per base bid. The district requested to have plastic laminate installed on the bottom portion of the wall for protection. The change in finish material resulted in a price adjustment which is still being calculated. A future change order will include the the balance of the credit after final pricing for the finish material is provided by the contractor.

**CCD #173 - Modify Painting and Stage Surround in Gyms and MP Room - \$6,398.00**

- (PCO 253) This CCD is a combination of eliminating paint at techtum panels in the multipurpose room, adding paint to the ceiling of the multipurpose room and stage, reducing the wood material at the stage surround, and different paint striping at gyms then formerly planned for at schools request.

**CCD #174 - Stage Floor Covering - \$4,501.00**

- (PCO 268) The existing wood floor at the stage was originally planned to remain as is, and the plan was to determine after construction if it needed repair. A couple months ago an existing HVAC unit hanging in the area failed and fluid leaked onto the floor. The floor boards ended up swelling at the edges, and are beyond repair. The district decided carpet would better suite the function of the room. Carpet tile was installed to allow for easy replacement of any damaged or stained tiles.

**CCD #177 - Area 1 Underslab Soil Remediation for Unforeseen Condition - (\$28,217.00)**

- (PCO 261) A memo from Nelson Geotechnical indicated that the soils at Area 1 underslab trenches are unsuitable as strucuratl material ranging between loose silty fine sands and soft fine sandy silts as well as deposits of pumice uncovered during piping excavation. These soils possess very low structural strength requiring full removal and replacement with suitable structural fill..

**CCD #180 – Buyout Savings Deduct - (\$138,071.00)**

- (PCO 278) This change is the savings from the difference between the original MACC estimate and the actual awarded bid values.

**CCD #182- Anti-Graffiti Coating - (\$21,034.00)**

- (PCO 277) An Anti-Graffiti coating was installed over all of the new brick on the exterior of the building. The Anti-Graffiti coating allows for graffiti to be pressure washed off of the building.

**CCD #183 - Panic Hardware at Electrical Room Door - (\$2,798.00)**

- (PCO 223) The building inspector required panic hardware to be installed at the main electrical room for emergency egress.

**CCD #184 - Area 1 Existing Roof Deck Nailing Unforseen Condition - (\$7,439.00)**

- (PCO 237) While working up in the existing attic spaces, the contractor noticed that nails in the existing roof sheathing were completely missing the framing below. Because the area had already been re-roofed, A-35 clips were added below to properly attach the sheathing to the roof joists.

**CCD #185 - Unforeseen Sewer and Footing at Area 2 - (\$38,725.00)**

- (PCO 241) A previously unknown 6" diameter sewer line was discovered immediately adjacent to an existing building footing and foundation wall. This required additional demolition to remove the footing concrete, and re-route the sewer line around the new gymnasium.

**CCD #186 - Kitchen Eye Wash Station - (\$3,189.00)**

- (PCO 246) All commercial kitchens are required to have an emergency eye wash station, during the design phase of the project the district decided that saline bottles and goggles would be sufficient. The team decided that the district would benefit from more of a permanent type of eyewash station, therefore a system was added to the already installed handwash sink.

**CCD #187 - ASI-013 Added Soffits to Conceal Sprinkler Pipe - (\$7,778.00)**

- (PCO 254) In the existing classroom wings the low ceiling heights and the depth of the existing beams made it difficult to run new fire sprinkler pipes, soffits were added to conceal these exposed pipes for a more aesthetic appearance.

**CCD #188 - Added MultiPurpose Roof Drain Piping with Existing Drains - (\$15,937.00)**

- (PCO 265) The existing roof drains in the multipurpose room were routed along the sides of the existing beams, because of added framing for the new skylights and steel supports for structural seismic upgrades the roof drains needed to be removed and re-routed.

**CCD #189 - Provide Heat to Rooms 108, 115, 309, 610 - (\$4,601.00)**

- (PCO 280) In each classroom wing there are storage rooms located behind the restrooms, these spaces are accessed from the exterior and were planned to be un-heated. Some of the fire sprinkler stand pipes needed to be located in these rooms which now requires the spaces to stay above freezing. A wall mounted industrial heater is being added to these rooms to serve the purpose.

**CCD #190 – Change Glass at Doors 504, 505, 506, & 507 - (\$956.00)**

- (PCO 281) During the design process it was stressed that the staff/teachers who use the subject rooms required privacy and frosted glass was indicated to be installed. After construction was complete it was determined that these staff members actually need to have visibility into their rooms while they are participating in one on one activities or meetings with students.

