



**WSD Board Meeting**  
**August 09<sup>th</sup>, 2016**  
**WSD District Office**  
**Agenda**

**6:00 PM**

<b>I. PLEDGE OF ALLEGIANCE</b>	<b>TIME</b>
<b>II. CONSENT AGENDA:</b>	<b>02 Min</b>
Minutes: Regular Board Mtg. 7/12/16 & Workshop 5/20/16	Action 1+
Personnel Report	Action 2+
Vouchers/Payroll	Action 3+
Contracts	Action 4+
2016-17 WIAA Resolution	Action 5+
<b>III. CITIZENS COMMENTS:</b>	<b>03 Min</b>
<b>IV. OLD BUSINESS:</b>	<b>60 Min</b>
Wellness Policy # 6700 2 <sup>nd</sup> Reading	Action 15 min
Kent Getzin, Food Service Director	
Health Clinic Update	Information 45 min
Tim Sheppard, Principal Lincoln Elementary	
<b>V. FACILITIES UPDATES:</b>	<b>30 Min</b>
1. LIN CIP – Lydig Change Order	Action 05 min
2. Easement Letter from Chelan County PUD regarding WHS	Action 05 min
3. Easement Letter from Chelan County PUD regarding WSHS	Action 05 min
4. Rec Park Amendment to Contract	Action 05 min
5. LIN – CIP Nelson Geotechnical	Action 05 min
6. WES – CIP Nelson Geotechnical	Action 05 min
David Zeitlin, Senior Project Manager, Hill International	
Gregg Herkenrath, Facilities Director	
<b>VI. NEW BUSINESS</b>	<b>40 Min</b>
PSE Transportation Contract 2016-19	Action 05 min
Heather Crail, HR Director	
3000 Series Policy & Procedure Update	Information 20 min
Mark Helm, Exec. Dir. Student Support Services	
Danielle Marchant, WSD Legal Counsel	
5000 Series Policy Updates:	Information 15 min
Policy 5222 – 1 <sup>st</sup> Reading	
Policy 5202 – 1 <sup>st</sup> Reading	
Policy 5253 – 1 <sup>st</sup> Reading	
Procedure 5202P	
Procedure 5253P	
Lisa Turner, Executive Director of Human Resource	
<b>VII. BOARD COMMUNICATION</b>	<b>05 Min</b>
<b>VIII. SUPERINTENDENT’S REPORT</b>	<b>05 Min</b>
School Board Planning Calendar	
<b>IX. ADJOURNMENT</b>	

SEE REVERSE SIDE



# CONSENT AGENDA

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# Wenatchee School District Regular Board Meeting

Minutes of July 12<sup>th</sup>, 2016  
WSD District Office

Board Members	6:00 PM	Staff Present
Jennifer Talbot, President Robert Sealby V.P. Laura R. Jaecks Walter Newman Claudia De Robles (Excused Absence)		Brian Fiones, Superintendent Cabinet

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

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

**II. Consent Agenda**

**MOTION MADE:** Robert Sealby made the motion to approve the consent agenda.  
**SECONDED:** By Walter Newman  
**DISCUSSION:** None  
**PASSED UNANIMOUSLY**

**1) Minutes**

**Consent Agenda included:**

**2) Personnel Report**

**MINUTES:** Minutes of Regular Bd. Mtg. 6/14/16

**3) Vouchers/Payroll**

**PERSONNEL REPORT PREPARED BY:** Lisa Turner, HR Director: 7/12/2016  
personnel report: On File

**VOUCHERS PREPARED BY:**  
Karen Walters, Director of Accounting: 7/12/16  
**General Fund**  
Check numbers 584964 through 585102 totaling \$123,342.61

**Capital Projects Fund**  
Check number 585103 through 585122 totaling \$2,384,451.96

**Associated Student Body Fund**  
Check number 585123 through 585144 totaling \$15,563.08

**PAYROLL:** Tammy Hubensack, Director of Payroll:  
\$6,235,503.39 for the month of June 2016.

**4) Surplus Report**

**SURPLUS REPORT:** 7/12 /16 on file

**5) Contracts**

**CONTRACTS:** Karen Walters, Director of Accounting - 7/12/16

Date	New or Renewal or Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
06/30/16	New	Yes	JA Finance / SOAR-NLA Central WA University	MOA for class offered at FMS	SOAR-NLA covers cost	2016-2017 School Year	Mark Goveia	Yes	No
					Budget Code N/A				
06/22/16	Renewal	No	NCESD	Cooperative Membership	\$2,000	2016-2017 School Year	Lisa Turner	Yes	Yes
					Budget Code 9700-14-7000-000-3020				
06/17/16	Renewal	No	USA Football	Required Football Training	\$10 per coach	High & Middle School Football Season	Jim Beeson	Yes	Yes
					Budget Code 0100 28 7000 000				
06/13/16	Renewal	No	Tall Timber	FMS 6th Grade Outdoor Education Camp	\$7,200	2016-2017 School Year	Mark Goveia	Yes	Yes
					Budget Code 0110 27 5700 212 1060				
05/25/16	New	No	CWU Spec Ed Tech	6 hours Technical Assistance	\$1,200	March 2016 - June 2016	Trisha Craig	Yes	Yes
					Budget Code 2100 27 7000 000				
06/07/16	Renewal	No	NCESD	Math Leadership Alliance Membership	\$13,500	2016-2017 School Year	Nancy Duffey	Yes	Yes
					Budget Code 5500 31 7000 000				

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?
06/07/16	Renewal	No	Central WA University	Field Experience	N/A	2016-2017 School Year	Lisa Turner	Yes	Yes
					<b>Budget Code</b>				
					N/A				
06/14/16	New	No	Montana State University	WHS Mariachi Performance	\$4,390	9/27-28/2016	Ramon Rivera/Ricardo Iniguez	Yes	Yes
					<b>Budget Code</b>				
					402-4458				
06/24/16	New	No	Wenatchee Chamber of Commerce	Business Summit Facilitation	\$13,500	7/10/16 - 3/2017	Dennis Conger	Yes	Yes
					<b>Budget Code</b>				
					Perkins Grant				
06/11/16	Renewal	No	AVID	Avid Site License	\$16,856	7/1/16 - 6/30/17	Danielle Schafer-Cloke	Yes	Yes
					<b>Budget Code</b>				
					7911 27 5050 000				

**5) Additional Consent Agenda Items**

- **215 Perkins (Five-Year) Application Plan (District Package) Fiscal Year: 2016-17**  
District: Wenatchee School District 246  
ESD: North Central Education Service District 171
- **Walk-On Personnel Employee Action to hire Kofi Kisseh as the new Director of Transportation**

**III. Citizens Comments**

Jon Wyss, legislature candidate, introduced himself and thanked the board for all they do for students and schools. He shared that he was attending the board meeting to familiarize himself with the school district and the challenges and issues they face, he said he is here to learn. He also shared that he has educators in his family and appreciates the hard work it takes to be in the educational field. He thanked the board for allowing him to be here.

**VII. Facility Updates**

David Zeitlin, Senior Project Manager, Hill International & Gregg Herkenrath, WSD Director Of Facilities presented the following 9 items to the board.

**1. WES - WLK CO 005 (Washington Elem. change order to WLK contract)**

This Change Order No. 5 has twenty-seven (27) changes. Twenty-four (24) are additive costs to the contract and three (3) are deductive costs to the contract. See the architect's narrative attached herewith.

**SITUATION**

Change Order No.5 is attached for your review. The change order includes twenty-seven (27) changes to the construction contract for the Washington Elementary School Construction project. Twenty (20) of the changes are due to construction related coordination activities; four (4) were owner requested items; three (3) were requested by the City Inspector. Twenty-four (24) changes are additive and three (3) changes are deductive cost changes to the construction contract.

The cost of the changes from Change Order No.5 is within the budget established for this project. The total for change orders to date is 1.6% of the construction contract amount.

Original Construction Contract Amount \$24,071,602.03

Current Change Order  
Change Order No 5 \$100,344.00

Total Change Orders  
Change Order 1 thru 5 \$384,075.00  
Contract Amount including this Change Order \$24,455,677.03

**RECOMMENDATION**

The Board of Directors approves Change Order No. 5 to WLK Joint Venture, Inc. for the Washington Elementary School Construction Project in the amount of \$100,344.00 increasing the contract amount to \$24,455,677.03.

**MOTION MADE:** Laura R. Jaecks made the motion to approve WES - WLK CO 005 (Washington Elem. change order to WLK contract) as presented by David Zeitlin, Senior Project Manager, Hill International & Gregg Herkenrath, Facilities Director.

**DISCUSSION:** None

**SECONDED:** By Robert Sealby

**PASSED Unanimously**

Discussion Points:

- Change orders are winding down in number
- Soil mediation is still taking place in areas around demolition
- Schedule is on-time, with a few bumps, but not changing the timeline
- Officially the 15<sup>th</sup> of August ready for move-in, teachers in on the 20<sup>th</sup>
- City Inspector will inspect and approve
- Busses will enter and leave off Washington St.

- Contingency plan at Lutheran Church across the street for parking
- Flooring at Pioneer discussion, challenges and solutions – drainage issues
  - Non-slip concrete will be used
  - Moving forward to fix it when students are not there

**2. ECLC - WLK CO 004 ECLC - change order to WLK contract:**

This Change Order No. 4 has three (3) changes that are additive costs to the contract.

**SITUATION**

Change Order No.4 is attached for your review. The change order includes three (3) owner requested changes to the construction contract for the Castle Rock Learning Center Modernization project. The three (3) changes are additive cost changes to the construction contract.

The cost of the changes from Change Order No.4 is within the budget established for this project. The total for change orders to date is 3.42% of the construction contract amount.

<u>Original Construction Contract Amount</u>	\$4,664,835.84
<u>Current Change Order</u>	
Change Order No 4	\$26,345.00
Total Change Orders	
Change Order 1 thru 4	
<u>Contract Amount including this Change Order</u>	\$159,346.00

**RECOMMENDATION:**

To approve Change Order No.4 to WLK Joint Venture, Inc. for the Castle Rock Learning Center Modernization Project in the amount of \$26,345.00 increasing the contract amount to \$4,824,181.84.

**MOTION MADE:** Robert Sealby made the motion to approve Change Order No.4 to WLK Joint Venture, Inc. for the Castle Rock Learning Center Modernization Project as presented by David Zeitlin, Senior Project Manager, Hill International & Gregg Herkenrath, Facilities Director.

**DISCUSSION:** None

**SECONDED:** Laura R. Jaecks

**PASSED Unanimously**

- Update on Castle Rock: 60% done last summer, we anticipate being on time, we are getting a lot flushed out.

**3. WPD Interlocal Agreement (Wenatchee Police Dept. training at WSD vacant properties)**

Interlocal Agreement was requested by WSD for the use of Wenatchee Police Department Training within WSD vacant (surplus) properties per approved resolutions 03-15 and 27-16) already declared surplus and authorized for demolition. WSD legal counsel drafted the agreement. This is the same as the agreement made with the Chelan Co. Fire Department  
Brief discussion and Mr. Herkenrath asked for approval.

**MOTION MADE:** Laura R. Jaecks made the motion to approve WPD Interlocal Agreement (Wenatchee Police Dept. training at WSD vacant properties) as presented by Gregg Herkenrath, Facilities Director.

**DISCUSSION:** None

**SECONDED:** By Walter Newman

**PASSED Unanimously**

**4. Hill Amendment #3 - adding Portable 2016 moves to contract:**

Per Hill Amendment #3 dated June 8, 2016 and in accordance with the existing agreement between WSD and Hill dated August 15, 2013, the amended scope of work includes adding the 2016 portable move to this agreement. This work is from April 14, 2016 thru November 25, 2016.

Hill International, Inc. is pleased to present our proposal to provide professional project management and construction management services for the 2016 portable moves.

Hill services to include management of the design phase and construction phase of the portable moves from Washington Elementary School and Lincoln Elementary School to Wenatchee High School, West Side High School and Columbia Middle School.

Labor	NTE	\$39,869.00
Reimbursable Expenses	NTE	\$2,500.00
	Total Proposed Fee	\$42,369.00

Proposed Schedule:

At the request of the School District work began on April 14, 2016 with the design phase and the construction phase is expected to be completed by November 25, 2016.

**MOTION MADE:** Walter Newman made the motion to approve the Hill Amendment #3 - adding Portable 2016 moves to contract as presented by Gregg Herkenrath, Facilities Director.

**DISCUSSION:** None

**SECONDED:** By Robert Sealby

**PASSED Unanimously**

**5. Hill Amendment #4 - adding additional construction services to contract:**

Per Hill Amendment #4 dated June 16, 2016 and in accordance with the existing agreement between WSD and Hill dated August 15, 2013, the amended scope of work includes adding additional services for construction management services. The following letter was presented to the board from David Zeitlin, Senior Program & Project Manager.

Subject: School Capital Improvement Program  
Wenatchee School District No. 246  
Additional Services for Construction Management Services

Hill International, Inc., as the program and construction manager for Wenatchee School District, has worked diligently to provide a high level of professional management services commiserate with what is required by the School District to manage the Capital Improvement Program. Our original fee proposal assumed a level of involvement based on initial conversations with the district. We have since geared our involvement to that level of service required to meet the demands of the five projects and the requests of the district. The design and construction process has not always been linear or prescriptive, and Hill has worked to resolve many challenging situations with the district, architects and contractors to keep the program on budget and on schedule. In the process of representing the District on many unforeseen situations we have expended our original budget on the Lincoln Elementary School and Castle Rock Early Learning Center projects. In addition we have approximately 4 months of fee left on the Washington Elementary project. We are therefore presenting this additional services request for your review and approval. This additional services proposal covers Hill's continued effort to provide professional project and construction management services for Wenatchee School Capital Improvement Project through January 2017 at the level expected by the District.

As an overview several factors have contributed to the need for this request of additional services. Hill expended additional time assisting the district with several management tasks not foreseen in the original scope of work. Some of the tasks we completed and services we provided include development, training, guidance and advice on contracts; CIP accounting; project document management; furniture procurement; staff moves; audit support; and increased services at the sports facility, managing the Apple Bowl design and construction and advising on the renovation of Recreation Park, the Health portable at Lincoln and the snow melt system at Washington Elementary.

During the course of the projects there have been several occasions where Hill's staff has expended additional effort in managing the CIP projects. Both the Lincoln and Washington projects had major issues in the first several months of construction which required the Hill management team to expend considerably more time than anticipated to oversee the contractors; scrutinize their work was proceeding on schedule; verify contractual paper work was being provided; and the field supervision of the subcontractors was adequately managed. For example early in the Lincoln project the Hill manager recognized that the General Contractor's project manager and site Superintendent were falling behind with managing the changes to the contract and daily site supervision. The Hill team stepped in to closely monitor the general contractor's daily activities. When the contractor's field team proved to be inadequate Hill Management brought this to the attention of both the District and Lydig Construction senior management and as a result of our efforts Lydig replaced their field management team with more accountable and proactive personnel. Hill staff spent considerable time above and beyond what was originally scoped working with the contractor through the various issues created by their first management team. The result of this effort is the project remains on schedule.

WLK required more maintenance and supervision on both the Washington Elementary School and Castle Rock learning Center projects on the part of our Hill construction manager than what is considered normal for a GC/CM project. The contractor did not adequately staff their field team to carry out all the management tasks required by the contract. This caused the Hill construction manager to spend considerably more time overseeing the contractor's management team to verify the contractor is staying on schedule, providing change management documentation, and submitting complete and accurate submittals for review and approval, overall progress and daily management.

For Castle Rock Learning Center project Hill spent a considerable amount of time overseeing the contractor during the summer of 2015 to ensure the project was opened on time for the September start of school. Hill managed the resolution of many issues that arose requiring the course of the summer construction. Our management team also supervised the move in of the teachers, which was not anticipated in our scope of work.

Also at both the Lincoln Elementary and Washington Elementary projects unsuitable and contaminated soil was encountered, an occurrence that was not planned for previously. Hill worked with the district, environmental consultant and contractors to find a safe and cost effective solution to dealing with the soil without delaying the project schedules.

These are just some of the examples where Hill's management team provided leadership and direction to keep the projects moving forward in a timely manner. In order to continue this level of service we request an increase in the Hill budget of \$261,000 plus reimbursable expenses, which will be assigned to three of the projects as follows:

<b>CAPITAL IMPROVEMENT PROJECT</b>	<b>LABOR</b>
Lincoln ES	\$151,000.00
Washington ES	\$53,000.00
CRLC	\$57,000.00
<b>Additional Services</b>	<b>\$261,000</b>

A typical management fee runs between 1 and 3 percent of the project value. The Hill original fee was based on a \$66.5 million dollar or 1.5%. During the course of design the overall program budget expanded to \$77.4 million dollars, a 16% increase in the program. The fee with the requested amendment is well within industry standards

at 1.71%.

In addition for the past two years we have not been billing for Hill staff travel time to and from the job sites. This is not a contractual matter but was done in good faith on our part at the request of the former facility director. This is essentially donated time to the District. I respectfully request that we be allowed to change this policy and bill for the time our staff spends traveling to Wenatchee for project related meetings. This would relate only to our time going forward from the date of this proposal, and not for any past time. This equates to 80 trips from June 2016 to January 2017 between our three project and construction managers. David Zeitlin averages two trips per month at 4 hours of travel time per trip; Patrick McCord and Todd Smith each travel to Wenatchee once weekly at a round trip time of 6 hours each per trip. The budgeted amount for the trips going forward is \$52,000 and is included in the proposal above.

For the past two years we have enjoyed a great working relationship with the school district and look forward to providing you with the same high level of service.

Discussion points:

- The board thanked Mr. Zeitlin for the detailed letter
- Based on level of service needed – additional costs
  - Design & Construction
  - More time in guidance
  - Developing contracts
  - Overseeing construction
- Lincoln project very difficult to wrap-up
  - Good contractor, but people not strong
  - Two people were asked to leave – Field Management Team replaced
  - Contractor very embarrassed about the situation
  - Brought in the best to continue the job
- Other contractor on the project, owner is project manager
  - More involvement by Hill International to manager paperwork, etc.
  - We asked for full or part-time project manager
  - They are merging with another company, currently understaffed
  - Three months to change personnel
  - Dealing with soil issue
- 1-3% fee in management – well within the norm for the job
  - Unusual to not be able to charge for travel
  - Asking to go forward to bill for these expenses
  - In early days of projects asked to help with tasks due to inexperienced staff, not knowing how to buy furniture for the new buildings, a lot of time was taken up with those kinds of tasks.
- The board asked why the contractor isn't responsible for some of these expenses since they were due to the contractor's management problems. Mr. Zeitlin explained the unique relationship between the contractors and the WSD Project Manager. The main job of Hill International is to keep the job on budget and on time. The board thanked Mr. Zeitlin for doing a good job of that for WSD.
- Mr. Zeitlin offered to have a senior person from the construction company come and explain the added costs.
- After much discussion it was decided that Mr. Zeitlin would have the initial conversation and write a letter detailing costs and ask the contractor what contribution and responsibility they will take on.

**MOTION MADE:** Robert Sealby made the motion to approve the Hill Amendment #4 - adding additional construction services to contract as presented by David Zeitlin, Hill International Senior Program & Project Manager.

**DISCUSSION:** None

**SECONDED:** By Walter Newman

**PASSED Unanimously**

**6) Grace Lutheran Church Amendment #1 - additional use of parking lot:**

Modification #1 to lease between WSD and GLC for the rental of 62 parking spaces during construction. This modification also allows for summer school students to be picked up and dropped off by WSD bus transportation to Columbia Elementary due to construction at Washington Elementary. The payment would be 1/2 payment in August \$558.00 and a full month payment in September \$1,116.00 if needed. The staff parking lot could be done at Washington Elementary in August which would not entail a payment for September to GLC.

- There is a contingency plan if parking lot is not finished.
- We will maintain the lot for them and re-stripe the parking spaces
- They are very agreeable

**MOTION MADE:** Walter Newman made the motion to approve the Grace Lutheran Church Amendment #1 - additional use of parking lot as presented by Facilities Director, Gregg Herkenrath.

**DISCUSSION:** None

**SECONDED:** By Robert Sealby

**PASSED Unanimously**



**7. Fulcrum Environmental - Soil Sampling at location of new portables**

Complete soil sampling and analysis for lead and arsenic in site soils associated with placement of portable classrooms at three schools: Columbia Elementary, Wenatchee High School and Westside High School.

Columbia Elementary School: Previous investigation by the Washington State Department of Ecology (Ecology) found low levels of arsenic in soils at Columbia Elementary School.

Wenatchee High School: Ecology also reportedly tested soils at Wenatchee High School but Ecology has been unable to provide any results of the testing.

West Side High School: Ecology's currently identifies a site as "West Side High School"; however, this site is located south of 9th Street at a former District property. In the early 2010s, the District exchanged the property south of 9th Street for a property immediately north and across the street. The site building was redeveloped and named West Side High School. As a result, no testing has been completed on the property north of 9th Street.

**scope of work:**

Complete soil sampling at each of the three schools for soils for lead and arsenic. Soil samples will be collected at depths of 6-inches and 18-inches for laboratory analysis. Samples will be submitted to a Washington State Department of Ecology accredited laboratory for total lead and total arsenic. If lead or arsenic are identified above 100 milligrams per kilogram, a sample will be submitted to total characteristic leaching procedure (TCLP) analysis to determine appropriate disposal of excess soils generated during the project. Samples will be collected at the rate shown in Table 1.

Table 1: Soil Sampling Approach

School	Sample Locations	Samples
Columbia Elementary School	3	6
Wenatchee High School	5	10
West Side High School	6	12
Total Samples	14	28

**MOTION MADE:** Laura R. Jaecks made the motion to approve the Fulcrum Environmental - Soil Sampling at location of new portables as presented by Facilities Director, Gregg Herkenrath.

**DISCUSSION:** None

**SECONDED:** By Robert Sealby

**PASSED Unanimously**

**8. Fulcrum Environmental - Amendment to Lincoln Observation & Testing contract**

Amendment to cover the additional services which follow up with the identification and quantification of hazardous materials. Fulcrum routinely provides work-in-progress inspections, periodic review of contractor work activity and documentation, third-party clearance sampling, review of all disposal receipts for asbestos waste and final project reporting.

**Basis for Modification Request**

Following final selection of the project hazardous building materials subcontractor and establishment of a phasing schedule, Fulcrum notified the District and Hill International, the District's Construction Manager, of concerns related to the multiple phases, number of clearance events, and hazardous building materials present that would potentially result in exceedance of the authorized contract. Specifically, in the 200 wing alone, Fulcrum completed clearance inspections on more than 55 separate containment work areas, far in excess of the 7 events estimated for the entirety of the project.

As a result of contract exceedances, the District, Hill International, and Lydig Construction completed a reassessment of the remaining work and sought to concentrate hazardous abatement efforts into larger single clearance events. Principally associated with the original built-up roof in the attic space of the building, more than 200 separate containment work areas were combined into about 3 areas. While necessitating the removal of blown-in insulation, the resulting savings in professional fees was significant.

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

**Estimate of Additional Fees**

Fulcrum estimates that an additional \$16,000 in project fees will be needed to complete project responsibilities. Outstanding project tasks include final clearance inspections of the 100 wing, collection of final hazardous building material abatement subcontractor documentation, and preparation of a final hazardous building materials report.

**MOTION MADE:** Walter Newman made the motion to approve Fulcrum Environmental - Amendment to Lincoln Observation & Testing contract as presented by Facilities Director, Gregg Herkenrath.

**DISCUSSION:** None

**SECONDED:** By Laura R. Jaecks

**PASSED Unanimously**

**8) Capital Projects Update:** David Zeitlin, Hill International Senior Program & Project Manager, updated the board on the balances of the OMR, Owner Contingency and GG/CM accounts.

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

Owner Management Reserve (OMR)			Owner Contingency				
Owner Management Reserve (OMR)	OMR Transfer**	OMR Balance	Owner Contingency (Original)	Owner Increase	Owner Change Orders To Date	Potential Changes	Owner Contingency Balance
\$ 982,198	\$ 98,058	\$ 1,080,256	\$ 2,232,319	\$ 2,971,692	\$ 2,789,017	\$ 591,008	\$ 2,207,994
\$ -	\$ -	\$ -	NA	NA	NA		NA
\$ 438,219	\$ 90,860	\$ 529,079	\$ 1,197,478	\$ 700,412	\$ 1,448,350	\$ 329,778	\$ 119,762
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,960		\$ (23,960)
\$ 218,424	\$ -	\$ 218,424	\$ 443,911	\$ 1,528,212	\$ 384,075	\$ 185,102	\$ 1,402,946
\$ 139,850	\$ 114,951	\$ 254,801	\$ 180,844	\$ 314,912	\$ 159,346	\$ 11,172	\$ 325,238
\$ 185,705	\$ (107,753)	\$ 77,952	\$ 410,086	\$ 428,156	\$ 773,286	\$ 64,956	\$ -
\$ -	\$ -	\$ -	\$ -				\$ -

GC/CM Contingency			
GC/CM Contingency	GC/CM Change Orders***	Potential Changes	GC/CM Contingency Balance
\$ 2,217,918	\$ 984,517	\$ 586,311	\$ 647,090
NA	NA	NA	NA
\$ 844,411	\$ 253,560	\$ 298,811	\$ 332,062
NA	NA	NA	NA
\$ 1,114,923	\$ 643,014	\$ 287,500	\$ 184,409
\$ 218,562	\$ 87,943	\$ -	\$ 130,619
NA	NA		NA
NA	NA		NA

**Discussion points:**

- Cost to date end of May
- Net increases
- Total change orders \$185,000
- We want to use the GG/CM before Owner Contingency money
- Should be \$8 M left untouched
- Doing better than expected
- Consultant fees discussion
- Encumbered totals requested – before next update
- State Match totals
- Football/Apple Bowl projects totals

Tour will be planned for late in August, when the schools are closer to being finished. The board thanked Mr. Zeitlin for update.

**10) Preliminary 2016-17 Budget: CFO Les Vandervort presented the following.**

TO: FROM: DATE:  
 BOARD OF DIRECTORS LES VANDERVORT  
 JULY 12, 2016

All funds are presented for board review based on the most current data available.

The General Fund reflects an expenditure increase of just over three percent (3%).  
 The Total Fund Balance is projected to be about nine percent (9%) of expenditures while the Unassigned (Unreserved) Fund Balance will be about three percent (3%).

The state provides a 1.8% increase in employee compensation for funded positions, a minimal increase in MSOC (materials and supplies), and no increase in health benefits.

The ASB Fund includes budget amounts provided by the schools. It's anticipated that some balances will be used for whatever purpose they were intended.

The Debt Service Fund will assess the same levy amount (\$5,400,000) in 2017 to pay bond debt. The Capital Projects Fund is challenging to project percentage of completion for each project as of August 31, 2016. We base our estimates on data provided by Hill International and the contractors. The Transportation Vehicle Fund has enough fund balance for two (2) new buses.

**Summary of Preliminary 2016-17 Budget**

1. <u>Total Revenues are:</u>		(Revised)	increase	
	2016-17	2015-16	decrease	%
General Fund	\$94,939,406	\$91,292,604	\$3,646,802	3.99
ASB Fund	1,050,532	876,741	173,791	19.82
Debt Service Fund	5,407,000	5,409,840	2,840	.05
Capital Projects Fund	16,823,386	16,807,912	15,474	.09
Transportation Vehicle Fund	205,550	200,500	5,050	2.52

2. <u>Total Expenditures are:</u>		(Revised)	increase	
	2016-17	2015-16	decrease	%
General Fund	\$96,131,340	\$93,280,549	\$2,850,791	3.06
ASB Fund	1,161,566	951,907	209,659	22.03
Debt Service Fund	5,465,713	5,420,888	44,825	.83
Capital Projects Fund	36,391,474	73,756,026	37,364,552	202.67
Transportation Vehicle Fund	455,550	392,650	62,900	16.02

3. <u>Beginning General Fund Balance Set 1, 2016</u>	\$9,923,956	10.6% of Expenditures
2016-17 Budgeted Revenue	\$94,939,406	
Budgeted Expenditure	\$96,131,340	-1,191,934
Transfers Out (Property Purchase or Exchange)	-150,000	

Ending General Fund Balance August 31, 2017

\$8,582,022	8.93% of Expenditures
Restricted for Carryover	400,000
Restricted for Skills Center	30,000
Non-spendable for Inventory	35,000
Committed to Unemployment Pool	179,956
Assigned to Capital Projects	75,000
Assigned to L&I/Motor Pool	152,000
Assigned to Minimum Fund Balance	4,805,567 (5%)
Unassigned Fund Balance	2,904,499
Total Fund Balance	8,582,022

4. Major programs with expenditures greater than revenue:

- a. Special Education (\$ 832,932)
- b. Highly Capable (\$ 372,297)
- c. Wenatchee Learns (\$ 210,709)
- d. AVID (\$ 449,000)
- e. Transportation (\$ 83,675)

5. FTE Enrollment:

7,648	7,662	7,761	7,802	7,894	7,880
-------	-------	-------	-------	-------	-------

6. Legislative Impacts:

- Certificated /classified /admin salary Fringe Benefits
- Retirement Rates Health Insurance
- Retiree Subsidy (HCA "carve-out")
- All Day Kindergarten
- 1.8% COLA (for formula funded positions) Remaining the same as 15-16
- Remaining the same as 15-16
- Remaining the same at \$780 per FTE/month



Decreasing from \$65.25 to \$64.39 per FTE/month  
 Added Sunnyslope as BEA funded ADK

Class Size High Poverty Schools Funding:

	From:	To:
K	18 students per class	17
1	19	17
2	22	18
3	24	21

Class Size Non-High Poverty Schools Funding:

	From:	To:
K	22	19
1	23	21
2	24	22
3	25	22

Substitute teachers -no change -continues at 4 days per teacher at \$151.86 per day.  
 MSOC (Maintenance, Supplies, Operating Cost) From \$1,210.05 to \$1,223.33 per student FTE

ALE (Alternative Learning) From \$6,308.69 to \$6,380.15 per student FTE

Running Start BEA rates From \$6,608.71 to \$6,683.30 per student FTE

4. Staffing:
- i Certs: 543.051 FTE to 545.142 +2.091 FTE
  - i Classified: 336.511 FTE to 351.189 FTE +14.678 FTE

Additions to classified staff include custodians for new square footage and the shifting of workload due to movement of portables. Also parapro support to buildings for PBIS, non-duty bar, technical support, and other.

8. Payroll and Benefits

	2015-16	2016-17	
Certs:	\$38,478,260	\$41,390,594	7.57%
Classified:	\$15,062,777	\$16,306,925	8.26%
Benefits:	\$20,802,006	\$21,548,299	3.59%

9. Account Codes: Revenue Definitions

- 1000 Local Taxes
- 2000 Local Non-Tax
- 3000 State, General
- 4000 State, Special
- 5000 Federal, General
- 6000 Federal, Special
- M&OLevy
- Food Service, Interest Earnings, Fees
- Apportionment (BEA), Vocational, Support Special Ed, Trans, LAP, Bilingual
- Federal Forest (sale of timber land)
- Special Ed, Title I, Title II, Title III, Migrant, Gear Up
- Expenditures (Programs)
  - 00 Regular Instruction BEA & ALE (Alternative Learning)
  - 20 Special Ed Special Ed (State and Federal)
  - 30 Vocational Vocational
  - 40 Skills Center Wenatchee Valley Tech Skills Center
  - 50/60 Compensatory Ed Title I, Title II, Title III, Migrant, LAP, Juvenile Detention, Bilingual,
  - 70 Other Instructional Enrichment, Summer School, AVID, Gear Up
  - 80 Community Support Day Care, Mariachi, Wenatchee Learns
  - 90 Support Services Maintenance, Safety, Board, Superintendent, Business Food Service, Transportation, Student Services, HR
- e.g., Expenditures (Activity)
  - 27 Teaching Activities
  - 24 Teaching Support
  - 41 Other Supportive Activities
  - 23 Building Administration
  - 11 Central Administration

Classroom teachers and paras, extracurricular Library, Counselors, Nurses, Prof Development Food Service, M&O, Utilities, Transportation Principals Office Board, Superintendents Office, HR, Finance, Instructional Supervision.

10. Other Funds:
- ASB Increased revenue & expenditures based on projections from WHS. Still maintains strong fund balance.
  - Debt Service.
    - Bond principal and interest payments semi-annually
    - 2016 & 2017levy is \$5,400,000
  - Capital Projects
    - Completion of Phase I projects.
    - Continuing discussion on Phase II projects (WHS).
  - Transportation Vehicle
    - Bus purchase cycle now dependent on timing of depreciation funding.
    - Available funds should be enough to purchase two new buses.
    - Discussion points:

- We have enough for 2 new buses
- Enrollment is conservative
- Major programs expenses – it's important the board knows how much all these programs cost the district
- Costs of all day Kindergarten
- Insurance has gone up 13%
- Class-size is an additional cost and challenge
- Subs are under funded by the state
- A lot of additional costs for Certs this coming year
- Payroll and Benefits up 15% for classified
- Discussion of additional costs to the district beginning this year
- Final 2016-17 budget adoption on August 23<sup>rd</sup>

The board thanked Mr. Vandervort for the report.

## X. Communications

- President Talbot shared an email addressing the transgender issue with other board members
- Vice President Sealby attended a Spectrum group and invited members to attend a board meeting if they would like to address the board during citizens' comment

Board & Superintendent discussion:

- 2016-17 Board Calendar & Agenda Review Calendar shared
- Discussion of a possible Board Workshop in September as a planning meeting for the year
  - Continue with the Wenatchee Learns Initiatives
- Reminder of Legislative Assembly on Sept. 23<sup>rd</sup>
- Discussion on dates available in Sept., follow-up in August
- Resolution needed for M&O levy

## XI. Superintendent's Report

- Supt. Flones will be going on vacation for a few days, before August 1st.

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



# Wenatchee School District Special Board Meeting

Minutes of May 20th, 2016  
CTC Building

## Board Members

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

## Staff Present

Brian Flonas, Superintendent  
Cabinet

### Board Workshop 8:00 am

President Jennifer Talbot & Superintendent Brian Flonas opened the Board Workshop at 8:20 am. Superintendent Flonas welcomed and gave an agenda summary to the group.

**Budget NEW BUSINESS** – WSD CFO Les Vandervort gave the May enrollment & budget status reports as follows.

#### Enrollment Reports for May 2016

##### Exhibit A - Monthly Enrollments.

The **May 2016** count of K-12 students is **7,821.65 full-time equivalents (FTE)** including 151.40 FTE Running Start students (Running Start students are counted starting in October).

The *average* FTE is **7,912.76** which are **16.24** FTE below budgeted *average* FTE of 7,929.

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

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

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

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

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

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

Re: **April 30, 2016 Budget Status Report**

**GENERAL FUND** With **67%** of the fiscal year elapsed, Total General Fund revenues were **68.7%** and expenditures were **60.2%** of budgeted amounts, respectively. General Fund Total Fund Balance at April 30, 2016 is **\$17,281,563** (18.53%). Total Fund Balance at April 30, 2015 was **\$16,715,417** (20.09%).

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

**CAPITAL PROJECTS FUND** The Month Ending Fund Balance is **\$22,456,999**.

WSD received an anonymous donation of \$1,000,000 to refurbish the district's baseball field at Rec Park. The new turf is in. Currently evaluating next phase of work.

Construction work continues for the Washington and Lincoln Elementary projects. Phase II (Wenatchee High School and other projects) planning is in process.

WSD has purchased property for future expansion of the Wenatchee Valley Technical Skills Center.

**DEBT SERVICE FUND** The Month Ending Fund balance of **\$652,745** is reserved for payment of bond principal and interest payments which are due each December and June. Revenues consist primarily of property taxes, which are levied annually to provide adequate funds for the bond payments.

The Debt Service levy for 2016 collection is \$5,400,000 or \$1.39 per \$1,000 assessed value.

The M&O levy for 2016 collection is \$11,809,000 or \$3.05 per \$1,000 assessed value. The district's 2015 base assessed value to determine 2016 collection is \$3,888,868,880.

**ASB FUND** Revenues are **84.6%** of the amount budgeted for the year. Expenditures are **59.6%** of budget. The Total Month Ending Fund Balance is **\$625,745**.

**TRANSPORTATION VEHICLE FUND** The Month Ending fund balance is **\$45,042**. Bus purchases are made only when funds are actually received by the district. The district purchased one (1) bus this year for \$147,489.

Discussion:

- ASB - when & how they get their money and when they spend it, 84% - details how ASB works
- Bus situation and when they get money from the state. Waiting until we get the money to purchase.
- Details of unassigned fund balance

Mr. Vandervort presented the Resolution No. 26-16 for approval.

**Cancellation of Warrants – Resolution No. 26-16 – Action:**

**RESOLUTION 26-16**

**WHEREAS, RCW 39.56.040 requires the cancellation of warrants not presented for payment within one (1) year of date of issue, and**

**WHEREAS, the following list of outstanding warrants have not been presented for payment:**

**General Fund**

Warrant #	DATE	PAYEE	AMOUNT
561181	3/29/13	Caroline Heiberg	\$107.12
562081	5/15/13	Lynette Tudesque	\$7.05
563177	7/10/13	Daniel Cuevas	\$17.50
564944	10/23/13	Rose Erickson	\$6.25
565044	10/23/13	Martin Ramirez	\$6.10
565351	11/13/13	Natasha Fincher	\$7.60
565413	11/13/13	Kristen Lolos	\$10.00
565475	11/13/13	Silvia Sanchez	\$16.00
566175	12/11/13	Yadira Tapia	\$20.00
566714	1/15/14	Martha Martinez	\$60.17
566812	1/31/14	Eva Ramirez	\$8.12
567217	2/12/14	Mandy Hupp	\$12.00
568999	5/14/14	Abigail Reeves	\$10.00
569555	6/11/14	Sallie Latimer	\$18.54
573619	12/31/14	Tiffany Watkins	\$1.82
574719	2/27/15	Homer Elwell	\$64.48
575762	4/17/15	Ariahna Jones	\$34.07
575846	4/29/15	Jeff Aguigui	\$18.10
576404	5/19/15	Carmen Maldonado	\$19.95

\$444.87 **Total**

Warrant #	DATE	PAYEE	AMOUNT
571911	10/15/14	Tyler Anderson	\$50.00
576105	4/29/15	Arianna Aldini	\$25.00

\$75.00 **Total**

**NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Wenatchee School District No. 246 of Chelan County that the Chelan County Auditor and the Chelan Country Treasurer be authorized to cancel the above listed outstanding warrants.**

**DATED THE 24th day of May, 2016.**

**WENATCHEE SCHOOL DISTRICT NO. 246**

Cancel O/S Warrants 1 year or older

**RESOLUTION 26-16**

Warrant #	DATE	PAYEE	AMOUNT
GF 561181	3/29/13	Caroline Heiberg	\$ 107.12
562081	5/15/13	Lynette Tudesque	\$ 7.05
563177	7/10/13	Daniel Cuevas	\$ 17.50
564944	10/23/13	Rose Erickson	\$ 6.25
565044	10/23/13	Martin Ramirez	\$ 6.10
565351	11/13/13	Natasha Fincher	\$ 7.60
565413	11/13/13	Kristen Lolos	\$ 10.00
565475	11/13/13	Silvia Sanchez	\$ 16.00
566175	12/11/13	Yadira Tapia	\$ 20.00
566714	1/15/14	Martha Martinez	\$ 60.17
566812	1/31/14	Eva Ramirez	\$ 8.12
567217	2/12/14	Mandy Hupp	\$ 12.00
568999	5/14/14	Abigail Reeves	\$ 10.00
569555	6/11/14	Sallie Latimer	\$ 18.54
573619	12/31/14	Tiffany Watkins	\$ 1.82
574719	2/27/15	Homer Elwell	\$ 64.48
575762	4/17/15	Ariahna Jones	\$ 34.07
575846	4/29/15	Jeff Aguigui	\$ 18.10
576404	5/19/15	Carmen Maldonado	\$ 19.95
			<b>\$ 444.87</b>

Warrant #	DATE	PAYEE	AMOUNT
ASB 571911	10/15/14	Tyler Anderson	\$ 50.00
576105	4/29/15	Arianna Aldini	\$ 25.00
			<b>\$75.00</b>

NOTE: All employees have been contacted to fill out paperwork for check re-issue multiple times

Account #	Comments
0101 27 3111 402	Final PR - sent affidavit, (no response)
9799 13 5044 000	lunch refund
7915 27 7007 000	stamp test refund
9799 13 5044 000	lunch refund
9799 13 5044 000	lunch refund
9799 13 5044 000	lunch refund
9799 13 5044 000	lunch refund
0100 22 5111 107	library refund
9799 13 5045 000	misc refund
5300 24 8001 000	mileage - sent affidavit (no response)
0107 27 3100 107	45 minute sub (PR)
7901 31 7001 000	tuition reimbursement - emailed/sent in pony (no response)
9799 13 5043 000	childcare refund
0100 22 5111 114	library refund
8800 91 3000 521	payroll - final ck (no response)
9700 14 2011 000 3020	payroll (no response)
0114 27 5008 000	mileage-2nd time we reissued-emailed, no longer emp
9799 13 5044 000	lunch refund
9799 13 5044 000	lunch refund - second reissue

Total

402 1115 \$30/402 2202 \$20	refund - sent affidavit 2 different addresses, no response
402 4525	Skills USA Tshirt - spanish exchange student, moved away

Total

**MOTION MADE:** Laura R. Jaacks made the motion to approve Resolution No. 26-16 as presented by Les Vandervort, CFO.

**DISCUSSION:** None

**SECONDED:** By Robert Sealby

**PASSED Unanimously**

**2016-17 Budget Preparation Timeline** – CFO Les Vandervort presented the following information:

**Wenatchee School District  
2016-17  
Budget Prep Timeline**

Responsibility	Start Date	Estimated End Date	
Cabinet/Leadership	ongoing	August 2016	General Budget Review 15-16 & 16-17
Finance		April 2016	Enrollment Projections 16-17
Finance/HR	April 2016	May 2016	Review Bargaining Agreements, Salary Schedules (dependent on finalizing negotiations with Principals, WenEA, M&O, Secretary/Para)
Payroll	Mar 2016	May 2016	Update Filemaker Pro Database
Cabinet	Feb 2016	May 2016	Meet with Principals / Directors / Cabinet for 2016-17 budget requests as needed
Finance	April 2016	May 2016	Estimate revenue; F-203/195 to be released mid-April
Finance	April 2016	May 2016	ASB Budget Projections from Schools
Finance	ongoing	TBD	Grant Information from Directors
Finance/Cabinet		May 2016	Preliminary Budget (assuming F-195 is up)
Finance	May 2016	June 2016	Update unfilled Positions, State and Negotiated Salary Adjustments, Benefit Tables, Health Benefits Allocations
Payroll	May 2016	June 2016	Salary Load and Reports
Finance	May 2016	June 2016	Formula Revenue for F-195 (F203)
Legislature		March 30, 2016	Session sine die. Finally. Extra 20 day session.
Finance		May/June 2016	Develop Debt Svc, ASB, Capital Proj, TVF Budgets
<b>May 20, 2016</b>			<b>Board Budget Workshop</b>
Finance	May 2016	June 2016	Rev to Exp Comparison
Finance	May 2016	June 2016	Ending Fund Balances for all Funds
<b>July 12, 2016</b>			<b>Board Review F-195 Budget 16-17</b>
<b>August 23, 2016</b>			<b>Board approval F-195 16-17</b>
-	July		ESD Budget Review and Approval
-	July		Budget Printed
-	August 9, 2016		First Advertisement for Budget Hearing
-	August 23, 2016		Second Advertisement for Budget Hearing

This timeline is conditioned in several instances on document and information release dates from the State Legislature, OSPI and WSIPC. Latest legal date for Board approval is August 31, 2016.

Mr. Vandervort gave details of the budget process and when the state budget would be available.

- July 12<sup>th</sup> – Budget Review Reading: In from State
- August 23<sup>rd</sup> - Budget Adoption – Board Approval

**2016-17 Enrollment Projections:** Mr. Vandervort gave details and recommends to stay conservative.

- It may change with updates.
- This is an average: 7870
- All day K state allotments
- Valley Academy -10 students
- Roll-up estimate

**Legislative Budget Forecast – Governor/House/Senate**  
 Cheat sheet of what is happening with the legislature:  
**2016 Supplemental John Jenft Summary Sheet**

**NOTES:** Items that do not appear on this sheet such as prototypical school staffing levels, and class sizes were not changed in the proposed budget. Those items have been included on the subsequent tabs in this workbook. Fields with an asterisk "\*" indicate that the driver value was not changed from the current value.

	CURRENT FUNDING DECEMBER 2015	Governor's Budget 12/18	House Budget 02/22	Senate Budget 02/24	Conference Budget 03/29
<b>Fringe Benefits in Percent</b>					
Certificated Maintenance	21.42%	*	*	*	*
Classified Maintenance	22.72%	*	*	*	*
Certificated Increase	20.78%	*	*	*	*
Classified Increase	19.22%	*	*	*	*
<b>Employer Rates</b>					
TRS	13.13%	*	*	*	*
PERS	11.18%	*	*	*	*
SERS	11.58%	*	*	*	*
<b>Certificated Insurance Benefit Allocation</b>	\$ 780.00	*	\$ 773.94	*	*
<b>Insurance Benefit CLS Multiplier</b>	1.152	*	*	*	*
<b>Retiree Subsidy</b>	\$ 65.25	*	*	*	\$ 64.39
<b>Funded Salaries*</b>					
Salary Incr. Percent Formula Classified Staff	-	1.80%	2.80%	1.80%	1.80%
Salary Incr. Percent Formula Cert. Admin. Staff	-	1.80%	1.80%	1.80%	1.80%
Salary Incr. Percent Formula Cert. Instructional Staff	-	1.80%	See Note	1.80%	1.80%
CLS Minimum Base Salary	\$ 35,069	\$ 35,700	\$ 40,000	\$ 35,700	\$ 35,700
CLS Minimum Base Salary	\$ 32,821	\$ 33,412	\$ 33,740	\$ 33,412	\$ 33,412
Administrative Minimum Salary	\$ 59,726	\$ 60,800	\$ 60,800	\$ 60,800	\$ 60,800

\* Compensation increases in the Governor's budget proposal are limited to what was approved in the biennial appropriations act.  
 NOTE: House budget CIS increase provided through adjustments in base salary and implementing a new staff mix grid.

