

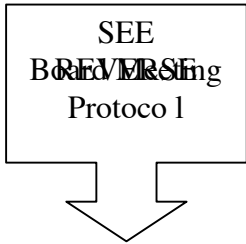


SCHOOL BOARD MEETING

June 14, 2016
WSD District Office
AGENDA

6:00 p.m. Regular Board Meeting

| | Time |
|---|--------------------|
| I. PLEDGE OF ALLEGIANCE | |
| II. CONSENT AGENDA | 02 Min |
| 1. Minutes of Bd. Mtg. 5/24/16 & Special Bd. Mtg. 5/27/16 | Action 1+ |
| 2. Personnel Report | Action 2+ |
| 3. Vouchers | Action 3+ |
| 4. Contracts | Action 4+ |
| 5. Surplus Report | Action 5+ |
| 6. Summer Sports Camps/Clinics | Action 6+ |
| III. CITIZEN COMMENTS: | 03 Min |
| IV. HIGH SCHOOL ASB REPORTS: | 05 Min |
| V. FIELD TRIP REQUESTS: | 10 Min |
| Jodi Smith Payne, Assistant Superintendent Learning & Teaching Advisors of Clubs and Activities | Action 10 min |
| VI. SPECIAL PRESENTATIONS: | 30 Min |
| WHS Bell Schedule Update Eric Anderson, WHS Principal | Information 30 min |
| VII. FACILITY UPDATES: | 40 Min |
| WES CIP – WSD CC SWAT Agreement | Action 05 min |
| WES – WSD Chelan Co. Fire District Agreement David Zeitlin, Senior Project Manager, Hill International | Action 05 min |
| Capital Facilities Plan Table #19-A Update Les Vandervort, CFO Wenatchee School District | Action 20 min |
| Portable Placement Bid Approval Gregg Herkenrath, Director Facilities | Action 10 min |
| VIII. NEW BUSINESS: | 45 Min |
| 2016-17 Charter Bus Bid Approval | Action 05 min |
| 2016-17 Motor Fuel Bid Approval Marcia Hahn, Transportation Director | Action 05 min |
| 2016-17 Lunch Cost Increase | Action 05 min |
| 2016-17 Food Service Bids | Information 05 min |
| Wellness Policy # 6700 1 st Reading | Information 10 min |
| Wellness Procedure # 6700 Kent Getzin, Food Service Director | Information 10 min |
| 2016-17 Administration Salary Approvals Lisa Turner, HR Executive Director | Action 05 min |
| Superintendent’s Contract Approval Policy No. 6122 Brian Flonas, Superintendent | Action 05 min |
| | Action 05 min |
| IX. BOARD COMMUNICATION | 05 min |
| X. SUPERINTENDENT’S REPORT | 05 min |
| XI. ADJOURNMENT | |
| XII. CLOSED SESSION | |





CONSENT AGENDA



Wenatchee School District Regular Board Meeting

Minutes of May 24th, 2016
WSD District Office

Board Members

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

6:00 PM

Staff Present

Brian Fiones, Superintendent
Cabinet

I. Regular Meeting 6:00 p.m.

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

II. Consent Agenda

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

SECONDED: By Walter Newman

DISCUSSION: None

PASSED UNANIMOUSLY

Consent Agenda included:

MINUTES: Minutes of Special Board Mtg. 5/03/16, Bd. Mtg. 5/10/16

PERSONNEL REPORT PREPARED BY: Lisa Turner, HR Director: 5/24/2016
personnel report: On File

VOUCHERS PREPARED BY:

Karen Walters, Director of Accounting: 5/24/16

General Fund

Check numbers 583755 through 584002 totaling \$573,810.94

Capital Projects Fund

Check number 58003 through 584012 totaling \$1,352,192.25

Associated Student Body Fund

Check number 584013 through 584065 totaling \$51,864.42

PAYROLL: Tammy Hubensack, Director of Payroll: May 2016 - ~~\$6,134,425.86~~

SURPLUS REPORT: 5/24 /16 on file

CONTRACTS: Karen Walters, Director of Accounting - 5/24/16

1) Minutes

2) Personnel Report

3) Vouchers/Payroll

4) Surplus Report

5) Contracts

| 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? |
|----------|----------------------------|----------------|-----------------------------------|--|------------------------------|-----------------------------|---|------------------|--------------|
| 04/26/16 | New | No | Allana Buick & Bers | WSHS Window Leak Investigation | \$2,930 | Upon Approval - August 2016 | Gregg Herkenrath | Yes | No |
| | | | | | Budget Code 9706-64-7000-521 | | | | |
| 05/10/16 | New | No | New Mexico Education Continuum | 3 Days of Professional Development | \$4,500 | 6/13/16 - 6/15/16 | Nancy Duffey | Yes | Yes |
| | | | | | Budget Code 6500-31-7000-000 | | | | |
| 05/15/16 | Renewal | No | Small Miracles Community Outreach | Sack lunches for Summer Outreach Program | \$12,200 | 6/20/16 - 8/11/16 | Kent Getzin | ? | No |
| | | | | | Budget Code 8998-91-0098-000 | | | | |

III. Recognitions

The WSD board & cabinet recognized the WSD Music and Visual Arts programs. Assistant Superintendent Jodi Smith Payne introduced all the representatives from the schools programs.

- Music Department Elementary Level
 - The Advanced Strings Ensemble from Lincoln Elementary performed two numbers directed by Tanya Iwaasa.
 - The Washington Elementary Recorder Ensemble performed two numbers directed by Amy Kerker.
- Music Department at the Middle School Level
 - Maija Henderson reported on Pioneer Middle Schools' many accomplishments.
 - Band tied for 2nd in the Apple Blossom Parade and received 1st place at the Manson Parade this year.
 - Starting a Percussion Ensemble in the fall & Irish Band

- Maija Henderson thanked the board for the additional Cellos, many more students are able to participate now.
- Visual Arts Elementary Level
 - Kim Berg art teacher at Columbia and Washington shared information about the visual arts program at WSD.
 - She shared pictures from the District Arts Festival, which were done by students.
 - The arts gives the student the opportunity to be Super Stars in the classroom where they may be struggling in other areas.
- Visual Arts at the Middle School Level
 - Ms. Berg also shared highlights from the middle school arts program
 - Stephanie Hutchinson, Foothills Middle School, students artwork was also shared in a Powerpoint
- Music/Play at the High School Level
 - Beth Jensen, WHS, play details were shared, play will run until the end of May.
- Visual Arts at the High School Level
 - Don Collins, teacher at WHS, shared details about the art program and told the board where they can see art displayed around town at businesses.
 - Mr. Collins introduced student Isa Bekker, who has had much success in the printing art field. Isa shared her accomplishments and thanked the board for supporting the arts program. Isa received “Best of Show” at the regional art show and went to State and was purchased by the WA State for Commissioned Art program.

The board thanked all the performers and teachers for the outstanding jobs they are doing and all the hard work and efforts they put forth so the students at WSD can have a positive experience in the Music and Arts programs.

IV. Citizens Comments

NONE

V. ASB Reports

WHS: None

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

- Leadership planned trip - take students to Leavenworth for the ropes course and to learn team building
- Tacoma Leadership for the day on May 27th, going to the Zoo, and Tinker Town.
- 16 received varsity letters for volunteer hours at the Youth United Banquet - Samantha & Courtney Welch won top honors.
- WSHS has fundraised over \$10,000 for projects this year
- Graduation June 7th at Wenatchee Convention Center, board is invited, get your tickets and come celebrate
- 30th year Reunion June 11, 2016 at 3 pm

VII. Field Trip Requests

Assistant Superintendent Jodi Smith Payne presented the following field trips for approval.

| Printed By: Angie Knudtson Date: 5/18/16 | | | | | | | | | | |
|---|-------------|---|---------------------------------|-------------------------------|--|---|-------------|---------------|----------------|------------------|
| Out of District/Overnight and Out of State Field Trip Requests for Board Approval Board Meeting: May 24, 2016 | | | | | | | | | | |
| Requesting Location | Trip Number | Dates | Destination | Teacher/Advisor Name | Group Making Trip/Chaperones | Educational Objective | # of Adults | # of Students | Estimated Cost | Funding Source |
| 402.4 Wenatchee High School - MOSAIC | 880 | 08/01/2016 06:00:00 AM - 08/10/2016 07:00:00 PM | San Juan, San Juan, Puerto Rico | Diana Sanchez | GEAR-UP MOSAIC Sophomore cohort | The desire to share and teach our cohorts through exposure of otherness presented a unique opportunity to travel with CWU MOSAIC GEAR-UP students from all nine GEAR-UP represented districts located in the Central Washington Area to Puerto Rico for an intense, academically rigorous and eye-opening travel course. There will be a total of 20 students (5 of them are WHS sophomores) and 3 chaperones attending this 10 day STEM excursion. | 3 | 20 | 0 | MOSAIC - NLA |
| 402.5 Wenatchee High School - ASB | 1002 | 06/11/2016 08:00:00 AM - 06/18/2016 08:00:00 AM | Salt lake City, UT | Dave Carlson | Debate Team | Nationals Competition | 3 | 2 | 0 | ASB WHS - Debate |
| 517 Wenatchee Valley Technical Skills Center | 917 | 11/03/2016 10:00:00 AM - 11/05/2016 01:00:00 PM | Randle, WA 98377, USA | Pete Jelsing/Marilee Campbell | All students registered as SkillsUSA members at WVTSC. | This trip is to attend the SkillsUSA WA sponsored CISPLUS Leadership Conference just outside of Randle, WA. Students & staff stay in the bunk houses onsite at the CISPLUS Leadership compound and are engaged in leadership and group training activities. Meals are provided onsite, with student & staff volunteers to help with the setup and cleanup duties. | 4 | 40 | 1768.065 | WVTSC - Other |

- Diana Sanchez, advisor, Gear-Up Mosaic Sophomore cohort group, planned a trip to San Juan, Puerto Rico on 08/01 -10/2016. Ms. Sanchez explained that this is an incredible experience and opportunity for growth for students. Several Gear-Up Mosaic groups from other districts are also traveling with the WSD group. After much discussion about the dangers of the Zika Virus, in that area of the world, it was decided the board would like to have more information about what precautions that have been taken to protect the students before approving the trip. The board checked the CDC for their warnings and recommendations during the meeting and discussed the findings. They also wanted parents alerted to the dangers the students may be exposed to. They agreed that Superintendent Flonos could further investigate and approve the trip if he felt precautions were satisfactory.

MOTION MADE: Laura R. Jaecks made the motion to give Superintendent Flonos rights to approve the trip for the Gear-Up Mosaic student group trip based on information the advisor provides to Mr. Flonos about the precautions they are taking to protect the students against exposure to the Zika virus.

DISCUSSION: None

SECONDED: Claudia De Robles

PASSED Unanimously

- Advisor Dave Carlson, Advisor/Teacher WHS, shared the trip details of his WHS debate team. They are going to Salt Lake City, UT for the National Competition. He shared their accomplishments to date. Vivian Noyd and Abby Davis will be attending. The trip is an ASB activity.

MOTION MADE: Laura R. Jaecks made the motion to approve the WHS Debate Team trip as presented by Dave Carlson, Advisor/Teacher WHS.

DISCUSSION: None

SECONDED: By Robert Sealby

PASSED Unanimously

- Pete Jelsing, Director of WVTSC, shared details about the SkillsUSA trip for students. Bonding takes place between students and staff while teaching leadership skills. It is the CISPUS Leadership Conference, the Skill Center students are learning a lot from these experiences in leadership, this will be the second year they have attended.

MOTION MADE: Laura R. Jaecks made the motion to approve the SkillsUSA trip as presented by Pete Jelsing, Director of WVTSC.

DISCUSSION: Board members recognize all the work and benefits that go into these kinds of instruction experiences for the students, and they are grateful for all of the efforts by staff at the WVTSC.

SECONDED: By Walter Newman

PASSED Unanimously

VII. Facility Updates

- 1) David Zeitlin, Hill International Senior Project Manager and Gregg Herkenrath, Facilities Director presented the following Facilities Updates to the board:

- **LIN CIP - Forsgren Amendment 1**

Additional testing and inspection services have been required. These services have been completed and there are more testing and inspection services to follow. This amendment allows for an increase to their current purchase order.

Based on the contractors' remaining construction schedule, we anticipate periodic testing and inspection throughout the remainder of the project. In communicating with the Contractor, the scheduling of our services in a timely manner will be a key factor for our technicians to be utilized in a cost effective manner.

The following is a revised Request to Amend the Scope of Services for Lincoln Elementary School Testing & Special Inspection Fee Budget Estimate dated 3/24/15. Services will be performed in accordance with the original hourly/per test rates (Exhibit "B" attached). Re-tests (extra work) will be billed at the hourly rate of the technician performing the work. Laboratory tests will be billed at the per test rate. The Contractor shall contact Forsgren Associates, Inc. a minimum of 48 hours prior to all required testing. The following is a breakdown of our proposed services by task, as well as, cost per task throughout the remainder of the project:

| BREAKDOWN REQUEST OF ADDITIONAL TESTING AND SPECIAL INSPECTION | |
|---|--------------------|
| TASK 1 - EARTHWORK / ASPHALT TESTING Technician to sample materials and perform compaction Tests and Lab Tests. | \$1,400.00 |
| TASK 2 - CONCRETE TESTING Technician to perform Concrete Control Tests, Re-bar/Epoxy Inspection and Compressive Strength Tests. Testing to be performed periodically throughout the remainder of the project. | \$5,210.00 |
| TASK 3 - CMU MASONRY TESTING/INSPECTION Tech to perform Grout/Mortar Control Test, Rebar Inspection & Casting Samples and perform Compressive Strength Test. | \$6,940.00 |
| TASK 4 - STRUCTURAL STEEL TESTING/INSPECTION Visual Welding and Bolt/Epoxy Inspection. | \$4,020.00 |
| TASK 5 - PROJECT SUPPORT SERVICES Construction Manager/Inspector VI: Project Management Coordination, Report review. Project Assistant/Clerical III: Project Support and Report Distribution. This Task will be performed periodically throughout the remainder of the project. | \$2,925.00 |
| AMENDEMENT TOTAL | \$20,495.00 |

Explanation of Budget overage and New Control Procedures

- Our Initial Testing & Special Inspection proposal was only an estimate and was not intended to be a "Not to Exceed" amount. Typically, later on after the contractors schedule has been establish, we would be given an opportunity to adjust/revise our testing budget to better reflect the contractors' schedule.
- Throughout the project, we have not been given proper notice in scheduling our technicians. With proper notice, we would have an opportunity to combine inspections/test into a single trip instead of multi-trips resulting in additional cost.
- The contractor's schedule does not allow us to determine how many times they would call us out for testing for each item. For example, if the contractor would pour all the footings in one day it would only be one trip for us to test the footings. However the contractor breaks up the pours throughout the project resulting in multiple trips by our inspector. We can only estimate how many separate concrete pours the contractor will perform throughout the project. At the end of the project the actual numbers will vary. This is also true with the other testing items such as soils, rebar, epoxy, CMU inspections, grout/mortar, asphalt and structural steel.
- The city has become more stringent this year in enforcing the IBC 1704 building special inspection and testing requirements. More time and effort from the testing agency has been needed to meet/fulfill the IBC special inspection testing requirements.
- Remodel and expansion projects like, Lincoln Elementary, typically deviate from the original scope because of the unknowns that are encountered during the course of construction. Deviation from the original scope has affected our testing budget.
- We have created a Project Summary Spreadsheet (Exhibit "C" attached) that correlates with each task outlined in the Budget Amendment Breakdown Request. This will allow us to monitor the budget within each task on its own throughout the remainder of the project. The spreadsheet will in submitted monthly attached with the invoice for your review.

Budget Amendment Estimate of Materials Testing/Special Inspection Services

Upon review of the contractor's remaining construction schedule dated 11/9/15 and assuming not encountering any unforeseen conditions or deviation from the schedule, we propose an Amendment for an additional \$20,495 to the original budget estimate for Testing and Special Inspection services. This Budget Amendment request is also based on an Hourly on call basis by the Contractor utilizing industry standard practices and scheduling procedures.

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

TS&RC/AT

Task: "LINCOLN ELEMENTARY REMODEL" PO 8421400105

| Services for the Period Ending: | | | | | | | 08-15-0118 |
|--|------------------|-------------------------|------------------------|------------------------|------------------|-----------------|------------------|
| Task | Budget Amount | Previous Invoice Amount | Current Invoice Amount | Total Invoiced to Date | Remaining Amount | Task % Complete | Comments |
| TESTING & INSPECTION FEE THRU 11-25-15 | Labor 37,000.00 | 34,530.00 | 2,452.50 | 36,982.50 | 17.50 | 100% | |
| TASK 1 - EARTHWORK / ASPHALT TESTING | Labor 1,400.00 | | | - | 1,400.00 | 0% | |
| TASK 2 - CONCRETE TESTING | Labor 5,210.00 | | | - | 5,210.00 | | |
| TASK 3 - CMU MASONRY TESTING / INSPECTION | Labor 6,940.00 | | | - | 6,940.00 | | Invoice #XXXXXXX |
| TASK 4 - STRUCTURAL STEEL TESTING / INSPECTION | Labor 4,020.00 | | | - | 4,020.00 | | |
| TASK 5 - PROJECT SUPPORT SERVICES | Labor 5,850.00 | | | - | 5,850.00 | | |
| Total this Invoice: | 60,420.00 | 34,530.00 | 2,452.50 | 36,982.50 | 23,437.50 | | |

Discussion points:

- Forsgren felt there was not enough notice to make adjustments and have testing completed.
- Their project bid was way under what others were so it was surmised by the district that their bid was not accurate.
- With these additions the job has amounted to what other bids were that we received, so it's not exceeding a workable number – it is in the ballpark.
- We have had several conversations with them about issues.
- The weather impacted the project.
- We were not informed of this issue until after the fact.
- Specifics of testing discussed.

MOTION MADE: Robert Sealby made the motion to approve LIN CIP - Forsgren Amendment 1 as presented by David Zeitlin, Hill International Senior Project Manager and Gregg Herkenrath, Facilities Director.

DISCUSSION: The board would like to see better communication on these kinds of issues ahead of time.

SECONDED: By Walter Newman

PASSED Unanimously

• **WES CIP - Forsgren Amendment 1**

Additional testing and inspection services have been required. These services have been completed and there are more testing and inspection services to follow. This amendment allows for an increase to their current purchase order.

Based on the contractors' remaining construction schedule, we would anticipate our technician to be On-Call starting January 4, 2016. In communicating with the Contractor, the scheduling of our services in a timely manner will be a key factor for our technicians to be utilized in a cost effective manner.

The following is a Request to Amend the Scope of Services for Washington Elementary School Testing & Special Inspection Fee Budget Estimate dated 3/24/15. Services will be performed in accordance with the original hourly/per test rates (Exhibit "B" attached). Re-tests (extra work) will be billed at the hourly rate of the technician performing the work. Laboratory tests will be billed at the per test rate. The Contractor shall contact Forsgren Associates, Inc. a minimum of 48 hours prior to all required testing. The following is a breakdown of our proposed services by task, as well as, cost per task throughout the remainder of the project:

| BREAKDOWN REQUEST OF ADDITIONAL TESTING AND SPECIAL INSPECTION | |
|---|--------------------|
| <u>TASK 1 - EARTHWORK / ASPHALT TESTING</u> | \$4,750.00 |
| Technician to sample materials and perform compaction Tests and Lab Tests. | |
| <u>TASK 2 - CONCRETE TESTING</u> | \$5,692.00 |
| Technician to perform Concrete Control Tests, Re-bar/Epoxy Inspection and Compressive Strength Tests. Testing to be performed periodically throughout the remainder of the project. | |
| <u>TASK 3 - CMU MASONRY TESTING/INSPECTION</u> | \$16,958.00 |
| Tech to perform Grout/Mortar Control Test, Rebar Inspection & Casting Samples and perform Compressive Strength Test. | |
| <u>TASK 4 - STRUCTURAL STEEL TESTING/INSPECTION</u> | \$5,760.00 |
| Visual Welding and Bolt/Epoxy Inspection. | |
| <u>TASK 5 - PROJECT SUPPORT SERVICES</u> | \$3,170.00 |
| Construction Manager/Inspector VI: Project Management Coordination, report review. Project Assistant/Clerical III: Project Support and Report Distribution. This Task will be performed periodically throughout the remainder of the project. | |
| AMENDEMENT TOTAL \$36,330.00 | |

Explanation of Budget Overage and New Control Procedures

- Our Initial Testing & Special Inspection proposal was only an estimate and was not intended to be a "Not to Exceed" amount. Typically, later on after the contractors schedule has been establish, we would be given an opportunity to adjust/revise our testing budget to better reflect the contractors' schedule.
- The contractor's schedule does not allow us to determine how many times we would be called out for testing for each item. For example, if the contractor would pour all the footings in one day it would only be one trip for us to test the footings. However, the contractor breaks up the pours throughout the project resulting in multiple trips by our inspector. We can only estimate how many separate concrete pours the contractor will perform throughout the project. At the end of the project the actual number will vary. This is also true with the other testing items such as soils, rebar, epoxy, CMU inspections, grout/mortar, asphalt and structural steel.
- The city has become more stringent this year in enforcing the IBC 1704 building special inspection and testing requirements. Additional time and effort from our firm has been required to meet/fulfill the IBC special inspection testing requirements.
- The CMU masonry construction began in late fall and has continued through the winter months. We were not able to predict the weather conditions at the time we submitted our original proposal. Considering the severe cold weather conditions during this construction phase, it has been necessary for use to be on-site full time to monitor the CMU construction as outlined on page Sa1.01 of the structural notes "COLD WEATHER CONSTRUCTION/PROCEDURES".
- We have created a Project Summary Spreadsheet (Exhibit "C" attached) that correlates with each task outlined in the Budget Amendment Breakdown Request. This will allow us to monitor the budget within each task on its own throughout the remainder of the project. The spreadsheet will in submitted monthly attached with the invoice for your review.

Budget Amendment Estimate of Materials Testing/Special Inspection Services

Upon review of the contractor's remaining construction schedule dated 11/9/15 and assuming not encountering any unforeseen conditions or deviation from the schedule, we propose an Amendment for an additional \$36,330 to the original budget estimate for Testing and Special Inspection services. This Budget Amendment request is also based on an Hourly on call basis by the Contractor utilizing industry standard practices and scheduling procedures.

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

| Task | Budget Amount | Previous Invoice Amount | Current Invoice Amount | Total Invoiced to Date | Remaining Amount | Task % Complete | Comments |
|--|------------------|-------------------------|------------------------|------------------------|------------------|-----------------|-----------------|
| TESTING & INSPECTION FEE THRU 11-25-15 | | | | | | | |
| Labor | 46,750.00 | 27,746.50 | 18,191.00 | 45,937.50 | 812.50 | 98% | |
| TASK 1 - EARTHWORK / ASPHALT TESTING | | | | | | | |
| Labor | 4,750.00 | | | - | 4,750.00 | | |
| TASK 2 - CONCRETE TESTING | | | | | | | |
| Labor | 5,692.00 | | | - | 5,692.00 | | |
| TASK 3 - CMU MASONRY TESTING / INSPECTION | | | | | | | Invoice # xxxxx |
| Labor | 12,432.00 | | | - | 12,432.00 | | |
| TASK 4 - STRUCTURAL STEEL TESTING / INSPECTION | | | | | | | |
| Labor | 5,760.00 | | | - | 5,760.00 | | |
| TASK 5 - PROJECT SUPPORT SERVICES | | | | | | | |
| Labor | 6,340.00 | | | - | 6,340.00 | | |
| Total this Invoice: | 81,724.00 | 27,746.50 | 18,191.00 | 45,937.50 | 35,786.50 | | |

After a brief discussion the board voted.

MOTION MADE: Laura R. Jaecks made the motion to approve WES CIP - Forsgren Amendment 1 as presented by David Zeitlin, Hill International Senior Project Manager and Gregg Herkenrath, Facilities Director.

DISCUSSION: None

SECONDED: By Walter Newman

PASSED Unanimously

• **LIN CIP - Lydig Change Order 6**

SITUATION

Change Order No. 6 is attached for your review. The change order includes nineteen (19) additive changes to the construction contract for the Lincoln Elementary School Modernization and Addition project. Three (3) changes are owner requests. Sixteen (16) of the changes to the contract are related to construction coordination.

The cost of the changes from Change Order No. 6 is within the budget established for this project. The total percentage for change orders is 8.09% of the construction contract amount of which 4.5% is for owner selected alternates; 0.97% is for owner requested changes during construction; 1.29% is for unforeseen soil conditions; 1.33% is for construction coordination.

| | |
|--|-----------------|
| <u>Original Construction Contract Amount</u> | \$19,445,406.00 |
| <u>Current Change Order</u> | |
| Change Order No 6 | \$144,066.00 |
| <u>Total Change Orders</u> | |
| Change Order 1 thru 6 | \$1,574,387.00 |
| <u>Contract Amount including this Change Order</u> | \$21,019,793.00 |

RECOMMENDATION

The Board of Directors approves Change Order No. 6 to Lydig Construction, Inc. for the Lincoln Elementary School Modernization and Addition Project in the amount of \$144,066.00 increasing the contract amount to \$21,019,793.00.

After a brief discussion the board voted.

MOTION MADE: Walter Newman made the motion to approve Linc CIP - Lydig Change Order 6 as presented by David Zeitlin, Hill International Senior Project Manager and Gregg Herkenrath, Facilities Director.

DISCUSSION: None

SECONDED: By Robert Sealby

PASSED Unanimously

• **LIN CIP - Lydig Change Order 7**

SITUATION

Change Order No. 7 is attached for your review. The change order includes one (1) deductive change to the construction contract for the Lincoln Elementary School Modernization and Addition project. The deductive change is (\$300,000.00) of the bid buyout savings out of the construction contract.

The cost of the changes from Change Order No. 7 is a benefit to the District by transferring money from the construction contract to Owner Management Reserves.

The total for change order percentages are not affected by this change and remain at 8.09% of the construction contract amount, of which 4.5% is for owner selected alternates; 0.97% is for owner requested changes during construction; 1.29% is for unforeseen soil conditions; 1.33% is for construction coordination.

| | |
|--|-----------------|
| <u>Original Construction Contract Amount</u> | \$19,445,406.00 |
| <u>Current Change Order</u> | |
| Change Order No 7 | (\$300,000.00) |
| <u>Total Change Orders</u> | |
| Change Order 1 thru 7 | \$1,274,387.00 |
| <u>Contract Amount including this Change Order</u> | \$20,719,793.00 |

RECOMMENDATION

The Board of Directors approves Change Order No. 7 to Lydig Construction, Inc. for the Lincoln Elementary School Modernization and Addition Project in the amount of (\$300,000.00) decreasing the contract amount to \$20,719,793.00.

After a brief discussion the board voted.

MOTION MADE: Laura R. Jaecks made the motion to approve LIN CIP - Lydig Change Order 7 as presented by David Zeitlin, Hill International Senior Project Manager and Gregg Herkenrath, Facilities Director.

DISCUSSION: None

SECONDED: By Claudia De Robles

PASSED Unanimously

• **LIN CIP - Lydig CCD 162 (not to exceed \$250,000.00)**

David Zeitlin, Hill International Senior Project Manager changed this item to an information item from an action item on the agenda.

Construction Change Directive

| | | |
|--|---|--|
| <p>PROJECT: <i>(Name and address)</i> Abraham Lincoln Elementary School Addition and Modernization 1224 Methow Street Wenatchee, Washington 98801</p> | <p>DIRECTIVE NUMBER: 162 DATE: May 17, 2016 CONTRACT FOR: General Construction</p> | <p>OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> PROJECT MANAGER: <input checked="" type="checkbox"/></p> |
| <p>TO CONTRACTOR: <i>(Name and address)</i> Lydig Construction 11001 E. Montgomery Drive Spokane Valley, Washington 92206</p> | <p>CONTRACT DATED: June 4, 2015 ARCHITECT'S PROJECT NUMBER: 1408</p> | |

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

- Provide 8" cut (overall -12" from design final grade, top 4" cut originally included in MACC), fabric, and fill with 8" of clean material from north half of site. Boundaries: irrigation pump house on the west end at Cascade south to the property line, east to Methow, and north to the southern entry to the parking lot at Methow, and west to the sidewalk at the kitchen (See attached sketch for boundaries).
- Remediation efforts for the 4" cut included in MACC.
- ROM \$250,000 NTE

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum decrease of \$
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-2007
 - As follows: Per paragraph 7.02 D. of Section 00 70 00 General Conditions for GC/CM Facility Construction (revised March 03, 2015)
2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is to be ZERO.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Discussion:

- Piles of dirt at Lincoln, in process of being moved, contaminated dirt already buried.
- Following the same procedures for remediation of the contaminated dirt, as in the past.
- Mr. Zeitlin gave a brief history for the new board member.

• **Old Washington School Demolition Resolution No. 27-16**

RESOLUTION NO. 27-16

WHEREAS, Wenatchee School District No. 246 (“the School District”), is the owner of the following described real property (“the old Washington Elementary School”):

See Exhibit ‘A’, which is attached hereto and incorporated herein by this reference depicting the old Washington Elementary School to be demolished.

WHEREAS, there is situated on the subject property the old Washington Elementary School (“the old Washington Elementary School”), which is located at 1401 Washington Street, Wenatchee, WA 98801;

WHEREAS, the School District desires to designate “the old Washington Elementary School” on the subject property as surplus, real property for the purpose of demolition of “the old Washington Elementary School” on the subject property; and

WHEREAS, the School District has no foreseeable use for “the old Washington Elementary School” and it is deemed necessary to demolish “the old Washington Elementary School” to allow for the expansion of the Washington Elementary School Replacement project;

WHEREAS, “the old Washington Elementary School” is no longer needed for school purposes as it is being replaced with a new building pursuant to previous Resolution 07-15 Intent to Construct Washington Elementary School New Construction in Lieu of Modernization (See Exhibit ‘B’);

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

The School District hereby designates “the old Washington Elementary School” including all fixtures and contents remaining as surplus.

The School District has no use for “the old Washington Elementary School” on the subject property. The School District deems it necessary to demolish “the old Washington Elementary School” in order for the Washington Elementary School Replacement project to move forward. The School Board authorizes the demolition of “the old Washington Elementary School”.

Mr. Zeitlin and Mr. Herkenrath answered the board’s questions about salvage concerning the building.

MOTION MADE: Robert Sealby made the motion to approve Resolution No. 27-16 as presented by David Zeitlin, Hill International Senior Project Manager and Gregg Herkenrath, Facilities Director.

DISCUSSION: None

SECONDED: By Laura R. Jaecks

PASSED Unanimously

- **Facilities Budget Update:** Mr. Zeitlin gave a brief report on the status of the Capital Improvement Budget.
- He covered the following accounts and broke down each project:
 - Owner Management Reserve Balance: \$918,862
 - Owner Contingency Balance: \$2,790,171
 - GC/CM Contingency Balance: \$1,234,788

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

| Project | Budget Data | | | Cost To Date | | | |
|--|---------------------------|-----------------|----------------|--------------------------|------------------|---------------|----------|
| | Baseline Budget (Revised) | Budget Transfer | Current Budget | Cost to date Last Period | Cost this Period | Cost to Date | % Spent* |
| Capital Improvement Program Phase 1 Allocation | | | | | | | |
| Total Across Program | \$ 66,500,000 | \$ 10,883,156 | \$ 77,383,156 | \$ 39,693,019 | \$ 6,131,262 | \$ 45,824,281 | 59% |
| Capital Improvements Program (#1400) | \$ 75,000 | \$ 250,000 | \$ 325,000 | \$ 239,720 | \$ 4,787 | \$ 244,507 | 75% |
| Lincoln ES Modernization & Addition (#1413) | \$ 23,662,500 | \$ 3,738,044 | \$ 27,400,544 | \$ 14,459,485 | \$ 1,497,046 | \$ 15,956,531 | 58% |
| Mission View Site Improvements (#1414) | \$ 650,000 | \$ 267,820 | \$ 917,820 | \$ 917,819 | \$ - | \$ 917,819 | 100% |
| Washington ES Replacement (#1416) | \$ 29,462,500 | \$ 3,558,170 | \$ 33,020,670 | \$ 12,286,028 | \$ 4,396,476 | \$ 16,682,504 | 51% |
| Castle Rock - SPED Modernization (#1421) | \$ 6,100,000 | \$ 1,300,000 | \$ 7,400,000 | \$ 4,246,931 | \$ 183,164 | \$ 4,430,094 | 60% |
| Pioneer Middle School Gym Modernization (#1423) | \$ 6,550,000 | \$ 403,911 | \$ 6,953,911 | \$ 6,287,534 | \$ 49,789 | \$ 6,337,324 | 91% |
| Apple Bowl Upgrades (#1423.1) | \$ - | \$ 1,365,211 | \$ 1,365,211 | \$ 1,255,501 | \$ - | \$ 1,255,501 | 92% |

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

 =Cells that RM updated

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

| Construction Contract(s)† | | | | Owner Management Reserve (OMR) | | |
|-----------------------------------|-------------------------------|---------------------------|---------------------------------|--------------------------------|----------------|-------------|
| Original Construction Contract(s) | Current Construction Contract | Construction Cost to Date | % Spent on Construction to date | Owner Management Reserve (OMR) | OMR Transfer** | OMR Balance |
| \$ 54,765,481 | \$ 57,404,343 | \$ 34,624,994 | 63% | \$ 982,198 | \$ 63,336 | \$ 918,862 |
| NA | | NA | NA | \$ - | \$ - | \$ - |
| \$ 19,445,406 | \$ 20,808,788 | \$ 12,243,388 | 59% | \$ 438,219 | \$ - | \$ 438,219 |
| \$ 784,078 | \$ 812,498 | \$ 861,489 | 110% | \$ - | \$ - | \$ - |
| \$ 24,071,602 | \$ 24,427,886 | \$ 12,373,462 | 51% | \$ 218,424 | \$ - | \$ 218,424 |
| \$ 4,664,836 | \$ 4,797,837 | \$ 3,013,545 | 63% | \$ 139,850 | \$ - | \$ 139,850 |
| \$ 4,540,140 | \$ 5,297,915 | \$ 4,877,610 | 92% | \$ 185,705 | \$ 63,336 | \$ 122,369 |
| \$ 1,259,419 | \$ 1,259,419 | \$ 1,255,501 | 100% | \$ - | \$ - | \$ - |

| Owner Contingency | | | | | GC/CM Contingency | | | |
|------------------------------|----------------|-----------------------------|-------------------|---------------------------|-------------------|------------------------|-------------------|---------------------------|
| Owner Contingency (Original) | Owner Increase | Owner Change Orders To Date | Potential Changes | Owner Contingency Balance | GC/CM Contingency | GC/CM Change Orders*** | Potential Changes | GC/CM Contingency Balance |
| \$ 2,232,319 | \$ 3,196,715 | \$ 2,638,863 | \$ (964,396) | \$ 2,790,171 | \$ 2,217,918 | \$ 485,974 | \$ 497,211 | \$ 1,234,733 |
| NA | NA | NA | | NA | NA | NA | NA | NA |
| \$ 1,197,478 | \$ 700,000 | \$ 1,363,382 | \$ 305,733 | \$ 228,363 | \$ 884,433 | \$ 38,890 | \$ 192,599 | \$ 652,944 |
| \$ - | \$ - | \$ 28,421 | | \$ (28,421) | NA | NA | NA | NA |
| \$ 443,911 | \$ 1,808,651 | \$ 356,284 | \$ 78,742 | \$ 1,817,536 | \$ 1,114,923 | \$ 355,697 | \$ 304,612 | \$ 454,614 |
| \$ 180,844 | \$ 314,912 | \$ 133,001 | \$ 18,700 | \$ 344,055 | \$ 218,562 | \$ 91,387 | | \$ 127,175 |
| \$ 410,086 | \$ 373,152 | \$ 757,775 | \$ 25,463 | \$ - | NA | NA | | NA |
| \$ - | | | | \$ - | NA | NA | | NA |

After answering the board's questions they thanked Mr. Zeitlin for the updated report.

VIII. Special Presentations

1) AVID Update: Danielle Schafer-Cloke, AVID Coordinator presented a Powerpoint presentation & AVID Students shared their experiences.

Ms. Schafer-Cloke shared that AVID's mission is to close the achievement gap by preparing ALL students for college readiness and success in a global society.

- Students in the middle
- High poverty backgrounds
- First generation to attend college
- Underrepresented groups

The Impact of AVID on Wenatchee School District Students

- Numbers of Students in AP Courses
- Numbers of Students in Honors Courses
- Numbers of Students taking SAT/ACT
- AVID Strategies used throughout buildings
- Professional Development for Staff
- Numbers of Graduates attending University

42 Gr 42 Graduates! Accepted to these fine institutions:

- Gonzaga University
- Western Washington University
- University of Washington (Seattle)
- University of Washington (Bothel)
- Washington State University
- Central Washington University
- Seattle Pacific University
- Sacred Heart university
- Eastern Washington University
- University of Pittsburgh
- Western Washington University
- University of Montana
- University of Nebraska
- Seattle University
- University of Alabama Birmingham
- Grand Canyon University
- United States Navy

Courses

- AP US History
- AP Human Geography
- AP English Literature
- Survey of American Literature
- Spanish Native Speakers I & II
- AP Calculus AB
- AP Statistics
- AP Spanish
- AP Chemistry
- AP Computer Science

Honors!

- 54 AP Courses
- 8 Honors courses
- 100% applied to college
- two enlistments in the United States Navy
- Four associate of arts degrees earned
- Two Certified Nursing Assistants
- Seven state Participants
- Three Team Captains

Students who were present shared their stories:

- Aztlan Chavez is attending Western Washington University. He plans to enter the Nuclear Medicine Technology program in Bellevue after getting prerequisites at Western Washington University. AVID is a “Family” to him. His motto is: “Dominate Humbly”
- Andrea Cuevas will be attending Washington State University. She plans to major in criminal justice and minor in psychology and sociality. Applied and accepted at both University of Washington and Washington State University. Her motto is (in Spanish): "Una vez que el cambio social comienza, no se puede revertir. No se puede deseducar a la persona que ha aprendido a leer. No se puede humillar a la persona que se siente orgullo. No se puede oprimir a las personas que no tienen miedo nunca más. Hemos visto el futuro, y el futuro es nuestro " – (In English): “*Once social change begins, it cannot be reversed. You cannot un-educate the person who has learned to read. You cannot humiliate the person who feels pride. You cannot oppress the people who are not afraid anymore.*” Cesar Chavez
- Emilia Galvez has been accepted to Washington State University, Western Washington University, Eastern Washington University and Oregon State University. She will start off at WVC majoring in secondary education. Her greatest accomplishment: Being concertmaster for the WHS Symphony Orchestra and Principal for the Chamber Orchestra. Motto: “*If your nerve denies you go above your nerve*” Emily Dickinson
- Sean Tamngin will be attending Central Washington University. He applied and was accepted to Eastern Washington University and Washington State University also. He plans to major in Aeronautical Engineering or Architectural Engineering and minor in Automotive. His Motto is: *Don’t let others decide who you are going to become, decide that yourself.*
- Anai C. Gonzalez was not able to attend but the details of her story were shared with the board. Her motto is: “*The strongest trees grow with the wind against them.*”
- Carmen Valencia, 8th grade student at Foothills shared how AVID has impacted her life academically, socially and emotionally. She has learned how to be successful in school and has a bright future through the help her AVID family has given her, she feels now she can follow any path, she can be “one-of-a-kind”. Two other 8th grade students’ (Jelina Ganados & Ashley Jimenez) stories were shared with the board although they were unable to attend.

Ms. Schafer-Cloke gave a brief update of what is goals are set for the next year.

- All students get into a college
- More cultural experiences
- PAC and Icicle Playhouse experiences
- Help impact the whole family of the students
- Teachers help to spread the joy of learning
- Plan to work on more grant opportunities

The board thanked Ms. Schafer-Cloke and the students for the encouraging and informative updates.

2) Pioneer New Schedule

Rob Cline, Pioneer Middle School Principal shared the results of their work. He shared a chart outlining the block schedule.

- Mr. Cline did not think he would be making a new schedule his first year as principal, but he is glad to do it.
- They took into consideration all avenues
- Looked hard at testing requirements
- Hours in instructional class
- 4 minutes shorter for electives
- finding a common prep time

- 90 minute concept
- 2/45 minute elective
- Break-down of 6th grade classes
- Block for Math and Science
- Electives at the end of the day
- 8-period Chart
- It's been a jigsaw puzzle to figure out
- 3 lunch periods = 325 students, 20 minutes turned into a positive for food service
- PE - not combining grades
- 6-8 CORE ESL Level 1 & 2 working with Cyndi Valdez

Mr. Cline answered all the board's questions and they thanked him for his hard work putting this together for Pioneer.

| 6th Grade | 8:15 - 9:20 | 9:25 - 10:30 | 10:35 - 11:20 | 11:22 - 11:52 | 11:55 - 12:40 | 12:45 - 1:50 | 1:55 - 3:00 |
|-----------|-------------|--------------|---------------|---------------|---------------|--------------|-------------|
| Parker | 6th Core | | Prep | Lunch | Team | | 6th Core |
| Peters | 6th Core | | Prep | Lunch | Team | | 6th Core |
| Burnell | 6th Core | | Prep | Lunch | Team | | 6th Core |
| Moody | 6th Core | | Prep | Lunch | Team | | 6th Core |
| Knipfer | 6 Science | 6 Science | Prep | Lunch | Team | 6 Science | 6 Science |
| Simmons | 6 Science | 6 Science | Prep | Lunch | Team | 6 Science | 6 Science |
| Noble | 6 Math | Math 180 | Prep | Lunch | Team | Math 180 | 6 Math |
| Estep | Acc Math | 6 Math | Prep | Lunch | Team | 6 Math | 6 Math |

| 7/8 Sched A | 8:15 - 9:00 | 9:05 - 9:50 | 9:55 - 11:00 | 11:05 - 12:10 | 12:12 - 12:42 | 12:45 - 1:50 | 1:55 - 3:00 |
|-------------|-------------|-------------|--------------|---------------|---------------|--------------|--------------|
| Cox | Prep | Team | 7th Core | | Lunch | | 7th Core |
| Colson | Prep | Team | 7th Core | | Lunch | | 7th Core |
| Wilson | Prep | Team | 7th Science | 7th Science | Lunch | 7th Science | 7th Science |
| Hargraves | Prep | Team | 7th Math | 7th Math | Lunch | 7th Math 180 | 8th Math 180 |
| Wood | Prep | Team | 8th Core | | Lunch | | 8th Core |
| Goodrich | Prep | Team | 8th Core | | Lunch | | 8th Core |
| Choman | Prep | Team | 8th Science | 8th Science | Lunch | 8th Science | 8th Science |
| Permin | Prep | Team | 8th Geo | 7th Alg | Lunch | 8th Alg | 8th Geo |

| 7/8 Sched B | 8:15 - 9:20 | 9:25 - 10:30 | 10:35 - 11:40 | 11:42 - 12:12 | 12:15 - 1:20 | 1:25 - 2:10 | 2:15 - 3:00 |
|-------------|--------------|--------------|---------------|---------------|--------------|-------------|-------------|
| Harle | 7th Core | | 7th Core | Lunch | 7th Core | Prep | Team |
| Stean | 7th Core | | 7th Core | Lunch | 7th Core | Prep | Team |
| Kunz | 7th Science | 7th Science | 7th Science | Lunch | 7th Science | Prep | Team |
| Kruckenberg | 7th Math 180 | 8th Math 180 | 7th Math | Lunch | 7th Math | Prep | Team |
| Fraticeilli | 8th SS | 8th SS | 8th SS | Lunch | 8th SS | Prep | Team |
| J. Miller | 8th ELA | 8th ELA | 8th ELA | Lunch | 8th ELA | Prep | Team |
| Dotter | 8th Science | 8th Science | 8th Science | Lunch | 8th Science | Prep | Team |
| Dietrich | 7th Acc | 8th Math | 8th Math | Lunch | 8th Math | Prep | Team |

| | 8:15 - 9:00 | 9:05 - 9:50 | 9:50 - 10:35 | 10:35 - 11:20 | 11:22 - 11:52 | 11:55 - 12:40 | 12:40 - 1:25 | 1:25 - 2:10 | 2:15 - 3:00 |
|-----------|-------------|-------------|--------------|-----------------|---------------|---------------|--------------|-------------|-------------|
| Valdez | 7/8 PE | 7/8 PE | Prep | 6th PE | Lunch | 6th PE | Team | 7/8 PE | 7/8 PE |
| Vickery | 7/8 PE | 7/8 PE | Prep | 6th PE | Lunch | 6th PE | Team | 7/8 PE | 7/8 PE |
| Hurt | GTT | GTT | Prep | 6th Tech | Lunch | 6th Tech | Team | GTT | AVID |
| Luebber | Beg. Orch | Adv. Orch | Prep | Beg. Band | Lunch | Beg. Orch | Team | Int. Band | Adv. Band |
| Dieringer | 7/8 HL | 7/8/ HL | Prep | 6th HL | Lunch | 6th HL | Team | 7/8 HL | 7/8 HL |
| Rivera | TBD | Mariachi | Prep | Beg. Orch/Guita | Lunch | | Team | | |
| Nees | | | Prep | | Lunch | 6th Choir | Team | 7th Choir | 8th Choir |
| | | | Prep | | Lunch | | Team | | |
| Bazan | | | Prep | | Lunch | | Team | | |
| Art | Adv. Art | Int. Art | Prep | Beg. Art | Lunch | | Team | | |
| Lancaster | | | | | | | | | |
| Thompson | | | | | | | | | |
| McGinness | | | | | | | | | |
| K.Miller | | | | | | | | | |

X. Communications

- Director Laura Jaecks saw Jim Tweden, Board Tech, at Bio-Sports this week and said he is doing good she shared with him that we will be happy to have him return to work soon.
- Ms. Jaecks also reminded everyone about the Early Learning Community Collaborative meeting on June 16th starting at 5 p.m. with dinner at WHS.
- Ms. Jaecks also shared about the presentation from Lloyd Pendleton, where he has put "Housing First" in Utah and made great strides in ending chronic homelessness over the past 10 years. She highly recommend his program and for others to hear him speak.
- She also wanted to thank Jodi Smith Payne, Assistant Superintendent of Learning and Teaching and Sarah Hanchey, Director of Curriculum for the Wonder's Curriculum. Mr. Rich McBride, NCESD Superintendent, would like to come and see it in the classroom.
- Director Claudia De Robles gave kudos to the "Sinning Star" PAC event. There was a great turnout and many people were recognized. The Family Advocate program did a great job.
- Director Robert Sealby asked about the setup for graduation on the new Apple Bowl turf. Mr. Flones gave all the details and precautions put in place to protect the turf during graduation ceremonies.
- President Jennifer Talbot shared details about the WSSDA Legislative Assembly on September 23-24. The board can only have one vote, she is willing to attend the assembly and represent the board. She invited other board members to attend and to let her know if they want to register.

- Ms. Talbot also thanked the cabinet for all the work done in preparation for the board workshop on May 20th.
- Ms. Talbot also appreciates all the efforts the cabinet and negotiation team put forward along with the WenEA team at the TURN conference recently.
- Director Robert Sealby highlighted all the sports teams going to state, including soccer, golf, tennis and track. It is the first time in 25 years the baseball team is in the final 4.
- President Talbot gave a rundown of the upcoming schedule:

June 3

WHS Graduation
Apple Bowl

June 6

Board Retirement Reception
District Office
6-8 pm

June 7

WSHS Graduation
Wenatchee Convention Center

XI. Superintendent's Report

- Superintendent Flonas reminded the board that he will be gone for his daughter's graduation in California at UCLA. He asked the agenda review be held on Tuesday June 14th, Jennifer Talbot and Claudia De Robles agreed that would work in their schedules.