**CCD #191 – Add Prep Sink at Kitchen - (\$2,735.00)**

- (PCO 282) A fruit and vegetable prep sink is required in the commercial kitchen. Department of Health and during the design process it was not communicated that the kitchen staff would require a prep sink.

**CCD #197 – ASI-014 Small Gym Floor Striping - (\$4,317.00)**

- (PCO 283) The pricing for the replacement of the small gym floor did not include new floor striping. Because of the type of flooring that was installed a special paint was required to get adhesion to the new flooring.

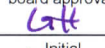
## Contract Coversheet (Non-Federal)

### Request Board Approval

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

**All contracts require school board approval.**

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
10/24/16	New	Erlandsen & Associates	Pioneer Drainage System (surveying & Engineering review and infiltration system design)	\$50,629	Upon Approval thru April 2017	<a href="#">Gregg Herkenrath</a>		Yes	This is decided at the district office.
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.			
				1423 22 7000 100		 Initial <u>10/24/16</u> Date			

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

Agency Name Erlansen & Associates  
 Attention: Eric Smith, PE  
 Street address or PO Box 250 Simon Street  
 City, State, Zip Code East Wenatchee, WA 98802  
 Email Address erics@erlandsen.com  
 Phone Number (509) 884-2562

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

If this is a revision, what has changed?

Erlandsen to provide field review of conditions to determine to determine what is currently going on with the drainage system (See Change Order 019 A dated 10/20/16 = \$14,117.00); and Erlandsen to provide the Infiltration System Design to separate the two ramp catch basins off the system (see Change Order 019 B dated 10/20/16 = \$36,511.60). These Change Orders 019 A and 019 B are under Amendment 1 (dated 10/24/16) to the existing Professional Services Agreement dated October 25, 2012.

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

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

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



## Appendix "B"

### Wenatchee School District

#### Pioneer Drainage

#### Change Order No. 019 A

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**Client:** Wenatchee School District No. 246  
**Project Name:** Pioneer Drainage System  
**Client Project No.:**  
**P.O. No.:**  
**Contact:** Mr. Gregg Herkenrath  
**Billing Address:** 235 Sunset Avenue  
Wenatchee, WA 98801  
**Phone Number:** (509) 663-0555  
**Date:** October 20, 2016

---

**Erlandsen Project Manager:** Eric M. Smith, PE  
**Erlandsen Project No.:** 20120207.0019  
**Task Fee:** \$14,117.00  
**Project Delivery Date:** *Report Completed*

---

#### Project Scope & Deliverables:

##### *Surveying*

- Field Survey – Complete locates on the storm system including known piping, storm structures and pumping systems. Mapping will be presented on aerial photography. Mapping will not develop a full topographic map of the site but only a limited storm system composite figure.

##### *Engineering*

- Management and Project Setup.
- Site Review – Complete a field and office review of the existing system. Identify system elements that need to be evaluated in the field. Gather information associated with the existing pumping system to make attempts to develop pumping rates and evaluate its discharge location. Complete field evaluation to document the existing system, pipe sizes, its condition based upon a visual inspection and outline elements requiring locates by the survey crew. Collect available facility asbuilt drawings.

- Storm Calculations – Evaluate site runoff to determine runoff volumes and review site storm system to determine its capacity.
- Alternative Development – Based upon calculations, determine required system improvements that are required to handle runoff volumes. Up to three alternatives will be developed.
- Report Development – Outline hydraulic calculations, system summary and proposed system improvements required to improve the collection and pumping system. Preliminary Cost Estimates will be developed for proposed improvements.

**Deliverables:**

- Storm System Layout Figure
- Summary Report and limited calculations

**Project Budget:**

Engineering

Site Visit and Data Collection	\$3,355.00
Topographic Survey	\$1,942.00
Storm Evaluation	\$8,820.00
<hr/>	
Total Engineering	\$14,117.00
<b>Task Total</b>	<b>\$14,117.00</b>

IN WITNESS WHEREOF, District and Vendor have executed this Amendment to the Original Agreement for Professional services dated October 25, 2012

WENATCHEE SCHOOL DISTRICT NO. 246  
P.O. Box 1767  
Wenatchee, WA 98807-1767  
Phone: 509-663-8161

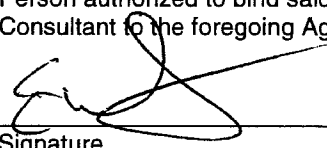
CONSULTANT: Erlandsen  
250 Simon Street  
East Wenatchee, WA 98802

Phone: (509) 884-2562

Person authorized to bind said  
District to the foregoing Agreement

Person authorized to bind said  
Consultant to the foregoing Agreement

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Eric M. Smith, PE  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