<b>Full Day Kindergarten % of Enrolled Funded</b>	71.88%	100%	100%	100%	100.00%
<b>National Board Teacher Certification</b>					
First Year	\$ 3,091	\$ 3,131	\$ 3,125	\$ 3,125	\$ 3,125
Subsequent Years	\$ 5,151	\$ 5,218	\$ 5,208	\$ 5,208	\$ 5,208
<b>National Board Challenging Schools</b>					
	\$ 3,000	*	\$ 3,125	*	*
	\$ 5,000	*	\$ 5,208	*	*
<b>LID Days in Excess of 180</b>	0	*	*	*	*
<b>INCR BEA Per Pupil 15/16 to 16/17</b>	4.27%	1.09%	1.09%	1.09%	1.09%
<b>K-4 Ghost Revenue in 2016 Levy Base for purposes of LEA calculations only</b>	No	*	*	*	*
<b>LEA Funding Percentage</b>	14%	*	*	*	*
<b>Levy Lid Percentage</b>	28%	*	*	*	*

LEVY "CLIFF"

	CURRENT FUNDING DECEMBER 2015	Governor's Budget 12/18	House Budget 02/22	Senate Budget 02/24	Conference Budget 03/29
<b>Class Size - High Poverty Schools (&gt;50% FRPL)*</b>					
Grades K	18.00	17.00	17.00	17.00	17.00
Grade 1	19.00	17.00	17.00	17.00	17.00
Grade 2	22.00	18.00	18.00	18.00	18.00
Grade 3	24.00	21.00	21.00	21.00	21.00

\* 2015-17 Conference budget makes K-3 high poverty class size subject to compliance at the school district level by grade. Districts must generate funding at a class size between 25.23 or the number for each specific grade in the chart above, depending on the results of the class size compliance.

20.75

18.25

<b>Class Size - General Education*</b>					
Grade K	22.00	19.00	19.00	19.00	19.00
Grade 1	23.00	21.00	21.00	21.00	21.00
Grade 2	24.00	22.00	22.00	22.00	22.00
Grade 3	25.00	22.00	22.00	22.00	22.00

\* 2015-17 Conference budget makes K-3 class size subject to compliance at the school district level by grade. Districts must generate funding at a class size between 25.23 or the number for each specific grade in the chart above, depending on the results of the class size compliance.

23.5

21

<b>Lab Science Class Size Enhancement Factor</b>	0.0833	*	*	*	*
*This factor gets applied to all 9-12 enrollment including CTE, and Skills Center.					
<b>Lab Science Class Size Enhancement</b>	19.98	*	*	*	*
<b>Planning Time - Not An F-203 Input</b>					
Primary (K-6)	13.42%	*	*	*	*
Secondary (7-12)	16.67%	*	*	*	*

<b>Increased Teachers as a Result of Planning Time - Input Into F-203</b>					
Planning K-3	15.50%	*	*	*	*
Planning 4	15.50%	*	*	*	*
Planning 5-6	15.50%	*	*	*	*
Planning 7-8	20.00%	*	*	*	*
Planning 9-12	20.00%	*	*	*	*

<b>Substitute Teacher</b>					
Days	4	*	*	*	*
Rate	\$ 151.86	*	*	*	*

<b>Counseling and Support Staff</b>					
Parent Involvement (Elem)	0.0825	*	*	*	*

<b>Central Administration</b>					
<i>(as % of units generated as K-12 Teachers, School Level Staffing, and Districtwide Support)</i>					
Total Central Admin Staff	5.30%	*	*	*	*
<i>(the units broken down by the following percentages)</i>					
Percent Certificated Admin	25.47%	*	*	*	*
Percent Classified	74.53%	*	*	*	*



## 2016 Supplemental John Jenft Summary Sheet

	CURRENT FUNDING DECEMBER 2015	Governor's Budget 12/18	House Budget 02/22	Senate Budget 02/24	Conference Budget 03/29																																																																																																																																																												
<b>Categorical, MSOC, &amp; LEA Funding %</b>																																																																																																																																																																	
<b>MSOC (Maintenance, Supplies, and Operating Costs allocated as dollars per student)</b>																																																																																																																																																																	
<b>Total MSOC per student FTE</b>	\$ 1,210.05	\$ 1,230.62	\$ 1,223.36	\$ 1,223.36	\$ 1,223.36																																																																																																																																																												
Technology	\$ 127.17	\$ 129.33	\$ 128.58	\$ 128.58	\$ 128.58																																																																																																																																																												
Utilities and Insurance	\$ 345.55	\$ 351.43	\$ 349.35	\$ 349.35	\$ 349.35																																																																																																																																																												
Curriculum and Textbooks	\$ 136.54	\$ 138.86	\$ 138.04	\$ 138.04	\$ 138.04																																																																																																																																																												
Other Supplies and Library Materials	\$ 289.88	\$ 294.81	\$ 293.07	\$ 293.07	\$ 293.07																																																																																																																																																												
Instructional Professional Development for Certificated and Classified Staff*	\$ 21.12	\$ 21.47	\$ 21.35	\$ 21.35	\$ 21.35																																																																																																																																																												
Facilities Maintenance	\$ 171.19	\$ 174.10	\$ 173.07	\$ 173.07	\$ 173.07																																																																																																																																																												
Security and Central Office	\$ 118.60	\$ 120.61	\$ 119.90	\$ 119.90	\$ 119.90																																																																																																																																																												
<b>MSOC Grades 9-12 Increase</b>																																																																																																																																																																	
<b>Total MSOC per student FTE</b>	\$ 166.22	\$ 168.37	\$ 168.05	\$ 168.05	\$ 168.05																																																																																																																																																												
Technology	\$ 36.57	\$ 37.04	\$ 36.98	\$ 36.98	\$ 36.98																																																																																																																																																												
Utilities and Insurance	*	*	*	*	*																																																																																																																																																												
Curriculum and Textbooks	\$ 39.89	\$ 40.41	\$ 40.33	\$ 40.33	\$ 40.33																																																																																																																																																												
Other Supplies and Library Materials	\$ 83.11	\$ 84.19	\$ 84.02	\$ 84.02	\$ 84.02																																																																																																																																																												
Instructional Professional Development for Certificated and Classified Staff	\$ 6.65	\$ 6.73	\$ 6.72	\$ 6.72	\$ 6.72																																																																																																																																																												
Facilities Maintenance	*	*	*	*	*																																																																																																																																																												
Security and Central Office	*	*	*	*	*																																																																																																																																																												
*This increase gets applied to all 9-12 students, and is paid through program 01. ALE students benefit from this increase through an increase in the running start rate.																																																																																																																																																																	
<b>Categorical Programs (expressed in additional classroom hours per week for a class size of 15 FTE)</b>																																																																																																																																																																	
Learning Assistance Program	2.3975	*	*	*	*																																																																																																																																																												
Transitional Bilingual (All Grades)	4.7780	*	*	*	*																																																																																																																																																												
Transitional Bilingual - Transitional Support*	3	*	*	*	*																																																																																																																																																												
*3.0 additional hours per week of funding generated by students who have exited the program during prior two school years based on their performance on the WELPA.																																																																																																																																																																	
Highly Capable (Hours of Instruction)	2.1590	*	*	*	*																																																																																																																																																												
Highly Capable % of Eligible Students	2.314%	*	*	*	*																																																																																																																																																												
NOTE: Assumes that all staff generated are allocated as teachers.																																																																																																																																																																	
TBIP Assessment Withholding Percentage	1.15%	1.97%	1.97%	1.97%	1.97%																																																																																																																																																												
<b>Special Education (enhancement is a percentage of basic end and MSOC)</b>																																																																																																																																																																	
Birth to Pre-Kindergarten	1.15	*	*	*	*																																																																																																																																																												
Kindergarten to age 21	0.9309	*	*	*	*																																																																																																																																																												
Special Ed FED Funds INTEG	-24.00	*	*	*	*																																																																																																																																																												
ALE Per Pupil Funding Rate	\$ 6,308.69	\$ 6,385.60	\$ 6,431.42	\$ 6,380.15	\$ 6,380.15																																																																																																																																																												
Running Start BEA Rates																																																																																																																																																																	
Vocational	\$6,608.71	\$6,686.89	\$6,733.84	\$6,683.30	\$6,683.30																																																																																																																																																												
Non-Vocational	\$6,308.69	\$6,385.60	\$6,431.42	\$6,380.15	\$6,380.15																																																																																																																																																												
Running Start Combined FTE	1.2	*	*	*	*																																																																																																																																																												
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+1331  
An Hook

WEEKS INTO VALLEY ACADEMY OPEN DOORS

DISTRICT KEEPS 7%

- Details about insurance and retirement benefits discussed.
- How much the district overs the benefit for employees.
- Class size= 2.5 students per classroom down
- Mr. Vandervort explained the formulas for reduction in class size.
- State does not pay for subs (\$20 per day) (average 20 days, doesn't come near covering)

- 4 days funded for teachers by state
- If state doesn't fund it – the district will have to come up with the extra
- State class size 2.5 down per class- adds up to a lot
  - ALE average – WSHS night school, Valley etc.
  - Compliance for class size is average across the district
  - All instruction classes include in class size
- Explanation of categories, all of it is in one pot
  - Teachers funding can't change
  - Total expenditures for year can't change
- When money is put into a group by state, it just goes into the pot to keep the district functioning
- School nurse program is funded for 1.5 nurse for our district
- Librarians most come out of our own budget, not funded by state
- Elementary counselors mostly not funded, we are well above what we are funded for
- At one point the state needs to determine what salaries are - for school employees
- Levy's bringing in extra money
- Running Start we get 7% the college get all the rest 93% doesn't go over 1.2 FTE/.6 for each
- Enhanced rates discussed and Sped Ed enhancements
- MSOC & CTE money distribution different than WVTSC and Valley, Skill Source & Open Doors, they get the money they generate
- We run 1/2 M in the red in SPED Ed – state funds inadequate to serve the students but new mandates are in place and required – makes it very difficult
- Property at FH - discussion

Wenatchee	Actual 2012-13	Actual 2013-14	Actual 2014-15	Actual 2015-16	Budget 2016-17
FTE Enrollment	7,528.98	7,546.09	7,539.45	7,397.99	7,339.00
Running Start	133.51	125.55	172.90	155.94	150.00
Open Doors		89.23	89.98	107.04	140.00
				256.51	241.00
<b>Total FTE Enrollment</b>	<b>7,662.49</b>	<b>7,760.87</b>	<b>7,802.33</b>	<b>7,917.48</b>	<b>7,870.00</b>
		98.38	41.46	115.15	-47.48
<b>Beg Total FB</b>	<b>14,717,301</b>	<b>13,169,635</b>	<b>11,774,425</b>	<b>11,417,370</b>	<b>8,298,422</b>

Revenues		% of Budget		% of Budget		% of Budget	Revised Budget			
1 Local Taxes	10,845,895	14.95%	10,955,366	14.04%	11,459,346	13.90%	11,647,880	12.76%	11,919,480	12.84%
2 Local Support	1,621,254	2.23%	1,615,932	2.07%	1,604,041	1.95%	1,791,512	1.96%	1,589,021	1.71%
3 State	42,260,866	58.24%	46,240,885	59.26%	48,700,528	59.06%	55,315,694	60.59%	57,032,331	61.43%
4 State, Special Prog	9,016,774	12.43%	10,794,740	13.83%	11,799,757	14.31%	13,331,301	14.60%	13,365,736	14.40%
5 Federal	462,652	0.64%	443,992	0.57%	391,236	0.47%	390,000	0.43%	385,000	0.41%
6 Federal, Special Prog	8,144,720	11.22%	7,811,981	10.01%	8,359,243	10.14%	8,694,214	9.52%	8,434,519	9.08%
7 From Other Schools	40,086	0.06%	39,453	0.05%	35,120	0.04%	27,000	0.03%	27,000	0.03%
8 From Other Entities	175,777	0.24%	124,282	0.16%	106,803	0.13%	95,000	0.10%	90,000	0.10%
	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
<b>TOTAL REVENUE</b>	<b>72,568,024</b>	<b>100.00%</b>	<b>78,026,631</b>	<b>100.00%</b>	<b>82,456,074</b>	<b>100.00%</b>	<b>91,292,601</b>	<b>100.00%</b>	<b>92,843,087</b>	<b>100.00%</b>

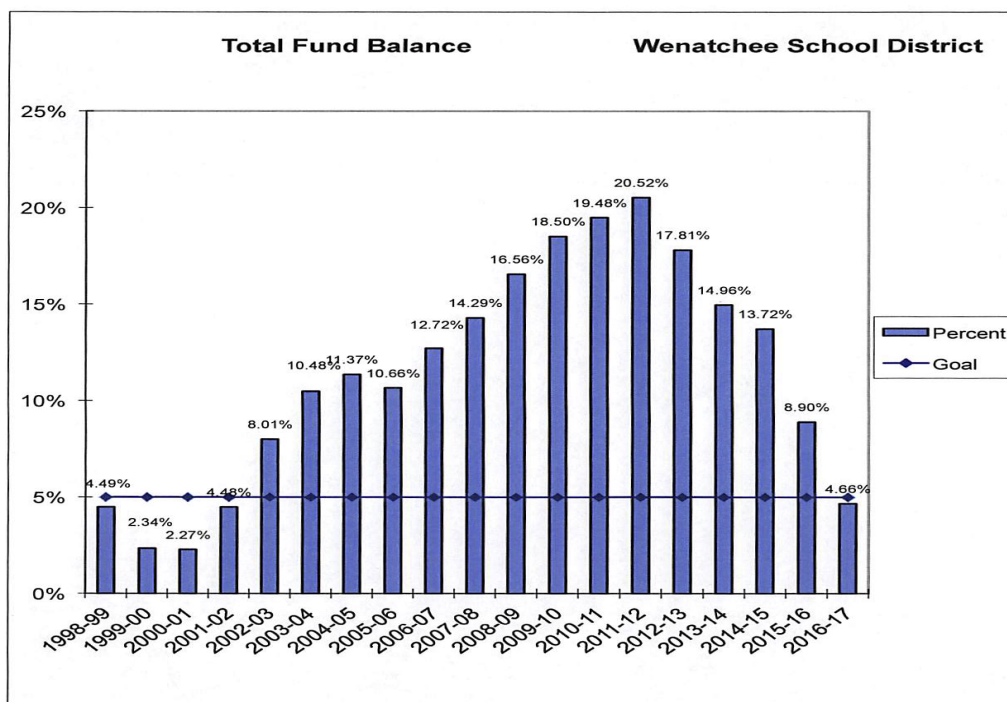
Expenditures										
2 Cert Salaries	32,999,281	44.62%	34,479,995	43.80%	35,196,584	42.39%	39,894,055	42.77%	41,973,203	43.43%
3 Class Salaries	12,477,913	16.87%	13,132,282	16.68%	13,480,965	16.24%	15,237,011	16.33%	16,258,372	16.82%
4 Benefits	15,944,996	21.56%	17,507,206	22.24%	17,812,067	21.45%	20,825,563	22.33%	21,604,408	22.36%
5 Supplies	4,993,343	6.75%	5,737,233	7.29%	7,805,122	9.40%	6,956,975	7.46%	6,708,600	6.94%
7 Contract Services	6,749,065	9.13%	7,229,588	9.18%	7,820,498	9.42%	9,138,032	9.80%	9,186,121	9.51%
8 Travel	292,570	0.40%	364,706	0.46%	458,474	0.55%	431,694	0.46%	474,221	0.49%
9 Capital Outlay	504,522	0.68%	271,218	0.34%	454,123	0.55%	797,219	0.85%	435,550	0.45%
<b>TOTAL EXPENDITURE</b>	<b>73,961,690</b>	<b>100.00%</b>	<b>78,722,228</b>	<b>100.00%</b>	<b>83,027,833</b>	<b>100.00%</b>	<b>93,280,549</b>	<b>100.00%</b>	<b>96,640,475</b>	<b>100.00%</b>

End Total FB										
	13,169,635	17.81%	11,774,425	14.96%	11,417,370	13.75%	8,298,422	8.90%	4,501,034	4.66%

Excess of Revenue over (Expenditures)	-1,393,667	-695,597	-571,759	-1,987,948	-3,797,388
reduction in Total Fund Balance	-1,547,667	-1,395,210	-357,055	-3,118,948	-3,797,388
Projected deficits in 2012-13 forward	-1,200,000	-1,125,000	-1,075,000	-975,000	-875,000





2015-16

**BEA Additions to expenditure:**

<b>Extra days</b>	<b>672,000</b>
<b>Longevity</b>	<b>200,000</b>
<b>WA Kids</b>	<b>18,000</b>
<b>Residency teachers</b>	<b>18,000</b>
<b>National Boards</b>	<b>16,000</b>
<b>Co-curr stipends</b>	<b>36,000</b>
<b>16-17 extra days (3)</b>	<b><u>504,000</u></b>
<b>Subtotal</b>	<b>1,464,000</b>
<b>Extra parapros</b>	<b>150,000</b>
<b>Retirement</b>	<b>23,000</b>
<b>Defibrillators</b>	<b><u>25,000</u></b>
	<b>198,000</b>
<b>Total</b>	<b>1,662,000</b>
<b>Support Services:</b>	
<b>WHS locker rooms</b>	<b>140,000</b>
<b>WHS science portable</b>	<b>400,000</b>
<b>WHS apple bowl sound</b>	<b>50,000</b>
<b>WHS swimming pool</b>	<b>50,000</b>
<b>Columbia portable/infra</b>	<b>55,000</b>
<b>WSHS portable</b>	<b>50,000</b>
<b>FMS pipe engineering</b>	<b>65,000</b>
<b>Foothills pipe repair</b>	<b>500,000</b>
<b>STEAM committee</b>	<b>20,000</b>
<b>Engineering work</b>	<b><u>30,000</u></b>
<b>Total</b>	<b>1,360,000</b>

- The details discussed on funding retirees
- All employees get carve-off now
- \$780 per employee – significant amount gone up for insurance
- Details get complicated on the different formulas
- Levy Clift explanation
- Preliminary Work Sheet is not included, but shared with the board
- We have made a real effort when not making cuts when the state was making cuts to education  
And that was because we had a healthy fund balance gone through 4-5 year cycle – our plan was good but the state is not following through with us
- We have been caught in the firestorm of the last year with the compensation agreements made and cuts at the state level
- What can we project the state is going to do
- What about our M&O Levy, our rate has been constant
- We need to see what our public will support, we are way under what other districts are doing – we will need to reevaluate what we go out for levy and bond
- We cannot continue on this path that we are going – without McCleary decision compensation
- Our operation costs are higher than revenue
- Discussion on what inflation does to our budget
- Discussion on nurses and counselors funding, increased workload, liability issues
- Document based upon the needs we have in the district at cabinet decision level, we are looking at all needs across the district:  
Some of the Essentials
  - Technology is in great need for digital additions
  - Additional technology staff to carry out these tasks
  - One camera and phone system upgrade per year
  - Transportation upgraded technology
  - Kindergarten art program
  - We will be absorbing staff as they retire in some cases
  - Slow-down on maintenance needs to help, skip a year of maintenance
  - 8 Data paras to enter data and help with PBIS needs and Illuminate
  - 6 paras to help with class size – this will increase – 7.5 hours a day
  - This will require some movement
  - PBIS and tier 2, tied up in timesheets
  - Transportation contract & bus washer needs
  - 6-8 sub committees and 9-12 sub committees
  - Math 180 has been built out in budget this year
  - 6-9 Adoption next year
  - 6 per diem days is additional in teacher’s contract
  - A lot of requests we have not been able to meet due to budget
  - Evaluate additional custodians for new buildings
- Challenges finance has to face with timesheets turning in during wrong fiscal year
- Fund balance chart discussed, it is currently at 4.65 % goal above 5% +, we want to go back up again, we need to bring it up – that is what made us great in the past, we had funds to do the things we needed

**2016-17 Budget Priorities**

- Personnel Staffing Report: Lisa Turner, Executive HR Director covered all the details of the following HR/Staffing report.
  - We are in a better position than we were last year as far as unfilled positions
  - Tracking sheet below to see where we are
  - Teacher shortage, sub shortage but we in good shape
  - Discussion on how to read the table – Retire – Resign – Replace
  - Requests for new positions covered
  - ESD Contract, savings for Sped ED – great hire
  - Discussion on new hires at elementary schools

- Unfunded positions covered and explained why those needs
- Sunnyslope an additional track
- The Choice levels - taken care of overloads at these schools
- Art at Kindergarten discussed, some prefer P.E. & Music
- Needs for us to qualify to get funding from state
- Absorbed positions
- Moved positions to cover needs
- Administrative changes, filled internally
- Continued contracts changing
- Columbia Principal not included in this report but he has been added
- New counselor for Columbia
- CTE absorbing positions also

**Retire - Resign - Replace**

	Name	Assignment	Location	FTE	notes	replaced by
1	Cone, Patti	Kinder	COL	1.00	Took another position in WSD	Courtney Holland
2	Hargrove, Elizabeth	Music Specialist	COL	0.20	n/c last year, need to post as continuing	
3	Lara, Rhonda (cuevas, elias)	1st Grade	COL	1.00	n/c last year, need to post continuing	Lynette, Smith
4	Mathison, Kari	Librarian	COL	1.00	Resigned - not return from leave	Patti Cone
5	New Position - K-3 funding	3rd Grade	COL	1.00		Rachel Sonneman
6	Ottley, Kelli	Counselor	COL	1.00	Took another position in WSD	Elizabeth Detamore
7	Dimmitt, Linda	School Nurse	Dist	0.80	retire, .2 from wallace, .1 add - total .8 hired	Taylor Landes
8	Hutchinson, Stefanie	Art Teacher	FMS	1.00	n/c last year, need to post continuing	
9	Williams, Rick	Technology Teacher	FMS	1.00	retire	Aaron Hansen
10	Hansen, Aaron	7th Grade Core	FMS	1.00	Took another position in WSD	Daniel Hanson
11	New Position - K-3 funding	3rd Grade - Bilingual	L&C	1.00		Arcelia Carroll
12	Rath, Karlyn	Sped Resource	L&C	1.00	Took another position in WSD	Emily Wilgus
13	Kyle, Laura	PE Specialist	LNC	0.32	n/c last year, need to post continuing (sandberg music)	
14	New Position - K-3 funding	1st Grade	LNC	1.00		Jeffrey Williams
15	Dempsey, Janell	Instructional Coach	LNC	1.00	Took another position in WSD	
16	Burns, Christine	Intervention Specialist	MV	1.00	retire	Laurie Bonniwell
17	Douglass, Lisa	5th Grade	MV	1.00	Took another position in WSD	Scott Pass
18	Lewis, Christi	Special Education	MV	1.00	retire	Karlyn Rath
19	Morgan, Coni	4th Grade	MV	1.00	Coni took the 1st grade spot	Debra Wirth
20	New Position - K-3 funding	Kinder	MV	1.00		Liliana Mendoza
21	New Position - K-3 funding	1st Grade	MV	1.00		Coni Morgan - by choice
22	Porter, Suzanne	Kinder Teacher	MV	1.00	retire	Cari Valdavinos
23	Taylor, Julie	Intervention Specialist	MV	1.00	retire	Lisa Douglass
24	Baker, Debra	2nd Grade Teacher	NBY	1.00	retire	Brooke Riggan
25	Hendrickson, Cynthia	2nd Grade Teacher	NBY	1.00	retire	Blake Morrell
26	Higgins, Jay	Counselor	NBY	1.00	Resigned - not return from leave	James Broome
27	New Position - class size	5th Grade	NBY	1.00		Austin Preuss
28	Preuss, Austin	3rd Grade	NBY	1.00	Took another position in WSD	Kimberly Dickson
29	Anderberg, Teresa	Science Teacher	OMS	1.00	retire	Beth Hammerberg
30	Power, Eric	Music	OMS	1.00	resign	Jeff Sandberg
31	Tilton, Thomas	Counselor	OMS	1.00	Retired	Kelli Ottley
32	Caemmerer, Adele	Art Teacher	PIO	0.50	resign	Ellen Smith
33	McLaughlin, Elizabeth	SLP	SPED	1.00	Resigned - not return from leave	Kathryn Touch
34	Miller, Susan	Instructional Coach	SPED	0.80	retire	Andrea Saloka
35	Open - OT	OT	SPED	1.00		Lyndsay Brewer
36	Open - OT - Brian Wilgus - ESD	OT	SPED	1.00		Elisa Johnson

**Retire - Resign - Replace**

	Name	Assignment	Location	FTE	notes	replaced by
37	Shipman, Jonathan	SLP	SPED	1.00	n/c last year, need to post as continuing	Elizabeth sprauer - pending app
38	Worthen, Alex	SLP	SPED	1.00	n/c last year, need to post as continuing	alex worthen - pending app
39	New Position - class size	5th Grade	SS	1.00	Dave wants 3 track at 5th grade	Karen Weber
40	Hagen, Chelsa	PE	WA	0.32	Leaving in March - currently open	
41	Lake, Caroline	Kinder Teacher	WA	1.00	Took another position in WSD	Erin Reiber
42	Lewis, Doug	2nd Grade Teacher	WA	1.00	retire - lake took internally, post at Kinder	Caroline Lake
43	Lyon, Terri	4th Grade	WA	1.00	Took another position in WSD, Parr took 4th grade spot, posting at 5th grade	Jana Sutton
44	New Position	Intervention Specialist	WA	1.00	new positions approved for 16-17	Terri Lyon
45	New Position - class size	2nd Grade	WA	1.00	withdraw	not filling
46	New Position - class size	3rd Grade	WA	1.00	withdraw	not filling
47	Bibby, Annika	SPED - Resource	WHS	1.00	TOSA assign - will need to post continuing	
48	New Position - from WHS	Math	WSHS	1.00		
49	Cloakey, Jacqueline	Math	WHS	1.00	resigned	Jessica Moser
50	Busse, Todd	Science	WHS	1.00	Took another position in WSD	Tara Janet
51	Cockrill, Chet	Math Teacher	WHS	1.00	retire	Todd Busse
52	Hammerberg, Beth	CTE Ag Science	WHS	1.00	Took another position in WSD	Hannah Symonds
53	Ritter, Tasha	English Teacher	WHS	1.00	resigned	
54	Jeffris, Chris	Special Education	WHS	1.00	retire	
55	Loftus, Aubrey	Special Education	WHS	1.00	n/c last year, need to post as continuing	Gabe Headley
56	Permin, Denise	Math Teacher	WHS	1.00	resign	not filling, transfer to WSHS
57	Schubert, Nick	Math Teacher	WHS	1.00	n/c last year, need to post as continuing	Paula Fendley
58	Swardz, Lindsay	Grad Specialist	WHS	0.60	Resigned - not return from leave	David Vasquez filled .6
59	Vasquez, David	English Teacher	WHS	0.60	Took another position in WSD	holding posting for now
60	Zobel, Neil	English Teacher	WHS	1.00	retire	Alexandra Rosenfield
61	Granger, Scott	ELA	WSHS	1.00	continuing	Jennifer Devereaux
62	Sanchez, Ruby (dambacker)	ELL	WSHS	1.00	n/c last year, need to post as continuing	Ruby Sanchez

Blank positions have not yet been filled

Yellow highlight represents a position that we do not anticipate to be difficult to fill, we have a decent applicant pool

Red highlight represents a position that is proving to be a little more difficult to fill, limited qualified applicants

**Requests for New Positions**

POSITION	BLDG	FTE	NOTES	FILLED BY
Intervention Specialist	WA	1.00	Position was offered during the 13-14 school year,	Terri Lyons
Art Specialist - need additional specialist sections to accommodate the daily schedule	LNC	0.25	Have piloted schedule for 2 years, want to continue	Vanessa Weaver
District Data Specialist	District	8.00	Classified position - providing technical and data support and services	Not filling at this time
Music Specialist	WA	0.10	added .1 to current music teacher	Crystal Sandberg
ESD CONTRACT	SPED	1.00	cancel ESD contract and hired continuing staff	Justin Carvitto

**Staffing Needed to Qualify for K-3 Enhanced funding at High Poverty Schools**

3rd Grade	COL	1.00	to reduce class size, go 4 track at 3rd grade. Without the add, class sizes would be 25.3, with a 4th track, class size at 19 with new teacher	Hired
3rd Grade	L&C	1.00	To address class size, will go 4 track at 3rd grade. Without the add, class sizes would be 29.3, with a 4th track, class size at 22 with new teacher	Hired
5th Grade	LNC	1.00	Was decided to be placed at 1st grade, as a result of the change in choice will now go 4 track at 5th grade	Hired - will not be covered by additional funding
Kinder	MV	1.00	to reduce class size, go 5 track at Kinder. Without the add, class sizes would be 23.5, with a 5th track, class size at 18.8 with new teacher	Hired
1st Grade	MV	1.00	to reduce class size, go 5 track at 1st grade. Without the add, class sizes would be 23.5, with a 5th track, class size at 18.8 with new teacher	Hired
Elementary Specialist Time	COL, L&C, LNC, MV	0.80	Each additional classroom requires 6 sections of specialist time. MV would go 3 track at 3rd grade, so only needs 1 classroom of additional specialist time. 24 total additional sections of specialist time.	Some hired, some still posted

**Additional Staffing Needed not covered with additional funding**

5th Grade	NBY	1.00	To address class size, will go 4 track at 5th grade. Without the add, class sizes would be 32.6, with a 4th track, class size at 24.5 with new teacher	Hired
5th grade	SS	1.00	do a push in model at 4th and 5th grade. 4th class size will be 28.5 and 5th will be 30.5	Hired - 5th grade for 1 year only
3rd Grade	WA	1.00	To address class size, will go 5 track at 3rd grade. Without the add, class sizes would be 26.5, with a 5th track, class size at 21.2	Withdrew position
2nd Grade	WA	1.00	To address class size, will go 5 track at 2nd grade. Without the add, class sizes would be 26.75, with a 5th track, class size at 21.4	Withdrew position
Elementary Specialist Time - Increase specialist time to eliminate the late, late start for Kinder	COL, NBY, SS, WA, LNC, L&C	1.20	Each kinder class will have 2 additional specialist sections. 44 total additional sections of specialist time.	some hired, some still posted
Non-Duty Bar Para Support - Student Supervision	TOTALS	57.25	Total para hours needed to add to the system to cover non-duty bar supervision requirements	
	SS	7.25	We added a 6 hour reading para this year, SS will need to keep that 6 hours and add 1.25 hours to cover all supervision needs	
	WA	12.00	We added 2, 6-hour reading paras this year, WA can cover all of the supervision needs with these two para's	
	COL	8.00	We added a 6 hour reading para this year, SS will need to keep that 6 hours and add 1.25 hours to cover all supervision needs	
	LNC	6.00	Has 2 hours added this year for construction supervision, wants to keep that and is still evaluating additional needs. This 6 hours is an estimate	
	MV	9.00	We added 2 paras, 1 6-hour, 1 3-hour, our reading paras this year, MV can cover all of the supervision needs with these two para's	
	NBY	9.00	We added a 6 hour reading para this year, NBY will need to keep that 6 hours and potentially add 3 more hours to cover all supervision needs - the principal is still evaluating	
	L&C	4.50	Will need an additional 4.5 hours to cover supervision needs	
	PIO	1.50	Will need an additional 1.5 hours to cover supervison needs	

**Unfilled and/or Absorbed**

POSITION	BLDG	FTE	NOTES	
Classroom Teacher Retirement	MV	1.00	3rd grade teacher (bonniwell) took IS position, did not fill	Laurie Bonniwell
Math	WHS	1.00	Moved position to WSHS	
English	WHS	0.60	Moved position to WSHS	
CTE - Business teacher	WHS	1.00	Based on class size numbers, the position will not be filled	

**Administration Changes**

Name	Assignment	Location	FTE		replaced by
Nancy Duffey	Special Programs Dir.	DO	1.00	Post internally only, Eagle, Loomis, Valdez	Bill Eagle
Pete Jelsing	Tech Center Director	Tech	1.00	Appoint Pete Jelsing	Pete Jelsing
Annika Bibby	Principal Assistant	WHS	1.00	Post a Dean of Students position	Jake Bucholz
Scott Granger	Dean of Students - tech	Tech	1.00	ESD will appoint	Scott Granger
Eggleston, Patti	Assist. Sped Director	SPED	1.00	Post as Assistant Director	Annika Bibby
Jake Bucholz	Assist. Principal	LNC/COL	1.00		Janell Dempsey

**Leave of Absence**

Name	Assignment	Location	FTE		replaced by
Kris Cameron	Spanish	WHS	1.00	LOA for 16-17	Leticia Manzo
Johnson, Dan	4th Grade	WA	1.00	LOA 16-17	
Kunz, Andrea	Math	PIO	0.67	LOA 16-17	Ellen Smith
Hannah, Betsy	Kinder	WA	1.00	LOA- 1st semester 16-17	

**2016-17 New Budget Items & Four-Year Revenues/Expenditures/Fund Balance Projection**

- Continued conversation on the Fund Balance – there is NO additional unassigned fund balance, 11.42 % 18.53% - 4.664% benchmark at all times
- We are going to be way below for all of it, 5%
- This is a rough estimate, we cannot go one more year at this rate, serious point
- Staffing has been added into it
- Unless the Leg comes through with 12M dollars
- Where can we reallocation of resources
- Page 11-24 discussed on budget \$17 M currently April
- By the time we get through summer the \$6M will be gone
- No more big projects – Maintenance
- Careful on staffing adding new positions
- High school schedule is huge being able to assist them for a better environment
- We need to know what the board wants to do, have a plan for the future
- Board needs a list of what is needed, to make decisions
- A lot of programs are funded by the community
- List aligned with WL, in view as we look at the whole picture to maintain community support
- Special Programs budget reviewed
- Risk management, AVID additions = why did we add these, how important they are to maintain liability and student success
- Probably have first draft budget at July meeting and 2<sup>nd</sup> meeting in August approve
- What is mandated by law to fund as apposed to discretionary – we look at that often
- We will start process at breaking down a list for the board
- What are goals we are focusing on – how is budget contributing to those goals, it is complex but a good filter
- Strategy of taking a look across the board rather than looking at one particular area
- Impactful areas that may be not as important as others
- Ideas shared on getting feedback from staff on priorities
- How should we get feedback from – generalize information or narrow it down to those who know all facets of programs
- Overall budget needs and what we have to cover that
- Strategic initiatives – what areas are being met in each department
- Explanation of where our revenue comes from and what %'s goes for where
- Levy/Bond needs 8-10% at 3% the last two times – needs to be built into our district
- Grant funds - less than 1% of budget
- Hoping for increases from legislature next year – only until 2018
- Budget backup plan for 2017-18
- Need a resolution to board for Levy by November this year
- Try to be conservative as possible on budget – cut travel down, etc.
- As a board we need to be conservative and responsible – to our public

**Facilities Committee Update – Brian**

- 5<sup>th</sup> meeting and possibly two more
- Options available for WHS
- Looking at overcrowding
- Site visit at WVTSC and WSH
- Assessed evaluation cannot address the modernization and over-crowding at the same time
- Overcrowding seems to be prioritization from public

- Early on it was decided going out for a bond is problematic – the WHS is in great need
- Discussion about costs of building is a real problem
- More schools getting run down
- Debit capacity in the future and issues
- As we pay off the bonds actually building back up as we go but not as fast
- Explanation of cycle of bonds pay off
- L&C parking lot problem and Columbia – old schools
- Infrastructure of modernization is huge – phones etc.
- Architects are defining what we can do
- Some of the cities’ structures that are empty could be another high school – is an option
- Grand Coulee has federal money, federal property
- 40% money locally – 60% state, locally still has to be raised
- McCleary decision money is operating money
- L&C and Columbia 4-track soon and going to be another issue
- 6-year Capital Projects Levy is one way to approach adding wings, Eastmont
- We need portables to help us through this time
- 4-tracks are not solving the problem – but not built to serve – but possible short term
- The systems need updated to cover the whole population
- Possible 600-student high school – \$20M to \$120M – not easy

**TURN Network Conference Debrief:** Supt. Flones provided the following materials for the board to review about *The Consortium for Educational Change* that he and the cabinet attended in May 2016. He included the 39-page booklet provided to them at the consortium, “*Cultivating a Culture of Collaboration Focused on Student Learning*”, a resource guide.

- Supt. Flones said it was very beneficial – learned a lot of what other districts are doing.
- Trying to create an Eastern Washington Consortium to address these issues together with results that help our students.
- Common goals, common directions and common decisions, a good start to opening better communication, more purposeful.
- What do those structures look like, we will share with the board.
- Summary of Consortium results, meeting again in August. Everyone shared their positive experiences.
- Decisions being made but communications not out there, just the end product
- Will show board the structure of what we are doing
- Looking at a district learning team - details
- Healing process within the groups have begun

### **TURN’s Mission**

Teacher unions must provide leadership for the collective voice of their members. Teacher unions have a responsibility to students, their families, and to the broader society. Teacher unions are committed to public education as a vital element of our democracy. What unites these responsibilities is our commitment to help all children learn. We affirm the union’s responsibility to collaborate with other stakeholders in public education and to seek consistently higher levels of student achievement by:

- Improving continuously the quality of teaching.
- Promoting in public education and in the union democratic dynamics, fairness, and due process for all.
- Seeking to expand the scope of collective bargaining to include instructional and professional issues.

Improving on an ongoing basis the terms and conditions under which both adults and children work and learn.

### **Transforming Teacher Unions to Become Agents of Reform**

Teacher Union Reform Network is a union-led effort to restructure the nation’s teachers unions to promote reforms that will ultimately lead to better learning and higher achievement for all students. The primary goal of TURN is to create new union models that can take the lead in building and sustaining effective schools for all students. Because teachers are closest to students, to the learning process, and because of their link to parents and the larger communities, we are in a unique position to stimulate the necessary changes.

### **Standards for Responsible and Responsive Teacher Unions**

Responsible and responsive teacher unions are committed to:

- consider students’ learning as our primary goal and assume professional accountability for students’ progress
- take responsibility for teaching quality, support teachers’ professional learning and ensure that teachers are empowered at the school and classroom level
- improve the terms and conditions under which both adults and students work and learn

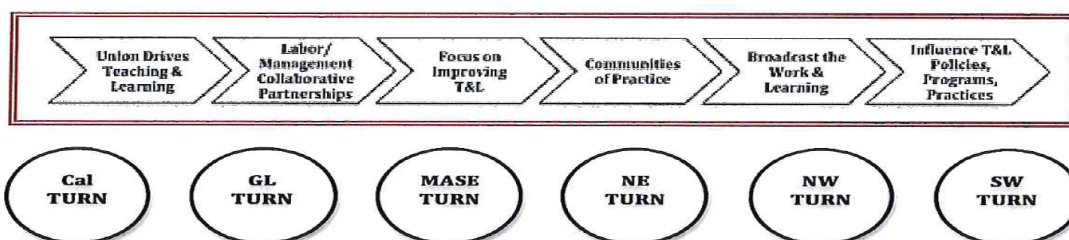


The Teacher Union Reform Network (TURN), founded in 1995, is a nationwide network of more than 200 union locals from the American Federation of Teachers and the National Education Association. It brings local unions together to promote progressive reform in education and teacher unions, build relationships among key stakeholders and to cultivate the next generation of teacher leaders to influence education policymaking and improve teaching effectiveness and student learning. Our TURN regions are expanding these efforts across the nation, focusing on the following goals:

- Empower teacher unions to become leaders in driving improvements in teaching and learning
- Encourage labor/management collaboration to address policies, programs and practices that impact teaching and learning
- Encourage and support TURN regions and their participating teams to develop a teaching and learning focus
- Deepen commitment and engagement of labor-management collaborative teams to improve teaching and learning through Communities of Practice
- Create opportunities for TURN regions and their members to broadly share their successes and challenges
- Influence teaching and learning policies and programs at the local, state and national levels

### Regional TURN Satellites

*Labor-Management Collaborative Partnerships to Improve Teaching and Learning*



*Expansion of Regional TURN participants includes collaborative partnerships with district & school administrators and teacher & union leaders focused on authentic conversations and actions to improve teaching & learning.*

- Exploring "union reform" efforts in ways that expands the role of teacher voice in education reform efforts, incorporates social justice for students and families and strengthens the quality of the teaching profession

#### **Opportunities for Deepening Engagement and Support in our Regional TURN Communities of Practice**

Local labor-management collaborative teams that agree to join our Regional TURN Communities of Practice will be provided the opportunity to participate in the following activities that are designed to support and deepen their collaborative efforts to plan and implement a targeted and focused set of reform initiatives to improve teaching and learning. Opportunities for engagement include:

1. **Participation in Regional TURN Conferences** provides opportunities for our Regional TURN labor-management teams to listen and learn from each other's efforts to collaboratively plan and implement the College & Career Ready Standards, teacher evaluation and student growth measures.
2. **Gap Analysis Needs Assessment** using materials and resources provided through the Regional TURN Conferences will assist labor-management teams in identifying strengths and opportunities for improvement related to collaborative efforts to implement the College & Career Ready Standards, teacher evaluation and student growth to improve teaching and learning. Our Regional TURN Coordinators, Virtual Community Organizers and CEC will work with the local team contact persons to track and monitor team progress through surveys and reports. This information will assist local teams in developing and aligning College & Career Ready Standards, curriculum and assessments, teacher evaluation and/or student growth implementation plans to guide their work. These team implementation plans will be shared with our Regional TURN Communities of Practice through our TURN website.
3. **The TURN Website** provides a site to collect and share local and state labor-management collaborative policies, practices and protocols related to College & Career Ready Standards, Curriculum and Assessments, teacher evaluation and/or student growth implementation plans, professional development resources and other documents and resources to assist our Regional TURN teams as they tackle these issues in their at home.
4. **National Regional TURN Conferences.** CEC will collaborate with our TURN Regions to convene an annual conference each summer – focused on labor-management collaboration,

**MEETING ADJOURNED:** President Jennifer Talbot adjourned the meeting at 12:50 p.m.

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**WENATCHEE SCHOOL DISTRICT NO. 246**  
**AUGUST 9, 2016**

**TO: BOARD OF EDUCATION**

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

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

**SUBJECT: PERSONNEL REPORT**

**APPOINTMENTS**

We ask the Board to appoint:

Classified:

- Cheryl Armstrong: Workshop Instructor for .875 hrs/day at VAL, effective August 30, 2016 through June 9, 2017;
- Marla Bailey: Workshop Instruction for .925 hrs/day at VAL, effective August 30, 2016 through June 9, 2017;
- Robert G. Brown: Workshop Instructor for .925 hrs/day at VAL, effective August 30, 2016 through June 9, 2017;
- Connie Celustka: Workshop Instructor for 5.45 hrs/day at VAL, effective August 30, 2016 through June 9, 2017;
- Nereida Farias: Para Educator for 6 hrs/day at MV, effective August 30, 2016;
- Kaitlyn Garza: Para Educator/Child Care Lead for 7.75 hrs/day at SS, effective August 30, 2016;
- Jacob Kerns: Sped Para Educator for 6 hrs/day at WHS, effective August 30, 2016;
- Eric Kuntz: Sped Para Educator for 5 hrs/day at WHS, effective August 30, 2016;
- Sandra Langager: Para Educator for 4 hrs/day at VAL, effective August 30, 2016 and Workshop Instructor for 1.5 hrs/day at VAL, effective August 30, 2016 to June 9, 2017;
- Rachel Lippert: Sped Para Educator for 6 hrs/day at WHS, effective August 30, 2016;
- Tanya Mahre: Workshop Instructor for 2.78 hrs/day at VAL, effective August 30, 2016 through June 9, 2017;
- Kayla McCormick: Reading Workshop Instructor for 2.4 hrs/day at WSHS, effective August 30, 2016;
- Chelsea Morris: Workshop Instructor for 2.78 hrs/day at VAL, effective August 30, 2016 through June 9, 2017;
- Christy Pease: Workshop Instructor for 2.12 hrs/day at VAL, effective August 30, 2016 through June 9, 2017;
- Linnea Shannon: Sped Para Educator for 6 hrs/day at PIO, effective August 30, 2016;
- Emily Taunton: Sped Preschool Para Educator for 6.0 hrs/day at Castlerock, effective August 30, 2016;

Certificated:

- Tiffany Frodsham: 1.0 FTE School Nurse at WHS and WVTC, effective August 30, 2016;
- Courtney Hill: 1.0 FTE 5<sup>th</sup> Grade Teacher at COL, effective August 30, 2016;
- Rebecca Lenssen: 1.0 FTE Special Education Teacher at WHS, effective August 30, 2016;
- Juanita Malloy: 1.0 FTE N/C 2<sup>nd</sup> Grade Teacher at L&C, effective August 30, 2016 through June 9, 2017;
- Cori Montgomery: 1.0 FTE Family Consumer Science Teacher at WHS, effective August 30, 2016;
- Spencer Nee: 1.0 FTE English Teacher at WHS, effective August 30, 2016;
- Erin Reiber: 1.0 FTE Kindergarten Teacher at WA, effective August 30, 2016;
- Jasmin Rocha: 1.0 FTE 3<sup>rd</sup> Grade Teacher at L&C, effective August 30, 2016;
- Alexandra Rosenfield: 1.0 FTE English Teacher at WHS, effective August 30, 2016;
- Andrea Saloka: 1.0 FTE Instructional Coach at Sped, effective August 30, 2016;
- Jeffrey Sandberg: 1.0 FTE Band/Orchestra/Mariachi Teacher at OMS; effective August 30, 2016;
- Kristen Shull: 1.0 FTE Music Teacher at L&C, effective August 30, 2016;
- Elissa Smith: 1.0 FTE Reading Intervention Specialist at FMS, effective August 30, 2016;
- Jodee Smith: 1.0 FTE N/C 4<sup>th</sup> Grade Teacher at WA, effective August 30, 2016 through June 9, 2017;
- Rachel Sonneman: 1.0 FTE 3<sup>rd</sup> Grade Teacher at COL, effective August 30, 2016;
- Elizabeth Sprauer: 1.0 FTE Speech Language Pathologist at Sped, effective August 30, 2016;
- Jessica Stroud: 1.0 FTE 7<sup>th</sup> Grade Math Teacher at PIO, effective August 30, 2016;
- Kathryn Touch: 1.0 FTE Speech Language Pathologist at Sped, effective August 30, 2016;
- Cari Valdovinos: 1.0 FTE Kindergarten Teacher at MV, effective August 30, 2016;
- Emily Wilgus: 1.0 FTE Sped Teacher at L&C, effective August 30, 2016;
- Jeffrey Williams: 1.0 FTE 1<sup>st</sup> Grade Teacher at LNC, effective August 30, 2016;
- Janet Woodworth: 1.0 FTE N/C Sped Teacher at COL, effective August 30, 2016 through June 9, 2017;

**CHANGE OF STATUS**



Classified:

- Kara Babst: Change as Sped Preschool Para Educator for 6 hrs/day at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;
- Tami Boersema: Change as Sped Para Educator for 6 hrs/day at LNC to Columbia, effective August 30, 2016;
- Holli Brown: Change as Sped Preschool Para Educator for 5.1 hrs/day at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;
- Kim Drolet: Change as Sped Preschool Para Educator for 6 hrs/day at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;
- Brittany Fuller: Change as Sped Preschool Para Educator for 6 hrs/day at WA Preschool to Castlerock, effective August 30, 2016;
- Gladys Garibay: Change as Sped Preschool Para Educator for 6 hrs/day at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;
- Jeseela Gomez: Change as Sped Preschool Para Educator for 5 hrs/day at WA Preschool to Castlerock, effective August 30, 2016;
- Pam Harrison: Change as Sped Preschool Para Educator for 5.1 hrs/day at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;
- Melinda Heath: Change from Elementary Summer School Para Educator to Elementary Summer School Family Advocate at COL, effective June 15, 2016 through July 22, 2016;
- Kathleen Hupp: Change as Sped Preschool Para Educator for 6 hrs/day at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;
- Carolina Morrow: Change as Bilingual Para Educator for 8 hrs/day at WHS to Data Para Educator for 6 hrs/day at NBY, effective August 30, 2016;
- Deana Oudeans: Change as Sped Preschool Para Educator for 6 hrs/day at WA Preschool to Castlerock, effective August 30, 2016;
- Cynthia Truscott: Change as Sped Preschool Para Educator for 6 hrs/day at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;

Certified

- Julie Anspach: Change as 1.0 FTE 1<sup>st</sup> Grade Teacher at COL to 1.0 FTE 1<sup>st</sup> Grade Teacher at SS, effective August 30, 2016;
- Nora Haines Black: Change as 1.0 FTE Sped Teacher at WA Preschool to Castlerock, effective August 30, 2016;
- Tanner Dotzauer: Change as 1.0 FTE Core Success/AVID Teacher to Social Studies Teacher at WHS, effective August 30, 2016;
- Amy Evitt: Change as 1.0 FTE Early Childhood Coordinator/SLP at Sped to Castlerock, effective August 30, 2016;
- Wendy Graves: Change as 1.0 FTE Sped Teacher at WA Preschool to Castlerock, effective August 30, 2016;
- Allison Haug: Change as 1.0 FTE Bilingual 5<sup>th</sup> Grade Teacher at COL to 1.0 FTE Science Teacher at OMS, effective August 30, 2016;
- Mandy Hupp: Change as 1.0 FTE School Psychologist at 9<sup>th</sup> Street Preschool/WSHS to Castlerock/WSHS, effective August 30, 2016;

- Malinda James: Change as 1.0 FTE Sped Teacher at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;
- Dave Riggs: Change as .80 FTE Journalism Teacher at WHS to .80 FTE at WHS and WSHS, effective August 30, 2016;
- Carrell Schlatter: Change as 1.0 FTE Sped Teacher at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;
- Heidi Schroeder: Change as 1.0 FTE Sped Teacher at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;
- Katrina Sias: Change as 1.0 FTE Speech Language Pathologist at 9<sup>th</sup> Street Preschool to Castlerock, effective August 30, 2016;
- Vanessa Weaver: Change from .55 FTE continuing and .25 FTE N/C to .80 FTE continuing Art Specialist at LNC, effective August 30, 2016;
- Jeffrey Williams: Change from 1.0 FTE 1<sup>st</sup> Grade Teacher to 5<sup>th</sup> Grade Teacher at LNC, effective August 30, 2016;

### **LEAVE OF ABSENCE**

The following employees have requested a Leave of Absence:

#### Classified:

- Melissa Hernandez: Extended leave as WL Parent and Volunteer Coordinator at DO, effective June 10, 2016 through June 30, 2016;
- John McIntire: Leave as Utility Custodian for 8 hrs/day at MV, effective June 24, 2016 through July 31, 2016;
- Nancy Rabey: Leave as Assistant Accountant for 8 hrs/day at DO, effective June 13, 2016 through July 6, 2016;

### **RETURN FROM LEAVE OF ABSENCE**

#### Classified:

- John McIntire: Partial Return as Utility Custodian for 6 hrs/day at MV, effective August 1, 2016 through August 31, 2016;
- Nancy Rabey: Return as Assistant Accountant for 8 hrs/day at DO, effective July 6, 2016;

#### Certificated:

- Roxana Vanatta: Return as 1.0 FTE 2<sup>nd</sup> Grade Teacher at COL, effective August 30, 2016;

### **RESIGNATION**

#### Classified:

- Cory Gabaldo: Resign as Lead Custodian for 8 hrs/day at L&C, effective July 22, 2016;
- Jan Grothe: Resign as Lap Para Educator for 6.75 hrs/day at SS, effective July 18, 2016;
- Andrea Tevez: Resign as Sped Para Educator for 6 hrs/day at LNC/WA, effective July 20, 2016;

- Elese Turner: Resign as Special Ed Para Educator for 6 hrs/day at Columbia, effective July 9, 2016;
- Kofi Kisseh: Resign as Director of Transportation, effective August 4, 2016.