MEETING ADJOURNED: President Jennifer Talbot adjourned the meeting at 8:15 p.m.

President

Superintendent

Date



Wenatchee School District Special Board Meeting WSD District Office Minutes of May 27, 2016

Board Members

Jennifer Talbot, President
Robert Sealby V.P.
Laura R. Jaecks

Staff Present

Brian Flones, Superintendent

Special Board Meeting 12:00 pm Noon

President Jennifer Talbot opened the Special Board meeting at 12:05 pm with the Pledge of Allegiance.

I. New Business

- 1) **Lincoln Elementary Lydig Construction Change Directive Number CCD 162:** Presented to the board by David Zeitlin, Senior Project Manager, Hill International, at the May 24th, 2016 board meeting as an information item.

Construction Change Directive

| | | |
|--|--|--|
| PROJECT: (Name and address) Abraham Lincoln Elementary School Addition and Modernization 1224 Methow Street Wenatchee, Washington 98801 | DIRECTIVE NUMBER: 162 DATE: May 17, 2016 CONTRACT FOR: General Construction | OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> PROJECT MANAGER: <input checked="" type="checkbox"/> |
| TO CONTRACTOR: (Name and address) Lydig Construction 11001 E. Montgomery Drive Spokane Valley, Washington 92206 | CONTRACT DATED: June 4, 2015 ARCHITECT'S PROJECT NUMBER: 1408 | |

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

- Provide 8” cut (overall -12” from design final grade, top 4” cut originally included in MACC), fabric, and fill with 8” of clean material from north half of site. Boundaries: irrigation pump house on the west end at Cascade south to the property line, east to Methow, and north to the southern entry to the parking lot at Methow, and west to the sidewalk at the kitchen (See attached sketch for boundaries).
- Remediation efforts for the 4” cut included in MACC.
- ROM \$250,000 NTE

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

- Provide 8” cut (overall -12” from design final grade, top 4” cut originally included in MACC), fabric, and fill with 8” of clean material from north half of site. Boundaries: irrigation pump house on the west end at Cascade south to the property line, east to Methow, and north to the southern entry to the parking lot at Methow, and west to the sidewalk at the kitchen (See attached sketch for boundaries).
- Remediation efforts for the 4” cut included in MACC.
- ROM \$250,000 NTE

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum decrease of \$
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-2007
 - As follows: Per paragraph 7.02 D. of Section 00 70 00 General Conditions for GC/CM Facility Construction (revised March 03, 2015)
- The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is to be ZERO.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

MOTION MADE: Laura R. Jaecks made the motion to approve Lincoln Elementary Lydig Construction Change Directive Number CCD 162.

DISCUSSION: None

SECONDED: By Robert Sealby

PASSED Unanimously

2) **Washington State Association for Supervision and Curriculum Development Contract:**

This conference is designed to offer information regarding Adverse Childhood Experiences (ACEs) and Positive Behavioral Intervention and Supports (Tier 2/3 PBIS) to aid in the social emotional health of students as a key component of academic success.

Presenters: Dr. Greg Benner, Dr. Jennifer Kubista and Dr. Joshua Garcia will explore how toxic stress and trauma impacts health, safety, and learning.

Washington State Association for Supervision and Curriculum Development
Kathy Clayton, Executive Director
Business Address: 825 Fifth Avenue SE
Olympia, WA 98501 (509)270-2907

And

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

In consideration of the promises and conditions herein,
Wenatchee School District (WSD) and WSASCD do mutually agree as follows:

1.0 WSASCD RESPONSIBILITIES

WSASCD and WENATCHEE SCHOOL DISTRICT shall co-sponsor a Professional Learning Event to be held at Wenatchee High School on Tuesday, June 14, 2016.

- 1.1 With regard to the planning and preparation for this conference, WSASCD shall perform the following:
 - 1.1.1 Advertise the conference through the WSASCD website, electronic newswashes, direct emails, and at all WSASCD functions.
 - 1.1.2 Manage all non-WSD registrations (participants and exhibitors) for up to 50 participants through the WSASCD registrar, as well as membership fees.
 - 1.1.3 Manage exhibitors, who will register as regular conference participants through online registration process.
 - 1.1.4 Create online registration to be located at www.wsascd.org and www.wasa-oly.org at a rate of 20% of registration fees, not including the membership dues.
 - 1.1.5 Create the conference program using information provided by WSD conference coordinator. This does not include printing costs.
 - 1.1.6 Post all conference materials to the WSASCD website.
 - 1.1.7 Create the name badges for all non-WSD conference participants. WSD staff members will wear district name badges.
 - 1.1.8 Provide clock hours for all WSD and non-WSD participants.
 - 1.1.9 Provide on-site staff support at the conference. Travel expenses will be paid using registration revenue.
 - 1.1.10 Pay bills for clock hour printing, online registration and badges using registration revenue.
 - 1.1.11 Send WSD a check for profit based on total non-WSD conference registrations minus all expenses as indicated above.

2.0 WENATCHEE SCHOOL DISTRICT RESPONSIBILITIES

- 2.1 With regard to the planning and preparation for this conference, WSD will perform the following:
 - 2.1.1 Select and/or contract with all keynote speakers and session presenters. Contracts that include fees, travel, meal, and lodging expenses (not to exceed \$5400) will be paid directly to each presenter by Wenatchee School District.
 - 2.1.2 Provide the venue for all aspects of the conference including general session seating, session rooms, and space for exhibitors.
 - 2.1.3 Provide necessary audio/visual equipment for all presenters.
 - 2.1.4 Provide information regarding presenters, session titles and descriptions, room locations, and other pertinent information to WSASCD conference coordinator for development of the conference program.
 - 2.1.5 Print conference program and any conference materials/handouts.
 - 2.1.6 It is understood that all participants will be on their own for lunch.
 - 2.1.7 Provide coffee service and snacks for morning and afternoon.

MOTION MADE: Robert Sealby made the motion to approve the Washington State Association for Supervision and Curriculum Development Contract.

DISCUSSION: None

SECONDED: By Laura R. Jaecks

PASSED Unanimously

MEETING ADJOURNED: President Jennifer Talbot adjourned the meeting at 12:10 p.m.

President

Superintendent

Date

WENATCHEE SCHOOL DISTRICT NO. 246
JUNE 15, 2016

TO: BOARD OF EDUCATION

FROM: Brian L. Fiones, Superintendent

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

SUBJECT: PERSONNEL REPORT

APPOINTMENTS

We ask the Board to appoint:

Classified:

- Janelle Del Campo Ramirez: Special Ed Preschool Para Educator for 6 hrs/day at Castlerock, effective August 30, 2016;
- Stacy Humphries: HR Specialist for 8 hrs/day @ DO, effective May 23, 2016;

CHANGE OF STATUS

Classified:

- Jennifer Howard: Change as Bus Driver for 6 hrs/day to 6.75 hrs/day, at Transportation effective May 2, 2016;
- Tiffany Letts-Brandt: Change as Special Ed Para Educator for 6 hrs/day at SPED/WA to WA, effective May 17, 2016;
- Elmer Henderson: Change from Utility Custodian for 8 hrs/day at WHS to Delivery Driver/Warehouse for 8 hrs/day at M&O, effective May 24, 2016;
- Holly McDonough: Change from Director's Secretary for 8 hrs/day to Instructional Technician for 8 hrs/day at Tech/M&O, effective May 9, 2016;
- Sandy Morrison: Change as Bus Driver/Production Assistant for 5.5 hrs/day to 6.25 hrs/day at Transportation/PIO, effective May 1, 2016;
- Micha Ollerton: Change as Behavioral Interventionist for 7.5 hrs/day at WA to SPED, effective May 17, 2016;
- Jake Quilter: Change from Warehouse Delivery for 8 hrs/day at M & O to Mechanic for 8 hrs/day at Transportation/M&O, effective May 9, 2016;
- Andrea Tevez: Change as Special Ed Para Educator for 6 hrs/day at WA to LNC, effective May 2, 2016 through June 10, 2016;
- Andrea Tevez: Change as Special Ed Para Educator for 6 hrs/day at LNC to WA, effective August 30, 2016;
- Etta Turner-DeJong: Change as Bus Driver for 4.5 hrs/day to 5 hrs/day, at Transportation effective May 1, 2016;

Certified

- Todd Busse: Change from 1.0 FTE Science Teacher to 1.0 FTE Math Teacher at WHS, effective August 30, 2016;

- Patty Cone: Change as 1.0 FTE Non-Continuing Librarian at COL to 1.0 FTE Continuing Librarian at COL, effective August 30, 2016;
- Janell Dempsey: Change from 1.0 FTE Instructional Coach @ DO/LIN to 1.0 FTE Assistant Principal @ LIN/COL, effective July 1, 2016;
- Gabriel Headley: Change as 1.0 FTE Non-Continuing Special Ed Teacher to 1.0 FTE Continuing Special Ed Teacher at WHS, effective August 30, 2016;
- Carrie Kruckenberg: Change from 1.0 FTE 7th Grade Math Teacher to 1.0 FTE 6th Grade Math Teacher at PIO, effective August 30, 2016;
- Leticia Manzo-Ochoa: Change as 1.0 FTE Non-Continuing Spanish Teacher to 1.0 FTE Non-Continuing Spanish Teacher at WHS, effective August 30, 2016;
- Olivia McGinness: Change as 1.0 FTE Special Ed Teacher at PIO to 1.0 FTE Special Ed Teacher at COL, effective August, 30, 2016;
- Lynette Smith: Change from .5 FTE Non-Continuing 4th Grade Teacher to 1.0 FTE Continuing 1st Grade Teacher at COL, effective August 30, 2016;
- Michelle Vaughn: Change from .6 FTE Strings Teacher at L&C/SS/WA to .8 FTE Strings Teacher at L&C/SS/WA/MV, effective August 30, 2016;
- Leslie Wilson-Wright: Change as 1.0 FTE Special Ed Teacher at COL to 1.0 FTE Special Ed Teacher at WHS, effective August 30, 2016;

LEAVE OF ABSENCE

The following employees have requested a Leave of Absence:

Classified:

- Kathren Cook: Leave as Assistant Child Care for 5 hrs/day at WSEL, effective May 20, 2016 through May 31, 2016;
- Julie Johnston: Leave as Bus Para for 4.33 hrs/day at Transportation, effective May 16, 2016 through June 10, 2016;
- Les Scott: Extended Leave as Middle School Lead Custodian for 8 hrs/day at FMS to Temporary Position for 4 hrs/day, effective May 31, 2016 through July 30, 2016;

Certificated

- Heidi Bucholz: Updated Leave as 1.0 FTE 3rd Grade Teacher at WA, effective May 25, 2016 to June 10, 2016;
- Kris Cameron: Leave a 1.0 FTE Foreign Language Teacher at WHS, effective June 30, 2016 through June 30, 2017;
- Brenda Hargraves: Leave as 1.0 FTE 7th/8th Grade Math Teacher at PIO, effective May 16, 2016 through June 3, 2016;
- Adam Noble: Leave as 1.0 FTE 6th Grade Math Intervention Teacher at PIO, effective May 18, 2016 through June 10, 2016;\

PAID ADMINISTRATIVE LEAVE

- Sandra Anderson: Leave as Satellite Production for 8 hrs/day at FMS, effective May 17, 2016 through May 27, 2016;

RETURN FROM LEAVE OF ABSENCE

Classified:

- Julie Johnston: Return as Bus Para for 4.33 hrs/day at Transportation, effective May 31, 2016;
- Kathy Welsh: Return as Attendance Secretary for 8 hrs/day at PIO, effective May 16, 2016;

Certified

- Maria Chang-Marr: Return as 1.0 FTE 1st Grade Bilingual Teacher at MV, effective May 16, 2016;
- Aaron Hansen: Return as 1.0 FTE 7th Grade Core Teacher at FMS, effective May 27, 2016;

RESIGNATION

Classified:

- Sandra Anderson: Resign as Satellite Production for 8 hrs/day at FMS, effective May 27, 2016;
- Mericia Apfel: Resign as Elementary Server/Lead Server for 3 hrs/day at SS, effective May 13, 2016;
- Alicia Bailey: Resign as HR Specialist for 8 hrs/day at DO, effective May 19, 2016;
- Diane Baxter: Resign as Assistant Secretary/Para Educator for 6.5 hrs/day at PIO, effective June 10, 2016;
- Amanda Corona: Resign as Special Ed Para Educator for 6 hrs/day at WHS, effective June 10, 2016;
- Sam Gilstrap: Resign as Para Educator for 2.35 hrs/day at NBY, effective June 10, 2016;
- Haida Ikeda: Resign as Para Educator for 1.6 hrs/day at SS, effective May 25, 2016;
- Teresa Picardo: Resign as Child Care Lead for 4.8 hrs/day at SS, effective June 10, 2016;
- Doni Roach: Resign as Special Ed Para Educator for 6 hrs/day at COL, effective June 3, 2016;

Certified:

- Adam Noble: Resign as 1.0 FTE 6th Grade Math Teacher at PIO, effective June 10, 2016;
- Tasha Ritter: Resign as 1.0 FTE English Teacher at WHS, effective June 10, 2016;
- Susan Sears: Resign as 1.0 FTE Business Ed Teacher at WHS, effective June 10, 2016;

SUPPLEMENTAL ASSIGNMENTS FOR THE 15-16 SCHOOL YEAR

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

Foothills Middle School

Jake Carvitto Science Team Leader (LIT)

Mission View Elementary School

Heidi Toigo Track Coach

Orchard Middle School

Angel Guerra Assistant Girls Soccer Coach
Carl Haberberger .4 Assistant Girls Soccer Coach

Wenatchee High School

David Jagla .75 Strength & Conditioning (Summer)
Krissy Richerson .75 Strength & Conditioning (Summer)

RESIGNATION OF SUPPLEMENTAL ASSIGNMENT

Foothills Middle School

Noni Clark Science Team Leader (LIT)

Orchard Middle School

Angel Guerra Assistant Girls Soccer Coach

SUMMER SCHOOL EDUCATIONAL ASSISTANT

Antonette Blythe
Tanya Bofto
Craig Franklin
Kami Sinko

SUMMER SCHOOL SPECIAL EDUCATION PARA EDUCATOR

Tanya Batman
Lisa Eschwig
Kathleen Hupp
Carmen Peyton
Gave Stefanides

SUMMER SCHOOL JDC PARA

Brenda Webley

SUMMER SCHOOL ELEMENTARY TEACHERS

Lois Carter – Fraticelli
Chester Ferrell
Darrin Ferson
Daniz Lopez
Alfredo Martinez

Kristina Mason
Jennifer Miller
Marisela Santillan
Tamara Savage
Sandra Schmidt
Adelita Solis
Matilde Vivanco
Erica Wilson
Socorro Yanez

SUMMER SCHOOL OCCUPATIONAL THERAPIST

Lyndsay Brewer

SUMMER SCHOOL SPECIAL ED TEACHERS

Wendy Ptolemy



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 584135 through 584421 totaling \$619,726.87

Capital Projects Fund

Check number 584422 through 584432 totaling \$2,871,012.83

Associated Student Body Fund

Check number 584433 through 584483 totaling \$75,975.43

Transportation Vehicle Fund

Check numbers through totaling \$

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

Certification:

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

Signature of Auditing Officer

Date

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

As of June 14, 2016, the board, by a _____ vote, approves payments, totaling \$3,566,715.13. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:
Warrant Numbers 584135 through 584483, totaling \$3,566,715.13

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

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|--------------------------------|------------|--------------|
| 584135 | 4INKJETS DISCOUNT PRINT SUPP | 06/15/2016 | 69.99 |
| 584136 | A & A MOTORCOACH | 06/15/2016 | 19,731.24 |
| 584137 | A CENTRAL LLC | 06/15/2016 | 2,702.79 |
| 584138 | ACADEMIC TOOL BOX | 06/15/2016 | 1,784.72 |
| 584139 | ACADEMIC THERAPY PUBLICATIONS | 06/15/2016 | 77.00 |
| 584140 | ACADEMIC LINK OUTREACH | 06/15/2016 | 8,899.00 |
| 584141 | ACHIEVE3000 INC | 06/15/2016 | 5,452.00 |
| 584142 | AED FIRST RESPONSE | 06/15/2016 | 20,399.69 |
| 584143 | AG SUPPLY COMPANY | 06/15/2016 | 201.31 |
| 584144 | AMER TIME & SIGNAL | 06/15/2016 | 363.90 |
| 584145 | AMERICAN PRODUCE EXPRESS, LLC | 06/15/2016 | 7,002.30 |
| 584146 | AMSTERDAM PRINTING | 06/15/2016 | 218.19 |
| 584147 | ANDERSON, ERIC JOHN | 06/15/2016 | 62.00 |
| 584148 | AP PROGRAMS | 06/15/2016 | 33,953.00 |
| 584149 | APPLE COMPUTER INC | 06/15/2016 | 16,307.65 |
| 584150 | APPLETON, THEA CHRISTINE | 06/15/2016 | 138.31 |
| 584151 | APT DESIGN | 06/15/2016 | 91.81 |
| 584152 | AQUATIC SPECIALTY SERVICES INC | 06/15/2016 | 1,095.93 |
| 584153 | ART WITH HEART | 06/15/2016 | 762.62 |
| 584154 | ASCD | 06/15/2016 | 39.00 |
| 584155 | AVALON MUSIC INC | 06/15/2016 | 1,821.05 |
| 584156 | AVANT ASSESSMENT, LLC | 06/15/2016 | 962.50 |
| 584157 | AW REHN & ASSOC INC | 06/15/2016 | 264.00 |
| 584158 | AWSP/WASA | 06/15/2016 | 390.00 |
| 584159 | B & H PHOTO & VIDEO | 06/15/2016 | 3,057.94 |
| 584160 | BAILEY, JENELLE | 06/15/2016 | 536.81 |
| 584161 | BAKKE, DEANNA M | 06/15/2016 | 36.07 |
| 584162 | BATTERY SYSTEMS | 06/15/2016 | 87.93 |
| 584163 | BENTSEN, CAROLYN LOUISE | 06/15/2016 | 317.96 |
| 584164 | BERGER, THERESA | 06/15/2016 | 138.27 |
| 584165 | BIRKS, RAY R | 06/15/2016 | 37.91 |
| 584166 | BLANKENSHIP, TRINA M | 06/15/2016 | 6.48 |
| 584167 | BLICK ART MATERIALS | 06/15/2016 | 53.08 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|--------------------------------|------------|--------------|
| 584168 | BOLLINGER, JOSHUA WILLIAM | 06/15/2016 | 28.38 |
| 584169 | BOUND TO STAY BOUND | 06/15/2016 | 5,586.07 |
| 584170 | BROWN INDUSTRIES INC | 06/15/2016 | 545.38 |
| 584171 | BROWN, RONALD EDWARD | 06/15/2016 | 275.70 |
| 584172 | BROWN, TAUNYA C | 06/15/2016 | 141.49 |
| 584173 | BRYSON SALES & SERVICE | 06/15/2016 | 4,002.63 |
| 584174 | BULLIS, JACOB J | 06/15/2016 | 147.01 |
| 584175 | BURROWS TRACTOR INC | 06/15/2016 | 623.26 |
| 584176 | CAMPBELL, MARILEE | 06/15/2016 | 50.68 |
| 584177 | CAMPBELL, TIMOTHY J | 06/15/2016 | 76.68 |
| 584178 | CARLSON, REED A | 06/15/2016 | 94.12 |
| 584179 | CASCADE NATURAL GAS CORP | 06/15/2016 | 2,810.56 |
| 584180 | CASCADE QUALITY WATER CENTER | 06/15/2016 | 294.30 |
| 584181 | CASTLE BRANCH, INC | 06/15/2016 | 773.50 |
| 584182 | CEDAR LAW PLLC | 06/15/2016 | 3,690.00 |
| 584183 | CENTRO LATINO NW FAM SERV INST | 06/15/2016 | 18,896.00 |
| 584184 | CFKR CAREER MATERIALS | 06/15/2016 | 157.10 |
| 584185 | CHELAN CO UMPIRES ASSN | 06/15/2016 | 4,100.62 |
| 584186 | CHELAN CO PUD | 06/15/2016 | 6,000.00 |
| 584187 | CHILDRENS READING FOUNDATION | 06/15/2016 | 598.40 |
| 584188 | CHINOOK MUSIC SERVICE INC | 06/15/2016 | 58.97 |
| 584189 | CHRISTAL, TONYA | 06/15/2016 | 42.00 |
| 584190 | CINTAS CORPORATION | 06/15/2016 | 1,346.48 |
| 584191 | CITY TREASURER | 06/15/2016 | 18,303.30 |
| 584192 | CLARIUS LANGUAGES | 06/15/2016 | 1,619.25 |
| 584193 | CLM GROUP INC | 06/15/2016 | 5,379.87 |
| 584194 | CLOUDVIEW ECO FARM | 06/15/2016 | 95.50 |
| 584195 | COLUMBIA PAINT CO | 06/15/2016 | 2,349.28 |
| 584196 | COLUMBIA RIVER STEEL SUPPLY | 06/15/2016 | 51.07 |
| 584197 | COMMERCIAL PRINTING INC | 06/15/2016 | 38.74 |
| 584198 | COMPLETE EQUIP MAINT INC | 06/15/2016 | 1,779.93 |
| 584199 | CONSOLIDATED ELECTRICAL DISTRI | 06/15/2016 | 4,608.89 |
| 584200 | COSTCO HOUSEHOLD BANK FSB DO | 06/15/2016 | 2,890.43 |
| 584201 | CRAFT WAREHOUSE | 06/15/2016 | 34.98 |
| 584202 | CUMMINS INC | 06/15/2016 | 488.78 |
| 584203 | DAY WIRELESS | 06/15/2016 | 231.98 |
| 584204 | DEMARCO, KARI ORENE | 06/15/2016 | 35.42 |
| 584205 | DEMCO INC | 06/15/2016 | 173.24 |
| 584206 | DEPERSIO, PAMELA B | 06/15/2016 | 66.75 |
| 584207 | DEPT OF HEALTH | 06/15/2016 | 208.65 |
| 584208 | DEPT OF LABOR & INDUSTRIES | 06/15/2016 | 86.00 |
| 584209 | DILLEY, AMY M | 06/15/2016 | 11.00 |
| 584210 | DIMMITT, LINDA A | 06/15/2016 | 18.00 |
| 584211 | DISCOVER KNOWEDGE | 06/15/2016 | 13,134.50 |
| 584212 | DOERR, MARY B | 06/15/2016 | 89.82 |
| 584213 | DOH ASSOCIATES PS | 06/15/2016 | 2,031.98 |
| 584214 | DON SANGSTER MOTORS INC | 06/15/2016 | 299.50 |
| 584215 | DOUGS DIESEL REPAIR | 06/15/2016 | 54.81 |
| 584216 | DUNCAN, TODD | 06/15/2016 | 22.00 |
| 584217 | EADIE, KAREN R | 06/15/2016 | 24.20 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|-------------------------------|------------|--------------|
| 584218 | EQUAL OPPORTUNITY SCHOOLS | 06/15/2016 | 860.12 |
| 584219 | ESCHWIG, LISA | 06/15/2016 | 34.62 |
| 584220 | ESCOBEDO, URIEL | 06/15/2016 | 158.76 |
| 584221 | ESD 123 | 06/15/2016 | 875.00 |
| 584222 | ESTEP, ABBIE M | 06/15/2016 | 181.76 |
| 584223 | FAMILY LINES | 06/15/2016 | 300.00 |
| 584224 | FASTENAL COMPANY | 06/15/2016 | 115.62 |
| 584225 | FERSON, DARRIN | 06/15/2016 | 218.18 |
| 584226 | FILEMAKER INC | 06/15/2016 | 2,054.18 |
| 584227 | FITZGERALD, BRANDON TREVOR | 06/15/2016 | 5.43 |
| 584228 | FLINN SCIENTIFIC INC | 06/15/2016 | 2,481.23 |
| 584229 | FLYNN, KAREN S | 06/15/2016 | 30.08 |
| 584230 | FOLLETT SCHOOL SOLUTIONS, INC | 06/15/2016 | 5,249.29 |
| 584231 | FOOD SERVICE OF AMERICA | 06/15/2016 | 69,933.23 |
| 584232 | FORD, MARTHA E | 06/15/2016 | 46.16 |
| 584233 | FRANKLIN, SHELI KAY | 06/15/2016 | 25.38 |
| 584234 | FRANZ FAMILY BAKERIES | 06/15/2016 | 2,418.35 |
| 584235 | FRED MEYER CUSTOMER CHARGES | 06/15/2016 | 466.89 |
| 584236 | GAYTLEY, ALICEN | 06/15/2016 | 230.04 |
| 584237 | GEBBERS CATTLE, LTD. | 06/15/2016 | 3,966.75 |
| 584238 | GLADSJO, SUZANNE L | 06/15/2016 | 126.00 |
| 584239 | GONZALEZ, MARIA MERSE | 06/15/2016 | 379.27 |
| 584240 | GOOD SAMARITAN FIRST AID | 06/15/2016 | 105.00 |
| 584241 | GRADUATION ALLIANCE INC | 06/15/2016 | 6,860.00 |
| 584242 | GRIFFITH, JOAN CHERYL | 06/15/2016 | 9.18 |
| 584243 | GUTIERREZ ZAMORA, LEURISA JOY | 06/15/2016 | 851.24 |
| 584244 | H D FOWLER | 06/15/2016 | 1,307.14 |
| 584245 | HAGLUNDS TROPHIES | 06/15/2016 | 2,639.44 |
| 584246 | HALL, ANDREW JONATHAN | 06/15/2016 | 173.64 |
| 584247 | HAMMERBERG, BETH | 06/15/2016 | 450.00 |
| 584248 | HARLE, BRANDON T | 06/15/2016 | 525.00 |
| 584249 | HASTINGS | 06/15/2016 | 79.83 |
| 584250 | HAVEN, LEANN SUE | 06/15/2016 | 26.57 |
| 584251 | HEATH, MELINDA L | 06/15/2016 | 60.75 |
| 584252 | HELFRICH, JOHN | 06/15/2016 | 65.88 |
| 584253 | HENDERSON, MAIJA B | 06/15/2016 | 30.62 |
| 584254 | HENRY SCHEIN INC | 06/15/2016 | 235.40 |
| 584255 | HILL, JANET R | 06/15/2016 | 114.93 |
| 584256 | HOLMER, JAN E | 06/15/2016 | 10.00 |
| 584257 | HOME DEPOT | 06/15/2016 | 825.03 |
| 584258 | HOWARD, JENNIFER L | 06/15/2016 | 22.00 |
| 584259 | HOWARD, THERESE L | 06/15/2016 | 12.00 |
| 584260 | HUBENSACK, TAMMY A | 06/15/2016 | 58.00 |
| 584261 | INLAND PIPE AND SUPPLY | 06/15/2016 | 1,824.48 |
| 584262 | J & G DISTRIBUTING INC | 06/15/2016 | 12,350.75 |
| 584263 | JERRYS AUTO SUPPLY | 06/15/2016 | 992.08 |
| 584264 | JOHNSON GAUKROGER SMITH & | 06/15/2016 | 16,275.00 |
| 584265 | JOSTENS | 06/15/2016 | 342.15 |
| 584266 | JW PEPPER & SON INC | 06/15/2016 | 55.28 |
| 584267 | KELLER SUPPLY COMPANY | 06/15/2016 | 253.39 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|-------------------------------|------------|--------------|
| 584268 | KENNELLY KEYS MUSIC | 06/15/2016 | 428.01 |
| 584269 | KERT, HOLLY | 06/15/2016 | 9.95 |
| 584270 | KEYHOLE INC | 06/15/2016 | 87.64 |
| 584271 | KIMMEL ATHLETIC SUPPLY | 06/15/2016 | 2,256.13 |
| 584272 | KING, ANDREW RAY | 06/15/2016 | 30.00 |
| 584273 | KING COUNTY DIRECTORS ASSN | 06/15/2016 | 13,789.49 |
| 584274 | KWLN LA NUEVA/ALPHA MEDIA | 06/15/2016 | 400.00 |
| 584275 | LAKESHORE LEARNING MATERIALS | 06/15/2016 | 95.85 |
| 584276 | LEWIN, DEBORAH J | 06/15/2016 | 33.97 |
| 584277 | LINDELL, MICHELLE | 06/15/2016 | 100.31 |
| 584278 | LINK TRANSPORTATION | 06/15/2016 | 1,830.00 |
| 584279 | LIQUIDS POWDERS & MACHINES | 06/15/2016 | 467.48 |
| 584280 | LOCAL TEL COMMUNICATIONS | 06/15/2016 | 1,554.07 |
| 584281 | LOFTUS, PATRICK JOSEPH | 06/15/2016 | 600.00 |
| 584282 | LONDON, FLORA F | 06/15/2016 | 40.00 |
| 584283 | LOPEZ, ORALIA | 06/15/2016 | 137.05 |
| 584284 | LOWES HOME IMPROVEMENT | 06/15/2016 | 1,188.07 |
| 584285 | MADLAND, MARY | 06/15/2016 | 208.33 |
| 584286 | MAGANA FARMS | 06/15/2016 | 82.50 |
| 584287 | MANKE, DEBORAH A | 06/15/2016 | 71.54 |
| 584288 | MARSON AND MARSON LUMBER INC | 06/15/2016 | 88.70 |
| 584289 | MARTINEZ, CHERYL L | 06/15/2016 | 40.37 |
| 584290 | MARTIN, JULIE A | 06/15/2016 | 18.00 |
| 584291 | MATH OLYMP FOR ELEM & MID SCH | 06/15/2016 | 198.00 |
| 584292 | MCALLISTER, BROOKE ANNE | 06/15/2016 | 241.03 |
| 584293 | MCCOURT, HEATHER G | 06/15/2016 | 92.00 |
| 584294 | MCGUIRE, ANA ROSA | 06/15/2016 | 36.00 |
| 584295 | MCLESTER, DOUGLAS L | 06/15/2016 | 40.00 |
| 584296 | MELENDEZ, RENE ANTHONY | 06/15/2016 | 24.18 |
| 584297 | MELOY, MARK | 06/15/2016 | 28.52 |
| 584298 | MICRO COMPUTER SYSTEMS | 06/15/2016 | 5,065.98 |
| 584299 | MIKES PIANO TUNING | 06/15/2016 | 630.00 |
| 584300 | MORRISON, SANDRA R | 06/15/2016 | 12.00 |
| 584301 | MOSAIC COOPERATIVE LLC | 06/15/2016 | 1,500.00 |
| 584302 | MUSIC IS ELEMENTARY | 06/15/2016 | 150.49 |
| 584303 | MUSICIANS FRIEND INC | 06/15/2016 | 504.99 |
| 584304 | NASCO | 06/15/2016 | 215.80 |
| 584305 | NEES, MELANIE J | 06/15/2016 | 9.51 |
| 584306 | NEOFUNDS BY NEOPOST | 06/15/2016 | 1,000.00 |
| 584307 | NICPAN-BROWN, KRISTINA M | 06/15/2016 | 139.08 |
| 584308 | NOBLE, KATHLEEN BETH | 06/15/2016 | 338.51 |
| 584309 | NORCO INC | 06/15/2016 | 62.04 |
| 584310 | NW BEARING | 06/15/2016 | 63.80 |
| 584311 | NW TEXTBOOK DEPOSITORY | 06/15/2016 | 13,899.53 |
| 584312 | NW VITAL RECORDS CTR INC | 06/15/2016 | 140.00 |
| 584313 | O'REILLY AUTOMOTIVE STORES | 06/15/2016 | 528.67 |
| 584314 | OFFICE DEPOT | 06/15/2016 | 10,436.70 |
| 584315 | OLIVAS, JERRY | 06/15/2016 | 3,080.00 |
| 584316 | ORRCO | 06/15/2016 | 165.00 |
| 584317 | OTRUBA, ZDENEK | 06/15/2016 | 13.95 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|-----------------------------|------------|--------------|
| 584318 | OVERBAY, CRYSTAL | 06/15/2016 | 254.42 |
| 584319 | OXARC | 06/15/2016 | 561.42 |
| 584320 | PACIFIC SECURITY | 06/15/2016 | 4,340.00 |
| 584321 | PAKINAS, MATTHEW J | 06/15/2016 | 158.76 |
| 584322 | PARKER, JULIE A | 06/15/2016 | 900.00 |
| 584323 | PC & MACEXCHANGE | 06/15/2016 | 5,069.80 |
| 584324 | PERKINS, DAVID D | 06/15/2016 | 25.91 |
| 584325 | PLATT ELECTRICAL SUPPLY | 06/15/2016 | 513.25 |
| 584326 | PROJECT LEAD THE WAY, INC | 06/15/2016 | 5,250.00 |
| 584327 | PUBLIC CONSULTING GROUP INC | 06/15/2016 | 3,652.12 |
| 584328 | PUD NO 1 OF CHELAN COUNTY | 06/15/2016 | 17,627.83 |
| 584329 | PUGET SOUND HARDWARE, INC. | 06/15/2016 | 4,304.68 |
| 584330 | PULIDO, LORENA N | 06/15/2016 | 57.50 |
| 584331 | PYBUS PUBLIC MARKET | 06/15/2016 | 348.75 |
| 584332 | QMS | 06/15/2016 | 1,527.00 |
| 584333 | R E WHITTAKER COMPANY | 06/15/2016 | 256.00 |
| 584334 | REALLY GOOD STUFF | 06/15/2016 | 319.12 |
| 584335 | RICOH USA, INC. | 06/15/2016 | 18,668.32 |
| 584336 | RIDGELINE GRAPHICS INC. | 06/15/2016 | 175.70 |
| 584337 | ROBINS, JESSICA A | 06/15/2016 | 30.00 |
| 584338 | RODDA PAINT | 06/15/2016 | 34.69 |
| 584339 | ROLLING HILLS PUBLISHING | 06/15/2016 | 412.50 |
| 584340 | RWC GROUP | 06/15/2016 | 2,068.86 |
| 584341 | S & W IRRIGATION SUPPLY | 06/15/2016 | 2,488.79 |
| 584342 | SADLER, KATHY J | 06/15/2016 | 306.55 |
| 584343 | SAFEWAY INC | 06/15/2016 | 1,309.54 |
| 584344 | SAUCEDA, JESSICA W | 06/15/2016 | 6.48 |
| 584345 | SBS FOODS, INC | 06/15/2016 | 1,124.04 |
| 584346 | SCHETKY NORTHWEST SALES | 06/15/2016 | 1,898.55 |
| 584347 | SCHOLASTIC BOOK CLUBS | 06/15/2016 | 676.00 |
| 584348 | SCHOTT, ROBERT D | 06/15/2016 | 40.00 |
| 584349 | SEABECK, SUSAN F | 06/15/2016 | 86.54 |
| 584350 | SEARS, SUSAN L | 06/15/2016 | 13.88 |
| 584351 | SHERATON BELLEVUE | 06/15/2016 | 1,857.87 |
| 584352 | SHIFLETT, DOLLY P | 06/15/2016 | 22.00 |
| 584353 | SHIPOWICK, BRICE DEAN | 06/15/2016 | 389.13 |
| 584354 | SHIPOWICK-SMITH COUNSELING | 06/15/2016 | 208.33 |
| 584355 | SHORT, CHERYL | 06/15/2016 | 208.33 |
| 584356 | SIMMONS, RACHAEL ALEXIS | 06/15/2016 | 1,025.00 |
| 584357 | SIX ROBBLEES INC | 06/15/2016 | 254.74 |
| 584358 | SKILLSOURCE | 06/15/2016 | 1,044.58 |
| 584359 | SLEEPING LADY RESORT | 06/15/2016 | 13,258.20 |
| 584360 | SMITH, JODI | 06/15/2016 | 202.00 |
| 584361 | SMITH, LLOYD | 06/15/2016 | 50.00 |
| 584362 | SOUTHARD, MITZI | 06/15/2016 | 132.84 |
| 584363 | ST JOSEPHS SCHOOL | 06/15/2016 | 2,029.00 |
| 584364 | STANS MERRY MART | 06/15/2016 | 1,092.32 |
| 584365 | STEFANIDES, KATIE M | 06/15/2016 | 28.45 |
| 584366 | STOLLER, HEIDI | 06/15/2016 | 12.03 |
| 584367 | STUMPF FARMS INC. | 06/15/2016 | 1,163.78 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|--------------------------------|------------|--------------|
| 584368 | SUPPLYWORKS | 06/15/2016 | 3,796.61 |
| 584369 | TACONY CORPORATION | 06/15/2016 | 681.70 |
| 584370 | TELEMATE.NET SOFTWARE | 06/15/2016 | 2,955.00 |
| 584371 | TEVEZ, ANDREA N | 06/15/2016 | 11.17 |
| 584372 | THACKERAY, ZANE | 06/15/2016 | 36.00 |
| 584373 | THE ADAM SAENZ GROUP PC | 06/15/2016 | 4,450.00 |
| 584374 | THRIFTY SUPPLY CO | 06/15/2016 | 219.69 |
| 584375 | TOLEDO, NOEL A | 06/15/2016 | 26.24 |
| 584376 | TROXELL COMMUNICATIONS | 06/15/2016 | 9,879.75 |
| 584377 | TURNER, LISA NAOMI | 06/15/2016 | 166.32 |
| 584378 | TWO CHEFS CATERING | 06/15/2016 | 379.40 |
| 584379 | ULTIMATE OFFICE | 06/15/2016 | 254.85 |
| 584380 | US GAMES | 06/15/2016 | 916.36 |
| 584381 | US TRANSMISSIONS | 06/15/2016 | 851.09 |
| 584382 | UZBL LLC | 06/15/2016 | 674.25 |
| 584383 | VANDERVORT, LESLEY S | 06/15/2016 | 121.81 |
| 584384 | VERIZON WIRELESS | 06/15/2016 | 578.78 |
| 584385 | VIAL, TIFFANY LYNN | 06/15/2016 | 173.64 |
| 584386 | VIRCO INC | 06/15/2016 | 3,822.72 |
| 584387 | VISSCHER, MEMORY D | 06/15/2016 | 13.99 |
| 584388 | VIVANCO, MATILDE | 06/15/2016 | 36.00 |
| 584389 | VOORTEX PRODUCTIONS | 06/15/2016 | 1,950.00 |
| 584390 | WA ASSOC FOR CAREER AND TECH E | 06/15/2016 | 90.00 |
| 584391 | WA SCHOOL FOR THE BLIND | 06/15/2016 | 100.00 |
| 584392 | WA ST SCHOOL FOR THE BLIND | 06/15/2016 | 3,243.73 |
| 584393 | WALSH, TRACY ANN | 06/15/2016 | 798.37 |
| 584394 | WALTERS, KAREN | 06/15/2016 | 232.42 |
| 584395 | WASTE MANAGEMENT | 06/15/2016 | 11,326.99 |
| 584396 | WASWUG | 06/15/2016 | 465.00 |
| 584397 | WATSON, DENISE MARIE | 06/15/2016 | 721.78 |
| 584398 | WEINSTEIN BEVERAGE CO | 06/15/2016 | 1,160.35 |
| 584399 | WELLS AND WADE MECHANICAL | 06/15/2016 | 179.33 |
| 584400 | WEN PETROLEUM CO | 06/15/2016 | 12,712.51 |
| 584401 | WEN VALLEY CHAMBER OF COMMERCE | 06/15/2016 | 550.00 |
| 584402 | WEN VALLEY DISPUTE RESOL CNTR | 06/15/2016 | 4,131.25 |
| 584403 | WEN WORLD | 06/15/2016 | 7,677.62 |
| 584404 | WENNERBERG, KELLY R | 06/15/2016 | 21.68 |
| 584405 | WEST COAST PAPER CO | 06/15/2016 | 3,008.10 |
| 584406 | WHS FFA | 06/15/2016 | 87.50 |
| 584407 | WIECZOREK, KEVIN | 06/15/2016 | 85.00 |
| 584408 | WIERSMA, DONALD JAY | 06/15/2016 | 20.00 |
| 584409 | WIGGINS, CAMERON WB | 06/15/2016 | 590.00 |
| 584410 | WILLIAMS, DIANNA LYNN | 06/15/2016 | 175.00 |
| 584411 | WILLIAMS, JEREMY BRACHEN | 06/15/2016 | 100.00 |
| 584412 | WILSON, MICHAEL E | 06/15/2016 | 64.96 |
| 584413 | WOODWIND AND BRASSWIND | 06/15/2016 | 1,129.67 |
| 584414 | WOOLSEY, JON MARK | 06/15/2016 | 70.85 |
| 584415 | WORKLAND AUTO PARTS | 06/15/2016 | 141.70 |
| 584416 | WSD | 06/15/2016 | 17.50 |
| 584417 | WSD ADMIN IMPREST | 06/15/2016 | 389.33 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|--------------------------------|------------|--------------|
| 584418 | WSD FOOD SERVICES CATERING | 06/15/2016 | 41.25 |
| 584419 | WSD FOODSERVICES MEAL TIME | 06/15/2016 | 50.00 |
| 584420 | WSU CHELAN COUNTY EXTENSION | 06/15/2016 | 9,600.00 |
| 584421 | WVC | 06/15/2016 | 850.00 |
| 584422 | ALLANA BUICK & BERS INC | 06/15/2016 | 10,343.75 |
| 584423 | FORSGREN ASSOCIATES | 06/15/2016 | 27,624.00 |
| 584424 | FULCRUM ENV. CONSULT, INC | 06/15/2016 | 4,562.92 |
| 584425 | HILL INTL INC | 06/15/2016 | 40,402.97 |
| 584426 | KING COUNTY DIRECTORS ASSN | 06/15/2016 | 123,995.39 |
| 584427 | LOWES HOME IMPROVEMENT | 06/15/2016 | 50.95 |
| 584428 | OFFICE DEPOT | 06/15/2016 | 274.19 |
| 584429 | TCF ARCHITECTURE PLLC | 06/15/2016 | 52,190.36 |
| 584430 | UZBL LLC | 06/15/2016 | 1,798.00 |
| 584431 | WLK JOINT VENTURE | 06/15/2016 | 2,603,464.48 |
| 584432 | WSD ADMIN IMPREST | 06/15/2016 | 6,305.82 |
| 584433 | A & A MOTORCOACH | 06/15/2016 | 1,650.00 |
| 584434 | BEST WESTERN AHTANUM | 06/15/2016 | 332.97 |
| 584435 | BEST WESTERN PLUS PASCO | 06/15/2016 | 801.66 |
| 584436 | CAFFE D'ARTE | 06/15/2016 | 92.42 |
| 584437 | CARROLL, RAFE | 06/15/2016 | 125.00 |
| 584438 | CITY OF WENATCHEE | 06/15/2016 | 520.65 |
| 584439 | COSTCO HOUSEHOLD BANK FSB DO | 06/15/2016 | 2,105.83 |
| 584440 | DANCE CREATION | 06/15/2016 | 1,000.00 |
| 584441 | DOMINOS PIZZA/KONA PIES LLC | 06/15/2016 | 343.05 |
| 584442 | EASTERN WA MEN'S BASKETBALL | 06/15/2016 | 500.00 |
| 584443 | GLADSJO, SUZANNE L | 06/15/2016 | 50.00 |
| 584444 | GPA EMBROIDERY INC | 06/15/2016 | 24.39 |
| 584445 | GRAVES, JODY | 06/15/2016 | 170.00 |
| 584446 | HAGLUNDS TROPHIES | 06/15/2016 | 1,425.50 |
| 584447 | HOBBY LOBBY | 06/15/2016 | 11.14 |
| 584448 | HOLIDAY INN RICHLAND | 06/15/2016 | 335.80 |
| 584449 | HOOKED ON TOYS | 06/15/2016 | 302.63 |
| 584450 | ICICLE BROADCASTING INC | 06/15/2016 | 250.50 |
| 584451 | IMAGE MARKET | 06/15/2016 | 467.82 |
| 584452 | JOSTENS | 06/15/2016 | 14,418.35 |
| 584453 | KIMMEL ATHLETIC SUPPLY | 06/15/2016 | 227.99 |
| 584454 | KING COUNTY DIRECTORS ASSN | 06/15/2016 | 294.39 |
| 584455 | KOVACH, JAMES | 06/15/2016 | 2,859.64 |
| 584456 | LINK TRANSPORTATION | 06/15/2016 | 105.00 |
| 584457 | LITTLE CAESARS PIZZA | 06/15/2016 | 27.10 |
| 584458 | MACDONALD, ADAM J | 06/15/2016 | 55.00 |
| 584459 | MCCOURT, HEATHER G | 06/15/2016 | 40.00 |
| 584460 | MONUMENTAL MEMORIES, LLC | 06/15/2016 | 200.00 |
| 584461 | NW SILK SCREEN & EMBROIDERY LL | 06/15/2016 | 669.48 |
| 584462 | PASCO HIGH SCHOOL | 06/15/2016 | 52.00 |
| 584463 | PIO ASB IMPREST | 06/15/2016 | 147.72 |
| 584464 | QUILL AND SCROLL | 06/15/2016 | 202.00 |
| 584465 | RED LION | 06/15/2016 | 3,049.06 |
| 584466 | RICHERSON, KRISSY D | 06/15/2016 | 75.96 |
| 584467 | SAFEWAY INC | 06/15/2016 | 207.32 |

| Check Nbr | Vendor Name | Check Date | Check Amount |
|-----------|-----------------------------|-------------------------|--------------|
| 584468 | SHILO INN & SUITES TACOMA | 06/15/2016 | 1,844.26 |
| 584469 | THREE LAKES GOLF COURSE | 06/15/2016 | 1,293.56 |
| 584470 | TRONSON, DENNIS HILTON | 06/15/2016 | 70.24 |
| 584471 | UNIVERSAL CHEER ASSOC | 06/15/2016 | 1,456.00 |
| 584472 | US BANK - C/O KARLYNN FUNK | 06/15/2016 | 2,308.00 |
| 584473 | VARSITY SPIRIT FASHIONS | 06/15/2016 | 9,397.45 |
| 584474 | WA DECA | 06/15/2016 | 9,983.70 |
| 584475 | WAHSET DISTRICT 1 | 06/15/2016 | 1,177.00 |
| 584476 | WHS | 06/15/2016 | 225.00 |
| 584477 | WHS ASB IMPREST | 06/15/2016 | 221.00 |
| 584478 | WSD | 06/15/2016 | 10,747.08 |
| 584479 | WSD ADVANCE TRAVEL | 06/15/2016 | 1,512.00 |
| 584480 | WSD FOOD SERVICES CATERING | 06/15/2016 | 1,635.22 |
| 584481 | WSU CHELAN COUNTY EXTENSION | 06/15/2016 | 585.00 |
| 584482 | WVC | 06/15/2016 | 180.00 |
| 584483 | ZEHNDER, JEFF A | 06/15/2016 | 199.55 |
| 349 | Computer | Check(s) For a Total of | 3,566,715.13 |

| | | | | |
|-----------|-----|-----------------------------------|-----------------------|--------------|
| | 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 |
| | 349 | Computer | Checks For a Total of | 3,566,715.13 |
| Total For | 349 | Manual, Wire Tran, ACH & Computer | Checks | 3,566,715.13 |
| Less | 0 | Voided | Checks For a Total of | 0.00 |
| | | | Net Amount | 3,566,715.13 |

F U N D S U M M A R Y



| Fund | Description | Balance Sheet | Revenue | Expense | Total |
|------|------------------|---------------|---------|--------------|--------------|
| 10 | General Fund | -1,434.91 | 0.00 | 621,161.78 | 619,726.87 |
| 20 | Capital Projects | 0.00 | 0.00 | 2,871,012.83 | 2,871,012.83 |
| 40 | Associated Stude | -56.27 | 0.00 | 76,031.70 | 75,975.43 |

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 Flonex, 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? |
|----------|----------------------------|-----------------|--|------------------------|--------------------------------|---|---|--------------|---------------------------|
| 05/26/16 | New | City of Seattle | Purchase of two-way digital radios, repeaters and system equipment | Approximately \$79,000 | <i>upon Approval</i> | <u>Adam Bergstrom</u> |  | | |
| | | | | Budget Code | | I have read this contract and recommend it for board approval.  | | | |
| | | | | 9700 67 5090 000 | | Initial <u>AB</u> Date <u>23 May 2016</u> | | | |

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

Agency Name City of Seattle
 Attention: Purchasing Services
 Street address or PO Box 700 5th Avenue Suite 4112 PO Box 94687
 City, State, Zip Code Seattle, WA 94687
 Email Address mearsm@seattle.gov
 Phone Number 206-684-4570

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

Purchase of two-way digital radios, repeaters and system equipment from Day Wireless Systems

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

Reviewed by Attorney _____

Signature

Requies Edits? _____

COOPERATIVE PURCHASING AGREEMENT

In accordance with RCW Chapter 39.34 and to all other applicable laws, The City of Seattle and Wenatchee School District #246, hereby agree to cooperative governmental purchasing agreement for various supplies, materials, equipment and routine, expert and/or consultant services, using competitively awarded contracts. The following terms and conditions shall apply:

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
2. Each agency is responsible for compliance with any additional or varying laws and regulations regarding purchases.
3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).
4. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.
5. Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.
6. This Agreement shall remain in force until cancelled in writing by either party.