10/29/2016  
\_\_\_\_\_  
Date

## Appendix "B"

### Wenatchee School District

#### Pioneer Drainage

#### Change Order No. 019 B

---

**Client:** Wenatchee School District No. 246  
**Project Name:** Pioneer Drainage System  
**Client Project No.:**  
**P.O. No.:**  
**Contact:** Mr. Gregg Herkenrath  
**Billing Address:** 235 Sunset Avenue  
Wenatchee, WA 98801  
**Phone Number:** (509) 663-0555  
**Date:** October 20, 2016

---

**Erlandsen Project Manager:** Eric M. Smith, PE  
**Erlandsen Project No.:** 20120207.0019  
**Task Fee:** \$36,511.60  
**Project Delivery Date:**

Ramp Dry Well System	November 4, 2016
Infiltration Alternative Report	December 1, 2016
Review Pump Station Design	January 27, 2017
Review Electrical System Design	January 27, 2017
Review Specifications	January 27, 2017
Final Bid Documents	February 24, 2017

*Note: Schedule is based upon a Notice to Proceed by October 28, 2016*

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#### Project Scope & Deliverables:

##### *Surveying*

- Survey – Expanded topographic survey which will provide base mapping for the development of the new lift station and force main. Survey will locate existing

structures, site features and underground utilities located by the one call service. Figures will be developed for use in the design phase

*Engineering*

- Management and Project Setup.
- Lift Station Alternative Analysis – Evaluate alternatives for the integration of an infiltration system into the overall storage component of the station. Alternative will evaluate the installation of infiltration storage either outside of the lift station, near the parking lot or at another low point in the system.
- Infiltration System Design – Develop plans and specifications for the infiltration system for the ramp drainage area. System will be designed to infiltrate water based upon the onsite soils and will allow the ramp catch basins to be disconnected from the overall site system. Work will include development of bid documents for this phase of the project.
- Hydraulic Analysis – Finalize hydraulic analysis for the collection system area for use in sizing of the Lift station. Provide Design Report outlining discharge volumes and the capacity of the City’s system.
- Lift Station Design – Size storage basin, duplex pumping system and force main for discharge into the City’s collection system. Design will be summarized in the Design Report to outline volumes, pumping rates and pumping times. Work will include coordination with the City of Wenatchee.
- Lift Station Plans – Develop construction plans for bidding purposes. Plans will provide details for the pumping system and the force main. Details will be provided based upon City requirements. Work will include development of a construction estimate.
- Specifications – Develop construction specifications and bid documents for bidding purposes. Project will utilize Wenatchee School District contract standards.

**Deliverables:**

- Topographic Survey Drawings
- Design Reports
- Bid Documents

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**Project Budget:**

Engineering

Topographic Survey	\$2,564.00
Lift Station Alternative Design	\$3,810.00
Infiltration System Design	\$3,500.00
Hydraulic Analysis	\$2,380.00
Lift Station Design	\$4,900.00
Plan Development	\$7,100.00
Specifications	\$3,460.00
<i>Subtotal Engineering:</i>	<i>\$27,714.14</i>

Reimbursable

Electrical Engineer – Z Engineers (Includes 6% Markup)	\$8,797.60
<i>Subtotal Reimbursable</i>	<i>\$8,797.60</i>

**Task Total** **\$36,511.60**

IN WITNESS WHEREOF, District and Vendor have executed this Amendment to the Original Agreement for Professional services dated October 25, 2012

WENATCHEE SCHOOL DISTRICT NO. 246  
P.O. Box 1767  
Wenatchee, WA 98807-1767  
Phone: 509-663-8161

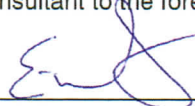
CONSULTANT: Erlandsen  
250 Simon Street  
East Wenatchee, WA 98802

Phone: (509) 884-2562

Person authorized to bind said  
District to the foregoing Agreement

Person authorized to bind said  
Consultant to the foregoing Agreement

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Eric M. Smith, PE  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date


## Contract Coversheet (Non-Federal)

### Request Board Approval

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

**All contracts require school board approval.**

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
10/24/16	Renewal	Erlandsen & Associates	Amendment 1 to existing Professional Services Agreement - extending time	Budget Code	Upon Approval thru October 2017	<u>Gregg Herkenrath</u> I have read this contract and recommend it for board approval. <div style="text-align: center;">               Initial  <u>10/24/16</u>              Date           </div>			This is decided at the district office.