Certificated:

- Clifford Bull: Resign as 1.0 FTE Music Teacher at L&C, effective June 30, 2016;
- Catherine Gilstrap: Resign as 1.0 FTE 5<sup>th</sup> Grade Teacher at NBY, effective June 30, 2016;
- Jody Lund: Resign as 1.0 FTE Kindergarten Teacher at SS, effective July 21, 2016;

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

Orchard Middle School

Brittany Hacho

ASB Advisor

**SUPPLEMENTAL ASSIGNMENTS FOR THE 15-16 SCHOOL YEAR**

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

**Columbia**

Jake Bucholz

Leadership

Bill Eagle

Leadership

Connie Siepmann

National Boards Facilitator

Mark Woolsey

National Boards Facilitator

**District Office**

Lindee Akers

Leadership

Trisha Craig

Leadership

Heather Crail

Bargaining Team Rep

Jon DeJong

Leadership

Nancy Duffy

Leadership

Patti Egglesto

Leadership

Sarah Hanchey

Leadership

Mark Helm

Leadership

Tammy Hubensack

Leadership

Cori Pflug-Tilton

Leadership

Jodi Smith

Leadership

Lisa Turner

Leadership

Les Vandervort

Leadership

Karen Walters

Leadership

Dave Yancy

Leadership

**Foothills**

Mark Goveia Leadership  
Chad Morgan Leadership  
Chad Morgan National Boards Facilitator &  
Bargaining Team Rep

**Lewis & Clark**

Alfonzo Lopez Leadership

**Lincoln**

Tim Sheppard Leadership  
Vanessa Weaver National Boards Facilitator

**Maintenance & Operations**

Ron Brown Leadership  
Greg Thompson Leadership

**Mission View**

Jeff Jaeger Leadership

**Newberry**

Kathy Keefer Leadership  
Kevin Loomis Leadership

**Orchard**

Taunya Brown Leadership  
Jeremy Wheatley Leadership

**Pioneer**

Robert Cline Leadership  
Dan Wilson Leadership

**Sunnyside**

Dave Perkins Leadership

**Valley Academy**

Greg Lovercamp Leadership

**Washington**

Keith Collins Leadership  
Gracie Helm Leadership

**Wenatchee High School**

Eric Anderson Leadership  
Jim Beeson Bargaining Team Rep & Leadership  
Dennis Conger Leadership & Mentor  
Ricardo Iniguez Bargaining Team Rep & Leadership  
Donna Moser Leadership

**Wenatchee Valley Tech**

Peter Jelsing Leadership

**Westside High**

Kory Kalahar Leadership

**Lewis & Clark/Sunnyslope/Washington**

Michelle Vaughn Strings Teacher

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

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

**Columbia**

Ryan Weaver TRT

**Foothills**

Sheli Franklin Webmaster  
Todd Jensen TRT

**Lewis & Clark**

Lucy Garcia Migrant/Bilingual Facilitator  
Marie West Title Facilitator  
Carmen Yanez TRT

**Lincoln**

Francine Alvarado LIT Classified Rep.  
Jim Bowen LIT Specialist Rep.  
Jake Bullis Safety Patrol Advisor  
Katie Charles Kindergarten LIT Co-Team Leader  
Mary Doerr Migrant/Bilingual Facilitator  
Todd Gaytley Grade 4 LIT Team Leader  
Rocio Gonzalez Kindergarten LIT Co-Team Leader  
Teresa Heinz Grade 3 LIT Team Leader  
Allison Hurt Grade 1 TLITeam Leader  
Tanya Iwaasa Choir/Vocal/Strings Advisor  
Camille Jackson Track Coach  
Susan J Miller Title Facilitator  
Tina Nicpan-Brown Grade 5 LIT Team Leader/TRT Advisor  
Sandra Schmidt Grade 2 LIT Co-Team Leader  
Carmen Wilson Grade 2 LITCo-Team Leader

**Mission View**

Mario Avila Grade 4 Team Leader  
LeAnn Haven Choir Co-Advisor and Vocal Advisor  
Cheryl Martinez Choir Co-Advisor  
Socorro Yanez Grade 2 LIT Team Co-Facilitator/TRT

**Newberry**

Cheri Dundas Grade 2 LIT Team Leader

Robert Schott

TRT

**Orchard**

Julee Accardo  
Brittany Hacho  
Rosemary Wulf

Webmaster  
AVID Site Coordinator  
TRT

**Pioneer**

Noemi Bazan  
Brock Hurt  
Jennifer Miller  
Erica Wilson  
Dawn Wood

Migrant/Bilingual Facilitator  
Webmaster  
Title/Lap Facilitator  
TRT  
TRT

**Sunnyslope**

Kathleen Christman  
Abby Dalbeck  
Ben Dotson  
Sarah Ferrians  
Kelli Jansen  
Meridith Loomis  
Cheryl Martinez  
Leslie Peterson  
Teresa Watts

.5 Elementary Track  
Grade 3-5 Reading Lit Team Leader  
.5 Elementary Track  
Grade K-2 Math Team Leader  
Webmaster  
Math 3-5 Team Leader  
Choir/Vocal Advisor  
TRT  
Bilingual/Lap Facilitator

**Washington**

Zuly Arredondo  
Monika Christensen  
Wendi Clayson  
Tamera Detwiler  
Terry Gillespie  
Amy Kerker  
Molly Knell  
Aaron MacKenzie  
Lance McGinnis  
Annette Mueller  
Shayne Rennie

Kindergarten LIT Team Leader  
Grade 5 LIT Team Leader  
Grade 2 LIT Team Leader  
Grade 4 LIT Team Leader  
TRT  
Choir and Vocal Advisor  
Grade 1 LIT Team Leader  
LIT Team Leader Specialist  
Grade 3 LIT Team Leader  
Migrant/Bilingual Facilitator  
Lap Facilitator

**Wenatchee High School**

Dale Blair  
Todd Busse  
Chris Ferrians

TRT  
TRT/Webmaster  
TRT

**Wenatchee Valley Tech**

Marilee E Campbell

Webmaster

**Westside High School**

Heidi Monroe

TRT

**Lewis & Clark/Mission View/Sunnyslope/Washington**

Michelle Vaughn

Strings Stipend

**PAID ADMINISTRATIVE LEAVE**

Certificated:

- Ed Knaggs: Payment ends, effective August 31, 2016;

**DECEASED EMPLOYEES**

Classified:

- Melissa Hernandez: Wenatchee Learns Parent Coordinator, 1997 - 2016
- Catherine Juchmes: Sped Para Educator, 1978 - 2016

# Wenatchee School District NO. 246

## PAYROLL

**JULY 2016**

We, the undersigned Board of Directors of the Wenatchee School District No. 246, Chelan County, Washington, do hereby certify that the persons named in the attached payroll are employed by said school district and entitled to the sums specified in the final payroll register. The payroll is approved for payment in the amount of \$6,437,194.30 for the month of July 2016.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





Approval of vouchers and warrants

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

General Fund

Check numbers 585188 through 585319 totaling \$647,267.28

Capital Projects Fund

Check number 585320 through 585337 totaling \$1,611,655.72

Associated Student Body Fund

Check number 585338 through 585346 totaling \$20,849.83

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.

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Signature of Auditing Officer

Date

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

As of July 26, 2016, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$2,279,772.83. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 585188 through 585346, totaling \$2,279,772.83

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

Check Nbr	Vendor Name	Check Date	Check Amount
585188	ACADEMIC ASSOCIATES LEARNING	07/27/2016	405.00
585189	AFTER HOURS PLUMB & HEAT INC	07/27/2016	767.36
585190	ALLEN, JAMIE	07/27/2016	25.00
585191	ALLIED PLUMBING AND PUMPS, LLC	07/27/2016	10,840.00
585192	AMER TIME & SIGNAL	07/27/2016	804.57
585193	ANDERSON, KIM T	07/27/2016	181.30
585194	ANDREWJESKI, JACQUELINE MARYAN	07/27/2016	160.00
585195	ASPLUND, MATTHEW	07/27/2016	90.00
585196	AVALON MUSIC INC	07/27/2016	45.74
585197	AW REHN & ASSOC INC	07/27/2016	1,257.50
585198	BAILEY, JENELLE	07/27/2016	5.00
585199	BARNES & NOBLE	07/27/2016	260.16
585200	BENNER, SCOTT MICHAEL	07/27/2016	209.00
585201	BLANCHARD, KURT W	07/27/2016	44.65
585202	BOLLINGER, JOSHUA WILLIAM	07/27/2016	15.72
585203	BRYSON SALES & SERVICE	07/27/2016	153.26
585204	BURROWS TRACTOR INC	07/27/2016	65.79
585205	CANNAN, ERIC WILLIAM	07/27/2016	158.76
585206	CARLSON, REED A	07/27/2016	276.00
585207	CAROLINA BIOLOGICAL SUPPLY	07/27/2016	109.06
585208	CASCADE QUALITY WATER CENTER	07/27/2016	186.55
585209	CASCADE CHRISTIAN ACADEMY	07/27/2016	68.40
585210	CASHMERE VALLEY BANK	07/27/2016	506.10
585211	CENGAGE LEARNING INC	07/27/2016	1,219.82
585212	CERTIFIED LABORATORIES	07/27/2016	444.43
585213	CH2O INC.	07/27/2016	1,082.26
585214	CHINOOK MUSIC SERVICE INC	07/27/2016	271.41
585215	CITY OF WENATCHEE	07/27/2016	7,344.66
585216	CITY TREASURER	07/27/2016	23,894.44
585217	CLARK, BETHANY	07/27/2016	5.00
585218	COLUMBIA PAINT CO	07/27/2016	648.69
585219	COLUMBIA RIVER TECH CONFERENCE	07/27/2016	120.00
585220	COMMUNITY GLASS	07/27/2016	429.48

Check Nbr	Vendor Name	Check Date	Check Amount
585221	CONSOLIDATED ELECTRICAL DISTRI	07/27/2016	434.14
585222	CONSOLIDATED SUPPLY CO	07/27/2016	20.22
585223	COSTCO HOUSEHOLD BANK FSB DO	07/27/2016	3,751.61
585224	EADIE, KAREN R	07/27/2016	194.89
585225	EASTERN WASHINGTON UNIVERSITY	07/27/2016	8,125.00
585226	ELLS, JOE	07/27/2016	395.00
585227	ELLWOOD, DANIEL M	07/27/2016	56.00
585228	ESD 123	07/27/2016	762.50
585229	FASTENAL COMPANY	07/27/2016	273.54
585230	FOLLETT SCHOOL SOLUTIONS, INC	07/27/2016	1,004.89
585231	FOOD SERVICE OF AMERICA	07/27/2016	8,072.45
585232	FOX, LEAH A	07/27/2016	160.00
585233	GARCIA, DORA L	07/27/2016	300.00
585234	GAYTLEY, ALICEN	07/27/2016	457.20
585235	GIBBS, RONALD MARK	07/27/2016	37.50
585236	GOOD TO GO	07/27/2016	11.10
585237	GRADUATION ALLIANCE INC	07/27/2016	4,900.00
585238	GRIFFITH, JOAN CHERYL	07/27/2016	17.28
585239	HAGLUNDS TROPHIES	07/27/2016	35.77
585240	HARGIS ENGINEERS INC	07/27/2016	8,780.00
585241	HENRY SCHEIN INC	07/27/2016	354.17
585242	HILTON VANCOUVER	07/27/2016	358.23
585243	HOME DEPOT	07/27/2016	21,017.99
585244	ICICLE BROADCASTING INC	07/27/2016	100.00
585245	INLAND PIPE AND SUPPLY	07/27/2016	252.54
585246	JAEGER, JEFF	07/27/2016	441.20
585247	JARVIS, OLIVA	07/27/2016	495.00
585248	JERRYS AUTO SUPPLY	07/27/2016	208.26
585249	JOHNSON GAUKROGER SMITH &	07/27/2016	23,219.07
585250	KALAHAR, KORY G	07/27/2016	441.20
585251	KELLER SUPPLY COMPANY	07/27/2016	4.76
585252	KENMORE CAMERA	07/27/2016	1,717.55
585253	KOSKI, ROD D	07/27/2016	6.49
585254	KUBISTA, JENNIFER	07/27/2016	1,312.00
585255	KWLN LA NUEVA/ALPHA MEDIA	07/27/2016	200.00
585256	LEAVENWORTH PEST CONTROL	07/27/2016	271.00
585257	LEAVITT, JEFFREY SCOTT	07/27/2016	587.50
585258	LIQUIDS POWDERS & MACHINES	07/27/2016	101.43
585259	LOCAL TEL COMMUNICATIONS	07/27/2016	15,554.44
585260	LOWES HOME IMPROVEMENT	07/27/2016	386.22
585261	MADLAND, MARY	07/27/2016	208.33
585262	MARSHALL, MAXINE LOU	07/27/2016	233.12
585263	MELOY, MARK	07/27/2016	19.12
585264	MIER, DOREEN	07/27/2016	49.99
585265	MONTALVO, PATRICIA	07/27/2016	244.56
585266	MOTOR MART	07/27/2016	563.68
585267	NASCO	07/27/2016	648.39
585268	NCS PEARSON, INC	07/27/2016	3,150.00
585269	NEOFUNDS BY NEOPOST	07/27/2016	2,000.00
585270	NETCHEMIA LLC	07/27/2016	5,166.32

Check Nbr	Vendor Name	Check Date	Check Amount
585271	NETZ, JENNIFER	07/27/2016	160.00
585272	NW TEXTBOOK DEPOSITORY	07/27/2016	1,423.05
585273	NW VITAL RECORDS CTR INC	07/27/2016	220.00
585274	O'REILLY AUTOMOTIVE STORES	07/27/2016	145.67
585275	OBERMEYER, COURTNEY C	07/27/2016	37.93
585276	OCHOA, WILBERT G	07/27/2016	160.00
585277	OFFICE DEPOT	07/27/2016	6,253.36
585278	ORRCO	07/27/2016	175.00
585279	PACIFIC ENGINEERING & DESIGN	07/27/2016	645.50
585280	PACIFIC SECURITY	07/27/2016	4,340.00
585281	PERKINS, DAVID D	07/27/2016	412.44
585282	PLATT ELECTRICAL SUPPLY	07/27/2016	735.76
585283	POLAR PRODUCTS, INC	07/27/2016	369.50
585284	PRO BUILD CO., LLC	07/27/2016	25.86
585285	PUD NO 1 OF CHELAN COUNTY	07/27/2016	44,555.33
585286	QMS	07/27/2016	414.49
585287	RICHLAND SCHOOL DISTRICT	07/27/2016	809.95
585288	RICHMOND, DEREK EDWARD	07/27/2016	355.00
585289	RICOH USA, INC.	07/27/2016	757.47
585290	RICOH USA, INC	07/27/2016	5,144.92
585291	S & W IRRIGATION SUPPLY	07/27/2016	182.85
585292	SANCHEZ, ROXANA	07/27/2016	15.00
585293	SCHAFFER-CLOKE, DANIELLE K	07/27/2016	384.98
585294	SHIPOWICK-SMITH COUNSELING	07/27/2016	208.33
585295	SHORT, CHERYL	07/27/2016	208.33
585296	SIX ROBBLEES INC	07/27/2016	233.54
585297	SKILLSOURCE	07/27/2016	19,683.30
585298	SMIDDY, BRITTANIE J	07/27/2016	12.50
585299	SMITH, JODI	07/27/2016	416.20
585300	ST OF WA DEPT OF REVENUE	07/27/2016	2,014.60
585301	STANDARD PAINT	07/27/2016	64.87
585302	STANS MERRY MART	07/27/2016	538.08
585303	STANSBERRY, GRAHAM M	07/27/2016	160.00
585304	STAR RENTALS INC	07/27/2016	1,080.53
585305	STERICYCLE COMM SOLUTIONS	07/27/2016	84.20
585306	STUMPF FARMS INC.	07/27/2016	1,163.78
585307	SWEENEY, CAMILLA	07/27/2016	7.50
585308	SYLVIA'S SWIMWEAR INC	07/27/2016	1,032.96
585309	THRIFTY SUPPLY CO	07/27/2016	634.48
585310	TOLEDO, NOEL A	07/27/2016	20.63
585311	TROXELL COMMUNICATIONS	07/27/2016	9,263.02
585312	TURNITIN, LLC	07/27/2016	8,518.98
585313	UPS	07/27/2016	275.91
585314	US BANK CORPORATE PAYMENT SYST	07/27/2016	54,795.63
585315	VASQUEZ, DAVID	07/27/2016	160.00
585316	WASTE MANAGEMENT	07/27/2016	11,374.44
585317	WEINSTEIN BEVERAGE CO	07/27/2016	56.00
585318	WEN VALLEY CHAMBER OF COMMERCE	07/27/2016	550.00
585319	WVC	07/27/2016	297,788.65
585320	ALLANA BUICK & BERS INC	07/27/2016	5,731.25

Check Nbr	Vendor Name	Check Date	Check Amount
585321	CASCADE QUALITY WATER CENTER	07/27/2016	73.15
585322	FORSGREN ASSOCIATES	07/27/2016	1,802.00
585323	FOUNDATION FITNESS	07/27/2016	2,121.65
585324	FULCRUM ENV. CONSULT, INC	07/27/2016	5,852.30
585325	HILL INTL INC	07/27/2016	15,317.20
585326	INSTA STOR INC	07/27/2016	233.06
585327	LYDIG CONSTRUCTION INC	07/27/2016	1,265,792.56
585328	MENG ANALYSIS	07/27/2016	745.35
585329	MICRO COMPUTER SYSTEMS	07/27/2016	54,987.24
585330	PC & MACEXCHANGE	07/27/2016	11,772.85
585331	PUD NO 1 OF CHELAN COUNTY	07/27/2016	47,358.00
585332	SMITH EXCAVATION INC	07/27/2016	142,760.81
585333	SUPPLYWORKS	07/27/2016	712.06
585334	TCF ARCHITECTURE PLLC	07/27/2016	50,500.12
585335	US BANK CORPORATE PAYMENT SYST	07/27/2016	594.86
585336	WEST COAST PAPER CO	07/27/2016	1,082.43
585337	WSD ADMIN IMPREST	07/27/2016	4,218.83
585338	COSTCO HOUSEHOLD BANK FSB DO	07/27/2016	1,239.56
585339	GPA EMBROIDERY INC	07/27/2016	35.77
585340	KIMMEL ATHLETIC SUPPLY	07/27/2016	339.01
585341	M F ATHLETIC CO	07/27/2016	395.94
585342	NW SILK SCREEN & EMBROIDERY LL	07/27/2016	246.72
585343	NWRTC	07/27/2016	5,475.00
585344	UPS STORE #2369	07/27/2016	15.67
585345	US BANK CORPORATE PAYMENT SYST	07/27/2016	4,893.55
585346	VARSITY SPIRIT FASHIONS	07/27/2016	8,208.61

159 Computer Check(s) For a Total of 2,279,772.83

	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
	159	Computer	Checks For a Total of	2,279,772.83
Total For	159	Manual, Wire Tran, ACH & Computer	Checks	2,279,772.83
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	2,279,772.83

## FUND SUMMARY

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-848.68	0.00	648,115.96	647,267.28
20	Capital Projects	-988.92	0.00	1,612,644.64	1,611,655.72
40	Associated Stude	-96.58	0.00	20,946.41	20,849.83



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 585354 through 585496 totaling \$425,332.41

Capital Projects Fund

Check number 585497 through 585515 totaling \$2,830,994.74

Associated Student Body Fund

Check number 585516 through 585536 totaling \$17,272.21

Transportation Vehicle Fund

Check number 585537 totaling \$147,488.66

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

Certification:

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

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Signature of Auditing Officer

Date

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

As of August 9, 2016, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$3,421,088.02. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 585354 through 585537, totaling \$3,421,088.02

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

Check Nbr	Vendor Name	Check Date	Check Amount
585354	95 PERCENT GROUP INC	08/10/2016	101.17
585355	A CAB N COURIER	08/10/2016	45.00
585356	ABSCO SOLUTION	08/10/2016	1,680.20
585357	ACADEMIC ASSOCIATES LEARNING	08/10/2016	405.00
585358	ACCU TECH	08/10/2016	8,225.89
585359	ALLIED 100 LLC	08/10/2016	92.93
585360	APPLE COMPUTER INC	08/10/2016	588.56
585361	APPLE LAND PEST CONT HOME INS	08/10/2016	243.85
585362	ARTIS	08/10/2016	1,100.00
585363	AVID CENTER	08/10/2016	653.40
585364	BARNES & NOBLE	08/10/2016	747.53
585365	BERGER, THERESA	08/10/2016	47.14
585366	BOLZ, ERICH	08/10/2016	800.00
585367	BROWN, TAUNYA C	08/10/2016	1,100.00
585368	BRYSON SALES & SERVICE	08/10/2016	363.41
585369	BUCHOLZ, JACOB R	08/10/2016	2,044.29
585370	BURROWS TRACTOR INC	08/10/2016	537.94
585371	CASCADE NATURAL GAS CORP	08/10/2016	1,114.39
585372	CASCADE QUALITY WATER CENTER	08/10/2016	9.50
585373	CASCADE CHRISTIAN ACADEMY	08/10/2016	100.00
585374	CENT WA TITLE SERVICE INC	08/10/2016	65.84
585375	CITY TREASURER	08/10/2016	19,373.59
585376	CLARK SECURITY PRODUCTS	08/10/2016	2,393.47
585377	COLUMBIA PAINT CO	08/10/2016	464.95
585378	COMMERCIAL TIRE	08/10/2016	2,964.44
585379	CONFLUENCE TECHNOLOGY CENTER	08/10/2016	2,065.75
585380	CONSOLIDATED ELECTRICAL DISTRI	08/10/2016	40,631.92
585381	CONSOLIDATED SUPPLY CO	08/10/2016	25.99
585382	CRAIL, HEATHER DAWN	08/10/2016	1,214.00
585383	CTS CASH OFFICE	08/10/2016	4,528.60
585384	CUMMINS INC	08/10/2016	1,991.60
585385	DEMPSEY, JANELL MARIA	08/10/2016	54.00
585386	DON SANGSTER MOTORS INC	08/10/2016	141.90



Check Nbr	Vendor Name	Check Date	Check Amount
585387	ESTEP, ABBIE M	08/10/2016	250.00
585388	FASTENAL COMPANY	08/10/2016	14.74
585389	FLONES, BRIAN L	08/10/2016	1,675.83
585390	FOLLETT SCHOOL SOLUTIONS, INC	08/10/2016	5,080.28
585391	FOOD SERVICE OF AMERICA	08/10/2016	2,727.67
585392	FRANZ FAMILY BAKERIES	08/10/2016	311.98
585393	GO USA	08/10/2016	5,361.13
585394	GOOD SAMARITAN FIRST AID	08/10/2016	85.00
585395	GOVEIA, MARK EVAN	08/10/2016	2,338.19
585396	H D FOWLER	08/10/2016	1,289.00
585397	HAGLUND, DIANA JO	08/10/2016	626.51
585398	HAGLUNDS TROPHIES	08/10/2016	247.49
585399	HANSEN, AARON A	08/10/2016	31.44
585400	HAVEN, LEANN SUE	08/10/2016	250.00
585401	HEALTH CARE AUTHORITY	08/10/2016	6,826.27
585402	HELFRICH, JOHN	08/10/2016	43.79
585403	HELM, GRACIE	08/10/2016	1,849.58
585404	HELM, MARK A	08/10/2016	225.53
585405	HILDEBRAND CONSTRUCTION INC	08/10/2016	3,687.50
585406	HILL, JANET R	08/10/2016	330.39
585407	HIMS INC	08/10/2016	2,825.00
585408	HOME DEPOT	08/10/2016	306.77
585409	ICICLE BROADCASTING INC	08/10/2016	100.00
585410	INLAND PIPE AND SUPPLY	08/10/2016	452.31
585411	JARVIS, OLIVA	08/10/2016	105.00
585412	JERRYS AUTO SUPPLY	08/10/2016	1,895.14
585413	JOHNSON GAUKROGER SMITH &	08/10/2016	12,000.00
585414	KALAHAR, KORY G	08/10/2016	1,760.37
585415	KING, ANDREW RAY	08/10/2016	12.00
585416	LINK TRANSPORTATION	08/10/2016	90.00
585417	LIQUIDS POWDERS & MACHINES	08/10/2016	54.85
585418	LOPEZ, ALFONSO C	08/10/2016	2,000.00
585419	LOWES HOME IMPROVEMENT	08/10/2016	387.70
585420	MACKIN LIBRARY MEDIA	08/10/2016	6,440.76
585421	MAILFINANCE, INC	08/10/2016	1,387.12
585422	MATH LEARNING CENTER	08/10/2016	11,061.08
585423	MCCORMICK, DAWN MARIE TYACKE	08/10/2016	210.00
585424	MCCOURT, HEATHER G	08/10/2016	82.00
585425	MCLESTER, DOUGLAS L	08/10/2016	42.00
585426	MICRO COMPUTER SYSTEMS	08/10/2016	5,150.32
585427	MORAN PRINTING INC	08/10/2016	370.47
585428	MOSER, DONNA M	08/10/2016	1,100.00
585429	MULTI HEALTH SYSTEMS INC	08/10/2016	81.30
585430	NASCO	08/10/2016	2,485.25
585431	NORCO INC	08/10/2016	66.07
585432	NORTH 40 PRODUCTIONS	08/10/2016	2,950.00
585433	NORTH CENTRAL ESD	08/10/2016	96,555.33
585434	NW BEARING-BDI	08/10/2016	144.95
585435	NW TEXTBOOK DEPOSITORY	08/10/2016	13,828.24
585436	NW VITAL RECORDS CTR INC	08/10/2016	20.00

Check Nbr	Vendor Name	Check Date	Check Amount
585437	OFFICE DEPOT	08/10/2016	5,978.04
585438	OROZCO BLANCO, ELIZABETH	08/10/2016	350.00
585439	OXARC	08/10/2016	612.80
585440	PACIFIC SCIENCE CENTER	08/10/2016	1,107.00
585441	PACIFIC SECURITY	08/10/2016	4,515.00
585442	PC & MACEXCHANGE	08/10/2016	73.00
585443	PEPIN, RICK	08/10/2016	30.00
585444	PERMA BOUND	08/10/2016	701.13
585445	PFLUG-TILTON, CORINNE	08/10/2016	3,841.32
585446	PLATT ELECTRICAL SUPPLY	08/10/2016	1,970.32
585447	POLTZ FIRE PROTECTION	08/10/2016	39.41
585448	PUD NO 1 OF CHELAN COUNTY	08/10/2016	11,679.33
585449	PURE COUNTRY PORK MKTS	08/10/2016	2,729.34
585450	PYBUS PUBLIC MARKET	08/10/2016	300.00
585451	REALLY GOOD STUFF	08/10/2016	22.39
585452	RED LION	08/10/2016	801.66
585453	REID, MARCIA A	08/10/2016	15.36
585454	RICOH USA, INC.	08/10/2016	13,757.50
585455	S & W IRRIGATION SUPPLY	08/10/2016	134.90
585456	SAFEWAY INC	08/10/2016	13.68
585457	SCHETKY NORTHWEST SALES	08/10/2016	854.19
585458	SCHOENGARTH, DACIA M	08/10/2016	16.00
585459	SCHOONOVER, JEFFREY K	08/10/2016	90.00
585460	SCHOOL ART MATERIALS	08/10/2016	5,422.46
585461	SCHOOLS INSURANCE ASSOC OF WA	08/10/2016	59.50
585462	SELLERS, KEVIN M	08/10/2016	10.00
585463	SETC	08/10/2016	1,200.00
585464	SHAR PRODUCTS	08/10/2016	34.98
585465	SIMANSON, GREG	08/10/2016	328.50
585466	SIX ROBBLEES INC	08/10/2016	462.38
585467	SMITH, JODI	08/10/2016	4,204.98
585468	SNAP ON INDUSTRIAL	08/10/2016	4,330.58
585469	SPOKANE SCHOOL DISTRICT #81	08/10/2016	2,500.00
585470	STANDARD PAINT	08/10/2016	71.58
585471	STANS MERRY MART	08/10/2016	136.82
585472	STAR RENTALS INC	08/10/2016	115.88
585473	SUPPLYWORKS	08/10/2016	2,826.20
585474	TACONY CORPORATION	08/10/2016	1,671.25
585475	THINKWRITE TECHNOLOGIES LLC	08/10/2016	890.43
585476	THOMPSON, MICHAEL GREGORY	08/10/2016	1,968.45
585477	THRIFTY SUPPLY CO	08/10/2016	575.75
585478	THYSSENKRUPP ELEVATOR INC	08/10/2016	662.29
585479	TROXELL COMMUNICATIONS	08/10/2016	26,574.21
585480	VALLEY TRACTOR	08/10/2016	89.49
585481	VANDERVORT, LESLEY S	08/10/2016	1,364.75
585482	VERIZON WIRELESS	08/10/2016	502.90
585483	VITA GREEN, LLC	08/10/2016	101.63
585484	VIVANCO, MATILDE	08/10/2016	250.00
585485	WA ST CTR CHILD/DEAF/HEAR LOSS	08/10/2016	595.00
585486	WA-ACTE	08/10/2016	465.00

Check Nbr	Vendor Name	Check Date	Check Amount
585487	WALTERS, KAREN	08/10/2016	30.00
585488	WASTE MANAGEMENT	08/10/2016	6,947.80
585489	WEINSTEIN BEVERAGE CO	08/10/2016	57.26
585490	WEN PETROLEUM CO	08/10/2016	4,711.39
585491	WEN SMART CHOICE P S TIRE FACT	08/10/2016	925.80
585492	WEN VALLEY CHAMBER OF COMMERCE	08/10/2016	162.00
585493	WEN VALLEY HOSPITAL	08/10/2016	1,425.76
585494	WEN WORLD	08/10/2016	6,259.40
585495	WILBUR ELLIS COMPANY LLC	08/10/2016	2,093.02
585496	WOODLAND PARK ZOOLOGICAL SOCIE	08/10/2016	2,540.00
585497	BUSINESS INTERIORS OF IDAHO	08/10/2016	64,798.02
585498	CASCADE QUALITY WATER CENTER	08/10/2016	28.03
585499	CITY OF WENATCHEE	08/10/2016	4,148.83
585500	COMMUNITY GLASS	08/10/2016	2,032.50
585501	FORSGREN ASSOCIATES	08/10/2016	928.00
585502	FORTE ARCHITECTS INC	08/10/2016	34,765.60
585503	FULCRUM ENV. CONSULT, INC	08/10/2016	8,002.77
585504	HILL INTL INC	08/10/2016	45,140.29
585505	INLAND PIPE AND SUPPLY	08/10/2016	1,707.48
585506	KING COUNTY DIRECTORS ASSN	08/10/2016	5,428.25
585507	LOCAL TEL COMMUNICATIONS	08/10/2016	30,141.00
585508	MICRO COMPUTER SYSTEMS	08/10/2016	33,742.17
585509	TROXELL COMMUNICATIONS	08/10/2016	2,531.88
585510	WEN WORLD	08/10/2016	534.76
585511	WEST COAST PAPER CO	08/10/2016	2,032.50
585512	WLK JOINT VENTURE	08/10/2016	2,472,104.27
585513	WSD	08/10/2016	819.38
585514	WSD A/R	08/10/2016	117,960.18
585515	WSD ADMIN IMPREST	08/10/2016	4,148.83
585516	ESPINOZA, CHRISTIAN	08/10/2016	40.00
585517	HAGLUNDS TROPHIES	08/10/2016	184.01
585518	INTOUCH RECEIPTING	08/10/2016	635.91
585519	KIMMEL ATHLETIC SUPPLY	08/10/2016	1,497.85
585520	MCLEAN, EMILY	08/10/2016	37.11
585521	MONUMENTAL MEMORIES, LLC	08/10/2016	1,133.00
585522	PIONEER MIDDLE SCHOOL	08/10/2016	546.50
585523	R & H THEATRICALS	08/10/2016	5,711.20
585524	SCHOOL NEWSPAPERS ON LINE	08/10/2016	199.70
585525	SHILO INN	08/10/2016	241.36
585526	SUPER 8	08/10/2016	99.43
585527	TUCKER, THOMAS BOYNTON	08/10/2016	40.00
585528	UNIVERSITY OF PUGET SOUND	08/10/2016	1,500.00
585529	UPS STORE #2369	08/10/2016	56.42
585530	WEN WORLD	08/10/2016	1,132.78
585531	WHS ASB IMPREST	08/10/2016	488.00
585532	WHS ASB ADVANCE TRAVEL	08/10/2016	76.00
585533	WJEA	08/10/2016	1,400.00
585534	WSD	08/10/2016	1,652.94
585535	WSD FOOD SERVICES CATERING	08/10/2016	100.00
585536	WSU - FINANCIAL AID	08/10/2016	500.00

Check Nbr	Vendor Name	Check Date	Check Amount
585537	BRYSON SALES & SERVICE	08/10/2016	147,488.66
184	Computer	Check(s) For a Total of	3,421,088.02

	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
	184	Computer	Checks For a Total of	3,421,088.02
Total For	184	Manual, Wire Tran, ACH & Computer	Checks	3,421,088.02
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	3,421,088.02

## FUND SUMMARY


Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-423.04	0.00	425,755.45	425,332.41
20	Capital Projects	0.00	0.00	2,830,994.74	2,830,994.74
40	Associated Stude	0.00	0.00	17,272.21	17,272.21
90	Transportation V	0.00	0.00	147,488.66	147,488.66

## August 9, 2016 Board Meeting

### Submission Summary Form for District Contracts

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

Date	New or Renewal or Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
07/21/16	New	No	Ricoh, USA, Inc	60 month lease for 2 copiers for M&O	\$395.66/Mo	9/1/16 - 9/1/21	Karen Walters	Yes	Yes
					<b>Budget Code</b>				
					9700-61-7073-000				
06/30/16	Renewal	No	KWCC-LP	Broadcast Athletic events on channel 12	N/A	Fall Sports Season	Jim Beeson	Yes	No
					<b>Budget Code</b>				
					N/A				
07/22/16	Renewal	No	Chelan County Juvenile Detention Center	Continued Partnership between WSD & JDC	N/A	Aug 2016 until cancelled	Kory Kalahar	Yes	No
					<b>Budget Code</b>				
					N/A				
07/21/16	Renewal	No	Eastern Washington University	College in the High School (German & Spanish)	N/A	2016-2017 School Year	Ricardo Iniguez	Yes	No
					<b>Budget Code</b>				
					N/A				
07/19/16	Renewal	No	LocalTel Communications	WHS PRI Telecommunications	\$519/Mo	6/16/16 - 6/15/19	Dave Yancey	Yes	No
					<b>Budget Code</b>				
					9700-65-7016-000				
07/17/16	New	No	Center for Educational Leadership	Professional Development Activities for OMS, PIO ELA	\$18,480	9/1/16 - 2/1/17	Rob Cline	Yes	Yes
					<b>Budget Code</b>				
					Focus Schools				
06/29/16	Renewal	No	WHS ASB Panther Booster Club	Concessions Agreement	N/A	2016-2017 School Year	Jim Beeson	Yes	No
					<b>Budget Code</b>				
					N/A				
04/18/16	New	No	Total Care, Inc.	Skilled nursing care for medically challenged student	\$60.00 per Hr 7 hours day	2016-2017 School Year	Trisha Craig	Yes	Yes
					<b>Budget Code</b>				
					2100-26-7000-000				

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
08/03/16	Revision	Wenatchee Chamber of Commerce	Business Summit Facilitation	\$13,500	Upon Approval to March 17, 2017	<u>Dennis Conger</u>			This is decided at the district office.
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.			
				Perkins Grant		Initial <u>DC</u> Date <u>8-3-16</u>			




**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?
07/21/16	New	Ricoh USA, Inc	60 Month lease for 2 copiers for M&O (upgrade to color and new equipment for wide-format printing)	\$395.66 / month plus per "click" and toner as needed  Budget Code  9700 61 7073 000	Sept , 2016 - Sept 1, 2021	<u>Karen Walters</u>  I have read this contract and recommend it for board approval.  Initial _____  Date _____		Yes	This is decided at the district office.

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

Agency Name Ricoh, USA Inc  
 Attention: Chet Hutchins  
 Street address or PO Box 224 Methow Street  
 City, State, Zip Code Wenatchee, WA 98801  
 Email Address chet.hutchins@ricoh-usa.com  
 Phone Number 509-293-3496 / fax 509-667-8403

**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? \_\_\_\_\_

MEMORANDUM of UNDERSTANDING  
BETWEEN  
Wenatchee School District AND Ricoh USA, Inc.

SUBJECT: 2 Ricoh copiers for use at Maintenance & Operations facility to upgrade one existing machine from black & white to color, and new equipment for wide format printing.

1. Purpose: Lease for copier equipment.
2. Reference: Pricing and terms are outlined in NASPO ValuePoint Master Agreement Contract resulting from RFP #3091 and Washington Contract # 05214.
3. Contract period: September 1, 2016 – September 1, 2021
4. Monetary and performance terms: 60 month lease payment of \$395.66 per month. MPC4504 has additional charge of .0082 per click for black and .05 per click for color. Includes all service, parts and supplies. MPCW2200 has per sq ft charge of .04 for black and .06 for color; includes all parts and labor. Black Toner is \$ 112 /crtg and color toner is \$ 56 / crtg.
5. This MOU shall be effective upon the signature of Wenatchee School District and Ricoh USA, Inc. officials. It shall be in force from September 1, 2016 – September 1, 2021. Both parties indicate agreement with this MOU by their signatures.

Wenatchee School District #246

Ricoh USA, Inc.

\_\_\_\_\_  
Authorized Signer


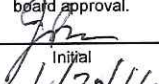
\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Please submit this form with your **unsigned** contract to Les Vandervort for approval at least two weeks before the scheduled School Board meeting. Upon approval, Les will submit the contract to the Superintendent's office, where it will be included on the agenda for School Board approval. **All contracts require school board approval.** The **only** authorized signatures on a contract are Brian 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?
06/30/16	Renewal	KWCC-LP	Broadcast athletic events on channel 12	N/A	Fall Sports Season	<u>Jim Beeson</u>		No
				Budget Code		I have read this contract and recommend it for board approval.		
				N/A		 Initial		
						<u>4/30/16</u> Date		

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

Agency Name KWCC-LP  
 Attention: Kelly Hart, General Manager  
 Street address or PO Box 205 1st Street  
 City, State, Zip Code Wenatchee, Wa 98801  
 Email Address \_\_\_\_\_  
 Phone Number 509-888-9242

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

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

The contract is for the company to broadcast our fall sports on Channel 12.



## HIGH SCHOOL SPORTS BROADCAST AGREEMENT

This High School Sports Broadcast Agreement (the "Agreement") is entered into this day of \_\_\_\_\_, 2016, by and between SolelyOn Broadcasting, a Washington corporation, and the Wenatchee School District No. 246 (the "District"), a municipal corporation.

### RECITALS

WHEREAS, SolelyOn Broadcasting desires to broadcast 2016/2017 Wenatchee High School varsity home sports events (hereinafter referred to as "athletic event").

WHEREAS, the District agrees to allow SolelyOn Broadcasting to broadcast each athletic event.

WHEREAS, by this Agreement the parties intend to establish the terms and conditions associated with the broadcast rights pertaining to the broadcast of each athletic event.

Now, therefore, in consideration of the mutual promises set forth herein and other valuable non-monetary consideration, the parties hereto agree as follows:

### AGREEMENT

1. Broadcast License. The District grants to SolelyOn Broadcasting, during the term of this Agreement, a limited license, for the purpose of broadcasting on television and the internet (collectively referred to as "broadcast"), the District's athletic events. The broadcast of athletic events shall exclusively occur on a SolelyOn Broadcasting "Designated Channel(s)", as described on Exhibit "A", which is attached hereto and incorporated by reference. Audio for the broadcast is provided to SolelyOn Broadcasting on a simulcast basis from Icicle Broadcasting, Inc. ("IBC") and SolelyOn Broadcasting must separately negotiate with IBC for an audio license or right. The District is not responsible for providing any audio broadcast, nor does this Agreement allow SolelyOn Broadcasting any audio licenses or rights. The broadcast license granted under this Agreement is subject to all of the other terms and conditions of this Agreement, including the following:

a. SolelyOn Broadcasting agrees that it shall timely broadcast on the Designated Channel each athletic event stated herein, unless otherwise expressly agreed by the parties, on a live, immediate or pre-recorded basis. SolelyOn Broadcasting shall be able to rebroadcast an athletic event. For any rebroadcast of an athletic event, SolelyOn Broadcasting shall comply with all duties, obligations, and requirements as stated in this Agreement for the original broadcast of the athletic event.

b. SolelyOn Broadcasting shall make accurate and professional accounts of each athletic event. SolelyOn Broadcasting shall use good judgment in providing an objective, fair, and professional presentation of each athletic event it broadcasts.

c. Unless the District notifies SolelyOn Broadcasting otherwise, SolelyOn Broadcasting is granted a limited license to use Wenatchee High School logos and trademarks for use of program promotion associated with broadcasting each athletic event.

d. The District hereby reserves all other rights and interests in and to the broadcast of each athletic event not expressly licensed to SolelyOn Broadcasting by the District.

e. SolelyOn Broadcasting will retain full control of the broadcast content of each athletic event and is responsible for supplying staff and equipment necessary to broadcast each athletic event. SolelyOn Broadcasting shall also be responsible for any and all expenses incidental to or associated with the broadcast of each athletic event governed by this Agreement.

f. SolelyOn Broadcasting retains exclusivity of broadcasting regular season home athletic events. For purposes of this Agreement the "regular season" is defined as the first game against an opponent of a different school or district, for each athletic event described herein that counts toward the Columbia Big Nine League standings, through the last game prior to any post-season play for purposes of competing for a tournament or a championship, and "home" is defined as those athletic events occurring within the District.