Accepted for Wenatchee School District

Accepted for the City of Seattle:

By: _____

By: _____

Name: Brian Fiones

Name: Nancy Locke

Title: Superintendent

Title: Purchasing & Contracting Director

Date: _____

Date: _____



VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
 700 5th Ave Suite 4112
 P.O. Box 94687
 Seattle, WA 98124-4687

| | | |
|---------------------------------|---|------------------------|
| Vendor Contract # 0000003032 | Date 10/14/2015 | Change Order # 3 |
| Payment Terms Net 30 days | Freight Terms F.O.B Destination/Pre-Paid & Allowed | |
| Buyer: Laura Park | FAX: 206-233-5155 | Phone: 206-684-0445 |

Vendor #: 0000376857
 DAY MANAGEMENT CORP.
 d.b.a. DAY WIRELESS SYSTEMS
 2415 S 200th St
 Seatac, WA 98198

| |
|-------------------------------------|
| Ship To: CITY DEPARTMENTS |
| Bill To: SEE BELOW |

Contact: Matt Taylor
 Phone #: 206-400-6112 ext. 1556
 Email: MTaylor@daywireless.com

Day Management Corp. d.b.a. Day Wireless Systems was awarded a term contract for supplying to City Departments **Non-800 MHz 2-Way Radio Equipment, Maintenance, and Installation** on an "as needed" basis in accordance with Attachment #1, and City of Seattle Terms and Conditions, in receipt.

Original Contract Term: 05/01/12 through 4/30/17 with option to extend for one (1) additional 2-year period.

Change Order #1: Changes the vendor name from Ratelco Communications Services, Inc. to Day Management Corp. effective 01/01/13. The d.b.a. name remains the same.

Change Order #2: Issued 06/08/2015 to add Prevailing Wage language.

Change Order #3 issued to revise contract period to 05/01/2015 – 04/30/2016 with an option to extend for three additional years in one year increments. Change Order #3 adds the prevailing wage hourly rate for Radio Technician and Radio Mechanic, and also adds additional prevailing wage language, as follows:

The prime contractor and all approved subcontractors will be required to file an affidavit at the end of the contract period and a new intent filed at the beginning of the new contract extension. The following language is added to the contract:

Payroll, wage, and cost records shall be retained, and may be audited or inspected. The Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages are subject to investigation—including but not limited to on-site compliance interviews—by City Purchasing and Contracting Services (CPCS) and L&I in regard to payment of the required prevailing wage to workers, laborers, and mechanics employed on the project. If the

Authorized Signature/Date
CP for TX
 Pam Tokunaga 10/14/15

investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, the Owner may withhold payments to the Contractor. The Contractor or Subcontractor may also be subject to civil penalties and may be prohibited from bidding on any contract within the State of Washington for the period specified by law.

If there is a dispute regarding classification or application of wages, CPCS and the Contractor shall attempt to resolve the dispute and correct documents accordingly. If unresolved within thirty (30) Calendar Days, CPCS may conduct an investigation or refer the dispute to L&I, and/or U.S. Department of Labor, as applicable. If CPCS conducts an investigation, CPCS will provide written notice to the Contractor of the investigation and after such investigation is complete, will furnish written determination to the Contractor. The Contractor may appeal this determination in writing to the Director of CPCS. Other parties may file complaints to the City, L&I or US DOL. If the Contractor disagrees with the dispute determination of the City, the matter may be referred to the Director of L&I.

Vendor is required to maintain insurance coverage as specified in the Terms and Conditions.

Change order #3 per emails dated 10/07/15 and 10/13/15, C. Atwood/M. Taylor

For all contractual matters, contact Laura Park, Purchasing & Contracting Services at 206-684-0445 or laura.park@seattle.gov

In all other respects, this contract remains unchanged.

Authorized Signature/Date

pt

Attachment #1
Vendor Contract #0000003032
Change Order #3

Day Management Corp.
d.b.a. Day Wireless Systems
2415 S 200th St
Seatac, WA 98198
Contact: Matt Taylor
Phone: 206-400-6112 ext. 1556
Mobile: 206-965-5413
E-Mail: MTaylor@daywireless.com

1. SCOPE OF WORK

Vendor will furnish, diagnose and repair radio communication equipment and accessories including removal of and installation in City vehicles or facilities, when requested. Equipment will include two-way radios, cell phones, mobile and portable radios, base stations including associated support equipment. Vendor(s) will mount/install, diagnose and repair City furnished transmission tower top amplifiers, antennas, cabling, connectors and ground kits, voter systems, RF control equipment (i.e. consoles, phone lines alarm systems) when requested.

2. CONTRACT PROVISIONS

Contract Term: This contract shall be for a term of five (5) years from 5/01/12 through 4/30/17 with an option to extend for one (1) additional 2-year period.

Ordering Procedures: Orders will be placed directly by City Departments either by phone, e-mail or fax and confirmed by Vendor. It is the responsibility of the Vendor to provide each ordering department the most current parts list, either in catalog or disk, indicating the manufactures suggested prices. There is no maximum dollar amount limitation per order as long as the order is for product or service specifically within the scope of the contract.

Vendor Usage Reports: Within ten (10) business days of a request by the City, the Vendor shall supply to the City a usage report in the format requested by the City. The report must be clearly titled (Company name, contact information, dates of report period). The Vendor will provide, upon a request by the City, information sorted according to the City request, which may include: invoice specific detail or summary detail, by item name, by the user name (the department customer placing the order), by City Department, and date of order.

Price Discounts (items 1-11): Percentage discounts from manufacture's list price shall be firm-fixed throughout the term of the contract unless a higher discount is offered due to order quantities or specials. The City of Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

Labor Rate Changes (items 12 -15): Labor rates and fees shall be firm-fixed throughout the first year of any resulting contract. The Vendor may request a rate or fee increase annually, at least 45 days prior to the contract anniversary date, clearly identifying the item impacted by the increase including sufficient documentation to justify it. Any increases must be based on U.S. published indices such as the CPI/PPI. The decision to accept any rate or fee increase will be at the sole discretion of the Buyer and, if not acceptable, the City may exercise option to cancel the contract.

Cost Reductions: Any cost reductions to the Vendor, such as rebates or "specials", shall be reflected in a reduction of the contract price effective immediately. The City will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

Contract Expansion: This contract may be further expanded to include any other item normally offered by the Vendor, as long as the price of such additional products is based on the same discount formula as the listed products.

Right to Replace Products & Product Discontinuance: In the event the manufacturer discontinues or replaces a product, Vendor may request the City substitute a new product or model on the contract. The City may allow the Vendor to provide a substitute product, upon confirmation that the product has been discontinued. Pricing for such a product replacement or substitute must be the same discount rate as provided to the City on the original product.

Cancellation of Orders: The City may cancel an order before delivery without penalty or charge, providing that the Vendor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Vendor may charge the City a cancellation penalty up to but not to exceed 10% computed on the net contract price of the cancelled item(s).

Returns and Restocking:

- (a) Vendor Error: No restocking charge for items ordered due to Vendor error. Vendor pays all shipping costs.
- (b) Stocked Items: No restocking penalty applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.
- (c) Non-Stocked items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. Vendor may charge the purchaser a penalty up to but not to exceed 10% penalty computed on the net contract price of the returned item(s). Customer pays the shipping cost.
- (d) Failure to perform: If Vendor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Vendor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

Environmental Standards: The City seeks to ensure that all purchases comply with recent environmental standards and product specifications. The USEPA Standards for this product shall be a minimum specification, if any such standards have been published by the USEPA, unless specified otherwise herein. See <http://www.epa.gov/epaoswcr/non-hw/procure/index.htm>

Factory Authorized Dealer: The Vendor has certified that he/she is a factory authorized dealer/distributor of products covered under this contract and is qualified and equipped to offer in-house service, maintenance, technical training assistance, and warranty services, including available of spare parts and replacement unites.

Permits: All necessary permits required to perform work are to be supplied by the Vendor at no additional cost to the City.

Trial Period and Right to Award to Next Low Bidder: A ninety (90) day trial period shall apply to this contract. During the trial period, the Vendor must perform in accordance with all terms and conditions of

the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive bidder by mutual agreement with such bidder. Any new award will be for the remainder of the contract and will also be subject to this trial period.

Product Delivery: Vendor will deliver product to the Seattle location specified by the City Department. Freight terms shall be F.O.B Destination, Prepay & Allowed if delivery is within the Seattle City Limits. If outside the Seattle City Limits, freight terms shall be F.O.B. Destination, Prepay & Add. Freight shall include all transportation, unloading and inside delivery to the ordering department. To expedite delivery, City Departments may, from time-to-time elect to pick-up at vendor's facility. Note: Deliver and pick-up of vehicles will always be the City's responsibility.

Quality Assurance: The City shall reject any defective product delivered by Vendor and will be replaced by the Vendor within two (2) business days with same product at no additional cost to the City.

Invoicing: After the product has been delivered to and accepted by the City Department, the Vendor will submit the invoice to same, Attn: Accounts Payable. City billing addresses will be indicated on the contract.

Customer Service: Vendor shall designate a customer service representative to this contract to provide customer service to include, but not limited to, resolving invoice and/or product discrepancies, expedite deliveries, accurately checking available stock and timely updating the City Department on pending deliveries.

Contract Utilization: The City shall not be bound to utilize this contract, and retains the right to terminate the contract at their convenience.

3. PRICING AND OTHER INFORMATION

Pricing: Minimum percentage discount from manufacturer's published price list, for items 1 through 8 and labor rates and fees, for items 9, 10, 11 and 12.

Hardware

| Item | Manufacture | % discount (equipment) | % discount (accessories) | % discount (parts) |
|------|-----------------|---------------------------|-----------------------------|-----------------------|
| 1 | TELEX/BOSCH | 10 | 20 | 20 |
| 2 | ICOM | 15 | 20 | 20 |
| 3 | KENWOOD | 15 | 20 | 20 |
| 4 | MIDLAND | 10 | 20 | 20 |
| 5 | MOTOROLA | 18 | 20 | 20 |
| 6 | VERTEX STANDARD | 18 | 20 | 20 |
| 7 | UNIDEN/COBRA CB | 10 | 20 | 20 |

Attachment #1
 Vendor Contract #0000003032
 Change Order #3

| | | | | |
|---|--------|----|----|----|
| 8 | ZETRON | 10 | 20 | 20 |
|---|--------|----|----|----|

Labor

(rates and prices based on normal business hours 8:00AM – 5:00PM, M-F.

| | (bench) | (field) |
|-----------------------------|--|--|
| 9. <u>Radio Technician:</u> | Labor Rate: Price TBD Prevailing Wage: TBD Minimum Hours: 1HR | Labor Rate: \$110.00/HR Prevailing Wage: \$124.00/HR Minimum Hours: 1HR |
| 10. <u>Radio Mechanic:</u> | Labor Rate: Price TBD Prevailing Wage: TBD Minimum Hours: 1 HR | Labor Rate: \$ 95.00/HR Prevailing Wage: \$109.00/HR Minimum Hours: 1 HR |

Adder to the Above Field Rates for After Hours Response Adder: 1.5 regular rate/HR
 Minimum Hours: 1HR

11. Mobile Installation:
 Dash Mount \$183.00/EA
 Trunk Mount \$256.00/EA

12. Mobile Removal:
 Dash Mount \$73.00/EA
 Trunk Mount \$110.00/EA

Bench repair is available upon request. Price is dependent upon model number.
 Minimum Hours (field): 1 HR

Note: For field services, billing hours will begin when workers arrive on jobsite if located within the Seattle City Limits.

Other Information

Payment Terms: N30
 Freight Terms: F.O.B. Destination; Prepaid & Allowed (within Seattle City Limits)
 F.O.B. Destination; Prepaid & Add (outside Seattle City Limits)

The City of Seattle has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. The Vendor has agreed to sell additional items at the bid price, terms and conditions to other governmental agencies. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies.

From: HEATHS@sao.wa.gov
Subject: Response to Client Helpdesk Request 56993
Date: June 3, 2016 at 1:26 PM
To: watson.d@wenatcheeschools.org
Cc: heaths@sao.wa.gov, threshec@sao.wa.gov, kleinj@sao.wa.gov, pritchab@sao.wa.gov, palmerm@sao.wa.gov, strzalkaa@sao.wa.gov, fentonc@sao.wa.gov



Your request # 56993 for Wenatchee School District No. 246 has been resolved.

Your question was:

When piggybacking on a City's bid for radios, is advertisement on the City's website sufficient?

The background information you provided was:

WSD is looking into Interlocal Purchasing (currently with the City of Seattle for two way digital radios). We want to cover all the bases before we enter into any agreements. When I look at RCW 28A.335.190 - is see "complete plans and specifications for such work or purchases shall be prepared and notice by publication given in at least one newspaper of general circulation within the district". However, I attended Interlocal Purchasing session at WASBO and was given a reference to RCW 39.34.030 5b which states in part "obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice" So my question to you - If we enter into a interlocal agreement with City of Seattle for the radios, 1. Are we covered if they advertised their bids on the City of Seattle website and we have the link (or print the webpage) for their Invitation to Bid. if so, 2. What documentation should we have in regards to using their contract?

=====
Our response is as follows:

Good Afternoon,

Thank you for talking to me about your piggybacking question. When retaining documentation related to your piggyback purchase, we would expect you to be able to demonstrate your own bid laws were satisfied by the lead entity. This could include having copies of the lead entity's bid documents (advertisement, bid tabulation (summary of bids received), governing body approval of the contract in meeting minutes, etc.). The key is that you have internal controls to ensure that the lead entity procured the contracts in a way that satisfies the District's bid law requirements.

It would also be the District's responsibility to ensure the award met bid award requirements. For example, if the District must purchase from the lowest responsible bidder, it may only use another government's contract if the award was to the lowest responsible bidder. Also, if the purchase amount is above the entity's formal bid limit, then the other jurisdiction's contract must have been formally bid.

You had specifically inquired about advertising in a local newspaper. We would expect that the entity you wish to piggyback from met this requirement for their jurisdiction. It would not be necessary to ensure that they also published an advertisement in your local newspaper.

Lastly, we would expect the District to enter into an interlocal agreement to use another entity's bid.

Please let me know if you have any further questions.

Sara

=====
If you have additional follow-up questions, please reference this request number when you contact us again. A copy of this response is provided to your audit team to ensure that we are consistent and efficient when working with you.

Sincerely,
Sara Heath

Disclaimer: Answers are informational only and are based on the specific circumstances presented. As laws and circumstances change, or additional facts are presented, the answer is subject to change. The information provided by the Washington State Auditor's client helpdesk is not a legal or a binding opinion.

Neither the State of Washington nor any agency, officer, or employee of the State of Washington warrants the accuracy, reliability or timeliness of any information in the Public Access System and shall not be liable for any losses caused by such reliance on the accuracy, reliability, or timeliness of such information. Portions of such information may be incorrect or not current. Any person or entity that relies on any information obtained from the System does so at his or her own risk.





City Purchasing

Current Contract Information

General Information 206-684-0444

ALERTS

This contract is not intended for anything that is more properly classified as Public Works. This contract is limited to only those items expressly provided for in this contract. Do not use for federally funded purchases without a specific review for your grant funding requirements.

| | | | |
|--|--|---|---|
| Contract Title: Non-800MHz 2-Way Radio Equipment & Maintenance | | Contract # 3032 | |
| Buyer | Name: Laura Park | Phone: 684-0445 | E-Mail: Laura.park@seattle.gov |
| Vendor (name/address) | Day Management Corp. 2415 S 200 th St Seatac, WA 98198 | | Vendor ID# 0000376857 |
| Vendor Contact | Contact: Scott Umemoto | | |
| | Phone: 206-878-3750 | Fax: 206-878-1926 | E-Mail: sumemoto@daywireless.com |
| WMBE Status | No WMBE ownership | | |
| Description | <ul style="list-style-type: none"> This contract is a result of a formal ITB #CTY-26 issued 3/13/12 | | |
| Contract Term | 5/01/12 through 4/30/17 | | |
| Future Extension Option | One additional 2-year period | | |
| Freight Terms | FOB Destination Prepaid & Allowed (within Seattle City Limits) F.O.B. Destination Prepaid & Add (outside Seattle City Limits) | | |
| Prompt Pay Discount | Net 30 days | | |
| Delivery ARO | As required | | |
| Order Instructions | For Use By: All City Departments | Order Limit: None | |
| Contracting Options | <input type="checkbox"/> This is the only City contract for this product. Unless a separate competitive process is undertaken, this contract must be used when a product is sought that matches contract offerings. Call the Buyer for advice. <input checked="" type="checkbox"/> This is one of several contracts awarded for this product. The City may select among any of the following: Puget Sound Instrument #3033 | | |
| Comprehensive Contract | Current Pricing | Original ITB | |
|  Day Wireless Contract.pdf | |  ITBCTY26.doc | |



City Purchasing

Current Contract Information

General Information 206-684-0444

| | | |
|--|------------------------------------|---------|
| Contract History | Contract Start Date | 5/01/12 |
| | Change Order #1 Change Vendor Name | 2/08/13 |
| Vendor Emergency Contact Information | | |
| Emergency Contact Name | Robert Miesse | |
| Emergency Phone Number | 253-606-1951 | |
| Back-Up Emergency Phone Number | | |
| Contact information for company locations areas outside Seattle that can be called upon in an emergency Alternative Address | | |



City of Seattle

**Invitation to Bid #CTY-26
TWO-WAY RADIO EQUIPMENT & MAINTENANCE**

Closing Date & Time: April 11, 2012 2:00PM (Pacific)

| Solicitation Schedule | Date |
|---|----------------|
| ITB Issued | 3/13/12 |
| Pre-Bid Conference (Optional) | 3/22/12@9:30AM |
| Deadline for Questions | 3/28/12 |
| City Answers Posted | 4/04/12 |
| Sealed Bids Due to the City | 4/11/12 |
| Announcement of Apparent Successful Bidder(s) | 4/18/12 |
| Contract Award and Start Date | 5/01/12 |

The City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.

BIDS MUST BE RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME AT THIS LOCATION:

Mark the outside of your mailing envelope with "ITB #CTY-26".

If delivered by the U.S. Postal Service, it must be addressed to:

Michael Mears
City of Seattle Purchasing and Contracting Services
PO Box 94687
Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, address to:

Michael Mears
City of Seattle Purchasing and Contracting Services
Seattle Municipal Tower
700 5th Ave., Suite 4112
Seattle, WA 98104-5042

1. BACKGROUND & PURPOSE OF THIS INVITATION TO BID

The City of Seattle requires a source of supply to furnish two- way radio communication hardware and parts of various manufactures and to furnish repair and installation services when requested. This service is in support of the City's existing two-way radio communication systems. Based on past usage for the preceding twelve months, the City may purchase approximately \$150,000 of products and services annually although actual dollars spent in future years may increase or decrease. Through this Invitation to Bid (ITB), the City of Seattle solicits bids from interested and qualified vendors to furnish radio communication system parts, hardware and maintenance to City Departments on an "as needed" basis.

2. SOLICITATION OBJECTIVES.

The objective of the ITB process is to award a multi-year term contract to a qualified vendor(s) having the ability to furnish radio communication system parts, hardware and/or maintenance in accordance with the general conditions and specifications stated herein. Although it is the City's intent to establish a single source of supply, contracts may be awarded to more than one bidder based on brand offering, proximity of bidder's facility or any other factors deemed important to the City.

3. MINIMUM QUALIFICATIONS

The following is a minimum qualification that the Vendor must meet in order to be eligible to be awarded a contract. Responses must clearly show compliance to this minimum qualification.

- Vendor must be a factory authorized dealer/distributor of product bid and is qualified and equipped to offer in-house service, maintenance and technical training assistance including availability of spare parts and replacement units.

4. SCOPE OF WORK

Vendor(s) will furnish, diagnose and repair radio communication equipment and accessories including removal of and installation in City vehicles or facilities, when requested. Equipment will include two-way radios, cell phones, mobile and portable radios, base stations including associated support equipment. Vendor(s) will mount/install, diagnose and repair City furnished transmission tower top amplifiers, antennas, cabling, connectors and ground kits, voter systems, RF control equipment (i.e. consoles, phone lines alarm systems) when requested.

5. CONTRACT PROVISIONS

Contract Term: Any resulting contract will be for a five (5) year period starting on the date of award with option to extend for one (1) additional 2-year period.

Ordering Procedures: Orders will be placed directly by City Departments either by phone, e-mail or fax and confirmed by Vendor. It is the responsibility of the Vendor to provide each ordering department the most current parts list, either in catalog or disk, indicating the manufactures suggested prices. There is no maximum dollar amount limitation per order as long as the order is for product or service specifically within the scope of the contract.

Vendor Usage Reports: Within ten (10) business days of a request by the City, the Vendor shall supply to the City a usage report in the format requested by the City. The report must be clearly titled (Company name, contact information, dates of report period). The Vendor will provide, upon a request by the City, information sorted according to the City request, which may include: invoice specific detail or summary detail, by item name, by the user name (the department customer placing the order), by City Department, and date of order.

Price Discounts (items 1-11): Pricing shall be prepared with the following contract terms considered. Percentage discounts from manufacture's list price, if offered, shall be firm-fixed throughout the term of the contract unless a higher discount is offered due to order quantities or specials. The City of Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

Labor Rate Changes (items 12 -15): Labor rates and fees quoted, if any, shall be firm-fixed throughout the first year of any resulting contract. The Vendor may request a rate or fee increase annually, at least 45 days prior to the contract anniversary date, clearly identifying the item impacted by the increase including sufficient documentation to justify it. Any increases must be based on U.S. published indices such as the Producer Price Index. The decision to accept any rate or fee increase will be at the sole discretion of the Buyer and, if not acceptable, the City may exercise option to cancel the contract.

Cost Reductions: Any cost reductions to the Vendor, such as rebates or "specials", shall be reflected in a reduction of the contract price effective immediately. The City will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

Contract Expansion: Any resultant contract may be further expanded to include any other item normally offered by the vendor, as long as the price of such additional products is based on the same discount formula as the listed product.

Right to Replace Products & Product Discontinuance: In the event the manufacturer discontinues or replaces a product, Vendor may request the City substitute a new product or model on the contract. The City may allow the Vendor to provide a substitute product, upon confirmation that the product has been discontinued. Pricing for such a product replacement or substitute must be the same discount rate as provided to the City on the original product.

Cancellation of Orders: The City may cancel an order before delivery without penalty or charge, providing that the Vendor has not incurred any special production costs such as custom fabrication in fulfilling the order. If the City cancels the order after production has begun for a non-standard or custom order, then the Vendor may charge the City a cancellation penalty up to but not to exceed 10% computed on the net contract price of the cancelled item(s).

Returns and Restocking:

- (a) Vendor Error: No restocking charge for items ordered due to Vendor error. Vendor pays all shipping costs.
- (b) Stocked Items: No restocking penalty applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.
- (c) Non-Stocked items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. Vendor may charge the purchaser a penalty up to but not to exceed 10% penalty computed on the net contract price of the returned item(s). Customer pays the shipping cost.
- (d) Failure to perform: If Vendor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Vendor error. No restocking charge shall be charged to the

City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

Environmental Standards: The City seeks to ensure that all purchases comply with recent environmental standards and product specifications. The USEPA Standards for this product shall be a minimum specification, if any such standards have been published by the USEPA, unless specified otherwise herein. See <http://www.epa.gov/epaoswer/non-hw/procure/index.htm>

Factory Authorized Dealer: By submitting an Offer, the Vendor certifies that it is a factory authorized dealer/distributor of product quoted and is qualified and equipped to offer in-house service, maintenance, technical training assistance, and warranty services, including available of spare parts and replacement unites.

Permits: All necessary permits required to perform work are to be supplied by the Vendor at no additional cost to the City.

Trial Period and Right to Award to Next Low Bidder: A ninety (90) day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the vendor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive bidder by mutual agreement with such bidder. Any new award will be for the remainder of the contract and will also be subject to this trial period.

Product Delivery: Vendor will deliver product to the Seattle location specified by the City Department. Freight terms shall be F.O.B Destination, Prepay & Allowed if delivery is within the Seattle City Limits. If outside the Seattle City Limits, freight terms shall be F.O.B. Destination, Prepay & Add. Freight shall include all transportation, unloading and inside delivery to the ordering department. To expedite delivery, City Departments may, from time-to-time elect to pick-up at vendor's facility. Note: Deliver and pick-up of vehicles will always be the City's responsibility.

Quality Assurance: The City shall reject any defective product delivered by Vendor and will be replaced by the Vendor within two (2) business days with same product at no additional cost to the City.

Invoicing: After the product has been delivered to and accepted by the City Department, the Vendor will submit the invoice to same, Attn: Accounts Payable. City billing addresses will be indicated on the contract.

Customer Service: Vendor shall designate a customer service representative to any resulting contract to provide customer service to include, but not limited to, resolving invoice and/or product discrepancies, expediting deliveries, accurately checking available stock and timely updating the City Department on pending deliveries.

Contract Utilization: The City shall not be bound to utilize any resulting contract, and retains the right to terminate the contract at their convenience.

6. INSTRUCTION TO BIDDERS.

Bid Procedures and Process.

This chapter details City procedures for directing the ITB process. The City reserves the right in its sole discretion to reject the Bid of any vendor that fails to comply with any procedures outlined in this chapter.

Registration into City Registration System.

If you have not previously completed a one-time registration into the City of Seattle Registration system, we request that you register at this time at: <http://www2.seattle.gov/VendorRegistration/>. The Registration System is used by City staff to locate your contract(s) and identify companies for bid lists on future purchases. Bids are not rejected for failure to register, however, if you are awarded a contract and have not registered, you will be required to register, or you will be added into the system. Women and minority owned firms are asked to self-identify. If you need assistance, please call 206-684-0444.

Communications with the City.

All vendor communications concerning this acquisition shall be directed to the Senior Buyer. The Buyer is:

Michael Mears
Phone: 206-684-4570 Fax: 206-233-5155
E-mail: michael.mears@seattle.gov

Unless authorized by the Buyer, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the Buyer is advised that such material is used at the Vendor's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the bid submittal deadline, Bidders shall not contact the City Buyer or any other City employee, except to respond to a request by the City Buyer. The Vendor may obtain status of the project on the City website at <http://www.seattle.gov/purchasing/>

Contact by the vendor to obtain information regarding this acquisition from anyone other than the Buyer may be grounds for rejection of the vendor's Bid.

Pre-Bid Conference.

The City shall conduct an optional Pre-Bid conference at the date and time on page 1, at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle, Washington. Vendors are not required to attend in order to be eligible to submit a Bid. The purpose of the meeting is to answer questions potential Vendors may have regarding the solicitation document and to discuss and clarify issues. This is an opportunity for Vendors to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-bid conference.

Those unable to attend in person may participate via telephone. The Buyer will set up a conference bridge for Vendors interested in participating via conference call. Contact the Buyer at least two days in advance of the conference when requesting access by phone.

Questions.

Questions shall be submitted electronically to **the buyer, Michael Mears, michael.mears@seattle.gov no later than the date and time on page 1.** Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Bidder of any responsibilities under this Bid or any subsequent contract. It is the responsibility of the Bidder to assure that they received responses to the questions if any are issued.

Changes to the ITB/Addenda.

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. A change to this ITB will be made by formal written addendum issued by the City's Buyer. Addenda issued by the City shall become part of this ITB specification and will be included as part of the final Contract. It is the responsibility of the interested Vendor to assure that they have received Addenda.

Bid Blog

Our website has an option for those companies familiar with RSS Technology. You may opt to subscribe to an "RSS Feed" on our new Blog (titled "The Buy Line"). This is optional; it is for your convenience and recommended for those companies familiar with RSS technology. If you are not familiar and would like to learn, you may call the City Buyer for assistance. The RSS Feed technology provides alerts for updates, including addenda, or information that is posted on our blog for the solicitation you are interested in. <http://www.seattle.gov/purchasing/>

Receiving Addenda and/or Question and Answers.

The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested Bidders. The City intends to make information available on the City website. The City website for this ITB and related documents is: <http://www.seattle.gov/purchasing/> Notwithstanding efforts by the City to provide such notice to known Bidders, it remains the obligation and responsibility of the Bidder to learn of any addenda, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Vendor from the sole obligation for learning of such material.

Submittal Requirements

This section details City procedures for bid submittal.

1. The City may designate page limits for certain sections of the response. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
2. Proposers have full responsibility to ensure the response arrives at the City within the deadline. A late submittal may be rejected, unless the lateness is waived as immaterial by the City Purchasing and Contracting Services Director, given specific fact-based circumstances. Late responses may be returned unopened to the submitting firm; or PCSD may accept the package and make a determination as to lateness.
3. The response should be in an 8 1/2" by 11" format. Non-recyclable materials are strongly discouraged. Proposers are encouraged to "double side". If there are page limitations, one side of a printed page is considered one page.
4. **NOTE:** The City will not accept Fax and CD copies as an alternative to the paper or electronic e-mail copy submittal. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will be the only official version accepted by the City.

Late Submittals:

The submitter has full responsibility to ensure the response arrives at City Purchasing within the deadline. A submittal after the time fixed for receipt will not be accepted unless the lateness is waived by the City as immaterial based upon a specific fact-based review. Responses arriving after the deadline may be returned unopened to the Vendor, or the City may accept the package and make a determination as to lateness.

Paper Copy Submittal:

Submittal Requirements: One (1) original, (2) copies, and one (1) CD copy of the response must be received no later than the date and time specified on the procurement schedule or as otherwise amended.

Table 2: Paper Copy Submittal Addresses

| Physical Address (courier) | Mailing Address (For US Post Office mail) |
|--|--|
| City Purchasing and Contracting Services Div. Seattle Municipal Tower 700 Fifth Ave Ste 4112 Seattle, WA 98104-5042 | City Purchasing and Contracting Services Div. Seattle Municipal Tower P.O. Box 94687 Seattle, WA 98124-4687 |

1. Paper-copy submittals should be in a sealed box or envelope clearly marked and addressed with the PCSD Buyer name, bid title and number. If packages are not clearly marked, the Bidder has all risks of the package being misplaced and not properly delivered.
2. The submittal may be hand-delivered or must otherwise be received by the Buyer at the address provided, by the submittal deadline. Please note that delivery errors will result without careful attention to the proper address.
3. Submittals and their packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer.

Preferred Paper and Binding

The City requests a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

1. City seeks and prefers submittals on 100% PCF paper, consistent with City policy and City environmental practices. Such paper is available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.
2. Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock. Such binders are available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.
3. Please double-side submittal.

Electronic Copy Submittal:

In lieu of an official paper copy, bidders may submit their bid documents via an e-mail process described below with all other bid requirements remaining the same. The City will use a secure mailbox to receive and protect bids for a sealed opening at the designated date and time.

1. To submit an electronic copy, bidders can e-mail their bid documents on or before the bid opening date and time as shown on Table 1 - Procurement Schedule or as otherwise amended to:
Note: Do not e-mail a copy of your bid response to any other e-mail address.
2. Title the e-mail with the bid title, number and company name.
3. Any risks associated with the electronic transmission of the bid submittal are borne by the Bidder.
4. The City e-mail system will generally allow documents up to, but no larger than, 20 Megabytes.
5. If the bidder also submits a paper-copy, the City will determine which form takes precedence in the event of discrepancies.
6. The City intends to send a confirming e-mail in reply. However, a bidder may also call 206-684-0444 to confirm that their bid has been received by the City.

Bid Opening.

The Bid shall be publicly opened by the City at the date and time specified, at the City Purchasing office. The City requests bidders honor the City effort to safeguard pricing or proposal information until an Intention to Award is announced. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information, as required by State Law. Should any bidder request pricing information prior to City award, all bidders may be informed of such by the City.

Bid and Price Specifications.

Bidder shall specify Offer on the form provided, indicating unit prices for each item, attaching additional pages if needed. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City may correct the extended price accordingly. Unless specified otherwise on the Offer Form, Bidder shall quote prices F.O.B Destination with freight prepaid and allowed. All prices are to be in US Dollars.

Do Not Mark your Offer Form with Exceptions nor Add Alternative Boilerplate.

The City will reject bids that the Buyer finds to be taking material exception to the City specifications and City contract. Therefore, be careful that you don't add information or mark-up forms in a manner that may appear to be a change or exception. Don't take exceptions, don't offer alternatives (unless the City specifically requests), and don't mark the Offer with changes to specifications or the contract. Don't attach your own boilerplate. Even a request to consider an exception or an attachment "for our information" could result in rejection of your bid. This decision will be made in the sole opinion of the Buyer.

Prohibition on Advance Payments.

State law prohibits the City from paying in advance for goods and services. No request for early payment, down payment or partial payment will be honored; payment shall be made only upon delivery of units. Maintenance may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance and satisfactory compliance.

Partial and Multiple Awards.

Unless stated to the contrary in the Scope of Work, the City reserves the right to name a partial and/or multiple awards, in the best interest of the City. Bidders are to prepare pricing and Offers given the City's intention to utilize the right to a partial or multiple award, in the best interest of the City. Further, the City may eliminate an individual line item when calculating award, in order to best meet the needs of the City, if a particular line item is not routinely available or is a cost that exceeds the City funds.

All or None Bid.

If the Bidder is submitting an All or None bid, such a bid must be clearly marked on the Offer Form. The City may calculate bids based on partial awards to achieve the most favorable overall pricing, and an All or None bid may therefore be less favorable than the overall calculation of a partial award from multiple Bidders.

Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether bidders provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a "Vendor Questionnaire" which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

Women and Minority Subcontracting.

The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are underrepresented. The City requires all Bidders agree to SMC Chapter 20.42, and require bids with meaningful subcontracting opportunities to supply a Inclusion Plan for including minority and women owned firms. This form is embedded in the Vendor Questionnaire. The City reserves the right to improve the Plan with the successful bidder Bidder before contract execution. Good faith efforts to perform will be a material contract provision. Bidders should use whatever selection methods and strategies the Prime Bidder finds effective for successful WMBE participation. At the request of the City, Vendors must furnish evidence of the Vendor's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance.

Prompt Payment Discount.

On the Offer form or submittal, the Bidder may state a prompt payment discount term, if the Bidder offers one to the City. A prompt payment discount term of ten or more days will be considered for bid tabulation.

Taxes.

The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City). Washington state and local sales tax will be an added line item although taxes are not used in bid tabulation for purposes of award.

Interlocal Purchasing Agreements.

This is for information only and consent of the Bidder, and will not be used to determine award. RCW 39.34 allows cooperative purchasing between public agencies, non profits and other political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle may purchase from Contracts established by the City. The seller agrees to sell additional items at the bid prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other

governmental agencies. Should the Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon Offer to the City.

Contract Terms and Conditions.

Bidders are to carefully review all specifications, requirements, Terms and Conditions (see Attachment #1) and other requirements herein. Submittal of a proposal is agreement to all Terms and Conditions. All documents and responses are considered a part of the resulting contract executed with the City. All such specifications, requirements, terms and conditions are mandatory and all submittals should anticipate full compliance with no exceptions to these terms and conditions.

Effective Dates of Offer.

Offer prices and costs in Vendor submittal must remain valid until City completes award. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Buyer prior to the bid closing date.

Taxpayer Identification Number and W-9.

Unless the apparently successful Vendor has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the apparently successful Vendor must execute and submit this form prior to the contract execution date.



G:\Purchasing\
Keeper of the Forms\

Proprietary Bid Material.

The City requests that companies refrain from requesting public disclosure of bid information until an intention to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or resolicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information as required by State Law.

Bidders should understand that any records (including but not limited to Bid or Bid submittals, the Agreement, and any other contract materials) they submit to the City become public records under Washington State law (See RCW Chapter 42.17, the Public Disclosure Act, at <http://www.leg.wa.gov/wsladm/rcw.cfm>). Public records must be promptly disclosed upon request unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas (See RCW 42.17.260(1), RCW 42.17.310(1) (h), and RCW Ch. 19.108). However, public-disclosure exemptions are narrow and specific. Vendors are expected to be familiar with any potentially-applicable exemptions, and the limits of those exemptions.

Bidders are obligated to separately bind and clearly mark as “proprietary” information any Bid records they believe are exempted from disclosure. The body of the Bid may refer to these separately-bound records. Vendors should mark as “proprietary” only that information they believe legitimately fits within a public-disclosure exemption. The City may reject solicitation responses that are marked proprietary in their entirety. If the City receives a public disclosure request for records that a vendor has marked as “proprietary” information, the City may notify the vendor of this request and postpone disclosure briefly to allow the vendor to file a lawsuit under RCW 42.17.330 to enjoin disclosure. However, this is a courtesy of the City and not an obligation.

The City has no obligation to assert an exemption from disclosure. If the Bidder believes that its records are exempt from disclosure, the Bidder is obligated to seek an injunction under RCW 42.17.330. By submitting a bid the Bidder acknowledges this obligation; the vendor also acknowledges that the City will have no obligation or liability to the Bidder if the records are disclosed.

Cost of Preparing Bids.

The City will not be liable for any costs incurred by the Bidder in the preparation and presentation of Bids submitted in response to this ITB including, but not limited to, costs incurred in connection with the Bidder's participation in demonstrations and the pre-Bid conference.

Bidder Responsibility.

It is the Bidder responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Bidders must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Vendors as set forth in the Washington Revised Statutes.

Seattle Business Licensing and Associated Taxes.

Before a contract is signed, you will be asked to provide a Seattle Business license. All costs for any licenses and permits shall be borne by the Vendor and not charged separately to the City. Contact the City Revenue and Consumer Affairs Division for information at (phone): 206-684-8484. Instructions and applications are at <http://www.seattle.gov/rca/licenses/licmain.htm> or e-mail at rca.bizlictx@seattle.gov. Please note that those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the bidder prior to submitting their offer.

State Business Licensing and Associated Taxes.

Before the contract is signed, you will be asked to provide the State of Washington business license (a State "Unified Business Identifier" known as UBI #). These will be required before the contract is to be signed by the winning Bidder(s). All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Vendor and not charged separately to the City. Instructions and applications are at <http://www.dol.wa.gov/forms/700028.htm>. Again, note that those holding a Washington Business License (UBI#) will be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the bidder prior to submitting their offer.

Changes in Bids.

Prior to the bid submittal closing date and time established for this ITB, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. No change to a bid shall be made after the bid closing date and time.

Errors in Bids.

Bidders are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Bidder's obligations to the City.

Withdrawal of Bid.

A submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission by the City.

Rejection of Bids and Rights of Award.

The City reserves the right to reject any or all Bids at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted Bid.

Incorporation of ITB and Bid in Contract.

This ITB and the Vendor's response, including all promises, warranties, commitments, and representations made in the successful Bid, shall be binding and incorporated by reference in the City's contract with the Vendor.

No Gifts and Gratuities.

The Seattle Ethics Code provides rules about employee work activities, business relationships, and the use of City resources. City Purchasing requires that Vendors who contract with City Purchasing, or are interested in pursuing a purchasing contract, comply with standards to support the City Ethics Code. Vendors shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Vendor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business, contract or purchase decisions. The Vendor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows.

It is also unlawful for anyone to offer another such items, to influence or cause them to refrain from submitting a bid.

Vendors must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City business.

The website for the Code of Ethics is: <http://inweb/ethics/>
Attached is a pamphlet for Contractors, Vendors, Customers and Clients.



Ethics Commission
contractor-vendorbrc

Involvement of Former City Employees.

Upon receipt of a notice of intention to award, Vendor shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve months immediately prior to the expected start of such work, was a City official, officer or employee. Vendor shall ensure that no Work related to this contract is performed by such person, to the extent that such work is disallowed by the City.

No Conflict of Interest.

Bidder confirms that Bidder does not have a business interest or a close family relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. Should any such relationship exist, Vendor shall notify the Buyer in writing, and the City shall make sole determination as to compliance.

Protests and Complaints.

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this ITB process. Please see the City website at <http://www.seattle.gov/purchasing/> for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City

Bid Disposition.

All material submitted in response to this ITB shall become the property of the City upon delivery to the Buyer.

7. Bid Format and Organization.

Note: If not already done so, please register your company in the City Registration System. Women and minority owned firms are asked to self-identify. Call 206-684-0444 for assistance. Register at: <http://www2.seattle.gov/VendorRegistration/>

Legal Name. Many companies use a “Doing Business As” name, or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. Go to: www.coordinatedlegal.com/SecretaryOfState.html

Submit your proposal in the following format and attachments as follows:

1. Cover Letter

- 2. Legal Name Verification:** Enclose a certificate, copy of the web page, or other proof of the legal name of your company.
- 3. Vendor Questionnaire:** Submit the following Vendor Questionnaire with all attachments, if applicable. This form will also identify any items that you intend to mark as confidential. This form is mandatory.



- 4. Minimum Qualifications Statement:** Provide a document of sufficient length to indicate Vendor compliance to the Minimum Qualifications. Describe exactly how you achieve each minimum qualification. The determination that you have achieved all the minimum qualifications may be made from this document alone hence, the RFP Coordinator is not obligated to check references or search other materials to make this decision.
- 5. Offer Sheet: (mandatory)** The City will reject bids that do not enclose it.



- 6. References:** Include, in a separate document, a minimum of three references.

8. Evaluation Process.

The City shall select the lowest responsive and responsible bidder(s), and may consider multiple awards or partial awards to achieve the best overall price to the City.

Responsiveness and Responsibility: Purchasing Services shall review submittals as necessary for determination of the lowest responsive and responsible bidder. Determinations of responsiveness and responsibility may be made upon initial review of submittals or at any time prior to contract award, and may be determined of all Bidders or made only as needed to determine the lowest responsive and responsible Bidder for purposes of award.

Specifications: The City will evaluate each Bidder's compliance with the minimum requirements, delivery and any other bid requirements set forth in the ITB.

Discounts: For prompt payment discounts, shall be reviewed for acceptance and shall be calculated into the bidder's response for purposes of evaluation.

Pricing: Discounts and Labor Rates in the Offer shall then be calculated for purposes of award.

Substantially Equivalent Discounts/Rates: Should calculation of the lowest responsive and responsible bids result in two bidders that are tied, the City shall award the contract to the bidder whose offer is deemed to be in the City's best interest using a method or consideration most appropriate by the City.

The City may contact references submitted. A pass/fail score will be given considering all references in the aggregate. The references will be asked questions regarding their experiences working with the Bidder particular in respect to timeliness and satisfactory performance. Any Bidder receiving a failed score on references may be disqualified from further consideration.

Attachments

The following documents have been embedded within this document. To open, double click on Icon.

Attachment #1: Contract Terms and Conditions

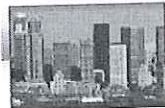


Terms & Conditions
12-10-10.doc

Attachment #2: Insurance Requirements



2012 Insurance
Requirements.doc



The Buy Line

City Purchasing Announcements, Current Bid Solicitations & Archives



Citylink.seattle.gov

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ARCHIVED-Two-Way Radio Equipment & Maintenance ITB-CTY-26

Original Date Posted: March 13, 2012 11:53 am [ShareThis](#)

[Click here to access Invitation to Bid CTY-26.doc](#)

Bid Due Date: 04/11/12 at 2:00pm (Pacific) (CLOSED)

Addendum Q &A: 03/22/12

Optional Pre-Bid Conference: 03/22/12 at 9:30am at 700 5th Avenue, Suite 4112, Seattle WA 98104.

