



**WSD Board Meeting  
November 22, 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: Bd. Wkshp. 11/01/16 & Regular Board Meeting 11/08/16	Action	1+
Personnel Report	Action	2+
Vouchers/Payroll	Action	3+
Contracts	Action	4+
Surplus Report	Action	5+
Sports Camps/Clinics- Apple-Ettes	Action	6+
Policies – 2 <sup>nd</sup> Reading:	Action	7+
2165 Policy & Procedure - Home or Hospital Instruction		
2411 Policy – Certificate of Education Competency		
3410 Policy - Student Health		
<b>III. CITIZENS COMMENTS:</b>		<b>03 Min</b>
<b>IV. ASB REPORTS:</b>		<b>10 Min</b>
<b>V. WENATCHEE LEARNS STRATEGIES:</b>		<b>75 Min</b>
<b><i>Strategy Three – Use Best Tools &amp; Resources to Advance Learning</i></b>		
<i>Objective 3.4: Facilities that Optimize Learning:</i>		
1) Change Order No. 7 to WLK Joint Venture contract for Washington Elementary.	Action	10 min
2) Change Order No. 3 to Smith Excavation contract for Portable Pads.	Action	10 min
Gregg Herkenrath, Director of Facilities & David Zeitlin, Hill International		
3) Phase 2 Capital Facilities Update	Information	10 min
Brian Flones, Superintendent		
<b><i>Strategy Four – Balance Change for All with Excellence for All</i></b>		
<i>Objective 4.1 Continuous Improvement of Service Quality</i>		
<b>1<sup>ST</sup> READING:</b>		
<i>3000 Policy Updates:</i>		
3115 Policy & Procedure - Homeless Students	Information	05 min
3116 Policy & Procedure Students in Foster Care	Information	05 min
3240 Policy & Procedure - Student Conduct	Information	05 min
Mark Helm, Executive Director Student Services		
<i>Objective 4.2: Sound Fiscal &amp; Resource Management &amp; Sound Human Resource Management</i>		
1) Enrollment Report	Information	10 min
2) Budget Status Report	Information	10 min
Les Vandervort, CFO		
3) Food Service Managers Bargaining Agreement	Action	10 min
Heather Crail, HR Director		
<b>VI. BOARD COMMUNICATION</b>		<b>05 Min</b>
<b>VII. SUPERINTENDENT’S REPORT</b>		<b>05 Min</b>
<b>VIII. ADJOURNMENT</b>		
<b>IX. EXECUTIVE SESSION</b>		

SEE REVERSE SIDE



# CONSENT AGENDA

---





# Wenatchee School District Board School Reviews Workshop

Minutes of November 01, 2016  
WSD District Office

Board Members	8:00 AM	Others Present
Jennifer Talbot, President Robert Sealby V.P. Laura R. Jaecks Walter Newman Claudia De Robles		Brian Fiones, Superintendent Jon DeJong, Deputy Superintendent Cabinet Members School Principals School Assistant Principals

**I. Board Workshop 6:00 p.m.**

Jennifer Talbot, Board President, opened the regular board meeting at 8:00 am with the Pledge of Allegiance.

**II. Agenda Summary**

Deputy Superintendent Jon DeJong gave a brief agenda summary as follows:

Board Workshop 6 pm order of conversation with the principals and assistant principals. We have 5 schools in *Improvement*. It is an electronic improvement plan. They will discuss their plans under the *Indistar* evaluation program, school improvement which the indicators differ. This year all the elementary school decided they will use this measure for improvement, some new to this and others are experienced. This is not a data driven plan.

- Board given a handout on context.
- The principals will have a template to follow next year

7 improvement Principles with indicators – the district and schools share the same principles but the indicators are different from school to school.

This is the foundation of how they are built. The buildings assess the indicators. State tells us what indicators, they are set by the state for each school that is in Improvement.