2. WIAA Rules. SolelyOn Broadcasting shall comply with the Columbia Basin Big Nine League Bylaws and the Washington Interscholastic Activities Association Rules and Regulations for the broadcasting and advertisement of any athletic event.

3. Broadcast Advertisement. Advertisements during television broadcasts shall be separate from any audio broadcast advertisement that may be provided by an entity not a party to this Agreement, including but not limited to IBC. SolelyOn Broadcasting shall comply with the Columbia Basin Big Nine League Bylaws, and any guidelines stated therein, and the Washington Interscholastic Activities Association Rules and Regulations for any advertisements played immediately preceding, during or immediately after the broadcasting of any athletic event. SolelyOn Broadcasting shall retain ownership of SolelyOn Broadcasting produced programming connected with its broadcast of each athletic event, which may include advertising within the scope of the program with all advertising revenue sold by SolelyOn Broadcasting employees and agents. Advertisements for alcohol, tobacco, drugs of any kind, gambling of any kind, or advocacy for any political parties or candidates are prohibited. There shall be no announcements or advertisements contrary to the mission and goals of the District and the Wenatchee High School, as determined by the District in its sole discretion.

4. Promotions. SolelyOn Broadcasting shall broadcast a minimum of ten (10) announcements promoting the broadcast of athletic event. Such announcements shall be broadcast the week preceding the day of the athletic event in an effort to publicize the athletic event to the public. The District shall receive a minimum of four (4) thirty-second avails (i.e. commercials) during



each broadcast of an athletic event for the purpose of promoting the District and its programs. The District may, in its sole discretion, enlist the services of a third party to produce the avails herein permitted; however, the District shall be responsible for all costs associated therewith. The District further agrees to permit SolelyOn Broadcasting to broadcast two (2) thirty-second avails for the Wenatchee Panther Booster Club during the broadcast of each athletic event. All avails and promotions broadcasted hereunder shall comply with the Washington Interscholastic Activities Association Rules and Regulations and the Columbia Basin Big Nine League Bylaws.

5. Media Passes. No media pass or badge shall be required by SolelyOn Broadcasting for the purpose of broadcasting an athletic event. SolelyOn Broadcasting, however, is limited to the admittance of a maximum of five employees or agents to each athletic event for purposes of broadcasting the athletic event. SolelyOn Broadcasting, its employees, and agents shall not have access to the locker rooms of the player's participation in any athletic event. SolelyOn Broadcasting employees or agents who are involved in broadcasting the athletic event shall not be required to pay to attend the event when the athletic event is located within the District and in particular at Wenatchee High School.

6. Release. SolelyOn Broadcasting releases and holds harmless the District, its representatives, servants, and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of any federal, state or local laws, ordinances, statutes, or regulations, associated with SolelyOn Broadcasting programming related to or connected with the broadcast of each athletic event ("Release"). This Release survives termination of this Agreement.

7. Compensation and Fees. The District and SolelyOn Broadcasting have agreed that there shall be no monetary compensation for the broadcast rights as herein stated. However, the District and SolelyOn Broadcasting mutually acknowledge that each party benefits from the relationship created under this Agreement.

8. Term. This Agreement will terminate at the end of the regular season for Wenatchee High School varsity male and female sports for the 2016/2017 school year. The agreement shall be effective on the date set forth on page one of this Agreement. Either party may terminate this Agreement, without cause, by providing thirty (30) days written notice to the other party.

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

To the District: Jon DeJong  
Deputy Superintendent  
235 Sunset Avenue  
Wenatchee, WA 98801

To SolelyOn Broadcasting: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Modification. This Agreement sets forth all of the terms of the Agreement reached between the parties hereto. There are no other agreements that effect or modify this Agreement. Any modifications to this Agreement shall be in writing and signed by the parties.

11. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. If any action is filed in a court of law in connection with this Agreement, venue shall be in Chelan County, Washington.

12. Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

13. Authority to Sign. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

14. Recitals. The recitals are incorporated into this Agreement by reference and shall be part of this Agreement.

Wenatchee School District No. 246

SOLELYON  
BROADCASTING d/b/a  
SolelyOn Broadcasting  
Communications

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

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

JON DeJONG  
Deputy Superintendent

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



From: **Dan Kuntz** dan@ncwlife.com   
Subject: Proposed Autumn Broadcast Schedule  
Date: June 27, 2016 at 7:20 PM  
To: Jim Beeson beeson.j@wenatcheeschools.org, watermanr@eastmont206.org  
Cc: Kelly D. Hart kelly@ncwlife.com, Gabriel Parmley GabrielP@localtel.net, dkuntz@nwi.net



Attached are the games and the format that the NCW Life channel proposes to broadcast this fall. We will endeavor to broadcast live as many girls sports involving both schools as possible, taking into account that live broadcasts are labor intensive for the station and that experts in their sporting field need to be employed.

We believe that title IX considerations are met in that girls sports will be broadcast in "prime time" as equally as possible as football will be.

In addition, NCW Life Channel will provide the following three items:

- 1) We will purchase an advertisement in each schools fall sports program promoting our station.
- 2) Each school will get a :30 PSA promoting their school for air on every broadcast. The students will produce the PSA with technical assistance from NCW Life Channel.
- 3) The NCW Life Channel will team with a sponsor and name a "Player Of The Game" at the conclusion of each broadcast and will donate a minimum of \$10 to each schools booster club in that player's name. That player will be awarded a certificate or plaque from said participating sponsor. The amount may be more depending on the sponsorship. On broadcasts when WHS & EHS play each other, BOTH schools will receive the minimum \$10 donation.

Substantial investment in the broadcasting infrastructure of all the facilities will be undertaken by our parent company to ensure a professional, high-definition presentation. Additional consideration regarding that fact when we finalize this proposal is appreciated.

Since the Wenatchee School District has an existing broadcasting contract with Icube Broadcasting, the NCW Life Channel will use the broadcasters provided by them for television broadcasts for the football and basketball games for the upcoming year. On broadcasts featuring only Eastmont, the NCW Life Channel will provide the broadcasters at our discretion.

Please review and forward any comments or concerns to me.

Thanks - Dan



WHS-EHS Broadcast  
Schedule.rtf



WHS-EHS Girls  
Broadcast Schedule.rtf

MASTER NCW LIFE TV SCHEDULE - FOOTBALL - WENATCHEE/EASTMONT

Revised 06/14/2016, all times 7PM

Friday, September 9	Richland @ WHS	LIVE
Friday, September 16	Mt. Spokane @ EHS	LIVE
Saturday, September 17	Kelowna @ WHS	LIVE
Friday, September 23	NO HOME GAMES	
Friday, September 30	NO HOME GAMES	
Friday, October 7	Ike @ WHS	TAPE
	Sandpoint @ EHS	LIVE
Friday, October 14	Davis @ WHS	LIVE
Saturday, October 22	Davis @ EHS	LIVE
Friday, October 28	WHS @ EHS	LIVE - Remote from 5 to 7
Friday, November 4	West Valley @ WHS	LIVE
	Sunnyside @ EHS	TAPE*

\* Playoff implications and overall performance will determine live or taped broadcast.

BREAKDOWN: WHS 4 live 1 tape, EHS 3 live 1 tape, WHS/EHS wash

## WENATCHEE/EASTMONT AUTUMN GIRLS SPORTS BROADCAST SCHEDULE

Revised 06/14/2016

Tuesday, Sep 6 Cashmere @ EHS Soccer

Thursday, Sep 8 Chelan @ WHS Volleyball

Saturday, Sep 10 EHS @ WHS Swimming

Tuesday, Sep 20 Chelan @ EHS Volleyball

Tuesday, Sep 27 WHS @ EHS Swimming

Thursday, Sep 29 EHS @ WHS Volleyball & WHS @ EHS Soccer

Tuesday, Oct 4 Cashmere @ WHS Soccer

Tuesday, Oct 25 WHS @ EHS Volleyball & EHS @ WHS Soccer


LIVE OR TAPED BROADCAST TBA.

**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?
07/22/16	Renewal	Chelan County	To continue the partnership between the School District and the county with the Juvenile Detention School	None	August 2016 through August 2017	<u>Kory Kalahar</u>	 No	No	This is decided at the district office.
				Budget Code		I have read this contract and recommend it for board approval.			
				N/A		Initial: <u>KK</u> Date: <u>7/22/16</u>			

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

Agency Name: Chelan County Juvenile Department  
 Attention: Phil Jans  
 Street address or PO Box: 316 Washington St. Suite 202  
 City, State, Zip Code: Wenatchee, WA 98801  
 Email Address: Phil.Jans@co.chelan.wa.us  
 Phone Number: 509 667-6350

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

If this is a revision, what has changed?

This is an update of the current contract as requested by the state!

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

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

Signature

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



# INTERAGENCY AGREEMENT

BETWEEN

WENATCHEE SCHOOL DISTRICT #246

and the

CHELAN COUNTY JUVENILE CENTER

This agreement is made by and between the Chelan County Juvenile Center and the Wenatchee School District #246, for the purpose of providing a school program for students incarcerated at the Chelan County Juvenile Detention Center. The educational program for juveniles in detention facilities is required by law, RCW 13.04.145, and RCW 28A.190.030 through 28A.190.060.

The purpose of this agreement is to set forth the operational framework within which the program will function, and to describe the involvement of both the Wenatchee School District #246 and the Chelan County Juvenile Center.

Now, therefore, it is mutually agreed and understood as follows:

## II. Administration

### A. Program Supervision

The overall management responsibility of the Juvenile Facility will rest with the Juvenile Court Administrator, or designee. Internal program policies will be decided in consultation with supervisory personnel from both agencies. Sufficient administrative personnel will be provided within the resources available by the participating agencies to adequately serve their respective functions.

The Superintendent of the Wenatchee School District and the Juvenile Court Administrator, or designees, shall meet as deemed appropriate, but at least on a yearly basis for the purpose of evaluating school program philosophy, establish goals, utilization of personnel, and the overall Facility Education Plan. Personnel that may contribute to the planning and/or evaluation of the Detention School Program will be utilized to the extent possible.

The Principal of WestSide High School, and the Detention Manager of the Chelan County Juvenile Center shall most often serve as designees as stated in this agreement.

The Superintendent of the Wenatchee School District will implement the educational phase of the Detention School Program.

The Superintendent and Juvenile Court Administrator shall review the contents of this Agreement each year, or more frequently should it appear desirable, and shall make such changes as deemed necessary.

## B. Roles and Responsibilities of the Detention Manager

The Detention Manager is responsible for implementing the policies of the Superintendent and Juvenile Court Administrator made within guidelines contained herein, or any other policy made by joint action of the Wenatchee School District and Chelan County Juvenile Center.

The Detention Manager shall serve as the "On Site Supervisor" for the Detention School Program. All issues in the Detention School Program shall first come through the Detention Manager for approval and/or resolution. Policies regarding the Detention School Program Facility are written by the Detention Manager for approval by the Juvenile Court Administrator. Any change in curriculum, schedule or daily practices in the Detention School Program shall be first reviewed by the Detention Manager.

The Detention Manager shall be responsible for maintaining an accurate inventory of all equipment and materials assigned to the education program.

Detention staff will select the youth who will attend school each day, pursuant to facility policies, and subject to input from school staff. The presumption shall be that all youth will participate in educational activities, unless safety or other overriding interests preclude their participation.

## II. Program Funding

### A. Budget

The financing of the Detention School Program shall be from those funds allocated to the Wenatchee School District from the Office of the Superintendent of Public Instruction (OSPI). Said monies are to be considered "pass through" money from OSPI to the Wenatchee School District for direct payment of services and equipment for the Detention School Program. No other district funds shall be required for the program. However, at the District's option, other resources may be made available to assist the educational component of the Detention School Program.

The average daily student count for budgeting purposes shall be taken on the fourth school day of September, and the first day of school for each subsequent month through July, as reported to OSPI on Form E-672.

The detention budget for the Chelan County Juvenile Center shall include a line item for "School Supplies" to purchase office supplies, materials and other equipment for use in the Detention School Program.

The Wenatchee School District may allocate funds to the District for administrative costs as allowed by OSPI.



## B. Instruction

The Wenatchee School District will provide for the educational needs of all youth detained at the Chelan County Juvenile Detention Center as determined by the Wenatchee School District, but in no event at a level of services below that which is required by law. The intent of the Wenatchee School District is to provide to the Juvenile Detention Center students a level of educational services that is generally equivalent, to the extent possible, to that which is provided to the other students of the district.

The daily school schedule will include five hours of educational course work, unless events beyond the control of the district make such schedule impossible.

The establishment, implementation, modification, and monitoring of curriculum is the responsibility of Wenatchee School District Program Staff, and shall be in accordance with established Wenatchee School District standards, and under the supervision of the Superintendent.

The Detention School Program shall include a summer program, if necessary funds are available.

## C. Property

Curriculum materials, furniture, technological equipment, and other capital expenses purchased with monies passed through the Wenatchee School District from OSPI to the Detention School Program shall remain property of the Wenatchee School District.

All property purchased by the Chelan County Juvenile Center with county funds shall remain the property of Chelan County.

# III. Personnel

## A. Employment

It shall be the responsibility of the Wenatchee School District to employ certificated and classified personnel for the Detention School Program. The juvenile court administrator or designee may be invited to participate in the interview process and related discussions whenever new program staff are hired, but will serve in an advisory role only. Authority for all hiring decisions rests exclusively with the district.

School District personnel assigned to the Detention School Program shall receive remuneration and benefits consistent with established district rates, and shall comply with policies of the Wenatchee School District. Should a district policy disrupt the Detention School Program, a written exception to that policy may be negotiated



between the Superintendent and Juvenile Court Administrator, or designees, and, if appropriate, the union representative of the affected employees.

Evaluation of Wenatchee School District employees assigned to the Detention School Program shall be in accordance with the applicable evaluation criteria and procedures of the Wenatchee School District.

#### B. Personnel Issues

Personnel problems involving Detention School Program Staff shall be resolved in accordance with Wenatchee School District policies and the collective bargaining agreements.

Disciplinary actions taken with Detention School Program Staff shall be in accordance with Wenatchee School District policies.

The Juvenile Court Administrator or designee has authority to make decisions concerning the actions of school staff to the extent reasonably necessary to maintain the safety and security of the detention facility and its occupants but cannot take disciplinary action against school employees. The Juvenile Court Administrator or designee shall report in writing any incidents or behavior that may give rise to employee discipline, along with any recommendations for disciplinary action, if warranted. All disciplinary or corrective action decisions involving school personnel remain the sole responsibility, and will be made at the discretion, of the Wenatchee School District.

### **IV. Facilities and Support Services**

#### A. Physical Plant

Chelan County will provide the physical plant necessary to house the Detention School Program, to include electricity, maintenance and cleaning of the classrooms.

#### B. Support Services

When it is possible and appears appropriate, the District may make training, technical assistance, space, materials, curriculum, furnishings and other properties available to the Detention School Program.

The Chelan County Juvenile Center shall provide program supervision and monitoring, training, technical assistance, consultation, and assistance in the classroom, as required and necessary.

### **V. Agreement**

This agreement contains the understanding between the Wenatchee School District

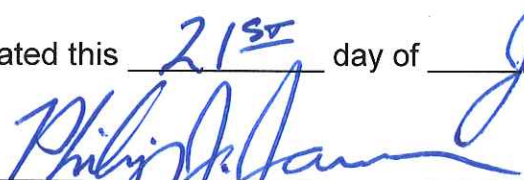
and the Chelan County Juvenile Center, and shall not be modified in any manner except in writing, and approved by both parties.

In cases of unresolved disputes in areas covered by this Agreement, the Superintendent and Juvenile Court Administrator will select a third person to form a three-person committee to resolve the dispute.

This agreement, drafted and executed in the State of Washington, shall be governed by, and enforced in accordance with, the laws of the State of Washington. If any provision of this agreement is determined to be contrary to any present or future law, the remainder of this agreement shall remain in full force and effect.

This agreement shall remain in full force and effect until August 31, 2017, to be reopened annually prior to August 31<sup>st</sup> of each year thereafter if either party wishes to amend, delete, terminate and/or change this Agreement. Otherwise, the Agreement shall continue from year to year.

Dated this 21<sup>st</sup> day of July, 2016

  
\_\_\_\_\_  
Philip J. Jens, Administrator  
Chelan County Juvenile Center

\_\_\_\_\_  
Brian Flones, Superintendent  
Wenatchee School District




## 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?
07/21/16	Renewal	Eastern Washington University	College in the High School (German & Spanish)	N/A	2016-2017	Ricardo Iñiguez		No	This is decided at the district office.
				Budget Code		I have read this contract and recommend it for board approval. R.I.			
				N/A		Initial 7/21/2016 Date			

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

Agency Name Eastern Washington University  
 Attention: Melinda Brown  
 Street address or PO Box 300 Senior Hall  
 City, State, Zip Code Cheney, WA 99004  
 Email Address mbowman4@ewu.edu  
 Phone Number 509.359.4867

**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? \_\_\_\_\_

## EWU COLLEGE IN THE HIGH SCHOOL 2016-2017 MEMORANDUM OF UNDERSTANDING

### Parties

This Memorandum of Understanding (MOU) has been developed between Eastern Washington University (hereinafter "EWU") and Wenatchee School District (hereinafter "School District") to govern our relationship in administering the College in the High School Program for the 2016-17 academic year. It is intended to define the conditions under which students may enroll in EWU courses and establish operational rules for enrollment in courses offered at high school sites.

### Purpose

The College in the High School Program operated by EWU is intended to provide access for advanced study for qualifying high school students. College in the High School is a dual credit program located at a high school in which the student is enrolled in an EWU course in accordance with RCW 28A.600.290. Students are responsible for paying tuition to EWU, as well as purchasing required textbooks and course materials. Students will receive college credit from EWU upon successful completion of a College in the High School course.

### **A. Funding and Fees**

1. Students enrolled in the courses must pay \$65 per quarter credit, unless the students' tuition costs are fully subsidized under RCW 28A.600.290(1). The School District must immediately notify EWU which students are responsible for paying tuition costs and which students' tuition costs are fully subsidized.
2. Students whose tuition is not fully subsidized must pay the required amount of tuition and fees before October 4, 2016 for fall semester, January 17, 2017 for winter trimester (if School District utilizes a trimester system) and April 10, 2017 for spring semester. Tuition will be paid directly to EWU. Students and their parents/guardians will be notified of their responsibility to pay tuition costs at the time of registering for the College in the High School course.
3. For those students whose tuition costs are subsidized under RCW 28A.600.290(1), EWU will send the School District an invoice at the end of the semester or trimester once grades have been posted. The School District shall remit one hundred percent of any allocations or subsidies it receives on behalf of its participating students to EWU as soon as possible.
4. If a student withdraws from a course on or before the 10<sup>th</sup> day of the semester, EWU will refund the tuition paid by the student. If a student remains enrolled after the 10<sup>th</sup> day, no tuition will be refunded.
5. The College in the High School Program is available during high school fall and spring semesters or fall, winter and spring trimesters. The Program is not available to students during summer. All references to a "semester" and "trimester" in this MOU refer to the School District's semester or trimester.
6. The terms of this MOU are contingent on minimum required enrollment levels for each course offered by EWU in the high school. EWU reserves the right to cancel any course due to insufficient enrollment. If a course is canceled due to insufficient enrollment, EWU will refund any tuition received from the students it may have



received for that particular section/course. EWU will not be responsible for any other costs, damages, or claims whatsoever arising from its cancellation of this MOU, including, but not limited to, payments to the School District under section F(15).

**B. Eligibility**

1. High school sophomores, juniors, and seniors are eligible for participation in College in the High School in accordance with RCW 28A.600.290(5)(f).
2. A "Quick Start" application/registration for participating students shall be submitted to enroll in EWU credit options without requiring official high school transcripts and/or SAT/ACT scores. Before admitting a student, EWU will make a determination of whether the student meets its requirements and whether the student is competent to profit from the university level courses which he/she seeks to enroll in. Some individual courses have mandatory pre-requisites a student must have successfully passed to be eligible for that specific course. Pre-requisites are listed in EWU's course catalog. EWU will determine whether a student has met the necessary pre-requisites for an individual course.

**C. Credits**

1. The School District shall establish on a course by course basis the amount of high school required or elective credit, or combination thereof, that shall be awarded for each EWU course successfully completed by the student based upon the conversion rate set forth in WAC 180-51-050(2): one high school credit (Carnegie Unit) is the equivalent of five EWU quarter credits of course work that generally is designated 100 level or above by EWU.
2. The School District must determine how many high school credits will be awarded upon successful completion of a course. Such determination must be made in writing before the student enrolls in the course. The credits shall be applied toward graduation requirements and subject area requirements.
3. Upon successful completion of a College in the High School course, EWU will grant the enrolled student the appropriate amount of university credit. At EWU, the credit may be applied toward general education requirements or degree requirements. The university credit will have the same transferability as its equivalent course on the EWU campus.

**D. Equity/Accommodations**

1. Any ADA accommodations made for disabled students will be the obligation of the School District.
2. For students under an Individualized Education Program (IEP) that provides for participation in College in the High School, the School District which establishes the IEP will be responsible for assuring compliance with the IEP.

**E. Student Behavior**

1. The School District and EWU shall independently have and exercise exclusive jurisdiction over academic and disciplinary matters involving a student's enrollment and participation in courses, and the receipt of services and benefits from the School District or EWU.

2. Student conduct will be governed by the high school's policies and expectations as it pertains to the student's physical actions and presence in the classroom and in the school during the College in the High School course offered at the high school class period. Additionally, all College in the High School students who are currently enrolled in EWU shall be subject to EWU's Student Conduct Code, Academic Integrity Policy, and all other academic policies regarding performance, expectations, and standards. School District shall be liable for all liabilities arising out of this Agreement or the provision of instructional activities on the School District's premises, including, but not limited to, incidents involving student behavior.

**F. EWU Responsibilities for College in the High School Program.**

EWU or designated EWU Faculty shall be responsible for the following under the terms of this MOU:

1. Offer authorized and approved EWU courses at high school locations. Courses will be catalogued with the same departmental designations, course descriptions, numbers, titles, and credits as sections offered on campus.
2. EWU will determine the curriculum for each course. Courses must reflect EWU's pedagogical, theoretical and philosophical orientation. The curriculum will be provided to teachers at the high school locations for delivery. EWU faculty will visit the high school classes to ensure the courses offered are the same as the courses offered at EWU. College in the High School students are held to the same standards of achievement and grading standards as students enrolled in on-campus sections of the same courses.
3. Determine final teacher appointment for each course. All appointed College in the High School teachers shall be under the supervision of EWU and comply with all applicable EWU policies related to instructional and supervisory duties. New College in the High School teachers will be provided with discipline-specific training and orientation, including curriculum, assessment, pedagogy, course philosophy, and administrative responsibilities and procedures.
4. Provide a "Quick Start" application/registration for participating students to enroll in EWU credit options without requiring official high school transcripts and/or SAT/ACT scores which are needed when applying to the College in the High School on-campus program. After determining whether a student is eligible to participate, EWU will officially register the student as a nonmatriculated student.
5. Provide clear documentation of academic expectations for students enrolled in each approved course offered at the high school location. Students will be provided with a publication outlining their rights and responsibilities.
6. Student outcomes in College in the High School courses shall be set and assessed by the same standards used for the course when the course is offered on EWU's campus. The documentation will provide evidence, as delineated by the course syllabus, for College in the High School students taking college courses.
7. Coordinate team/individual meetings with School District teacher to ensure adherence to syllabi and expected rate of student progress. Meetings will be coordinated, at EWU or the high school campus, as necessary.



8. Depending on program requirements, conduct observations of School District teacher at least once per year and provide feedback on the effectiveness of the classroom experience to the School District teacher and the designated high school official.
9. If EWU determines a College in the High School teacher is not meeting its standards or has violated EWU policies or procedures, it will notify the School District within 60 days of the problem and provide a recommendation for remedying the problem. EWU and School District will work together to find a mutually agreeable resolution of any noncompliance issues.
10. Arrange to have each School District teacher evaluated at the end of each semester/trimester using the EWU student evaluation process. EWU will also conduct surveys of the participating School District teachers, instructors, principals, and guidance counselors at least once every three years, an annual survey of alumni who are one year out of high school, and a survey of alumni who are four years out of high school at least once every three years. The surveys will meet the standards required by WAC 392-725-160.
11. Solicit input from School District teachers as appropriate for development of course final exam.
12. Provide each student the opportunity to visit the EWU campus upon mutual agreement between the School District and EWU.
13. Provide each eligible student with a EWU student ID card if requested.
14. Current list of approved EWU in the High School courses can be found on the program website <http://highschool.ewu.edu>.
15. Courses, teachers and estimated enrollments will be sent to the School District for review and confirmation within thirty (30) calendar days of the beginning of the semester. Enrollment course confirmation is subject to change based on schedule fluctuation and student need. EWU will maintain documentation on students enrolled in College in the High School programs separate from other enrollment information.

Funds will be sent to the School District at the end of the grading period after the School District has remitted all of the applicable state funded subsidies and after EWU has received all of the necessary documentation. Funds will be based on the following scale, (per EWU academic quarter credit) for each approved course:

1. Funds will be provided at a rate of \$45 per student per course. The number of students in a course is calculated based on the number of students for whom the teacher submits grades at the end of the semester.

EWU is not responsible for paying any funds to the School District for any courses canceled under the terms of this MOU by EWU for insufficient enrollment.

Remit payment within 30 days of receipt of invoice or invoice date, whichever is later to:

Wenatchee School District  
235 Sunset Ave  
Wenatchee, WA 98801

16. EWU offers an annual training for all teachers teaching College in the High School courses. The training covers responsibilities under the College in the High School program, as well as discipline-specific professional development, course content, course delivery, assessment, and evaluation.
17. No later than July 1, 2017, EWU will provide an annual report to the college in the high school standards report review committee, unless EWU becomes accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP). The report should contain evidence demonstrating EWU has met the most recent NACEP student, curriculum and assessment, faculty, and evaluation standards, as well as the state required standards contained in WAC 392-725-120, -130, -140, -150, and -160.

**G. School District Responsibilities for College in the High School Program.**

School District shall be responsible for the following under this MOU:

1. Assigning qualified instructors for EWU classes. Preference is for teachers to have a Master's Degree. Teachers assigned to teach EWU classes must meet the same qualifications required for teaching the same subject matter at EWU. EWU will provide School District with a list of the qualifications required to teach each relevant discipline. A Bachelor's (or Master's Degree) in the subject taught or equivalent (for example, living or studying abroad) is required. The School District shall ensure the high school teacher provides his or her resume/vitae for consideration of teacher appointment by the appropriate EWU college department.
2. Ensure School District teacher provides resume/vitae to EWU for final appointment by EWU.
3. Obtain final approval from the respective EWU academic department of School District teacher appointment for each course.
4. Compensate the School District teacher in accordance with School District policies, procedures and the applicable School District collective bargaining agreement.
5. Supervise and evaluate School District teachers per the School District's collective bargaining agreement.
6. Ensure each appointed College in the High School teacher completes or provides the following for each approved course to receive additional compensation:
  - A. Provide a professional and prepared classroom environment.
  - B. Collect and submit to EWU student registration forms and evaluations.
  - C. Attend individual/team meetings as designated or requested by EWU including:
    1. The EWU Annual Training and Orientation regarding course curriculum, assessment criteria, pedagogy, course philosophy, and administrative responsibilities and procedures.



2. A meeting with the relevant EWU faculty liaison to review the course syllabus at the beginning of each semester.
  3. An in-service professional development during EWU faculty site visits each semester that expands the teacher's knowledge in the discipline.
- D. Allow EWU to conduct classroom observation at least once per year for each approved course.
  - E. Coordinate completion of student evaluations in accordance with the EWU student evaluation process.
  - F. Provide input to EWU faculty on the development of the course final.
  - G. Ensure students complete course requirements as indicated in the course syllabi.
  - H. Assign grades for approved courses in accordance with EWU established deadlines.
7. Respond to recommendations regarding inadequate performance as identified by EWU in accordance with the School District collective bargaining agreement.
  8. For mixed enrollment classes, maintain documentation that differentiates instruction and class requirements between high school class and approved EWU course.
  9. Remit to EWU any allocations or subsidies for eligible College in the High School enrollments as soon as possible upon receipt.
  10. Provide general information about the College in the High School program to all students in grades eight, nine, ten, eleven, and twelve and to the parents and guardians of those students.
  11. School District assumes sole responsibility for accurately reporting student enrollment to the Office of the Superintendent of Public Instruction (OSPI).
  12. Upon request, School District will provide EWU with a list of all criminal incidents occurring on School District premises for purposes of complying with federal reporting requirements.
  13. Course materials, including but not limited to textbooks for each college in the high school course, shall be the responsibility of the School District or the student. EWU will specify which materials must be used. School District or student may purchase such materials through EWU's bookstore or from another entity if they are commercially available.

**H. Term**

1. This Agreement shall commence upon full execution and continue through June 30, 2017.

2. In the event EWU's authority to perform any of its duties in this MOU is withdrawn, reduced, or limited in any way after the commencement of this MOU and prior to the end of the term, EWU may terminate this MOU at the end of fall semester by giving the School District seven (7) calendar days written notice. No penalty shall accrue to EWU nor shall the School District be entitled to any damages in the event this section is exercised.

**I. Conditions / Compliance**

1. This Agreement is intended to provide direction in the administration of the College in the High School Program for EWU and the School District. Any changes must be in writing and agreed to by all interested parties prior to any amendments.
2. Compliance with all relevant RCWs and WACs is assured by this Agreement. If either party expresses concern that a particular RCW or WAC is not being adequately addressed, EWU and School District officials will immediately address the issue and update the MOU or the addendum as necessary.
3. EWU and School District shall comply with all laws, ordinances, College in the High School RCWs and WACs and regulations of governmental bodies applicable to the program as well as applicable local policies and procedures. If any part of this Agreement conflicts with current College in the High School RCWs and WACs, the RCWs and WACs will govern the Agreement.
4. EWU shall provide a right of access to all EWU documentation as it pertains to this Agreement, to School District, its officers, agents and employees, and to any other agent or official of the federal, state or local governmental authorities, at all reasonable times, for the purpose of auditing, monitoring and/or evaluating educational performance and compliance with this Agreement.
5. The parties acknowledge that regular ongoing communication is vital to the success of the collaborative nature of this Agreement. It is understood that team meetings will be held, as needed, between School District and EWU staff to communicate issues regarding delivery of services under this Agreement.
6. Coordinator of Services. Each party hereby designates the following to be their coordinator of services under this Agreement:

EWU	School District
Melinda Bowman 300 Senior Hall Cheney, WA 99004-2442  Phone: (509) 359-4867 Email: <a href="mailto:mbowman4@ewu.edu">mbowman4@ewu.edu</a>	235 Sunset Avenue Wenatchee, WA 98801  Phone: 509-663-8161 Email:

7. Nondiscrimination/Anti-Harassment. In the performance of this Agreement, the parties assure compliance with all local, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of age, sex, marital status, race, color, creed, national origin, the presence of any sensory mental, or physical disability, or the use of a trained dog guide or



service animal by a person with a disability, sexual orientation, gender expression or gender identity, or honorably discharged veteran or military status.

8. No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the School District and EWU or the agents, officers, volunteers or employees of EWU. The officers, agents, employees or volunteers of EWU shall not be entitled to any rights or privileges of employment with School District. EWU assumes exclusive responsibility for any and all actions, rights and obligations of its officers, agents, employees or volunteers. School District employees and students do not, by this Agreement, become agents or employees of EWU. Accordingly, School District employees and its students shall not be entitled to any rights and privileges established for employees of EWU, such as vacation, sick leave with pay, paid days off, life, accident and health insurance, severance pay upon termination of this Agreement, or other collective bargaining agreement provisions.
9. Unsupervised Access to Students. Pursuant to RCW 28A.400.303, any employees of either party providing services who will have regularly scheduled unsupervised access to children pursuant to this Agreement, shall be required to have successful completion of a background record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-.834, RCW 10.97.30 & .50, and through the Federal Bureau of Investigation prior to hiring and prior to unsupervised access to children. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. Each party bears responsibility for the cost of required background checks for their respective employees.
10. Indemnification/Hold Harmless/Duty to Defend. Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.
11. Insurance. During the term of this Agreement, the School District shall maintain in force at its own expense, the following insurance:
  - A. Worker's Compensation Insurance in compliance with RCW Title 51;
  - B. General Liability Insurance on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the defense, indemnity, and hold harmless obligations provided under this Agreement;

There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from one party or its insurer(s) to the other party. If requested, each party shall furnish acceptable insurance certificates to the other. Such certificates shall include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level.

For the duration of this Agreement, it is mutually understood and agreed by each party that School District is a member of a risk management pool for schools.

EWU, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against EWU and its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein.

12. Confidentiality. Both parties acknowledge the obligations for maintaining the confidentiality of student records and access to the parents/guardian and students of such records. Parties will confer and agree to the content of any official announcements regarding this Agreement, its contents, objectives and results in accordance with the Family Education Rights and Privacy Act (FERPA).
13. College in the High School Funding. The provisions of this Agreement assume compliance with applicable laws and regulations. Conflict regarding a student's eligibility for College in the High School funding will be mutually resolved between the Parties.
14. Assignment/Binding Effect. Performance of any or all aspects of this Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.
15. Integration/Modification. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the parties. No such modification shall be valid unless the written modification is first provided via First Class Mail or personal delivery to each of the parties listed in Paragraph 6 above. Actual receipt by either party constitutes compliance with the requirement to send by First Class Mail or personal delivery.
16. Waiver of Breach/Default. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.
17. Severability. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.
18. Mandatory Dispute Resolution Procedure. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. Notwithstanding the above, if either party precludes the other from performing under this Agreement, the party that precludes the other from performance shall be prohibited from seeking or maintaining any action, claim or demand under or pertaining to this Agreement, including a demand for arbitration



and the other party shall be discharged from any further contractual duty under the Agreement.

19. **Attorneys' Fees and Costs.** In the event legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties shall be required to mediate their dispute(s) prior to legal action being commenced. After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals, as determined by the court(s). The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this paragraph, the term "action" shall be deemed to include any proceeding commenced in the bankruptcy courts of the United States.
20. **Governing Law/Venue.** The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.
21. **Authority to Sign and Obligate.** The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

**Eastern Washington University**

**Wenatchee School District**

\_\_\_\_\_  
Signature Date  
**Lindsay McKay**  
\_\_\_\_\_  
Name  
**Contracts Specialist 2**  
\_\_\_\_\_  
Title

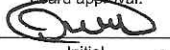

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

## 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?
19 Jul 2016	Renewal service Expansion	Local Telecom	WHS PRI Telecommunications	59.00 MO	6-16-16	<del>DAVID YANNEY</del> Here)		NO	
				Budget Code	6-15-19	I have read this contract and recommend it for board approval. 			
				9700-65- 7016-000		Initial 19 July 16 Date			This is decided at the district office.

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

Agency Name: Localtel Communications  
 Attention: Mike Dant  
 Street address or PO Box: 341 Grant Road  
 City, State, Zip Code: East Wenatchee, WA 98801  
 Email Address: miked@localtel.net  
 Phone Number: 509-888-8888

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

If this is a revision, what has changed?

Move to PRI telecom connection for portables & construction service expansion.

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

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

Signature

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





your local telephone & Internet company

Phone: 509-888-8888 Fax: 509-884-1716  
341 Grant Road, East Wenatchee, WA 98802

# TELECOMMUNICATION SERVICE AGREEMENT

**Business Name:** Wenatchee School District **Account Number:** 51822  
**Business Address:** 1101 Millerdale **City:** Wenatchee **Zip:** 98801  
**Authorized Contact Person:** Dave Yancey **Phone Number:** 509-663-8161

### Agreement Overview:

LocalTel Communications (LocalTel) agrees to provide to the said business above (hereinafter called the Customer) the telecommunication service/s listed on this Agreement and any attached addendums during the term agreed upon for each service. Customer agrees to subscribe to the services described herein according to these specified terms as follows:

### Term of this Agreement.

The term of this Agreement is for 3 years commencing on 6/16/16 and terminating on 6/15/19. All the services listed on this Agreement and any addendums have a Minimum Services Period (MSP) defined as the first twelve months of this Agreement.

**Renewal:** At the end of the contract period, the Agreement will automatically renew for an additional one year period, unless terminated in writing by either party. Each successive year thereafter, the Agreement will continue to automatically renew for one year periods, unless terminated in writing. Renewal periods are not subject to a MSP.

**Rates:** Customer shall be charged and pay for the telecommunication services provided for herein based on the rates attached hereto as Exhibit A.

### Adding Additional Services:

During the Term of this Agreement, the Customer may from time to time add additional approved telecommunication services and/or related services to those listed in attached addendums. The terms of this Agreement will apply to these additional services until the termination date listed on the addendum/s or until the Agreement is terminated in some manner.

### Termination of Service:

#### With Cause:

Customer may terminate Service and/or this Agreement for Cause without penalty. "Cause" means the failure of LocalTel to perform its obligation to the Customer for the services included in this Agreement and for which failure is not remedied within 30 days to include:

1. Failure to provision services as mutually agreed to in this Agreement.
2. Failure to sustain the availability and/or quality of services as may be reasonably expected in the telecommunications industry.

LocalTel may terminate this Agreement for Cause, if:

1. Customer is using services for purposes which are generally deemed unacceptable, fraudulent, and/or inappropriate to Industry Standards.
2. If Customer's account has become delinquent, services suspended and not reactivated, and/or no payment arrangements have been made.

#### Other than Cause:

If the Customer cancels the services included in this Agreement for any reason, other than Cause, including where payment for services included in this Agreement are over 30 days past due and mutually agreeable payment arrangements have not been established, then Customer agrees to be assessed a Termination Liability Assessment (TLA) as described below.

#### Termination Liability Assessment:

The TLA will be calculated as follows:

1. If Customer cancels all services during the MSP (Minimum Service Period) the TLA will be calculated at 100% of the MRC (Monthly Recurring Charges) agreed to in this contract and/or addendums for the number of months remaining in the MSP plus 25% of the MRC multiplied by the number of months remaining in the agreed upon Term after the MSP.
2. If Customer cancels all services after completion of the MSP (Minimum Service Period) Customer agrees to pay a TLA of 25% of the MRC multiplied by the number of months remaining in the Term.
3. If Customer cancels any service/s or portion of any service/s during any period remaining in the Term of this Agreement, which reduces the MRC (Monthly Recurring Charges) of the remaining services to below 85% of the initial MRC, Customer agrees to pay a TLA of 25% of the MRC of the canceled services, multiplied by the number of months remaining in the term.

### Migration or Change in Service:

Customer may cancel any of the services contained herein, and add another type of approved service or services of equal value, provided by LocalTel, without incurring a TLA charge.

LocalTel Communications

Authorized by: \_\_\_\_\_

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

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

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

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

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

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

## Exhibit A

Note: Only the Specific Services, Products or Features listed below are subject to Term Discounts. From time to time, subject to 30 days notice, LocalTel may raise or lower the Standard Rate (MRC) charged for the services listed. This agreement only guarantees that the Discount Percentage or Amount will remain the same. Also, some services require a one-time activation, installation or set-up fee which may also be listed below but is not subject to the Term Discounts. Governmental regulated fees and taxes are not subject to Term Discounts.

Qty	Services—Products—Features	MRC	Discount	One-Time Fee
1	PRI Circuit	\$473.00		
1	PRI Interstate Access Charge	\$46.00		
1	Installation Service Charge			\$400.00

**Additional Comments, Terms or Conditions:**

Note: Any additional Terms or Conditions to this agreement must be listed herein:

Long Distance Rates  
 Outbound 4.0 cent per min  
 6 sec increments

Note: Any additional Terms or Conditions listed herein are subject to approval by both parties herein.

Customer Signature X \_\_\_\_\_ LocalTel Signature X \_\_\_\_\_




**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?
07/17/16	New	Center For Educational Leadership	Professional Development activities for OMS, PIO ELA staff	\$18,480	September, 2016 - February, 2017	<u>Rob Cline</u>			
				Budget Code		I have read this contract and recommend it for board approval.			
				Focus Schools		Initial <u>RC</u> Date <u>7/18/16</u>			
									This is decided at the district office.

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

Agency Name Center for Educational Leadership  
 Attention: Donna Andle  
 Street address or PO Box 9709 3rd Ave NE, Suite 306  
 City, State, Zip Code Seattle, WA 98115  
 Email Address mjdotson@uw.edu  
 Phone Number 206-616-0669

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

If this is a revision, what has changed?

One consultant from CEL will be working with OMS/PIO ELA staff to develop deeper understanding of how to increase student achievement in ELA through helping teachers assist students in selecting "just right" independent reading books, conferring and assessing student progress.

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


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

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

## AGREEMENT TO PROVIDE SERVICES

On this 22nd day of June 2016, the Center for Educational Leadership (CONSULTANT) and Wenatchee School District (DISTRICT) agree to the following:

1. The CONSULTANT shall perform the following services: (attach additional page if necessary) 6 days of studio sessions with one CEL consultant
2. Consideration and Conditions of Payment:
  - a. In consideration for services provided under the terms of this agreement the DISTRICT shall pay the CONSULTANT Eighteen thousand four hundred eighty dollars (\$18,480)
  - b. Payments shall be made by the DISTRICT within 30 days of date of invoice upon presentation of an invoice by the CONSULTANT.
  - c. All services provided under this agreement shall be performed to the satisfaction of the DISTRICT, and no payment shall be made for any portion of this project not performed in a satisfactory manner.
3. This Agreement shall become effective July 1, 2016, and shall terminate on June 30, 2017.
4. This Agreement may be canceled prior to termination date shown in Section 3. above by either of the parties upon written notice and without showing cause. In the event that this Agreement or any of the services outlined in section 1. above are canceled prior to the termination date specified in section 3, the CONSULTANT shall be entitled to payment as follows:
  - a. If cancelled prior to 90 days of the scheduled date(s) of service then DISTRICT will have no obligation to pay for the day(s) of service including the daily rate, travel, project management and overhead.
  - b. If cancelled between 60-90 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 50% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
  - c. If cancelled within 60 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 100% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
5. The CONSULTANT herein expressly waives to the DISTRICT any claim to copyright pertaining to all materials, publications, and documents, produced as a result of this agreement and agrees that the DISTRICT shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
6. The CONSULTANT shall neither assign nor transfer any part of his/her interest in this agreement without the express written consent of the DISTRICT.
7. No changes may be made in the terms or conditions of this agreement, except by the mutual written consent of the parties hereto.
8. No payment or reimbursement shall be made under this agreement for any services performed or expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule or regulation.
9. Payment for services under this agreement shall be reported to the Internal Revenue Service, as required.

  
\_\_\_\_\_  
Consultant Signature                      Date 6/22/16  
Donna Ardle  
\_\_\_\_\_  
Consultant Name (Please print)

\_\_\_\_\_  
Superintendent/Administrator Signature                      Date  
\_\_\_\_\_  
Superintendent/Administrator Name (Please print)

Center for Educational Leadership  
9709 3<sup>rd</sup> Ave NE, Suite 306,  
Seattle, WA 98115  
206-221-6881

91-6001537  
\_\_\_\_\_  
Federal Tax ID Number

**Wenatchee School District  
 2016-2017**

<b>Activity</b>	<b>Description</b>	<b>Unit</b>	<b>Cost</b>	<b>Total</b>
<b>Outcome 1:</b> English Language Arts teachers at Pioneer Middle School and Orchard Middle School at will learn to implement independent reading alongside their existing curriculum, including how to help students find just right books, manage reading plans and reading goals, confer, and increase student stamina as they read for longer periods of time.				
Studio Sessions	3 two-day sessions with one CEL consultant	6	\$2,000	\$12,000
Travel		6	\$550	\$3,300
Project Management				\$1,200
<b>Subtotal</b>				<b>\$16,500</b>
University Overhead			12%	1,980
<b>Total</b>				<b>\$18,480</b>



## Wenatchee School District Literacy Professional Development

<ul style="list-style-type: none"> <li><b>Outcome 1:</b> English Language Arts teachers at Pioneer Middle School and Orchard Middle School at will learn to implement independent reading alongside their existing curriculum, including how to help students find just right books, manage reading plans and reading goals, confer, and increase student stamina as they read for longer periods of time.</li> </ul>	
Deliverables	Work Strands
<p>All literacy teachers will:</p> <ul style="list-style-type: none"> <li>Have a process for implementing structures for independent reading in their classrooms including matching students to just right books.</li> <li>Have a process for planning, tracking, and implementing reading conferences focused on student goal-setting and growth.</li> <li>Have strategies for increasing student stamina while reading for longer periods of time.</li> </ul>	<p>3, 1-day studios for each school.</p> <p>6 days total, divided into 3, 2-day visits to Wenatchee.</p> <p><b>ONE CEL CONSULTANT, TBD.</b></p>
<p><b>Evidence of Successful Implementation</b></p> <ul style="list-style-type: none"> <li>Participating teachers will have regular, designated time for independent reading in their classrooms. All students will have texts at their independent reading levels and will increase their reading stamina across the year.</li> <li>Participating teachers will have basic conferring practices in place for pre-selected students and a schedule for meeting with those students regularly.</li> </ul>	





**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 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?
06/29/16	RENEWAL	WHS ASB AND PANTHER ATHLETIC BOOSTER	CONCESSIONS AGREEMENT WITH WHS ASB AND PANTHER ATHLETIC BOOSTER FOR 16/17 SCHOOL YEAR	Budget Code	9/1/16-8/31/17	<u>JIM BEESON</u> I have read this contract and recommend it for board approval.  Initial <u>JB</u> Date <u>6/30/16</u>		NO	

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

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

Agency Name WHS ASB/ATHLETICS  
 Attention: \_\_\_\_\_  
 Street address or PO Bc 1101 MILLERDALE  
 City, State, Zip Code WENATCHEE WA 98801  
 Email Address beeson.j@wenatcheeschools.org  
 Phone Number 509-664-3678

This is the contract between WHS ASB and Panther Athletic Boosters to operate the concession stands at the Apple Bowl and the WHS gyms.

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

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

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

**Agreement between WENATCHEE SCHOOL DISTRICT  
and Panther Athletic Booster Club**

This agreement grants permission to the Panther Athletic Booster Club to provide and sell concessions at all athletic events and other special events sponsored by the Booster Club and/or Athletic Department for the 2016-17 school year.