[Pre-Bid Attendees List: 03/22/12](#)

City Buyer: Michael Mears, 206-684-4570

Evaluation and Award Decisions

Status Update: Awarded

Status & Award List: N/A

Executed Contract: Blanket Contract # 2973-Pacific Electronics Inc, Blanket Contract #3032-Ratelco Communications, Blanket Contract #3033-Puget Sound Instrument

Posted under History/Archives, ITB-CTY-26 category

Pages

- [Purchasing Overview](#)
- [Contract Search](#)

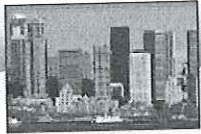
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- [ITB #POL-2016 \(RSS\)](#)
- [ITB #SCL-1279 \(RSS\)](#)
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- [RFP DIT 140114 \(RSS\)](#)
- [RFP TRN#3599 \(RSS\)](#)
- [RFP-13120 \(RSS\)](#)
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Posts for March 13th, 2012

ARCHIVED-Two-Way Radio Equipment & Maintenance ITB-CTY-26

Original Date Posted: March 13th, 2012

Two-Way Radio Equipment & Maintenance

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- [RFP TRN#3599 \(RSS\)](#)
- [RFP-13120 \(RSS\)](#)
- [RFP-9-14 \(RSS\)](#)
- [RFP-SCL-12014 \(RSS\)](#)
- [RFP#16111 \(RSS\)](#)

[History/Archives \(RSS\)](#)

March 2012

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City of Seattle Invitation to Bid #CTY-26
Addendum

Dated 3/22/12

The following is additional information regarding Invitation to Bid #CTY-26, titled Two-Way Radio Equipment & Maintenance released on 3/13/12. The due date and time for responses remains as 4/11/12 (Pacific). This addendum includes both questions from prospective bidders and the City's answers, and revisions to the ITB. This addendum is hereby made part of the ITB and therefore, the information contained herein shall be taken into consideration when preparing and submitting a bid.

| Item # | Date Received | Date Answered | Vendor's Question | City's Answer | ITB Revisions |
|--------|---------------|---------------|---|--|---|
| 1 | 3/22/12 | 3/22/12 | For electronic submittals referenced in Section 6, do you prefer it in Word file or PDF? | A PDF would be preferable, although a protected Word file would be acceptable. | |
| 2 | 3/22/12 | 3/22/12 | In Section 1 and Offer Sheet, does the radio equipment operate on 800MHz? | No. The radio equipment does <u>not</u> operate on 800MHz. | On the face page of the ITB, change the title to "Non 800MHz Two-Way Radio Equipment & Maintenance" |
| 3 | 3/22/12 | 3/22/12 | In Section 8 "Evaluation Process" will there be weights applied to the different criteria? | No weights will be applied. Award will be determined by the low, response and responsible bid. | |
| 4 | 3/22/12 | 3/22/12 | In Section C, of the Bid Offer Sheet, does checking "yes" under "Interlocal Purchasing Agreement" obligate the Vendor to contract with any governmental or non-profit agency" | Checking "yes" only obligates the Vendor to offer products and services at the bid price offered to the City and with the same terms and conditions. It does not obligate the Vendor as to who they enter a contract with. | |
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
Pre-Bid Conference Attendance Log
 Invitation to Bid #CTY-26 Date/Time: 3/22/12 9:30 AM
 Two-Way Radio Equipment & Maintenance

| | Printed Name | Representing | Phone | E-Mail |
|-----|-----------------|------------------------|--------------|--------------------------|
| 1. | ✓ SAUNDY PALMER | PACIFIC ELECTRONICS | 360-459-5212 | SPALMER@PACTEL.COM |
| 2. | SHAWN FULLER | PUGET SOUND INSTRUMENT | 800-526-2907 | SHAWN@PSICOMM.COM |
| 3. | BRENT TAYLOR | BEARCOM, INC. | 425-895-8118 | BRENT.TAYLOR@BEARCOM.COM |
| 4. | Michael Daversa | Day Wireless | 206-878-3750 | MDAVERSA@DAYWIRELESS.COM |
| 5. | Daniel Noble | Day wireless | 206-878-3750 | Dnoble@Daywireless.com |
| 6. | Ken Higgins | Day wireless | 206-878-3750 | KHIGGINS@DAYWIRELESS.COM |
| 7. | MIKE HARRIS | PUGET SOUND INSTRUMENT | 800-526-2907 | MHARRIS@PSICOMM.COM |
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Contract Coversheet (Non-Federal)
Request Board Approval

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

The only authorized signatures on a contract are Brian 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? |
|------------|----------------------------|----------------------------|---|--|--|---------------------------------------|---|----------------------------|---------------------------|
| 05/24/2016 | Renewal | Illuminate Education, Inc. | Illuminate Data and Assessment Management System (DNA) Software Services Agreement for the Wenatchee School District. | \$51,336.07 | 07/01/2016 - 06/30/2017 | Ron Brown |  | 16-17 Yes 6501600000 | |
| | | | | Budget Code 16-17 0116 27 7000 000 0000 | I have read this contract and recommend it for board approval.  Initial Date 5-24-16 | | | | |

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

Agency Name: Illuminate Education, Inc.
 Attention: Grace Goeken
 Street address or PO Box: 6531 Irvine Center Drive, Ste. 100
 City, State, Zip Code: Irvine, CA 92618
 Email Address: ggoeken@illuminateed.com
 Phone Number: (909) 266-1935

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

This is a DNA Software Services Agreement between Illumiante Education, Inc. and the Wenatchee School District for the web-based software system for student data and assessment management. This contract covers services from July 1, 2016 through June 30, 2017 at \$47,358.00 and can be continued until June 30, 2019 at the same annual cost. Contracted services will renew July 1, 2016 with payment due on or before September 30, 2017.

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

Reviewed by Attorney _____
 Signature

Requies Edits? _____

DNA SOFTWARE SERVICES AGREEMENT

This DNA Software Services Agreement ("**Agreement**") is entered into effective as of **July 1, 2016** ("**Effective Date**") by and between Illuminate Education, Inc., a California corporation ("**Illuminate**"), and **Wenatchee School District** ("**District**").

RECITALS

WHEREAS, District desires to implement a web-based software system for student data and assessment management;

WHEREAS, Illuminate has developed, owns and hosts online such a system known as the Illuminate Data and Assessment Management System (the "**System**");

WHEREAS, Illuminate also has acquired from third parties the right to make available in conjunction with the System (i) a database of test questions known as "**INSPECT**" ("**Item Bank**") and (ii) software for automated grading of multiple choice exams ("**Grading Software**"); and

WHEREAS, District desires to access and use the System and obtain the other services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement. Unless earlier terminated as provided herein, the initial term of this Agreement shall be from the Effective Date through **June 30, 2019** ("**Term**").

2. System Services; Third Party Services.

(a) System Services. Subject to the terms of this Agreement, during the Term, District and District Users (as defined below) may access and use the System for the benefit of District's students, but only with respect to the schools identified on Exhibit A hereto. Exhibit A may be amended for future school years to include additional District schools. District is responsible for the actions of all District Users and other District employees and agents, for ensuring that only District Users are provided access to the System (including ensuring ID and password security), and that access of District Users is limited to that portion of the System and District Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement. "**District Users**" means District employees, students and such students' parents or guardians holding a valid ID and password to use the System issued by the District.

(b) Third Party Services. Illuminate has entered into agreements with third parties that permit it to authorize District Users to download from such third parties' servers, or otherwise access, and use, through the System, (A) the Grading Software and (B) the Item Bank, subject, in certain instances, to execution of a standard end user license agreement with the third party provider. So long as Illuminate continues to have the right from the applicable third party to authorize District to use the Grading Software and the Item Bank in connection with the

| | | |
|--|--------------------------------------|-----------------|
| System and Grading Software, July 1, 2017 – June 30, 2018 | \$4.50 per student 7,893 students | \$35,518.50 |
| INSPECT Item Bank, July 1, 2017 – June 30, 2018 | \$1.50 per student 7,893 students | \$11,839.50 |
| Total | | \$47,358 |
| System and Grading Software, July 1, 2018 – June 30, 2019 | \$4.50 per student 7,893 students | \$35,518.50 |
| INSPECT Item Bank, July 1, 2018 – June 30, 2019 | \$1.50 per student 7,893 students | \$11,839.50 |
| Total | | \$47,358 |

(c) Training and Services. Upon written request and authorization by District, Illuminate will conduct additional training and provide additional services to District. Custom development will be at a rate of **\$120** per hour. Training after initial training is exhausted will be at a rate of **\$1,500** per day for on-site training and **\$500** per day for on-line training.

(d) Payment. The Annual Fee for each school year and fees for training and services shall be paid by District within 60 days of receipt of an invoice from Illuminate. Illuminate may submit an invoice for the Annual Fee in advance of each school year on or after the first day of such school year. Illuminate may submit an invoice for training and other services following the provision of such training or service.

(e) Failure to Make Payment. In the event District fails to pay the Annual Fee or other fees due hereunder when due it will constitute a material breach of this Agreement and, upon written notice from Illuminate, District agrees to immediately cease, and to cause District Users to immediately cease, using the System and Illuminate will have no further obligation to provide any maintenance or support to District or District Users.

(f) Taxes. The fees in this Section 3 do not include sales, use or similar taxes which may be applicable. District is solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income.

4. Ownership of System; Third Party Materials. Illuminate and its third party providers are and will remain the exclusive owners of all right, title and interest in and to the System and all derivative works, and in the materials licensed or provided by such third parties to Illuminate ("**Third Party Materials**"), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components. In addition, Illuminate shall own any and all other ideas, concepts, themes, technology, algorithms,

(b) Sharing of District Data. Illuminate will not share District Data with or disclose it to any third party, except (i) to District Users, (ii) as directed by District or District Users, (iii) to Illuminate's subcontractors who need access to fulfill Illuminate's obligations under this Agreement and who have agreed to maintain the confidentiality of such information or (iv) as required by applicable law. When Illuminate believes that any disclosure is required by applicable law, it will promptly notify District prior to the disclosure and give District a reasonable opportunity to object to the disclosure.

(c) Storage and Process. Illuminate will store and process District Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

(d) Social Security Numbers. District agrees that it will not collect or store as part of the District Data or otherwise any social security numbers.

9. Privacy and Security of Student Data.

(a) Definitions.

(i) "Pupil-Generated Content" means materials created by a pupil, excluding pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(ii) "Pupil Records" means any information (i) directly related to a pupil that is maintained by District or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee, but does not include de-identified information, including aggregated de-identified information, used by Illuminate to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.

(b) Ownership and Control of Pupil Records. Pupil Records obtained by Illuminate from District will continue to be the property of and under the control of the District.

(c) Possession and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, and may transfer their own Pupil-Generated Content to a personal account, by submitting a written request directly to the District.

(d) Use of Pupil Records. Illuminate will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student's Pupil Records to engage in targeted advertising.

THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SYSTEMS OF THIS TYPE.

(b) Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE SYSTEM AND ALL ILLUMINATE SERVICES ARE PROVIDED "AS IS" AND ILLUMINATE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND ILLUMINATE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY SERVICES IS STRICTLY BETWEEN DISTRICT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY SERVICES.

11. Indemnification.

(a) By Illuminate. Illuminate agrees to defend, indemnify and hold harmless District and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that District's use of the System infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from District's misuse of or modifications to the System; (ii) that results from the gross negligence or intentional misconduct of Illuminate or its employees or agents; or (iii) that results from any material breach of any of the representations, warranties or covenants contained herein by Illuminate.

(b) By District. To the extent permitted under applicable law, District agrees to defend, indemnify and hold harmless Illuminate and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the gross negligence or intentional misconduct of District or its employees or agents or (ii) any material breach of any of the representations, warranties or covenants contained herein by District.

(c) Indemnification Procedure. The parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**")), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified

file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(b) Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto pursuant to this Agreement will be in writing and will be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the party at the following addresses or to such other address as either party may hereafter designate to the other in accordance herewith:

If to Illuminate:

Illuminate Education, Inc.
6531 Irvine Center Drive, Suite 100
Irvine, California 92618
Attention: Contracts Administrator
E-mail: Contracts@IlluminateED.com

If to District:

Wenatchee School District
235 Sunset Avenue - P.O. Box 1767
Wenatchee, WA 98801
Attention: Ron Brown
E-mail: brown.r@wenatcheeschools.org

(c) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by Illuminate and District. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws.

(f) Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will at all times be that of independent contractors.

explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

(m) Due Authority of Signatories. Each individual signing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized by appropriate action of such party to execute, and thereby bind such party to, this Agreement.

EXHIBIT A

DISTRICT SCHOOL LOCATIONS

District Schools


1. Columbia Elementary
2. Elementary School Boundary
3. Foothills Middle School
4. John Newbery Elementary
5. Lewis & Clark Elementary
6. Lincoln Elementary
7. Middle School Boundary
8. Mission View Elementary
9. Orchard Middle School
10. Pioneer Middle School
11. Sunnyslope Elementary
12. Valley Academy of Learning
13. Washington Elementary
14. Wenatchee High School
15. Wenatchee Valley Technical Skills Center
16. WestSide High School

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? |
|----------|----------------------------------|--------|------------------------|--|-----------------------------------|--|---|-----------------|--|
| 05/19/16 | Renewal | NCESD | Readiness to Learn | \$59,491 | 2016-2017 School Year | <u>Mark Helm</u> |  | Yes | This is decided at the district office. |
| | | | Budget Code | | | I have read this contract and recommend it for board approval. | | | |
| | | | <u>550027 7000 000</u> | <u>MH</u> Initial <u>5/19/16</u> Date | | | | | |

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

Agency Name NCESD
 Attention: Kris Johnson
 Street address or PO Box 430 Olds Station Rd
 City, State, Zip Code Wenatchee, WA 98801
 Email Address _____
 Phone Number _____

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? _____

TO: **Wenatchee School District**, Mark Helm, RTL Program Contact
FROM: **Shelley Seslar**, Managing Director, (509) 665-2626
RE: **2016-17 Readiness To Learn (RTL) Cooperative Services**

The Readiness To Learn program provides services to at-risk students and their families, who are referred by school counselors and other district-designees at your discretion, in order to remove non-academic barriers to learning and improve academic readiness.

To achieve this objective, Readiness To Learn cooperative services will include:

- **Contractor Management**
 - NCESD currently contracts with Children’s Home Society of Washington in Wenatchee
 - CHSW provides the RTL direct services, such as:
 - Experienced program staff supervision
 - 2 FTE veteran RTL Family Service Workers
 - 3 RTL AmeriCorps volunteers
 - Referral to local services to meet student and family needs
 - Direct assessment, resources, and coaching to students and families
 - Allocation of significant United Way funding on behalf of RTL services
 - NCESD will manage and oversee the contract with CHSW ensuring ongoing service quality and communication with the district
- **Program Quality & Improvement**
 - Develop, improve, distribute, and maintain RTL program forms and protocols
 - Solicit program improvement feedback from RTL families, district administrators, and school staff
 - Liaison between district staff and RTL program contractor for program improvements
- **Program Data**
 - Analyze raw data collected and provided by contractor into useful and timely reports to district staff
 - Provide quarterly baseline referral reports throughout the service year
 - Provide year-end summative report of RTL student outcomes
- **Community Collaboration**
 - Participate on community coalitions and events representing RTL,
 - Invite/inform RTL program contacts designated by the district about such opportunities

RTL Cooperative 2016-17

Cost for 2016-17 school year: \$7.50/FTE, based on March 2016 FTE count = \$59,491 /yr.

Yes, we will participate. X No, thank you. _____

Auth. Signature: _____ Date: _____

District: _____



PLEASE RETURN BY June 30, 2016 TO: Kris Johnson, NCESD 430 Olds Station Rd OR: krisj@ncesd.org (509) 665-2653

**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? |
|--------|----------------------------|------------------------|---------------------------------|---|--------------------------------|--|---|--------------|---|
| 6-7-16 | new | Voortex Production LLC | video of 2014 Bond construction | \$39,000 ⁰⁰ Budget Code 530 9700 15 7000 000 | 6-15-16 thru 10-31-16 | (Please Print Name Here) FLOK I have read this contract and recommend it for board approval.  Initial 6-7-16 Date |  | | This is decided at the district office. |

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

Agency Name: Voortex Production LLC
 Attention: _____
 Street address or PO Box: 25 N. Wenatchee Ave, Ste 210
 City, State, Zip Code: Wenatchee, WA 98801
 Email Address: alicia@voortexproductions.com
 Phone Number: 509.885.7564

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

If this is a revision, what has changed?

Create a video documenting the construction of a new Washington elementary (including demolition of old school) and Lincoln expansion. Purpose is to document and thank the community for 2014 bond.

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

Reviewed by Attorney _____
Signature

Requires Edits? _____



This Agreement is made as of this 6/6/16 between Contracting Client Wenatchee School District ("**Client**") and Voortex Productions, LLC ("**Producer**").

Producer hereby agrees to produce and deliver to Client the production of the below referenced media(s) ("**Specified Media(s)**"), subject to and in accordance with all terms, conditions, and specifications set forth herein. Producer responsibilities for furnishing media are detailed in Bid Estimate Form.

PROJECT TITLE: Washington Elementary Rebuild and Lincoln Remodel

Project Exposition

An interview based video on the demolition and rebuilding of Washington Elementary, and the remodel of Lincoln Elementary.

1. **SPECIFIED MEDIA:** Producer and Client agree to the below Specified Media(s) Table (more particularly described in Paragraph 5 below), project contract price and the more detailed production outline of Bid Estimate Form.

| Specified Media(s) Table: | | | | |
|---|--|--|---|--|
| Approx or Exact Length of Finished Product (seconds or minutes) | Media Hosting for Public Display and Deployment (producer, client, both) | Finished Product Rights (shared, client exclusive, producer exclusive) | Used Source Media Rights (shared, client exclusive, producer exclusive) | Unused Media Rights (shared, client exclusive, producer exclusive) |
| 2-6 minutes | both | shared | shared | shared |

Total Project Cost: \$ 3,900.

Due upon signing of contract: 50% \$1,950.

Due upon final completion and delivery of all Specified Media(s): 50% \$1950. Projected Due Date: 10/31/16

Client shall have three opportunities to request edits or changes prior to final completion and delivery of all media within project bid. Further revisions outside project bid will be billed at \$150 an hour. In the event that revisions require further filming and production the Client understands a Contingency plan may be put into effect.

Contingency Hourly Cost: (In the event the Client requests additional production beyond the project bid.)
Per Crew Member: \$ 150

2. QUALITY: It is the essence of this Agreement that all completed media and services supplied by Producer shall be of applicable production standards. Producer agrees that the media shall be of quality, artistically produced with direction, photography, sound, art, animation, synchronization and other physical and aesthetic content as agreed upon in the bid estimate. The client has critically reviewed samples of Producer's work and hereby grants full editorial and production control to Producer regarding all creative aspects of the production and post-production services for the Specified Media(s).

3. FURNISHING MATERIALS, SERVICES, & RELEASES: Other than providing related access and clearances to locations (which shall be the responsibility of Client), camera positions and contact personal, the Producer will supply production notes and outlines, music, character talent, and creative guidance unless otherwise noted. The Producer shall deliver the completed project pursuant to this Agreement. Producer shall provide to Client copies of necessary consents, waivers, releases forms and licenses required from talent and all persons or entities who have rendered services to Producer in connection with the Specified Media(s).

4. CHANGES IN SPECIFICATIONS: If at any time, Client desires to make any changes or variations from the script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress, and such changes result in additional costs to Producer, Producer agrees to notify the Client of the amount before any such additional costs are incurred and Producer shall proceed only after receiving approval (written or oral) from Client, approval by Client shall be binding and incorporated into the terms of this Agreement. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

5. SPECIFIED MEDIA RIGHTS: Producer owns all titles and interest in and to the media(s) which are the subject of this Agreement, including all intellectual property and digital media and copyrights therein as well as in and to all the recorded and generated digital files.

Specified Media Rights are shown on the Table set forth in Paragraph 1 above. Producer and Client acknowledge and agree that the ownership and legal rights to the Specified Media(s) shall be held in such manner checked in the Table, which is more thoroughly described below.

Shared Rights: Both Producer and Client hold the right to use Specified Media(s) for display, publication, and portfolio purposes. Producer grants Client an exclusive, worldwide, perpetual, sublicenseable, transferable, royalty free license to Specified Media(s) produced during the course of the contracted work and life of Specified Media(s) thereafter. Any commercial use of Specified Media(s) that directly generates revenue may be subject to a license agreement between Producer, Client and third party.

Client Exclusive Rights: Client holds the exclusive right to have Specified Media(s) used exclusively within productions commissioned by Client. Client holds the right to use Specified Media(s) for display, publication, and portfolio purposes. Client holds an exclusive, worldwide, perpetual, sublicenseable, transferable, royalty free license to Specified Media(s) produced during the course of the contracted work and life of Specified Media(s) thereafter. Any commercial use of Specified Media(s) that directly generates revenue may be subject to a license agreement between Producer and third party. Producer may not use Specified Media(s) for display, publication, and portfolio purposes unless granted permission by Client. If Client chooses exclusive rights, An Exclusive Rights Fee will be charged determined at the producer's discretion.

Producer Exclusive Rights: Producer holds the exclusive right to use Specified Media(s) for display, publication, portfolio purposes and licensing platforms. Any further use of Specified Media(s) by Client may require a media license at Producers discretion.

6. SECURITY/CONFIDENTIALITY: Producer understands that some information for said Specified Media(s) may be of a confidential and/or sensitive nature. Producer agrees, at Client's written request, to require, within reason, those engaged for the production to sign appropriate agreements not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for Producer to produce media(s) in the usual and customary manner under this Agreement.

7. INDEPENDENT CONTRACTOR: It is understood that Producer's status under this Agreement is that of an independent contractor and that all persons engaged by Producer in performing its obligations shall not be deemed employees of Client.

8. PRODUCER WARRANTIES: Producer represents and warrants:

- A. That Producer has full right to enter into this Agreement and to perform its obligations hereunder and will comply with all applicable Federal, State and Local Laws, ordinances and regulations and with all applicable agreements to which Producer is a signatory.
- B. That Producer will use reasonable efforts to obtain all licenses, consents and rights necessary and incident to the performance, reproduction and exhibition of the Specified Media(s) with respect to materials, elements and services provided by Producer.

9. CLIENT WARRANTIES: Contracting Client represents and warrants:

- A. Client shall pay Producer within 10 days of deliverables noted in Paragraph 1 of this Agreement.
- B. Client assumes all responsibilities for obtaining any necessary permission, clearance permits, etc., which may be required for Producer to capture content on a designated date and location.

10. DELIVERY OF MATERIALS AND HOSTING: Delivery of the Specified Media(s) shall mean delivery of the Specified Media(s) in paragraph 1 by Producer to Client. Hosting and Deployment is determined between Producer and Client as to who is responsible for hosting the Final Product for public display. Producer will retain copies of Specified Media(s) generated during the course of the commissioned work. The Producer will do everything within its power to save and back up Specified Media(s). After final delivery of Specified Media(s) The Producer does not guarantee indefinite, archival preservation.

11. PAYMENT: Client understands that the specified terms of payment under this Agreement are based upon timely check, money order or credit card payments within 10 days of invoice. If Client chooses to defer paying any amount beyond the date on which it is due, Client may be charged at the Producer's discretion, as additional consideration, an amount equal to 5% on unpaid amounts until paid, compounded every 30 days. Rights to Specified Media(s) does not transfer until full payment is made to Producer.

12. INDEMNIFICATION: Producer hereby agrees to, at its sole discretion, indemnify, defend, or hold harmless Client and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of Producer's operations or activities in regards to the Project, including damages caused by Producer's agents or employees and including claims by agents or employees of Producers.

Client agrees, at Client's sole discretion, to indemnify, defend, or hold harmless Producer and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of Client's operations or activities in regards to the Project, including damages caused by Client's agents or employees and including claims by agents or employees of Client.

13. TAX LIABILITY: Any sales tax, use tax, or other tax payable on production and delivery of Specified Media(s) to Client(s) (other than sales tax arising from Producer's purchases of materials or supplies in connection with the production) shall be the responsibility of Client who shall pay, defend and hold harmless Producer from payment of any such taxes.

14. ASSIGNMENT: This Agreement may not be assigned by either party without the written consent of the other.

15. INSURANCE COVERAGE:

- A. Producer covenants and warrants that it holds and operates under \$1,000,000 of general liability insurance. Producer will add Client to policy and produce a copy of proof of compliance to Client within 10 days of such request.
- B. Client covenants and warrants that it holds Errors and Omissions Liability of no less than \$1,000,000 and general liability insurance of no less than \$1,000,000 per occurrence. Client will add Producer to policy and produce a copy of proof of compliance to Producer within 10 days of such request.
- C. Waiver of Subrogation. Producer and Client shall each procure, if obtainable without payment of an additional premium, an appropriate clause in, or an endorsement on, any policy of fire or extended coverage insurance covering the Project, and any liability policy for the Project, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery, and, conditioned upon a party having obtained such clauses or endorsements or waiver of subrogation or consent to a waiver of right of recovery, such party hereby agrees that it shall not make any claim against or seek to recover from the other for any loss or damage to its property, or the property of the other, resulting from fire or other hazards covered by such insurance, notwithstanding other provisions of this Lease; provided, however, that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses or endorsements consenting to a waiver of right of recovery, and shall be coextensive therewith. If either Producer or Client is unable to obtain such clause or endorsement or is able to obtain such clause or endorsement only upon payment of an additional premium, such party shall promptly give the other party notice to that effect, in which event the other party shall have the option to pay such additional premium, and upon such payment, the party whose insurer requires such payment shall promptly procure such clause or endorsement. If the party opts not to pay the additional premium, the parties agree that no waiver of subrogation will be given by either party.

16. CONTINGENCY AND WEATHER DAYS:

- A. A contingency day is any day where a scheduled media/film shooting has been prevented from occurring due to circumstances beyond the control of the production company.
- B. These circumstances may include but should not be limited to:
 - (1) Weather conditions (rain, fog, sleet, hail, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the Client).
 - (2) Injury, illness, or absence of client-supplied elements.
 - (3) "Force majeure" (meaning but not limited to, earthquake, riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism, and acts of God).

(4) "Client Insured Re-Shoots" (any additional days for a job insured by the Client, who is therefore authorizing the expenditure). The Client should be provided with a contingency day cost which should be approved prior to proceeding with that shoot day.

C. The Production Company recognizes its obligation to minimize contingency day liabilities and will apply accepted industry cancellation practices.

D. The Production Company will quote the maximum exposure figure (a "not to exceed" figure) as a contingency day cost. This will be a cost per day figure. However, this figure does not include the cost of premiums for crew or suppliers (i.e., should the contingency day fall on weekends, holidays or premium days based on consecutive employment).

17 CANCELLATION AND POSTPONEMENT: A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project. Cancellation or postponement terms apply only to factors outside Contingency terms. (referred in paragraph 14)

If the Production Company blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then the Production Company makes no further efforts to sell the time. If the job is canceled or postponed within the Guideline time frame, it is unlikely that this time can be re-booked. It should be understood that this time represents the Production Company's only source of income.

Cancellation and Postponement:

A. If notice of cancellation/postponement is given to the Producer ZERO TO FIVE WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for: (1) All out-of-pocket costs; (2) FULL production fee as bid.

B. If notice of cancellation/postponement is given SIX TO FIFTEEN WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for: (1) All out-of-pocket costs. (2) Not less than 50% of the production fee as bid.

C. If notice of cancellation/postponement is given MORE THAN FIFTEEN WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for: (1) All out-of-pocket costs.

Cancellation and Postponement: CGI or Animation Production:

A. If notice of cancellation/postponement is given MORE THAN HALFWAY THROUGH the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for the full cost of the job as a bid.

B. If notice of cancellation/postponement is given IN THE SECOND QUARTER of the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for: (1) No less than 50% of the project fee as bid.

C. If notice of cancellation/postponement is given IN THE FIRST QUARTER of the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for: (1) No less than 25% of the project fee as bid.

18. DISPUTE RESOLUTION: The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.

19. ENTIRE AGREEMENT AND MODIFICATION: This Agreement and any Addenda attached hereto shall constitute the entire agreement between Producer and Client. Any amendment hereto must be in writing and signed by each party.

20. CAPTIONS: The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provision hereof.

21. NO WAIVER: Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

22. ENFORCEABILITY: If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

23. EQUAL OPPORTUNITY: In connection with its performance hereunder, Producer agrees not to discriminate against any employee or applicant because of race, religion, sexual orientation, color, sex, national origin, age, disability, or any other factor protected by federal, state or local law.

24. APPLICABLE LAW: This Agreement shall be interpreted and governed by the local laws of the State of Washington and venue shall only be proper in the Superior Court of Chelan County, Washington.

25. AUTHORIZATION: The person signing below on behalf of Client and Producer covenant and warrant that he or she is authorized to sign this Agreement on behalf of the entity he or she represents.

Agreed and signed:

Client:

Teri Fink, WSD Name/Title
Christie Signature
6-7-16 Date

Production Company:

Alicia McKee, Producer Name/Title
Alicia McKee Signature
6/7/16 Date

Brian Flores, Superintendent

Contract Coversheet for Board Approval (Non-Federal)

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 Fiones, Les Vandervort, or the School Board.

| Date | New or Renewal or Revision | Agency | Purpose | Amount | Effective Dates | Staff Person Responsible for Contract | Approved by Les? | PO Required? |
|----------|----------------------------|---|--|--|-------------------------------|---|------------------|--------------|
| 06/06/16 | Renewal | CatholicFamily and Child Services dba: Child Care Aware of Central Washington | To promote and implement the Washington state DEL 's quality rating and improvement system, Early Achievers. | Varies based on level earned - the Early Learning Center could earn \$5,000 - \$9,000 through this program. Budget Code 8800-91-5090-521 | July 1, 2016 to June 01, 2017 | <u>Kory Kalahar and</u> <u>Jamie Fitzpatrick</u> I have read this contract and recommend it for board approval. <u>JK</u> Initials <u>6/7/16</u> Date | <u>MH</u> | No |

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

Agency Name Child Care Aware of Central Washingont
 Attention: Jan Galan
 Street address or PO Box 5301 Tieton Drive, Suite C
 City, State, Zip Code Yakima, WA
 Email Address Janette Galan <jgalan@ccyakima.org>
 Phone Number 509.664.7350 Extension 4

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

This contract creates an agreement between Catholic Family Services and the WestSide Early Learning Center (WELC) to promote and implement the DEL's quality rating and improvement system, Early Achievers. This agreement provides language for the coordination od state activities relating to child care and early learning programs under RCW 43.215.055 (4). The contract outlines a description of Early Achievers and the Quality Standards. The WestSide Early Learning Center is licensed through the state DEL and is the only nationally accredited program in Chelan and the neighboring counties. The WELC also serves as a training site for the WVC Early Childhood development Program. Adding the EA credentials to our growing resume will increas credibility to our outstanding program and potenitally add \$5,000 to \$9,000 to our budget based on the outcomes of the Quality Standards.

Provider ID _____

PARTICIPATION AGREEMENT RENEWAL

BETWEEN

Catholic Family & Child Services, dba Child Care Aware of Central Washington

AND

Wenatchee School District

THIS CONTRACT is made and entered into by and between Catholic Family & Child Services, dba Child Care Aware of Central Washington, a corporation with TIN No. 91-1370404 licensed to conduct business in the State of Washington under UBI No. 601 056 391 located at 5301 Tieton Drive, Suite C, Yakima, Washington; and Wenatchee School District (the "Facility"), licensed to conduct business in the state of Washington under UBI No. _____, located at _____.

IT IS THE PURPOSE OF THIS CONTRACT to promote and implement the Washington State Department of Early Learning's (the "DEL") quality rating and improvement system, Early Achievers. Early Achievers is designed to ensure high quality child care and early learning; and ensure that children succeed in school and life. The parties will cooperate with each other to improve early childhood learning and development in the Facility's child care and early learning program. This Agreement will allow the Catholic Family & Child Services, dba Child Care Aware of Central Washington (the "LAN") to fulfill its legal obligations to Child Care Aware of Washington (the "CCRRN"), under the Contract between the CCRRN and the LAN dated **July 1, 2016**. This Agreement promotes the coordination and consolidation of state activities relating to child care and early learning programs under RCW 43.215.005(4). Accordingly, LAN and the Facility will work together to accomplish the tasks described in this Agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

I. DEFINITIONS

The words and phrases listed below, as used in this Agreement shall each have the following definitions:

- (A) "Facility" shall have the same meaning as "Agency". "Agency" shall have the same meaning as defined in RCW 43.215.010.

- (B) "Child Care Aware of Washington" ("CCRRN") means the Washington State Child Care Resource and Referral Network.
- (C) "Early Achievers" is a voluntary program that provides coaching and resources for child care providers to support the child's learning and development. Early Achievers is also a tool to connect families to child care and early learning programs by the use of a quality rating system. Early Achievers facilities earn ratings of Levels 2-5 based on the Early Achievers Quality Standards. Exhibit A, attached hereto and incorporated herein as though set forth in full, is a more complete description of Early Achievers.
- (D) "Early Achievers rating Level 2" refers to facilities that have completed Level 2 Requirements **and** received a Level 2 rating. Level 2 ratings are earned through an evaluation by the University of Washington in which the facility earns fewer than 30 points or does not meet Level 3 minimum assessment thresholds;
- (E) "Early Achievers rating Level 3" refers to facilities that have received an evaluation by the University of Washington and earned between 30-69 points on the Early Achievers Quality Standards (Exhibit B), and met minimum assessment thresholds.
- (F) "Early Achievers rating Level 4" refers to facilities that have received an evaluation by the University of Washington and earned between 70-90 points on the Early Achievers Quality Standards (Exhibit B), and met minimum assessment thresholds.
- (G) "Early Achievers rating Level 5" refers to facilities that have received an evaluation by the University of Washington and earned between 91-100 points on the Early Achievers Quality Standards (Exhibit B), and met minimum assessment thresholds.
- (H) "Early Achievers Quality Standards" is a framework that incorporates research-based elements to support positive child outcomes in early learning settings. The Early Achievers Quality Standards were developed by the Department of Early Learning (DEL) and the University of Washington (UW) and define key indicators of quality for early learning settings in four areas: Child Outcomes; Facility Curriculum and Learning Environment and Interactions; Professional Development and Training; and Family Engagement and Partnership. The Early Achievers Quality Standards creates a voluntary rating system of 1-5. Facilities that participate in Early Achievers earn ratings that are based on completion of participation requirements and points earned by meeting quality standard indicators through evaluation.
- (I) "Facility Profile" refers to a written summary of facility management practices on the Early Achievers Application for Level 2 in MERIT. Facility completion of Facility Profile is a Level 2 requirement.

- (J) "Facility self-assessment" refers to the self-assessment process that facilities must complete during Level 2 requirements. The self-assessment is acknowledged by facilities in the Early Achievers Application for Level 2 in MERIT and contains two parts: Environment Rating Scales Self-Assessment; and Washington Quality Rating Standards Self-Assessment.
- (K) "Level 2 requirements" include attendance at an Early Achievers Orientation, completion of the Early Achievers Registration and Application for Level 2 in MERIT, completion of the Professional Training Series, completion of facility self-assessment, completion of the facility profile, and assurance that all facility teaching staff have professional records in MERIT. Upon completion of Level 2 requirements, the Facility will submit the Early Achievers Application for Level 2 to DEL; upon DEL approval of Application for Level 2, the Facility has achieved Level 2 status.
- (L) "Level 3 - 5 requirements" include participation in evaluation by the University of Washington, earning between 30 – 100 points on the Early Achievers Quality Standards, achieving minimum assessment thresholds, creation and implementation of a Quality Improvement Plan based on ratings data, and work with a coach.
- (M) "Professional Training Series" refers to the six trainings that the Primary/Secondary QRIS Contact person must complete as part of Level 2 requirements. The trainings include: Introduction to the Environment Rating Scales (ERS) and Classroom Assessment Scoring System (CLASS); Washington State Early Learning and Development Guidelines; Washington State Core Competencies for Early Care and Education Professionals; Introduction to Cultural Competence; QRIS Strengthening Families Training for Early Learning Professionals; and QRIS School Readiness.
- (N) Quality Rating Improvement System (the "QRIS") is a framework for improving quality in child care and early learning settings by: defining and measuring quality standards; providing resources and supports to child care providers to improve the quality of the care they provide to children; and providing information to families to learn about and find high quality care that meets their needs.
- (O) "Rating Readiness Tool" refers to the template that facilities must complete to prepare for facility evaluation with the University of Washington. The facility's LAN staff must approve the facility's completed Rating Readiness Tool before a facility can receive facility evaluation.
- (P) "Early Achievers Participant Operating Guidelines" provides a detailed overview of expectations and policies which guide Facilities through successful participation in Washington's QRIS. It is the Facility's responsibility to understand and follow the current

version of the Early Achievers Participant Operating Guidelines, which is posted on the DEL's web site and denoted by the published effective date, and can also be obtained by contacting the LAN.

II. EXHIBITS AND ATTACHMENTS

Attached hereto and incorporated herein as though set forth in full, are the following exhibits:

- (A) Exhibit A: Description of Early Achievers;
- (B) Exhibit B: Early Achievers Quality Standards
- (C) Exhibit C: Early Achievers Participant Operating Guidelines

The parties agree that the exhibits listed in this section shall be a part of this Contract, and are enforceable against the parties.

III. PERIOD OF PERFORMANCE

The period of performance under this Agreement will commence on July 1, 2016, and shall remain in full force and effect until June 30, 2017, unless extended by either party as provided in this Agreement.

IV. ELIGIBILITY TO PARTICIPATE IN THE EARLY ACHIEVERS PROGRAM

4.1 Initial license.

If the Facility possesses an initial license the holder of the license may register to participate in Early Achievers. The initial license holder may begin to complete the Level 2 requirements. However, the holder of the initial license is not eligible to achieve Level 2 status or request an evaluation for facility rating until the holder receives a full license and completes all Level 2 requirements including, but not limited to: the Professional Training Series; the facility self-assessment; and facility profile.

4.2 Nonexpiring full license.

If the Facility possesses a nonexpiring full license the Facility may register to participate in Early Achievers and begin to complete the Level 2 requirements. The holder of the nonexpiring full license may request an evaluation for facility rating upon the completion of all Level 2 requirements and achievement of Level 2 status including, but not limited to: the Professional Training Series; the facility self-assessment; and facility profile. The Facility may have up to thirty months from the date of facility submission of Early Achievers registration in MERIT to complete all Level 2 requirements.

4.3 Probationary license.

If the Facility possesses a probationary license the holder of the probationary license may register to participate in Early Achievers. The probationary license holder may begin to complete the Level 2 requirements. However, the holder of the probationary license is not eligible to achieve Level 2 status or request an evaluation for facility rating until the probationary license's status is reinstated to a full license.

If the Facility is issued a probationary license during Early Achievers Level 3-5 participation, the Facility may continue to receive coaching, with collaboration between the Facility, the LAN coach, and DEL licensor assigned to the Facility. Coaching support to the Facility during the probation period should focus on reinstatement of a full license. If the Facility was rated a Level 2, any technical assistance or coaching provided to the Facility during the probation period should focus on reinstatement of a full license. To remain in Early Achievers the Facility's license must be reinstated as a full license within six months of the date the Facility's license was initially placed on probationary status. If the Facility's probationary license is not reinstated as a full license within the time described in this paragraph the Facility's participation in Early Achievers must be terminated. If terminated from Early Achievers, under this paragraph, the Facility may reapply for participation in Early Achievers one year from the date of the termination.

The Facility may apply, or reapply, to participate in Early Achievers by submitting written documentation, using a DEL approved template. The facility documentation must be submitted to the QRIS Review Team. The documentation must describe how the issues that caused the probationary license have been resolved; and what the Facility has done, and will do in the future, to ensure successful participation Early Achievers. The Facility's eligibility to participate will be based on the QRIS Review Team's review and consideration of the cause(s) of the probationary license, the facility documentation, information from partners (including Regional Coordinators) and the Facility's licensor. Notwithstanding the QRIS Review Team's decision, the parties understand that DEL reserves the right to make the final decision related to whether the Facility may participate in Early Achievers.

4.4 Suspended or revoked license.

To be eligible to participate in Early Achievers, the Facility's license must not be in a suspended or revoked status. Facilities with a license that is suspended or revoked may not register to participate in Early Achievers. If the Facility's license becomes revoked while enrolled in Early Achievers, the Facility will be immediately terminated from Early Achievers, regardless of the Facility's rating. All activities related to Early Achievers will also be terminated.

If the Facility's license is put on summary suspension while enrolled in Early Achievers, all activities related to Early Achievers will be put on hold pending the outcome of the summary suspension investigation. A facility with a license that is on summary suspension may not request an evaluation for facility rating. If the summary suspension leads to a full restoration of Facility license, the Facility may continue full Early Achievers participation. If summary suspension leads to revocation of license, the facility will be immediately terminated from Early Achievers and all activities related to Early Achievers will be terminated.

To be eligible to reapply for participation in the Early Achievers the Facility must not be in a suspended or revoked status; and the Facility's revocation must have occurred more than one year from the date of the Facility's application to participate in the Early Achievers. The Facility may apply, or reapply, to participate in Early Achievers by submitting written documentation, using a DEL approved template. The facility documentation must be submitted to the QRIS Review Team. The documentation must describe how the issues that caused revocation have been resolved; and what the Facility has done, and will do in the future, to ensure successful participation in Early Achievers. The Facility's eligibility to participate will be based on the QRIS Review Team's review and consideration of the cause(s) of the suspension or revocation, the new application, information from partners (including Regional Coordinators) and the Statewide Licensing Administrator. Notwithstanding the QRIS Review Team's decision, the parties understand that DEL reserves the right to make the final decision related to whether the Facility may participate in Early Achievers.

V. STATEMENT OF WORK

5.1 Contract between DEL and CCRRN. As a part of this Agreement the parties agree and understand that they must obtain the prior written approval from DEL before implementation of this Agreement. The Facility and its employees or agents performing under this Agreement are not officers, employees or agents of the State of Washington or the DEL. The Contract between DEL and CCRRN is available upon request.

5.2 Completion of Level 2 requirements. The parties agree that the Facility will satisfactorily complete each Level 2 requirement within thirty months of the date of facility submission of Early Achievers Registration in MERIT. If the Facility fails to satisfactorily complete the Level 2 requirements within thirty months of Early Achievers Registration, the Facility must resubmit its Level 2 application.

5.3 Request for Early Achievers rating. The Facility understands and agrees that in order to receive an Early Achievers rating, the Facility must complete all required steps, including but not limited to: DEL approval of facility Application for Level 2; completion of the Early Achievers Rating Readiness Tool; LAN approval of facility request for on-site evaluation; and participation in facility evaluation with the University of Washington. The Facility will use the Applicant Cohort schedule outlined in the Early Achievers Participant Operating Guidelines to plan their timeline between Early Achievers Registration and receipt of Early Achievers rating. DEL cannot guarantee that facilities will be rated at a faster rate than outlined in the Applicant Cohort schedule.

5.4 Publication of facility participation status. The Facility understands and agrees that the Facility's Early Achievers participation status will be displayed to the public on the DEL and CCRRN websites. One of two participation statuses will be displayed as follows:

"Participating in Quality Improvement" is displayed when:

- Facilities have registered for Early Achievers
- Facilities are in the process of completing Level 2 activities
- Facilities have achieved Level 2 status but have not yet been rated
- Facilities are rated Level 2 after an on-site evaluation

"Quality Level of Excellence" is displayed when:

- Facilities are rated Level 3, Level 4 or Level 5

Pursuant to possible state mandates, DEL may publish rating Levels as actual earned rating Levels 2-5 at any time. In the event that this occurs, DEL will provide a one-time notification to all participating Early Achieves facilities.

5.5 Coaching services. After achieving an Early Achievers Rating Level of 3, 4 or 5, the LAN must assign to the Facility an Early Achievers Coach employed by the LAN. The Facility agrees to actively participate and work with the Early Achievers Coach. The coaching services must include, but not be limited to the following:

- (A) Participation in regular coaching visits;
- (B) Creation and implementation of a Facility Quality Improvement Plan based on Early Achievers evaluation data and aligned with the Quality Standards as described in Exhibit B, attached hereto and incorporated herein as though set forth in full;
- (C) Staff involvement in coaching services; and

(D) Adherence to professionalism in conduct and behavior with coaches, regional coordinators, trainers and DEL QRIS staff.

5.6 Annual facility update. The Facility agrees that after receiving a Level 2 to 5 rating, the Facility must submit an annual facility update by accessing the Early Achievers page in MERIT, when this feature becomes available, confirming that the Facility is still an active participant. The annual facility update must be submitted by the Facility no later than 30 calendar days before the anniversary date of the assignment of Early Achievers rating.

5.7 Facility re-evaluation.

The Facility must submit a request for an Early Achievers re-evaluation no later than 60 days before the expiration of three years from the previous rating assignment in order to be re-rated.

5.8 Completion of self-assessments and evaluation readiness. The Facility will accurately and thoroughly complete all self-assessments and evaluation readiness activities to the best of the Facility's ability.

VI. QUALITY IMPROVEMENT AWARDS

6.1 Early Achievers facilities that have obtained an Early Achievers rating of a Level 3, 4, or 5, may be eligible to receive Quality Improvement Awards. In order to receive a Quality Improvement Award, the Facility must: be an eligible Early Achievers Facility as defined in Section IV; have participated in a facility evaluation and received an Early Achievers Rating Level 3, 4 or 5; and agree to develop a Quality Improvement Plan based on evaluation results in partnership with the QRIS coach. The Quality Improvement Plan must be approved by the QRIS coach. Quality Improvement Award levels are determined based on rating levels and intended to recognize achievement. Quality Improvement Awards are also intended to support facilities that are implementing quality improvement goals.

6.2 Quality Improvement Awards are subject to the following conditions:

(A) Quality Improvement Awards are awarded only to facilities that have participated in an evaluation and achieved a rating Level of 3, 4, or 5;

(B) Quality Improvement Award funds may only be used to support goals outlined on coach-approved facility Quality Improvement Plans; and

(C) Quality Improvement Award funds may only be spent on materials in the following approved categories: Child Outcomes; Curriculum and Learning Environment and Interactions; Professional Development and Training; and Family Engagement and Partnership as defined in the Early Achievers Participant Operating Guidelines. The Facility agrees to adhere to the Early Achievers Participant Operating Guidelines for the purpose, allowable spending, spending restrictions, and documentation and reporting of the awarded funds outlined in this section. Fraudulent use of Quality Improvement Award funds will result in immediate termination from Early Achievers.

6.3 The Facility must keep all receipts, invoices and related documentation for Quality Improvement Award funds onsite for seven years. The Facility understands that DEL will conduct audits of Quality Improvement Award expenditures and tracking for randomly selected facilities and for facilities that are suspected to have made fraudulent use of funds.

6.4 The Facility must provide to LAN a report twice a year detailing how Quality Improvement Award funds are allocated using a LAN provided tool.

VII. VOLUNTARY PARTICIPATION. The Facility acknowledges that participation in Early Achievers is voluntary. The Facility may withdraw from Early Achievers at any time.

VIII. FACILITY QRIS PRIMARY CONTACT PERSON. The QRIS Primary Contact person for the Facility shall be responsible for oversight and completion of all Level 2 requirements including the Early Achievers Application, Early Achievers Orientation, Professional Training Series, and facility self-assessment. After achieving Level 2 status the QRIS Primary Contact person shall be responsible for submitting the request for evaluation for the Facility's rating. If the QRIS Primary Contact person leaves the Facility at any time before completion of the Level 2 requirements, the Facility must assign a new QRIS Primary Contact person who will be required to complete Level 2 activities including all required trainings.

IX. FACILITY EVALUATION BY THE UNIVERSITY OF WASHINGTON. As a participant in Early Achievers, the Facility acknowledges that it will be required to participate in facility evaluation activities conducted by the University of Washington in order to achieve a Level 3, 4 or 5 rating. Facility evaluation requirements include, but are not limited to, the following:

(A) Notice to the parents of children attending the Facility that the Facility will be participating in Early Achievers;

(B) Signed consent forms from the parents of the children allowing the children to be present during the on-site evaluation process;

(C) On-site evaluation visit(s) that include:

- (1) Record reviews;
- (2) Staff interviews;
- (3) Facility and classroom observations; and
- (4) Parent interviews.

(D) Verification of facility-submitted information related to Quality Rating Improvement System standards;

(E) Access to staff qualifications in MERIT;

(F) Assignment of Facility rating; and

(G) A minimum of three enrolled children birth to age five on-site at the time of the on-site evaluation.

X. USE OF DATA

10.1 Use of data. The Facility acknowledges that all information, and data provided by the Facility to DEL will be used by DEL, the University of Washington, and CCRRN for the following purposes:

(A) To support the Facility's participation in Early Achievers;

(B) To investigate how the Early Achievers Quality Standards are related to child outcomes; and

(C) To support the statewide implementation and ongoing evaluation of Early Achievers.

10.2 Ownership of data. Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DEL. DEL shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Facility hereby irrevocably assigns all right, title, and interest in the Materials, including all intellectual property rights, to DEL effective from the moment of creation of such Materials.

10.3 Definition of "materials". "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

XI. PRIVACY AND THE PUBLIC RECORDS ACT

11.1 Protection of personal information. Except as otherwise stated in this Agreement, the Facility agrees to not release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DEL or as provided by law. The Facility agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

11.2 Disclosure under the Public Records Act. The parties acknowledge that DEL and the University of Washington are subject to chapter 42.56 RCW, the Public Records Act. The parties further acknowledge that Facility records in the possession of DEL or the University of Washington may also be subject to disclosure under chapter 42.56 RCW.