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

Agency Name Erlansen & Associates  
 Attention: Eric Smith, PE  
 Street address or PO Box 250 Simon Street  
 City, State, Zip Code East Wenatchee, WA 98802  
 Email Address erics@erlandsen.com  
 Phone Number (509) 884-2562

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

If this is a revision, what has changed?

Amendment 1 to existing Professional Services Agreement dated October 25, 2012 extending the term and time of performance through October 2017 in accordance with 2016 rate schedule.

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

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

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

**Professional Service Agreement**  
**Amendment No. 1**

THE PROFESSIONAL SERVICE AGREEMENT (the "Agreement") between Wenatchee School District No. 246 and Erlandsen & Associates dated October 25, 2012 is hereby amended as follows:

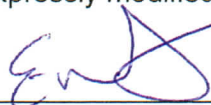
B. Compensation.

1. Compensation for Services rendered, together with all reimbursable costs incurred (the "Authorized Expenses"), shall be per the Rate Schedule set forth in Exhibit "A" (the "Rate Schedule"). The Rate Schedule shall be effective for the 2016-2017 calendar year and may be adjusted annually beginning in 2018 by mutual written agreement signed by authorized representatives of the Parties, but in no case will rates be increased by more than 6% in any calendar year.

E. Term and Time for Performance.

1. This Agreement shall remain in full force and effect from and after the date set forth above until October 2017, unless sooner terminated pursuant to Paragraph I, below. The Agreement may be extended on a year to year basis by mutual agreement of the Parties.

All terms, conditions and provisions of the above specified Agreement, except as expressly modified by this amendment, remain in full force and effect.

  
\_\_\_\_\_  
Eric Smith, PE, Manager  
Erlandsen and Associates, Inc.

10/24/2016  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian Flonas, Superintendent  
Wenatchee School District No. 246

\_\_\_\_\_  
Date



## 2016 RATE SCHEDULE

*Rates are effective as of January 1, 2016*

POSITION	HOURLY RATE
Principal:	\$235
Senior Project Manager	\$200
Project Manager	\$165
Professional Land Surveyor:	\$157
Project Surveyor:	\$146
Survey Tech IV	\$125
Survey Tech III	\$115
Survey Tech II	\$100
Survey Tech I	\$ 55
Senior Engineer:	\$175
Project Engineer:	\$160
Staff Engineer:	\$140
Engineer Tech IV:	\$130
Engineer Tech III:	\$120
Engineer Tech II:	\$100
Engineer Tech I:	\$ 70
Senior GIS Analyst:	\$140
GIS Analyst III	\$110
Land Use Planner:	\$130
Planning Technician:	\$ 85
Administrative/Secretarial:	\$ 65
Hydrographic Boat and Sounding Equipment:	\$250
Quad Runner:	\$125

*Premium Pay:*

*The above hourly rates are for normal eight (8) hour days and/or 40 hours per work week. Overtime will be billed at 1.5 times the published rate.*

*Reimbursable expenses and Sub-Consultant fees will be billed at actual cost plus 12.0%.*

*Subsistence and lodging on out-of-town assignments will be billed at cost plus 12% or applicable Federal per diem rates.*

*Mileage charged will be portal to portal at the IRS rate published at date of invoice.*

*These rates are subject to annual review and adjustment.*



10/23/12 - Bryan V. emailed for it's coming by to sign  
 10/29/12 - mail the above envelope  
 Attn: Genl. Srv 250 Sumner St SE  
 East Wenatchee, WA

**RECEIVED**  
 OCT 16 2012



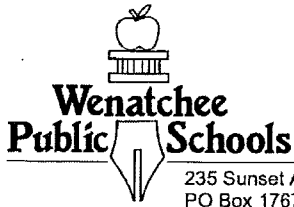
BY: \_\_\_\_\_

**Contract Cover Sheet for School Board Approval**

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract	Reviewed by Les?	PO Required?
10/16/2012	New	Erlandsen & Associates, Inc.	Professional Engineering Services for Westside High and Wenatchee Valley Tech capital projects, owner provided services.	Hourly Budget Code	10/24/2012 thru Oct 2016	Bryan Visscher  I have read this contract and recommend it for board approval. BV Initials 10/16/2012 Date		

**Contract Details (give a brief description of the contract):**  
 Civil and structural engineering services as required of the owner at Westside High School and Wenatchee Valley Technical Skills Center capital improvement projects. These may include but not be limited to boundary and topographical surveys, special construction testing, compaction testing, etc. This contract also allows the Wenatchee School District to utilize Erlandsen for miscellaneous civil and structural engineering services as needed through the term of the contract.  
 No specific engineering tasks will be undertaken without a task specific fee proposal and purchase order to authorize the work. ✖



235 Sunset Avenue  
PO Box 1767  
Wenatchee, WA 98807-1767  
Phone: 509-663-8161  
FAX: 509-663-5929

October 29, 2012

Erlandsen & Associates  
Attn: Eric Smith  
250 Simon St SE  
East Wenatchee, WA 98802

Dear Mr. Smith:

Enclosed please find the original contract between Erlandsen & Associates, Inc. and the Wenatchee School District.