It is understood that the Booster Club will manage the concession stands and any WHS sport or club that chooses to sign up for concessions will receive a profit share of \$100 per event plus remaining share of 50% of the profits from the concessions stands. The profit share will be deposited into the ASB account for said sport or club.

It is understood that all monies raised by the Panther Athletic Booster Club through concessions will be deposited into the ASB Fundraising account for the sport or group who worked the concessions.

The monies generated by the Panther Booster Club will be used to support the athletic teams at Wenatchee High School.

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

\_\_\_\_\_  
Jim Beeson, Athletic Director

\_\_\_\_\_  
ASB President

\_\_\_\_\_  
Wenatchee School District official

\_\_\_\_\_  
ASB Treasurer

\_\_\_\_\_  
Panther Booster Club President

\_\_\_\_\_  
ASB Central Treasurer

## 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?
08/03/16	Revision	Wenatchee Chamber of Commerce	Business Summit Facilitation	\$13,500	Upon Approval to March 17, 2017	<u>Dennis Conger</u>	<input checked="" type="checkbox"/>		This is decided at the district office.
				Budget Code		I have read this contract and recommend it for board approval.			
				Perkins Grant		Initial <u>DC</u> Date <u>8-3-16</u>			

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

Agency Name: Wenatchee Valley Chamber of Commerce  
 Attention: Shilo Schauer  
 Street address or PO Box: 1 South Wenatchee Ave  
 City, State, Zip Code: Wenatchee, WA 98801  
 Email Address: shiloh@wenatchee.org  
 Phone Number: 509-662-2116

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

If this is a revision, what has changed?

This contract was originally prepared by Danielle Marchant, Chambers attorney edited section 8. Indemnification to exclude the phrase "including the chamber".

*Danielle made the change*

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

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

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



## PROFESSIONAL SERVICES AGREEMENT

### AGREEMENT

THIS AGREEMENT is made and entered, by and between the Wenatchee School District No. 246, a municipal corporation ("District") and the Wenatchee Valley Chamber of Commerce, a domestic non-profit corporation ("Chamber").

### RECITALS:

WHEREAS, District has received funding through the Carl D. Perkins Career and Technical Education Act to sponsor the Business Summit: Together We Find Better ("Business Summit"), which is an event that connects students with various businesses, and promotes students to these businesses for employment, job shadows, internships, externships, and volunteer opportunities;

WHEREAS, District has determined that it requires certain professional and promotional services from a consultant to assist in organizing and marketing the Business Summit sponsored by the District;

WHEREAS, Chamber represents and warrants that it is fully qualified to perform such professional and promotional services by virtue of specialized experience, training, education, and expertise of its principals and employees. Chamber further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Chamber represents and warrants that it will perform such professional and promotional services for the District in a manner that benefits all businesses without regard to whether or not they are members of the Chamber.

NOW, THEREFORE, District and Chamber, for the consideration hereinafter described, mutually agree as follows:

#### 1. DESCRIPTION OF SCOPE OF WORK

The scope of work to be performed by Chamber under this Agreement ("Scope of Work") is as follows:

- A. Locate appropriate speakers to present at the Business Summit, which such speakers shall be approved by the District.
- B. Locate an appropriate venue within the City of Wenatchee for the Business Summit, which such venue shall be approved by the District.



- C. Coordinate with the speakers and venue location as to an appropriate date to hold the Business Summit, which shall not be after March 31, 2017.
- D. Design, draft, print and distribute promotional materials for the Business Summit, which such design of the promotional materials shall be approved by the District.
- E. Adequately market and advertise, online and in hard copy print materials, the Business Summit, which such marketing and advertisements shall be approved by the District.
- F. Provide adequate staffing on the day of the Business Summit to assist District in the organization and running of the Business Summit.

2. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

District agrees to pay Chamber \$13,500.00, which shall be paid no later than August 30, 2016.

3. OTHER GOVERNMENTAL FISCAL ASSISTANCE

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Chamber and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

4. TERM

The Agreement term will commence on the last date that both parties sign this Agreement, and end on March 31, 2017, unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

5. TERMINATION

Should Chamber fail to perform any of its obligations hereunder, within the time and in the manner provided, otherwise violate any of the terms of this Agreement, the District may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Upon termination the Chamber shall not be due monies that are unpaid, and any unexpended monies shall be returned to the District. No amounts shall be expended by the Chamber following the date of written notice of termination without written consent of the District. The Chamber shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by District by virtue of the Chamber's breach of this Agreement.

6. ACCOUNTING

The Chamber agrees to account for all funding provided under this Agreement and to keep complete books and records thereof and to make available and to submit to audit by the District of

all the Chambers' books, records, and financial statements related to the funding of this Agreement within ten (10) business days of the District's written request.

7. INDEPENDENT CONTRACTORS

It is understood and agreed that the Chamber, in the performance of the work and services agreed to be performed by Chamber, shall act as and be an independent contractor. Chamber shall obtain no rights or other benefits that accrue to employees of District.

8. INDEMNIFICATION

The Chamber shall indemnify, hold harmless and defend the District, its agents, and employees for all liability, actions, claims, damages, costs, or expenses, including attorney's fees and witness costs, which may be asserted by any person arising out of or in connection with the performance of the work and services by the Chamber under this Agreement.

9. INSURANCE REQUIREMENTS

Chamber agrees to have and maintain Worker's Compensation Insurance coverage.

10. NONDISCRIMINATION

The Chamber shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, ancestry, color, sex, gender identity, sexual orientation, age, national origin, religion, material status, medical condition, or handicap.

11. GOVERNING LAW AND VENUE

District and Chamber agree that this Agreement shall be governed by the laws of the State of Washington and that venue for any action under this Agreement shall be in Chelan County Superior Court for the State of Washington.

12. COMPLIANCE WITH LAWS

Chamber shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State, and Local governments or agencies.

13. DOCUMENT OWNERSHIP/DISCLOSURE

Brochures, maps, or other promotional materials produced by Chamber using the funds arising out of this Agreement shall include the District logo on the material. All brochures, maps, promotional materials, plans, specifications, reports, designs and other documents prepared by Chamber pursuant to this Agreement shall be and remain the property of the District. Except as



may be otherwise required by law, Chamber will disclose no data, plans, specifications, reports or other documents pertaining to the Scope of Work without the prior written consent of District.

14. WAIVER

The parties agree that waiver, breach, or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by District of the performance of any work or services by Chamber shall not be deemed to be a waiver of any term or condition of this Agreement.

15. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in or duty under this Agreement without written consent of the other, and no assignment shall have of any force or be effective whatsoever unless and until the other party shall have so consented.

16. CONFLICT OF INTEREST

The Chamber covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its work and services hereunder.

17. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

18. NOTICES

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, return-receipt requested, addressed to the respective parties as follows:

Executive Director  
Wenatchee Valley Chamber of Commerce  
1 South Wenatchee Avenue  
Wenatchee, WA 98801

Director of Career and Technical  
Education Program  
Wenatchee School District  
P.O. Box 1767  
Wenatchee, WA 98807-1767

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

20. SEVERABILITY

If any provision, section or term of this Agreement is invalid, void, or unenforceable, the remaining provisions, sections or terms of this Agreement not deemed invalid, void, or unenforceable shall remain in full force and effect.

21. RECITALS

The Recitals set forth above are incorporated herein as binding commitments and representations of the Parties.

22. PRIOR AGREEMENTS

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

23. ENTIRE AGREEMENT

Both parties acknowledge that by entering into this Agreement, the District is not assuming any obligation to operate, supervise, or fund Chamber or any other obligations to Chamber other than those expressly stated herein. This Agreement constitutes the entire agreement among the parties and may not be modified or changed, except by written instrument executed by both parties.

WENATCHEE VALLEY CHAMBER  
OF COMMERCE

WENATCHEE SCHOOL DISTRICT  
NO. 246

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

BRIAN L. FLONES  
Superintendent





**SCHOOL BOARD RESOLUTION**

Electronic form available at: [wiaa.com/resolution.aspx](http://wiaa.com/resolution.aspx)

Return by the second Friday in June annually.

**Public/Private School District Name:** Wenatchee

**Resolution # (optional):** Type number here **Date:** July 19, 2016

By action of the 1976 Legislature, each School District Board of Directors may delegate control, supervision, and regulation of any extracurricular activity to the WIAA and compensate such entity for services provided.

The local **SCHOOL BOARD PRESIDENT** and **SUPERINTENDENT** must sign this resolution form to indicate that the School Board has approved the Public School District's or Private School's membership with the Washington Interscholastic Activities Association (WIAA) and as members, these schools will follow the WIAA Rules and Regulations.

**DELEGATING AUTHORITY TO WIAA**

WHEREAS Chapter 32, Laws of 1975-76, 2nd Ex. Sess. grants authority to each school district board of directors to control, supervise and regulate the conduct of interschool athletic activities and other interschool extracurricular activities of an athletic, cultural, social, or recreational nature for students in the district.

WHEREAS Chapter 32, Laws of 1975-76, 2nd Ex. Sess. authorizes school district boards of directors to delegate control, supervision and regulation of any of the aforesaid activities to any voluntary, nonprofit entity and to compensate any such entity for services provided subject to the satisfaction of certain conditions and approval by the State Board Of Education.

WHEREAS the Washington Interscholastic Activities Association is a voluntary, nonprofit entity which has satisfied the conditions, expressly set forth in Chapter 32, Laws of 1975-76, 2nd Ex. Sess. and has further been approved by the State Board of Education in action taken on August 17, 1977.

WHEREAS the board of directors of directors of the following School District or School being otherwise fully informed of the rules and regulations of the Washington Interscholastic Activities Association as approved by the State Board of Education and recognizing that said rules and regulations provide for private sponsorship of post-season tournaments for extracurricular activities by WIAA, consent to abide by such rules and regulations.

NOW THEREFORE, the board of directors of the following School District or School hereby delegates to the Washington Interscholastic Activities Association the authority to control, supervise and regulate interschool activities consistent with the rules and regulations of WIAA. The Board of Directors retains the right to establish eligibility standards that meet or exceed the rules and regulations of WIAA.

**INTERSCHOLASTIC OFFICIALS L&I COVERAGE STATEWIDE**

Beginning July 1, 1988, interscholastic sports officials were covered by Washington State Labor and Industries via a common rate and payment system that eliminated game-by-game calculations and record keeping by school and/or district business offices. WIAA will guarantee payment of L&I premiums for WOA registered officials for all interscholastic activities under WIAA's jurisdiction and will assess WIAA member schools via classification rates at the same time service fees are billed. Officials L&I coverage is only in effect for activities authorized and offered by School Board approval and listed on the school's WIAA membership form.

**By signing below** the School District Superintendent/Head of School, School Board President (for Public School Districts), and school board members agree to the information above for the public school district or private school listed above, on or before the date listed above.

**Superintendent/Head of School:** Brian Flonos Signature: \_\_\_\_\_

**School Board President (if applicable):** Jennifer Talbot Signature: \_\_\_\_\_

**School Board Members (list WIAA Contact as first school board member):**

1. Claudia De Robles Signature: \_\_\_\_\_

2. Laura Jaecks Signature: \_\_\_\_\_

3. Walter Newman Signature: \_\_\_\_\_

4. Robert Sealby Signature: \_\_\_\_\_

5. Jennifer Talbot Signature: \_\_\_\_\_





**WIAA MEMBERSHIP RENEWAL FORM**

Electronic form available at: [wiaa.com/membership.aspx](http://wiaa.com/membership.aspx)

Return by the **second Friday in June** annually.

WASHINGTON INTERSCHOLASTIC  
ACTIVITIES ASSOCIATION

**School District/Private School Information**

<b>Name of Public School District or Private School</b>		Wenatchee School District			
<b>Address</b>	1101 Millerdale	<b>City</b>	Wenatchee	<b>Zip</b>	98801
<b>Phone</b>	509-663-3384	<b>Fax</b>	509-663-6905	<b>WIAA District (1-9)</b>	6

**District Superintendent/Head of School Information**

<b>Name</b>	Brian Fones	<b>Phone</b>	509-663-8162	<b>E-mail</b>	Fones.b@wenatcheeschools.org
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**Superintendent's Secretary Information**

<b>Name</b>	Lindee Akers	<b>Phone</b>	509-663-8182 ext 33223	<b>E-mail</b>	Akers.l@wenatcheeschools.org
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**School Board Contact Information (School Board Members Only)**

To improve the flow of information each School Board may select a **SCHOOL DIRECTOR** to be the WIAA School Board Contact. The WIAA School Board Contact receives the following WIAA mailings: Newsletters, Executive Board Summary of Action, Amendments, and the Annual Report. The WIAA School Board contact is expected to serve as the liaison between the member school's activities programs and the other school Board Members.

<b>Name</b>	Robert Sealby	<b>Phone</b>	509-662-6131	<b>E-mail</b>	RobertS@carlson-mcmahon.org
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By action of the 1976 Legislature, each School District Board of Directors may delegate control, supervision, and regulation of any extracurricular activity to the WIAA and compensate such entity for services provided.

Please **list each school** below renewing WIAA Membership for the upcoming school year from the school district/private school(s).

Member high schools and middle level schools will be billed in September according to total student enrollment in the school and the number of sports/activities as indicated on the spring Participation Survey. A Labor and Industries (L&I) fee will also be sent to each member school at that time.

<b>Schools Renewing WIAA Membership</b>	<b>MS/JH/HS</b>	<b>Schools Renewing WIAA Membership</b>	<b>MS/JH/HS</b>
Wenatchee High School	HS	Foothills Middle School	MS
Orchard Middle School	MS	Pioneer Middle School	MS
Type school name here	Type level here	Type school name here	Type level here
Type school name here	Type level here	Type school name here	Type level here
Type school name here	Type level here	Type school name here	Type level here

435 Main Ave. S. | Renton, WA 98057 | (425) 687-8585 phone | (425) 687-9476 fax | [www.wiaa.com](http://www.wiaa.com) | [facebook.com/wiaawa](https://facebook.com/wiaawa) | [twitter.com/wiaawa](https://twitter.com/wiaawa)

435 Main Ave S | Renton, WA 98057 | (425) 687-8585 | Fax (425) 687-9476 | [wiaa.com](http://wiaa.com) | [facebook.com/wiaawa](https://facebook.com/wiaawa) | [twitter.com/wiaawa](https://twitter.com/wiaawa)



**PREPARING YOUTH FOR LIFE, FROM ONE GENERATION TO THE NEXT.**





# OLD BUSINESS

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## **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 5<sup>th</sup>, 8<sup>th</sup>, and 10<sup>th</sup> 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; Revised 8/09/16



## Nutrition Standards for All Foods Sold in School

Food/Nutrient	Standard	Exemptions to the Standard
General Standard for Competitive Food.	<p>To be allowable, a competitive FOOD item must:</p> <ol style="list-style-type: none"> <li>(1) meet all of the proposed competitive food nutrient standards; and</li> <li>(2) be a grain product that contains 50% or more whole grains by weight or have whole grains as the first ingredient*; <i>or</i></li> <li>(3) have as the first ingredient* one of the non-grain main food groups: fruits, vegetables, dairy, or protein foods (meat, beans, poultry, seafood, eggs, nuts, seeds, etc.); <i>or</i></li> <li>(4) be a combination food that contains at least ¼ cup fruit and/or vegetable; or</li> <li>(5) contain 10% of the Daily Value (DV) of a nutrient of public health concern (i.e., calcium, potassium, vitamin D, or dietary fiber). Effective July 1, 2016 this criterion is obsolete and may not be used to qualify as a competitive food.</li> </ol> <p>*If water is the first ingredient, the second ingredient must be one of items 2, 3 or 4 above.</p>	<ul style="list-style-type: none"> <li>• Fresh fruits and vegetables with no added ingredients except water are exempt from all nutrient standards.</li> <li>• Canned and frozen fruits with no added ingredients except water, or are packed in 100% juice, extra light syrup, or light syrup are exempt from all nutrient standards.</li> <li>• Canned vegetables with no added ingredients except water or that contain a small amount of sugar for processing purposes to maintain the quality and structure of the vegetable are exempt from all nutrient standards.</li> </ul>
NSLP/SBP Entrée Items Sold A la Carte.	Any entrée item offered as part of the lunch program or the breakfast program is exempt from all competitive food standards if it is sold as a competitive food on the day of service or the day after service in the lunch or breakfast program.	
Sugar-Free Chewing Gum	Sugar-free chewing gum is exempt from all competitive food standards.	
Grain Items	Acceptable grain items must include 50% or more whole grains by weight, or have whole grains as the first ingredient.	
Total Fats	Acceptable food items must have ≤ 35% calories from total fat as served.	<ul style="list-style-type: none"> <li>• Reduced fat cheese (including part-skim mozzarella) is exempt from the total fat standard.</li> <li>• Nuts and seeds and nut/seed butters are exempt from the total fat standard.</li> </ul>

Food/Nutrient	Standard	Exemptions to the Standard
		<ul style="list-style-type: none"> <li>• Products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fats are exempt from the total fat standard.</li> <li>• Seafood with no added fat is exempt from the total fat standard.</li> </ul> <p>Combination products are not exempt and must meet all the nutrient standards.</p>
Saturated Fats	Acceptable food items must have < 10% calories from saturated fat as served.	<ul style="list-style-type: none"> <li>• Reduced fat cheese (including part-skim mozzarella) is exempt from the saturated fat standard.</li> <li>• Nuts and seeds and nut/seed butters are exempt from the saturated fat standard.</li> <li>• Products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fats are exempt from the saturated fat standard.</li> </ul> <p>Combination products are not exempt and must meet all the nutrient standards.</p>
Trans Fats	Zero grams of trans fat as served ( $\leq 0.5$ g per portion).	
Sugar	Acceptable food items must have $\leq 35\%$ of weight from total sugar as served.	<ul style="list-style-type: none"> <li>• Dried whole fruits or vegetables; dried whole fruit or vegetable pieces; and dehydrated fruits or vegetables with no added nutritive sweeteners are exempt from the sugar standard.</li> <li>• Dried whole fruits, or pieces, with nutritive sweeteners that are required for processing and/or palatability purposes (i.e., cranberries, tart cherries, or blueberries) are exempt from the sugar standard.</li> </ul>

Food/Nutrient	Standard	Exemptions to the Standard
		<ul style="list-style-type: none"> <li>Products consisting of only exempt dried fruit with nuts and/or seeds with no added nutritive sweeteners or fats are exempt from the sugar standard.</li> </ul>
Sodium	<p>Snack items and side dishes sold a la carte: ≤ 230 mg sodium per item as served. Effective July 1, 2016 snack items and side dishes sold a la carte must be: ≤200 mg sodium per item as served, including any added accompaniments.</p> <p>Entrée items sold a la carte: ≤480 mg sodium per item as served, including any added accompaniments.</p>	
Calories	<p>Snack items and side dishes sold a la carte: ≤ 200 calories per item as served, including any added accompaniments.</p> <p>Entrée items sold a la carte: ≤350 calories per item as served including any added accompaniments.</p>	<ul style="list-style-type: none"> <li>Entrée items served as an NSLP or SBP entrée are exempt on the day of or day after service in the program meal.</li> </ul>
Accompaniments	Use of accompaniments is limited when competitive food is sold to students in school. The accompaniment must be included in the nutrient profile as part of the food item served and meet all proposed standards.	
Caffeine	<p>Elementary and Middle School: foods and beverages must be caffeine-free with the exception of trace amounts of naturally occurring caffeine substances.</p> <p>High School: foods and beverages may contain caffeine.</p>	
<b><i>Beverages</i></b>		
Beverages	<p>Elementary School</p> <ul style="list-style-type: none"> <li>Plain water or plain carbonated water (no size limit);</li> <li>Low fat milk, unflavored (≤8 fl oz);</li> <li>Non fat milk, flavored or unflavored (≤8 fl oz), including nutritionally equivalent milk alternatives as permitted by the</li> </ul>	

Food/Nutrient	Standard	Exemptions to the Standard
	<p>school meal requirements;</p> <ul style="list-style-type: none"> <li>• 100% fruit/vegetable juice (≤8 fl oz); and</li> <li>• 100% fruit/vegetable juice diluted with water (with or without carbonation), and no added sweeteners (≤8 fl oz).</li> </ul> <p>Middle School</p> <ul style="list-style-type: none"> <li>• Plain water or plain carbonated water (no size limit);</li> <li>• Low-fat milk, unflavored (≤12 fl oz);</li> <li>• Non-fat milk, flavored or unflavored (≤12 fl oz), including nutritionally equivalent milk alternatives as permitted by the school meal requirements;</li> <li>• 100% fruit/vegetable juice (≤12 fl oz); and</li> <li>• 100% fruit/vegetable juice diluted with water (with or without carbonation), and no added sweeteners (≤12 fl oz).</li> </ul> <p>High School</p> <ul style="list-style-type: none"> <li>• Plain water or plain carbonated water (no size limit);</li> <li>• Low-fat milk, unflavored (≤12 fl oz);</li> <li>• Non-fat milk, flavored or unflavored (≤12 fl oz), including nutritionally equivalent milk alternatives as permitted by the school meal requirements;</li> <li>• 100% fruit/vegetable juice (≤12 fl oz);</li> <li>• 100% fruit/vegetable juice diluted with water (with or without carbonation), and no added sweeteners (≤12 fl oz);</li> </ul> <ul style="list-style-type: none"> <li>• Other flavored and/or carbonated beverages (≤12 fl oz) that are labeled to contain ≤40 calories per 8 fl oz, or ≤60 calories per 12 fl oz.</li> </ul>	



**Lincoln Elementary • School Based Health Center (SBHC) Project**  
Aug. 9, 2016 School Board Update

- Introductions – Tim Sheppard
- A Brief Review – Tim Sheppard & Kristen Callison
  - Rationale for Project
  - Comparing Lincoln's ACES data
  - What is a SBHC?
  - Project Goals & Educational Implications
  - Why a SBHC at Lincoln Elementary?
- Proposed Project Timelines & Service Details – Tim Sheppard
  - Wenatchee School District Support
- Update on Community Partner – Tim Sheppard
  - Partnership Collaboration Next Steps
- CVCH Fit (What/How/Other Details) – Carol Diede
- Agreements needed for moving forward – Tim Sheppard
  - Memorandum of Understanding (MOU)
  - Business Associate Agreement (BAA)
- Questions & Discussion – School Board, Lincoln & CVCH Staff



# FACILITY

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# PROJECTS UPDATES

## ITEM # 1

LINCOLN ELEMENTARY SCHOOL  
MODERNIZATION AND ADDITION  
CHANGE ORDER NO. 8

August 9, 2016

SITUATION

Change Order No. 8 is attached for your review. The change order includes fourteen (14) changes to the construction contract of which ten (10) are additive cost changes; three (3) are deductive cost changes and one (1) is a zero cost change for the Lincoln Elementary School Modernization and Addition project. Ten (10) changes are owner requests; four (4) of the changes to the contract are related to construction coordination.

The total for change order percentages are 8.99% of the construction contract amount of which 4.5% is for owner selected alternates; 1.59% is for owner requested changes during construction; 1.31% is for unforeseen soil conditions; 1.59% is for construction coordination.

<u>Original Construction Contract Amount</u>	\$19,445,406.00
<u>Current Change Order</u>	
Change Order No 8	\$173,963.00
<u>Total Change Orders</u>	
Change Order 1 thru 8	\$1,448,350.00
<u>Contract Amount including this Change Order</u>	\$20,893,756.00

RECOMMENDATION

The Board of Directors approves Change Order No. 8 to Lydig Construction, Inc. for the Lincoln Elementary School Modernization and Addition Project in the amount of \$173,963.00 increasing the contract amount to \$20,893,756.00.



# AIA®

# Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Abraham Lincoln Elementary School Addition and Modernization 1224 Methow Street Wenatchee, Washington 98801	<b>CHANGE ORDER NUMBER:</b> 008 <b>DATE:</b> July 5, 2016	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>PROJECT MANAGER:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Lydig Construction 11001 East Montgomery Drive Spokane Valley, Washington 92206	<b>ARCHITECT'S PROJECT NUMBER:</b> 1408 <b>CONTRACT DATE:</b> June 04, 2015 <b>CONTRACT FOR:</b>	

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

CCD	PCO	DESCRIPTION	COST
112	140 Rev 1	Multipurpose Roof Drains	\$46,266.00
121	183	Entry Wood Column Hardie Wraps	\$1,446.00
123	163	Knight Wall System Credit at Gable Ends	(\$9,040.00)
136	222	Telecommunications System Revisions	\$52,589.00
139	217	Change Door 521 Elevation to Type F	\$0.00
140	107	PR-001 HRU Substitution Value Engineering	(\$14,004.00)
151	208	RFI 251 Area 6 HP-25 Damper Duct Revisions	\$10,808.00
154	212	CCD-154 Reading Intervention Room Revisions	\$50,305.00
157	226 Rev 1	CCD-157 Added Sidewalks to Mechanical Rooms	\$20,388.00
158	235	Area 1 Future Portable Stub Out	\$10,521.00
163	141 Rev 3	Multipurpose Roof Upgrades	\$8,418.00
164	244	Added FRP at Kitchen	\$1,731.00
167	199	RFI-248 Fence and Block Wall at Irrigation Pump	\$5,635.00
171	239	Credit Costs for Returning Portable Restroom Early	(\$11,100.00)

The original Contract Sum was	\$ 19,445,406.00
The net change by previously authorized Change Orders	\$ 1,274,387.00
The Contract Sum prior to this Change Order was	\$ 20,719,793.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 173,963.00
The new Contract Sum including this Change Order will be	\$ 20,893,756.00

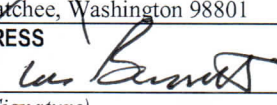
The Contract Time will be increased by Zero (0) days.

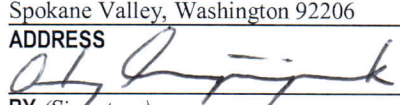
The date of Substantial Completion as of the date of this Change Order therefore is October 31, 2016

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



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

Forte Architects, Inc.  
ARCHITECT (Firm name)  
240 North Wenatchee Avenue  
Wenatchee, Washington 98801  
ADDRESS  
  
BY (Signature)  
Mr. Tom Bassett  
(Typed name)  
7.5.2016  
DATE

Lydig Construction  
CONTRACTOR (Firm name)  
11001 East Montgomery Drive  
Spokane Valley, Washington 92206  
ADDRESS  
  
BY (Signature)  
Mr. Andy Semprimoznik  
(Typed name)  
AUGUST 2, 2016  
DATE

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

**July 5, 2016**

**Re: Abraham Lincoln Elementary School Addition and Modernization  
Change Order No. 8**  
Wenatchee School District

Below is a brief description of each of the construction change directives (CCD's) which make up Change Order No. 8

**CCD #112 - Multipurpose Roof Drains - \$46,266.00**

- (PCO 140 R1) The existing roof drains on the multipurpose room were originally planned to be left in place. The structural seismic upgrades require a large steel channel to be attached to the brick wall under the clerestory windows. The location of the steel channel is the exact location where the existing roof drain runs along the wall. The roof drains will be required to be removed and modified in order to install the steel. In discussions with the project team it was determined that since we were also planning to re-roof the multipurpose room it may also be a good idea to replace all of the roof drains on top of the roof. With this change the building is essentially getting an entirely new drainage system connecting out to the new storm sewer line along the north side of the building.

**CCD #121 - Entry Wood Column Hardie Wraps - \$1,446.00**

- (PCO 183) The design intent was to have exposed wood columns at the main entry to match the wood beams, the structural plans called out the columns to be treated wood, and not an architectural grade finish.. The posts were wrapped with hardie board, and will be painted to match the rest of the trim on the building.

**CCD #123 - Knight Wall System Credit at Gable Ends - (\$9,040.00)(CREDIT)**

- (PCO 163) A portion of the Knight Wall System (rainscreen) was eliminated as a value engineering effort. The areas of the building where the Hardie Panel is planned to be installed directly on plywood the rainscreen system was not necessary. The Knight Wall System is a series of steel channels installed under the siding in order to allow any water intrusion to dry and exit the wall assembly. The system is planned to remain on the new gymnasium where the siding is being installed over concrete block and rigid insulation.



**CCD #136 - Telecommunications System Revisions - \$52,589.00**

- (PCO 222) This change to the telecommunications system was initiated and requested from the School district IT department. The IP intercom clock system provides 2-way hands free communications with individual classrooms. Call switch allows single push for calls to the main office or designated recipient. The system can be managed locally or remotely over the network and can be incorporated with emergency notifications on a district level.

**CCD #139 - Change Door 521 Elevation to Type F - \$0.00**

- (PCO 217) The door to Quiet Room #521 was changed to provide one way glass with visibility looking into the room from the hallway side, this was a no cost change.

**CCD #140 - PR-001 HRU Substitution Value Engineering - (\$14,004.00)(CREDIT)**

- (PCO 107) The mechanical contractor proposed providing and installing a different manufacturer for the Heat Recovery Unit as a value engineering effort. The proposed units are equal in quality and function, and this proposal has been reviewed and approved by the mechanical engineer.

**CCD #151 - RFI 251 Area 6 HP-25 Damper Duct Revisions - \$10,808.00**

- (PCO 208) The mechanical drawings originally showed two duct systems routing to the improper exterior grilles. The mechanical contractor provided a solution to correct the problems as efficiently and cost effective as possible.

**CCD #154 - CCD-154 Reading Intervention Room Revisions - \$50,305.00**

- (PCO 212) The Reading Intervention classrooms were originally planned as two larger spaces with each having a smaller adjoining space for group break out. As requested by the teachers planning to use the space along with Principal Sheppard, the rooms have been redesigned to provide (4) equal teaching spaces approximately 14'-0" by 14'-0". Each room will now be provided with the same learning wall and projector set up as a standard classroom. This revision added casework, lighting, whiteboards, and AV equipment.

**CCD #157- CCD-157 Added Sidewalks to Mechanical Rooms - \$20,388.00**

- (PCO 226 R1) Each classroom wing has a mechanical space behind the student restrooms. This space is accessed from the exterior of the building and will not be used much. We had not planned on providing sidewalks to these spaces, but during team discussions it was decided that the district would benefit from a concrete walk to these rooms.

**CCD #158 - Area 1 Future Portable Stub Out - \$10,521.00**

- (PCO 235) The District requested that provisions be made so that a portable can potentially be added in the future south of Area 1. Infrastructure for plumbing, electrical, and low voltage was designed. The initial cost estimate for installing the infrastructure was over \$30,000.00. The design team reduced the scope of work to only include stub outs and conduits under the

new side walk just into the mechanical penthouse at the end of Area 1, this reduced the cost considerably.

**CCD #163 - Multipurpose Roof Upgrades - \$8,418.00**

- (PCO 141 R3) TPO roofing is planned to be installed on the new Gymnasium roof and also replaced on the multipurpose room roof (accepted with Alternate No. 1). The price for this change includes providing an 80 mil in lieu of a 60 mil TPO roofing. The thicker roof will provide better durability and a longer lasting product for the School District.

**CCD #164 - Added FRP at Kitchen - \$1,731.00**

- (PCO 244) The design intent was to paint rough surfaces in the kitchen area with washable paint, all walls with gypsum wall board were to receive washable FRP product. In discussions with the design team it was determined that the district would benefit by having the washable FRP product installed on all walls in the kitchen area.

**CCD #167- RFI-248 Fence and Block Wall at Irrigation Pump - \$5,635.00**

- (PCO 199) The grade change between the location of the existing irrigation water pump and the new concrete sidewalk around the bus lane ended up being more extreme than anticipated. The fence enclosure around the pump was removed and a new fence installed. Where the fence runs along the concrete sidewalk, landscape blocks were installed to help with the grade change.

**CCD #171 - Credit Costs for Returning Portable Restroom Early - (\$11,100.00)**

- (PCO 239) The contractor made great efforts in order to complete and turn the classrooms in Area 3 back over to the school district early. As a result of this effort the portable classrooms at the east side of the building (Methow) were vacated at the end of the 2015 school year and the temporary restroom has been returned 4 months early.





**PUBLIC UTILITY DISTRICT NO. 1 of CHELAN COUNTY**

P.O. Box 1231, Wenatchee, WA 98807-1231 • 327 N. Wenatchee Ave., Wenatchee, WA 98801

(509) 663-8121 • Toll free 1-888-663-8121 • www.chelanpud.org

August 3, 2016

Wenatchee School District No. 246  
PO Box 1767  
Wenatchee, WA 98807

To Whom It May Concern:

Enclosed is the Chelan County PUD’s standard easement for underground utilities as discussed with you by Tammy Fisher. This easement is required prior to service being installed on your property. After you have reviewed the easement, please sign the original in the presence of a notary, and return it in the envelope that is provided. If you do not have access to a notary, please contact me and I can make arrangements to notarize this for you.

The extra set of copies is for your records. The signed original will be recorded with the Chelan County Auditor’s Office.

Each of the individuals executing this easement on behalf of Wenatchee School District No. 246 warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient corporate authority to execute this easement.

Your prompt attention to this matter is appreciated. If you have any questions, please feel free to contact me.

Sincerely,

REAL ESTATE SERVICES

Becky Jaspers  
Real Estate Specialist

Enclosures

COPY

Filed for and Return to:  
PUD No. 1 of Chelan County  
PO Box 1231  
Wenatchee, WA 98807-1231

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** Wenatchee School District No. 246  
**Grantee(s):** Public Utility District No. 1 of Chelan County  
**Abbreviated Legal Description:** A portion of the SE¼ of the SE¼. Additional legal on Page 1.  
**Assessor's Parcel Number(s):** 22 20 09 440 100 and 22 20 09 705 552

## EASEMENT UNDERGROUND UTILITY

THIS EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between WENATCHEE SCHOOL DISTRICT NO. 246, Record Owner(s), hereinafter called the "Grantor(s)," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

WITNESSETH:

In exchange for utility services and/or other valuable consideration, receipt of which is hereby acknowledged, the Grantor(s) hereby bargain(s), sell(s) and convey(s) to the Grantee, its successors and assigns, a perpetual easement for Grantee's, and/or Grantee's licensee's or permittee's, electrical and telecommunications utility infrastructure ("the Utility Infrastructure"), which includes, but is not limited to, electrical lines, communication lines, conduits, cables, manholes, vaults, semi-buried or ground-mounted facilities such as pads and transformers, and other necessary or convenient facilities, across, along, in, upon and under the property situated in Chelan County, State of Washington, more particularly described as follows:

Beginning at a point 30 feet West and 10 feet North of the Southeast corner of Secti on 9, Township 22 North, Range 20, E.W.M., running thence North on a line parallel with the East line of said section, a distance of 741.59 feet; thence turning an angle of 89°46' to the left and running a distance of 858.3 feet to a point on the East line of Block 32 of

Job No. 366880

Millerdale Plats; thence turning an angle of 90°14' to the left and running on the East line of Blocks 32 and 34 of said Millerdale Plat, a distance of 737.82 feet to the Southeast corner of said Block 34; thence turning an angle of 89°29' to the left and running a distance of 858.3 feet to the place of beginning. Along with the East two (2) acres of Tract Thirty-one (31) and all of Tracts Thirty-two (32) and Thirty-four (34), original Plat of Millerdale, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, page 89, records of said County.

Said easement is described as a ten foot (10') strip of land on the above described property, specifically located as the Utility Infrastructure is actually installed and approximately as illustrated in Exhibit A (attached).

Hereafter, Grantee may place or construct any Utility Infrastructure within the Easement, to the extent necessary for Grantee, its successors and assigns along with the perpetual right, privilege and authority to use the Easement to construct, erect, alter, expand, improve, repair, operate and maintain all underground Utility Infrastructure and with the right to permit the installation, operation, improvement, repair and maintenance of underground facilities and equipment of any other organization.

**SUBJECT TO THE FOLLOWING:**

1. Grantee shall have the right of access across the Grantor's property and adjacent lands of the Grantor for the purpose of constructing, reconstructing, maintaining, repairing, renewing, altering, changing, patrolling and operating the Utility Infrastructure including but not limited to: wires, fiber optic cables, other telecommunications devices, and appurtenances thereto, and underground cables, vaults and manholes, and the right at any time to remove the Utility Infrastructure from said property.

2. The Grantee, its successors and assigns, shall have the right to clear the Easement and keep the same clear of brush, trees, timber, structures, and all fire hazards. The Grantor its successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of the Easement as now exists, nor shall the Grantor place any fill material or other substances upon the surface of the land within the boundary limits of the Easement which in any manner interferes with the use, maintenance and/or operation of the Utility Infrastructure or obstructs or impedes the Grantee's right of access to the Utility Infrastructure including, without limitation, the Grantee's right of access for purposes of improvement, repair and/or maintenance of the Utility Infrastructure. The Grantor shall not dig, tunnel, or do any other act, or permit any other act, within the Easement which will disturb the compaction or unearth the lines, cables, facilities or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to the Easement or Utility Infrastructure located therein; nor shall the Grantor, its successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of the Easement without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention to do so.

3. Grantor, its heirs, executors, administrators, successors and assigns, covenant that no structure will be erected or permitted within the Easement that would, in the opinion of the Grantee, interfere with or endanger the unrestricted exercise of the rights and privileges herein granted and that no concrete, tar or other permanent surfacing shall be installed or permitted over any vault or manhole installed on said property.

4. Grantee, its successors and assigns, shall have the right to level, grade and regrade the Easement as may appear to Grantee to be necessary for the construction, operation and maintenance of its Utility Infrastructure.





State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ 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.

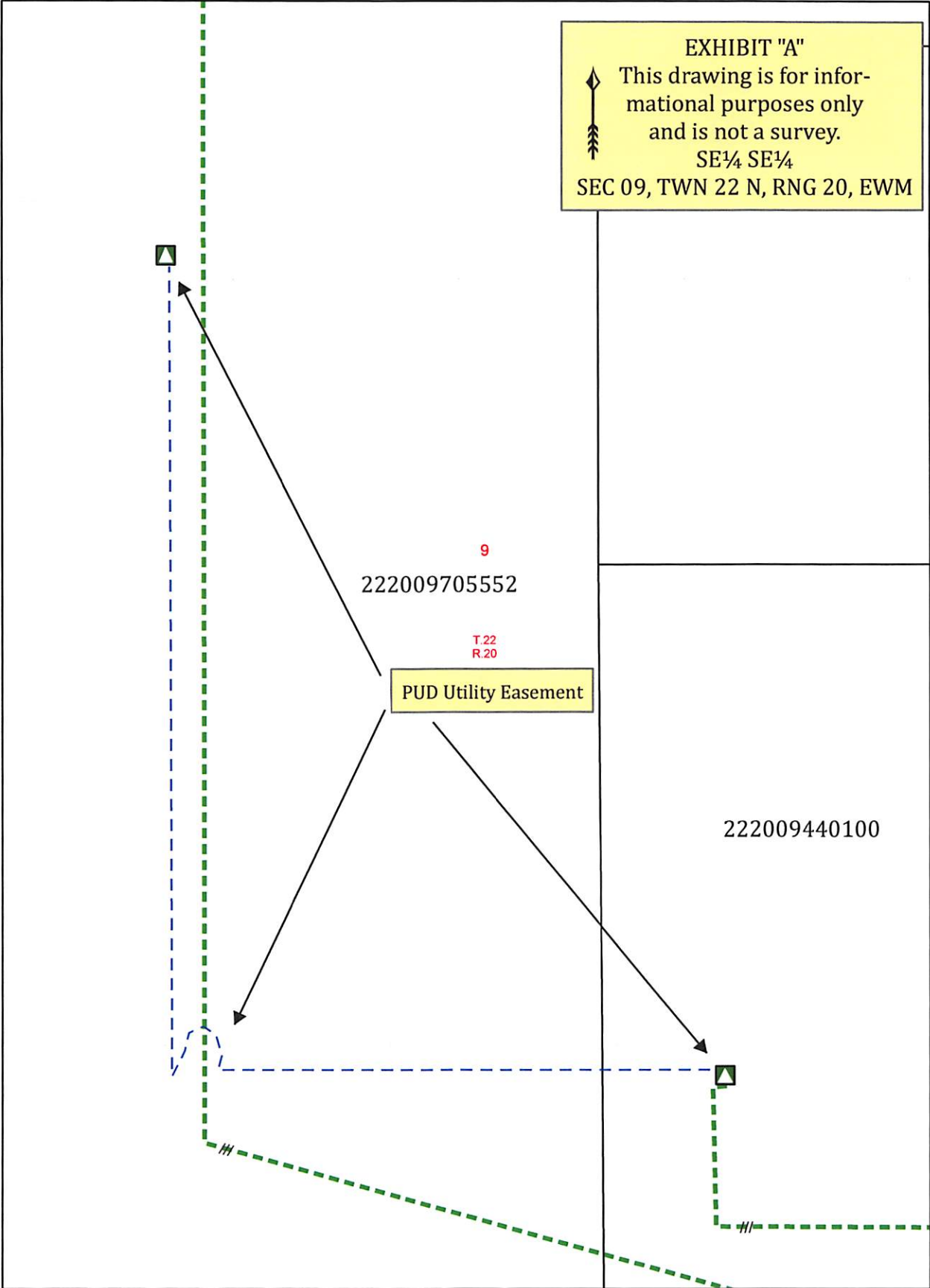
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

\_\_\_\_\_, Notary Public

My appointment expires: \_\_\_\_\_

**EXHIBIT "A"**  
This drawing is for informational purposes only and is not a survey.  
SE $\frac{1}{4}$  SE $\frac{1}{4}$   
SEC 09, T22 N, R20, EWM



COPY

Filed for and Return to:  
PUD No. 1 of Chelan County  
PO Box 1231  
Wenatchee, WA 98807-1231

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** Wenatchee School District No. 246  
**Grantee(s):** Public Utility District No. 1 of Chelan County  
**Abbreviated Legal Description:** A portion of the North ½ of the NW¼. Additional legal on Page 1.  
**Assessor's Parcel Number(s):** 22 20 04 605 013 and 22 20 04 605 014

## EASEMENT UNDERGROUND UTILITY

THIS EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between WENATCHEE SCHOOL DISTRICT NO. 246, Record Owner(s), hereinafter called the "Grantor(s)," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

WITNESSETH:

In exchange for utility services and/or other valuable consideration, receipt of which is hereby acknowledged, the Grantor(s) hereby bargain(s), sell(s) and convey(s) to the Grantee, its successors and assigns, a perpetual easement for Grantee's, and/or Grantee's licensee's or permittee's, electrical and telecommunications utility infrastructure ("the Utility Infrastructure"), which includes, but is not limited to, electrical lines, communication lines, conduits, cables, manholes, vaults, semi-buried or ground-mounted facilities such as pads and transformers, and other necessary or convenient facilities, across, along, in, upon and under the property situated in Chelan County, State of Washington, more particularly described as follows:

Lots 1 and 2 as delineated on City of Wenatchee (WVC Foundation) Short Plat No. 2006-079-WE, Chelan County, Washington, recorded July 25, 2006, in Book SP 20 of Short Plats, pages 75-76.

Job No. 366881

Said easement is described as a ten foot (10') strip of land on the above described property, specifically located as the Utility Infrastructure is actually installed and approximately as illustrated in Exhibit A (attached).

Hereafter, Grantee may place or construct any Utility Infrastructure within the Easement, to the extent necessary for Grantee, its successors and assigns along with the perpetual right, privilege and authority to use the Easement to construct, erect, alter, expand, improve, repair, operate and maintain all underground Utility Infrastructure and with the right to permit the installation, operation, improvement, repair and maintenance of underground facilities and equipment of any other organization.

**SUBJECT TO THE FOLLOWING:**

1. Grantee shall have the right of access across the Grantor's property and adjacent lands of the Grantor for the purpose of constructing, reconstructing, maintaining, repairing, renewing, altering, changing, patrolling and operating the Utility Infrastructure including but not limited to: wires, fiber optic cables, other telecommunications devices, and appurtenances thereto, and underground cables, vaults and manholes, and the right at any time to remove the Utility Infrastructure from said property.

2. The Grantee, its successors and assigns, shall have the right to clear the Easement and keep the same clear of brush, trees, timber, structures, and all fire hazards. The Grantor its successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of the Easement as now exists, nor shall the Grantor place any fill material or other substances upon the surface of the land within the boundary limits of the Easement which in any manner interferes with the use, maintenance and/or operation of the Utility Infrastructure or obstructs or impedes the Grantee's right of access to the Utility Infrastructure including, without limitation, the Grantee's right of access for purposes of improvement, repair and/or maintenance of the Utility Infrastructure. The Grantor shall not dig, tunnel, or do any other act, or permit any other act, within the Easement which will disturb the compaction or unearth the lines, cables, facilities or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to the Easement or Utility Infrastructure located therein; nor shall the Grantor, its successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of the Easement without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention to do so.

3. Grantor, its heirs, executors, administrators, successors and assigns, covenant that no structure will be erected or permitted within the Easement that would, in the opinion of the Grantee, interfere with or endanger the unrestricted exercise of the rights and privileges herein granted and that no concrete, tar or other permanent surfacing shall be installed or permitted over any vault or manhole installed on said property.

4. Grantee, its successors and assigns, shall have the right to level, grade and regrade the Easement as may appear to Grantee to be necessary for the construction, operation and maintenance of its Utility Infrastructure.

5. Grantee, its successors and assigns, if installing facilities underground, shall bury all conduit or cable to such depth as not to interfere with reasonable and ordinary landscaping within the Easement; provided no trees, shrubs or bushes shall be planted thereon without first having obtained written approval from the Grantee.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove said Utility Infrastructure, or shall otherwise permanently abandon said Utility Infrastructure, at which time all such rights, title, privileges and authority hereby granted shall terminate.