XII. REPORTING CHANGES THAT MAY AFFECT EARLY ACHIEVERS ELIGIBILITY. Within seven business days the Facility must report to the LAN, who will notify DEL, any change to or within the Facility that may affect the Facility's eligibility for participation or the Facility's rating. A change to or within the Facility includes, but is not limited to, the following: address change, change in the owner or director, change in licensing status, change in licensed capacity, change in the ages of the children served, or change in enrollment.

XIII. FUNDING CONTINGENCY. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, this Agreement may be terminated, subject to renegotiation at LAN's discretion under the new funding limitations and conditions.

XIV. DEBARMENT, SUSPENSION AND INELIGIBILITY. If federal funds are the basis (in whole or in part) for this Agreement, the Facility certifies that it is not presently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or facility.

XV. NONDISCRIMINATION LAWS. During the performance of this Agreement, the Facility shall comply with all federal and state nondiscrimination laws, regulations and policies. In the

event of the Facility's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Facility may be declared ineligible for further contracts with the DEL. The Facility shall, however, be given a reasonable time in which to cure this noncompliance.

- XVI. RIGHT OF INSPECTION. The Facility shall provide right of access to its Facility to the LAN, CCRRN, and DEL, or any of its officers, or to any other authorized agent or official of LAN, CCRRN or State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.
- XVII. LICENSING, ACCREDITATION AND REGISTRATION. The Facility must comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this Agreement.
- XVIII. TERMINATION FROM THE EARLY ACHIEVERS PROGRAM. In the event the Facility has failed to comply with the conditions of this Agreement in a timely manner, the LAN, after receiving authorization from DEL, has the right to suspend or terminate this Agreement. The LAN shall notify the Facility in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Agreement may be terminated. The LAN, with DEL approval, reserves the right to suspend all or part of the Agreement during investigation of the alleged compliance breach and pending corrective action by the Facility or a decision by LAN to terminate the Agreement. In the event of termination, the Facility shall be liable for damages as authorized by law including, but not limited to, Quality Improvement funds paid to the Facility. The rights and remedies of the LAN provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- XIX. DISPUTE RESOLUTION

19.1 Request for Dispute Resolution Board. Except as otherwise provided in this Contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a Dispute Resolution Board (DRB). A request for a DRB must be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. Parties must provide a response within fourteen (14) days.

19.2 Dispute Resolution Board review. Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member. The

DRB shall evaluate the facts, contract terms and applicable statutes and rules and make a determination by majority vote. The decision is not binding on the parties and shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that the DRB shall precede any action in judicial or quasi-judicial tribunal.

XX. INTERPRETATION OF CONTRACT

20.1 Governing law. This contract shall be governed by the laws of the State of Washington.

20.2 Entire agreement. This Contract Agreement represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Agreement shall be deemed to exist or to bind any of the parties hereto.

20.3 Conformance. If any provision of this Contract Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

20.4 Approval and amendment. This Contract Agreement shall become binding upon the signature of all parties. The Contract Agreement may be altered, amended, or waived only by a written amendment executed by the persons signing below. Any alterations, modifications or waiver of any clauses shall not be binding until such written approval is executed.

THIS CONTRACT, consisting of thirteen (13) pages (not including the exhibits), is executed by the persons signing below who warrant that they have the authority to execute this Contract.

Catholic Family & Child Services,
dba Child Care Aware of Central Washington

Wenatchee School District

Signature

Signature

Title

Date

Washington State UBI No.

601 056 391

Federal Employer ID No.

91-1370404

Title

Date

Washington State UBI No.

Federal Employer ID No.

Provider ID _____

90

Bd Mtg 6/14/16

MEMORANDUM

Inventory Surplus

TO: Board of Education
 FROM: Karen Walters, Director of Accounting
 DATE: June 16, 2016
 SUBJECT: Declaration of Surplus

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

| Building | Quantity | Item |
|-------------------------|----------|------------------------------------|
| Columbia | 4 Boxes | Old Library Books |
| | 1 | TV Bracket |
| | 1 | TV |
| Orchard | 2 Boxes | 7th Grade Literature Books |
| | 2 Boxes | 7th Grade Reading/Writing Books |
| | 3 Boxes | ESL Books |
| District Office | 2 | 4 Drawer Lateral File Cabinet |
| | 1 | 5 Drawer Lateral File Cabinet |
| <i>Special Programs</i> | 1 | Lrg. Tub of Read Naturally Books |
| | 1 | LAS Assessment Materials |
| | 1 | Misc. Teaching Materials |
| | 1 | LAS Links Guidance Book |
| | 1 | Sing a Song Poetry Book |
| | 1 | Phonics Lessons Teaching Resources |

Wenatchee School District Sports Camp/Clinic Application

This application must be completed and approved by the school board prior to the start of any activity including pre-registration. Please include a prior year's camp flyer if you have one.

- | | |
|---|---|
| <p>1. Type of Camp <i>Basketball Camp</i></p> <p>3. Group Sponsoring Camp <i>Boys Bball</i></p> <p>5. Name of Clinician EWU <i>EWU</i></p> <p>7. Date(s) of Camp <i>July 1-3</i></p> <p>9. Age (Grade) of Participants <i>9-12</i></p> <p>11. Anticipated Number of Male Campers <i>8</i></p> | <p>2. Purpose of Camp <i>Team</i></p> <p>4. Camp Location <i>Cheney, WA</i></p> <p>6. Address of Clinician <i>N/A</i></p> <p>8. Number & Types of Sessions <i>3 days</i></p> <p>10. Cost Per Participant <i>Camp is \$ 195.00/person for overnight campers</i></p> <p>12. Anticipated Number of Female Campers <i>X</i></p> |
|---|---|
13. Is the insurance/liability statement to the parent/legal guardian included on the pupil registration form?
 Yes No *They provide waiver forms for each camper to complete.*

Camp Sponsor Signature


Date of Signature
5.05.16

Building Principal Signature


Date of Signature
6/2/16

District AD Signature


Date of Signature
6/2/16

School Board Section

Approved

Rejected

Reason for Rejection:

WSD Administrative Signature

Date



- HOME
- TEAM CAMPS
- INDIVIDUAL CAMP
- ADVANCED SKILLS CAMP
- ELITE CAMP
- HIGH SCHOOL ELITE CAMP
- JOIN OUR EMAIL LIST
- HEAD COACH JIM HAYFORD
- COACHING STAFF
- FACILITIES
- DIRECTIONS
- CONTACT US
- VISIT OFFICIAL EWU EAGS MEN'S BASKETBALL SITE
- REGISTER ONLINE

EWU Men's Basketball Camps

Team Camps

| June 22nd - 24th | July 1st - 3rd | July 8th - 10th |
|---|---|---|
| Cost: \$500 Team Deposit REGISTER | 4A Big School Team Camp Cost: \$500 Team Deposit REGISTER | Cost: \$500 Team Deposit REGISTER |

Team Camp Details

- Team Camp includes 7 guaranteed games, camp clinics, competitions and contests, coaches social, practice times. 5 Meals, lodging in the dorms, camp t-shirt, 1 coach free per team.

For all registration and general questions, please contact:

- David Riley, Eastern Washington Basketball driley3@ewu.edu

We look forward to working with you soon!

Go Eagles!



* 1 team
for sure
possibly
2.

Wenatchee School District Sports Camp/Clinic Application

This application must be completed and approved by the school board prior to the start of any activity including pre-registration. Please include a prior year's camp flyer if you have one.

- | | |
|--|--|
| <p>1. Type of Camp <i>Cashmere Team Tourney</i></p> <p>3. WVC Team Tourney Group Sponsoring Camp Cashmere & WVC</p> <p>5. Boys Bball Name of Clinician <i>Levi Heyen & Ron Stone</i></p> <p>7. Date(s) of Camp <i>Cashmere → June 24-26</i> <i>WVC → June 25-26</i> Age (Grade) of Participants <i>9-12</i></p> <p>11. Anticipated Number of Male Campers <i>~ 20</i></p> | <p>2. Purpose of Camp <i>Boys Basketball</i></p> <p>4. Camp Location <i>Cashmere & WVC</i></p> <p>6. Address of Clinician</p> <p>8. Number & Types of Sessions <i>Cashmere → 3 days WVC → 2 days</i></p> <p>10. Cost Per Participant <i>WVC → \$180/team</i> <i>Cashmere → \$250/team</i></p> <p>12. Anticipated Number of Female Campers <i>N/A</i></p> |
|--|--|
13. Is the insurance/liability statement to the parent/legal guardian included on the pupil registration form?
 Yes No
→ Provided for each individual camper to sign.

| | | |
|---|---|---|
| <p>Camp Sponsor Signature </p> <p>Date of Signature <i>5.12.16</i></p> | <p>Building Principal Signature </p> <p>Date of Signature <i>6/2/16</i></p> | <p>District AD Signature </p> <p>Date of Signature <i>6/2/16</i></p> |
|---|---|---|

School Board Section

Approved

Rejected

Reason for Rejection:

WSD Administrative Signature

Date



2016 Cashmere Summer Basketball Tournament

June 24, 25, 26

Eligible Teams & Rules:

*Eligible players are students enrolled in grades 9-12 in your High School for the upcoming 2016-2017 school year.

*No all star teams

*Association Officials

*Two 15 minute halves, no running clock. Four games guaranteed.

*Overnight facilities available for teams if requested in advance.

Fill Out The Following Info:

*Team Name _____

*Coaches Name _____

*Contact Phone # and Email _____

Please send \$250 entry fee to: (make checks payable to Cashmere Boys Basketball)
Cashmere Boys Basketball
329 Tigner Road
Cashmere, WA 98815

For more information please contact Levi Heyen at:
lheyen@cashmere.wednet.edu or (509-670-6140)

2016 WVC
JV High School Boys
Summer Basketball Tournament
June 24-26

Eligible Teams & Rules

*Eligible players are students enrolled in grades 9-12 in your High School for the upcoming 2016-2017 school year.

*No all star teams

*Two 20 minute halves, running clock

*All games will be played at Wenatchee Valley College



Fill out the following:

- Team Name _____
- Coach's Name _____
- Contact Phone _____
- Contact Email _____

\$180.00 entry fee

**Make checks payable to:
Wenatchee Youth Basketball
879 Sage Crest Drive
Wenatchee, WA 98801**



**For more information please contact Ron Stone at
RonStone8386@gmail.com or (509) 670-1810**



OVERNIGHT / OUT OF STATE FIELD TRIP REQUESTS

Out of District/Overnight and Out of State Field Trip Requests for Board Approval Board Meeting: June 14, 2016

| Requesting Location | Dates | Destination | Teacher/Advisor Name | Group Making Trip/Chaperones | Educational Objective | # of Adults | # of Students | Estimated Cost | Funding Source |
|---|---|--|-------------------------|---|---|-------------|---------------|----------------|----------------|
| Orchard Middle School - SOAR/MIGRANT - Trip #1066 | 07/10/2016 09:00:00 AM - 07/12/2016 05:00:00 PM | WA State Univ Arboretum 150 E Spring St Pullman WA | Gaby Fernandez | CWU GEAR UP SOAR 3/ Orchard MS and Pioneer MS | A total of 40 students will attend 4H Teen Leadership Conference at Washington State University. Students will become college students and attend classes taught by college professors all related to STEM, leadership and college planing. | 6 | 40 | \$188.00 | SOAR - NLA |
| Foothills Middle School - SOAR/MIGRANT Trip #1045 | 06/27/2016 07:30:00 AM - 07/01/2016 01:30:00 PM | Islandwood Science Camp 4450 Blakely Ave NE Bainbridge Island WA 98110 | Ingrid Rivera | Migrant Middle School Students | School Overnight Program - students base a week around creating an investigable question about the natural world, then go about creating a method to answer that question and finally answering it using the scientific method -- Critical Thinking, Teamwork and Academic Skill. | 2 | 17 | \$ 141.00 | Migrant |
| Wenatchee High School - Trip #1048 | 08/19/2016 10:15:00 AM - 08/21/2016 12:00:00 PM | Thousand Trails 20752 Chiwawa Loop Rd, Leavenworth, WA 98826 | Ramon Rlvera | Mariachi Huenachi Summer Leadership Camp | Mariachi Huenachi Summer Leadership Camp | 2 | 20 | \$ 94.00 | SOAR - NLA |

Board Meeting: June 14, 2016

| Requesting Location | Dates | Destination | Teacher/Advisor | | Educational Objective | # of | | Estimated Cost | Funding Source |
|--|--|---|-----------------|------------------------------|------------------------------|-------------|----------|----------------|-----------------------|
| | | | Name | Group Making Trip/Chaperones | | # of Adults | Students | | |
| Wenatchee High School - ASB - Trip #1041 | 09/25/2016 10:00:00 AM - 09/27/2016 08:00:00 PM | Montana State Univeristy 300 13th St W, Havre, MT 59501 | Ramon RIVERA | Mariachi Huenachi Univ Visit | Mariachi Huenachi Univ Visit | 2 | 20 | \$1,245.50 | ASB WHS - Mariachi |



SPECIAL

PRESENTATIONS

**WHS Bell Schedule:
You will be sent a link to
this presentation.**



FACILITY

PROJECTS UPDATES

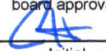
ITEM # 1

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

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

All contracts require school board approval.

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

| Date | New or Renewal or Revision | Agency | Purpose | Amount | Contract Start Date & End Date | Staff Person Responsible for Contract | Approved by Les? | PO Required? | Attorney Review Required? |
|----------|----------------------------|----------------------------------|---|--------------------|--|--|------------------|--------------|---------------------------|
| 06/02/16 | New | Chelan County Regional SWAT Team | Interlocal Agreement for use of surplus properties for training purposes. | \$0 | Upon approval until WSD terminates for demolition purposes | Gregg Herkenrath | | No. | |
| | | | | Budget Code | | I have read this contract and recommend it for board approval. | | | |
| | | | | | |  Initial 6/2/16 Date | | | |

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

Agency Name Chelan County Regional SWAT Team
 Attention: Dave Helvey
 Street address or PO Box 401 Washington
 City, State, Zip Code Wenatchee, WA 98801
 Email Address _____
 Phone Number (509) 667-6337

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

If this is a revision, what has changed?

Interlocal Agreement was requested by WSD for the use of SWAT Team Traiing within WSD vacant (surplus) properties (see approved resolutions 03-15 and 27-16) already declared surplus and authorized for demolition.

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

Reviewed by Attorney _____
 Signature

Requires Edits? _____

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

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

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

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

WHEREAS, the District owns real properties, which have vacant buildings located thereon, at:

- A. 1493 Okanogan Ave., Wenatchee, Washington;
- B. 4500 Saturday Ave., Malaga, Washington; and
- C. The old section of Washington Elementary School at 1401 Washington Street, Wenatchee, Washington;

(collectively “Property”).

WHEREAS, pursuant to Resolution 03-15, adopted by the District’s Board of Directors on May 12, 2015, the Okanogan Ave. and Saturday Ave. properties has been deemed surplus property.

WHEREAS, pursuant to Resolution 27-16, adopted by the District’s Board of Directors on 5/24/2016, the old section of Washington Elementary School has been deemed surplus property.

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

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

NOW, THEREFORE, the parties agree as follows:

1. Purpose.

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

2. Administration.

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

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

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

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

SWAT Team: Dave Helvey
Chelan County Regional SWAT Team
401 WASHINGTON
Wenatchee, WA 98801
509-667-6337

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the parties; and

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

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

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

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

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

4. Use of the Property.

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

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

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

4.4 The License does not include:

4.4.1 The storage of firearms or ammunition;

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

4.4.3 The storage of perishable goods;

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

4.4.5 The use or storage of any hazardous materials; or

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

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

4.6 This License is nonexclusive and the District retains the right to allow other persons or entities to use the Property before, after or during the use of the Property by the SWAT Team. The other persons or entities include, but are not limited to, Chelan County Fire District No. 1 and the Wenatchee Police Department.

4.7 At least five (5) days prior to the use of the Property, the SWAT Team must arrange a time and date for use of the Property with the District's Facility and Capital Projects Director (currently Gregg Herkenrath), or his designee.

4.8 At least one (1) day prior to the use of the Property, the SWAT Team shall notify in writing, at its own expense, all property owners within a one (1) block radius of the particular Property that it will be using the Property for training purposes. The writing shall be approved by the District's Facility and Capital Projects Director, or his designee.

4.9 The SWAT Team is using the Property "as is" in its current physical condition without any warranties, express or implied, as to the nature or condition of the Property, including but not limited to the presence or absence of any latent or patent condition on or in the Property or any other matters affecting the Property. The SWAT Team is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines, or other information or material furnished by the District or its representatives, whether oral or written, express or implied, of any nature whatsoever.

5. Financing, Budget and Expenses.

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

6. Acquired Property.

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

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

7. Maintenance and Audit of Records.

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

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

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

8. Legal Relations.

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

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

9. Enforcement.

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

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

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

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

10. Applicable Laws.

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

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance

its words, without consideration or weight given to its being drafted by any party or its legal counsel.

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

12. Waiver of Breach.

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

13. Recitals.

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

14. Severability.

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

15. Posting of the Agreement.

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

16. Entire Agreement.

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

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

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

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

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

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

WENATCHEE SCHOOL DISTRICT NO. 246

CHELAN COUNTY REGIONAL SWAT TEAM

By _____

By Dave Helvey

Its: _____

DAVE HELVEY
Its: TEAM COMMANDER

Date: _____

Date: 05/23/2016

RESOLUTION NO. 03-15

DECLARATION OF REAL PROPERTY SURPLUS

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 03-15

Page 1 of 2

RESOLUTION NO. 03-15

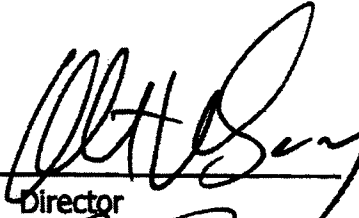
DECLARATION OF REAL PROPERTY SURPLUS

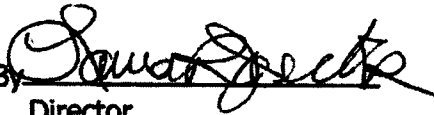
3. The School Board authorizes the demolition of "the structures".

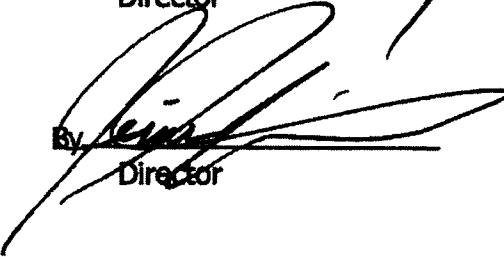
ADOPTED at a regular open meeting of the Board of Directors held on May 12, 2015.

WENATCHEE SCHOOL DISTRICT NO. 246

By _____
Director

By 
Director

By 
Director

By 
Director

By _____
Director

Attest:


BRIAN L. FLONES
Secretary/Superintendent

RESOLUTION NO. 27-16

WHEREAS, Wenatchee School District No. 246 (“the School District”), is the owner of the following described real property (“the old Washington Elementary School”):

See Exhibit ‘A’, which is attached hereto and incorporated herein by this reference depicting the old Washington Elementary School to be demolished.

WHEREAS, there is situated on the subject property the old Washington Elementary School (“the old Washington Elementary School”), which is located at 1401 Washington Street, Wenatchee, WA 98801;

WHEREAS, the School District desires to designate “the old Washington Elementary School” on the subject property as surplus, real property for the purpose of demolition of “the old Washington Elementary School” on the subject property; and

WHEREAS, the School District has no foreseeable use for “the old Washington Elementary School” and it is deemed necessary to demolish “the old Washington Elementary School” to allow for the expansion of the Washington Elementary School Replacement project;

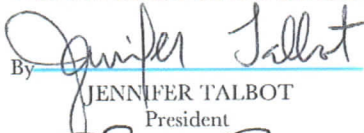
WHEREAS, “the old Washington Elementary School” is no longer needed for school purposes as it is being replaced with a new building pursuant to previous Resolution 07-15 Intent to Construct Washington Elementary School New Construction in Lieu of Modernization (See Exhibit ‘B’);

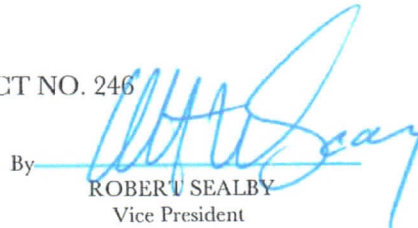
NOW THEREFORE, be it resolved by the Board of Directors of Wenatchee School District No. 246 as follows:

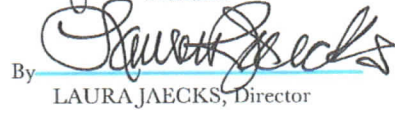
1. The School District hereby designates “the old Washington Elementary School” including all fixtures and contents remaining as surplus.
2. The School District has no use for “the old Washington Elementary School” on the subject property.
3. The School District deems it necessary to demolish “the old Washington Elementary School” in order for the Washington Elementary School Replacement project to move forward.
4. The School Board authorizes the demolition of “the old Washington Elementary School”.

ADOPTED at a regular open meeting of the Board of Directors held on May 24, 2016.

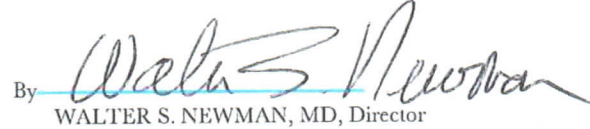
WENATCHEE SCHOOL DISTRICT NO. 246

By 
JENNIFER TALBOT
President

By 
ROBERT SEALBY
Vice President

By 
LAURA JAECKS, Director

By 
CLAUDIA DE ROBLES, Director

By 
WALTER S. NEWMAN, MD, Director

Attest:

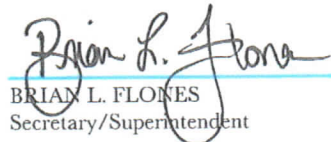

BRIAN L. FLONAS
Secretary/Superintendent

EXHIBIT 'A' TO RESOLUTION NO. 27-16

WHEREAS, Wenatchee School District No. 246 ("the School District"), is the owner of the following described real property ("the subject property"):

| | | | |
|-----------------------------|---|--------------------|---|
| Property ID: | 16048 | Legal Description: | TOWNSHIP 22N RANGE 20EWM SECTION 09 BLA 2015-002WE PT NENENW ACRES 8.4500 |
| Geographic ID: | 222009210500 | Agent Code: | |
| Type: | Real | | |
| Tax Area: | 802 - W246 F1 | Land Use Code | 68 |
| Open Space: | N | DFL | N |
| Historic Property: | N | Remodel Property: | N |
| Multi-Family Redevelopment: | N | | |
| Township: | 22N | Section: | 09 |
| Range: | 20EWM | Legal Acres: | 8.4500 |
| Location | | | |
| Address: | 1401 WASHINGTON ST WENATCHEE, WA 98801 | Mapsco: | |
| Neighborhood: | Cycle 2 Wenatchee mid div 1 COM | Map ID: | 2WENM01C0 1 |
| Neighborhood CD: | 2WENM01C01 | | |
| Owner | | | |
| Name: | WENATCHEE SCHOOL DISTRICT NO 246 | Owner ID: | 78134 |
| Mailing Address: | PO BOX 1767 WENATCHEE, WA 98807 | % Ownership: | % |
| | | Exemptions: | EX |

The picture below shows the actual structure to be demolished:

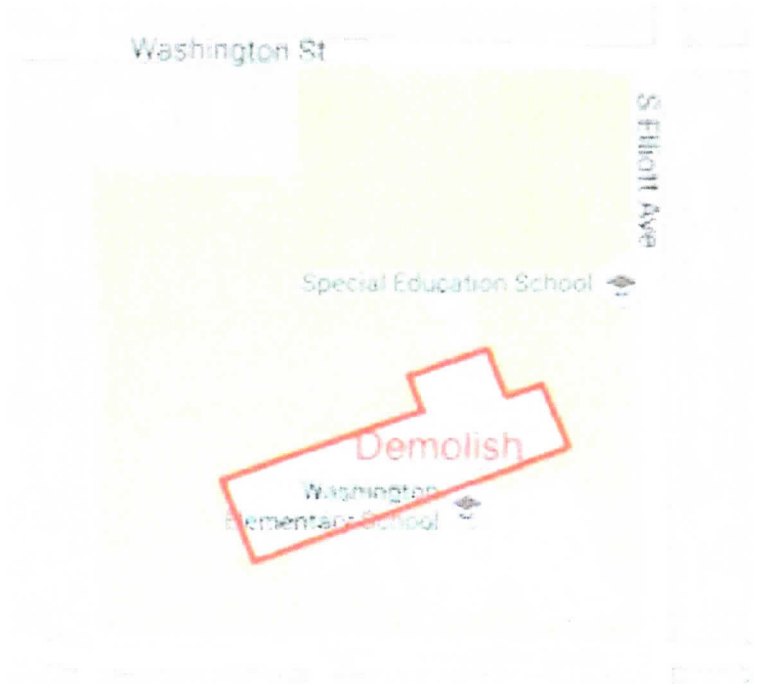


EXHIBIT 'B' TO BOARD RESOLUTION 27-16

**A BOARD RESOLUTION OF INTENT TO CONSTRUCT
WASHINGTON ELEMENTARY SCHOOL
NEW CONSTRUCTION IN LIEU OF MODERNIZATION
RESOLUTION NO. 07-15**

WHEREAS, Wenatchee School District No. 246 (the District") intends to modernize and add additions to the existing Washington Elementary School; and

WHEREAS, the taxpayers of the District have approved a construction bond to provide funding for this project; and

WHEREAS, the Office of the Superintendent of Public Instruction has determined that the Washington Elementary School Project is eligible for state construction assistance for new construction in lieu of modernization;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of Wenatchee School District No. 246 does hereby certify that the modernization and additions of Washington Elementary School will be completed for purpose for which the state construction assistance is being provided as required by WAC 392-344-130.

Adopted this 28th day of April 2015 in Wenatchee, Washington.

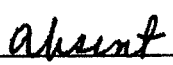
MEMBERS, BOARD OF DIRECTORS

ATTEST: 


Brian Flores
Secretary, Board of Directors



Walter Newman,
President, Board of Directors



Jesús Hernández
Director

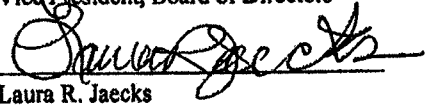


Robert Sealby
Director

APPROVED AUTHORIZED SIGNATURES:



Jennifer Talbot,
Vice President, Board of Directors



Laura R. Jaacks
Director



FACILITY

PROJECTS UPDATES

ITEM # 2

**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? |
|----------|----------------------------|-----------------------------------|---|--------------------|--|---|--|--------------|---|
| 06/08/16 | New | Chelan County Fire District No. 1 | Interlocal Agreement for use of surplus properties for training purposes. | \$0 | Upon approval until WSD terminates for demolition purposes | <u>Gregg Herkenrath</u> | | No. | This is decided at the district office. |
| | | | | Budget Code | | | I have read this contract and recommend it for board approval. | | |
| | | | | | | Initial <u> </u> Date <u>6/8/16</u> | | | |

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

Agency Name Chelan County Fire District No. 1
 Attention: Mike Burnett, Fire Chief
 Street address or PO Box PO Box 2106
 City, State, Zip Code Wenatchee, WA 98807
 Email Address _____
 Phone Number (509) 662-4734

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

If this is a revision, what has changed?

Interlocal Agreement was requested by WSD for the use of Chelan County Fire District No. 1 Training within WSD vacant (surplus) properties (see approved resolutions 03-15 and 27-16) already declared surplus and authorized for demolition.

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

Reviewed by Attorney _____
 Signature

Requires Edits? _____

**INTERLOCAL AGREEMENT
BETWEEN
WENATCHEE SCHOOL DISTRICT NO. 246
AND
CHELAN COUNTY FIRE DISTRICT NO. 1**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into the last date below, by and between the Wenatchee School District No. 246 (“District”), a municipal corporation, and the Chelan County Fire District No. 1 (“CCFD”), a municipal corporation. The District and CCFD are sometimes referred to individually as a “party” or together as the “parties,” as follows:

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

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

WHEREAS, the District owns real properties, which have vacant buildings located thereon, at:

- A. 1493 Okanogan Ave., Wenatchee, Washington;
- B. 4500 Saturday Ave., Malaga, Washington; and
- C. The old section of Washington Elementary School at 1401 Washington Street, Wenatchee, Washington;

(collectively “Property”).

WHEREAS, pursuant to Resolution 03-15, adopted by the District’s Board of Directors on May 12, 2015, the Okanogan Ave. and Saturday Ave. properties has been deemed surplus property.

WHEREAS, pursuant to Resolution 27-16, adopted by the District’s Board of Directors on 5/24/2016, the old section of Washington Elementary School has been deemed surplus property.

WHEREAS, CCFD desires to utilize the Property for training of CCFD personnel.

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

NOW, THEREFORE, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to authorize CCFD to use the Property for training of CCFD personnel.

2. Administration.

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

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

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

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

CCFD: FIRE CHIEF
Chelan County Fire District No. 1
PO Box 2106
Wenatchee, WA 98801
509- 662 - 4734

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the parties; and

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

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

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

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

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

4. Use of the Property.

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

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

4.3 CCFD agrees to make no illegal or improper use of the Property.

4.4 The License does not include:

4.4.1 The storage of firearms or ammunition;

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

4.4.3 The storage of perishable goods;

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

4.4.5 The use or storage of any hazardous materials; or

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

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

4.6 This License is nonexclusive and the District retains the right to allow other persons or entities to use the Property before, after or during the use of the Property by CCFD. The other persons or entities include, but are not limited to, Chelan County Fire District No. 1 and the Wenatchee Police Department.

4.7 At least five (5) days prior to the use of the Property, CCFD must arrange a time and date for use of the Property with the District's Facility and Capital Projects Director (currently Gregg Herkenrath), or his designee.

4.8 At least one (1) day prior to the use of the Property, CCFD shall notify in writing, at its own expense, all property owners within a one (1) block radius of the particular Property that it will be using the Property for training purposes. The writing shall be approved by the District's Facility and Capital Projects Director, or his designee.

4.9 CCFD is using the Property "as is" in its current physical condition without any warranties, express or implied, as to the nature or condition of the Property, including but not limited to the presence or absence of any latent or patent condition on or in the Property or any other matters affecting the Property. CCFD is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines, or other information or material furnished by the District or its representatives, whether oral or written, express or implied, of any nature whatsoever.

5. Financing, Budget and Expenses.

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

6. Acquired Property.

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

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

7. Maintenance and Audit of Records.

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

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

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

8. Legal Relations.

8.1 The parties agree that CCFD's relation to the District shall be at all times under this Agreement as an independent contractor. Employees of the District are and will

remain employees of District. Employees of CCFD are and will remain employees of their respective agency.

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

9. Enforcement.

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

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

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

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

10. Applicable Laws.

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

11. Interpretation.

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

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

12. Waiver of Breach.

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

13. Recitals.

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

14. Severability.

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

15. Posting of the Agreement.

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

16. Entire Agreement.

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

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

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

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

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

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

WENATCHEE SCHOOL DISTRICT NO. 246

CHELAN COUNTY FIRE DISTRICT NO. 1

By _____

By M. Burnett

Its: _____

Its: FIRE CHIEF

Date: _____

Date: 6-6-16

RESOLUTION NO. 03-15

DECLARATION OF REAL PROPERTY SURPLUS

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 03-15

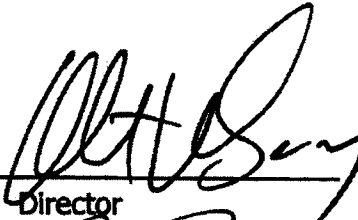
DECLARATION OF REAL PROPERTY SURPLUS


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

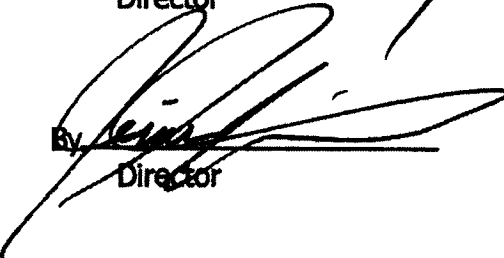
ADOPTED at a regular open meeting of the Board of Directors held on May 12, 2015.

WENATCHEE SCHOOL DISTRICT NO. 246

By _____
Director

By 
Director

By 
Director

By 
Director

By _____
Director

Attest:


BRIAN L FLETES
Secretary/Superintendent

RESOLUTION NO. 27-16

WHEREAS, Wenatchee School District No. 246 (“the School District”), is the owner of the following described real property (“the old Washington Elementary School”):

See Exhibit ‘A’, which is attached hereto and incorporated herein by this reference depicting the old Washington Elementary School to be demolished.

WHEREAS, there is situated on the subject property the old Washington Elementary School (“the old Washington Elementary School”), which is located at 1401 Washington Street, Wenatchee, WA 98801;

WHEREAS, the School District desires to designate “the old Washington Elementary School” on the subject property as surplus, real property for the purpose of demolition of “the old Washington Elementary School” on the subject property; and

WHEREAS, the School District has no foreseeable use for “the old Washington Elementary School” and it is deemed necessary to demolish “the old Washington Elementary School” to allow for the expansion of the Washington Elementary School Replacement project;

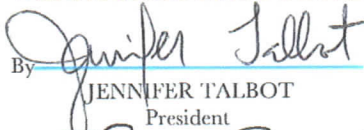
WHEREAS, “the old Washington Elementary School” is no longer needed for school purposes as it is being replaced with a new building pursuant to previous Resolution 07-15 Intent to Construct Washington Elementary School New Construction in Lieu of Modernization (See Exhibit ‘B’);

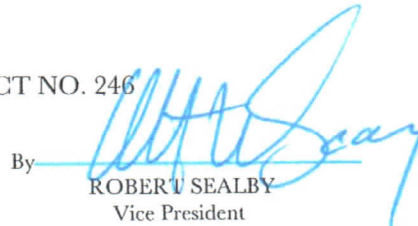
NOW THEREFORE, be it resolved by the Board of Directors of Wenatchee School District No. 246 as follows:

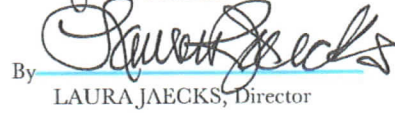
1. The School District hereby designates “the old Washington Elementary School” including all fixtures and contents remaining as surplus.
2. The School District has no use for “the old Washington Elementary School” on the subject property.
3. The School District deems it necessary to demolish “the old Washington Elementary School” in order for the Washington Elementary School Replacement project to move forward.
4. The School Board authorizes the demolition of “the old Washington Elementary School”.

ADOPTED at a regular open meeting of the Board of Directors held on May 24, 2016.

WENATCHEE SCHOOL DISTRICT NO. 246

By 
JENNIFER TALBOT
President

By 
ROBERT SEALBY
Vice President

By 
LAURA JAECKS, Director

By 
CLAUDIA DE ROBLES, Director

By 
WALTER S. NEWMAN, MD, Director

Attest:

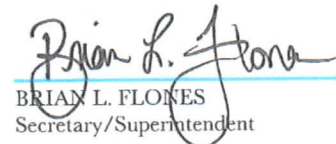

BRIAN L. FLORES
Secretary/Superintendent

EXHIBIT 'A' TO RESOLUTION NO. 27-16

WHEREAS, Wenatchee School District No. 246 ("the School District"), is the owner of the following described real property ("the subject property"):

| | | | |
|-----------------------------|---|--------------------|---|
| Property ID: | 16048 | Legal Description: | TOWNSHIP 22N RANGE 20EWM SECTION 09 BLA 2015-002WE PT NENENW ACRES 8.4500 |
| Geographic ID: | 222009210500 | Agent Code: | |
| Type: | Real | | |
| Tax Area: | 802 - W246 F1 | Land Use Code | 68 |
| Open Space: | N | DFL | N |
| Historic Property: | N | Remodel Property: | N |
| Multi-Family Redevelopment: | N | | |
| Township: | 22N | Section: | 09 |
| Range: | 20EWM | Legal Acres: | 8.4500 |
| Location | | | |
| Address: | 1401 WASHINGTON ST WENATCHEE, WA 98801 | Mapsco: | |
| Neighborhood: | Cycle 2 Wenatchee mid div 1 COM | Map ID: | 2WENM01C0 1 |
| Neighborhood CD: | 2WENM01C01 | | |
| Owner | | | |
| Name: | WENATCHEE SCHOOL DISTRICT NO 246 | Owner ID: | 78134 |
| Mailing Address: | PO BOX 1767 WENATCHEE, WA 98807 | % Ownership: | % |
| | | Exemptions: | EX |

The picture below shows the actual structure to be demolished:

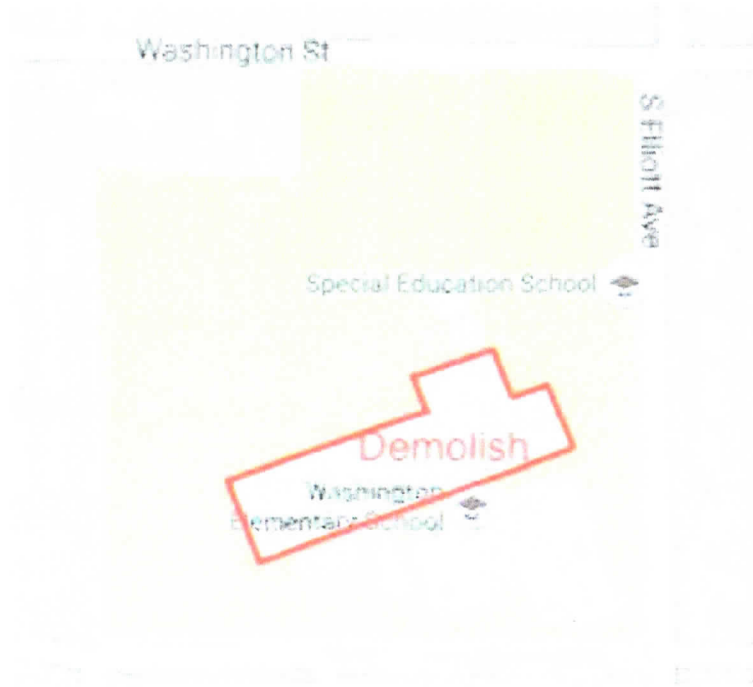


EXHIBIT 'B' TO BOARD RESOLUTION 27-16

**A BOARD RESOLUTION OF INTENT TO CONSTRUCT
WASHINGTON ELEMENTARY SCHOOL
NEW CONSTRUCTION IN LIEU OF MODERNIZATION
RESOLUTION NO. 07-15**

WHEREAS, Wenatchee School District No. 246 (the District") intends to modernize and add additions to the existing Washington Elementary School; and

WHEREAS, the taxpayers of the District have approved a construction bond to provide funding for this project; and

WHEREAS, the Office of the Superintendent of Public Instruction has determined that the Washington Elementary School Project is eligible for state construction assistance for new construction in lieu of modernization;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of Wenatchee School District No. 246 does hereby certify that the modernization and additions of Washington Elementary School will be completed for purpose for which the state construction assistance is being provided as required by WAC 392-344-130.

Adopted this 28th day of April 2015 in Wenatchee, Washington.

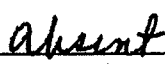
MEMBERS, BOARD OF DIRECTORS

ATTEST: 

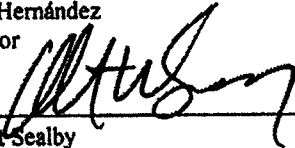
Brian Flores
Secretary, Board of Directors



Walter Newman,
President, Board of Directors

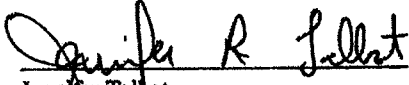


Jesús Hernández
Director

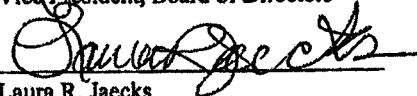


Robert Sealby
Director

APPROVED AUTHORIZED SIGNATURES:



Jennifer Talbot,
Vice President, Board of Directors



Laura R. Jaecks
Director



FACILITY

PROJECTS UPDATES

ITEM # 3

WENATCHEE SCHOOL DISTRICT

TO: BOARD OF DIRECTORS
FROM: LES VANDERVORT

RE: CAPITAL FACILITIES PLAN AMENDMENT TO TABLE 19
DATE: JUNE 14, 2016

The "Capital Facilities Plan" (CFP) is a document created by Wenatchee School District (WSD) staff to provide historical, statistical and planning data for WSD. The CFP is referenced in Resolution 20-15 as the document listing the current bond projects. Resolution 20-15 allows for alterations to the specific expenditures of Resolution 07-13 which provided authorization for financing assistance from the State of Washington.

Staff may supplement the district's "Capital Facilities Plan" when finding, declaring and directing that certain state and local circumstances should cause alterations to the specific expenditures of Resolution 07-13. The district's "Capital Facilities Plan" is supplemented as attached. Table 19A replaces Table 19.

Original projects identified in bond Resolution 07-13 are referred to as Phase I. Those projects are listed as "Major Projects" in Table 19 of the previous CFP.

Table 19A includes the Apple Bowl Turf and the Capital Improvement Program costs (administrative/consulting costs) as "Major Projects" costs.

In addition, the following "Minor Projects" are included as Phase 2 of the Phase I Bond in preparation for the New Bond:

**WHS (portable pad(s))/relocation/infra
WHS Science portable & installation
Columbia pad, relocate portable, infra
WSHS portable infrastructure
Pre-Bond (Phase II) Studies**

There are existing portables at Phase I Bond sites that will no longer be needed at their site after construction is complete. These portables can be used at various locations to provide classroom space for class size reduction, new program implementation, temporary housing until Phase II bond is complete, and other needs.

In addition, it is necessary to prepare Phase II Pre-Bond Studies to determine the feasibility of certain projects.

It is the intent of the Wenatchee School District to use available local or state monies for all projects.

Table 19A - Phase 1 Bond Package

Table 19A - Phase 1 Bond Package

Bond Approval Date: April 2014

Bond Amount = \$ 66,500,000

Major Projects

| Project | Cost | Front Funded Local \$ | State Match Funds \$ |
|---------------------------------|----------------------|------------------------------|-----------------------------|
| Lincoln Elementary (Mod & add) | \$ 27,399,958 | \$ 23,662,500 | \$ 3,737,458 |
| Washington Elementary (new) | \$ 33,020,670 | \$ 29,462,500 | \$ 3,558,170 |
| Castlerock (full modernization) | \$ 7,400,000 | \$ 6,100,000 | \$ 1,300,000 |
| Pioneer (gym & bleachers) | \$ 6,954,497 | \$ 6,550,000 | \$ 404,497 |
| Mission View Site Improvement | \$ 917,820 | \$ 650,000 | \$ 267,820 |
| Apple Bowl Improvements | \$ 1,365,211 | | \$ 1,365,211 |
| Capital Improvement Program | \$ 325,000 | \$ 75,000 | \$ 250,000 |
| Total | \$ 77,383,156 | \$ 66,500,000 | \$ 10,883,156 |

Phase 2 of Current Bond Project: Preparation Projects for Phase II Bond

| Project | Cost | Local Cost | State Match Funds \$ |
|-------------------------------------|----------------------|----------------------|-----------------------------|
| WHS (portable pad(s))/relocation/ii | \$ 1,507,165 | | \$ 1,507,165 |
| WHS Science portable & installatior | \$ 500,000 | | \$ 500,000 |
| Columbia pad, relocate portable, in | \$ 350,000 | | \$ 350,000 |
| WSHS portable infrastructure | \$ 605,000 | | \$ 605,000 |
| Pre-bond Studies | \$ 650,000 | | \$ 650,000 |
| Total | \$ 3,612,165 | | \$ 3,612,165 |
| Grand Total | \$ 80,995,321 | \$ 66,500,000 | \$ 14,495,321 |

WENATCHEE SCHOOL DISTRICT NO. 246
CHELAN COUNTY, WASHINGTON

RESOLUTION NO. 20-15

A RESOLUTION of the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington, finding, declaring and directing that certain state and local circumstances should cause alterations to the specific expenditures from the District's State of Washington financing assistance originally authorized in Resolution No. 07-13; ratifying actions heretofore taken in furtherance of the purposes of this resolution; and providing for other matters properly relating thereto, all as more particularly set forth herein.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WENATCHEE SCHOOL DISTRICT NO. 246, CHELAN COUNTY, WASHINGTON, as follows:

Section 1. Recitals. The Board of Directors (the "Board") of Wenatchee School District No. 246, Chelan County, Washington (the "District") takes note of the following facts and hereby makes the following findings and determinations:

(a) On October 10, 2013, the Board adopted Resolution No. 07-13, providing for the submission to the District's voters at a special election to be held on February 11, 2014, of a ballot proposition authorizing the District to issue its general obligation bonds in the principal amount of no more than \$66,500,000 (the "Bonds") to pay costs to "remodel and expand Lincoln Elementary School, construct and equip a new Washington Elementary School, remodel Special Education/Early Childhood Learning Center, make safety improvements and remodel gymnasium at Pioneer Middle School and make safety improvements at Mission View Elementary School" (collectively referred to herein as the "Projects"). Resolution No. 07-13, which was incorporated by reference in the ballot proposition, further defined the Projects in Section 2. Capitalized terms used in this resolution and not otherwise defined herein shall have the meanings assigned to such terms in Resolution No. 07-13.

(b) At the special election held on February 11, 2014, the District's voters approved the Bonds, and pursuant to this authorization, the District issued, sold and delivered the Bonds.

(c) Section 6 of Resolution No. 07-13 provided that the District may receive some money from the State of Washington as state financing assistance under chapter 28A.525 RCW with respect to the Projects ("State Financing Assistance") and that the State Financing Assistance must be used, when and in such amounts as it may become available, to carry out and accomplish the Projects.

(d) Section 6 of Resolution No. 07-13 further provided that if State Financing Assistance is "more than sufficient to carry out and accomplish the Projects (the "Excess State Financing Assistance"), and state or local circumstances require, the District may use the Excess State Financing Assistance to: (a) acquire, construct, install, equip and make other capital improvements to the District's facilities; (b) retire and/or defease a portion of the Bonds or other outstanding bonds of the District; or (c) provide for other purposes, all as the Board may determine by resolution after holding a public hearing thereon pursuant to RCW 28A.530.020."

(e) RCW 28A.530.020(2) provides that “[i]f the school board subsequently determines that state or local circumstances should cause any alteration to the specific expenditures from the debt financing or of the state assistance, the board shall first conduct a public hearing to consider those circumstances and to receive public testimony. If the board then determines that any such alterations are in the best interests of the district, it may adopt a new resolution or amend the original resolution at a public meeting held subsequent to the meeting at which public testimony was received.”

(f) Since the adoption of Resolution No. 07-13, the February 11, 2014 bond election and the issuance of the Bonds, the following state and local circumstances have occurred related to the specific expenditures from the State Financing Assistance for the Projects (the “State and Local Circumstances”):

(i) The State Financing Assistance will be more than sufficient to pay costs to accomplish and carry out the Projects due to lower than expected construction costs, an increase in the area cost allowance for statewide school construction projects and other factors influencing the District’s eligibility and receipt of State Financing Assistance, and therefore, the District expects a portion of the State Financing Assistance to be available to pay costs of other capital improvements to the District’s facilities (the “Excess State Financing Assistance”).