The contract was approved and signed by the Assistant Superintendent, Jon Dejong, at the October 23, 2012 board meeting. If you could please sign the enclosed and send back to our office in the enclosed self-addressed envelope, retaining a copy for your files, it would be greatly appreciated.

If you have further questions, please let me know.

Sincerely,

Denise Watson  
Finance Specialist  
(509) 663-8161 ext. 230

Enclosures

RECEIVED  
NOV 05 2012

**AGREEMENT FOR PROFESSIONAL SERVICES**

BY: \_\_\_\_\_

THIS AGREEMENT (the "Agreement") is entered into on October 25, 2012 by and between Erlandsen & Associates, Inc., a Washington corporation and Wenatchee School District No. 246 as set forth below.

I. PARTIES AND RELATED AGREEMENTS

A. Erlandsen & Associates, Inc, a Washington Corporation ("Erlandsen").

B. Wenatchee School District, No. 228, an Educational District ("District").

II. RECITALS

A. The District desires to obtain Professional Engineering, Surveying, Planning and GIS services as needed to support its various projects and activities (the "Services").

B. Erlandsen is a professional engineering, land surveying, planning and GIS service company capable of providing the Services.

C. Erlandsen and District (sometimes each individually referred to as "Party" or collectively the "Parties") intend to provide a mechanism to ensure the Services are available for and provided to the District as needed.

D. Erlandsen, through an established review procedure as specified by RCW, Chapter 39.80, has been selected and is willing to provide the Professional Services on the terms and conditions hereinafter stated.

III. THE AGREEMENT

A. Scope of Work.

1. Erlandsen will provide the District with the Services as needed and requested, on the terms set forth herein. Erlandsen will not perform or be reimbursed for any Services under this agreement unless the District expressly authorizes same in writing prior to Erlandsen commencing such Services. The District agrees to put any such authorization in writing in a timely manner.

2. Professional Services will be provided by Erlandsen as outlined in Exhibit B, hereby referenced as the "Scope of Work".

3. In the event the District requests any change to the work described in an agreed Scope of Work by Erlandsen (the "Change Orders"), additional fees will be charged for such Change Orders at the applicable rate and

fee schedule then in effect for Erlandsen. Any such Change Orders shall be in writing and executed by Erlandsen and the District, and shall become part of the Services subject to the terms and conditions of this Agreement once approved.

B. Compensation.

1. Compensation for Services rendered, together with all reimbursable costs incurred (the "Authorized Expenses"), shall be per the Rate Schedule set forth in Exhibit "A" (the "Rate Schedule"). The Rate Schedule shall be effective for the 2012-2013 calendar year and may be adjusted annually beginning in 2014 by mutual written agreement signed by authorized representatives of the Parties, but in no case will rates be increased by more than 6% in any calendar year.

2. Unless otherwise agreed to in writing by Owner, there shall be no charge of fees for time spent in travel by Erlandsen or its subconsultants.

C. Payment

1. Erlandsen shall submit invoices to the District in the manner and at the times set forth below:

a. On or before the 10th day of each month, for progress payments associated with the Services performed and reimbursements of Authorized Expenses incurred for the immediately preceding one month period.

b. Within thirty (30) days of completion of the Services under this Agreement, for any remaining amounts owed for Services performed and Authorized Expenses incurred.

c. Within fifteen (15) days of termination of this Agreement, for the Services performed and Authorized Expenses incurred up to the date of termination.

Any invoices from Erlandsen to District shall describe (i) the amount, rate and outstanding balance of the completed and unpaid Services and (ii) the incurred but unreimbursed Authorized Expenses, and will be prepared in a form and supported by such documentation as the District may reasonably require.

2. Upon approval by the District of an invoice, submitted to the District a minimum of nine (9) days prior to the following scheduled school board meeting, the District will disburse the invoiced amounts, or that portion approved by District, to Erlandsen on the first Thursday after said school board meeting.

3. If the District does not make payment of all amounts billed by Erlandsen within the time periods set forth above, Erlandsen may, at its option, cease providing the Services and stop work until payment is made, after three working days advance written notice to the District. Ceasing providing the Services or stopping work shall not relieve the District of any of its obligations to pay the amounts due Erlandsen herein, and the District waives any claims for damages, loss, injury, or delay against Erlandsen arising out of such actions.