State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

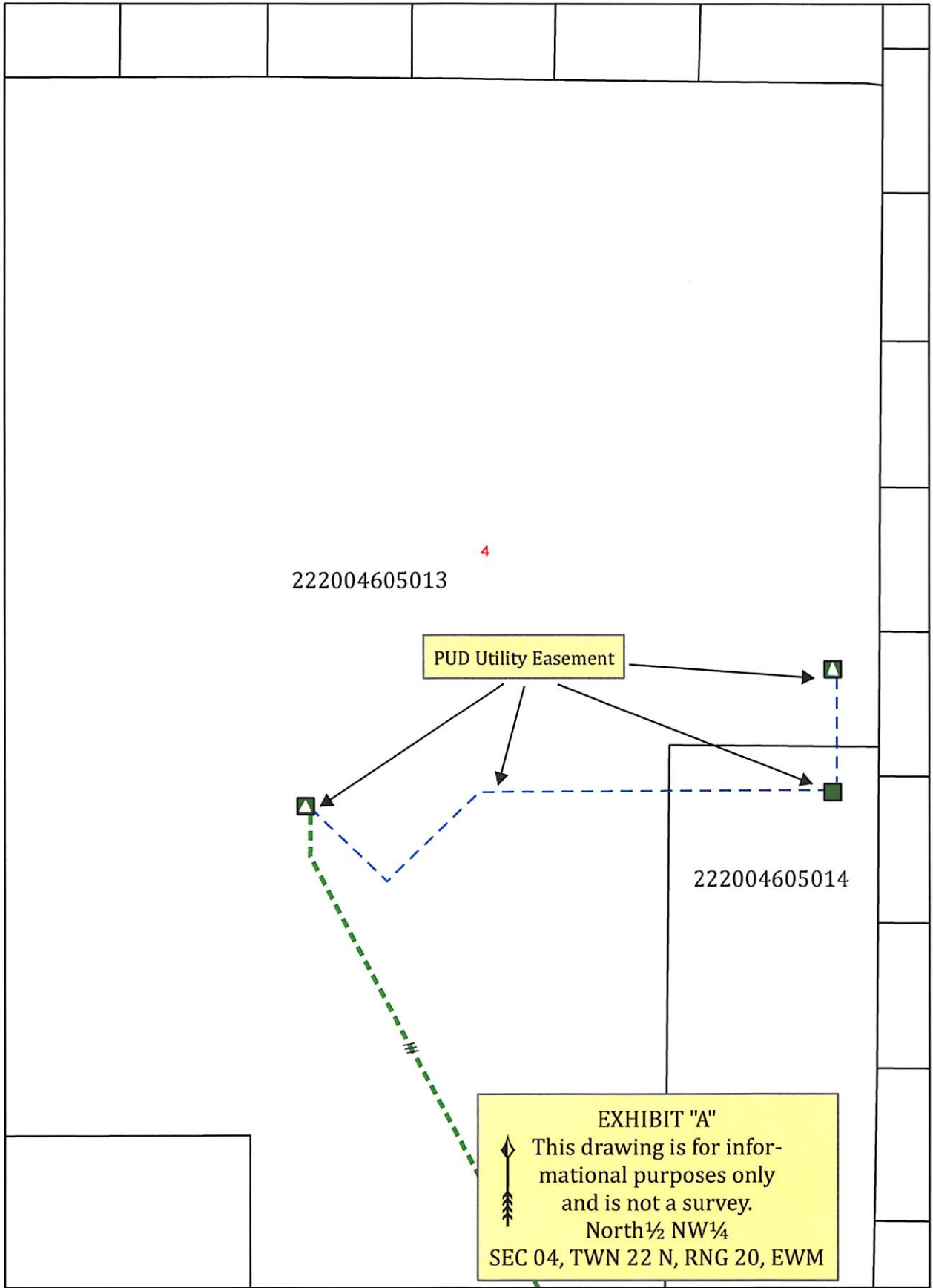
I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of WENATCHEE SCHOOL 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: \_\_\_\_\_

\_\_\_\_\_, Notary Public

My appointment expires: \_\_\_\_\_





Date: August 09, 2016  
To: Board of Directors  
From: Lindee Akers  
Re: Capital Facilities Update Items 2, 3, 4

## MEMORANDUM

This update will be in verbal form, with walk-ons. There are no handouts for the board packet. Let me know if you have any questions.

Thank you,  
Lindee



## 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?
08/04/16	Revision #4	Nelson Geotechnical Assoc., Inc.	LIN CIP - Additional Earthwork/Geotechnical consultation services (Nelson Project No. 9014B15)	NTE \$5000.00  Budget Code  1413 12 7000 100	Upon approval thru August 2016	<u>Gregg Herkenrath</u>  I have read this contract and recommend it for board approval.  Initial <u>8/04/16</u> Date		No. Increase PO842140 0124 by \$5,000.00 for a total of \$40,000.00	This is decided at the district office.

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

Agency Name Nelson Geotechnical Associates, Inc.  
 Attention: David Nelson  
 Street address or PO Box 5526 Industry Lane #2  
 City, State, Zip Code East Wenatchee, WA 98802  
 Email Address daven@nelsongeotech.com  
 Phone Number (509) 665-7696

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

If this is a revision, what has changed?

Lincoln Elem. School - Additional geotechnical consultation services, including explorations, evaluations, and analysis services.

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

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

Signature

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



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

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

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

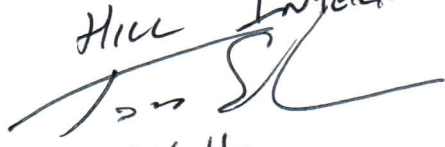
**MEMORANDUM**


DATE: July 29, 2016  
TO: Gregg Herkenrath, Director of Facilities and Capital Projects, Wenatchee Public Schools  
FROM: Khaled M. Shawish, P.E.  
RE: Lincoln Earthwork/Geotechnical Consultation Services  
Wenatchee Washington  
NGA Project No. 9014B15

---

Attached to this memo please find our current invoice for charges incurred on this project as of 5/27/16. The memo reflects charges related to the original scope of services budgeted at \$35,000, as well as the expanded scope requested. As you can see from the invoice, the total charges as of 5/27/16 come to \$36,541.34, \$1541.34 of which are related to the expanded work due to the need for our continued services at the site. We anticipate that our services related to the expanded scope of work will incur an additional charge of approximately \$5000 beyond the original contract to continue consultation services and earthwork construction monitoring, through the completion of the project for a total of \$40,000.

Attachment: Invoice 9014B15-13

APPROVED  
HILL INTERNATIONAL  
  
2 AUG 16

Approved by WSD 8/4/16  


**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?
08/04/16	Revision #4	Nelson Geotechnical Assoc., Inc.	WES CIP - Additional Earthwork/Geotechnical consultation services (Nelson Project No. 9013C15) due to unforeseen soil conditions and additional testing.	NTE \$7,000.00  Budget Code  1416 12 7000 100	Upon approval thru Aug. 31, 2016	<u>Gregg Herkenrath</u>  I have read this contract and recommend it for board approval.  Initial <u>8/04/16</u> Date		No. (increase PO842140 0123 by \$7,000 for a total of \$42,000)	

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

Agency Name Nelson Geotechnical Associates, Inc.  
 Attention: David Nelson  
 Street address or PO Box 5526 Industry Lane #2  
 City, State, Zip Code East Wenatchee, WA 98802  
 Email Address daven@nelsongeotech.com  
 Phone Number (509) 665-7696

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

Washington Elem. School - Additional Geotechnical consultation services, including explorations, evaluations, and analysis services due to unforeseen soil conditions and additional testing needed (Amendment 4).

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

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

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





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

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

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

**MEMORANDUM**

DATE: July 29, 2016  
TO: Gregg Herkenrath, Director of Facilities and Capital Projects, Wenatchee Public Schools  
FROM: Khaled M. Shawish, P.E.  
RE: Washington Elementary School Earthwork/Geotechnical Consultation Services  
Wenatchee Washington  
NGA Project No. 9013C15

---

Attached to this memo please find our current invoice for charges incurred on this project as of 7/22/16. The memo reflects charges related to the original scope of services budgeted at \$35,000, as well as the expanded scope requested. As you can see from the invoice, the total charges as of 7/22/16 come to \$37,232.55, \$2232.55 of which are related to the expanded work due requests by the contractor for additional field evaluations. We anticipate that our services related to the expanded scope of work will incur an additional charge of approximately \$7000 beyond the original contract to continue consultation services and earthwork construction monitoring, through project completion, for a total of \$42,000.

*BEN-*

Attachment: Invoice 9013C15-12

*Approved by Hill with  
Hilfmech 8-2-16*

*Approved by WSD 8/4/16*



# NEW BUSINESS

---





Date: July 27, 2016  
To: Board of Directors  
From: Heather Crail-Director of Human Resources  
Re: Transportation- Contract Changes and Salary Improvements

## MEMORANDUM

**The following are the material language changes and salary increases for our  
Transportation Department**

### Language Changes

1. Three year contract
2. Added language for greater clarification of extraordinary circumstances when uses charter buses for elementary and middle school activity events.
3. Added language to increase pre and post trip time contracted time for drivers.
4. Added bus washer position.
5. Added language to prorate personal leave.
6. Added language to physical exams requiring the district to only pay every two years.

### Salary Improvements

1. Increase of trip rate pay \$16.15 per hour.
2. Schedule A increased to match Eastmont's 2016/2017 Bus Driver salary schedule
3. All steps on schedule A shall be increased additional 3% percent for 2017/2018 or state flow through, which ever is greater.
4. All steps on schedule A shall be increased additional 3% percent for 2018/2019 or state flow through, which ever is greater.
5. Effective 2017/2018 school year, an additional step five (5) shall be added with an increase of an additional \$.25 per hour.
6. Effective 2018/2019 school year, and additional step six (6) shall be added with an increase of additional \$.25 per hour.
7. Effective 2017/2018 school year, a ten-year longevity step shall be added with an increase of an additional \$.25 per hour.

8. Effective 2018/2019 school year, a fifteen (15) year longevity step shall be added with an additional \$.25 per hour.

I will be seeking your approval on August 9, 2016 at the board meeting.

Thank you.

Heather Crail  
Wenatchee School District  
Director of Human Resources



**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
WENATCHEE SCHOOL DISTRICT NO. 246**

**AND**

**PUBLIC SCHOOL EMPLOYEES OF  
WENATCHEE BUS DRIVERS**

**SEPTEMBER 1, 2016 - AUGUST 31, 2019**



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**P R E A M B L E**

This Agreement is made and entered into between Wenatchee School District Number 246 (hereinafter called "District") and Public School Employees of Wenatchee School District (Regular School Bus Drivers), an affiliate of Public School Employees of Washington / SEIU Local 1948 (hereinafter called "Association"), pursuant to the Public Employees Collective Bargaining Act.

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**A R T I C L E I**

**R E C O G N I T I O N**

**Section 1.1. Association Recognition.**

The District recognizes the Association as the exclusive bargaining representative of all classified employees whose job description is defined as regular school bus drivers employed by the District.

**Section 1.2. Job Descriptions.**

Upon request the District shall provide job descriptions to the Association for the employees that the Association represents. The District will notify the Association of any modification of content of existing positions.

**Section 1.3. Substitutes.**

Substitutes are employees temporarily replacing a regular school bus driver. Their rights in regards to this agreement are limited solely to Step 1 of the salary scale indicated in Appendix A.

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**A R T I C L E II**

**R I G H T S O F E M P L O Y E R**

**Section 2.1. District Rights.**

Neither this Agreement nor the act of negotiating shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. The management of the District and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the languages of this Agreement may be administered by the District in accordance with such policy or procedure as the District from time to time may determine. Management officials retain the right and obligation to determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted. Management prerogatives shall not be deemed to exclude other Employers rights not herein specifically enumerated.

**Section 2.2. Contracting.**

The District shall not contract out in-district (to and from) bus runs except where there is not sufficient District equipment or staffing available. The District shall charter high school extra-curricular athletic/activity runs as determined by the District. The District shall use regular District bus drivers



1 for elementary and middle school extra-curricular activity runs except when there are extraordinary  
2 circumstances, i.e. (extraordinary circumstances both parties agree to discuss) or district equipment  
3 and staff is unavailable. The Director of Transportation will post in the Driver's room when a charter  
4 bus is being used to take Wenatchee Middle School and Elementary students on trips.  
5  
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## 8 ARTICLE III

### 9 RIGHTS OF EMPLOYEES

#### 10 **Section 3.1. Right to Join.**

11 It is agreed that all employees subject to this Agreement shall be protected in the exercise of the right,  
12 freely and without fear of penalty or reprisal, to join and assist the Association.  
13  
14

#### 15 **Section 3.2. Personal Concerns.**

16 Each employee shall have the right to bring matters of personal concern relating to employment to the  
17 attention of appropriate officials of the District, with or without the assistance of the Association  
18 representatives.  
19  
20

#### 21 **Section 3.3. Non-discrimination.**

22 Neither the District, nor the Association shall discriminate on the basis of sex, race, creed, religion,  
23 color, national origin, age, honorably discharged veteran or military status, sexual orientation including  
24 gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of  
25 trained dog guide or service animal by a person with a disability in its programs and activities and  
26 provides equal access to the Boy Scouts and other designated youth groups. This holds true for all staff  
27 and for students who are interested in participating in educational programs and/or extracurricular  
28 school activities.  
29

#### 30 **Section 3.4. Harassment.**

31 The District and the Association and employees agree that harassment as defined by law (including  
32 sexual harassment) will not be tolerated. An employee with a harassment complaint shall file a written  
33 report with the Superintendent/designee within thirty (30) days of the incident. Following an  
34 investigation by the District, appropriate actions as determined by the Superintendent shall be taken.  
35

#### 36 **Section 3.5. Personnel File.**

37 An employee shall have the right to review their personnel file by making an appointment for such  
38 purpose through the Human Resources Office. The employee shall have the right to copy and attach  
39 his/her own comments to material included in his/her personnel file, and may initial all material placed  
40 in his/her file. After seven (7) years, at the employee's request, and upon mutual agreement between  
41 the employee and the Executive Director of Human Resources, the District may remove and destroy  
42 employee's evaluation reports and any adverse materials upon which no subsequent action has been  
43 taken.  
44

#### 45 **Section 3.6. Working File.**

46 Material kept in the transportation working file shall be purged when there have been no further  
47 incidents of a similar nature for one (1) year following the development of the working file. No paper  
48 work shall be placed in the working file without the name of the complainant and a full description of

1 the incident. The District may give written warning to an employee if and when the District deems it  
2 appropriate. A copy of the written warning shall be placed in the employee's working file. A written  
3 warning shall not be considered to be a disciplinary action.  
4

5 **Section 3.7. Bus Driver Drug/Alcohol Testing.**

6 The District will implement Mandatory bus driver drug/alcohol testing per federal D.O.T. regulations  
7 and statute. Drivers will receive pay for all time of drug/alcohol testing. Drivers shall receive pay for  
8 actual time required for testing, including travel time.  
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12 **A R T I C L E I V**

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14 **R I G H T S O F T H E A S S O C I A T I O N**  
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16 **Section 4.1. Responsibilities.**

17 The Association has the right and responsibility to represent the interests of all employees in the  
18 bargaining unit; either orally or in writing; and to enter collective bargaining with the object of  
19 reaching an agreement applicable to all employees within the bargaining unit.  
20

21 **Section 4.2. Employee Information.**

22 The names, work assignments, salary information, and a seniority list of employees in the bargaining  
23 unit will be provided to the President of the Association, upon request. It is the responsibility of the  
24 employee to provide the District Payroll/HR Office and Transportation Department any name, address  
25 or phone number changes.  
26

27 **Section 4.3. Association Activities.**

28 Association activities without loss of pay, on the part of District employees, during an employee's  
29 regular shift hours, on the District's premises shall be limited to the following:  
30

- 31 A. The posting of Association notices.
- 32 B. The distribution of Association literature.
- 33 C. Attendance at negotiating meetings with the District.
- 34 D. Attendance at meetings with, and approved by, the District other than negotiations.  
35

36 **Section 4.4. Visitation Rights.**

37 Visitation rights may be granted by the District to the designated representative of the Public School  
38 Employees of Washington to visit with employees in the appropriate bargaining units for purposes of  
39 grievance procedures and/or general information data. The visiting delegate shall notify the School  
40 District of his/her arrival and the visit will result in no time loss to the District.  
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**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION**

**Section 5.1. Negotiate in Good Faith.**

The District and the Association, in accordance with the Public Employees Collective Bargaining Act (RCW 41.56.010 et seq), shall meet at reasonable times to confer and negotiate in good faith with respect to wages, hours and working conditions, and the establishment of grievance procedures, which pertain to the District's public employees represented by the Association.

**Section 5.2. Matters of Mutual Concern.**

The Superintendent and/or designee(s) and the Association President and/or designee(s) will meet at the request of either party to discuss appropriate matters of mutual concern. The party calling the meeting shall state in writing the nature of such meeting and the subject(s) to be discussed at such meeting, prior to the meeting.

**Section 5.3. Contract.**

The PSE will provide an original contract for review by both parties. Upon mutual agreement, the PSE will prepare the contract for signature by all parties to this Agreement. The District agrees to provide a copy of this agreement on the District Website. Hardcopies of the contract will be provided to the Association Officers. The District will notify the Association Membership Officer of all new hires.

**ARTICLE VI**

**WORK ASSIGNMENTS**

**Section 6.1. Workweek.**

Each regular employee shall be assigned to a definite shift and workweek. The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest; provided, however, the District may temporarily assign an employee to a workweek other than herein provided under emergency conditions so long as overtime provisions of the Agreement are not circumvented.

**Section 6.2. Shifts.**

Shifts shall be established in relation to routes and driving time requisite to fulfilling tasks assigned by the Director of Transportation. All bus drivers shall receive one-half (1/2) hour per day in addition to actual hours of driving time for the purpose of pre/post trip checks, bus cleanup and bus warm-up. Bus washing will be on an as needed basis or at the direction of the Director of Transportation. In addition, upon prior approval, drivers that drive more than one district vehicle shall be paid for an additional fifteen (15) minutes pre-trip time and for all additional time required. All trips other than regular daily scheduled runs shall be compensated at the appropriate rate in accordance with Schedule A incorporated herein; provided that bus drivers shall be subject to the provisions relative to overtime herein provided.

**Section 6.2.1. Washing of Trip Bus.**

Five (5) days' notice will be given to the driver of the assigned bus to wash their bus on the day

1 of or prior to a scheduled trip. If the scheduled day of washing does not coincide, the driver  
2 may exchange wash times with another driver. If a bus goes out two (2) times or more per  
3 week, washing the bus in preparation for the trip will be time sheeted.  
4

5 **Section 6.3. Regular, Mid-Day and Class Run Assignments.**

6 All new or open (vacant) regular a.m. and p.m. runs and additional class runs of one (1) hour or more,  
7 scheduled on a regular basis (such as Kindergarten, Head Start, Gifted Program and Pre-School) shall  
8 be posted per Section 11.1. and awarded on the b  
9 asis of seniority as provided in Section 11.2. Minimum time for combined regular a.m. and p.m. run is  
10 three (3) hours, including pre-trip and post-trip. If actual driving time, including pre-trip and post-trip,  
11 is less than three (3) hours for a combined regular a.m./p.m. run, the District reserves the right to  
12 assign other transportation duties within the Transportation Department. Each regular a.m. run or each  
13 regular p.m. run shall be no less than two (2) hours, including pre-trip and post-trip. If actual driving  
14 time, including pre-trip and post-trip, is less than two (2) hours, then the District reserves the right to  
15 assign other duties within the Transportation Department. The District agrees to endeavor to attach any  
16 routes less than one (1) hour to existing routes with the understanding that if they can't be attached,  
17 they will be posted as a one (1) hour minimum. When attached, the added time will be given to the  
18 most senior driver in the area, dependent on load capacity, availability and service to the driver's  
19 assigned school. Temporary assignments that increase route times, by less than one (1) hour, and  
20 remain on the route thirty (30) working days or more will require an increase to the driver's contracted  
21 time. Special Education and Homeless additional hours of one (1) hour or more would be excluded  
22 from posting requirements as per Section 11.1.  
23

24 **Section 6.3.1. Drivers Subbing on Mid-Day and AM/PM Runs.**

25 Drivers substituting on any mid-day or am/pm run shall be given the opportunity to substitute  
26 on runs in Section 6.3. Drivers substituting will stay on a run until the regular driver returns to  
27 work for a period of more than three (3) consecutive days or until such time as the run is  
28 posted, bid and awarded. Drivers will have the opportunity to use their seniority to fill in for a  
29 driver that is on leave, if it is known that the leave is more than five (5) working days. Drivers  
30 may use their seniority to bid and substitute on all runs that are one-quarter (1/4) hour more  
31 than their original run.  
32

33 \*\*Intent: Drivers, meaning regular drivers. AM/PM, Mid-Day – One time move only of the  
34 senior driver. A substitute (not a regular driver) will fill in for the senior driver that has moved.  
35

36 **Section 6.3.2. Bidding and Re-Bidding of Routes.**

37  
38 1. The District reserves the right to completely re-bid AM/PM bus routes in the future, due  
39 to significant reasons. Re-bidding of all bus routes will take place in the last week of  
40 September. All AM/PM routes shall be out for bidding at the same time. Drivers will  
41 stay on their original route until re-bidding is completed. Prior to a re-bid, the District  
42 shall provide a two (2) week notice and information to the drivers.  
43

- 44 • If the complete re-bid does not involve boundary changes, the District and the  
45 Bus Drivers must meet to discuss and agree prior to a complete re-bid taking  
46 place.
- 47 • The District agrees not to implement an automatic annual re-bid.

- In the case of the Bus Drivers requesting a complete re-bid, this would require prior approval by the Director of Transportation and the Executive Director of Human Resources.

2. If any driver, with the exception of the least senior driver, loses their route, this will trigger a complete departmental re-bid, with a 2 week notice and information to the drivers prior to the re-bid. This will occur at any time during the year so a senior driver will not be out a route. This will be for AM/PM routes only. See Article XII – Layoffs, Section 12.1
3. Once a re-bid is done, drivers will not have the opportunity to return to their previous routes, as per Section 11.3. Individual Lateral Moves.

Note: Mid-day routes will be bid every year, in the last week of September. If a driver resigns or gives up their route, including being terminated, this is an open route and will not trigger a re-bid.

**Section 6.4. “Shuttles” Two (2) Hours or Less.**

A shuttle is any trip other than a regularly scheduled a.m., p.m. or mid-day run. Shuttles do not include Middle School Intramural sports when they occur during a driver’s regular a.m., mid-day, or p.m. run. Shuttles shall be assigned by the Director of Transportation on a rotating roster maintained for that purpose. Drivers shall receive a minimum of one (1) hour pay for all shuttle runs. Shuttles shall be paid at each driver’s regular rate.

**Section 6.4.1.**

1. The shuttle and roster shall be established at the beginning of each school year and shall be in order of hire date. If a driver wants to sign up for a category after the start of the school year, their pin will be placed at the bottom of the appropriate category.
2. Shuttles shall be posted when received or up to ten (10) days prior to the trip departure date, when applicable.
3. If an assigned shuttle has a time, date or destination change, the assigned driver will be asked if they want to keep the trip. If the driver denies the trip, the trip will be offered to the second driver(s) down the line until the trip has been accepted. The shuttle will not go up for a reposting unless the driver(s) are unavailable to take the trip. The original driver’s pin will remain in place and turned back to color. If the driver shows up to the building site and the trip has been cancelled, the driver will receive one (1) hour minimum pay and their pin will rotate to the bottom of the category.
4. The Director of Transportation will make the final decision as to who will drive when, in the Director of Transportation’s judgment, safety or potential problems are inherent in the trip. The Director of Transportation will give written notice to the driver that is passed over as to the reason(s) for passing him/her over.

**Section 6.5. Long Roster Trips (More Than Two (2) Hours:**

Roster runs of more than two (2) hours shall be assigned by the Director of Transportation from a rotating roster maintained for that purpose.



1 **Section 6.6. Regular Driver Rotating Roster Operation Rules.**

2 All shuttles, call-backs, emergency trips, rosters and trip bus assignments will be governed under the  
3 Rotating Roster Operation Rules. (Reference – intramural sports will be governed under section 6.4  
4 and 6.9)

- 5
- 6 1. If not all buses are needed for the requested multiple bus trip, the last number assigned to the  
7 trip will return. The driver will receive the two (2) hour minimum; except for “Shuttle Two  
8 Hours or Less”, shall receive a minimum of one (1) hour as referred to in Section 6.4 and their  
9 pin will be rotated to the bottom.
- 10
- 11 2. Each rotating roster shall be established at the beginning of each school year and shall be in  
12 order of hire date. Each signed up driver is listed by seniority in each of the categories (rosters,  
13 shuttle, emergency trips, and call-backs) at the start of the school year. Trip request are  
14 arranged by date and departure time in their category as they are received. Trips are posted one  
15 (1) to two (2) weeks prior to the trip date when possible. Each trip is issued a post and pull date.  
16 Each driver is responsible for checking the trip postings each day and signing the desired trips.
- 17
- 18 3. If a driver misses an assignment in a category, their pin will be tagged and placed to the bottom  
19 for a period of fifteen (15) working days and will not be in the normal rotation during that time.  
20 At the completion of the fifteenth (15<sup>th</sup>) working day the driver’s pin will resume rotation from  
21 the bottom of the category. The driver will be allowed to complete any trips already assigned to  
22 them in other categories during this time. The penalty will not apply to the other categories  
23 unless there has been a missed trip in another category.
- 24
- 25 4. If the trip conflicts with all drivers, the trip will be assigned to buses going back to the  
26 respective buildings, lessening the late arrival. Example; Salmon Festival, year-end Water  
27 Slides, Music Festival and any programs that may be exceptions to the rule. Trips are assigned  
28 according to the driver’s location on the rotation board and status of trips already assigned to  
29 the driver. When a driver receives a trip, their name will be circled and each of the other names  
30 will receive a number according to their status. The driver’s pin will be turned over to show the  
31 trip has been assigned to them. If the pin is already turned over, the driver will receive a rubber  
32 band, showing more than one (1) trip has been assigned to them. After the trip is taken, the pin  
33 drops to the bottom of the rotation and turned back to the color or the rubber band is removed.  
34 If a pin has more than one (1) rubber band, at the conclusion of every trip taken the rubber band  
35 will come off and the pin will drop to the bottom of the rotation until all trips on the pin have  
36 been taken and the pin turns back to color.
- 37
- 38 5. If a driver cannot do the trip that has been assigned to them and turns the trip back in, their pin  
39 will be rotated to the bottom of the category. The trip will then be offered to the #2 drivers and  
40 down the list until the trip is accepted. In the event none of the drivers listed on the assigned  
41 trip are available:
- 42
- 43 A. Under twenty-four (24) hours, the trip will be placed in the emergency category.
- 44
- 45 B. More than twenty-four (24) hours before the trip departure time, the trip will be  
46 reposted and reassigned.
- 47
- 48

1 If changes occur on a posted trip, or a new trip is posted, the transportation office will flag the  
2 trip. It is the driver's responsibility to check all the additions and or changes that could affect  
3 them by 4:00 PM the day before the assignments are made. The only exception(s) for the pin to  
4 remain in position would be if the driver has a personal/family emergency or illness.

5  
6 If a change comes in on an already assigned trip, the driver will be asked if they want to keep  
7 the trip. If the driver denies the trip, the trip will then be offered to the second driver(s) and on  
8 down the line until it has been accepted. The original driver's pin will remain in place and  
9 turned back to color.

- 10  
11 6. The rotating roster operation rules will apply to non-school day(s): On a non-school day, if a  
12 mistake occurs i.e.; time and/or date, with an assigned trip, the driver(s) currently assigned will  
13 keep the trip if it can be completed during the non-school day time period. If the trip has been  
14 rescheduled for a school day, the trip needs to be turned back in and will follow normal posting  
15 and assignment protocol in this section, 6.6.
- 16  
17 7. Overnight trips will be posted when received or up to ten (10) days prior to the departure date  
18 when available to do so. Overnight trips will not be placed in the emergency category if  
19 received less than twenty-four (24) hours prior to the departure time. If the overnight trip is  
20 turned in by the assigned driver, the trip will be offered to the number two (2) person signed up  
21 or continued down the sign up list until the trip is accepted.
- 22  
23 8. The Director of Transportation will make the final decision as to who will drive when, in the  
24 Director of Transportation's judgment, safety or potential problems are inherent in the trip. The  
25 Director of Transportation will give written notice to any driver who is passed over as to the  
26 reason(s) for passing him/her over. The driver's pin will remain in place and will not drop to  
27 the bottom of the category.
- 28  
29 9. There shall be no trading of assigned runs unless deemed necessary by the Director of  
30 Transportation.

31  
32 **Section 6.6.1. Emergencies.**

33 Emergencies are defined as any run that requires an immediate action or reaction and occurs on  
34 a school day, during business hours. Any driver(s) may be called upon to drive the emergency  
35 run, subsequently causing their pin to be rotated to the bottom of the emergency category.

36  
37 Intent: There are students waiting; has to be filled right now. Business hours are generally  
38 defined as 5:30 AM to 5:00 PM.

39  
40 **Section 6.7. Out of Town Rules.**

41 On out of town overnight trips the following definitions will be observed:

- 42  
43 1. Standby Time – The driver is required to assume responsibility for the bus, or to be available  
44 for notification by the person in charge of the group being transported. Standby time is to be  
45 compensated at the trip rate as per Schedule A of this Agreement.
- 46  
47  
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- 1           2. Layover Time – The driver has parked the bus for the day and is free of responsibility for the  
2           bus as per notification by the person in charge of the group being transported. Layover time is  
3           driver’s free time and is not compensated for except as per Section 6.8 of this Agreement.  
4

5           **Section 6.8. Reimbursement in Layover and Out of Town Situations.**

6           Reimbursement for travel expenses will be in accordance with the current District travel regulations.  
7

8           **Section 6.9. Callback Pay.**

9           Drivers shall receive a minimum of two (2) hours pay at the appropriate rate for each callback. A  
10          callback is defined as any work required by the District other than the normal work shift and workday,  
11          noncontiguous with the normal work shift or workday and which occurs after the regular p.m. shift  
12          (run). Noncontiguous is defined as any time beginning thirty (30) minutes or more from the end of the  
13          regular p.m. run. A callback, which occurs less than thirty (30) minutes from the end of a regular p.m.  
14          shift, will be considered a continuation of that p.m. shift and shall receive a one (1) hour pay minimum.  
15

16          **Section 6.10. Canceled Trips.**

17          If any scheduled trip is canceled, the District shall make every effort to notify the designated driver of  
18          the cancellation. Should the driver report for work and discover the trip canceled, the driver shall  
19          receive two (2) hours pay at the appropriate rate. Where cancellation possibilities are posted, drivers  
20          have the responsibility to check the trip status prior to reporting for work. If any scheduled roster trip is  
21          cancelled after the trip has started, the driver will receive a minimum of two (2) hours pay and their pin  
22          will remain in place in the roster category. Exception: “Shuttles Two (2) Hours or Less” shall receive a  
23          minimum of one (1) hour as referred to in Section 6.4.  
24

25          **Section 6.11. Summer Trips. Guidelines for Assigning Summer Trips.**

26          Drivers wishing to be assigned summer trips shall submit their names to the Director of Transportation  
27          prior to the end of the school year. These names shall be assembled into a roster. When the Director of  
28          Transportation is notified of an impending trip, the Director of Transportation or designee shall  
29          telephone the first name on the list and proceed down the list until the trip quota is filled. If a driver  
30          does not answer the telephone summons, the Director of Transportation or designee shall proceed to  
31          the next name on the list. The Director of Transportation or designee shall make notations as to the  
32          date and time of the call after each call and which drivers were assigned to the trip. Calls for the next  
33          trip are to begin after the last name assigned to the previous trip. If the Director of Transportation or  
34          designee calls all the names on the list and fails to secure sufficient drivers, the Director of  
35          Transportation or designee shall go through the roster one additional time and after that is free to fill  
36          the trip quota by other methods. If a driver refuses a trip, he/she shall be treated as though he/she has  
37          been assigned to the trip.  
38

39                   **Section 6.11.1. Summer Routes.**

40                   Senior drivers shall have first choice for the summer route they want. The drivers shall number  
41                   their choices and the Director of Transportation or designee shall ask the driver’s, by seniority,  
42                   which route they want. Routes will be out for the drivers to review at least two (2) days in  
43                   advance.  
44

45          **Section 6.12. School Closure.**

46          In the event of an unusual school closure or delay due to inclement weather, plant inoperable, or the  
47          like, drivers have the responsibility to make a reasonable effort to determine whether or not to report to  
48          work and the District shall make a reasonable effort to notify the employees to refrain from coming to

1 work. Employees reporting to work, not having received such notification, shall receive a minimum of  
2 two (2) hours pay at the appropriate rate.  
3  
4

## 5 6 **ARTICLE VII**

### 7 8 **OVERTIME**

#### 9 10 **Section 7.1. Overtime.**

11 Employees shall be paid at time and one-half (1 1/2) the regular hourly pay for work performed under  
12 any of the following conditions, but compensation shall not be paid twice for the same hours.  
13

- 14 A. All work performed in excess of eight (8) hours in any workday.
- 15 B. All work performed in excess of forty (40) hours in any five (5) workdays.
- 16 C. All work performed on Sunday.

#### 17 18 **Section 7.1.1. Overtime Approval.**

19 The Director of Transportation must approve overtime for any driver subbing on contracted time.  
20  
21  
22

## 23 **ARTICLE VIII**

### 24 25 **HOLIDAYS**

#### 26 27 **Section 8.1. Holidays.**

28 All regular employees shall receive the following paid holidays:  
29

- |                                  |                           |
|----------------------------------|---------------------------|
| 30 1. Labor Day*                 | 7. New Year's Eve         |
| 31 2. Veteran's Day              | 8. New Year's Day         |
| 32 3. Thanksgiving Day           | 9. Martin Luther King Day |
| 33 4. Day after Thanksgiving Day | 10. President's Day       |
| 34 5. Christmas Eve              | 11. Memorial Day          |
| 35 6. Christmas Day              |                           |

36  
37 \*To be paid whether or not school is in session.

38  
39 Employees must work or be on approved paid leave the regular day before and the regular day after the  
40 above holidays to be eligible to receive pay for that day(s).  
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**ARTICLE IX**

**SICK LEAVE**

**Section 9.1 Illness, Injury, Emergencies.**

Annual leave with compensation for illness, injury and emergencies shall be granted and accrued at a rate of ten (10) days per year. Such leave shall accrue to the employee on a monthly basis. Leave provided in this section shall accumulate up to one hundred eighty (180) days and such accumulated time may be taken at any time during the employee's work year. No more than five (5) days per contract year may be granted for emergency leave. Sick leave and emergency pay shall be paid only for periods of absence as defined below:

1. Personal illness and/or injury in the immediate family. Immediate family is defined to be spouse, children, parents, mother-in-law, father-in-law, brother, sister and grandchildren.
2. Serious illness of a person not in the immediate family if approved by the Superintendent or designee.
3. Circumstances beyond the control of the employee such as fire, flood, accident, etc., if approved by the Superintendent or designee. After expiration of five (5) days of emergency leave, additional leave may be granted on approval of the Superintendent or designee.
4. The District shall allow an employee to use the employee's accrued sick leave in accordance with current state law.

**Section 9.2. Sick Leave Cash Out.**

Any eligible employee may exercise an option to cash in unused sick leave days above an accumulation of sixty (60) days at a rate of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can in accordance with statutory law, cash-out their unused sick days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter at a rate equal to one days monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation or any portion of leave for illness or injury accumulated at a rate in excess of one day per month. Leave for illness or injury shall accumulate from year to year up to a maximum of one hundred eighty (180) days. Such accumulated time may be taken at any time during the school year or up to twelve (12) days per year may be used for the purpose of payments for unused sick leave.

An eligible employee means:

- A. Employees who separate from employment due to retirement or death.
- B. Employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service in SERS 3; or
- C. Employees who separate from employment and who are at least age fifty-five and have at least fifteen (15) years of service in SERS 2.



1 **Section 9.3. Sick Leave Sharing.**

2 Employees requesting sick leave sharing must be granted approval from the Associations based on  
3 criteria stated in WAC 357-31-380 through WAC 357-31-455

- 4
- 5 1. **Right to Donate:** Employees may donate sick leave to come to the aid of another bargaining  
6 unit employee if the employee suffers from or has a relative or household member suffering  
7 from an illness, injury, impairment, or physical or mental condition which is of an  
8 extraordinary or sever nature which causes or is likely to cause the employee to take leave  
9 without pay or terminate his or her employment.
  - 10
  - 11 2. **Minimum Accumulation:** Bargaining unit members who have accumulated more than twenty-  
12 two (22) sick leave days may request that the Superintendent transfer a specified amount of  
13 sick leave to another staff member authorized to receive such leave. In no event may such an  
14 employee request a transfer that would result in his or her sick leave account going below the  
15 twenty-two (22) days.
  - 16
  - 17 3. **Maximum Donation:** No restriction.
  - 18
  - 19 4. **Status of Leave Employees:** While an employee is on leave under this section, he or she shall  
20 be classified as an employee and shall receive the same treatment in respect to salary, wages,  
21 and employee benefits as the employee would normally receive if using accrued sick leave.  
22 Payment of sick leave shall be in accordance with state statues, rules and regulations.
  - 23

24 **Section 9.4. Physicians Certification.**

25 Illness in excess of three (3) consecutive workdays shall be certified by written statement from a  
26 licensed physician. Physician's verification of illness may, at the District's discretion, be requested  
27 from time to time for absences less than three (3) days if abuse of utilization of sick leave is indicated  
28 or in accordance with State and Federal leave laws.

29

30 **Section 9.5. Industrial Insurance Leave and Payment.**

31 When an employee is injured on the job and is unable to perform his/her duties as a result of an on-the-  
32 job injury or occupational disease or illness, and is certified off-work by a doctor, the employee may  
33 elect to use leave as follows:

- 34
- 35 A. Choose unpaid leave, thus receiving only his/her entitled temporary total disability (TTD)  
36 benefit payment from the District's industrial insurance; or
  - 37 B. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition  
38 to their entitled TTD benefits; or
  - 39 C. Elect to use a proportionate share of accumulated leave to make up the difference between the  
40 worker's compensation payments and the employee's regular pay at the time of the injury.
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## ARTICLE X

### OTHER LEAVES

**Section 10.1. Jury Duty.**

An employee shall be granted a leave of absence of no less than one-half (1/2) of a full work day with pay at any time the employee is required to report for jury duty or jury service. The employee is required to call his/her supervisor if selected for jury duty or service for the entire day. Employees shall be paid by the District, the difference between any jury duty or jury service compensation they receive and their regular wages for each day of jury duty or jury service. The District may allow employees to retain their jury earnings without deduction, as the District deems appropriate.

**Section 10.2. Subpoena.**

Appearance before a court, legislative committee, or quasi-judicial body as a witness in response to a subpoena or other legal directive should be approved as authorized leave with pay. An employee so appearing shall be paid the difference between their regular wages and any compensation that such employee may receive for such appearance.

**Section 10.3. Leave for Bereavement.**

Each employee shall be entitled up to a maximum of five (5) days leave with pay for absence caused by death to an employee's child, spouse, parent, stepparent, grandparent, grandchild, sibling, or parent-in-law. One (1) day of bereavement shall also be granted for aunts, uncles, nieces, nephews, cousins, friends and co-workers. Such bereavement shall not be deducted from sick leave. Bereavement leave is non-cumulative.

**Section 10.4. Personal Leave.**

For non-recurring events of a personal nature, the District agrees to grant two (2) days leave; one (1) day with pay and one (1) without pay after consultation with the employee's supervisor. Such leave shall be applied for at least one (1) week in advance, except in unusual cases. An employee may carry forward one (1) personal leave day per year to the following year, for a maximum of three (3) days any given year. No personal leave will be granted during September or June or during the employee's probationary period, unless it is an emergency. Personal leave will be prorated.

**Section 10.5. Disability Leave.**

Employees who are physically unable to perform the functions of their position because of their disability may be placed on disability leave. The employee shall notify their immediate supervisor and the Human Resources Department at least sixty (60) calendar days, whenever possible, prior to the proposed starting date of the leave. The actual starting date of the leave shall be granted by the District, taking into consideration the desire of the employee and the employee's attending physician.

Employees granted disability leave may, at their option and at the time the leave is requested, be allowed compensation for disability leave in accordance with Section 9.1. Before returning to work, the employee must be certified by the employee's physician as ready and able to return. Upon expiration of the disability leave the employee shall be assigned to their previous run(s) occupied before the leave. Refusal to accept their previous run(s) shall terminate the employee from the District. In no case, shall disability leave be granted that exceeds one (1) year.

1 **Section 10.6. Family Leave.**

2 Family and disability leave (including maternity leave) shall be granted in accordance with Federal and  
3 State statutes.  
4

5 **Section 10.7. Leave of Absence.**

6 Upon recommendation of the immediate supervisor through administrative channels to the  
7 Superintendent or designee and upon approval of the Board, whose decision shall be final, an  
8 employee may be granted a leave of absence for a period not to exceed one (1) year. Each request shall  
9 be considered on its own merits and the Board determinations shall be non-precedent setting. Regular  
10 drivers will have the opportunity to use their seniority to fill in for the driver on leave. Employees will  
11 be responsible for all benefits during leave and will not accumulate leave or seniority during this time.  
12 All available appropriate paid leave must be exhausted prior to an unpaid leave of absence, unless the  
13 unpaid leave is an FMLA leave.  
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18 **ARTICLE XI**

19 **WORK FORCE CHANGES, JOB OPENINGS, PROMOTION, AND SENIORITY**  
20  
21

22 **Section 11.1. Job Opening.**

23 Whenever a job opening occurs as defined in Section 6.3 (other than a temporary opening) a notice of  
24 opening shall be posted on the work area bulletin board for five (5) working days. During this period  
25 employees, who wish to apply for the open position or job, including employees on lay off, may do so.  
26 The Letter of Interest shall be in writing and it shall be submitted to the Director of Transportation or  
27 designee and a copy to the District Human Resources Office. Employees wishing to be considered for  
28 any subsequent opening(s) created within that job classification, due to filling of the opened position  
29 shall notify the Director of Transportation or designee on forms provided by the District. The  
30 subsequent opening within any job classification shall not be posted but employees shall be notified of  
31 the subsequent opening to be filled for three (3) workdays on the bus garage bulletin board and filled  
32 from the pool of applicants and/or current employees that notify the Director of Transportation or  
33 designee. If no current employee applies, then the position shall be requisitioned and posted as usual  
34 and filled from the pool of applicants.  
35

36 **Section 11.2. Job Selection.**

37 Selection of an employee to a new or open position shall be made by the District and given to the most  
38 senior qualified employee.  
39

40 **Section 11.3. Individual Lateral Moves.**

41 Any change in job shall be considered temporary, excluding departmental bids, for a period of five (5)  
42 working days, exclusive of holidays, from the date of the change. Within the five (5) day period,  
43 exclusive of holidays, if the District or the employee decides the employee is unsuited for the job, the  
44 employee shall revert to the employee's former assignment without prejudice.  
45

46 **Section 11.4. Seniority Definition.**

47 Seniority means an employee's years of experience in this (Bus Driver) classification. Two (2) or more  
48

1 employees hired on the same date shall draw for seniority. Example: by names, numbers, etc. All  
2 employees hired before August 31, 2002 shall remain in their same placement on the seniority list.

3  
4 **Section 11.4.1. Seniority Rights.**

5 Seniority rights shall not be lost for the following reasons:

- 6  
7 A. Time lost by reason of industrial accident, industrial illness or judicial leave, but not to  
8 exceed one year;  
9 B. Time on leave of absence granted for the purpose of serving in the Armed Forces of  
10 the United States;  
11 C. Time spent on other authorized leaves.

12  
13 **Section 11.4.2. Loss of Seniority Rights.**

14 The seniority rights of an employee shall be lost for the following reasons:

- 15 A. Resignation;  
16 B. Discharge, termination or suspension for cause;  
17 C. Retirement;  
18 D. Failure to report to work when not on approved leave.

19  
20 **Section 11.5. Probationary Employees.**

21 Each new regular employee shall remain in a probationary status for a period of ninety (90) workdays;  
22 exclusive of holidays following the official hire date (official hire date is defined as the employees first  
23 day of work as a regular employee). During this probationary period the District may discharge such  
24 employee at its discretion. At the end of the probationary period, the employee will be subject to all  
25 rights and duties contained in this Agreement retroactive to the hire date. Probationary employees are  
26 allowed to be on the rotating roster during their probationary period, and the Director of Transportation  
27 has the right to deny an assignment to the employee.

28  
29  
30 **ARTICLE XII**

31  
32 **LAYOFFS**

33  
34  
35 **Section 12.1. Employee Status.**

36 In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off  
37 in the inverse order of their seniority. Employees so affected are to be placed on a re-employment list  
38 maintained by the District according to layoff ranking. Such employees are to have priority in filling  
39 an opening in the classification held immediately prior to layoff, except as provided in Section 11.2.  
40 Names shall remain on the reemployment list for one (1) year.

41  
42 **Section 12.2. Employee Reporting.**

43 Employees on layoff status shall file their address in writing with the personnel office of the District  
44 and shall thereafter promptly advise the District in writing of any change in address.

45  
46 **Section 12.3. Forfeit of Rights.**

47 An employee shall forfeit rights to re-employment as provided in Section 12.1., if the employee does

1 not comply with the requirements of Section 12.2., or if the employee does not respond to the offer of  
2 re-employment within fifteen (15) days.

3  
4 **Section 12.4. Seniority Forfeit.**

5 An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other  
6 accrued benefits, provided that such employee is offered a position substantially equal to that held  
7 prior to layoff.  
8  
9  
10

11 **ARTICLE XIII**

12 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

13  
14  
15 **Section 13.1. Discipline or Discharge of Bus Drivers.**

16 The District shall have the right to discipline or discharge an employee for cause. Any disciplinary  
17 action or measure imposed upon an employee may be processed by a grievance through the regular  
18 grievance procedure hereinafter provided. If the District has reason to reprimand an employee, it shall  
19 be done in a manner that will not embarrass the employee before other employees or the public.  
20

21 The Association President shall be notified of disciplinary actions of any employees in the unit. The  
22 Association may have an observer at hearings conducted by a District official arising out of a  
23 grievance and make known the Association's view concerning the case. In arriving at any disposition  
24 or settlement, neither party shall have the authority to alter this Agreement. The following actions shall  
25 be considered to be disciplinary actions. The District agrees to follow the principals of progressive  
26 discipline, except in cases of serious misconduct.  
27

- 28 1. Written Reprimand
- 29 2. Suspension (without pay); and
- 30 3. Discharge

31  
32 A copy of all disciplinary actions shall be placed in the employee's personnel file.  
33  
34  
35

36 **ARTICLE XIV**

37 **INSURANCE / ANNUITIES**

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39  
40 **Section 14.1. Medical Insurance.**

41 Effective September 1, for October coverage, the district shall contribute the state funded insurance  
42 benefit amount per month, toward the cost of District approved medical plans for full time equivalent  
43 (FTE) employees, net of any amounts funded for purposes specified by the legislature or the state.  
44 Employees must work three (3) hours per day or more (or total 540 hours annually) to be eligible for  
45 prorated insurance coverage. The insurance contribution shall be prorated on the basis of 1,440 hours  
46 equal to one (1) FTE. The parties agree to abide by state laws relating to school district employee  
47 benefits. Excess contributions shall be pooled. The pool shall be distributed based on an FTE basis.  
48 The District will set a pool for the month of September, based on the hours assigned on September



1 10<sup>th</sup>. The District will set another pool for the remainder of the year, based on the hours assigned on  
2 October 10<sup>th</sup>. The result of the second pool run on October 10<sup>th</sup> will not be retroactive to September 1<sup>st</sup>.  
3 A copy of the pool calculations shall be provided to the Association President upon request but no  
4 sooner than November 15.