(ii) On file with the Secretary to the Board is a copy of the District’s *Capital Facilities Plan (2011-12 through 2020)*, revised December 8, 2011, as further supplemented by District staff (the “Capital Facilities Plan”). By this reference, the Capital Facilities Plan is incorporated herein. The Projects (described in Resolution No. 07-13 and approved by the voters on February 11, 2014) included the capital improvements identified in the Capital Facilities Plan as the “Phase I Bond Package – Major Projects” and a few capital improvements identified in the Capital Facilities Plan as the “Phase II Bond Package – Minor Projects.” The Phase II Bond Package includes as a “Major Project” the full modernization of Wenatchee High School, together with several remaining “Minor Projects” not otherwise included as part of the Projects (collectively, the “Phase II Projects”).

(iii) The District’s current construction managers and architects were selected for the feasibility analysis, design and construction of the capital improvements identified in both the Phase I and Phase II Bond Packages. To achieve efficiency in design and construction, there is an immediate need to commence the feasibility analysis, design and construction of the Phase II Projects.

(iv) In view of the foregoing and after research and analysis, District Administration has submitted a written recommendation to the Board (the “Recommendation”) that recommends that the Board, after satisfaction of the public hearing requirements contained in RCW 28A.530.020: (1) *alter* the specific expenditures from the State Financing Assistance for the Projects, all as originally authorized by Resolution No. 07-13, to permit the District to use the Excess State Financing Assistance to: (1) carry out and accomplish the Phase II Projects, including, but not limited to, the feasibility analysis and design of the Phase II Projects, all as deemed necessary and advisable by the Board (the “Alterations”); and (2) *amend* Resolution No. 07-13, to reflect the Alterations; provided that, the District may still use the State Financing Assistance as

VII. LONG-RANGE BOND PACKAGES

The Capital Facilities Committee, in using all of the information discussed previously, developed long-range bond packages to ensure they met the charge from the school board to “develop a 20-year long-range bond plan.” These bond packages attempted to balance all of the requirements and needs identified within the District while working to solve facility problems.

Table 19 - Phase I Bond Package

| Table 19 - Phase I Bond Package | | Proposed Election Date: April 2012 | |
|--|-------------------|---|----------------------|
| BOND #1 = \$66,494,700 | | | |
| MAJOR PROJECTS | | | |
| PROJECT | COST | FRONT FUNDED LOCAL \$ | REIMBURSEMENT SMF \$ |
| Lincoln Elementary (mod & add) | 23,316,400 | 23,316,400 | (5,526,065) |
| Washington Elementary (new in lieu) | 29,200,000 | 29,200,000 | (5,051,300) |
| *Castlerock (full mod) | 6,000,000 | 6,000,000 | TBD |
| Pioneer (gym & bleachers) | 6,471,135 | 6,471,135 | N/A |
| TOTAL \$ | 64,987,535 | 64,987,535 | (10,577,365) |
| * Castlerock could be made operational for \$350,974 or have a partial mod for \$2,722,879 | | | |
| MINOR PROJECTS | | | |
| PROJECT | COST | LOCAL COST | SMF \$ |
| WHS (portable pad) | 1,507,165 | 1,507,165 | N/A |
| TOTAL \$ | 1,507,165 | 1,507,165 | |

* Taxpayer-Borne Cost Estimates assume State Match Funding Assistance

FACILITY

PROJECTS UPDATES

ITEM # 4

**Portable Bid Placement
Approval - Not available at
this time - It will be placed on
the moodle separately.**



NEW BUSINESS



Transportation Department


1201 Millerdale St.

Wenatchee, WA 98801

(509) 662-6168

FAX (509) 662-6776

TO: Wenatchee School Board of Directors
Brian Fiones, Superintendent

FROM: Marcia Hahn, 
Transportation Director

DATE: May 26, 2016

RE: Charter Bus bid for 2016-2017 School Year

Based on the bid received for charter bussing opened on May 25, 2016, I would like to recommend that the Board accept the charter bus bid as presented on the bid documents, dated for the 2016-2017 school year to A & A Motor Coach.

Contract Coversheet for Board Approval (Non-Federal)

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 Fiones, Les Vandervort, or the School Board.

| Date | New or Renewal or Revision | Agency | Purpose | Amount | Effective Dates | Staff Person Responsible for Contract | Approved by Les? | PO Required? |
|----------|----------------------------|----------------|--|-----------------------------|---------------------------------|---|---|--------------|
| 05/24/16 | New or Renewal or Revision | A&A Motorcoach | Charter Bus for Athletics & Transportation Departments | \$115,200.00 Budget Code | August 1, 2016 July 31, 2017 | <p><u>Marcia Hahn</u></p> <p>I have read this contract and recommend it for board approval.</p> <p><u>[Signature]</u> Initials 5/24/16 Date</p> |  | Yes |

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

Agency Name A&A Motorcoach
 Attention: Randy Ammerman
 Street address or PO Box PO Box 9364
 City, State, Zip Code Yakima, WA 98809
 Email Address www.aamotorcoach.com
 Phone Number 509-575-3676

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

Chartered Bus Services for the 2016-2017 school year.

May 1, 2016

To Whom It May Concern:

The Wenatchee School District #246 will be providing charter bus services for the high school extra-curricular athletic trips during the 2016-2017 school year.

Please refer to the following bid requirements when preparing your proposal.

Charter Bid Information

1. **Sport Schedules:** A tentative schedule can be made available by request. This schedule will be revised prior to or during each sport season. A final draft will be sent in August after the charter bid is awarded.
2. **Bus Size:** Submit costs for all trips per attached Charter Bid Form.
3. **Estimated Hours:** The total estimated hours for each trip is averaged according to departure and return arrival for each destination.
4. **Buses must be cleaned and restrooms sanitized prior to each trip.**
5. **Buses must arrive 15 minutes prior to scheduled departure time.**
6. **You must have the ability to secure additional motor coaches at the most reasonable rate available when transportation needs exceed your company's capacity.**
7. **Confirmation notices for each sport season will be provided to the athletic department two weeks prior to the first scheduled trip. Confirmation notices must include date, sport, team, school supervisor, bus driver, arrival time, departure time, destination, invoice number and total trip expense.**

The Wenatchee School District Board of Directors reserves the right to reject or accept any or all bids, or to accept the bid determined to best meet the needs of the school district and to waive all informalities in the bidding. All bids must meet the established criteria or they will not be accepted. Please complete and submit the enclosed bid estimate sheet with total costs in a sealed envelope to be received in our office no later than Wednesday 4:00 p.m. May 24, 2016 to the following address:

Wenatchee School District No. 246

CONTRACT FOR CHARTER BUS TRANSPORTATION

THIS CONTRACT FOR CHARTER BUS TRANSPORTATION ("this Contract") is entered into on June 14, 2016 between the Wenatchee School District No. 246, a municipal corporation, Chelan County, Washington ("School District"), and A&A Motorcoach., a Washington corporation, ("Contractor").

RECITALS:

A. The School District is interested in entering into a contract for the purpose of providing charter bus transportation services for students, staff and other authorized personnel as may be required by the School District on athletic activities, field trips, or any other purpose designated by the School District.

B. Contractor has bid for the services sought by the School District, and Contractor's bid has been found by the School District to be acceptable.

In consideration of the foregoing and for other valuable consideration, the School District and Contractor hereby mutually agree as follows:

SECTION ONE

SCOPE OF CONTRACT

The following shall be deemed to be part of this Contract:

- a. Notice to Bidders;
- b. The Invitation to Bid: Charter Busing;
- c. Charter Bus Bid Form;
- d. The bid by Contractor dated May 25, 2016;
- c. The agreements contained in this Contract and recited; and
- f. All provisions required by law to be inserted in this Contract, whether actually

inserted or not.

All of the above taken as a whole shall constitute the contract documents.

SECTION TWO

TERM

This Contract shall be effective August 30, 2016, and shall end July 31, 2017, unless extended by mutual agreement of the parties, or unless sooner terminated in accordance with the provisions of this Contract.

CONTRACT FOR CHARTER BUS TRANSPORTATION OF STUDENTS

Page 1 of 5

SECTION THREE

GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

Contractor shall perform the services and furnish the equipment and personnel as provided in the contract documents, and shall do all things necessary or proper for the performance and completion of the work required by this Contract.

SECTION FOUR

SUPERVISION AND CONTROL OF STUDENTS

The School District shall supervise and control students on the buses operated by the Contractor while they are enroute.

SECTION FIVE

DESIGNATION OF STUDENTS

Contractor shall transport only those students, staff and authorized personnel designated by the School District.

SECTION SIX

PAYMENT

School District shall pay Contractor on its regular established accounts payable cycle as completed trip invoices are submitted by Contractor to School District the amounts listed on Charter Bus, Bid Form dated May 25, 2016, submitted by Contractor.

SECTION SEVEN

INSPECTION

The School District reserves the right for its duly authorized agents to inspect any and all buses and their operation.

SECTION EIGHT

ASSIGNMENT OF CONTRACT

Contractor agrees not to assign this Contract, or any interest in this Contract, without the prior written approval of the School District.

SECTION NINE

RIGHT TO DECLARE DEFAULT

In addition to any other rights the School District may have, the School District shall have the right to declare the Contractor in default if:

- a. The School District shall be of the opinion that Contractor has willfully or in bad faith violated any of the provisions of this agreement;

b. Any applicable laws have been violated by Contractor or Contractor's agents, servants, or employees;

c. Any vehicles provided by Contractor are operated in a manner that imperils the safety of the passengers; or if

d. Any vehicles provided by Contractor are not kept clean or in first class mechanical condition.

Before the School District shall exercise its right to declare Contractor in default, it shall give Contractor an opportunity to be heard, on thirty (30) days' notice.

SECTION TEN

EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT

The right to declare Contractor in default for any of the grounds specified or referred to in Section Eighteen shall be exercised by sending Contractor a notice signed by the Superintendent of the School District, setting forth the ground or grounds on which each default is declared.

SECTION ELEVEN

SCHOOL DISTRICT'S RIGHTS AFTER TERMINATION

After the termination of Contractor's services for a default under this Contract, the School District may employ another Contractor or Contractors to complete the terms of this Agreement and hold Contractor responsible for any extra or added expense, loans, or damages suffered by the School District.

SECTION TWELVE

OTHER REMEDIES

The provisions outlined in this Agreement as to the rights of the School District after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

SECTION THIRTEEN

INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the School District, members of the Board of Directors, officers, employees, students, teachers and agents thereof against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, cost, expense and attorney's fees, in any manner caused by, arising from, incident to, connected with or growing out of the operation of the buses under this Contract, except for the acts or omissions of the School District or its representatives.

**SECTION FOURTEEN
REPORT OF ACCIDENT**

Contractor shall report any accident involving student transportation to the School District immediately. A detailed written report must be submitted to the School District as soon thereafter as possible and not later than twenty-four (24) hours after the date of the accident.

**SECTION FIFTEEN
CONDITION OF BUSES**

Contractor shall keep all buses used in its performance of this Contract in strict accordance with Washington State law, and such buses shall be maintained in sound mechanical condition at all times. Said buses shall also be kept in a clean and sanitary condition.

**SECTION SIXTEEN
INSURANCE**

The Contractor agrees, at its sole expense, to procure and keep in force during the entire period of this Contract: comprehensive automobile liability with a contractual liability endorsement; public liability insurance and property damage liability insurance, protecting the School District, its Board members and the individual members thereof, the Contractor, drivers, and other related personnel in sums reasonably acceptable to School District.

All insurance companies must be licensed by the State of Washington. All policies of insurance shall carry an endorsement to the effect that they cannot be modified, cancelled or fail renewal within thirty (30) days written notice by certified or registered mail.

**SECTION SEVENTEEN
LAWS AND REGULATIONS**

During the entire term of this Contract, the Contractor shall comply in every respect with all laws, rules and regulations of the State of Washington affecting or regulating the transportation of school children.

**SECTION EIGHTEEN
ATTORNEY FEES**

If any suit or proceeding is instituted by School District or Contractor, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorney's fees and costs and expenses incurred relative to such suit or proceeding from the substantially nonprevailing party, in addition to such other available relief.

IN WITNESS WHEREOF, Wenatchee School District No. 246, acting by Brian L. Flones, its Superintendent, duly authorized, and Contractor have set their signatures and seals at Wenatchee, Washington, the day and year first above written.

SCHOOL DISTRICT:

WENATCHEE SCHOOL DISTRICT NO. 246

By BRIAN L. FLONES
Superintendent

CONTRACTOR:
A&A MOTORCOACH, INC.

By _____
Its President

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Brian L. Flones is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Superintendent of Wenatchee School District No. 246 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2016.

(signature)

(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires _____

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of A&A Motorcoach, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2016.

(signature)

(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires _____



Corporate Office: 2410 S 26th Ave. • P.O. Box 9364 • Yakima, WA 98909

May 23, 2016

Marcia Hahn
Transportation Director
Wenatchee School District
235 Sunset Ave.
Wenatchee, WA 98801

RE: Charter Bus Bid 2016-2017 School year

Dear Marcia,

Enclosed you will find the 2016 – 2017 Charter Bus transportation bid for the athletic travel at Wenatchee High School. All required documents are attached and bid form is completed.

This is the 27th year that A & A Motorcoach, Inc. has submitted this bid for Athletic transportation. I would like to say thank you for allowing us to provide this service for so many years.

We will await the results of this Bid and look forward to another year.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Randy Ammerman', is written over a large, light blue oval shape.

Randy Ammerman
President
A & A Motorcoach, Inc.



WENATCHEE SCHOOL DISTRICT #246
235 Sunset Ave. PO Box 1767
WENATCHEE, WA 98801-1767

INVITATION TO BID:
CHARTER BUSING

GENERAL REQUIREMENTS

Wenatchee School District #246 will be receiving sealed bids for CHARTER BUSING for the 2016-2017 school year, Athletics, with CHARTERS starting as early as September 2016. Sealed bids must be received by the Wenatchee School District, 234 Sunset Ave Wenatchee, WA 98801 before 4:00 p.m., May 24, 2016. The sealed bids will be opened at 9:00 a.m. on May 25, 2016 and read out loud in the Wenatchee School District Office, 235 Sunset Ave, Wenatchee, WA 98801. It is the bidder's responsibility to be certain the bid is received at the Wenatchee District Office prior to the deadline. Questions regarding this bid should be addressed to Transportation Director, Marcia Hahn at 509-662-6168.

The Wenatchee School District is accepting CHARTER BUS bids for the following approximate trips for September 2016 – May 2017.

| DESTINATION | MINI- CHARTER Up to 40 Passengers | CHARTER Up to 55 Passengers | BIG CHARTER Up 55 Passengers |
|--|--|-----------------------------------|---------------------------------------|
| Moses Lake/Quincy/Ellensburg/Ephrata | NA | NA | NA |
| Kennewick / Pasco / Richland WA | 04 | 05 | 10 |
| Coeur d'Alene, Boise ID, Chelan, Bridgeport | NA | NA | NA |
| Seattle / Tacoma / Federal Way / Marysville / Shoreline/Lacey/Woodenville/Lk Stevens WA | 12 | 08 | 04 |
| Spokane WA | 01 | 04 | 05 |
| Brewster | 01 | | |
| WallaWalla | NA | NA | NA |
| Yakima / Sunnyside / Selah WA | 19 | 31 | 22 |
| TOTALS | 37 | 52 | 41 |

MULTIPLE BUSES MAY BE REQUIRED ON ANY GIVEN DAY AND SOME TRIPS ARE MULTIPLE DAYS (2-3 MAXIMUM).

Please see attached bid document for additional requirements.



WENATCHEE SCHOOL DISTRICT #246
 235 SUNSET AVE. PO Box 1767
 WENATCHEE, WA 98801-1767

CHARTER BUSING, BID FORM

THE CHARTER BUSES LISTED BELOW ARE THE ESTIMATED CHARTER BUS NEEDS FOR THE WENATCHEE SCHOOL DISTRICT FOR THE 2016-2017 SCHOOL YEAR. THE ACTUAL NUMBER OF TRIPS MAY BE MORE OR LESS THAN THE ESTIMATED NUMBER. MULTIPLE BUSES MAY BE REQUIRED ON ANY GIVEN DAY AND SOME TRIPS ARE MULTIPLE DAYS (2-3 MAXIMUM).

PLEASE PLACE YOUR BID USING THIS INFORMATION.

| DESTINATION | MINI-CHARTER Up to 24 Passengers | CHARTER Up to 47 Passengers | BIG CHARTER Up 52 Passengers |
|---|-------------------------------------|--------------------------------|---------------------------------|
| Moses Lake, Quincy, Royal City, Ellensburg, Oroville, Ephrata | NA | NA | NA |
| Kennewick / Pasco / Richland WA | \$ 785 4 \$ 3140 | \$ 940 5 \$ 4700 | \$ 1650 10 \$ 10,500 |
| Coeur d'Alene, Boise | NA | NA | NA |
| Chelan, Bridgeport | NA | NA | NA |
| Seattle / Tacoma / Federal Way / Marysville / Silverdale / Lake Stevens | \$ 875 12 \$ 10,500 | \$ 1040 8 \$ 8,320 | \$ 1165 4 \$ 4,660 |
| Spokane WA | \$ 1610 1 \$ 1,610 | \$ 1205 4 \$ 4,820 | \$ 1350 5 \$ 6,750 |
| Yakima / Sunnyside / Selah WA | \$ 725 19 \$ 13,775 | \$ 825 31 \$ 25,575 | \$ 925 22 \$ 20,350 |
| Brewster | \$ 560 2 \$ 1,120 | NA | Na |
| Walla Walla WA | NA | NA | NA |

1. Please attach a list of charter buses available (Year, Model, and Passenger Size)
2. Please attach copies of your Carrier Profile AND W.U.T.C. AND ICC operating Authority.
3. Please attach a note describing:
 - your vehicle maintenance procedures
 - your procedures should a mechanical failure occur
 - your driver hiring and training procedures, including any requirements for background checks, and compliance with Mandated Drug and Alcohol rules

TOTAL COSTS TO THE DISTRICT \$ 115,220
Place Bid Amount Here

FOR THE 2016-2017 SCHOOL YEAR

NOTE: Failure to provide all requested information may result in bid disqualification.

Wenatchee School District is exempt from IRS/Excise Tax. Successful bidder is responsible for filing the reimbursement claim with the IRS.

Company Name A & A MOTOR COACH, INC Address P.O. Box 9364 Phone # 509-875-3676
YAKIMA, WA 98909

Representative Rowdy Anderson Signature [Signature] Date MAY 23, 2016

END OF BID FORM

A & A MOTORCOACH EQUIPMENT LIST

| UNIT # | YEAR | MAKE | SEATING CAPACITY | COMPLETE ID # | LICENSE PLATE # |
|---------------|-------------|--------------------|-----------------------------|----------------------|----------------------------|
| 6109 | 2006 | Ford Ameritrans | 22 | 1FDXE45P16HA78211 | WA AJY0157 |
| 6110 | 2007 | Ford Ameritrans | 24 | 1FDXE45S27DA71992 | WA 083 WLA |
| 6111 | 2008 | Ford Ameritrans | 24 | 1FDXE45S78DA04452 | WA 568 WWX |
| 6114 | 2008 | Ford Ameritrans | 24 | 1FDXE45S48DB55555 | WA 326 YOF |
| 6115 | 2003 | Ford Krystal Koach | 24 | 1FDWE45F73HA82424 | WA 343 ZMW |
| 6116 | 2012 | Ford Ameritrans | 24 | 1FDXE4FS0BDB34837 | WA AER2720 |
| 6117 | 1997 | Ford | 25 | 1FDLE40S5VHB06486 | WA AKK8273 |
| 6118 | 2013 | Ford | 31 | 1FDAF5GT9DEA94299 | WA ANZ5414 |
| 433 | 1997 | MCI DL3 | 55 | 1M8PDMPA8VP049925 | WA 89290PR |
| 441 | 1999 | MCI DL3 | 55 | 1M8PDMPA3XP051603 | WA 08054RP |
| 442 | 1998 | MCI DL3 | 55 | 1M8PDMPA8WP050753 | WA 08880RP |
| 444 | 1996 | MCI DL3 | 55 | 1M8PDMPAXTP047817 | WA 14634RP |
| 346 | 1994 | MCI 102D3 | 47 | 1M8SDMTA0RP046734 | WA 17743RP |
| 347 | 1994 | MCI 102D3 | 47 | 1M8SDMTAXRP046790 | WA 17774RP |
| 348 | 1994 | MCI 102D3 | 47 | 1M8SDMTA7RP046780 | WA 22190RP |
| 349 | 1994 | MCI | 49 | 1M8SDMTA4RP046283 | WA 23056RP |
| 350 | 1996 | MCI | 47 | 1M8SDMPA8TP048281 | WA 23242RP |
| 352 | 1996 | MCI | 47 | 1M8SDMPA2PP048387 | WA 28001RP |
| 353 | 1994 | MCI | 47 | 1M8SDMPA7RP046505 | WA 28011RP |
| 454 | 2001 | MCI | 55 | 1M8TRMPA41P061550 | WA 28039RP |
| 455 | 2000 | MCI | 56 | 1M8TRMPA8YP061223 | WA 32407RP |
| 456 | 2000 | MCI | 56 | 1M8TRMPA1YP061208 | WA 32408RP |
| 457 | 2005 | MCI | 56 | 2M93JMPA35W062830 | WA 33731RP |
| 458 | 2005 | MCI | 56 | 2M93JMDA85W063122 | WA 36270RP |
| 459 | 2002 | MCI | 56 | 1M83JMPAX2P061836 | WA 37612RP |
| 360 | 1996 | MCI | 47 | 1M8SDMPA7TP048501 | WA 41081RP |
| 361 | 1997 | MCI | 47 | 1M8SDMPAXVP049807 | WA 41082RP |
| 362 | 1994 | MCI | 47 | 1M8SDMPA9RP046368 | WA 41341RP |
| 363 | 1994 | MCI | 47 | 1M8SDMPA5RP046366 | WA 41342RP |
| 464 | 2006 | MCI | 57 | 2M93JMPA26W063307 | WA 44418RP |
| 365 | 1997 | MCI | 47 | 1M8SDMTA9VP049738 | WA 45933RP |
| 366 | 1996 | MCI | 47 | 1M8SDMPA8TP047874 | WA 44989RP |



U.S. Department of
Transportation
1200 New Jersey Ave. S.E.
Washington, D.C. 20590

Federal Motor Carrier
Safety Administration

|||||
A & A MOTORCOACH INC
2410 SOUTH 26TH AVE
YAKIMA WA 98903

CARRIER
Profile

May 5, 2014

In reply refer to:
USDOT Number: 397369
Review No.: 1125895/CR



Dear RANDY AMMERMAN:

The motor carrier safety rating for your company is:

SATISFACTORY

This SATISFACTORY rating is the result of a review and evaluation of your safety fitness completed on April 18, 2014. A SATISFACTORY rating indicates that your company has adequate safety management controls in place to meet the safety fitness standard prescribed in 49 C.F.R. 385.5.

Please assure yourself that any specific deficiencies identified in the review report have been corrected. We appreciate your efforts toward promoting motor carrier safety throughout your company. If you have questions or require further information, please contact:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
2424 HERITAGE CT, SUITE 302
OLYMPIA, WA 98502
Telephone No.: 360-753-9875

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

For the Operation of Motor Propelled Vehicles

pursuant to the provisions of Chapter 81 RCW

THIS IS TO CERTIFY that authority is granted to operate as a MOTOR CARRIER in the transportation of the commodities and in the territory described herein to

A & A MOTORCOACH, INC
RT. 1 BOX 1287
PROSSER, WA 99350

PERMIT NO.
CH-000224

D-6

CHARTER PARTY PASSENGER SERVICE.

In the State of Washington.

M. V. CH. NO. 1382

10-30-90

WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION

By Kathy Bartle for Paul Curl, Sec'y.



INTERSTATE COMMERCE COMMISSION

SERVICE DATE

CERTIFICATE *

JAN 30 1992

No. MC 233720

A & A MOTORCOACH, INC.
SPOKANE, WA

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicles.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public, (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1312). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

SIDNEY L. STRICKLAND, JR.
Secretary

(SEAL)

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

A & A MOTORCOACH, INC

**P.O. Box 9364
Yakima, WA 98909**

VENDOR PROFILE:

SCHEDULING/CUSTOMER SERVICE PROCESS:

Customer service is always one of the most importance aspects of any service oriented business. A & A Motorcoach, Inc has four full time employees to handle customer needs and concerns. Trina Harris (extension 100; email: trina@aamotorcoach.com) is responsible for charter quotes and handling all other customer requests. Wendi Petersen (extension 103; email: wendi@aamotorcoach.com) handles certain clients and helps with charter quotes and customer requests as needed. Debbye McAtee (extensions 104; email: debbye@aamotorcoach.com) is our full time dispatcher and handles driver paper work and scheduling. Steve Jackson is our new Wenatchee manager and driver who will take care of all local details and makes sure everything runs smooth. To support these individuals the company owners are in the office on a regular basis to answer question and assist with other day to day issues.

The entire reservation, scheduling and billing system is fully automated. We have a software program from Relational Business Systems which allows us start with a customer quote then convert it to a confirmation which allows us to do scheduling and billing without recreating any information. The system is networked so everyone in the office has access to the same information. Last year we added a module that allows us to email quotes, confirmations and billing information direct to our customers. Our new addition this year is GPS tracking on the coaches. This new feature allows us to monitor the coaches and driver at all times determine speed , route traveled and idle time. We feel this feature while help us with driver supervision and training and enhance our overall safety program.

The actual scheduling of drivers and coaches is done in our Yakima Office. Randy Ammerman, who is the owner of the company works with the dispatcher to make sure all driver and coach assignment are correct.. He also makes sure all assignments comply with federal guidelines for hours of service. We have a 24 hour dispatch number available to our customers in the event of questions or problems.

MAINTENANCE PROCEDURES AND LOCATIONS:

A & A Motorcoach, Inc has full service maintenance facilities in Yakima and Pasco, Washington. Wenatchee maintenance normally requires only small repairs which are done by Steve Jackson or larger problem may be done at Doug's Diesel Repair. Any time a WHS trip goes to either Pasco or Yakima the drivers are directed to go to the local shop for maintenance and repair. Both shops have a lounge for the drivers to relax while the repairs are being made. If a larger repair is needed a bus switch can be made without

any delay to the group. We conduct several different inspections and have included them for your review.

A & A Motorcoach, Inc

MECHANICAL FAILURE RESPONSE PORCEDURES:

During the 24 years that A & A Motorcoach has provided Charter Bus service for Wenatchee High School we have had a nearly perfect performance record with almost all trips operating on schedule. If a failure does occur our central location makes it very easy to respond in a timely manner. We have spare equipment in Yakima and Pasco which is where a majority of the trips go and this makes it possible to respond to any problem in a matter a minutes.

DRIVER HIRING AND TRAINING:

All drivers that are employed by A & A Motorcoach, Inc. must have at least 2 years of verifiable experience in either bus or truck. Once selected we put them through a complete training schedule which includes supervised driving and video training. We also require that all drivers comply with the Federal D.O.T rules and regulations which include drug and alcohol testing, Physicals and hours of service. We also conduct Washington State Patrol W.A.T.C.H. background checks on all employees to makes sure they are safe to transport student. We conduct an annual review of all drivers which includes a current driving abstract to make sure they meet all requirements of both A & A Motorcoach and The USDOT.



CERTIFICATE OF LIABILITY INSURANCE

STARL-1 OP ID: LA

DATE (MM/DD/YYYY)
05/31/2016

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

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

| | | | |
|---|--|---|--------------|
| PRODUCER TIB Transportation Ins Brokers 425 West Broadway, Suite 400 Glendale, CA 91204 | | CONTACT NAME: Janette Monti PHONE (A/C No. Ext): 818-246-2800 FAX (A/C No.): 818-246-4690 E-MAIL ADDRESS: jmonti@tibinsurance.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Lancer Insurance Company | NAIC # 26077 |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

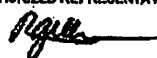
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADOL (SUBR) (NSD) (WVD) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-------------------------|---------------|-------------------------|-------------------------|---|----------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER: | X | GL158215#12 | 02/20/2016 | 08/20/2017 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | MED EXP (Max one person) | \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMPROP AGG | \$ NOT COVERED |
| | | | | | | | \$ 10,000 Deductible |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | BA157920#13 | 02/20/2016 | 08/20/2017 | COMBINED SINGLE LIMIT (Ea accident) | \$ 5,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ 10,000 Deductible |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | PER STATUTE | |
| | | | | | | OTH-ER | |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

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

CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED BUT ONLY TO THE EXTENT THE CERTIFICATE HOLDER IS HELD LIABLE FOR THE CONDUCT OF THE NAMED INSURED.

| | | | |
|---|--|--|--|
| CERTIFICATE HOLDER | | CANCELLATION | |
| 0000000 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | |
| Wenatchee School District 285 Sunset Avenue Wenatchee, WA 98801 | | AUTHORIZED REPRESENTATIVE  | |

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U.S. Department of
Transportation
1200 New Jersey Ave. S.E.
Washington, D.C. 20590

Federal Motor Carrier
Safety Administration

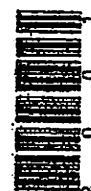


175

Review No.: 1166988/
TRANSPORTATION DEMAND MANAGEMENT INC
9801 Martin Luther King Jr Way S
Seattle WA 98118-5633

January 22, 2015

In reply refer to:
USDOT Number: 839132
Review No.: 1166988/CR



Dear GLADYS GILLIS:

The motor carrier safety rating for your company is:

SATISFACTORY

This SATISFACTORY rating is the result of a review and evaluation of your safety fitness completed on January 21, 2015. A SATISFACTORY rating indicates that your company has adequate safety management controls in place to meet the safety fitness standard prescribed in 49 C.F.R. 385.5.

Please assure yourself that any specific deficiencies identified in the review report have been corrected. We appreciate your efforts toward promoting motor carrier safety throughout your company. If you have questions or require further information, please contact:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
2424 HERITAGE CT, SUITE 302
OLYMPIA, WA 98502
Telephone No.: 360-753-9875

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance



Transportation Department

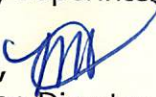
1201 Millerdale St.

Wenatchee, WA 98801

(509) 662-6168

FAX (509) 662-6776

TO: Wenatchee School Board of Directors
Brian Fiones, Superintendent

FROM: Marcia Hahn, 
Transportation Director

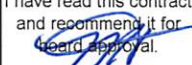

DATE: May 26, 2016

RE: Motor Fuel Bid for 2016-2017 School Year

Based on the bids received for motor fuel opened on May 25, 2016, I would like to recommend that the Board accept the fuel bid as presented on the bid documents, dated for the 2016-2017 school year to Colman Oil Company for both Dyed Diesel and Unleaded gasoline.

Contract Coversheet for Board Approval (Non-Federal)

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 Fiones, Les Vandervort, or the School Board.

| Date | New or Renewal or Revision | Agency | Purpose | Amount | Effective Dates | Staff Person Responsible for Contract | Approved by Les? | PO Required? |
|----------|----------------------------|---------------------|---|--|---------------------------------|---|---|--------------|
| 05/24/16 | New or Renewal or Revision | Coleman Oil Company | Low Sulfur Dyed Diesel and Regual Unleaded Gasoline | Diesel .127 per gallon Gasoline .118 per Gallon Budget Code | August 1, 2016 July 31, 2017 | <u>Marcia Hahn</u> I have read this contract and recommend it for board approval.  Initials <u>5/24/16</u> Date |  | Yes |

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

Agency Name Coleman Oil Company
 Attention: Missy Sarbacher
 Street address or PO Box PO Box 1308
 City, State, Zip Code Lewiston, ID 83501
 Email Address _____
 Phone Number 208-799-2000

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

Diesel & Gasoline for 2016-2017 school year.

Wenatchee School District No. 246

CONTRACT FOR GASOLINE AND DIESEL FUEL

THIS CONTRACT FOR GAS AND DIESEL FUEL (“this Contract”) is entered into on June 14, 2016, between the Wenatchee School District No. 246, a municipal corporation, Chelan County, Washington (“School District”), and Colman Oil Company, a WA corporation, (“Contractor”).

R E C I T A L S:

A. The School District is interested in entering into a contract for the purpose of providing gasoline and diesel fuel for the Wenatchee School District 2016-17 school year.

B. Contractor has bid for the services sought by the School District, and Contractor’s bid has been found by the School District to be acceptable.

In consideration of the foregoing and for other valuable consideration, the School District and Contractor hereby mutually agree as follows:

SECTION ONE

SCOPE OF CONTRACT

The following shall be deemed to be part of this Contract:

- a. Notice to Bidders;
- b. The Invitation to Bid: Gasoline and Diesel Fuel;
- c. The bid by Contractor dated May 25, 2016;
- d. The agreements contained in this Contract and recited; and
- e. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

All of the above taken as a whole shall constitute the contract documents.

SECTION TWO

TERM

This Contract shall be effective from August 30, 2016 and shall end August 30, 2017, unless extended by mutual agreement of the parties, or unless sooner terminated in accordance with the provisions of this Contract.

SECTION THREE

GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

Contractor shall perform the services and furnish the equipment and personnel as provided in the contract documents, and shall do all things necessary or proper for the performance and completion of the work required by this Contract.

SECTION FOUR

PAYMENT

School District shall pay Contractor on its regular established accounts payable cycle as submitted by Contractor to School District the amounts listed on the Contractor's bid letter dated May 20, 2016, submitted by Contractor. Contractor must include OPIS, applicable taxes and delivery costs, broken down by individual fuel delivery on every invoice to the Wenatchee School District.

SECTION FIVE

ASSIGNMENT OF CONTRACT

Contractor agrees not to assign this Contract, or any interest in this Contract, without the prior written approval of the School District.

SECTION SIX

RIGHT TO DECLARE DEFAULT

In addition to any other rights the School District may have, the School District shall have the right to declare the Contractor in default if:

a. The School District shall be of the opinion that Contractor has willfully or in bad faith violated any of the provisions of this agreement;

b. Any applicable laws have been violated by Contractor or Contractor's agents, servants, or employees.

c. Contractor does not provide documentation of fuel, tax and delivery costs as required by the school district for audit purposes.

Before the School District shall exercise its right to declare Contractor in default, it shall give Contractor an opportunity to respond to a declaration of default. Any response must be submitted to the school district within thirty (30) days' of notice of default.

SECTION SEVEN

EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT

The right to declare Contractor in default for any of the grounds specified or referred to in Section Twelve shall be exercised by sending Contractor a notice signed by the Superintendent of the School District, setting forth the ground or grounds on which each default is declared.

SECTION EIGHT

SCHOOL DISTRICT'S RIGHTS AFTER TERMINATION

After the termination of Contractor's services for a default under this Contract, the School District may employ another Contractor or Contractors to complete the terms of this Agreement and hold Contractor responsible for any extra or added expense, loans, or damages suffered by the School District.

SECTION NINE

OTHER REMEDIES

The provisions outlined in this Agreement as to the rights of the School District after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

SECTION TEN

INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the School District, members of the Board of Directors, officers, employees and agents thereof against all suits,

actions, legal proceedings, claims and demands, and against all damages, loss, cost, expense and attorney's fees, in any manner caused by, arising from, incident to, connected with or growing out of the delivery of gasoline and/or diesel fuel under this Contract, except for the acts or omissions of the School District or its representatives.

SECTION ELEVEN
LAWS AND REGULATIONS

During the entire term of this Contract, the Contractor shall comply in every respect with all laws, rules and regulations of the State of Washington affecting or regulating the delivery of gasoline and diesel fuel.

SECTION TWELVE
ATTORNEY FEES

If any suit or proceeding is instituted by School District or Contractor, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorney's fees and costs and expenses incurred relative to such suit or proceeding from the substantially nonprevailing party, in addition to such other available relief.

IN WITNESS WHEREOF, Wenatchee School District No. 246, acting by Brian L. Flonas, its Superintendent, duly authorized, and Contractor have set their signatures and seals at Wenatchee, Washington, the day and year first above written.

SCHOOL DISTRICT:

WENATCHEE SCHOOL DISTRICT NO. 246

By _____
BRIAN L. FLONES
Superintendent

CONTRACTOR:
Wenatchee Petroleum

By _____

Its President

STATE OF Washington)
)
County of Chelan) ss.

I certify that I know or have satisfactory evidence that Brian L. Flonex is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Superintendent of Wenatchee School District No. 246 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2016.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires _____

STATE OF WASHINGTON)
)
County of Chelan) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of Coleman Oil Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

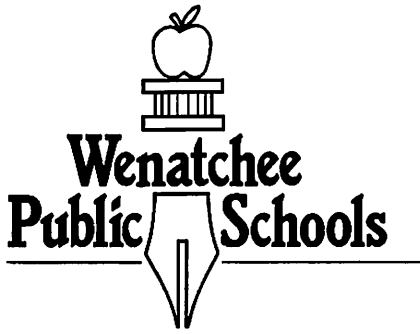
DATED this _____ day of _____, 2016.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires _____



INVITATION TO BID:
GASOLINE AND DIESEL FUEL

GENERAL REQUIREMENTS

Wenatchee School District #246 will receive sealed bids for gasoline and highway dyed diesel fuel for the 2016-2017 school year, effective September 1, 2015. Sealed bids must be received by the Wenatchee School District No. 246 Office at 235 Sunset Ave. P.O. Box 1767 Wenatchee, WA 98807-1767 by 4:00 p.m. May 24, 2016. It is the bidder's responsibility to be certain the bid (see enclosed bid form) is received at the District Office prior to the deadline. Bids will be opened at 9:00 a.m. in the Wenatchee School District at 235 Sunset Ave. Questions regarding this bid should be addressed to Marcia Hahn, Transportation Director at 662-6168.

The Wenatchee School District is accepting bids for fuel delivered to the District's Transportation Department site.

The following are the approximate gallons the district anticipates using during the 2016-2017 school year.

| FUEL TYPE | APPROXIMATE |
|-------------------|--------------------|
| Unleaded Gasoline | 16,000 |
| Diesel Fuel | 63,000 |

The gasoline shall conform to the requirements of regular unleaded grade gasoline as marketed in this area. Gasoline must have a minimum octane rating of 87.

Diesel fuel shall be low sulfur, dyed diesel, #2 fuel. The supplier is responsible to blend the diesel during the months of November thru February in appropriate amount to avoid gelling of fuel during cold weather.

Products failing to meet minimum standards will be removed and replaced with appropriate fuel at the seller's expense.

Supplier must include OPIS and delivery costs on every invoice to the Wenatchee School District Transportation Department.

Wenatchee School District No. 246

BID FORM

BID TITLE: FUEL: REGULAR UNLEADED GASOLINE

Company Name: Coleman Oil Company

Bid Margin per Gallon (maximum of 3 numbers to the right of the decimal) \$.118

Company Representative Name/Contact Information: Missy Sarbacher

PO Box 1308 Lewiston ID 83501 208 799 2000

Washington State Unified Business Identifier Number (UBI) 600 176 723

Federal Tax Identification Number 82-0321932

Wenatchee School District No. 246

REFERENCES

Company: Coleman Oil Company

BID TITLE: FUEL: REGULAR UNLEADED GASOLINE

Our company has provided products of a similar nature to the following organizations:

- 1 Name of Organization Asotin County Public Works
Address PO Box 1100 Asotin WA 99402
Contact Person James Bridges Phone 509 243 2074

- 2 Name of Organization Tonasket School Dist
Address 35 DO Hwy 20 E Tonasket WA 98855
Contact Person B Paul Turner Phone 509 480 2126

- 3 Name of Organization Lincoln County Public Works
Address 27234 SKW Davenport WA 99122
Contact Person Richard Becker Phone 509 725 7041

- 4 Name of Organization Waz. Perce County
Address 1725 IDANOST Lewiston ID 83501
Contact Person Robin Prasch Phone 208 799 3060

- 5 Name of Organization Lalce Rendeville School Dist
Address 1570 Baldy Mtn Rd Sandpoint ID 83804
Contact Person James Koehler Phone 208 763 4137

Wenatchee School District #246

CERTIFICATION and CONTRACT OFFER

BID TITLE: FUEL: REGULAR UNLEADED GASOLINE

BID OPENING: 9:00 A.M. May 21, 2015

I, the undersigned, having carefully examined the General Instructions, Terms, Conditions, Special Instructions and Specifications, hereby agree to furnish the attached listed items, at a firm price as stated herein, to the Wenatchee School District.

I further agree that this offer to supply said items will remain in effect at the price[s] bid herein for a period of not less than sixty [60] calendar days from the date of bid opening.

If and when this bid, or portion thereof, is accepted by the District and if and when said award is followed by a valid district purchase order, I agree that this document shall form a binding CONTRACT between the undersigned and Wenatchee School District No. 246 for the execution and/or delivery of said goods as bid herein.

I further agree that this CONTRACT shall incorporate the following as an integral part of said CONTRACT:

1. General Instructions to Bidders
2. Special Instructions
3. Specifications for Bid: Fuel: Regular Unleaded Gasoline, dated: May 20, 2015.

THE FOLLOWING INFORMATION IS USED TO UPDATE OUR VENDOR LIST FOR FUTURE BIDS AND QUOTES:

NAME OF FIRM Coleman Oil Company
ADDRESS 335 Mill Rd Lewiston ID 83501
Street City State Zip
PHONE 208-799-2000 FAX 208-799-2008
SIGNED BY _____ DATE _____
PRINTED NAME _____ TITLE _____

I hereby certify that our bid is genuine and that I have not entered into collusion with any other bidder[s] or any other person[s].

SIGNED BY Robin Lowers DATE 5-19-2016
PRINTED NAME Robin Lowers TITLE CPS

Wenatchee School District No. 246

BID FORM

BID TITLE: FUEL: ULTRA LOW SULFUR DYED DIESEL

Company Name: Coleman Oil Company

Bid Margin per Gallon (maximum of 3 numbers to the right of the decimal) \$.127

Company Representative Name/Contact Information: Missy Sarbacher

PO Box 1308 Lewiston ID 83501 208-799-2000

Washington State Unified Business Identifier Number (UBI) 600 176 223

Federal Tax Identification Number 82-0321932

Wenatchee School District No. 246

REFERENCES

Company: Coleman Oil Company

BID TITLE: FUEL: ULTRA LOW SULFUR CLEAR DIESEL

Our company has provided products of a similar nature to the following organizations:

- 1 Name of Organization Asotin County Public Works
Address: PO Box 100, Asotin WA 99402
Contact Person: James Bridges Phone: 509-243-2074
- 2 Name of Organization Tonasket School Dist
Address: 3520 Hwy 20 East, Tonasket WA 98855
Contact Person: B Paul Turner Phone: 509-481-2126
- 3 Name of Organization Lincoln County Public Works
Address: 27234 SR W Tavenport WA 99122
Contact Person: Richard Becker Phone: 509-725-7041
- 4 Name of Organization Nez Perce County
Address: 1725 Idaho St, Lewiston ID 83501
Contact Person: Robin Paasch Phone: 208-799-3060
- 5 Name of Organization Lake Pend Oreille School Dist
Address: 1520 Baldy Mt Rd, Sandpoint ID 83864
Contact Person: James Koehler Phone: 208-263-4137

Wenatchee School District No. 246

BID FORM

BID TITLE: FUEL: ULTRA LOW SULFUR DYED DIESEL

Company Name: Wenatchee Petroleum Company

Bid Margin per Gallon (maximum of 3 numbers to the right of the decimal) \$ 0.140

Company Representative Name/Contact Information: Marc Vander Schalie
(509) 433-8419 - cell (509) 662 4423 - office
Washington State Unified Business Identifier Number (UBI) 04800217
Federal Tax Identification Number 91-0260050

Wenatchee School District No. 246

REFERENCES

Company: Wenatchee Petroleum Company

BID TITLE: FUEL: ULTRA LOW SULFUR DYED DIESEL

Our company has provided products of a similar nature to the following organizations:

- 1 Name of Organization Chelan Co Public Works
Address 210 Easy St Wenatchee
Contact Person Don Hathaway Phone 667 6514

- 2 Name of Organization Cascade School Dist.
Address _____
Contact Person _____ Phone _____

- 3 Name of Organization _____
Address _____
Contact Person _____ Phone _____

- 4 Name of Organization _____
Address _____
Contact Person _____ Phone _____

- 5 Name of Organization _____
Address _____
Contact Person _____ Phone _____

Wenatchee School District No. 246

CERTIFICATION and CONTRACT OFFER

BID TITLE: **FUEL: ULTRA LOW SULFUR DYED DIESEL**

BID OPENING: **9:00 a.m. Wednesday May 25, 2016** ✓

I, the undersigned, having carefully examined the General Instructions, Terms, Conditions, Special Instructions and Specifications, hereby agree to furnish the attached listed items, at a firm price as stated herein, to the Wenatchee School District.

I further agree that this offer to supply said items will remain in effect at the price[s] bid herein for a period of not less than sixty [60] calendar days from the date of bid opening.

If and when this bid, or portion thereof, is accepted by the District, and if and when said award is followed by a valid district purchase order, I agree that this document shall form a binding CONTRACT between the undersigned and Wenatchee School District No. 246 for the execution and/or delivery of said goods as bid herein.

I further agree that this CONTRACT shall incorporate the following as an integral part of said CONTRACT:

1. General Instructions to Bidders
2. Special Instructions
3. Specifications for Bid: Fuel: Ultra Low Sulfur Diesel, dated

THE FOLLOWING INFORMATION IS USED TO UPDATE OUR VENDOR LIST FOR FUTURE BIDS AND QUOTES:

NAME OF FIRM Wenatchee Petroleum Company

ADDRESS 601 E. N. Wenatchee Ave, Wenatchee, WA 98801
Street City State Zip

PHONE (509) 662-4423 FAX (509) 667-9808

SIGNED BY J. Marc VanderSchalie DATE 5/23/16

PRINTED NAME J. Marc VanderSchalie TITLE Lubricants Business

***** Manager

I hereby certify that our bid is genuine and that I have not entered into collusion with any other bidder[s] or any other person[s].

SIGNED BY J. Marc VanderSchalie DATE 5/23/16

PRINTED NAME J. Marc VanderSchalie TITLE Lubricants Business
Manager

Wenatchee School District No. 246

BID FORM

BID TITLE: FUEL: REGULAR UNLEADED GASOLINE

Company Name: Wenatchee Petroleum Company

Bid Margin per Gallon (maximum of 3 numbers to the right of the decimal) \$ 0.120

Company Representative Name/Contact Information: Marc Vander Schalie
(509) 433-8419-cell (509) 662 4423

Washington State Unified Business Identifier Number (UBI) 048000217

Federal Tax Identification Number 91-0260050

Wenatchee School District No. 246

REFERENCES

Company: Wenatchee Petroleum Company

BID TITLE: FUEL: REGULAR UNLEADED GASOLINE

Our company has provided products of a similar nature to the following organizations:

- 1 Name of Organization Chelan Co Public Works
Address 210 Easy St, Wenatchee, WA
Contact Person Don Hathaway Phone 667 6541

- 2 Name of Organization Cascade School Dist.
Address _____
Contact Person _____ Phone _____

- 3 Name of Organization _____
Address _____
Contact Person _____ Phone _____

- 4 Name of Organization _____
Address _____
Contact Person _____ Phone _____

- 5 Name of Organization _____
Address _____
Contact Person _____ Phone _____

Wenatchee School District #246

CERTIFICATION and CONTRACT OFFER

BID TITLE: FUEL: REGULAR UNLEADED GASOLINE

BID OPENING: 9:00 A.M. May 21, 2015

I, the undersigned, having carefully examined the General Instructions, Terms, Conditions, Special Instructions and Specifications, hereby agree to furnish the attached listed items, at a firm price as stated herein, to the Wenatchee School District.