D. Taxes and Compliance.

1. Erlandsen shall be exclusively liable for the payment to the appropriate governmental authority of all required contributions and taxes, including taxes imposed under the provisions of any unemployment insurance, Social Security or pension plan insofar as the taxes pertain to its providing the Services.

2. Erlandsen shall in performance of the Services, observe and comply with all laws, ordinances and regulations of all federal, tribal, state, local and city government that may in any manner affect the performance of this Agreement.

E. Term and Time for Performance.

1. This Agreement shall remain in full force and effect from and after the date set forth above until October 2016, unless sooner terminated pursuant to Paragraph I, below. The Agreement may be extended on a year to year basis by mutual agreement of the Parties.

2. Erlandsen will provide the Services in a prudent and timely manner and shall make its best efforts to ensure such are provided in accordance with the time(s) prescribed on the authorization for an individual project. If Erlandsen is unable to complete the required Services within the time(s) specified on the authorization form, Erlandsen will notify the District in writing of the reason for and expected length of delay in completing the work.

F. Standard of Performance/Representations.

1. Erlandsen represents that it and its subconsultants are duly licensed to provide the Services in the State of Washington. Erlandsen and its subconsultants shall provide all Services in full compliance with the terms and conditions of this Agreement, exercising that professional skill and care which is consistent with good quality engineering and surveying practices. All work, workmanship, materials, items and components that Erlandsen supplies shall be of good quality, free from faults and defects. Erlandsen will re-perform any Services not meeting this standard without additional compensation. If there are deficiencies in Erlandsen's performance that are not corrected in a timely manner, the District may cause the same to be corrected and deduct the costs

incurred in making the corrections from the compensation due Erlandsen herein. Erlandsen shall be responsible to see that the Services, as designed and performed by Erlandsen and any sub-consultants, observe and fully comply with all applicable federal, state, and local laws, regulations and codes in effect at the time of the rendering of the Services.

2. Erlandsen warrants and represents to the District that Erlandsen and its subconsultants are licensed and registered to the extent required by the laws of the state of Washington and has all permits, licenses, and authorizations necessary to perform the Services set forth under this Agreement.

G. Independent Contractor. In performing the Services, Erlandsen acts as an independent contractor. Neither Erlandsen nor any of its employees or agents are or shall be deemed to be employees or agents of the District for any purpose. Except as provided above, Erlandsen shall be exclusively liable for all cost, fees and expenses incurred by Erlandsen arising out of its provision of the Services, including but not limited to payment to the appropriate governmental authority of all required contributions, withholdings, taxes, unemployment insurance, and Social Security. Erlandsen bears full responsibility for and shall maintain complete control over all its employees and sub-consultants and suppliers and their employees. Erlandsen shall be solely responsible for establishing, maintaining, and supervising all safety programs and safety precautions that relate to the Services. Erlandsen at its cost and expense shall protect all its own employees, employees of sub-consultants, and all other persons from risk of death, injury or bodily harm arising out of or in any way connected with the Services. Erlandsen shall effectively carry out the safety, sanitary and medical requirements required by law, or appropriate to perform the Services properly and to protect the safety and health of all persons.

H. Insurance.

1. Prior to commencement of work under this Agreement, Erlandsen, at its own expense, shall procure and will maintain for the duration of the Agreement, insurance as specified in this section. In addition to the obligations described below, Erlandsen shall provide verification of such insurance to the District at such times as may be requested by the District, and in the manner requested by the District. The insurance shall in no case be less than the following:

a. Workers compensation insurance which meets all requirements of the laws of the State of Washington (RCW 51) and any applicable federal legislation for all employees of Erlandsen, whose activities are subject to the protection afforded by such, or those amounts set forth under subparagraph b, below. If the above statutes do not cover any subconsultants used by Erlandsen, Erlandsen shall provide and require each subconsultant with employees at the work site to provide employers liability coverage with limits no

less than those specified in subparagraph b below for the protection of those employees.

b. If Workers' Compensation does not cover any employee engaged in the Services, employer's liability coverage with limits of no less than \$ 1 million dollars per accident. .

c. Comprehensive commercial general liability and automobile liability insurance covering all operations by or on behalf of Erlandsen and its subcontractors, on an occurrence basis, against claims for personal injury (including bodily injury and death) and property damage (including loss of use). This comprehensive general liability and automobile liability insurance shall be in amounts of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage combined, and Two Million Dollars (\$2,000,000) aggregate. Such insurance shall provide coverage for:

- (1) Premises and operations;
- (2) Products and completed operations (which shall remain in effect for a period of at least one year following the completion date);
- (3) Contractual liability;
- (4) Personal injury liability (with deletion of the exclusion for liability assumed under contract);

d. Professional liability insurance with limits of no less than Two Million Dollars (\$2,000,000) per claim and not less than \$2,000,000 in the aggregate during the term of this agreement and for three (3) years after the Date of Substantial Completion.

e. Erlandsen agrees to require subconsultants to comply with the insurance provisions required of Erlandsen pursuant to his Agreement unless Erlandsen and the District mutually agree to modify these requirements for subconsultants whose work is of relatively small scope. Erlandsen assumes all responsibility for monitoring subconsultants contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

2. All insurance policies, except Workers' Compensation, shall:

- a. Name the District as additional insureds,

b. Provide that the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by the District,

c. Provide the District with written notice of cancellation thirty days prior to such event.

3. Before Erlandsen begins to provide the Services set forth under this Agreement, it shall furnish to the District, certificates confirming required coverages with limits no less than those that this Agreement requires,

I. Termination.

1. District or Erlandsen may terminate this Agreement upon thirty (30) days prior written notice. In such event, District shall be liable for all costs, fees, charges, and expenses incurred by Erlandsen and/or associated with the Services up to the date of termination.

2. In the event of a termination of this Agreement and on request of the District, Erlandsen shall deliver to the District within five (5) days all Documents as well as the digital source files defined under Paragraph J, below, to which District is entitled, whether finished or unfinished. In the event of Erlandsen failure to deliver these upon demand, Erlandsen shall pay to the District any damages it may sustain by reason of the failure to deliver. The District shall be entitled to specifically enforce this paragraph.

3. In the event of termination of this Agreement by the District in the case of a Default by Erlandsen, the District may have the specific work being performed by Erlandsen at the time of termination taken over and completed by another contractor of its own choosing. Erlandsen shall be responsible to the District for any additional costs caused to the District by reason of this completion by the other contractor, up to the total amount set forth in the Scope of Work for such work.

J. Ownership of Documents. The District is granted an irrevocable license to use the Drawings, Specifications, Surveys, Reports, and other documents prepared by Erlandsen and its subconsultants. All reports, charts, documents, designs, drawings, studies, and the like, including digital CAD or Revit source files, that the District makes available to Erlandsen or that Erlandsen and its subconsultants prepare during its performance of Services, shall be the exclusive property of the District (the "Documents"). The Documents shall not include survey notes, reference points, data, software, programs, formulae, records and files of Erlandsen existing prior to the date of this Agreement, including any supplementation thereof. The District shall be entitled to use these Documents for those purposes which it deems appropriate. Erlandsen agrees that after the termination of this Agreement, Erlandsen, or any



corporation, partnership, limited liability company, business, or other entity in which Erlandsen has an ownership interest ("Related Entities"), shall not disclose any Documents directly or indirectly to any third party without the prior written consent of the District. All such Documents shall be considered confidential by Erlandsen, and Erlandsen shall take all actions reasonably necessary and/or appropriate to maintain the confidentiality of all such items. Erlandsen shall deliver all of the above Documents to the District at the time that District requests. Delivery of documents shall include reproducible hard copies of each in addition to digital copies (PDF as well as source files) of the documents on CD or DVD. Any use by District of the Documents for any purpose or project other than the project or purpose for which the Services were provided shall be at District's sole risk (the "Unauthorized Use"). District shall indemnify or defend and hold harmless Erlandsen, in the sole discretion of Erlandsen, from any third party claims arising out of or related to any Unauthorized Use made of the Documents without the prior written approval of Erlandsen.

K. Release and Indemnification.

1. Erlandsen agrees to indemnify or defend and hold harmless the District, its officers, and employees, which decision shall be made in the sole discretion of the District, from any damage, liability or cost (including reasonable attorney fees and costs of defense) arising out of or due to:

a. Negligent acts, errors or omissions of Erlandsen or it employees, agents, contractors or consultants in connection with or incident to performance of Erlandsen obligations under this Agreement;

b. Any failure of Erlandsen or it employees, agents, contractors or consultants to comply with current applicable laws, ordinances, rules, regulations, orders, licenses, permits or other requirements of any governmental authority with jurisdiction over Services; and

c. Any failure of Erlandsen to secure and maintain insurance as required by this Agreement.