5  
6 **Section 14.1.1. Minimum Contribution.**

7 In accordance with ESSB 5940, each employee included in the pooling arrangement and who is  
8 covered by this agreement, which elect medical benefit coverage shall pay at least a minimum of one  
9 (\$1.00) dollar per month.

10  
11 **Section 14.1.1. Health Care Authority Carve-Out.**

12 Beginning January 1, 2014, the District will pay, for those employees who qualify for benefits,  
13 one hundred (100%) percent of the State mandated Health Care Authority (HCA) Carve-Out on  
14 a pro rata basis per employee FTE.

15  
16 **Section 14.2. Liability Insurance.**

17 The District shall provide tort liability insurance for each employee when they are performing  
18 authorized duties; provided that there is no obligation to assume any responsibility held against the  
19 employee when damages are due to the employee's negligence, violation of law or criminal act. The  
20 District will provide coverage in accordance with RCW 28A.400.360 and RCW 28A.400.370.

21  
22 **Section 14.3. Confrontational Situations.**

23 Employees are expected to use reasonable measures in a situation involving physical threats or abuse  
24 from a student. Such reasonable measures may include seeking assistance from another staff member  
25 or from law enforcement officers as necessary. In keeping with the foregoing, employees may use  
26 reasonable measures with a student as necessary to protect him/herself, a fellow employee, teacher,  
27 administrator or another student from attack, physical abuse or injury, or to prevent damage to District  
28 property.

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32 **ARTICLE XV**

33  
34 **EXAMS, MEETINGS, LICENSE, TRAINING**

35  
36 **Section 15.1. Physical Exam.**

37 The District shall pay the full cost of physical examinations and/or x-rays required as a condition of  
38 employment which is every two (2) years. Beginning May 21, 2014, per Federal Motor Carriers  
39 Safety Administration, all medical/physical exams must be conducted by a National Registry of  
40 Certified Medical Examiners. Bus Drivers who regularly transport developmentally disabled students  
41 will be provided Hepatitis B shots at the cost of the District. Employees who do not take the physical  
42 examination and/or x-ray when required shall be terminated; provided the employee has received  
43 adequate notice. Such termination is not subject to the grievance procedure.

44  
45 **Section 15.2. Physical Capabilities.**

46 Physical capability evaluations shall be as provided by WAC 392-144.  
47

1 **Section 15.3. Required Meetings.**

2 Employees required to attend courses or meetings established by the Director of Transportation, as a  
3 condition of employment shall be compensated at their regular rate of pay. Employees who do not  
4 attend courses to maintain certification in required areas shall be subject to disciplinary action up to  
5 discharge, provided employee has received adequate notice. Such disciplinary action will not be  
6 subject to the grievance procedure.

7  
8 **Section 15.4. Driver's License Tests.**

9 The Wenatchee School District shall pay the difference between a regular driver's license and a CDL;  
10 and other related school bus endorsements for regular drivers.  
11  
12  
13

14 **ARTICLE XVI**

15 **DUES DEDUCTION**

16  
17  
18 **Section 16.1. Current Members.**

19 Each employee subject to this Agreement, who, on the effective date of this Agreement is a member of  
20 the Association in good standing, shall as a condition of employment, maintain membership in the  
21 Association in good standing during the period of this Agreement.  
22

23 **Section 16.2. Non-Members.**

24 No current employee shall be required to join the Association. However, all employees hired shall, as a  
25 condition of employment, and after thirty (30) days, be required to become a member of the  
26 Association or pay a representation fee to the Association.  
27

28 **Section 16.3. Religious Objections.**

29 Nothing contained in this Agreement shall require Association membership of employees who object  
30 to such membership based on bona fide religious tenets or teaching of a church or religious body of  
31 which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a  
32 nonreligious charity or other charitable organization mutually agreed upon by the employee and the  
33 Association. The employee shall furnish written proof that such payment has been made. If the  
34 employee and the Association cannot agree on such matter, it shall be resolved by the Public  
35 Employment Relation Commission pursuant to RCW 41.56.122.  
36

37 **Section 16.4. Check off.**

38 The District shall deduct PSE dues from the pay of any employee who authorizes such deduction in  
39 writing pursuant to R.C.W. 41.56.110. The District shall deduct a representation fee as provided in  
40 Section 16.2. of this Agreement. The District shall transmit all such funds deducted to the Treasurer of  
41 the Public School Employees of Washington on a monthly basis along with a reconciled list of  
42 employees, social security numbers, gross pay and deduction.  
43

44 **Section 16.5. New Hires.**

45 At the time of hire, the District will inform the new hire of the terms and conditions of this Article.  
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**ARTICLE XVII**

**GRIEVANCE PROCEDURE**

Working days for the purpose of this agreement shall mean any day of the year with the exception of holidays (those recognized as a part of this agreement), weekends and spring and winter breaks.

**Section 17.1. Procedure.**

Any grievance or dispute arising between the District, the Association and/or an employee within the bargaining unit with respect to the application, meaning or interpretation of this Agreement, shall be resolved under this Grievance Procedure, Article XVII. Timelines shall be strictly adhered to.

**Section 17.2. Grievance Steps. Step One.**

The employee shall first discuss the grievance with the Director of Transportation, If the employee requests, the employee may be accompanied by an Association representative at such discussion. All grievances not brought to the Director of Transportation under Step One within fifteen (15) workdays of the occurrence of the grievance shall be waived by the employee. The Director of Transportation receiving a grievance as herein provided shall respond to the employee within fifteen (15) workdays from the receipt of the grievance.

**Section 17.3. Step Two.**

If the grievance is not resolved to the employee's satisfaction at the completion of Step One, it shall be reduced to writing and within ten (10) workdays, shall be submitted to the Director of Transportation and a copy provided to the Executive Director of Human Resources and shall contain the following:

- A. The facts on which the grievance is based.
- B. A reference to the provisions in this Agreement, which have allegedly been violated.
- C. The remedy sought.

The parties will have five (5) workdays from submission of the written statement of grievance to resolve it. The Director of Transportation shall inform the employee and the Association in writing of the disposition of the grievance. If an agreeable disposition has been made, the aggrieved party shall terminate the grievance in writing within five (5) workdays.

**Section 17.4. Step Three.**

If the grievance is not resolved to the employee's satisfaction at the completion of Step Two, it shall be submitted to the District Superintendent/or designee in writing within five (5) workdays. The District Superintendent/or designee shall inform the grievant and the Association in writing of the disposition of the grievance, within five (5) workdays of submission of the grievance. If an agreeable disposition is made, the aggrieved party shall terminate the grievance in writing within five (5) workdays.

**Section 17.5. Step Four Arbitration.**

If the grievance is not resolved to the employee's satisfaction at the completion of Step Three, the employee may demand arbitration of the grievance within fifteen (15) working days. Any dispute, claim or grievance arising out of or relating to the interpretation of the application of this Agreement shall then be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If mutually agreed, the parties may submit to arbitration under the Expedited

1 Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept  
2 the arbitrator's award as final and binding upon them.

3  
4 The grievance or arbitration discussions shall take place whenever possible on school time. The  
5 employer shall not discriminate against any individual employee or the Association for taking action  
6 under this Article. Expenses of the arbitrator shall be borne by the loser. All other expenses shall be  
7 borne by the party incurring them.

## 11 ARTICLE XVIII

### 12 SALARIES AND EMPLOYEE COMPENSATION

#### 14 **Section 18.1. Compensation.**

15 Employees shall be compensated in accordance with the provisions of the Agreement for all authorized  
16 hours worked.

#### 18 **Section 18.2. Salaries.**

19 Salaries contained in Schedule A shall be for the entire term of this Agreement subject to the terms and  
20 conditions of Article XIX, Section 19.1.

#### 22 **Section 18.2.1. Salary Improvements.**

- 23 1. Salary improvements for 2017-2018 shall be:
  - 24 • All steps on Schedule A shall be increased an additional 3% or state flow through,  
25 whichever is greater.
  - 26 • An additional step five (5) shall be added with an increase of an additional twenty-  
27 five (\$0.25) cents per hour.
  - 28 • A ten (10) year longevity step shall be added with an increase of an additional  
29 twenty-five (\$0.25) cents per hour.
- 30 2. Salary improvements for 2018-2019 shall be:
  - 31 • All steps on Schedule A shall be increased an additional 3% or state flow through,  
32 whichever is greater.
  - 33 • An additional step six (6) shall be added with an increase of an additional twenty-five  
34 (\$0.25) cents per hour.
  - 35 • A fifteen (15) year longevity step shall be added with an increase of an additional  
36 twenty-five (\$0.25) cents per hour.

#### 39 **Section 18.3. Increments.**

40 Incremental steps, when applicable shall take effect provided the employee has completed the ninety  
41 (90) working days probationary period. Credit for prior experience: At the end of the probationary  
42 period, the District will determine if credit for prior work experience should be awarded. If so  
43 determined, the higher step would be retroactive to the date of hire.

1 **Section 18.4. Rounding Time.**

2 For purposes of calculating daily hours, the time worked shall be rounded to the applicable fifteen (15)  
3 minute segment, for each run or extra assignment, up or down.

4  
5 **Section 18.5. Travel Reimbursement.**

6 Any employee required to travel from one site to another in a private vehicle during working hours  
7 shall be reimbursed for such travel on a per mile basis according to the rate established for State  
8 Employees as per RCW 43.03.060. On overnight trips, meals and lodging will be provided by the  
9 District at the rate established by District policy.

10  
11 **Section 18.6. Pay Prorated.**

12 All employees shall receive pay prorated on a twelve (12) month basis for regular runs.

13  
14 **Section 18.7. Direct Deposit.**

15 Employees shall be enrolled in the District’s direct deposit plan. Salaries will be deposited directly to  
16 each employee’s bank account.

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19  
20 **ARTICLE XIX**

21  
22 **TERM AND SEPARABILITY OF PROVISIONS**

23  
24 **Section 19.1. Term of Agreement.**

25 This Agreement shall remain in full force and effect from September 1, 2016, until August 31, 2019.  
26 Schedule A and Article XIV Insurance shall be adjusted for each school year in accordance with the  
27 salary based on the legislative cost of living and insurance funds allocated from the state.

28  
29 **Section 19.2. Provisions.**

30 All provisions of this Agreement shall be applicable to the entire term of this Agreement.

31  
32 **Section 19.3. Openers.**

33 This Agreement may be reopened and modified at any time during its term upon mutual consent of the  
34 parties in writing.

35  
36 **Section 19.4. Unlawful Provisions.**

37 If any provision of this Agreement or the application of any provision is held invalid or unlawful, the  
38 remainder of this Agreement shall not be affected thereby and shall be deemed valid and enforceable.

39  
40 **Section 19.5. Conflicts with Statute.**

41 Neither party shall be compelled to comply to any provision of this Agreement which conflicts with  
42 Federal, State, County or City statute or regulations promulgated pursuant there to.

43  
44 **Section 19.6. Renegotiating.**

45 In the event either Section 19.4 or 19.5 is determined to apply to any provision of the Agreement, such  
46 provision shall be renegotiated.



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**SIGNATURE PAGE**

PUBLIC SCHOOL EMPLOYEES  
OF WASHINGTON/SEIU LOCAL 1948

WENATCHEE  
BUS DRIVER'S CHAPTER

WENATCHEE SCHOOL DISTRICT #246

BY: \_\_\_\_\_  
Dwain Simpson, Chapter President

BY: \_\_\_\_\_  
Jennifer Talbot, School Board President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Brian Floner, School Board Secretary

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Heather Crail, District Negotiator

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Lisa Turner, Executive Director of HR

DATE: \_\_\_\_\_

**SCHEDULE A  
WENATCHEE SCHOOL DISTRICT NO. 246  
BUS DRIVERS & BUS WASHERS  
SEPTEMBER 1, 2016 – AUGUST 31, 2017**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Bus Driver	\$18.62	\$19.01	\$19.46	\$19.91
Bus Washer	\$12.18	\$12.67	\$13.03	\$13.65

- Trip Rate sixteen dollars and sixteen cents (\$16.16) per hour
- Substitutes will be paid at step I
- That portion of extra trips which is in lieu of the employee's regular run shall be compensated at the employee's regular hourly rate of pay.
- Any new hire that has been employed, as a bus driver by any school district in the state of Washington shall be placed on the appropriate step as provided by statute.
- Driver Trainer shall receive one dollar (\$1.00) an hour above the driver's regular rate of pay for Driver Trainer hours only.

Effective September 1, 2017 all steps on schedule A shall be increased additional three (3%) percent for 2017/2018 or state flow through, whichever is greater.

Effective September 1, 2017, an additional step five (5) shall be added with an increase of an additional twenty-five cents (\$.25) per hour.

Effective September 1, 2017, a ten (10) year longevity step shall be added with an increase of an additional twenty-five cents (\$.25) per hour.

Effective September 1, 2018 all steps on schedule A shall be increased additional three (3%) percent for 2018/2019 or state flow through, whichever is greater.

Effective September 1, 2018, and additional step six (6) shall be added with an increase of additional twenty-five cents (\$.25) per hour.

Effective September 1, 2018, a fifteen (15) year longevity step shall be added with an additional twenty-five cents (\$.25) per hour.

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

**3000 Policy Series Review**

Policy	Title	Suggested Action	District Recommendation	Rationale
<b>3210</b>	<b>Nondiscrimination</b>	<b>Essential</b>	<b>Approve</b>	<b>Added Auxiliary Devices to be offered to students.</b>
<b>3210P</b>	<b>Nondiscrimination Procedure</b>	<b>FYI</b>		
				August 2016

## **NONDISCRIMINATION**

The district shall provide equal educational opportunity and treatment for all students in all aspects of the academic and activities program without discrimination based on race, religion, creed, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation, gender expression or identity, marital status, the presence of any sensory, mental or physical disability, or genetic information, or the use of a trained dog guide or service animal by a person with a disability. The district will provide equal access to the Boy Scouts and other designated youth groups listed in Title 36 of the United States Code as a patriotic society. District programs shall be free from sexual harassment. [Auxiliary aids and services will be provided upon request to individuals with disabilities.](#)

Conduct against any student that is based on one of the categories listed above that is sufficiently severe, persistent or pervasive as to limit or deny the student's ability to participate in or benefit from the district's course offerings; educational programming or any activity will not be tolerated. When a district employee knows, or reasonably should know, that such discriminatory harassment is occurring or has occurred, the district will take prompt and effective steps reasonably calculated to end the harassment, prevent its recurrence and remedy its effects.

The district's nondiscrimination statement will be included in all written announcements, notices, recruitment materials, employment applications, and other publications made available to all students, parents, or employees. The statement will include: 1) notice that the district will not discriminate in any programs or activities on the basis of any of the above-listed categories; 2) the name and contact information of the district's compliance officer designated to ensure compliance with this policy; and 3) the names and contact information of the district's Section 504 and Title IX compliance officers.

The district will annually publish notice reasonably calculated to inform students, students' parents/guardians (in a language that they can understand, which may require language assistance), and employees of the district's discrimination complaint procedure.

The superintendent will designate a staff member to serve as the compliance officer for this policy. The compliance officer will be responsible for investigating any discrimination complaints communicated to the district.

The district will provide training to administrators and certificated and classroom personnel regarding their responsibilities under this policy and to raise awareness of and eliminate bias and discrimination based on the protected classes identified in this policy.

Cross References:      Board Policy 2020 Curriculum Development and Adoption  
                                 Board Policy 2140 Guidance and Counseling  
                                 Board Policy 2150 Co-Curricular Program  
                                 Board Policy 2151 Interscholastic Activities  
                                 Board Policy 2030 Service Animals in Schools  
                                 Board Policy 4260 Use of School Facilities

## Board Policy 4217 – Effective Communication

Legal References:	RCW 28A.640 Sexual Equality RCW 49.60 Discrimination — Human rights commission RCW 28A.642 Discrimination prohibition 42 U.S.C. §§ 12101-12213 Americans with Disabilities Act WAC 392-400-215 Student rights WAC 392-190-020 Training—Staff responsibilities—Bias awareness WAC 392-190-060 Compliance – School district designation of responsible employee - Notification 20 U.S.C. § 7905 Boy Scouts of American Equal Access Act
Management Resources:	2014 December Issue 2013 April Issue 2012 December Issue 2011 June Issue Policy News, August 2007 Washington’s Law Against Discrimination

Adoption Date: 7/25/1994 Wenatchee School District  
Revised: 12/11/07, 10/26/11; 6.29.12, 8/2015; 8.16



# NONDISCRIMINATION

Procedure No. 3210P Students

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## I. General Provisions

- A. The District shall use the definitions required in RCW 28A.642.010: Discrimination Prohibited - Definitions, as it now appears or is hereafter amended.
- B. "Complaint" means a written charge alleging specific acts, conditions or circumstances, which are in violation of the anti-discrimination laws or Policy 3210.
- C. "Complainant" means the person that filed a complaint.
- D. "Compliance officer" or "district's compliance officer" means the person responsible for investigating a complaint. If the respondent is a student, the compliance officer shall be the Executive Director of Student Services. If the compliance officer is the respondent in the complaint, then the Superintendent shall appoint a different compliance officer, who shall not be a witness to the alleged discrimination stated in the complaint.
- E. "Respondent" means the person alleged to be responsible or who may be responsible for the discrimination alleged in the complaint.
- F. "Superintendent" means the Superintendent of the district, or his or her designee.
- F. Any time period specified in this procedure that falls on a weekend or holiday shall be extended to the next business day.

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## II. Complaint Procedure

### A. Who May File a Complaint

Anyone may file a complaint against the district alleging that the district has violated anti-discrimination laws. This complaint procedure is designed to assure that the resolution of real or alleged discrimination shall be directed toward a just resolution that is satisfactory to the complainant, the administration and the board of directors. This complaint procedure shall apply to the general conditions of nondiscrimination policy (Policy No. 3210) and more particularly to policies dealing with guidance and counseling (Policy No. 2140), co-curricular program (Policy No. 2150), and curriculum development and instructional materials (Policy No. 2020). If the complaint alleges that an employee has been discriminated against by the district, the district shall comply with Policy No. 5010 and its accompanying procedure.

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### B. Time Period for Filing Complaint

The time period for filing a complaint is one year from the date of the occurrence that is the subject matter of the complaint. However, the time period for filing a complaint shall not apply if the complainant was prevented from filing due to:

- (1) Specific misrepresentations by the district that it had resolved the alleged discrimination forming the basis of the complaint; or
- (2) Withholding of information that the district was required to provide under WAC 392-190-065 or

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C. Filing a Complaint

1. Informal Complaints

Informal complaints are verbal and may be filed with the Superintendent, any district cabinet member, any school principal or vice-principal, or to the compliance officer. Any district employee who receives an informal complaint that alleges discrimination shall promptly notify the district compliance officer. If the district compliance officer is the respondent in the complaint, then the district employee shall promptly notify the Superintendent. The district must notify the complainant (verbally or in writing) of their right to file a formal complaint.

2. Formal Complaints

Formal complaints are written complaints that must set forth the specific acts, conditions or circumstances alleged to be discrimination. Formal complaints may be filed with the district by mail, fax, or e-mail or by hand-delivery to the Superintendent, any district cabinet member, any school principal or vice-principal, or to the district compliance officer. Any district employee who receives a formal complaint that alleges discrimination shall promptly notify the district compliance officer. If the district compliance officer is the respondent in the complaint, then the district employee shall promptly notify the Superintendent.

D. No Retaliation

The district shall not intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with their right to file any complaint under this policy and procedure and from retaliating against an individual for filing such a complaint.

E. Preservation of Records

The file containing copies of documents (hard-copy or electronic) relative to each complaint, including the documents regarding disposition and any corrective measures instituted by the district, shall be retained in the office of the compliance officer for the length of time required by the Local Government Records Retention Schedules.

III. Resolution of Complaint

A. Informal Complaint Process for Resolution

Anyone with an informal complaint of discrimination may request a meeting with the compliance officer or designated employee to resolve their concerns. Such a meeting will be at the option of the complainant. If able to resolve the concerns at this meeting to the satisfaction of the complainant, no further action by the district is required. If unable to resolve the concerns at this meeting to the satisfaction of the complainant, then complainant may file a formal complaint.

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**B. Formal Complaint Process for Resolution**

**1. Level One: Complaint to District**

**a. Investigation by Compliance Officer**

Upon filing of a formal complaint, the compliance officer will provide the complainant a copy of this procedure. Within 20 calendar days following the filing of the formal complaint, the compliance officer shall complete the investigation into the allegations and provide the Superintendent with a copy of the formal complaint, and a written report that includes the details of the investigation and the results of the investigation.

The district and complainant may agree to resolve the complaint in lieu of an investigation. If the complaint is resolved to the satisfaction of the complainant, no further action by the district is required.

**b. Decision by Superintendent**

**i. Time Frame to Issue Decision**

The Superintendent will issue a written decision to the complainant as expeditiously as possible, but in no event later than 30 calendar days following the filing of the formal complaint, unless otherwise agreed to by the complainant or if exceptional circumstances related to the complaint require an extension of the time limit. In the event an extension is needed, the district will notify the complainant in writing of the reason for the extension and the anticipated response date the district will issue the written decision to the complainant.

**ii. Contents of Decision**

The Superintendent's written decision will be provided in a language the complainant can understand and may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964.

The written decision of the Superintendent shall include:

- a. A summary of the results of the investigation;
- b. Whether the district has failed to comply with anti-discrimination laws;
- c. If non-compliance is found, corrective measures the district deems necessary to correct it;
- d. Notice of the complainant's right to appeal to the school board; and
- e. Identify where and to whom the appeal must be filed.

**iii. Service of Decision**

The written decision may be mailed by regular mail to the complainant or personally served upon the complainant. If mailed, service of the written decision shall be deemed complete three (3) school business days after mailing.

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**c. Corrective Measures**

Any corrective measures deemed necessary shall be instituted as expeditiously as possible, but in no event later than 30 calendar days following the Superintendent's service of a written decision to the complainant unless otherwise agreed to by the complainant.

**d. Notice to OSPI**

The district must send a copy of the written decision to the Office of the Superintendent of Public Instruction.

**2. Level Two: Appeal to Board of Directors**

**a. Time to Appeal**

If a complainant disagrees with the Superintendent's written decision, the complainant may appeal the decision to the district board of directors by filing a written notice of appeal with the secretary of the board within ten calendar days following the date upon which the complainant was served the decision.

**b. Review on Appeal**

**i. Record Before the Superintendent**

The board of directors shall review the formal complaint, the written report regarding the investigation, and the Superintendent's decision.

**ii. Submission of Additional Material**

The complainant and the district shall be allowed to submit additional relevant material to the board, which may include testimony of witnesses provided pursuant to a written declaration signed under penalty of perjury; provided that a copy of such is provided to the other party. Any additional relevant materials must be submitted to the board within seven calendar days following the filing of the written notice of appeal.

**c. Decision of Board**

**i. Timeframe to Issue Decision**

Unless otherwise agreed to by the complainant, the board will render a written decision and provide a copy of the decision to the complainant within 30 calendar days following the filing of the written notice of appeal.

**ii. Contents of Decision**

The decision of the board will be provided in a language the complainant can understand, which may require language assistance for complainants with limited English proficiency in accordance with Title VI of the Civil Rights Act. The decision shall include:

- a. A finding as to whether the district has failed to comply with anti-discrimination laws;
- b. If non-compliance is found, corrective measures the district deems necessary to correct it.

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- c. Notice of the complainant's right to appeal to the Superintendent of Public Instruction; and
- d. Identify where and to whom the appeal must be filed.

**iii. Service of Decision**

The written decision may be mailed by regular mail to the complainant or personally served upon the complainant. If mailed, service of the written decision shall be deemed complete three (3) school business days after mailing.

**d. Corrective Measures**

Any corrective measures deemed necessary shall be instituted as expeditiously as possible, but in no event later than 30 calendar days following the board's service of the written decision to the complainant unless otherwise agreed to by the complainant.

**e. Notice to OSPI**

The district will send a copy of the appeal decision to the Office of the Superintendent of Public Instruction.

**3. Level Three: Complaint to the Superintendent of Public Instruction**

If a complainant disagrees with the decision of the board of directors, or if the district fails to comply with this procedure, or fails to comply with WAC 392-190-065 or WAC 392-190-070, the complainant may file a complaint with the Office of the Superintendent of Public Instruction.

Any complaint filed with the Office of the Superintendent of Public Instruction must comply with WAC 392-190-075, as it now appears or is hereafter amended.

**4. Level Four: Administrative Hearing**

The complainant or the district that desires to appeal the written decision of the Office of the Superintendent of Public Instruction must comply with WAC 392-190-079, as it now appears or is hereafter amended.

**C. Mediation**

At any time during the complaint procedure outlined in Level One, Level Two or Level Three, a district may, at its own expense, offer mediation. The complainant and the district may agree to extend the resolution of complaint deadlines in order to pursue mediation.

The purpose of mediation is to provide both the complainant and the district an opportunity to resolve disputes and reach a mutually acceptable agreement through the use of an impartial mediator. Mediation must be voluntary and requires the mutual agreement of both parties. It may be terminated by either party at any time during the mediation process.

The mediation will be conducted according to the procedures set forth in WAC 392-190-0751, as it now appears or is hereafter amended.

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**IV. Concurrent Claims and Remedies**

If a complainant pursues other available administrative, civil or criminal remedies for an alleged violation of the anti-discrimination laws, then the district may hold the complaint in abeyance pending the outcome of any proceeding in state or federal court, or any proceeding before a local, state or federal agency in which the same allegations are at issue.

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**Nondiscrimination**

A. Grievance means a complaint which has been filed by a complainant relating to alleged violations of any state or federal anti-discrimination laws. Complaint means a written charge alleging specific acts, conditions or circumstances, which are in violation of the anti-discrimination laws.

B.

Complaints may be submitted by mail, fax, e-mail or hand-delivery to any district, school or to the district compliance officer responsible for investigating discrimination complaints. Any district employee who receives a complaint that meets these criteria will promptly notify the compliance officer.

C. Respondent means the person alleged to be responsible or who may be responsible for the violation alleged in the complaint.

The primary purpose of this procedure is to secure an equitable solution to a justifiable complaint. To this end, specific steps shall

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is prohibited by law from intimidating, threatening, coercing or discriminating

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compliance officer. During the course

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The officer shall provide the superintendent with a full written report of the complaint and the results of the investigation.

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superintendent or designee will respond to

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The decision of the superintendent or designee will include: 1) a summary of the results of the investigation; 2) whether the district has failed to comply with anti-discrimination laws; 3) if non-compliance is found, corrective measures the district deems necessary to correct it; and 4) notice of the complainant's right to appeal to the school board and the necessary filing information. The superintendent's or designee's response

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superintendent's or designee's

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schedule a hearing to commence by the twentieth (20th) calendar day following

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notice of appeal, unless otherwise agreed to by

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superintendent or for good cause. Both parties

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present such witnesses and testimony as the board deems

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and provide the complainant with a copy of the decision.

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The decision will include notice of the complainant's right to appeal to the Superintendent of Public Instruction and will identify where and to whom the appeal must be filed. The district will send a copy of the appeal decision to the office of the superintendent of public instruction.

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must be received by the Superintendent of Public Instruction on or before the twentieth (20) calendar day following the date upon which the complainant received written notice of the board of directors' decision, unless the Superintendent of Public Instruction grants an extension for good cause. Complaints may be submitted by mail, fax, electronic mail, or hand delivery.

A complaint must be in writing and include: 1) A description of the specific acts, conditions or circumstances alleged to violate applicable anti-discrimination laws; 2) The name and contact information, including address, of the complainant; 3) The name and address of the district subject to the complaint; 4) A copy of the district's complaint and appeal decision, if any; and 5) A proposed resolution of the complaint or relief requested. If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

Upon receipt of a complaint,

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must be received by the Superintendent of Public Instruction on or before the twentieth (20) calendar day following the date upon which the complainant received written notice of the board of directors' decision, unless the Superintendent of Public Instruction grants an extension for good cause. Complaints may be submitted by mail, fax, electronic mail, or hand delivery.

A complaint must be in writing and include: 1) A description of the specific acts, conditions or circumstances alleged to violate applicable anti-discrimination laws; 2) The name and contact information, including address, of the complainant; 3) The name and address of the district subject to the complaint; 4) A copy of the district's complaint and appeal decision, if any; and 5) A proposed resolution of the complaint or relief requested. If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

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A complaint must be in writing and include: 1) A description of the specific acts, conditions or circumstances alleged to violate applicable anti-discrimination laws; 2) The name and contact information, including address, of the complainant; 3) The name and address of the district subject to the complaint; 4) A copy of the district's complaint and appeal decision, if any; and 5) A proposed resolution of the complaint or relief requested. If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

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A complaint must be in writing and include: 1) A description of the specific acts, conditions or circumstances alleged to violate applicable anti-discrimination laws; 2) The name and contact information, including address, of the complainant; 3) The name and address of the district subject to the complaint; 4) A copy of the district's complaint and appeal decision, if any; and 5) A proposed resolution of the complaint or relief requested. If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

Upon receipt of a complaint,

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A complaint must be in writing and include: 1) A description of the specific acts, conditions or circumstances alleged to violate applicable anti-discrimination laws; 2) The name and contact information, including address, of the complainant; 3) The name and address of the district subject to the complaint; 4) A copy of the district's complaint and appeal decision, if any; and 5) A proposed resolution of the complaint or relief requested. If the allegations regard a specific student, the complaint must also include the name and address of the student, or in the case of a homeless child or youth, contact information.

Upon receipt of a complaint,

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not achieved, OSPI may take action including but not limited to referring the district to appropriate state or federal agencies empowered to order compliance.

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A complaint may be resolved at any time when, before the completion of the investigation, the district voluntarily agrees to resolve the complaint. OSPI may provide technical assistance and dispute resolution methods to resolve a complaint.

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It may not be sued to deny or delay a complainant's right to utilize the complaint procedures.

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1) Be an employee of any school district, public charter school, or other public or private agency that is providing education related services to a student who is the subject of the complaint being mediated; or 2) Have a personal or professional conflict of interest. A mediator is not considered an employee of the district or charter school or other public or private agency solely because he or she serves as a mediator.

If the parties reach agreement through mediation, they may execute a legally binding agreement that sets forth the resolution and states that all discussions that occurred during the course of mediation will remain confidential and may not be used as evidence in any subsequent complaint, due process hearing or civil

proceeding. The agreement must be signed by the complainant and a district representative who has authority to bind the district.

**D. Preservation of Records**

The files containing copies of all correspondence relative to each complaint communicated to the district and the disposition, including any corrective measures instituted by the district, shall be retained in the office of the Title IX compliance officer for a period of 5 years.

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

**5000 Policy Series Review**

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

<b>Policy</b>	<b>Title</b>	<b>Suggested Action</b>	<b>District Recommendation</b>	<b>Rationale</b>
5222	Job Sharing Staff Members	Essential – update	Revise	Updated to require that employees develop a written plan for sharing performance (creating equity) of the position and to secure approval from their supervisor.
5202	Federal Highway Administration Mandated Drug and Alcohol Testing Program	Priority – Update	Revise	Updates to policy addressing cannabis, amount of substances and prescription medications. Policy was recommended for update in 2012, but we did not adopt at that time.
5202P	Procedure - Federal Highway Administration Mandated Drug and Alcohol Testing Program	Priority - Update	Superintendent to Adopt	Updates to procedure to strengthen language regarding district’s right to solely determine whether an employee who has violated the policy will return to performing safety-sensitive functions.
5253	Maintaining Professional Staff/Student Boundaries	Priority – Update	Revise	Updated to address pre-existing social/familial relations between student and staff – expand definition of staff
5253P	Procedure - Maintaining Professional Staff/Student Boundaries	Priority - Update	Superintendent to Adopt	Updated for social media, reporting requirements, and general formatting

## JOB-SHARING STAFF MEMBERS

A job-sharing assignment is the shared performance of the duties of one full-time, regular position by two (2) employees.

The superintendent/designee is responsible for recommending to the board when the best interests of the students and district would be served by creating a job-sharing assignment for a particular position.

The district reserves the authority to:

- A. Determine the number of job-sharing positions, if any, within the district;
- B. Require ~~job-sharing employees to attend staff training or other staff development activities at one-half of full compensation;~~ the employees to develop a written plan for sharing the performance of the position and to secure the written approval of their supervisor;
- C. ~~Abolish-Dissolve~~ any job-sharing assignment, or change a job-sharing position to a full time position held by one employee, at the sole discretion of the district in accordance with applicable provisions of collective bargaining agreements;
- D. Consider any request to create a job-sharing position in a position currently held by one employee, or vice versa;
- E. Require job-sharing staff members to work full-time in the event of the termination or resignation of one of the job-sharing staff members, ~~or until such time as a replacement can be hired,~~ at the sole discretion of the district.

Employees sharing a position shall sign a job-sharing ~~contract-agreement annually; subject to be developed by~~ the approval of the superintendent/designee. The ~~contract-agreement~~ shall identify ~~contingencies which~~ contingencies, which may arise during the course of employment including, but not limited to, ~~absence or resignation of one of the job-sharing employees, computation of employee benefits, and~~ responsibility for participation in staff meetings and committees of the position to be shared. ~~The purpose of such contract is to address potential conflicts in an equitable manner in advance of actual conflicts.~~

~~The conditions provided by this policy are not intended to discourage job sharing nor to impose disproportionate burdens upon job-sharing staff members. The superintendent shall establish job-sharing procedures which describe the duties, responsibilities, salaries and benefits for individuals sharing a position.~~

Cross References:      Board Policy 5000                      Recruitment and Selection of Staff  
                                 Board Policy 5005                      Employment: Disclosures, Certification,  
                                 ~~Board Policy 5211~~                      Assurances and Approval  
                                 ~~Transfers~~

Legal References:      RCW 28A.400.300                      Hiring and discharging employees —  
                                    Leaves for employees — Seniority  
                                    and leave benefits, retention upon  
                                    transfers between schools  
                                 28A.405.070                      Job Sharing



Management

Resources: 2015 – Policy News, October Issue

**Adoption Date: 11.27.00**

Classification: Essential

**Wenatchee School District**

**Revised: 08.16**

## FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION MANDATED DRUG AND ALCOHOL TESTING PROGRAM

The ~~Board of Directors directs the~~ superintendent/designee will to establish programs and procedures as mandated by ~~and in accordance with the~~ Federal Highway Administration (FHWA) Federal Motor Carrier Safety Administration (FMCSA) controlled substances, ~~including marijuana (cannabis),~~ and alcohol testing rules.

### Prohibited Alcohol And Controlled Substance-Related Conduct

~~A.~~ The following alcohol and controlled substance-related activities are prohibited by the district for drivers required to possess a commercial driver's license (CDL) as part of their job responsibilities. ~~Violations shall result in appropriate corrective action ranging from removal from the performance of safety-sensitive functions up to and including discharge.~~

- A. Reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration in excess of the standard set by the **FMCSA**.
- B. Being on duty or operating a vehicle while the driver possesses alcohol or controlled substances in any amount.
- C. Using alcohol while performing safety-sensitive functions.
- D. When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
- E. Refusing to submit to an alcohol or controlled substance test required by post-accident, random, reasonable suspicion, or follow-up testing requirements.
- F. Reporting for duty or remaining on duty when using any controlled substance, except when instructed by a ~~physician~~ prescribing authority who has advised the driver and the district in writing that the substance does not adversely affect the driver's ability to safely operate a vehicle. Drivers are required to inform the district of any therapeutic drug use, upon it being prescribed, although not the specific medication that has been prescribed does not have to be provided. The use of any medication that could affect a driver's safe job performance is prohibited while working.
- G. Reporting for duty, remaining on duty or driving if the driver tests positive or would test positive for controlled substances.

~~6. Using alcohol, or being under the influence of alcohol within four hours of going on duty, operating or having physical control of a vehicle requiring a CDL to operate.~~

No supervisor having actual knowledge of the above violations shall permit a driver to perform or continue to perform safety-sensitive functions.

Violations of this policy will result in appropriate corrective actions ranging from removal from the performance of safety-sensitive functions up to an including discharge.

## Testing Requirements

The following identify the occasions on which a driver shall be subject to alcohol or controlled substances testing. The superintendent is responsible for the development and implementation of procedures for conducting the tests and administering the exemptions consistent with the federal rules.

- A. **Pre-employment testing:** Prior to the first time a driver performs a safety sensitive function for the district, the driver shall undergo testing for controlled substances. This testing requirement may be waived under FHWA FMCSA rules for CDL drivers recently employed elsewhere for whom testing records are available from their previous employers.
- B. **Post-accident testing:** Each surviving driver of an accident, as defined by the FHWA FMCSA, shall be tested for alcohol and controlled substances.
- C. **Random testing:** Annually the district will arrange for the unannounced random alcohol and controlled substances testing of its drivers. Fifty percent (50%) of the district's drivers must be randomly selected for controlled substances testing each year, and 25% 10% of its drivers for alcohol testing (or whatever level of testing is required in a given year by the FHWA FMCSA). Alcohol testing under this program shall take place just prior to, during or immediately after the driver engages in a safety sensitive function for the district.
- D. **Reasonable suspicion testing:** A driver must submit to alcohol or controlled substance testing whenever a trained supervisor has a reasonable suspicion of alcohol misuse or controlled substance use based on specific, contemporaneous and articulable observations concerning the appearance, behavior, speech or bodily odors of the driver. Observations related to using alcohol must be made just prior to, during or immediately after the driver engages in a safety sensitive function for the district, and the alcohol test must be given within eight hours following the determination of reasonable suspicion.

**Return-to-duty testing:** If a driver is to be returned to performing safety sensitive functions for the district after violating this policy or the federal regulations, the driver shall be evaluated by a substance abuse professional (SAP) who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and use of controlled substances.

**SAPs must require education and/or treatment in all such cases.** If a driver is to be returned to performing safety sensitive functions for the district following a violation of this policy or the federal regulations, the driver shall first be evaluated by a SAP to determine that the driver has properly followed any rehabilitation proscribed. Before a driver could be returned to performing safety sensitive functions for the district following a violation of this policy and/or the federal regulations, the driver shall undergo a return-to-duty alcohol and/or controlled substances test resulting in an alcohol concentration below *the standard set by the FHWA 0.02 alcohol concentration* or a negative controlled substances test.

- E. **Follow-up testing:** Any driver that continues performing safety sensitive functions for the district, following *determination that the driver requires assistance in resolving problems associated with alcohol misuse and/or the use of controlled substances* a violation of the alcohol or controlled substances prohibited conduct, shall be subject to follow-up alcohol or drug testing conducted just prior to, during or immediately after the driver performs safety sensitive functions, as directed by a SAP.

## Record Retention And Reporting

The superintendent is responsible for developing procedures for securely retaining records collected under this policy with controlled access and for the time periods established by the federal regula-

tions. The superintendent is also responsible for developing procedures for reporting data collected under this policy as required by the federal regulations.

### **Education, Training And Referral Services**

The superintendent shall adopt educational materials that explain the requirements of this policy and the federal program. The educational materials shall be distributed to each driver prior to the start of the testing program and to each driver subsequently hired or transferred into a position covered by this policy. Each driver after receiving a copy of the materials, shall sign a certificate of receipt and the district shall maintain the original of the receipt. The collective bargaining representative of the drivers, if any, shall be notified of the availability of this information. The educational materials shall include:

- A. A copy of this policy and subsequent procedures;
- B. The name of the person designated to answer questions about the materials;
- C. The categories of employees covered by the policy;
- D. A description of safety-sensitive functions, so that drivers will know which part of their tasks will be covered by this policy;
- E. A specific description of conduct prohibited by this policy and the federal program;
- F. The circumstances under which a driver is subject to testing;
- G. The procedures used in the testing program, especially those that protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver;
- H. The requirement that drivers must submit to testing required by this policy and the federal program, and a description of what constitutes refusal to submit to required testing and the consequences of refusal;
- I. The consequences for drivers who violate this policy and the federal program, including immediate removal from conducting safety-sensitive functions;
- J. The consequences for drivers found to have alcohol concentrations between 0.02 and 0.04; and
- K. Information about the effects of alcohol and controlled substances on an individual's health, work and personal life and methods of intervening when a problem with alcohol or a controlled substance is suspected, including confrontation, referral to the staff assistance program and referral to management.

Supervisors designated to determine if reasonable suspicion exists that a driver is under the influence of alcohol or controlled substances must have at least sixty minutes of training on alcohol misuse and at least sixty minutes of training on use of controlled substances. The training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

The employed driver who violates this policy or the federal regulations shall be informed of resources available for evaluation and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs. Costs incurred by the driver for evaluation and/or rehabilitation are the driver's responsibility (other policies may apply).

Cross References: Board Policy 5201 Drug-Free Schools, Community and Workplace

Board Policy 5203                      Staff Assistance Program  
 Board Policy 5281                      Disciplinary Action and Discharge

Legal Reference:        49 CFR §§ 382.~~101-382-605~~[Controlled substance and alcohol use and testing](#)  
                                  49 CFR § 40 [Procedures for transportation workplace drug and alcohol testing programs](#)

Management Resources:

[Policy & Legal News, October 2015](#)        [Policy Revisions](#)  
[Policy & Legal News, February 2013](#)        [Policy Revisions](#)  
[Policy News, April 2012](#)                    [Federal Motor Carrier Safety Administration mandated drug and alcohol testing program](#)  
[Policy News, February 1999](#)                      Bus drivers still tested for marijuana  
[Policy News, December 2001](#)                      Federal Government Amends Bus Driver Drug Testing Rules

**Adoption Date: 11.28.95**  
**Wenatchee School District**  
**Revised 08.16:**  
**Classification: Priority**



## Federal Motor Carrier Safety Administration Mandated Drug and Alcohol Testing Program

### Testing Requirements

The superintendent/designee is responsible for the development and implementation of procedures for conducting the tests and administering the exemptions consistent with federal rules. The following identify the occasions on which a CDL driver will be subject to alcohol or controlled substances testing.

- A. **Pre-employment testing:** Prior to the first time a driver performs a safety-sensitive function for the district, the driver will undergo testing for controlled substances. This testing requirement may be waived under FMCSA rules for CDL drivers recently employed elsewhere for whom testing records are available from their previous employers.
- B. **Post-accident testing:** Each surviving driver of an accident, as defined by the FMCSA, will be tested for alcohol and controlled substances.
- C. **Random testing:** Annually the district will arrange for the unannounced random alcohol and controlled substances testing of its drivers. Fifty percent (50%) of the district's drivers must be randomly selected for controlled substances testing each year, and ten percent (10%) of its drivers for alcohol testing (or whatever level of testing is required in a given year by the FMCSA). Alcohol testing under this program will take place just prior to, during or immediately after the driver engages in a safety-sensitive function for the district.
- D. **Reasonable suspicion testing:** A driver must submit to alcohol or controlled substance testing whenever a trained supervisor has a reasonable suspicion of alcohol misuse or controlled substance use based on specific, contemporaneous and articulable observations concerning the appearance, behavior, speech or bodily odors of the driver. Observations related to using alcohol must be made just prior to, during or immediately after the driver engages in a safety-sensitive function for the district, and the alcohol test must be given within eight hours following the determination of reasonable suspicion.
- E. **Return-to-duty testing:** If a driver is to be returned to performing safety-sensitive functions for the district after violating this policy or the federal regulations, the driver will be evaluated by a substance abuse professional (SAP) who will determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and use of controlled substances. SAPs must require education and/or treatment in all such cases. If a driver is to be returned to performing safety-sensitive functions for the district following a violation of this policy or the federal regulations, the driver will first be evaluated by a SAP to determine that the driver has properly followed any rehabilitation proscribed. Before a driver could be returned to performing safety-sensitive functions for the district following a violation of this policy and/or the federal regulations, the driver will undergo a return-to-duty alcohol and/or controlled substances test resulting in an alcohol concentration below 0.02 alcohol concentration and/or a negative controlled substances test. The District retains the right to solely determine whether an employee who has violated this policy will be returned to performing safety sensitive functions.
- F. **Follow-up testing:** Any driver who continues performing safety-sensitive functions for the district, following a determination of the alcohol or controlled substances prohibited conduct, will be subject to a follow-up testing.

### Record Retention And Reporting

Records collected under this policy will be secured and retained with controlled access and for the time periods established by the federal regulations. The data collected under this policy will be reported as required by the federal regulations.

### Education, Training And Referral Services

Educational materials that explain the requirements of this policy and the federal program will be distributed to each driver prior to the start of the testing program and to each driver subsequently hired or transferred into a position covered by this policy. Each driver, after receiving a copy of the materials, will sign a certificate of receipt and the district will maintain the original of the receipt. The collective bargaining representative of the drivers, if any, will be notified of the availability of this information. The educational materials will include:

- A. A copy of this procedure and the accompanying policy;

- B. The name of the person designated to answer questions about the materials;
- C. The categories of employees covered by the policy;
- D. A description of safety-sensitive functions, so that drivers will know which part of their tasks will be covered by this policy;
- E. A specific description of conduct prohibited by this policy and the federal program;
- F. The circumstances under which a driver is subject to testing;
- G. The procedures used in the testing program, especially those that protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver;
- H. The requirement that drivers must submit to testing required by this policy and the federal program, and a description of what constitutes refusal to submit to required testing and the consequences of refusal;
- I. The consequences for drivers who violate this policy and the federal program, including immediate removal from conducting safety-sensitive functions;
- J. The consequences for drivers found to have alcohol concentrations between 0.02 and 0.04; and
- K. Information about the effects of alcohol and controlled substances on an individual's health, work and personal life and methods of intervening when a problem with alcohol or a controlled substance is suspected, including confrontation, referral to the staff assistance program and referral to management.

Supervisors designated to determine if reasonable suspicion exists that a driver is under the influence of alcohol or controlled substances must have at least sixty minutes of training on alcohol misuse and at least sixty minutes of training on use of controlled substances. The training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

The employed driver who violates this policy or the federal regulations will be informed of resources available for evaluation and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs. Costs incurred by the driver for evaluation and/or rehabilitation is the driver's responsibility (other policies may apply).