I further agree that this offer to supply said items will remain in effect at the price[s] bid herein for a period of not less than sixty [60] calendar days from the date of bid opening.

If and when this bid, or portion thereof, is accepted by the District and if and when said award is followed by a valid district purchase order, I agree that this document shall form a binding CONTRACT between the undersigned and Wenatchee School District No. 246 for the execution and/or delivery of said goods as bid herein.

I further agree that this CONTRACT shall incorporate the following as an integral part of said CONTRACT:

1. General Instructions to Bidders
2. Special Instructions
3. Specifications for Bid: Fuel: Regular Unleaded Gasoline, dated May 20, 2015.

THE FOLLOWING INFORMATION IS USED TO UPDATE OUR VENDOR LIST FOR FUTURE BIDS AND QUOTES:

NAME OF FIRM Wenatchee Petroleum Company

ADDRESS 601 E N. Wenatchee Ave Wenatchee, WA 98801
Street City State Zip

PHONE 509 662 4423 FAX 509 662 9708

SIGNED BY J. Marc Vander Schalie DATE 5/23/16

PRINTED NAME J. Marc Vander Schalie TITLE Lubricants Business Manager

I hereby certify that our bid is genuine and that I have not entered into collusion with any other bidder[s] or any other person[s].

SIGNED BY J. Marc Vander Schalie DATE 5/23/16

PRINTED NAME J. Marc Vander Schalie TITLE Lubricants Business Manager

Date: 6/3/16

To: Bryan Fones, WSD Superintendent

From: Kent Getzin, Director of Food Services

RE: Meal Price Increase – WSD Food Services

The Healthy, Hunger-Free Kids Act of 2010 requires School Food Authorities participating in the National School Lunch Program to ensure sufficient funds are provided to the nonprofit school food service account for lunches served to students not eligible for free or reduced price meals. Compliance is tested by use of the Paid Lunch Equity Tool provided by USDA (a copy of this tool can be provided upon request). If the outcome of the tool shows that our weighted average paid meal prices are below the requirements for that particular year, action needs to be taken. One of three actions can be taken; increase paid lunch prices to the level indicated in the tool; close the gap by using some non-federal funding source or a combination of both an increase and use of non-federal funds.

The attached spreadsheet provides you with several options to choose from.

Sincerely,

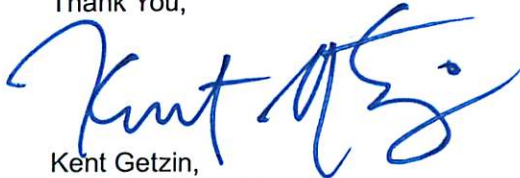


Kent Getzin

Director of Food Services

The district could also choose to do no meal price increase and make up the difference from a Non-Federal source (such as Levy funds for example). **\$14,506 would be the total amount of Non-Federal contribution that the district would be required to pay to meet the regulation during the 16/17 SY. Note that using this approach will mean either a price increase or more Non-Fed contributions in 17/18 SY.**

Thank You,



Kent Getzin,
Director of Food Services

School Meals Price Increase Proposal For 16/17 and Beyond

Proposal: Increase school meals pricing for Lunch

Why: Hunger-Free Kids Act of 2010 requires School Food Authorities (SFA's) participating in the National School Lunch Program to ensure sufficient funds are provided to the nonprofit school food service account for lunches served to students not eligible for free or reduced price meals.

Our last price increase was for the 14/15 school year.

Proposal One - Minimum Increase to meet this year's requirements

| | Lunch | | | | Breakfast | | | |
|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Elem | Mid/Jr. | HS | Adult | Elem | Mid/Jr. | HS | Adult |
| Wenatchee - Currently | 2.25 | 2.50 | 2.50 | 3.25 | 1.25 | 1.40 | 1.40 | 2.00 |
| Proposed Increase | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| New Paid Lunch Price | 2.50 | 2.75 | 2.75 | 3.50 | 1.50 | 1.65 | 1.65 | 2.25 |

NOTE: Choosing this option will likely require another increase in 17/18 SY.

Proposal Two - May be enough to last 2-3 years

| | Lunch | | | | Breakfast | | | |
|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Elem | Mid/Jr. | HS | Adult | Elem | Mid/Jr. | HS | Adult |
| Wenatchee - Currently | 2.25 | 2.50 | 2.50 | 3.25 | 1.25 | 1.40 | 1.40 | 2.00 |
| Proposed Increase | 0.50 | 0.50 | 0.50 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| New Paid Lunch Price | 2.75 | 3.00 | 3.00 | 3.50 | 1.50 | 1.65 | 1.65 | 2.25 |

Proposal Three - May be enough to last 4-5 years

| | Lunch | | | | Breakfast | | | |
|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | Elem | Mid/Jr. | HS | Adult | Elem | Mid/Jr. | HS | Adult |
| Wenatchee - Currently | 2.25 | 2.50 | 2.50 | 3.25 | 1.25 | 1.40 | 1.40 | 2.00 |
| Proposed Increase | 0.75 | 0.75 | 0.75 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |
| New Paid Lunch Price | 3.00 | 3.25 | 3.25 | 3.50 | 1.50 | 1.65 | 1.65 | 2.25 |

Wenatchee School District No. 246

MEMORANDUM

TO: WSD Board of Directors
FROM: Kent Getzin
DATE: May 31, 2016
RE: Bread/Bakery, Dairy, Grocery, Produce and Supplies for 2016/2017 School Year

I recommend the following vendors for Bread/Bakery Products, Dairy, Grocery, Produce and Supplies purchases for the Food Service program for the 2016-2017 school year:

Grocery/Supplies and Produce:

Food Services of America Via The Puget Sound Joint Purchasing Cooperative:

- The coop was chosen because we received no competing bids. They also have competitive pricing due to their buying power.

Dairy:

J&G Distributing:

- J&G was selected, as they were the sole bidder. We have also worked with J&G for the past several years and they provide us with excellent products and services.

Bread:

Franz Bakery (also know as United States Bakery):

- Franz was selected, as they were the sole bidder. We have also worked with them for the past several years and they have provided excellent products and services.

Sliced Local Apples:

American Produce Express:

- American Produce Express was chosen because they were the only bidder. Compared to coop pricing from Food Services of America, they also have the lowest price.

Copies of all the bid documents are on file at the food service office should the need arise that they be reviewed.

Kent Getzin, Director of Food Services
Wenatchee School District

 5/31/16

Wenatchee World

PO Box 1511
Wenatchee WA 98807-1511

Phone: 5096635161

URL: www.wenatcheeworld.com

Order Invoice

Brian Fiones
Wenatchee School District #246
1001 Circle Street
Wenatchee, WA 98801

Acct #: 00025743
Phone: (509) 888-5457
Date: 05/19/2016
Ad #: 00011902
Salesperson: LEGL Ad Taker: 305

Class: 0001

Ad Notes:

Sort Line: CALL FOR BIDS FOOD SERVICE AN

| Description | Start | Stop | Ins. | Cost/Day | Amount |
|---------------------------|------------|------------|------|----------|--------|
| 01 The Wenatchee World | 05/12/2016 | 05/19/2016 | 2 | 129.08 | 258.16 |
| 02 Wenatchee World Online | 05/12/2016 | 05/19/2016 | 2 | 0.00 | 0.00 |

*ok to pay
5-24-16*

*9200 41 700 00 \$ 129.08
9200 51 700 00 \$ 129.08*

Ad Text:

CALL FOR BIDS - FOOD SERVICE AND TRANSPORTATION

Notice is hereby given that Wenatchee School District No. 246, Chelan County, Wenatchee, Washington, will receive sealed bids at the Office of the Superintendent of Schools, 235 Sunset Ave., P.O. Box 1767, Wenatchee, Washington 98807-1767, until 4 p.m. on May 24, 2016 for the following:

PRODUCE - DAIRY - BAKERY - GROCERY - SLICED APPLES
MOTOR FUEL - CHARTER BUSSING

Payment Reference:

Total: 258.16
Tax: 0.00
Net: 258.16
Prepaid: 0.00

Total Due 258.16

AFFP

Affidavit of Publication

STATE OF WASHINGTON } SS
COUNTY OF CHELAN }

CALL FOR BIDS – FOOD SERVICE AND TRANSPORTATION

Notice is hereby given that Wenatchee School District No. 246, Chelan County, Wenatchee, Washington, will receive sealed bids at the Office of the Superintendent of Schools, 235 Sunset Ave., P.O. Box 1767, Wenatchee, Washington 98807-1767, until 4 p.m. on May 24, 2016 for the following:

The Wenatchee World is a legal newspaper published in the Chelan County, Washington, and approved as such by the Superior Court of said County and State. Serving the counties of Chelan, Douglas, Grant & Okanogan.

PRODUCE – DAIRY – BAKERY – GROCERY – SLICED APPLES
MOTOR FUEL – CHARTER BUSSING

Specifications and bid quotation forms are available at the above address. The quotations should be f.o.b. the Wenatchee School District to locations as specified in the bid documents. Proposal shall be submitted on the forms provided by the District and shall be delivered or mailed in a sealed envelope, plainly marked "SEALED BID-(insert category here)" and bearing the name of the bidder, to the Wenatchee School District No. 246, 235 Sunset Ave., P.O. Box 1767, Wenatchee, Washington 98807-1767.

That said newspaper was regularly issued and circulated on those dates.

The Wenatchee School District No. 246 may award contracts per item or items and/or to the lowest overall bidder for all or less than all of the specified items, as determined by the School District to be the most advantageous, price and other factors considered.

May 12, 2016, May 19, 2016

Samples may be requested prior to awarding bids.

All bids will be opened and read aloud at the WSD District Office at 235 Sunset Avenue on May 25, 2016 at 9 am.

The Wenatchee School District No. 246 reserves the right to accept or reject any or all bids.

Subscribed to and sworn to me this 19th day of May 2016.

Linda K. Barta
Linda Barta, Notary Public, Chelan County, Washington

My commission expires: May 10, 2017



00025743 00011902

Brian Fiones
Wenatchee School District #246
1001 Circle Street
Wenatchee, WA 98801

5/25/16

**Food Service and Transportation
Bid Opening for 16/17 SY**

Those Present - Please sign in:

| NAME | Title |
|----------------|--------------------------|
| Kent Getzler | Director Food Service |
| MARCIA HAHN | Director TRANSPORTATION |
| Gail Richards | owner J+G Distributing |
| P. Bingham | Coleman Oil (Rep.) |
| VICKI Barnhart | FSDept. Sec. to Director |

Bids Received:

J+G Distributing - Dairy
Franz/USBakery - Bread
American produce express - Apple wedges
Coleman Oil - Gas/Diesel
~~ANA~~ A & A motor Coach - Charter Bussing
Wenatchee Petroleum - Diesel / Gas

Notes:

Fuel Coleman Oil
Reg. unleaded gasoline
.118
Low Sulphur Diesel
Wen. Petroleum .127
Reg. Unleaded
0.120
Low Sulphur Diesel
0.140

Charter Bus

ANA Motorcoach 115,200

Required paperwork
interstate Commerce
disclosure of

Dairy: J+G
all in order


(only bid received)

Bread: Franz (only bid received)
all in order

Sliced Apples: American Produce Express
all in order

"Federal" Consent Agenda Contract Cover Sheet
Request Board Approval

Please submit this form with your **unsigned** contract to Les Vandervort for approval at least two weeks before the scheduled School Board meeting. Upon approval, Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval. All contracts require school board approval. The **only** authorized signatures on a contract are Brian 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 | Reviewed by Les? | PO Required? |
|---------|----------------------------|--------------------------|------------------------------|------------------|--------------------------------|--|---|--------------|
| 5.31.16 | Renewal | American Produce Express | Procurement of Sliced Apples | \$40,000 (est) | 8/22/16 to 8/22/17 | <u>Kent Getzin</u> |  | Yes |
| | | | | Budget Code | | I have read this contract and recommend it for board approval. | | |
| | | | | 9800-42-5024-000 | | Initial 5/31/16 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, OSP1 or a school district and professional services are less than \$75,000, you must obtain at least three quotes and maintain records with the following information: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price (per Circular A-102)

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

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

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

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

Agency Name American Produce Express
 Attention: John Butler
 Street address or PO Box PO Box 606 96 E. Pine St
 City, State, Zip Code Okanogan, WA 98840
 Email Address american_produce_express@ncidata.com
 Phone Number 509-826-5379

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

Purchase of local sliced apple for school meals for the 16/17 SY

Rev 01/22/15

Wenatchee School District No. 246

CONTRACT FOR SLICED APPLES

THIS CONTRACT FOR SLICED APPLES (“this Contract”) is entered into on June 13, 2016, between the Wenatchee School District No. 246, a municipal corporation, Chelan County, Washington (“School District”), and American Produce Express, LLC., a Washington corporation, (“Contractor”).

RECITALS:

A. The School District is interested in entering into a contract for the purpose of providing SLICE APPLES to the Wenatchee School District for the 2016-17 school year.

B. Contractor has bid for the services sought by the School District, and Contractor’s bid has been found by the School District to be acceptable.

In consideration of the foregoing and for other valuable consideration, the School District and Contractor hereby mutually agree as follows:

SECTION ONE

SCOPE OF CONTRACT

The following shall be deemed to be part of this Contract:

- a. Call for Bids;
- b. General Instructions to Bidders;
- c. The bid by Contractor;
- d. The agreements contained in this Contract and recited; and
- e. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

All of the above taken as a whole shall constitute the contract documents.

SECTION TWO

TERM

This Contract shall be effective from August 22, 2016 and shall end August 22, 2017, unless extended by mutual agreement of the parties, or unless sooner terminated in accordance with the provisions of this Contract.

SECTION THREE

GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

Contractor shall perform the services and furnish the equipment and personnel as provided in the contract documents, and shall do all things necessary or proper for the performance and completion of the work required by this Contract.

SECTION FOUR

PAYMENT

School District shall pay Contractor on its regular established accounts payable cycle as submitted by Contractor to School District the amounts listed on the Contractor's bid letter submitted by Contractor.

SECTION FIVE

ASSIGNMENT OF CONTRACT

Contractor agrees not to assign this Contract, or any interest in this Contract, without the prior written approval of the School District.

SECTION SIX

RIGHT TO DECLARE DEFAULT

In addition to any other rights the School District may have, the School District shall have the right to declare the Contractor in default if:

a. The School District shall be of the opinion that Contractor has willfully or in bad faith violated any of the provisions of this agreement;

b. Any applicable laws have been violated by Contractor or Contractor's agents, servants, or employees.

Before the School District shall exercise its right to declare Contractor in default, it shall give Contractor an opportunity to be heard, on thirty (30) days' notice.

SECTION SEVEN

EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT

The right to declare Contractor in default for any of the grounds specified or referred to in Section Twelve shall be exercised by sending Contractor a notice signed by the Superintendent of the School District, setting forth the ground or grounds on which each default is declared.

SECTION EIGHT

SCHOOL DISTRICT'S RIGHTS AFTER TERMINATION

After the termination of Contractor's services for a default under this Contract, the School District may employ another Contractor or Contractors to complete the terms of this Agreement and hold Contractor responsible for any extra or added expense, loans, or damages suffered by the School District.

SECTION NINE

OTHER REMEDIES

The provisions outlined in this Agreement as to the rights of the School District after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

SECTION TEN

INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the School District, members of the Board of Directors, officers, employees and agents thereof against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, cost, expense and attorney's fees, in any manner caused by, arising from, incident to, connected with or growing

out of the delivery of SLICED APPLE PRODUCTS under this Contract, except for the acts or omissions of the School District or its representatives.

SECTION ELEVEN

LAWS AND REGULATIONS

During the entire term of this Contract, the Contractor shall comply in every respect with all laws, rules and regulations of the State of Washington affecting or regulating the delivery of SLICED APPLE PRODUCTS.

SECTION TWELVE

ATTORNEY FEES

If any suit or proceeding is instituted by School District or Contractor, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorney's fees and costs and expenses incurred relative to such suit or proceeding from the substantially nonprevailing party, in addition to such other available relief.

IN WITNESS WHEREOF, Wenatchee School District No. 246, acting by Brian L. Flones, its Superintendent, duly authorized, and Contractor have set their signatures and seals at Wenatchee, Washington, the day and year first above written.

SCHOOL DISTRICT:

WENATCHEE SCHOOL DISTRICT NO. 246

By _____
BRIAN L. FLONES
Superintendent

USER NAME

PASSWORD

getzin.k

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Entity Dashboard

[Entity Overview](#)

[Entity Record](#)

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[Assertions](#)

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[Reports](#)

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[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family Members](#)

RETURN TO SEARCH

American Produce Express, LLC
DUNS: 158238761 CAGE Code: 1SXJ9
Status: Active

96 East Pine St
Okanogan, WA, 98840 ,
UNITED STATES

Expiration Date: 02/11/2017

Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: American Produce Express, LLC
Business Type: Business or Organization
POC Name: John Butler
Registration Status: Active
Activation Date: 02/17/2016
Expiration Date: 02/11/2017

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

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"Federal" Consent Agenda Contract Cover Sheet

Request Board Approval

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

| Date | New or Renewal or Revision | Agency | Purpose | Amount | Contract Start Date & End Date | Staff Person Responsible for Contract | Reviewed by Les? | PO Required? |
|---------|----------------------------|------------------|-------------------------------|--------------------|--------------------------------|--|---|--------------|
| 5.31.16 | Renewal | J&G Distributing | Procurement of Dairy Products | 200,000 (est) | 8/22/16 to 8/22/17 | <u>Kent Getzin</u> |  | Yes |
| | | | | Budget Code | | I have read this contract and recommend it for board approval. | | |
| | | | | 9800-42-5024-000 | | Initial 5/31/16 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, OSP1 or a school district and professional services are less than \$75,000, you must obtain at least three quotes and maintain records with the following information: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price (per Circular A-102)

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

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

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

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

Agency Name J&G Distributing

Attention: Gale Richardson

Street address or PO Box 280 E Penny Lane

City, State, Zip Code Wenatchee, WA 98801

Email Address ~~brad.savage@usbakery.com~~ j-grich@hotmail.com

Phone Number 509-665-4133

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

Purchase of Dairy products for school meals for the 16/17 SY

Wenatchee School District No. 246

CONTRACT FOR DAIRY PRODUCTS

THIS CONTRACT FOR DAIRY PRODUCTS (“this Contract”) is entered into on June 13, 2016 between the Wenatchee School District No. 246, a municipal corporation, Chelan County, Washington (“School District”), and J & G Distributing, Inc., a Washington corporation, (“Contractor”).

RECITALS:

A. The School District is interested in entering into a contract for the purpose of providing dairy products for the Wenatchee School District 2016-2017 school year.

B. Contractor has bid for the services sought by the School District, and Contractor’s bid has been found by the School District to be acceptable.

In consideration of the foregoing and for other valuable consideration, the School District and Contractor hereby mutually agree as follows:

SECTION ONE

SCOPE OF CONTRACT

The following shall be deemed to be part of this Contract:

- a. Call for Bids;
- b. General Instructions to Bidders;
- c. The bid by Contractor opened May 25, 2016;
- d. The agreements contained in this Contract and recited; and
- e. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

All of the above taken as a whole shall constitute the contract documents.

SECTION TWO

TERM

This Contract shall be effective from August 22, 2016 and shall end August 21, 2017, unless extended by mutual agreement of the parties, or unless sooner terminated in accordance with the provisions of this Contract.

SECTION THREE

GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

Contractor shall perform the services and furnish the equipment and personnel as provided in the contract documents, and shall do all things necessary or proper for the performance and completion of the work required by this Contract.

SECTION FOUR

PAYMENT

School District shall pay Contractor on its regular established accounts payable cycle as submitted by Contractor to School District the amounts listed on the Contractor's bid letter dated May 24, 2016, submitted by Contractor.

SECTION FIVE

ASSIGNMENT OF CONTRACT

Contractor agrees not to assign this Contract, or any interest in this Contract, without the prior written approval of the School District.

SECTION SIX

RIGHT TO DECLARE DEFAULT

In addition to any other rights the School District may have, the School District shall have the right to declare the Contractor in default if:

a. The School District shall be of the opinion that Contractor has willfully or in bad faith violated any of the provisions of this agreement;

b. Any applicable laws have been violated by Contractor or Contractor's agents, servants, or employees.

Before the School District shall exercise its right to declare Contractor in default, it shall give Contractor an opportunity to be heard, on thirty (30) days' notice.

SECTION SEVEN

EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT

The right to declare Contractor in default for any of the grounds specified or referred to in Section Twelve shall be exercised by sending Contractor a notice signed by the Superintendent of the School District, setting forth the ground or grounds on which each default is declared.

SECTION EIGHT

SCHOOL DISTRICT'S RIGHTS AFTER TERMINATION

After the termination of Contractor's services for a default under this Contract, the School District may employ another Contractor or Contractors to complete the terms of this Agreement and hold Contractor responsible for any extra or added expense, loans, or damages suffered by the School District.

SECTION NINE

OTHER REMEDIES

The provisions outlined in this Agreement as to the rights of the School District after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

SECTION TEN

INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the School District, members of the Board of Directors, officers, employees and agents thereof against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, cost, expense and attorney's fees, in any manner caused by, arising from, incident to, connected with or growing

out of the delivery of dairy products under this Contract, except for the acts or omissions of the School District or its representatives.

SECTION ELEVEN

LAWS AND REGULATIONS

During the entire term of this Contract, the Contractor shall comply in every respect with all laws, rules and regulations of the State of Washington affecting or regulating the delivery of dairy products.

SECTION TWELVE

ATTORNEY FEES

If any suit or proceeding is instituted by School District or Contractor, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorney's fees and costs and expenses incurred relative to such suit or proceeding from the substantially nonprevailing party, in addition to such other available relief.

IN WITNESS WHEREOF, Wenatchee School District No. 246, acting by Brian L. Flones, its Superintendent, duly authorized, and Contractor have set their signatures and seals at Wenatchee, Washington, the day and year first above written.

SCHOOL DISTRICT:

WENATCHEE SCHOOL DISTRICT NO. 246

By _____
BRIAN L. FLONES
Superintendent

USER NAME

PASSWORD

getzin.k

.....

LOG IN

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[Forgot Password?](#)

[Create an Account](#)

Search Results

Current Search Terms: "J & G Distributing*"

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.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

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"Federal" Consent Agenda Contract Cover Sheet

Request Board Approval

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| Date | New or Renewal or Revision | Agency | Purpose | Amount | Contract Start Date & End Date | Staff Person Responsible for Contract | Reviewed by Les? | PO Required? |
|---------|----------------------------|----------------|-------------------------------|------------------|--------------------------------|--|---|--------------|
| 5.31.16 | Renewal | Franz/USBakery | Procurement of Bread Products | \$50,000 (est) | 8/22/16 to 8/22/17 | <u>Kent Getzin</u> |  | Yes |
| | | | | Budget Code | | I have read this contract and recommend it for board approval. | | |
| | | | | 9800-42-5024-000 | | Initial 5/31/16 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, print and submit a copy with your contract.

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

Agency Name Franz Bakery

Attention: John Savage or Brad Savage

Street address or PO Box 1422 N Miller St

City, State, Zip Code Wenatchee, WA 98801

Email Address brad.savage@usbakery.com

Phone Number 509-663-7244

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

Purchase of Bread products for school meals for the 16/17 SY

Wenatchee School District No. 246

CONTRACT FOR BREAD AND BAKERY PRODUCTS

THIS CONTRACT FOR BREAD AND BAKERY PRODUCTS (“this Contract”) is entered into on June 13, 2016 between the Wenatchee School District No. 246, a municipal corporation, Chelan County, Washington (“School District”), and FRANZ BAKERY/US BAKERY., a Washington corporation, (“Contractor”).

RECITALS:

A. The School District is interested in entering into a contract for the purpose of providing dairy products for the Wenatchee School District 2016-2017 school year.

B. Contractor has bid for the services sought by the School District, and Contractor’s bid has been found by the School District to be acceptable.

In consideration of the foregoing and for other valuable consideration, the School District and Contractor hereby mutually agree as follows:

SECTION ONE

SCOPE OF CONTRACT

The following shall be deemed to be part of this Contract:

- a. Call for Bids;
- b. General Instructions to Bidders;
- c. The bid by Contractor opened May 25, 2016;
- d. The agreements contained in this Contract and recited; and
- e. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

All of the above taken as a whole shall constitute the contract documents.

SECTION TWO

TERM

This Contract shall be effective from August 22, 2016 and shall end August 21, 2017, unless extended by mutual agreement of the parties, or unless sooner terminated in accordance with the provisions of this Contract.

SECTION THREE

GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

Contractor shall perform the services and furnish the equipment and personnel as provided in the contract documents, and shall do all things necessary or proper for the performance and completion of the work required by this Contract.

SECTION FOUR

PAYMENT

School District shall pay Contractor on its regular established accounts payable cycle as submitted by Contractor to School District the amounts listed on the Contractor's bid letter dated May 24, 2016, submitted by Contractor.

SECTION FIVE

ASSIGNMENT OF CONTRACT

Contractor agrees not to assign this Contract, or any interest in this Contract, without the prior written approval of the School District.

SECTION SIX

RIGHT TO DECLARE DEFAULT

In addition to any other rights the School District may have, the School District shall have the right to declare the Contractor in default if:

a. The School District shall be of the opinion that Contractor has willfully or in bad faith violated any of the provisions of this agreement;

b. Any applicable laws have been violated by Contractor or Contractor's agents, servants, or employees.

Before the School District shall exercise its right to declare Contractor in default, it shall give Contractor an opportunity to be heard, on thirty (30) days' notice.

SECTION SEVEN

EXERCISE OF RIGHT TO DECLARE CONTRACTOR IN DEFAULT

The right to declare Contractor in default for any of the grounds specified or referred to in Section Twelve shall be exercised by sending Contractor a notice signed by the Superintendent of the School District, setting forth the ground or grounds on which each default is declared.

SECTION EIGHT

SCHOOL DISTRICT'S RIGHTS AFTER TERMINATION

After the termination of Contractor's services for a default under this Contract, the School District may employ another Contractor or Contractors to complete the terms of this Agreement and hold Contractor responsible for any extra or added expense, loans, or damages suffered by the School District.

SECTION NINE

OTHER REMEDIES

The provisions outlined in this Agreement as to the rights of the School District after termination shall be in addition to any and all other legal or equitable remedies permissible under law.

SECTION TEN

INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the School District, members of the Board of Directors, officers, employees and agents thereof against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, cost, expense and attorney's fees, in any manner caused by, arising from, incident to, connected with or growing

out of the delivery of dairy products under this Contract, except for the acts or omissions of the School District or its representatives.

SECTION ELEVEN

LAWS AND REGULATIONS

During the entire term of this Contract, the Contractor shall comply in every respect with all laws, rules and regulations of the State of Washington affecting or regulating the delivery of dairy products.

SECTION TWELVE

ATTORNEY FEES

If any suit or proceeding is instituted by School District or Contractor, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorney's fees and costs and expenses incurred relative to such suit or proceeding from the substantially nonprevailing party, in addition to such other available relief.

IN WITNESS WHEREOF, Wenatchee School District No. 246, acting by Brian L. Flones, its Superintendent, duly authorized, and Contractor have set their signatures and seals at Wenatchee, Washington, the day and year first above written.

SCHOOL DISTRICT:

WENATCHEE SCHOOL DISTRICT NO. 246

By _____
BRIAN L. FLONES
Superintendent

USER NAME

PASSWORD

getzin.k

.....

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[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family Members](#)

RETURN TO SEARCH

UNITED STATES BAKERY

DUNS: 002941169 CAGE Code: 9P945

Status: Active

2006 S Weller St

Seattle, WA, 98144-2237 ,

UNITED STATES

Expiration Date: 05/23/2017

Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: UNITED STATES BAKERY
Doing Business As: Franz Family Bakeries
Business Type: Business or Organization
POC Name: Lori Smith
Registration Status: Active
Activation Date: 05/23/2016
Expiration Date: 05/23/2017

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

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DISTRICT POLICY

UPDATES

NUTRITION AND PHYSICAL FITNESS

The board recognizes that childhood obesity has reached epidemic levels in Washington and throughout the country. Overweight children are at a higher risk for developing severe long-term health problems, and overweight children are affected by discrimination, psychological stress, and low self-esteem. However, research indicates that obesity and subsequent diseases are largely preventable through diet and regular physical activity. Research also indicates that becoming physically active and maintaining a regular physical activity program significantly reduces the risk of some obesity and some cancers, diabetes and other chronic diseases.

Children who eat well-balanced meals and are healthy are more likely to learn in the classroom. The board supports increased emphasis on nutrition as well as physical activity at all grade levels to enhance the well-being of our district's youth. Therefore, it is the policy of the board to:

- A. Provide students access to nutritious food;
- B. Provide opportunities for physical activity and developmentally appropriate exercise; and
- C. Provide accurate information related to these topics.

Wenatchee School District Health and Fitness Standards

The Wenatchee School District's Healthier US Schools Challenge advisory committee (HUSSC) regularly convenes to maintain alignment with State and National Health and Fitness standards, HUSSC criteria, and USDA Child Nutrition Program requirements and to evaluate the policy's effectiveness. These [standards](#), as well as how families can support students toward these standards, is communicated through the Wenatchee School District website, Food Service website and other media.

Wellness Policy advisory committee regularly convenes to maintain alignment between State and National Health and Fitness standards and USDA Child Nutrition Program requirements and to evaluate the policy's effectiveness. The committee shall include the school food service director and staff, parents, building level administrators, school board members, students, nutrition and health care professionals, physical education staff, the public, and ideally a representative from each school building. Wellness Policy resources are posted on the WSD Food Services website.

See Appendix One for detailed documentation of USDA nutrition standards.

Wenatchee School District Nutrition Standards—All Schools

The Wenatchee School District recognizes that optimal nutrition is essential for lifelong health and optimal academic performance. The District is committed to providing an environment that promotes healthful food choices. This environment includes the District Food Services Program and also school vending operations, student stores, fundraising sales, and any other foods available on campus during the school day. The District requires the sale or distribution of nutrient-dense foods for all school functions and activities. Nutrient-dense foods are those foods that provide students with calories associated with high nutrient content. In an effort to support the consumption of nutrient-dense foods in the school

setting, the District has adopted the following nutrition standards governing school meals and the sale or distribution of beverages, food, and candy on school grounds during the academic day.

This commitment covers the two categories of food available in schools:

1. Federally funded meal service—National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Meals/Snacks, and Summer Food Service; and
2. All other food and beverages in schools—school vending operations, student stores, fundraising sales, and any other foods available on campus during the school day

Wenatchee School District Nutrition Standards—All Schools

School Meals Federally-funded School Meals will:

Every meal served through the National School Lunch and School Breakfast Programs will:

- be appealing and attractive to children;
 - be served in clean and pleasant settings;
 - meet, at a minimum, nutrition requirements established by local, state, and federal statutes and regulations;
 - offer a variety of fruits and vegetables;
 - serve only low fat (1%) and fat free milk and nutritionally equivalent non-dairy alternatives (to be defined by USDA); and
 - ensure that half of the served grains are whole grain
 - incorporate seasonally available, locally grown fresh whole foods
 - consider the cultural diversity of the student body in meal planning
 - be described on menus, the Food Service website, on cafeteria placards, or other point-of-purchase materials;
 - not conflict with tutoring, club, or organizational meetings or activities which if scheduled during mealtimes, must permit students to eat during such activities.
 - provide students access to hand washing or hand sanitizing before they eat.
 - provide access to drinking water during school meals and throughout the school day.
1. Such information (above bullet points) will be made available on menus, a website, on cafeteria menu boards, placards, or other point-of-purchase materials.
 2. Schools should not schedule tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities.
 3. Schools will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
 4. Elementary schools will work towards scheduling lunch periods to follow recess periods.
 5. Schools will, to the extent possible, operate the School Breakfast Program and to notify parents and students of the availability of the School Breakfast Program.
 6. Schools will, to the extent possible, arrange bus schedules and utilize methods to serve school breakfasts that encourage participation.

New Smart Snacks Standards

Other Requirements for Federally-funded Meals:

- ~~Elementary schools will work towards scheduling lunch periods to follow recess periods.~~
- ~~Schools will, to the extent possible, operate the School Breakfast Program and notify parents and students of the availability of the School Breakfast Program.~~
- ~~Schools will, to the extent possible, arrange bus schedules and utilize methods to serve school breakfasts that encourage participation.~~

All Other Food in Schools (also called competitive foods or sold in school stores and vending, etc):

must:

- ~~be a “whole grain rich” grain product; or~~
- ~~have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or~~
- ~~be a combination food that contains at least ¼ cup of fruit and/or vegetable; or~~
- ~~contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).~~
- ~~meet the following nutrient requirements:~~
 1. ~~Calorie limits: Snack items < 200 calories // Entrée items < 350 calories~~
 2. ~~Sodium limits: Snack items < 230 mg. // Entrée items < 480 mg.~~
 3. ~~Fat limits: Total fat < 35% of calories~~
~~———— Saturated fat: < 10% of calories~~
~~———— Trans fat: zero grams~~
 4. ~~Sugar limit is < 35% of weight from total sugars in foods~~

Beverages Nutrition Standards for Beverages:

1. ~~The Vending and non-vending sales of pop to students will **not** be permitted until 30 minutes after the last meal period at any time during the school day. Vending and non-vending sales of pop will be gradually decreased at Wenatchee High School and Westside High School with a goal of elimination of such sales by 2013.~~
2. ~~Vending and ala Carte sales of 100% fruit/vegetable juice, nonfat or low fat flavored milk and flavored water can be sold prior to and throughout the instructional day.~~
 - 2.1 ~~Vending and ala Carte sales of non-carbonated beverages such as ice teas, sports drinks and lemonades will be permitted at the secondary schools throughout the instructional day as long as they do not contain caffeine and are not sweetened artificially or by high fructose corn syrup.~~
3. ~~Wenatchee School District has decided that it will no longer sell or offer flavored milk in any of its USDA Child Nutrition programs.~~
4. ~~Any food sales of an occasional nature must have prior approval of the building principal.~~

All schools may sell:

- ~~plain water (with or without carbonation)~~
- ~~unflavored low fat milk~~
- ~~unflavored or flavored fat free milk and milk alternatives permitted by NSLP/SBP~~
- ~~100% fruit or vegetable juice and~~
- ~~100% fruit or vegetable juice diluted with water (with or without carbonation), and no added sweeteners.~~

Middle and High Schools may sell:

- ~~up to 12 ounce portions of milk and juice. There is no portion size for plain water.~~
- ~~no more than 20 ounce portions of calorie free, flavored water (with or without carbonation)~~
- ~~no more than 12 ounce portions of beverages with < 40 calories per 8 fluid ounces, or < 60 calories per 12 fluid ounces~~

High Schools may sell:

- ~~beverages and foods that contain caffeine~~

Food

Vended and “ala Carte” foods must meet the following criteria:

1. ~~Under 200 calories per unit/package.~~
2. ~~Under or equal to 35% calories from fat (excluding nuts, nut butters, eggs, and reduced fat cheese).~~
3. ~~Under 10% calories from saturated fat (excluding reduced fat cheese or eggs).~~
4. ~~Trans fat free.~~
5. ~~Under or equal to 35% sugar by weight (fruits are exempt).~~
6. ~~Yogurt and cheese products should be made with 2% or lower fat milk.~~
7. ~~Food choices should be a good source of several nutrients, including phytonutrients (nutrients found in plant based foods).~~

Candy

1. ~~Generally, candy is defined as any item that has added sugar, or that has 35% of its total weight composed of sugar, (including brown sugar, corn sweetener, corn syrup, fructose, glucose [dextrose], high fructose corn syrup, honey, invert sugar, lactose, maltose, molasses, raw sugar, table sugar [sucrose], or syrup).~~
2. ~~Vending and non-vending sales of candy will not be permitted on school grounds until 30 minutes after the last meal period.~~
3. ~~Candy given as a classroom reward is strongly discouraged and will no longer be allowed by September 2013.~~

Guidelines for Classroom Foods

1. ~~Classroom foods include snacks or treats provided by the teacher or by parents and foods used as rewards for appropriate classroom behavior.~~
2. ~~Snacks served at school will make a positive contribution to children’s diet and health, with an emphasis on fruits and vegetables and whole grains as the primary snacks and water as the primary beverage. Schools will assess if and when to offer snacks based on timing of school meals, children’s nutritional needs, children’s ages, and other considerations. The district will disseminate a list of healthful snack items to teachers and parents.~~
3. ~~If eligible, schools that provide snacks through after-school programs will pursue receiving reimbursements through the National School Lunch Program.~~

4. Using food as classroom rewards for academic performance or good behavior is strongly discouraged and alternative suggestions will be disseminated to teachers.
5. The district will disseminate a list of healthy party ideas to parents and teachers intending to include food as part of classroom celebrations.
6. Classroom parties serving food will not be scheduled during the school meal periods.

Guidelines for Foods and Beverages Sold in School Stores or as School Fundraisers

1. School stores must meet all criteria detailed in this policy and associated procedure.
2. To support children's health and school nutrition education efforts, school fundraising activities if they involve food will use only foods that meet the above outlined nutrition standards for foods and beverages and integrate locally grown produce where appropriate.
3. Schools will encourage fundraising activities that promote physical activity.
4. The district will make available a list of ideas for acceptable fundraising activities.
5. Food marketing in schools will be consistent with nutrition education and health promotion.

Other Requirements for All Other Foods and Beverages:

Fundraisers:

- The sale of food items that meet the above listed nutrition requirements at fundraisers are not limited in any way under the standards.
- Schools will encourage fundraising activities that are healthy and promote physical activity. A list of healthy fund-raising activities is available on the WSD Food Services website.
- The standards do not apply during non-school hours, on weekends and at off-campus fundraising events.
- The standards provide a special exemption for infrequent fundraisers that do not meet the nutrition standards. State agencies may determine the frequency with which fundraising activities take place that allow the sale of food and beverage items that do not meet the nutrition standards.
- Any beverage or food sales of an occasional nature must have prior approval of the building principal.

School Stores:

- The sale of food items that meet the above listed nutrition requirements including those in Appendix One in school stores are not limited in any way under the standards.
- Food marketing in schools will be consistent with nutrition education and health promotion.
- Sugar-free chewing gum is allowed.
- Dried whole fruits or vegetables and dehydrated fruits or vegetables with no added nutritive sweeteners are allowed.
- Vending and non-vending sales of candy to students will not be permitted on school grounds at any time during the school day. Candy is defined as any item that has added sugar, or that has 35% or more of its total weight composed of sugar, including brown sugar, corn sweetener, corn syrup, fructose, glucose [dextrose], high fructose corn syrup, honey, invert sugar, lactose, maltose, molasses, raw sugar, table sugar [sucrose], or syrup.

Accompaniments:

- Accompaniments such as cream cheese, salad dressing and butter must be included in the nutrient profile as part of the food item sold.

Classroom Foods:

- Include snacks or treats provided by the teacher or by parents and foods used as rewards for appropriate classroom behavior
- Snacks served at school will make a positive contribution to children's diet and health, with an emphasis on fruits and vegetables and whole grains as the primary snacks and water as the primary beverage.
- Schools will assess if and when to offer snacks based on timing of school meals, children's nutritional needs, children's ages, and other considerations. A list of healthful snack items is available on the WSD Food Services website.
- Candy can not be given as a classroom reward. All other foods given as rewards in the classroom must meet above-listed nutrient requirements.
- School staff should promote non-food alternatives as student rewards.
- A list of healthy party ideas to parents and teachers intending to include food as part of classroom celebrations is posted on the WSD Food Service website.
- Classroom parties serving food will not be scheduled during the school meal periods.
- All food served to students must meet Chelan/Douglas Health District's standards in regard to storage, preparation, and service with particular attention to potentially hazardous foods that require proper hot and cold holding.

Application of this Policy

This policy applies to all food and beverages sold on school grounds during the course of the academic day. Schools are required to study these standards and develop a building policy that uses the District Nutrition Standards as minimum standards.

Any food vending contracts must be reviewed to ensure that they result in sales in school buildings that meet the above-outlined nutritional criteria. After such review, all food vending contracts must have Board approval before they can go into effect.

The superintendent or designee shall approve and support implementation of a comprehensive district-wide nutrition program consistent with state and federal requirements for districts sponsoring the National School Lunch Program and the School Breakfast Program. The superintendent shall adopt and implement a comprehensive curriculum on health, fitness and nutrition consistent with the Essential Academic Learning Requirements (EALRs). The curriculum will provide opportunities for developmentally appropriate instruction for grades K-12. The input of staff, students, parents and public health professions in the development of the curriculum is encouraged. Nutrition, health and fitness topics shall be integrated within the sequential, comprehensive health education curriculum taught at every grade level, kindergarten through grade 12, and coordinated with the guidelines of this policy

The district shall take a proactive approach to encourage students to make nutritious food choices.

The superintendent shall ensure that: encourage all students to participate in the school's child nutrition meal program and ensure that:

- ~~A. A variety of healthy food choices are available whenever food is sold or served on district property or at district sponsored events; Schools are encouraged to offer fresh and minimally processed fruits and vegetables from local sources to the greatest extent possible;~~
- ~~B. Schools shall regulate the sale or serving of foods or snacks high in fat, sodium or added sugars; and~~
- ~~Meal prices are established in consultation with the food service director and the approval the board before the beginning of each year;~~
- ~~Meal prices are posted on school menus and on the WSD website;~~
- ~~Schools provide adequate time and space to eat meals so that seating is not overcrowded;~~
- ~~Rules for safe behavior at meal times are consistently enforced and appropriate supervision is provided;~~
- ~~C. Nutritious meals served by the school nutrition and food services operation comply with state and federal law;~~
- ~~A periodic assessment of the school meal program with input from students, parents, and staff;~~
- ~~District physical activity/health and fitness programs are monitored and assessed regularly;~~
- ~~Results of state approved fitness assessments are reported to the board, school sites, and made available to parents and community on an annual basis;~~
- ~~The board approved Wellness Policy is being implemented; and~~
- ~~D. The public (including parents, students, and others in the community) is informed and updated about the content and implementation of the district wellness policy.~~

In each school, the principal or designee will ensure compliance with this policy and may be asked to report on the school's compliance to the Healthier US Schools Challenge Wenatchee Schools Wellness Policy advisory committee.

The Healthier US Schools Challenge WSD Wellness Policy advisory committee will:

- A. ~~Serve as resources to school sites for implementing this policy;~~
- B. ~~Assess on-going progress in policy implementation and determine areas in need of improvement;~~
- C. ~~Make recommendations to the superintendent regarding policy effectiveness.~~

~~Nutrition NUTRITION~~

~~Nutrition Standards/Nutrition Education~~

The district shall provide school breakfasts and lunches, which meet the nutritional standards required by USDA Child Nutrition Programs. The superintendent shall establish rules for the sale of food during the school day to encourage the eating of nutritious breakfasts and lunches as outlined in the above document. Any food sales of an occasional nature or sold in vending machines must have the prior approval of the building principal.

Nutrition education will be offered that emphasizes the recommendations of the US Dietary Guidelines for Americans. School food service will work with school departments and with community partners to facilitate student understanding of fresh, locally grown, and minimally processed whole foods. The superintendent shall establish rules for the sale of food during the school day to encourage the eating of nutritious breakfasts and lunches as outlined in the above document. Any food sales of an occasional nature or sold in vending machines must have the prior approval of the building principal.

Nutrition education at all levels of the district's integrated curriculum should include, but not be limited to, the following essential components designed to help students learn:

- Age appropriate nutritional knowledge, including the relationship of nutrition and food nutrients to physical performance; patterns of growth and development as well as issues surrounding body image; the concept of control and prevention of disease; how environmental factors affect health; the benefits of healthy eating in the context of essential nutrients and nutritional deficiencies; the principles of healthy weight management; the use and misuse of dietary supplements; the benefits of eating seasonally; the role of agriculture in their food choices and in our region, and cultural diversity related to food and eating;
- Age appropriate nutrition related skills, including gathering and analyzing health information; using social skills to promote health and safety; understanding how emotions influence decision making; analyzing health and safety information; developing a health and fitness plan and a monitoring system, learning to plan and prepare a healthy meal, understanding and using food labels, critically evaluating nutrition information, misinformation, and commercial food and advertising; learning safe food preparation, handling, and storage.

Family and Community Involvement

Research shows that students who participate in school meal programs have increased intakes of key essential nutrients at lunch and over a 24 hour period. In order to promote family and community involvement in supporting and reinforcing nutrition education in the schools, the school principal is responsible for ensuring that:

- Nutrition education materials and meal menus are made available to parents;
- Parents are provided with current information promoting their child's participation in the school meals program. If their children do not participate in the school meal program, parents are provided with information stressing the importance of sending their children to school with healthy snacks/meals;
- Families are invited to attend exhibitions of student nutrition projects or health fairs; school meals, and Farm to School events;
- School staff are encouraged to participate in school garden related curriculum or to cooperate with other agencies and community groups to provide opportunities for student projects related to nutrition, as appropriate; and
- School staff consider the various cultural preferences in development of nutrition education programs, school garden plantings, and food options.

Food Services Program

The district supports the philosophy of the USDA Child Nutrition programs and shall

provide wholesome and nutritious meals for children in the district's schools. The board authorizes the superintendent to administer the food services program, provided that any decision to enter into a contract with a private food service agency shall require the approval of the board. Expenditures for food supplies shall not exceed the estimated revenues.

Because of the potential liability of the district, the food services program shall not accept donations of food other than as provided in this policy without the expressed approval of the board. Should the board approve a food donation, the superintendent shall establish inspection and handling procedures for the food and determine that the provisions of all state and local laws have been met before selling the food as part of the school lunch menu.

Ongoing in-service and professional development training opportunities for staff in the area of food nutrition will be encouraged. WSD Food Services engages in a cooperative relationship with local farms in a Farm to School program which sources local food for school meals and offers agricultural and nutrition education opportunities through cafeteria events, school gardens, and field trips. Staff visits to regional farms, which grow school foods is encouraged.

Free And Reduced-Price Food Services

The district shall provide free and reduced-price breakfasts, lunches and milk to students according to the terms of the National School Lunch and Breakfast programs and the laws and rules of the state. The district shall inform parents of the eligibility standards for free or reduced-price meals. Reasonable efforts shall be made to protect the identity of students receiving such meals. A parent has the right to appeal any decision with respect to his/her application for free or reduced-price food services to the superintendent. The district may provide free, nutritious meals to all children on test days, including students who do not qualify for free or reduced-priced federal school meal benefits, however, the district is responsible for the cost of providing meals to students who are ineligible for free and reduced-priced meals. The board of directors may establish a program whereby school meals may be provided to anyone other than students of the district at the greatest price charged any student plus an amount representing the portion of the lunch cost paid for from local, state and federal assistance (cash and food).

Surplus Commodities

The district shall use food commodities made available under the Federal Food Commodity Program for school menus at the discretion of the Food Services Director.

Summer Food Program

When academic summer programming is offered by the District, every effort will be made to provide meals to participants and the community via the Summer Food Service Program.

Physical Education PHYSICAL FITNESS

Health and Fitness

It is the district's position that all students have equal and equitable opportunities for physical activity and fitness education in our schools. The superintendent is encouraged to review and consider implementing physical activity and fitness education program improvements.