2 Erlandsen's obligation to indemnify, or defend and hold harmless, the District in situations involving bodily injury to person(s) or damage to property caused by or resulting from the concurrent negligence of the District or its employees, and Erlandsen or its employees, agents, contractors or consultants, shall be valid and enforceable only to the extent of the negligence of Erlandsen or its employees, agents, contractors or consultants. Furthermore in these situations, Erlandsen shall not be obligated to indemnify, or defend and hold harmless, the District for damages or actions arising out of the sole negligence of the District or its employees.

L. Miscellaneous

1. Notices. All notices and other communications required or permitted to be given by this Agreement must be in writing and must be given and will be deemed received if and when either hand-delivered and a signed receipt is given, or mailed by registered or certified U.S. mail, return receipt requested postage prepaid, to the Parties at the addresses set forth below, or such other address as a Party may designate in writing for receipt of such notice.

2. Counterparts. For the convenience of the Parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

3. Non-Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

4. Severability If any provision of this Agreement shall be invalid or unenforceable for any reason, the other provisions shall continue to be effective and binding and this Agreement shall be construed as if the invalid or unenforceable provision were omitted.

5. Amendment. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by an authorized representative of each Party.

6. Force Majeure. Neither Party to this Agreement will be liable to the other for delays in performing the work, or for direct and indirect costs resulting from such delays, that may result from labor strikes, riots, wars, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either Party.

7. Attorneys Fees and Expenses. If either Party shall commence legal action to specifically enforce or otherwise seek redress under or for breach of this Agreement, the substantially prevailing Party in such action shall be entitled to recover its costs and reasonable attorneys' fees therein, including costs and fees incurred in any appellate proceeding.


8. Successors, No Assignment. The rights of each Party under this Agreement are personal to that Party and may not be assigned

or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

9. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the state of Washington. Venue for any action hereunder shall be proper only in Douglas County, Washington.

10. Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

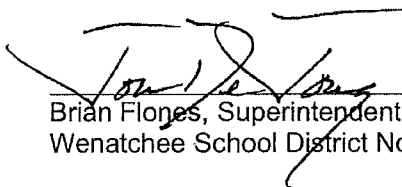
11. Authority/Enforceability. The undersigned represent that they each are authorized to execute this Agreement respectively on behalf of Erlandsen and the District. This Agreement is enforceable when signed by both Parties. This Agreement may be signed in counterparts and faxed or scanned and emailed signatures shall constitute original signatures.



Eric Smith, PE, Manager  
Erlandsen and Associates, Inc.

10/29/2012

Date



Brian Flores, Superintendent  
Wenatchee School District No. 246

10/23/12

Date

## Exhibit "A"

### Wenatchee School District

### Westside High School Site Survey

Contract No.  
Task Order No. 0001

---

**Client:** Wenatchee School District No. 246  
**Project Name:** Westside High School – Site Survey  
**Client Project No.:**  
**P.O. No.:**  
**Contact:** Mr. Bryan Visscher  
**Billing Address:** 235 Sunset Avenue  
Wenatchee, WA 98801  
**Phone Number:** (509) 663-0555  
**Date:** October 30, 2012

---

**Erlandsen Project Manager:** Eric M. Smith, PE  
**Erlandsen Project No.:** 20120207.0001  
**Task Fee:** \$7,273.00  
**Project Delivery Date:**

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**Site:**

- Exterior boundaries of Lots 1 and 2, Short Plat No. 2006-079-WE, A.F.N. 2233018, including to south curb and gutter of Ninth St. adjoining said Lots; being located within NW1/4 of the NW1/4 and the NE1/4 of the NW1/4 of Section 4, T.22N., R.20E.W.M., City of Wenatchee, Chelan County, Washington.

**Project Scope:**

- Prepare and submit utility locate request. Mark limits of locate in the field. Consult with utility purveyors.
- Establish and survey 2-3 random project horizontal and vertical control points within the project limits. Horizontal positions to be derived by static GPS method on NAD 83/91, Washington State Plane, North Zone, Grid datum. Vertical datum shall be NAVD 88, unless directed otherwise by Client prior to commencing work. All primary control point elevations shall be derived by static GPS observation or differential level method when static GPS observations are impractical. Primary project control point y, x, z values shall be identified on the mapping deliverables. All topographic survey point elevations shall be derived by trigonometric and/or RTK GPS observation method. Plan, reduce, process, analyze, and draft survey control data.



**Project Approval**

	<b>Erlandsen</b>	<b>Wenatchee School District</b>
<b>Signature</b>		
<b>Date</b>		



Date: October 20, 2016  
To: Board of Directors  
From: Lindee Akers  
Re: Capital Facilities Update

## MEMORANDUM

This update will be in verbal form. There are no handouts for the board packet. Let me know if you have any questions.

Thank you,  
Lindee