Management Resources: 2015 – October Issue

Adoption Date:

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Revised Dates: **02.02; 10.15**

**Definitions:**

~~**Accident**, for purposes of this policy, is as an incident involving an employee whose job responsibilities require a commercial driver's license (CDL) in which there is:~~

- ~~A. A fatality;~~
- ~~B. The employee received a citation under state or local law for a moving traffic violation arising from the accident, if the accident involved bodily injury to any person who, as a result of the injury, immediately received medical treatment away from the scene of the accident; or~~
- ~~C. The employee received a citation under state or local law for a moving traffic violation arising from the accident, if the accident involved one or more vehicles incurring disabling dam-~~

age as a result of the accident requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

~~**Adulterated Specimen** contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.~~

~~**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.~~

~~**Alcohol Concentration** (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test (EBT).~~

~~**Alcohol Use** means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.~~

~~**Breath Alcohol Technician (BAT)** is an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device.~~

~~**Canceled or Invalid Test** is a drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which procedures otherwise require it to be canceled. A canceled test is neither a positive nor a negative test.~~

~~**Chain of Custody** is the procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed.~~

~~**Commercial Motor Vehicle** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle 1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight of 10,000 or more pounds; or 2) has a gross vehicle weight rating of 26,001 or more pounds; or 3) is designed to transport sixteen or more passengers, including the driver; or 4) is of any size used in the transportation of materials found to be hazardous for the purposes of the Hazardous Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.~~

~~**Confirmation Test** for alcohol testing means a second test, following a screening test that had a result of 0.02 or greater, which provides quantitative data of alcohol concentration. For controlled substances testing, it means a second analytical procedure to identify the presence of a specific drug or metabolite; the confirmation test must be independent of the screen test and use a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.~~

~~**Controlled Substances** means the same as the term “drug” and the district is required to test for marijuana, cocaine, opiates, amphetamines and phenethylidine.~~

~~**Designated Employer Representative (DER)** is an employee identified by the district as authorized to receive communications and test results from service agents and who is authorized to take immediate action(s) to remove employees from safety sensitive duties and make required decisions in the testing and evaluation processes. The individual must be an employee of the district.~~

~~**Dilute Specimen** is a specimen with creatinine and specific gravity values that are lower than expected for human urine.~~

~~**Driver** means any person who is required as part of his or her job responsibilities to possess a valid CDL. For the purpose of pre-employment testing/pre-duty testing only, the term driver includes a prospective employee for a position which requires a valid CDL.~~

~~**Evidential Breath Testing Device (EBT)** is a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath for alcohol concentration and placed on NHTSA's "Conforming Products List of Evidential Breath Testing Devices" (CPL).~~

~~**Initial Drug Test** is the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.~~

~~**Medical Review Officer (MRO)** is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving and reviewing laboratory results generated by an employer's drug testing program.~~

~~**Reasonable Suspicion** is the belief that the driver has violated the alcohol or controlled substances prohibitions, based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.~~

~~Refusal to submit (to an alcohol or controlled substance test) occurs when a driver:~~

- ~~A. Fails to appear for any test (except a pre-employment test) within a reasonable time as determined by the district consistent with this procedure, after being directed to do so by the district.~~
- ~~B. Fails to remain at the testing site until the testing process is complete.~~
- ~~C. Fails to provide a urine specimen for any drug test required by district policy or federal rules.~~
- ~~D. Fails to permit the observation or monitoring of the provision of the specimen when directly observed collection is required.~~
- ~~E. Fails to provide a sufficient amount of urine when directed, if it has been determined through a medical evaluation that there was no adequate medical explanation for the failure.~~
- ~~F. Fails to provide a saliva or breath specimen when required.~~
- ~~G. Fails to provide a sufficient breath specimen when a physician has determined through a medical evaluation that there is no adequate medical explanation for the failure.~~
- ~~H. Fails to sign the certification at Step 2 of the Alcohol Testing form during an alcohol screening test.~~
- ~~I. Fails or declines to take a second test the as employer or collector has directed.~~
- ~~J. Fails to undergo a medical examination or evaluation as directed by the MRO as part of the verification process, or as directed by the DER.~~
- ~~K. Fails to cooperate with any part of the testing process (e.g. refuses to empty pockets when so directed by the collector or behaves in a confrontational way that disrupts the collection process)s.~~
- ~~L. Is reported by the MRO as having a verified adulterated or substituted test result.~~

~~**Safety Sensitive Function** is all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. For school districts the typical safety sensitive function is operating a school bus or other commercial vehicle. Safety sensitive functions shall include:~~

- ~~A. All time at the district waiting to be dispatched.~~
- ~~B. All time inspecting equipment or otherwise servicing any commercial motor vehicle at any time.~~
- ~~C. All time spent at the driving controls of a commercial vehicle in operation.~~

~~D.—All time in or on a commercial vehicle.~~

~~E.—All time repairing, obtaining assistance or remaining in attendance on a disabled vehicle.~~

~~**Screening Test** (initial test), in alcohol testing it means an analytical procedure to determine whether a driver may have prohibited concentration of alcohol in his or her system. In controlled substance testing, it means test to eliminate “negative” urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.~~

~~**Split Specimen** is the part of the urine specimen sent to the first laboratory and retained unopened, so that it can be sent to a second laboratory in the event an employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.~~

~~**Stand-Down** is prohibited by federal regulations and consists of temporarily removing an employee from the performance of safety sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.~~

~~**Substance Abuse Professional (SAP)** means a licensed physician (MD or Doctor of Osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.~~

~~**Third Party Administrator (TPA)/Consortium Administrator** is a service agent that provides or coordinates one or more drug/alcohol testing services to the district.~~

~~**Verified Test** is a drug test or validity testing result from a federally certified laboratory that has undergone review and final determination by the MRO.~~

### Testing Circumstances, Pre-Employment Testing

~~A.—Controlled substance testing is required prior to the first time a driver performs a safety-sensitive function for the district. This includes:~~

- ~~1.—Testing prospective employees who have been offered employment in positions requiring possession of a valid CDL; and~~
- ~~2.—Testing current employees reassigned to positions requiring a valid CDL.~~

~~B.—No newly hired or transferred driver shall perform safety sensitive functions unless the employer has received a controlled substances test result from a medical review officer indicating a verified negative test result.~~

~~C.—The district shall post in the employment office a statement that drug testing is a part of the district’s employment process and that satisfactory completion of such a test is a condition of employment.~~

- ~~1.—The notice will be included as part of the application packet.~~
- ~~2.—Individuals transferred to positions which may require drug testing will be notified in writing prior to the transfer.~~

~~D.—Candidates and district transfers selected for positions requiring drug testing will be offered the position pending a negative drug screening. This offer may be made verbally and shall be confirmed in writing. The supervisor will inform the prospective driver of the requirement to report for testing within 24 hours and the consequences for failure to do so.~~



- ~~E. The MRO or designee will provide verbal communication to the DER within 48 hours of confirmed negative drug test results. The MRO will notify the DER immediately upon verification of positive test results. The MRO or designee will provide written test results to the district within three days of verbal notification.~~
- ~~F. Upon receipt of a negative drug test, the prospective driver may commence safety sensitive functions.~~
- ~~G. Upon receipt of a positive drug test result, the prospective employee will be notified that he or he will no longer be considered for employment with the district. Potential transfer drivers with positive drug test results will not be permitted to transfer to a position requiring a CDL. Whether or not they continue in their present assignments with the district, are transferred to positions not requiring a CDL (with or without discipline) or are discharged will depend on the individual circumstances and the application of other policies, laws and the collective bargaining agreement, if any. The district will provide the former applicant or potential transfer with a written list of the resources available for evaluating and resolving problems associated with the use of controlled substances.~~
- ~~H. The district shall notify a prospective driver of the results of a pre-employment controlled substance test conducted under this policy and procedure if the driver requests such results within 60 calendar days of being notified of the disposition of the employment application.~~
- ~~I. These provisions will apply to employees not being transferred, but performing safety sensitive functions for the first time in a position.~~
- ~~J. Test Results and Consequences: Notification from the MRO of a positive controlled substance test result will be dealt with as indicated in paragraph G of this section.~~
- ~~K. Exceptions to Pre-employment Test Requirements~~
  - ~~1. The district is not required to administer a pre-employment controlled substance test if the following conditions are met:
    - ~~a. The driver has participated in a drug testing program in the previous 30 days; and~~
    - ~~b. While participating in that program the driver must have either been tested for controlled substances in the previous six months, or participated in a random drug testing program for the previous 12 months; and~~
    - ~~c. The district ensures that no prior employer of the driver has record of violations of any DOT controlled substance use rule for the driver in the previous 6 months.~~~~
  - ~~2. In order to exercise the exception listed above, the district must first contact the controlled substance testing program(s) in which the driver has participated and obtain the following information before the prospective employee is permitted to perform safety sensitive functions:
    - ~~a. The name(s) and address(s) of the program(s). This would generally be the driver's prior and/or current employer(s).~~
    - ~~b. Verification that the driver participates or participated in the program.~~
    - ~~c. Verification that the program conforms to the required procedures set forth in the DOT rules.~~
    - ~~d. Verification that the driver has not refused to submit to controlled substance test.~~
    - ~~e. The date the driver was last tested for controlled substances.~~
    - ~~f. The results of any drug tests administered in the previous six months and any violations of the controlled substance rules.~~~~

~~L. Pre-employment Investigation of Employees Intended to Perform Safety-Sensitive Duties:~~

- ~~1. The district may obtain from any previous employer of a prospective driver, provided the driver has given his or her written consent, any information concerning the driver's participation in a controlled substances and alcohol testing program. Failure by a prospective driver to provide the district with a release for information that the district is required by federal rules to review will result in any prospective offers of employment being withdrawn.~~
- ~~2. The district must obtain and review the information listed below from any employer the driver performed safety-sensitive functions for in the previous two years. The information must be obtained and reviewed no later than thirty days after the first time a driver performs safety-sensitive functions. The information obtained must include:
 
  - ~~a. Alcohol tests in which a breath alcohol concentration of 0.04 or greater was indicated.~~
  - ~~b. Verified positive drug tests.~~
  - ~~c. Refusals to submit to a required alcohol or controlled substance test, including verified adulterated or substituted drug tests results.~~
  - ~~d. Other violations of federal drug or alcohol testing rules.~~
  - ~~e. With respect to any employee who violated a federal drug or alcohol rule, documentation of the employee's successful completion of federal return-to-duty/follow-up testing requirements. If the previous employer does not have this information, the district must seek to obtain the information from the employee.~~~~

~~The information obtained from a previous employer includes any drug or alcohol test information obtained from previous employers under federal regulations.~~

~~If the driver stops performing safety-sensitive functions for the employer before expiration of the thirty day period or before the district has obtained the information listed above, the district must still obtain the information. For example, if a driver quits after one week of employment and the information has not been obtained, the district must still obtain the information.~~

- ~~3. The district must provide to each of the driver's previous employers of the past two years a written authorization from the driver for release of the required information. The release of information may take the form of personal interviews, telephone interviews, letters, or any other method that ensures confidentiality. The district must maintain a written, confidential record with respect to each past employer contacted.~~
- ~~4. The district may not use a driver to perform safety-sensitive functions if the employer obtains information indicating the driver has tested positive for controlled substances, tested at or above 0.04 evaluated by a SAP, completed any required treatment, passed a return to duty test, and been subject to follow-up testing.~~

~~M. Inquiry of the Prospective Employee: The district will also ask the prospective employee whether he/she has tested positive or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain, safety-sensitive transportation work covered by the federal rules during the past two years. If the employee admits that he/she had a positive test or a refusal to test, the prospective employee must not be permitted to perform safety-sensitive functions for the district.~~

**Testing Circumstances, Random Testing**

The district will participate in the ESD's testing consortium.

~~A. **Random Alcohol Testing:** A minimum of ten percent (10%) of the drivers employed by participating districts in the consortium will be randomly selected for alcohol testing annually. (The Federal Motor Carrier Safety Administration (FMCSA) may adjust the percentage required for annual random testing.) Drivers shall only be tested for alcohol while they are performing safety sensitive functions, immediately prior to performing or immediately after performing safety sensitive functions. (Example: a transportation supervisor may be in the random selection pool because he or she is required to be on call to drive and to have a CDL.~~

~~B. **Random Controlled Substance Testing:** The consortium will annually administer substance abuse tests to a minimum of 50% of the drivers employed by districts participating in the consortium, randomly selected. (The FMCSA may adjust the percentage required for annual random testing.)~~

~~C. **Process:**~~

- ~~1. The consortium will ensure that random alcohol and substance abuse tests are unannounced and dates for administering the random tests are spread reasonably through the calendar year.~~
- ~~2. The selection of drivers for random alcohol and controlled substance testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.~~
- ~~3. The district shall ensure that drivers selected for random alcohol and substance abuse tests proceed immediately to the testing site upon notification of being selected, unless the driver is performing a safety sensitive function, in which case the driver will cease performing and proceed to testing as soon as possible.~~
- ~~4. In the event a driver who is selected for a random alcohol and/or substance abuse test is absent, the district may keep the original selection confidential until the driver returns, if the driver is expected to be available for testing during the current designated testing period.~~

~~If a driver's name is removed from the random testing pool for more than thirty days, the pre-employment testing provisions will be applied prior to the driver returning to perform safety sensitive functions.~~

**Testing Circumstances, Reasonable Suspicion**

~~The district shall require a driver to submit to an alcohol or controlled substance test when the district has reasonable suspicion to believe the driver has violated the alcohol or controlled substances prohibitions of the district's policy and procedure.~~

~~A. **Supervisor Training:** the required observations for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or district official who is trained in accordance with the following requirements:~~

- ~~1. The district must ensure persons designated to determine whether reasonable suspicion exists to require a driver to undergo alcohol or controlled substances testing receive at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on controlled substances use.~~
- ~~2. The training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.~~

~~B. Only one supervisor is required to make a reasonable suspicion determination before an alcohol or drug test can be required.~~

~~C. Reasonable Suspicion Alcohol Testing~~

~~Note: The mere possession of alcohol does not constitute a need for reasonable suspicion testing, which must be based on observations concerning the driver's appearance, behavior, speech or body odor. However, possessing alcohol while on duty or operating a commercial vehicle is a violation of this policy that must result in removal from performance of safety-sensitive functions and may result in discipline, up to and including discharge.~~

- ~~1. Reasonable suspicion alcohol testing is authorized only if the observations are made during, just before, or just after the period of the work day the driver is required to be in compliance.~~
- ~~2. The district's determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.~~
- ~~3. The supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test.~~
- ~~4. If a reasonable suspicion alcohol test is not administered within two hours following the observations, the district shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. In addition, if not administered within eight hours, the district shall cease attempts to administer the test, and shall prepare and maintain the record listed above.~~
- ~~5. If reasonable suspicion exists, the district shall not permit the driver to perform or continue to perform safety sensitive functions at least until:
 
  - ~~a. An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or~~
  - ~~b. Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions of the policy concerning alcohol misuse.~~~~
- ~~6. Except as provided above, the district shall not take any action against a driver based solely on the driver's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test. Action will be taken if an alcohol test result of .02 alcohol concentration or greater is obtained.~~
- ~~7. A written record shall be made of the observations leading to an alcohol test, signed by the supervisor or district official who made the observations.~~

~~D. Reasonable Suspicion Controlled Substances Testing:~~

- ~~1. The district's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.~~
- ~~2. The district will remove the driver from safety sensitive functions at least until the verified test results are reported.~~
- ~~3. A written record shall be made of the observations leading to a controlled substances test, and signed by the supervisor or district official who made the observations within 24 hours of the observations or before the results of the test are released, whichever is earlier.~~

Testing circumstances, post-accident testing:

All employees required to possess a CDL and perform safety-sensitive functions as part of their job responsibilities will be provided with necessary post-accident information, procedures, and instructions prior to commencing job responsibilities.

A. ~~Driver's Responsibility: As soon as practicable following an accident as defined in this procedure, the driver shall make every attempt to contact his/her supervisor or a district representative.~~

- ~~1. The driver will be given instructions for obtaining alcohol and substance abuse testing.~~
- ~~2. A driver who is subject to post-accident testing must remain available for testing, or the district may consider the driver to have refused to submit to testing.~~
- ~~3. The driver subject to post-accident testing must refrain from consuming alcohol for eight hours following the accident, or until he or she submits to an alcohol test, whichever comes first.~~

B. ~~District Responsibility:~~

- ~~1. Upon receiving a report of an accident the district shall test the driver (if surviving) for alcohol and controlled substances as soon as practicable. (Note: A driver who receives a citation under state or local law within eight hours of the accident for a moving traffic violation shall be tested for alcohol. A driver who receives a citation under state or local law within 32 hours of the occurrence for a moving traffic violation arising from the accident shall be tested for controlled substances.~~
- ~~2. The district representative will instruct the driver in obtaining the required drug and alcohol tests.~~
- ~~3. The district will determine if the driver will be placed on paid leave pending the results of the drug test.~~

C. ~~Post-Accident Alcohol Testing:~~

- ~~1. The driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed to have refused to submit to the testing.~~
- ~~2. If the test is not administered within two hours following the accident, the district shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If the test is not administered within eight hours following the accident, the district shall cease attempts to administer the test. The district shall prepare and maintain on file a record stating the reasons the test was not administered.~~

D. ~~Post-Accident Controlled Substance Testing:~~

~~The district must test the driver for controlled substances within 32 hours following an accident. If the district cannot administer the test within 32 hours following an accident, attempts to administer the test shall cease. The district shall prepare and maintain on file a record stating the reasons the test was not promptly administered.~~

~~Nothing in this procedure should be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.~~

E. ~~The results of a breath or blood test for the use of alcohol, or a urine test for the use of controlled substances, conducted by federal, state and/or local officials having independent au-~~



thority to conduct the test shall be considered to meet the requirements of this procedure, if the results are released to the district.

Testing circumstances, return to duty and follow-up testing:

If for any reason the district continues to employ a driver who has refused to submit to a required test, has tested positive for alcohol at .04 alcohol concentration or greater, or drugs or has otherwise violated this policy, the district must require return to duty and follow-up testing before the driver is returned to the performance of safety-sensitive functions.

A. Return to Duty Testing:

1. The district shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, after engaging in prohibited conduct regarding alcohol misuse, the driver shall undergo a return to duty alcohol test indicating a breath alcohol concentration of less than 0.02.
2. The district shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, after engaging in prohibited conduct regarding controlled substance use, the driver shall undergo a return to duty controlled substances test with a result indicating a verified negative result for controlled substances use.

B. The driver must also be evaluated by a SAP and participate in any treatment program prescribed. The district must obtain a written assurance from the SAP that the employee has complied with required treatment recommendations.

C. The testing must be conducted at a facility designated by the district.

D. Follow-up Testing:

1. Following a driver's return to duty a determination by a SAP that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the district shall ensure that the driver is subject to unannounced follow-up alcohol and/or controlled substances testing as directed by the SAP.
2. Follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

Prescription Medications

No driver may possess any prescription medication or report to work while using any prescription, except when he/she is under a prescribing authority's care and the prescribing authority has advised the driver that the substance does not affect his/her ability to operate a commercial motor vehicle. The use of medication that could affect a driver's safe job performance is prohibited while working. The driver shall report to the district human resources representative (who is responsible for maintaining confidential medical files), the use of any prescribed medication and, without identifying the medication, shall provide a certificate from the driver's prescribing authority that the use of the medication will not impair his/her ability to safely perform his/her duties. If, as a result of testing under this policy, the driver is found to have the presence of controlled substances in the body which is a result of the use of his/her legally prescribed medication that has not been reported, the driver shall be removed from service without pay until it is determined that the use of medication will not impair his/her ability to safely perform assigned duties.

Alcohol Testing Procedures:

The district participates in the ESD testing consortium.

- ~~A. Alcohol tests will be administered by trained BATs utilizing EBT devices. The EBT shall have a quality assurance plan developed by the manufacturer.~~
- ~~B. Alcohol testing will be conducted in a location that affords visual and aural privacy to the individual being tested sufficient to prevent unauthorized persons from seeing or hearing test results.~~
  - ~~1. All necessary equipment, personnel, and materials for breath testing shall be provided at the location where testing is conducted.~~
  - ~~2. In unusual circumstances (e.g. when it is essential to conduct a test outdoors at the scene of an accident), a test may be conducted at a location that does not fully meet the requirements in a. and b. above.~~
- ~~C. The individual being tested will be required to provide the BAT positive identification such as a photo ID card or identification by an employer representative. The employee may request the BAT to provide positive identification.~~
- ~~D. The BAT shall explain the testing procedure to the individual and the individual shall be required to sign the Breath Alcohol Testing Form. Failure to do so constitutes a refusal to be tested.~~
- ~~E. Alcohol Test Results:~~
  - ~~1. The BAT shall show the individual the test results.~~
  - ~~2. If the result of the screening test is a breath alcohol concentration of less than 0.02, the BAT shall sign the certification form. The BAT shall transmit the result of less than 0.02 to the district in a confidential manner promptly after the test administration.~~
  - ~~3. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be conducted not less than fifteen nor more than thirty minutes after the completion of the screening test.~~
    - ~~a. The BAT will explain the procedures for the confirmation test.~~
    - ~~b. The BAT shall show the individual the confirmation test results.~~
    - ~~c. The BAT and the individual shall sign the test certification form. If the individual does not sign the certification form, it is not considered a refusal to be tested. The BAT shall note the individual's failure to sign on the certification form.~~
    - ~~d. The BAT shall immediately transmit the results of the test to the designated district representative.~~
      - ~~1) The district will verify the identity of the BAT providing the information.~~
      - ~~2) The BAT shall follow the initial transmission by providing to the district the employer's copy of the breath alcohol testing form.~~
- ~~F. Refusal to test and uncompleted tests:~~
  - ~~1. Refusal by an employee to complete and initially sign the breath alcohol testing form, to provide an adequate amount of breath or otherwise cooperate with the testing process in a way that prevents the completion of the test, shall be noted by the BAT on the certification form. The testing process shall be terminated and the BAT shall immediately notify the district.~~
  - ~~2. If a screening or confirmation test cannot be completed, or if an event occurs that would invalidate the test, the BAT shall, if practicable, begin a new screening or confirmation test, as applicable, using a new breath alcohol testing form.~~

~~G. If an individual being tested attempts and fails to provide an adequate amount of breath, the district shall direct the individual to obtain, as soon as practical after the attempted provision of breath, an evaluation from a licensed physician who is acceptable to the district concerning the employee's medical ability to provide an adequate amount of breath. If the physician determines a medical condition could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath shall not be deemed a refusal to take a test. If the physician is unable to make the determination that a medical condition has, or with a high degree of probability could have, prevented the employee from providing an adequate amount of breath, the employee's conduct will be considered a refusal to take the test. The physician shall provide the district a written statement of the basis for his or her conclusion to the employer.~~

~~—**Alcohol test results and consequences**~~

~~A. Results of alcohol concentrations of less than 0.02 will be reported to the DER as negative. The driver is then clear to perform safety-sensitive job functions.~~

~~B. If the results of the driver's alcohol test indicate an alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall not be permitted to drive until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the administration of the test pursuant to federal regulations. Other policies or the collective bargaining agreement, if any, may prescribe discipline or other actions for blood alcohol concentrations between 0.02 and 0.04.~~

~~C. Results of alcohol concentration of 0.04 or greater or refusal to be tested:~~

- ~~1. The employee will be removed from performing safety-sensitive functions and terminated from employment with the district.~~
- ~~2. The employee will be provided a written list of resources available for evaluating and resolving problems associated with the misuse of alcohol.~~

~~—Drug testing procedures:~~

~~—The district participates in the ESD testing consortium.~~

~~A. The district/consortium will test for marijuana, cocaine, opiates, amphetamines, and phencyclidine using the split-sample method of urine collection. Under split-sample procedures, a driver, whose urine sample has been reported as positive for a controlled substance, or adulterated or substituted specimen, has the option (within 72 hours of being notified by the MRO) of having the other portion of the split-sample tested at another laboratory. If the second portion of the sample confirms the original result, then the driver is subject to sanctions provided in this policy. If the second portion produces a negative result, or for any reason the second portion is not available, the test is canceled.~~

~~B. The consortium's designated drug testing laboratory shall be certified under Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs. It shall have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, chain of custody security and reporting of results, initial and confirmatory testing and validation of analytical procedures. Quality assurance procedures shall be designed, implemented and reviewed to monitor the conduct of each step of the process of testing for drugs.~~

~~C. The district/consortium shall have one or more designated collection sites or independent medical facilities which have all necessary personnel, materials, equipment, facilities and su-~~

~~pervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.~~

~~D. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.~~

~~E. The collection site person shall take precautions to ensure that a urine specimen is not adulterated or diluted during the collection procedure and that information on the urine bottle and on the urine custody and control form can identify the individual from whom the specimen was collected.~~

~~F. When an individual arrives at the collection site, the collection site person shall ensure that the individual is positively identified as the employee selected for testing. If the individual requests, the collection site person shall show his/her identification to the employee.~~

~~G. If the individual fails to arrive at the assigned time, the collection site person shall contact the appropriate district representative to obtain guidance on the action to be taken.~~

~~H. The collection site person shall explain the collection process to the individual. The collection site person shall instruct the individual to provide at least 45 ml of urine under the split sample method of collection.~~

~~I. Drug Testing Results:~~

~~1. The laboratory shall report test results to the district's designated MRO within an average of 5 working days after receipt of the specimen by the laboratory. The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test.~~

~~2. The MRO shall report to the district whether the test is positive or negative, and may report the drug(s) for which there was a positive test.~~

~~J. Positive Drug Test Results:~~

~~1. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the individual the opportunity to discuss the test result with him or her.~~

~~a. The MRO shall contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test results.~~

~~b. If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated district management official who shall direct the individual to contact the MRO as soon as possible.~~

~~c. If, after making all reasonable efforts, the designated management official is unable to contact the employee, the district may place the employee on unpaid leave until the employee is contacted.~~

~~2. If an employee is notified of a positive test by the MRO, the individual may request that the MRO direct that the split specimen be tested in a different federal Department of Health and Human Services certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.~~

~~a. The MRO shall notify each driver who has a confirmed positive test that the driver has 72 hours in which to request a test of the split specimen, if the test is verified as positive. If the driver requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, or adulterated or substituted specimen, the MRO will direct in writing~~

~~that the laboratory provide the split specimen to another DHHS-certified laboratory for analysis.~~

- ~~b. The result of the test of the split specimen shall be transmitted by the second laboratory to the MRO.~~
- ~~c. The employee will be placed on unpaid leave of absence pending the results of the test of the split specimen.~~
- ~~3. The MRO will report the drug test results as either confirmed, failed to confirm—both tests canceled, or test not performed—both tests canceled. If the result of the test of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test and report the cancellation and the reasons for it to the DOT, the district, and the employee. The district will return the employee to active duty and pay for the period of the leave.~~
- ~~4. The MRO may verify a test as positive without having communicated directly with the employee in the following circumstances:~~
  - ~~a. The employee expressly declines the opportunity to discuss the test; or~~
  - ~~b. The district has contacted the employee and instructed the employee to contact the MRO and more than five days have passed since the date the employee was contacted.~~
- ~~5. If the MRO determines that there is legitimate medical explanation for the positive test result, the MRO will report the test result to the district as negative.~~
- ~~—6. Following verification of a positive test result, the MRO shall refer the case to the designated district official empowered to recommend or take administrative action, or both.~~
- ~~K. **Negative Test Results:** The duties of the MRO with respect to negative results are purely administrative. The MRO will report negative test results to the employer on the MRO form.~~

~~—Drug Test Results And Consequences~~

- ~~A. After receiving the initial report of a verified positive drug test, the district shall immediately remove the employee involved from performing safety-sensitive functions and terminate the driver's employment. Removal of the employee from performing safety-sensitive functions shall not be delayed until the district receives the written report or result of the split specimen test.~~
- ~~B. After receiving the initial report of verified adulterated or substituted drug test results, the district shall consider this a refusal to test and immediately remove the employee involved from performing safety-sensitive functions and terminate the driver's employment. Removal of an employee from performing safety-sensitive functions shall not be delayed until the district receives the written report or the result of a split specimen test.~~
- ~~C. If the district receives a test result indicating that the employee's specimen was dilute:~~
  - ~~1. The district will treat a dilute positive test as a verified positive test.~~
  - ~~2. A dilute negative test for current employees requires that their next drug test be collected under direct observation.~~
  - ~~3. A dilute negative result on a pre-employment test requires that the prospective employee be tested again immediately. Direct observation of collection will not be used unless there are other reasons to justify it.~~

~~—Referral, evaluation and treatment:~~



~~—When a driver receives a positive alcohol or controlled substances test under this policy or violates the other prohibitions of this policy, the district will provide the driver with information regarding the resources available to the driver for evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances. The district is not required to provide any of these services under this policy. Other district policies and provisions in the collective bargaining agreement, if any, may have application to the provision of services.~~

~~—Test costs and compensation:~~

~~—If the district collective bargaining agreement covers testing costs and driver compensation, those provisions take precedence over this procedure.~~

~~A. The district will pay for and compensate drivers for their time for the following alcohol and/or initial controlled substances tests: random, reasonable suspicion and post-accident.~~

~~B. Drivers will be responsible for taking the following alcohol and/or controlled substances tests on their own time and at their own cost: pre-employment (unless a current employee is being transferred to a position requiring a CDL from one that does not, in which case the district will compensate for the employee's time and pay for the test), return to duty, and follow up.~~

~~C. If a driver's initial controlled substances test is positive and the driver requests that the split sample be tested, the second test will be at the employee's expense. If the retest is negative, the district will reimburse the employee for the cost of the split sample test.~~

~~—Record Retention And Confidentiality~~

~~A. The district, the ESD drug and alcohol testing consortium, or the contractor, shall maintain records of its alcohol misuse and controlled substances use prevention programs.~~

~~B. The records shall be maintained in a secure location with controlled access.~~

~~C. All records required in this procedure shall be made available for inspection at the district's principal place of business within two business days after a request has been made by an authorized representative of the FCMSA.~~

~~D. The records will be maintained in accordance with the following schedule:~~

~~1. Five Years~~

~~a. Records of driver alcohol test results indicating an alcohol concentration of 0.02 or greater.~~

~~b. Records of driver verified positive controlled substances test results.~~

~~c. Documentation of refusals to take required action.~~

~~d. Calibration documentation.~~

~~e. Driver evaluation and referrals.~~

~~f. A copy of each annual calendar year summary required by the FMCSA.~~

~~2. Two Years:~~

~~a. Records related to the alcohol and controlled substances collection process (except calibration of EBTs).~~

~~b. Records of training.~~

~~3. One Year: Records of negative and canceled controlled substances test results and of alcohol test results with a concentration of less than 0.02.~~

~~4. Indefinitely: Records related to the education and training of BATs, screening test technicians, supervisors and drivers shall be maintained by the district while the individual performs the functions which require the training and for two years after ceasing to perform those functions.~~

~~E. Types of Records:~~

~~1. Records related to the collection process~~

~~a. Collection logbooks, if used.~~

~~b. Documents relating to the random selection process.~~

~~c. Calibration documentation for EBTs.~~

~~d. Documentation of BAT training.~~

~~e. Documents generated in connection with decisions to administer reasonable suspicion alcohol or controlled substances tests.~~

~~f. Documents generated in connection with decisions to administer post-accident tests.~~

~~g. Documents verifying the existence of a medical explanation of the inability of a driver to provide adequate breath or to provide a urine specimen for testing.~~

~~h. Consolidated annual calendar year summaries as required by the FMCSA.~~

~~2. Records related to a driver's test results:~~

~~a. The employer's copy of the alcohol test form, including the results of the test.~~

~~b. The employer's copy of the controlled substances test chain of custody and control form.~~

~~c. Documents sent by the medical review officer to the employer.~~

~~d. Documents related to the refusal of any driver to submit to an alcohol or controlled substances test administered under this policy and procedure.~~

~~3. Records related to other violations of this policy and procedure.~~

~~4. Records related to evaluations:~~

~~a. Records pertaining to a determination by a SAP concerning a driver's need for assistance.~~

~~b. Records concerning a driver's compliance with recommendations of the substance abuse professional.~~

~~5. Records related to education and training:~~

~~a. Materials on alcohol misuse and controlled substance use awareness, including a copy of the district's policy on alcohol misuse and controlled substance use.~~

~~b. Documentation of compliance with the requirements of the DOT requiring the district's obligation to promulgate a policy on the misuse of alcohol and use of controlled substances.~~

~~c. Records of the driver's signed receipt of education materials.~~

~~d. Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for alcohol and/or controlled substances testing based on reasonable suspicion.~~

~~e. Certification that supervisor training complies with DOT requirements.~~

~~6. Records relating to drug testing:~~

~~a. Agreements with collection site facilities, laboratories, medical review officers, and consortia.~~

~~b. Names and positions of officials and their role in the employer's alcohol and controlled substances testing program(s).~~

~~c. Monthly laboratory statistical summaries of urinalysis required by DOT regulations.~~

~~d. The district's drug testing policy and procedures.~~

~~F. Reporting of Results in a Management Information System~~

~~1. The district or the consortium shall prepare and maintain an annual calendar year summary of the results of its alcohol and controlled substances testing programs performed under DOT regulations.~~

~~2. By March 15 of each year, the annual summary covering the previous calendar year will be completed.~~

~~3. If the district is notified, during the month of January, of a request by the FMCSA to report the district's annual calendar year summary information, the district shall prepare and submit the report to the FMCSA by March 15 of that year.~~

~~G. Access to Records~~

~~1. Except as required by law or expressly authorized or required in this section, the district shall not release driver information that is contained in records required to be maintained under these procedures.~~

~~2. A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.~~

~~a. Upon written request, the district shall promptly provide the records requested by the driver.~~

~~b. The district representative shall document the written request and obtain a written verification the records were received by the driver.~~

~~3. The district shall permit access to all facilities utilized in complying with the requirements of this policy and procedures and all related records to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the district or any of its drivers.~~

~~4. Records shall be made available to a subsequent employer upon receipt of a written request from a driver. Release of such information by the employer receiving the information is permitted only in accordance with the terms of the employee's consent.~~

~~5. The district shall release information regarding a driver's records as directed by the specific, written consent of the driver authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's consent, or in connection with legal proceedings.~~

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~~A. Date: 02.18.02~~

## MAINTAINING PROFESSIONAL STAFF/STUDENT BOUNDARIES

### Purpose

The purpose of this policy is to provide all staff, students, volunteers and community members with information about to increase their awareness of their role in protecting children from inappropriate conduct by adults. This policy applies to all district staff and volunteers. For purposes of this policy and its procedure, the terms “district staff,” “staff member(s),” and “staff” also include volunteers.

### General Standards

The ~~Wenatchee Board of Directors~~ expects all district staff members to maintain the highest professional, ~~moral and ethical~~ standards when in their interaction with students. ~~Staff members~~ District staff is required to maintain an atmosphere conducive to learning, by through consistently ~~and fairly applied discipline and established and maintain~~ ing professional boundaries.

Professional staff/student boundaries are consistent with the legal and ethical duty of care that district employees have for students.

The interactions and relationships between district staff members and students should be based upon mutual respect and trust, an understanding of the appropriate boundaries between adults and students in and outside of the educational setting, and consistency with the educational mission of the ~~schools district~~.

~~District s~~ Staff members will not intrude on a student’s physical and emotional boundaries unless the intrusion is necessary to serve an demonstrated educational ~~or physical, mental and/or emotional health~~ purpose. An educational purpose is one that relates to the staff member’s duties in the district. Additionally, staff members are expected to be sensitive to ~~aware of~~ the appearance of impropriety in their own conduct and the conduct of other staff when interacting with students. ~~District s~~ Staff members will notify and discuss issues with their building administrator or supervisor whenever they suspect or ~~are unsure~~ question whether their own or another staff member’s conduct is inappropriate or constitutes a violation of this policy.

The board recognizes that staff may have familial and pre-existing social relationships with parents or guardians and students. Staff members should use appropriate professional judgment when they have a dual relationship to students to avoid violating this policy, the appearance of impropriety, and the appearance of favoritism. Staff members shall pro-actively discuss these circumstances with their building administrator or supervisor.

### Use of Technology

The ~~Wenatchee Board of Directors~~ supports the use of technology to communicate for educational purposes. However, district ~~employees are~~ staff is prohibited from inappropriately communicating with students on-line ~~online socializing~~ or from engaging in any conduct on social networking ~~Web sites~~ websites that violates the law, district policies or procedures, or other generally recognized professional standards. ~~Employees-Staff~~ whose conduct violates this policy may face discipline and/or termination, consistent with the district’s policies and procedures, acceptable use agreement and collective bargaining agreements, as applicable.

The superintendent ~~or~~ /designee will develop staff protocols for reporting and investigating allegations and develop procedures and training to accompany this policy.

## PERSONNEL

### MAINTAINING PROFESSIONAL STAFF/STUDENT BOUNDARIES

~~The purpose of this procedure is to provide all staff, students, volunteers and community members with information to increase their awareness of their role in protecting children from inappropriate conduct by adults.~~

#### Boundary Invasions

In a professional staff/student relationship, ~~school employees~~staff maintain boundaries that are consistent with the legal and ethical duty of care that school personnel have for students.

A boundary invasion is an act or omission by a ~~school employee~~staff member that violates professional staff/student boundaries and has the potential to abuse the staff/student relationship.

An inappropriate boundary invasion means an act, omission, or pattern of such behavior by a ~~school employee~~staff member that does not have an educational purpose; and results in abuse of the staff/student professional relationship.

#### Inappropriate Boundary Invasion Examples

#### UNACCEPTABLE CONDUCT

Examples of possible inappropriate boundary invasions by staff members include but are not limited to the following:

- ~~A.~~ Any type of inappropriate physical contact with a student or any other conduct that might be considered harassment under the ~~Board's—district's~~ policy on ~~Harassment and~~ Sexual Harassment of Students (Policy 3205); Prohibition of Harassment, Intimidation and Bullying (Policy 3207); Nondiscrimination (Policy 3210); Title IX of the Education Amendments of 1972 (Title IX); the Washington State Law Against Discrimination (Chapter 49.60 RCW); or that constitutes misconduct under RCW 28A.640 and .642 or WAC 181-88-060; or any conduct that would constitute a violation of Chapter 9A.44 or 9A.88 RCW.
- ~~B.~~ Showing pornography to a student;
- ~~C.~~ Singling out a particular student or students for personal attention and friendship beyond the professional staff-student relationship;
- ~~D.~~ Socializing where students are consuming alcohol, drugs or tobacco,
- ~~E.~~ For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;
- ~~F.~~ Sending students on personal errands unrelated to any educational purpose;
- ~~G.~~ Banter, allusions, jokes or innuendos of a sexual nature with students;
- ~~H.~~ Disclosing personal, sexual, family, employment concerns, or other private matters to one or more students;
- ~~I.~~ Addressing students, or permitting students to address staff members with personalized terms of endearment, pet names, or otherwise in an overly familiar manner;
- ~~J.~~ Maintaining personal contact with a student outside of school by phone, email, Instant Messenger or Internet chat rooms, social networking Web sites, or letters ~~(beyond homework or other~~



- legitimate school business) without including the building administrator/supervisor and parent/guardian.
- ~~K.~~ Exchanging personal gifts, cards or letters with an individual student;
  - ~~L.~~ Socializing or spending time with students (including but not limited to activities such as going out for beverages, meals or movies, shopping, traveling, and recreational activities) outside of school-sponsored events, except as participants in organized community activities;
  - ~~M.~~ Giving a student a ride alone in a vehicle in a non-emergency situation; ~~and/or~~
  - ~~N.~~ Unnecessarily invading a student's privacy, (e.g. walking in on the student in the bathroom)
  - ~~O.~~ Soliciting phone, email, text messages or other forms of written or electronic communication to students without building administrator/supervisor and parent permission when the communication is unrelated to school work or other legitimate school business, or
  - ~~A.P.~~ Any other conduct that fails to maintain professional staff/student boundaries.

### APPEARANCES OF IMPROPRIETY

The following activities are boundary invasions and can create an actual impropriety or the appearance of impropriety. Whenever possible, staff should avoid these situations. If unavoidable these activities should be pre-approved by the appropriate administrator. If not pre-approved, the staff person must report the occurrence, to the appropriate administrator, as soon as possible.

- ~~A.~~ Being alone with an individual student out of the view of others;
- ~~B.~~ Inviting or allowing individual students to visit the staff member's home;
- ~~C.~~ Visiting a student's home; and/or
  - ~~A.~~ Social networking with students for non educational purposes. Sending or soliciting email, text messages or other electronic communications to the student, even when the communication relates to school business, except where the parent or guardian and building administrator/supervisor has consented to such communications and receives a copy of the communication and receives a copy of the communication. Staff should use school email addresses and phone numbers and the parent/guardian phone numbers for communications with students, except in emergency situations.
- ~~D.~~

### REPORTING VIOLATIONS

Students and their parents/guardians are strongly encouraged to notify the principal (or other administrator) if they believe a ~~teacher or other~~ staff member may be engaging in conduct that violates this policy or procedure.

Staff members are required to promptly notify the principal (~~or other administrator~~) or the superintendent or the supervisor of the employee or volunteer suspected of engaging in inappropriate conduct that violates this policy or procedure. if they become aware of a situation that may constitute a violation of this policy.

The administrator to whom a boundary invasion concern is reported must document, in writing, the concern and provide a copy of the documentation to the Executive Director of Human Resources. The Executive Director of Human Resources will maintain a file documenting reports of this nature, which are made.

### Reporting Sexual Abuse

All professional school personnel who have reasonable cause to believe that a student has experienced sexual abuse by a staff member, volunteer, or agency personnel working in the school are required to make a report to Child Protective Services or law enforcement pursuant to board policy and procedure 3421, Child Abuse, Neglect and Exploitation Prevention, and Chapter 26.44, RCW. Reporting suspected abuse to the building principal or supervisor does not relieve professional school personnel from their reporting responsibilities and timelines.

### **DISCIPLINARY ACTION**

Staff violations of this policy may result in disciplinary action up to and including dismissal. The violation ~~will~~may also be reported to the state Office of Professional Practices. ~~Violations involving sexual or other abuse will also result in referral to Child Protective Services and/or law enforcement in accordance with the board's policy on Reporting Child Abuse and Neglect.~~

### **TRAINING**

All new employees and volunteers will receive training on appropriate staff /student boundaries within three months of employment. Continuing ~~employees~~staff will receive training every three years.

### **DISSEMINATION OF POLICY AND REPORTING PROTOCOLS**

This policy and procedure shall be included on the district Web site and in all employee, student and volunteer handbooks. Annually, all administrators and staff will receive copies of the district's reporting protocol.

Management Resources: 2015 – October Issue

**Adoption Date: 5.10.11**

**Wenatchee School**

**District Reviewed:**

**4.16, /16**

**Revised: 08.16**

Legal References:

Title IX of the Education Amendments of 1972

Chapter 9A.44, RCW – Sex offenses

Chapter 9A.88, RCW – Indecent exposure – Prostitution

RCW 28A.400

Crimes against children

RCW 28A.405.470

Crimes against children - Mandatory termination of certificated employees - Appeal - Recovery of salary or compensation by district.

RCW 28A.405.475

Termination of certificated employee based on guilty plea or conviction of certain felonies - Notice to superintendent of public instruction - Record of notices.

RCW 28A.410.090

Revocation or suspension of certificate or permit to teach - Criminal basis - Complaints - Investigation - Process.

RCW 28A.410.095

Violation or noncompliance - Investigatory powers of superintendent of public instruction - Requirements for investigation of alleged sexual misconduct towards a child - Court orders - Contempt - Written findings required.

RCW 28A.410.100

Revocation of authority to teach - Hearings.

Chapter 28A.640, RCW

Sexual Equality

Chapter 28A.642, RCW

Discrimination Prohibition

Chapter 49.60, RCW –

Washington State Law Against  
Discrimination

WAC 181-87

Professional Certification - Acts of Unprofessional Conduct

WAC 181-88

Sexual Misconduct, Verbal and Physical Abuse - Mandatory Disclosure - Prohibited Agreements

Cross References: 3205 – Sexual Harassment of Students Prohibited

3207 - Prohibition of Harassment, Intimidation and Bullying

3210 – Nondiscrimination

Management Resources: 2015- October Issue

**Adoption Date: 5.10.11**  
**Wenatchee School District**  
**Revised: 08.16**

**WENATCHEE SCHOOL DISTRICT**  
**School Board Planning Calendar**  
**2016-17 Special Presentations/Workshops**  
**DRAFT**

DATE	DAY	TIME	LOCATION	TOPICS	PRESENTERS
<b>AUG. 9</b>	Tuesday	6 p.m.	District Office		
<b>SEPT. 13</b>	Tuesday	6 p.m.	District Office		
<b>SEPT. 27</b>	Tuesday	6 p.m.	District Office		
<b>OCT. 11</b>	Tuesday	6 p.m.	District Office		
<b>OCT. 25</b>	Tuesday	6 p.m.	District Office		
<b>NOV. 1</b>	Tuesday	6 p.m.	District Office	<b>SCHOOL REVIEWS</b>	<b>ELEMENTARY PRINCIPALS</b>
				<b>SCHOOL REVIEWS</b>	<b>SECONDARY PRINCIPALS</b>
<b>NOV. 8</b>	Tuesday	6 p.m.	District Office		
<b>NOV. 22</b>	Tuesday	6 p.m.	District Office		
<b>DEC. 13</b>	Tuesday	6 p.m.	District Office		

DATE	DAY	TIME	LOCATION	TOPICS	PRESENTERS
JAN. 10	Tuesday	6 p.m.	District Office		
JAN. 24	Tuesday	6 p.m.	District Office		
FEB. 14	Tuesday	6 p.m.	District Office		
FEB. 26	Friday	6 p.m.	TBD	BOARD WORKSHOP	
				MID-YEAR REVIEW	
FEB. 28	Tuesday	6 p.m.	District Office		
MAR. 14	Tuesday	6 p.m.	District Office		
MAR. 28	Tuesday	6 p.m.	District Office		
APRIL 11	Tuesday	6 p.m.	District Office		
APRIL 25	Tuesday	6 p.m.	District Office		



**WENATCHEE SCHOOL DISTRICT  
 School Board Planning Calendar  
 2015-16 Special Presentations  
 DRAFT**

DATE	DAY	TIME	LOCATION	TOPICS	PRESENTERS
<b>MAY 9</b>	Tuesday	6 p.m.	District Office		
<b>MAY 19</b>	Friday	6 p.m.	TBD	<b>BOARD WORKSHOP</b>	
				<b>YEAR-END REVIEW</b>	
<b>MAY 23</b>	Tuesday	6 p.m.	District Office		
<b>JUNE 13</b>	Tuesday	6 p.m.	District Office		
<b>JUNE 27</b>	Tuesday	6 p.m.	District Office		