The health and fitness goals of the Wenatchee School District are:

- All K-12 students will participate in a daily, quality, standards-based physical activity/fitness education program;
- All schools will have certified physical education teachers providing instruction; and
- All schools will have appropriate class sizes, facilities, equipment, and supplies needed to deliver quality physical education consistent with national standards.

Schools will comply with state-mandated requirements, including:

- All students in grades one through eight will complete an average of one hundred instructional minutes per week of physical education.
- Physical education includes instruction and practice in basic movement and gross motor skills, progressive physical fitness, and wellness activities through age-appropriate activities.
- All high school students will complete two credits of health and fitness. The district encourages all high schools to offer a variety of health and fitness classes for each grade in the high school.
- Suitable adapted physical education shall be included as part of individual education plans for students with chronic health problems, other disabling conditions, or other special needs that preclude such student's participation in regular physical education instruction or activities.

In addition to required physical education, students at the elementary level should have the opportunity to participate in daily recess and physical activity. The district shall provide daily recess period(s) for elementary school students, featuring time for unstructured but supervised active play. Schools shall prohibit punishment that withholds physical activity or physical education class.

The district is encouraged to:

- Provide adequate co-curricular physical activity programs, including fully inclusive intramural programs and physical activity clubs;
- Promote the use of school facilities for physical activity programs offered by the school and/or community-based organizations outside of school hours;
- Provide access to school sites through permitting use of facilities to community youth sports groups consistent with the district's facilities use policy, community college and municipal joint use agreements and partnerships with youth organizations;
- Make available additional fitness opportunities for all youth in our communities regardless of income or ethnicity to participate in quality physical activity, fitness, sports and recreation programs;
- Identify safe and active routes to school and promote alternative methods for children to travel to and from school, such as walking and bicycle programs.

Health and Fitness Curriculum

The superintendent shall adopt and implement a comprehensive health and fitness curriculum consistent with the EALRs. The curriculum will provide opportunities for developmentally appropriate instruction for grades K-12. Working towards a Comprehensive School Physical Activity Program is recommended. Fitness Evaluation procedures will utilize assessments generated by the State CBA for Health/Fitness by 5th, 8th, and 10th grades with results reported to the District along with other strategies directed by the State or approved by the District to assess fitness for elementary school and for secondary school students, and will utilize other strategies that have been in place since the end of the 2008-2009 school year.

Family and Community Involvement

In order to promote family and community involvement in supporting and reinforcing physical education in schools, the school principal is responsible for ensuring that:

- Physical education activity ideas are sent home with students;
- Parents are encouraged to promote their child's participation in the school's physical education programs and after school activities;
- Families are invited to attend and participate in physical education activity programs and health fairs;
- School staff considers the various cultural preferences in development of physical education programs; and
- School staff are encouraged to cooperate with other agencies and community groups to provide opportunities for students to participate in physical activity programs.

All students in grades one through eight are required to complete an average of one hundred instructional minutes per week of physical education. This includes instruction and practice in basic movement and fine motor skills, progressive physical fitness, and wellness activities through age appropriate activities. All high school students are required to complete two credits of health and fitness. The district encourages all high schools to offer a variety of health and fitness classes for each grade in the high school.

Suitable adapted physical education shall be included as part of individual education plans for students with chronic health problems, other disabling conditions, or other special needs that preclude such student's participation in regular physical education instruction or activities.

In addition to required physical education, students at the elementary level should have the opportunity to participate in daily recess and physical activity. The district shall provide daily recess period(s) for elementary school students, featuring time for unstructured but supervised active play. The district is encouraged to provide adequate co-curricular physical activity programs, including fully inclusive intramural programs and physical activity clubs; and to promote the use of school facilities for physical activity programs offered by the school and/or community-based organizations outside of school hours.

Cross-References: Board Policy 2100 Instructional Program Offerings
 Board Policy 4330 Use of School Facilities
 Legal References: RCW 28A.230.040 Physical Education—Grades 1-8
 28A.230.050 Physical Education in High School
 28A.235 Surplus or Donated Food Commodities for School Hot Lunch Programs
 28A.235.120 Lunchrooms—Establishment and operation
 —Personnel for—Agreement for
 28A.235.130 Milk for children at school expense
 28A.623.020 Nonprofit meal program for elderly—Authorized—Restrictions
 69.04 Food, Drugs, Cosmetics, and Poisons
 69.06.010 Food service worker permit
 69.06.020 Permit exclusive and valid throughout state
 —Fee
 69.06.030 Diseased persons—May not work—Employer may not hire
 69.06.050 Permit to be secured within fourteen days

~~from time of employment.~~

~~69.06.070 Limited duty permit~~

~~WAC 180-50-135 Physical Education—Grade school and high school requirement.~~

~~WAC 180-51-085 Physical Education Requirement Excuse~~

~~7 CFR, Parts 210 and 220~~

~~7 CFR, Part 245.5~~

~~Management Resources: *Policy News*, December 2004 Nutrition and Physical Fitness Update~~

~~***Policy News*, February 2005 Nutrition and Physical Fitness Policy**~~

~~Wenatchee School District~~

~~Adopted Date: July 12, 2005~~

~~Revised: Formerly Policy No. 8230; Updated and Revised 6/26/12~~

NUTRITION AND PHYSICAL FITNESS

The board recognizes that childhood obesity has reached epidemic levels in Washington and throughout the country. Overweight children are at a higher risk for developing severe long-term health problems, and overweight children are affected by discrimination, psychological stress, and low self-esteem. However, research indicates that obesity and subsequent diseases are largely preventable through diet and regular physical activity. Research also indicates that becoming physically active and maintaining a regular physical activity program significantly reduces the risk of some obesity and some cancers, diabetes and other chronic diseases.

Children who eat well-balanced meals and are healthy are more likely to learn in the classroom. The board supports increased emphasis on nutrition as well as physical activity at all grade levels to enhance the well-being of our district's youth. Therefore, it is the policy of the board to:

- A. Provide students access to nutritious food;
- B. Provide opportunities for physical activity and developmentally appropriate exercise; and
- C. Provide accurate information related to these topics.

Wenatchee School District Health and Fitness Standards

The Wenatchee School District's Wellness Policy advisory committee regularly convenes to maintain alignment between State and National Health and Fitness standards and USDA Child Nutrition Program requirements and to evaluate the policy's effectiveness. The committee shall include the school food service director and staff, parents, building level administrators, school board members, students, nutrition and health care professionals, physical education staff, the public, and ideally a representative from each school building. Wellness Policy resources are posted on the WSD Food Services website. **See Appendix One for detailed documentation of USDA nutrition standards.**

The Wenatchee School District recognizes that optimal nutrition is essential for lifelong health and optimal academic performance. The District is committed to providing an environment that promotes healthful food choices.

This commitment covers the two categories of food available in schools:

1. Federally-funded meal service—National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Meals/Snacks, Summer Food Service; and
2. All other food and beverages in schools-- school vending operations, student stores, fundraising sales, and any other foods available on campus during the school day

Wenatchee School District Nutrition Standards – All Schools

Federally-funded School Meals will:

- comply with nutrition standards for all food sold in school (see appendix one).
- meet, at a minimum, the nutrition requirements established by federal statutes and regulations;
- be appealing and attractive to children;
- be served in clean and pleasant settings;

- incorporate seasonally available, locally grown fresh whole foods
- consider the cultural diversity of the student body in meal planning
- be described on menus, the Food Service website, on cafeteria placards, or other point-of-purchase materials;
- require that tutoring, club, or organizational meetings or activities which if scheduled during mealtimes, must permit students to eat school meal provided by the nutrition service department during such activities.
- provide students access to hand washing or hand sanitizing before they eat.
- provide access to drinking water during school meals and throughout the school day.

Other Considerations for Federally-funded Meals:

- Elementary schools will work towards scheduling lunch periods to follow recess periods.
- Schools will, to the extent possible, operate the School Breakfast Program and notify parents and students of the availability of the School Breakfast Program.
- Schools will, to the extent possible, arrange bus schedules and utilize methods to serve school breakfasts that encourage participation.

All Other Food in Schools (competitive foods, foods sold in school stores and vending machines):

must:

- be a “whole grain-rich” grain product: or
- have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- be a combination food that contains at least ¼ cup of fruit and/or vegetable; or
- contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).
- meet the following nutrient requirements:
 1. Calorie limits: Snack items < 200 calories // Entrée items < 350 calories
 2. Sodium limits: Snack items < 230 mg. // Entrée items < 480 mg.
 3. Fat limits: Total fat < 35% of calories
Saturated fat: < 10% of calories
Trans fat: zero grams
 4. Sugar limit is < 35% of weight from total sugars in foods

Nutrition Standards for Beverages:

The Vending and non-vending sales of soda pop to students will **not** be permitted at any time during the school day.

All schools may sell:

- plain water (with or without carbonation)
- unflavored low fat milk
- unflavored or flavored fat free milk and milk alternatives permitted by NSLP/SBP
- 100% fruit or vegetable juice and
- 100% fruit or vegetable juice diluted with water (with or without carbonation), and no added sweeteners.

Middle and High Schools may sell:

- up to 12-ounce portions of milk and juice. There is no portion size for plain water.
- no more than 20-ounce portions of calorie-free, flavored water (with or without carbonation)
- no more than 12-ounce portions of beverages with < 40 calories per 8 fluid ounces, or < 60 calories per 12 fluid ounces

High Schools may sell:

- beverages and foods that contain caffeine as long as all other calorie requirements are met.

Other Requirements for All Other Foods and Beverages:

Fundraisers:

- The sale of food items that meet the above-listed nutrition requirements at fundraisers are not limited in any way under the standards.
- Schools will encourage fundraising activities that are healthy and promote physical activity. A list of healthy fund-raising activities is available on the WSD Food Services website.
- The standards do not apply during non-school hours, on weekends and at off-campus fundraising events.
- Any beverage or food sales of an occasional nature must have prior approval of the building principal.

School Stores:

- The sale of food items that meet the above-listed nutrition requirements including those in Appendix One in school stores are not limited in any way under the standards.
- Food marketing in schools will be consistent with nutrition education and health promotion.
- Sugar-free chewing gum is allowed.
- Dried whole fruits or vegetables and dehydrated fruits or vegetables with no added nutritive sweeteners are allowed.
- Vending and non-vending sales of candy to students will not be permitted on school grounds at any time during the school day. Candy is defined as any item that has added sugar, or that has 35% or more of its total weight composed of sugar, including brown sugar, corn sweetener, corn syrup, fructose, glucose [dextrose], high-fructose corn syrup, honey, invert sugar, lactose, maltose, molasses, raw sugar, table sugar [sucrose], or syrup.

Accompaniments:

- such as cream cheese, salad dressing and butter must be included in the nutrient profile as part of the food item sold.

Classroom Foods:

- are defined as snacks, treats or meals provided by the teacher or by parents and foods used as rewards for appropriate classroom behavior.

- Snacks served at school will make a positive contribution to children’s diet and health, with an emphasis on fruits and vegetables and whole grains as the primary snacks and water as the primary beverage.
- Schools will assess if and when to offer snacks based on timing of school meals, children’s nutritional needs, children’s ages, and other considerations. A list of healthful snack items is available on the WSD Food Services website.
- Candy cannot be given as a classroom reward. All other foods given as rewards in the classroom must meet above-listed nutrient requirements.
- School staff should promote non-food alternatives as student rewards.
- A list of healthy party ideas to parents and teachers intending to include food as part of classroom celebrations is posted on the WSD Food Service website.
- Classroom parties serving food will not be scheduled during the school meal periods.
- All food served to students must meet Chelan/Douglas Health District’s sanitation standards in regard to storage, preparation, and service with particular attention to potentially hazardous foods that require proper hot and cold holding.

Application of this Policy

This policy applies to all food and beverages sold on school grounds during the course of the academic day. Schools are required to study these standards and develop a building policy that uses the District Nutrition Standards as minimum standards. Any food vending contracts must be reviewed to ensure that they result in sales in school buildings that meet the above outlined nutritional criteria. After such review, all food vending contracts must have Board approval before they can go into effect.

The superintendent or designee shall approve and support implementation of a comprehensive district-wide nutrition program consistent with state and federal requirements for districts sponsoring the National School Lunch Program and the School Breakfast Program. The superintendent shall adopt and implement a comprehensive curriculum on health, fitness and nutrition consistent with the Essential Academic Learning Requirements (EALRs). The curriculum will provide opportunities for developmentally appropriate instruction for grades K-12. The input of staff, students, parents and public health professions in the development of the curriculum is encouraged. Nutrition, health and fitness topics shall be integrated within the sequential, comprehensive health education curriculum taught at every grade level, kindergarten through grade 12, and coordinated with the guidelines of this policy.

The superintendent shall encourage all students to participate in the school’s child nutrition meal program and ensure that:

- a variety of healthy food choices are available whenever food is sold or served on district property or at district-sponsored events. Schools are encouraged to offer fresh and minimally processed fruits and vegetables from local sources to the greatest extent possible;
- schools shall regulate the sale or serving of foods or snacks high in fat, sodium or added sugars;
- meal prices are established in consultation with the food service director and the approval of the school board before the beginning of each year;
- meal prices are posted on school menus and on the WSD website;

- schools provide adequate time and space to eat meals so that seating is not overcrowded;
- rules for safe behavior at meal times are consistently enforced and appropriate supervision is provided;
- nutritious meals served by the school nutrition and food services operation comply with state and federal law;
- a periodic assessment of the school meal program is done with input from students, parents, and staff;
- district physical activity/health and fitness programs are monitored and assessed regularly;
- results of state approved fitness assessments are reported to the school board, school sites, and made available to parents and community on an annual basis;
- the school board-approved Wellness Policy is being implemented; and
- the public (including parents, students, and others in the community) is informed and updated about the content and implementation of the district wellness policy.

In each school, the principal or designee will ensure compliance with this policy and may be asked to report on the school's compliance to the Wenatchee School District's Wellness Policy advisory committee. The WSD Wellness Policy advisory committee will:

- serve as resources to school sites for implementing this policy;
- assess on-going progress in policy implementation and determine areas in need of improvement;
- make recommendations to the superintendent regarding policy effectiveness.

Nutrition Education

Nutrition education will be offered that emphasizes the recommendations of the Dietary Guidelines for Americans. School food service will work with school departments and with community partners to facilitate student understanding of fresh, locally grown, and minimally processed whole foods.

Nutrition education at all levels of the district's integrated curriculum should include, but not be limited to, the following essential components designed to help students learn:

- age-appropriate nutritional knowledge, including the relationship of nutrition and food nutrients to physical performance; patterns of growth and development as well as issues surrounding body image; the concept of control and prevention of disease; how environmental factors affect health; the benefits of healthy eating in the context of essential nutrients and nutritional deficiencies; the principles of healthy weight management; the use and misuse of dietary supplements; the benefits of eating seasonally; the role of agriculture in their food choices and in our region, and cultural diversity related to food and eating.
- age-appropriate nutrition-related skills, including gathering and analyzing health information; using social skills to promote health and safety; understanding how emotions influence decision making; analyzing health and safety information; developing a health and fitness plan and a monitoring system, learning to plan and prepare a healthy meal, understanding and using food labels, critically evaluating nutrition information, misinformation, and commercial food and advertising; learning safe food preparation, handling, and storage.

Family and Community Involvement

Research shows that students who participate in school meal programs have increased intakes of key essential nutrients at lunch and over a 24 hour period. In order to promote family and community

involvement in supporting and reinforcing nutrition education in the schools, the school principal is responsible for ensuring that:

- nutrition education materials and meal menus are made available to parents;
- parents are provided with current information promoting their child's participation in the school meals program. If their children do not participate in the school meal program, parents are provided with information stressing the importance of sending their children to school with healthy snacks/meals;
- families are invited to attend exhibitions of student nutrition projects or health fairs; school meals, and Farm to School events;
- school staff are encouraged to participate in school garden related curriculum or to cooperate with other agencies and community groups to provide opportunities for student projects related to nutrition, as appropriate; and
- school staff consider the various cultural preferences in development of nutrition education programs, school garden plantings, and food options.

Food Services Program

The district supports the philosophy of the USDA Child Nutrition programs and shall provide wholesome and nutritious meals for children in the district's schools. The board authorizes the superintendent to administer the food services program, provided that any decision to enter into a contract with a private food service agency shall require the approval of the board. Expenditures for food supplies shall not exceed the estimated revenues.

Because of the potential liability of the district, the food services program shall not accept donations of food other than as provided in this policy without the expressed approval of the school board. Should the board approve a food donation, the superintendent shall establish inspection and handling procedures for the food and determine that the provisions of all state and local laws have been met before selling the food as part of the school lunch menu.

Ongoing in-service and professional development training opportunities for staff in the area of food nutrition will be encouraged. WSD Food Services engages in a cooperative relationship with local farms in a Farm to School program which sources local food for school meals and offers agricultural and nutrition education opportunities through cafeteria events, school gardens, and field trips. Staff visits to regional farms, which grow school foods is encouraged.

Free And Reduced-Price Food Services

The district shall provide free and reduced-price breakfasts, lunches and milk to students according to the terms of the National School Lunch and Breakfast programs and the laws and rules of the state. The district shall inform parents of the eligibility standards for free or reduced price meals. Reasonable efforts shall be made to protect the identity of students receiving such meals. A parent has the right to appeal any decision with respect to his/her application for free or reduced-price food services to the superintendent. The district may provide free, nutritious meals to all children on test days, including students who do not qualify for free or reduced priced federal school meal benefits, however, the district is responsible for the cost of providing meals to students who are ineligible for free and reduced priced meals. The school board may establish a program whereby school meals may be provided to anyone other than students of the

district at the greatest price charged any student plus an amount representing the portion of the lunch cost paid for from local, state and federal assistance (cash and food).

Surplus Commodities

The district shall use food commodities made available under the Federal Food Commodity Program for school menus at the discretion of the Food Services Director.

Summer Food Program

When academic summer programming is offered by the District, every effort will be made to provide meals to participants and the community via the Summer Food Service Program.

Health and Fitness

It is the district's position that all students have equal and equitable opportunities for physical activity and fitness education in our schools. The superintendent is encouraged to review and consider implementing physical activity and fitness education program improvements.

The health and fitness goals of the Wenatchee School District are:

- all K-12 students will participate in a daily, quality, standards-based physical activity/fitness education program;
- all schools will have certified physical education teachers providing instruction; and
- all schools will have appropriate class sizes, facilities, equipment, and supplies needed to deliver quality physical education consistent with national standards.

Schools will comply with state mandated requirements, including:

- all students in grades one through eight will complete an average of one hundred instructional minutes per week of physical education;
- physical education includes instruction and practice in basic movement and gross motor skills, progressive physical fitness, and wellness activities through age-appropriate activities;
- all high school students will complete two credits of health and fitness. The district encourages all high schools to offer a variety of health and fitness classes for each grade in the high school;
- suitable adapted physical education shall be included as part of individual education plans for students with chronic health problems, other disabling conditions, or other special needs that preclude such student's participation in regular physical education instruction or activities.

In addition to required physical education, students at the elementary level should have the opportunity to participate in daily recess and physical activity. The district shall provide daily recess period(s) for elementary school students, featuring time for unstructured but supervised active play. Schools shall prohibit punishment that withholds physical activity or physical education class.

The district is encouraged to:

- provide adequate co-curricular physical activity programs, including fully inclusive intramural programs and physical activity clubs;
- promote the use of school facilities for physical activity programs offered by the school and/or community-based organizations outside of school hours;
- provide access to school sites through permitting use of facilities to community youth sports groups consistent with the district's facilities use policy, community college and municipal joint use agreements and partnerships with youth organizations;

- make available additional fitness opportunities for all youth in our communities regardless of income or ethnicity to participate in quality physical activity, fitness, sports and recreation programs;
- identify safe and active routes to school and promote alternative methods for children to travel to and from school, such as walking and bicycle programs.

Health and Fitness Curriculum

The superintendent shall adopt and implement a comprehensive health and fitness curriculum consistent with the EALRs. The curriculum will provide opportunities for developmentally appropriate instruction for grades K-12. Working towards a Comprehensive School Physical Activity Program is recommended. Fitness evaluation procedures will utilize assessments generated by the State CBA for Health/Fitness by 5th, 8th, and 10th grades with results reported to the District along with other strategies directed by the State or approved by the District to assess fitness for elementary school and for secondary school students.

Family and Community Involvement

In order to promote family and community involvement in supporting and reinforcing physical education in schools, the school principal is responsible for ensuring that:

- physical education activity ideas are sent home with students;
- parents are encouraged to promote their child's participation in the school's physical education programs and after school activities;
- families are invited to attend and participate in physical education activity programs and health fairs;
- school staff considers the various cultural preferences in development of physical education programs; and
- school staff are encouraged to cooperate with other agencies and community groups to provide opportunities for students to participate in physical activity programs.

Cross References: Board Policy 2100 Instructional Program Offerings
 Board Policy 4330 Use of School Facilities
 Legal References: RCW 28A.230.040 Physical Education – Grades 1-8
 28A.230.050 Physical Education in High School
 28A.235 Surplus or Donated Food Commodities for
 School Hot Lunch Programs
 28A.235.120 Lunchrooms — Establishment and operation
 — Personnel for — Agreement for
 28A.235.130 Milk for children at school expense
 28A.623.020 Nonprofit meal program for elderly —
 Authorized — Restrictions
 69.04 Food, Drugs, Cosmetics, and Poisons
 69.06.010 Food service worker permit
 69.06.020 Permit exclusive and valid throughout state
 — Fee
 69.06.030 Diseased persons — May not work —
 Employer may not hire
 69.06.050 Permit to be secured within fourteen days
 from time of employment.
 69.06.070 Limited duty permit

WAC 180-50-135 Physical Education – Grade school and high school requirement.

WAC 180-51-085 Physical Education Requirement-Excuse

7 CFR, Parts 210 and 220

7 CFR, Part 245.5

Management Resources: *Policy News*, December 2004 Nutrition and Physical Fitness Update

***Policy News*, February 2005 Nutrition and Physical Fitness Policy**

Wenatchee School District

Adopted Date: July 12, 2005

Revised: Formerly Policy No. 8230; Updated and Revised 3/11/15

ADMINISTRATION

NUTRITION AND PHYSICAL FITNESS

Nutritional Content and Food Service Operations

The following guidelines shall be in effect:

- A. The sale of [foods of minimal nutritional value](#) must be prohibited in the food service area during meal periods. Only food or beverages that meet the minimal nutritional values, as defined by the USDA Child Nutrition Standards may be sold or served in the school ~~prior to 30 minutes after the last lunch~~ all day period. Such a provision specifically does not allow for the sale of carbonated beverages. Other non-carbonated beverages must be made with 100% fruit juice or be sweetened with sugar only (no artificial sweeteners or high fructose corn syrup) and cannot contain caffeine except at the high school level.
- B. This policy does not allow for the sale, ~~prior to 30 minutes after the last lunch period~~ all day, of confections defined by USDA as [foods of minimal nutritional value](#) such as hard candy made predominantly of sugar or corn syrup, licorice, marshmallow candies, jelly beans, fondant, spun candy and candy-coated popcorn.
- C. Foods sold or served in school should assist students to comply with the dietary guidelines for Americans, by providing a variety of whole grains, fruits, vegetables, foods low in saturated fat, trans fat free, low in cholesterol, sugars and salt as defined in the district Wellness Policy.
- D. Apple or other fresh fruit sales in vending machines or ala Carte are acceptable at all times.
- E. Food that is sold must meet the Chelan-Douglas Health department's standards in regard to sanitation, storage, preparation and serving.
- F. Students and staff will have access to safe, fresh drinking water throughout the school day. Fluoridated or bottled water should be made available for purchase by staff and students.
- G. School staff should promote non-food alternatives as student rewards.

School Cafeterias

- H. Any student may eat in the school cafeteria or other place designated by the building principal.
- I. Meal prices will be established by the superintendent and food service director, with the approval of the board at the beginning of each year.
- J. Healthy option foods should be competitively priced.
- K. Meal prices will be posted in each cafeteria or designated meal area and on the WSD website.

Nutrition Education

Nutrition education at all levels of the district's integrated curriculum should include, but not be limited to, the following essential components designed to help students learn:

- A. Age-appropriate nutritional knowledge, including the relationship of nutrition and food nutrients to physical performance and body composition; patterns of growth and development as well as issues surrounding body image; the concept of control and prevention of disease; how environmental factors affect health; the benefits of healthy eating in the context of essential nutrients and nutritional deficiencies; the principles of healthy weight management; the use and misuse of dietary

ADMINISTRATION

supplements; the benefits of eating seasonally; the role of agriculture in their food choices and in our region, and cultural diversity related to food and eating;

- B. Age-appropriate nutrition-related skills, including gathering and analyzing health information; using social skills to promote health and safety; understanding how emotions influence decision making; analyzing health and safety information; developing a health and fitness plan and a monitoring system, learning to plan and prepare a healthy meal, understanding and using food labels, critically evaluating nutrition information, misinformation, and commercial food and advertising; learning safe food preparation, handling, and storage; and
- C. How to assess one's personal eating habits, set realistic goals for improvement, and achieve those goals.

Nutrition and Food Services Operation

In order to support the school's nutrition and food services operation as an essential partner in the educational mission of the district and its role in the district's comprehensive nutrition program, the superintendent is responsible for:

- A. Encouraging all students to participate in the school's child nutrition meal program.
- B. Providing varied and nutritious food choices consistent with the USDA Nutritional Guidelines for Americans.
- C. Providing adequate time and space to eat meals in a pleasant and safe environment. Schools shall ensure:
 1. Seating is not overcrowded;
 2. Rules for safe behavior are consistently enforced;
 3. Appropriate supervision is provided; and
 4. For recess held in conjunction with the lunch period, recess should be scheduled prior to the lunch period for elementary students.

Staff Development

Ongoing in-service and professional development training opportunities for staff in the area of food nutrition will be encouraged. Staff visits to regional farms, which grow school foods, is encouraged.

Family and Community Involvement

Research shows that students who participate in school meal programs have increased intakes of key essential nutrients at lunch and over a 24 hour period. In order to promote family and community involvement in supporting and reinforcing nutrition education in the schools, the school principal is responsible for ensuring that:

- A. Nutrition education materials and meal menus are made available to parents;
- B. Parents are provided with current information promoting their child's participation in the school meals program. If their children do not participate in the school meal program, parents are provided with information stressing the importance of sending their children to school with healthy snacks/meals;
- C. Families are invited to attend exhibitions of student nutrition projects or health fairs; and farm to school events.

ADMINISTRATION

- ~~D. Nutrition education curriculum includes homework that students can do with their families (e.g., reading and interpreting food labels, reading nutrition related newsletters, preparing healthy recipes, learning about harvest of the month programs, etc.);~~
- E. School staff are encouraged to participate in school garden related curriculum or to cooperate with other agencies and community groups to provide opportunities for student projects related to nutrition, as appropriate; and
- F. School staff consider the various cultural preferences in development of nutrition education programs school garden plantings, and food options.

Physical Education

Health and Fitness

It is the district's position that all students have equal and equitable opportunities for physical activity and fitness education in our schools. The superintendent is encouraged to review and consider implementing physical activity and fitness education program improvements. The goals of the district are:

- A. All children, from kindergarten through grade 12, will participate in a daily, quality, standards-based physical activity/fitness education program;
- B. All schools will have certificated physical education teachers providing instruction; and
- C. All schools will have appropriate class sizes, facilities, equipment, and supplies needed to deliver quality physical education consistent with national standards.

Schools shall require students in grades one through eight to engage in physical education averaging 100 instructional minutes per week and all high school students shall complete two credit(s) of health and fitness.

Access to school sites will be provided through permitting use of facilities to community youth sports groups consistent with the district's facilities use policy, community college and municipal joint use agreements and partnerships with youth organizations so additional opportunities are available for all youth in our communities regardless of income or ethnicity to participate in quality physical activity, fitness, sports and recreation programs.

Schools should identify safe and active routes to school and promote alternative methods for children to travel to and from school, such as walking and bicycle programs.

Schools shall prohibit the use of physical activity and withholding of physical education class and other forms of physical activity as punishment.

Family and Community Involvement

In order to promote family and community involvement in supporting and reinforcing physical education in the schools, the school principal is responsible for ensuring:

- A. Physical education activity ideas are sent home with students;
- B.A. Parents are encouraged to promote their child's participation in the school's physical education programs and after school activities;
- C.B. Families are invited to attend and participate in physical education activity programs and health fairs;
- ~~D.C. — Physical education curriculum includes homework that students can do with their families;~~

ADMINISTRATION

E.D. School staff consider the various cultural preferences in development of physical education programs; and

F.E. School staffs are encouraged to cooperate with other agencies and community groups to provide opportunities for students to participate in physical activity programs.

Advisory Committee

The District shall regularly convene the Healthier US Schools ChallengeWellness Policy advisory committee to assist in development of the district wide nutrition and physical fitness policy. The committee shall include food service director and staff, parents, building level administrators, school board members, students, nutritionists, health care professionals, physical education staff, the public and interested community organizations.

Program Evaluation

A. Nutrition:

In order to evaluate the effectiveness of the school health program in promoting healthy eating and to implement program changes as necessary to increase its effectiveness, the superintendent is responsible for evaluating and assessing whether the board policy and procedure are implemented, including a periodic assessment of the school meal program with input from students, parents and staff.

At the building level, principals will be responsible for monitoring and approving food-related fundraising and classroom activities to ensure such activities comply with district guidelines.

B. Health and Fitness Education:

District physical activity/health and fitness programs will be monitored and assessed regularly by the Healthier US Schools Challenge advisory committee in conjunction with other district academic and health-related programs using tools like the Physical Best Program, Healthy Kids Survey, CDC School Health Index or an OSPI approved assessment. Results of these surveys and assessments will be reported to the board, school sites, and made available to parents and community on an annual basis.

ADMINISTRATION

Date: 10.27.11;
6.14.12 Formerly:
Procedure 8230P

ADMINISTRATION

NUTRITION AND PHYSICAL FITNESS

Nutritional Content and Food Service Operations

The following guidelines shall be in effect:

- A. Only food or beverages that meet the minimal nutritional values, as defined by the USDA Child Nutrition Standards (see appendix one) may be sold or served during the school day.
- B. Vending and non-vending sales of candy to students will not be permitted on school grounds at any time during the school day. Candy is defined as any item that has added sugar, or that has 35% or more of its total weight composed of sugar, including brown sugar, corn sweetener, corn syrup, fructose, glucose [dextrose], high-fructose corn syrup, honey, invert sugar, lactose, maltose, molasses, raw sugar, table sugar [sucrose], or syrup.
- C. Foods sold or served in school should assist students to comply with the Dietary Guidelines for Americans, by providing a variety of whole grains, fruits, vegetables, foods low in saturated fat, trans fat free, low in cholesterol, sugars and salt as defined in Wellness Policy 6700.
- D. Food that is sold must meet the Chelan-Douglas Health department's standards in regard to sanitation, storage, preparation and serving.
- E. Students and staff will have access to safe, fresh drinking water throughout the school day. Bottled water should be made available for purchase by staff and students.
- F. School staff should promote non-food alternatives as student rewards.
- G. Any student may eat in the school cafeteria or other place designated by the building principal.
- H. Meal prices will be established by the superintendent and food service director, with the approval of the board prior to the beginning of each school year.
- I. Healthy option foods should be competitively priced.
- J. Meal prices will be posted in each cafeteria or designated meal area and on the WSD website.

Nutrition Education

Nutrition education at all levels of the district's integrated curriculum should include, but not be limited to, the following essential components designed to help students learn:

- A. Age-appropriate nutritional knowledge, including the relationship of nutrition and food nutrients to physical performance and body composition; patterns of growth and development as well as issues surrounding body image; the concept of control and prevention of disease; how environmental factors affect health; the benefits of healthy eating in the context of essential nutrients and nutritional deficiencies; the principles of healthy weight management; the use and misuse of dietary supplements; the benefits of eating seasonally; the role of agriculture in their food choices and in our region, and cultural diversity related to food and eating;
- B. Age-appropriate nutrition-related skills, including gathering and analyzing health information; using social skills to promote health and safety; understanding how emotions influence decision making; analyzing health and safety information; developing a health and fitness plan and a monitoring system, learning to plan and prepare a healthy meal, understanding and using food labels, critically evaluating nutrition information, misinformation, and commercial food and advertising; learning safe food preparation, handling, and storage; and

ADMINISTRATION

- C. How to assess one's personal eating habits, set realistic goals for improvement, and achieve those goals.

Nutrition and Food Services Operation

In order to support the school's nutrition and food services operation as an essential partner in the educational mission of the district and its role in the district's comprehensive nutrition program, the superintendent is responsible for:

- A. Encouraging all students to participate in the school's child nutrition meal program.
- B. Providing varied and nutritious food choices consistent with the USDA Dietary Guideline for Americans.
- C. Providing adequate time and space to eat meals in a pleasant and safe environment. Schools shall ensure:
 - 1. Seating is not overcrowded;
 - 2. Rules for safe behavior are consistently enforced;
 - 3. Appropriate supervision is provided; and
 - 4. For recess held in conjunction with the lunch period, recess should be scheduled prior to the lunch period for elementary students.

Staff Development

Ongoing in-service and professional development training opportunities for staff in the area of food nutrition will be encouraged. Staff visits to regional farms, which grow school foods, is encouraged.

Family and Community Involvement

Research shows that students who participate in school meal programs have increased intakes of key essential nutrients at lunch and over a 24 hour period. In order to promote family and community involvement in supporting and reinforcing nutrition education in the schools, the school principal is responsible for ensuring that:

- A. Nutrition education materials and meal menus are made available to parents;
- B. Parents are provided with current information promoting their child's participation in the school meals program. If their children do not participate in the school meal program, parents are provided with information stressing the importance of sending their children to school with healthy snacks/meals;
- C. Families are invited to attend exhibitions of student nutrition projects or health fairs; and farm to school.
- D. School staff are encouraged to participate in school garden related curriculum or to cooperate with other agencies and community groups to provide opportunities for student projects related to nutrition, as appropriate; and
- E. School staff considers the various cultural preferences in development of nutrition education programs school garden plantings, and food options.

ADMINISTRATION

Physical Education

Health and Fitness

It is the district's position that all students have equal and equitable opportunities for physical activity and fitness education in our schools. The superintendent is encouraged to review and consider implementing physical activity and fitness education program improvements. The goals of the district are:

- A. All children, from kindergarten through grade 12, will participate in a daily, quality, standards-based physical activity/fitness education program;
- B. All schools will have certificated physical education teachers providing instruction; and
- C. All schools will have appropriate class sizes, facilities, equipment, and supplies needed to deliver quality physical education consistent with national standards.

Schools shall require students in grades one through eight to engage in physical education averaging 100 instructional minutes per week and all high school students shall complete two credit(s) of health and fitness.

Access to school sites will be provided through permitting use of facilities to community youth sports groups consistent with the district's facilities use policy, community college and municipal joint use agreements and partnerships with youth organizations so additional opportunities are available for all youth in our communities regardless of income or ethnicity to participate in quality physical activity, fitness, sports and recreation programs.

Schools should identify safe and active routes to school and promote alternative methods for children to travel to and from school, such as walking and bicycle programs.

Schools shall prohibit the use of physical activity and withholding of physical education class and other forms of physical activity as punishment.

Family and Community Involvement

In order to promote family and community involvement in supporting and reinforcing physical education in the schools, the school principal is responsible for ensuring:

- A. Physical education activity ideas are sent home with students;
- B. Parents are encouraged to promote their child's participation in the school's physical education programs and after school activities;
- C. Families are invited to attend and participate in physical education activity programs and health fairs;
- D. School staff consider the various cultural preferences in development of physical education programs; and
- E. School staffs are encouraged to cooperate with other agencies and community groups to provide opportunities for students to participate in physical activity programs.

Wellness Policy Advisory Committee

The District shall regularly convene the Wellness Policy Advisory Committee to assist in development of the district wide nutrition and physical fitness policy. The committee shall include food service director and staff, parents, building level administrators, school board members, students, nutritionists, health care professionals, physical education staff, the public and interested community organizations.

ADMINISTRATION

Program Evaluation

A. Nutrition:

In order to evaluate the effectiveness of the school health program in promoting healthy eating and to implement program changes as necessary to increase its effectiveness, the superintendent is responsible for evaluating and assessing whether the board policy and procedure are implemented, including a periodic assessment of the school meal program with input from students, parents and staff.

At the building level, principals will be responsible for monitoring and approving food-related fundraising and classroom activities to ensure such activities comply with district guidelines.

B. Health and Fitness Education:

District physical activity/health and fitness programs will be monitored and assessed regularly by the Wellness Policy Advisory Committee in conjunction with other district academic and health-related programs using tools like the Physical Best Program, Healthy Kids Survey, CDC School Health Index or an OSPI approved assessment. Results of these surveys and assessments will be reported to the board, school sites, and made available to parents and community on an annual basis.

Date: 10.27.11; 6.14.12
Formerly: Procedure 8230P



TO: Board of Directors
FROM: Lisa Turner
RE: Salary Schedule Approvals
DATE: June 14, 2016

Per our negotiated agreement with the principal group, they are to receive the state flow through salary increase for 2016 – 2017, which is 1.8%.

We are recommending the state flow through of 1.8% to our non-represented groups, which include our district administrators, operational directors, assistant directors and HR/Payroll staff.

We are seeking your approval of the attached salary schedules all representing a 1.8% salary increase for 2016- 2017.

**Principals and Certificated Directors
2016 - 2017 - July 1, 2016**

| | Contract | | | | | Appendix A |
|---|----------|----------------------|-----------------------|------------------------|-----------------------|----------------------|
| | Days | Step I | Step II | Step III | Step IV | Step V |
| <u>Principals</u> | | | | | | |
| WHS Principal | 222 | \$113,860 | \$117,223 | \$120,588 | \$121,934 | \$129,281 |
| Supplemental Contract Days | 12 | \$6,155 | \$6,336 | \$6,518 | \$6,591 | \$6,988 |
| Middle School Principal | 222 | \$107,924 | \$111,313 | \$114,701 | \$116,061 | \$121,789 |
| Supplemental Contract Days | 10 | \$4,861 | \$5,014 | \$5,167 | \$5,228 | \$5,486 |
| HS Associate Principal | 220 | \$106,456 | \$109,650 | \$116,328 | \$116,328 | \$119,818 |
| Supplemental Contract Days | 12 | \$5,807 | \$5,981 | \$6,345 | \$6,345 | \$6,536 |
| WSHS Principal | 217 | \$104,135 | \$107,588 | \$111,040 | \$112,419 | \$117,539 |
| Supplemental Contract Days | 8 | \$3,839 | \$3,966 | \$4,094 | \$4,144 | \$4,333 |
| Elementary Principal | 214 | \$102,669 | \$106,112 | \$109,564 | \$110,944 | \$115,759 |
| Supplemental Contract Days | 8 | \$3,838 | \$3,967 | \$4,096 | \$4,147 | \$4,327 |
| HS Assistant Principal | 217 | \$103,356 | \$106,426 | \$109,497 | \$112,567 | \$115,637 |
| Supplemental Contract Days | 10 | \$4,763 | \$4,904 | \$5,046 | \$5,187 | \$5,329 |
| MS Assistant Principal | 214 | \$98,386 | \$101,526 | \$104,665 | \$107,805 | \$110,944 |
| Supplemental Contract Days | 10 | \$4,597 | \$4,744 | \$4,891 | \$5,038 | \$5,184 |
| Elementary Assistant Principal | 200 | \$81,786 | \$84,240 | \$86,767 | \$89,370 | \$92,051 |
| Supplemental Contract Days | 8 | \$3,271 | \$3,370 | \$3,471 | \$3,575 | \$3,682 |
| <u>Certificated Directors & Assitants</u> | | | | | | |
| | | <u>Step I</u> | <u>Step II</u> | <u>Step III</u> | <u>Step IV</u> | <u>Step V</u> |
| Special Education Director | 214 | \$101,061 | \$105,349 | \$109,637 | \$113,926 | \$118,214 |
| Director of State & Federal Programs | | | | | | |
| Supplemental Contract Days | 8 | \$3,778 | \$3,938 | \$4,099 | \$4,259 | \$4,419 |
| Career & Tech. Ed Skills Center Director | 214 | \$100,720 | \$104,090 | \$107,470 | \$108,820 | \$115,677 |
| Supplemental Contract Days | 8 | \$3,765 | \$3,891 | \$4,018 | \$4,068 | \$4,324 |
| Director of Curriculum and Instruction | 214 | \$102,669 | \$106,112 | \$109,564 | \$110,944 | \$115,759 |
| Supplemental Contract Days | 8 | \$3,838 | \$3,967 | \$4,096 | \$4,147 | \$4,327 |
| Dean of Students | 214 | \$99,664 | \$102,998 | \$106,337 | \$107,671 | \$114,501 |
| Supplemental Contract Days | 10 | \$4,657 | \$4,813 | \$4,969 | \$5,031 | \$5,350 |
| Athletic Director | 214 | \$99,664 | \$102,998 | \$106,337 | \$107,671 | \$114,501 |
| Supplemental Contract Days | 12 | \$5,589 | \$5,776 | \$5,963 | \$6,038 | \$6,421 |
| Director of Instructional Tech. & Assessmen | 214 | \$97,714 | \$100,975 | \$104,242 | \$105,546 | \$110,944 |
| Supplemental Contract Days | 8 | \$3,653 | \$3,775 | \$3,897 | \$3,946 | \$4,147 |
| Asst. Director, Special Ed. Valley Academy Program Administrator | 214 | \$91,344 | \$94,725 | \$98,105 | \$99,453 | \$105,168 |
| Asst. Director, Special Programs | | | | | | |
| Supplemental Contract Days | 8 | \$3,415 | \$3,541 | \$3,667 | \$3,718 | \$3,931 |
| Asst. Director of PBIS Supplemental Days | 4 | \$1,707 | \$1,771 | \$1,834 | \$1,859 | \$1,966 |

Doctorate Degree Stipend: 3.6% of Employee's Base Salary
Board Approved June 14-2016

1.8% state flowthrough

**Classified Directors
2016 - 2017 Salary Schedule
July 1, 2016 - June 30, 2017**

| Position Title | Days | Step I | Step II | Step III | Step IV | Step V | Step VI |
|--|-------------|---------------|----------------|-----------------|----------------|---------------|----------------|
| Director of Operational Tech | 260 | \$83,140 | \$88,071 | \$93,003 | \$97,934 | \$102,866 | \$107,798 |
| Supplemental Days | 6 | \$2,257 | \$2,391 | \$2,525 | \$2,659 | \$2,793 | \$2,927 |
| Director of Accounting | 260 | \$73,345 | \$78,044 | \$82,742 | \$87,442 | \$92,141 | \$96,840 |
| Director of Payroll | | | | | | | |
| Director of Human Resources | | | | | | | |
| Director of District Risk Management and Safety | | | | | | | |
| Supplemental Days | 6 | \$1,991 | \$2,119 | \$2,246 | \$2,374 | \$2,502 | \$2,629 |
| Director of M&O | 260 | \$67,028 | \$70,326 | \$73,622 | \$76,919 | \$80,216 | \$83,513 |
| Director of Facilities & Capital Projects | | | | | | | |
| Supplemental Days | 6 | \$1,820 | \$1,909 | \$1,999 | \$2,088 | \$2,178 | \$2,267 |
| Superintendent's Exec Secretary | 260 | \$57,570 | \$61,054 | \$64,538 | \$68,022 | \$71,506 | \$74,989 |
| Supplemental Days | 6 | \$1,563 | \$1,658 | \$1,752 | \$1,847 | \$1,941 | \$2,036 |

September 1, 2015 - August 31, 2016 - Contract

| Position Title | Days | Step I | Step II | Step III | Step IV | Step V | Step VI |
|-----------------------------------|-------------|---------------|----------------|-----------------|----------------|---------------|----------------|
| Director of Transportation | 221 | \$67,028 | \$70,326 | \$73,622 | \$76,919 | \$80,216 | \$83,513 |
| Director of Food Service | | | | | | | |
| Supplemental Days | 6 | \$1,820 | \$1,909 | \$1,999 | \$2,088 | \$2,178 | \$2,267 |

Board Approved June 14-2016

1.8% state flow through

**2016 - 2017 Administrative Salaries
July 1, 2016**

| | Days | Step I | Step II | Step III |
|---------------------------------------|------|-----------|-------------------|-----------|
| Deputy Superintendent | 260 | \$136,094 | \$142,417 | \$148,739 |
| Supplemental Contract | 20 | \$12,900 | \$13,499 | \$14,099 |
| Assistant Superintendents: | | | | |
| Chief Financial Officer | 260 | \$131,823 | \$133,392 | \$136,094 |
| Learning & Teaching | | | | |
| Supplemental Contract | 20 | \$12,495 | \$12,644 | \$12,900 |
| Executive Directors: | | | | |
| Exec. Dir. Human Resources | 260 | \$127,700 | \$129,216 | \$131,823 |
| Exec. Dir. of Student Services | | | | |
| Supplemental Contract | 20 | \$12,104 | \$12,248 | \$12,495 |
| MBA/CPA and Doctorate | | | | |
| 1.8% of base for MBA or CPA | | \$2,450 | \$2,563 | \$2,677 |
| | | \$2,373 | \$2,401 | \$2,450 |
| | | \$2,299 | \$2,326 | \$2,373 |
| 3.6% of base for Doctorate | | \$4,899 | \$5,127 | \$5,355 |
| | | \$4,746 | \$4,802 | \$4,899 |
| | | \$4,597 | \$4,652 | \$4,746 |
| Board Approved June 14-2016 | | | 1.8% flow through | |

**Classified Assistant Directors and Coordinators/Specialist
2016 - 2017**

| | Days | Step I | Step II | Step III | Step IV | Step V | Step VI |
|--|-------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Wenatchee Learns Coordinator Information Process Coordinator Systems Administrator Benefits Coordinator Assist. Director of M&O | 260 | \$57,958 | \$59,987 | \$62,086 | \$64,259 | \$66,508 | \$68,836 |
| Accounting Coordinator WL Volunteer & Parent Involvement Coordinator | 260 214 | \$45,681 | \$47,592 | \$49,582 | \$51,654 | \$53,814 | \$56,064 |
| Assessment Coordinator | 214 | \$45,229 | \$46,132 | \$47,055 | \$47,996 | \$48,956 | \$49,935 |
| Assistant Athletic Director | 214 | \$40,824 | \$41,705 | \$42,601 | \$43,524 | \$44,463 | \$45,423 |
| Non-Exempt - Hourly Positions | | | | | | | |
| Early Learning Supervisor - 4 hours a day | 191 | \$18,312 \$23.97 | \$18,678 \$24.45 | \$19,051 \$24.94 | \$19,432 \$25.43 | \$19,820 \$25.94 | \$20,218 \$26.46 |

Board Approved June 14-2016

State Flow-through 1.8%

ADMINISTRATION

EVALUATION OF THE SUPERINTENDENT

The board shall establish evaluative criteria and shall be responsible for evaluating the performance of the superintendent as provided by statute.

The superintendent shall have the opportunity for confidential conferences with the board members during each school year, the purpose of which shall be the aiding of the superintendent in his/her performance. The board, on the basis of the evaluation, may renew and/or extend the superintendent's contract for periods not to exceed three years.

Legal References: RCW 28A.405.100 Minimum criteria for the evaluation of
certificated employees, including
administrators--Procedure--Scope--
penalty

Adoption Date: November 28, 1994
Wenatchee School District