In Improvement:

- Pioneer
- Orchard
- Foothills
- Columbia
- Mission View
- Title 1 schools have different indicators

Mr. DeJong explained the following:

**School-Level and District-Level Indistar® Expected Indicators for 2015-16**

Priority and Focus (P and F) schools and their districts are required to address these Indistar® Indicators when crafting and/or updating their Student and School Success Action Plan. Both School- and District-Level Indicators are found in the Indicator filter in the “Assess” module on the Indistar® account for individual schools and districts. Acronyms used include: TPEP = Teacher and Principal Evaluation Project, CCSS = Common Core State Standards, and MTSS = Multi-Tiered System of Supports.

Student and School Success Principle	School-Level Expected Indicators	District-Level Expected Indicators	District Evidence
<p><b>Principle 1: Provide strong leadership by:</b> (a) reviewing the performance of the current principal; (b) either replacing the principal if such a change is necessary to ensure strong and effective leadership, or demonstrating to the SEA that the current principal has a track record in improving achievement and has the ability to lead the turnaround effort; and (c) providing the principal with operational flexibility in the areas of scheduling, staff, curriculum, and budget.</p> <p><i>TPEP: Teacher Criterion 1 (Expectations); Teacher Criterion 8 (Professional Practice); Principal Criterion 1 (Creating a Culture); Principal Criterion 3 (Planning with Data); Principal Criterion 5 (Improving Instruction); Principal Criterion 8 (Closing the Gap)</i></p>	<p><b>P1-IE06:</b> The principal keeps a focus on instructional improvement and student learning outcomes.</p>	<p><b>P1-A:</b> The district reviews capacity of principals in schools required to implement turnaround plans and determines whether an existing principal has the necessary competencies to lead the turnaround effort.</p>	<p><b>Required Evidence for All Districts with Priority and/or Focus Schools: Principle 1 – District Evidence Template (Upload to District “Document Upload” File on Indistar by October 30, 2015)</b></p>
		<p><b>P1-B:</b> The district ensures that an empowered change agent (typically the principal) is appointed to head the each school that needs rapid improvement.</p>	<p><b>Examples of evidence for specific Indicators follow:</b> P1-A: Principal Evaluation Process</p>
		<p><b>P1-C:</b> District examines its policies and makes modifications as needed to provide operational flexibility for principals in order to support school turnaround plans in key areas.</p>	<p>P1-B: Human Resource (HR) policies addressing assignment of principal to P, F, or E school</p> <p>P1-C: HR, budget/fiscal, and organizational policies and procedures, internal student and school success office</p>
<p><b>Principle 2: Ensure that teachers are effective and able to improve instruction by:</b> (a) reviewing the quality of all staff and retaining only those who are determined to be effective and have the ability to be successful in the turnaround effort; (b) preventing ineffective teachers from transferring to these schools; and (c) providing job-embedded, ongoing professional development informed by the teacher evaluation and support systems and tied to teacher and student needs.</p> <p><i>TPEP: Teacher Criterion 2 (Instruction); Teacher Criterion 3 (Differentiation); Teacher Criterion 4 (Content Knowledge); Teacher Criterion 8 (Professional Practice); Principal Criterion 4 (Aligning Curriculum, Instruction, Assessment); Principal Criterion 5 (Improving Instruction)</i></p>	<p><b>P2-IF11:</b> Professional development is aligned with identified needs based on staff evaluation and student performance. <i>(Instructional Framework, CCSS, Multi-Tiered Framework)</i></p>	<p><b>P2-A:</b> District policy and practices ensure highly qualified teachers are recruited, placed, and retained to support the transformation and turnaround efforts.</p>	<p><b>Examples include:</b> Teacher certification levels, HR policies and procedures, incentives for placement</p>
	<p><b>P2-IF12:</b> School provides all staff high-quality, ongoing, job-embedded, differentiated professional development. <i>(Instructional Framework, CCSS, Multi-Tiered Framework)</i></p>	<p><b>P2-B:</b> The district has policies and practices in place that prevent ineffective teachers from transferring to schools that are required to implement turnaround plans.</p>	<p><b>Examples include:</b> HR policies and procedures, Memorandum of Understanding (MOU), Collective Bargaining Agreement (CBA)</p>
	<p><b>P2-IF14:</b> The school sets goals for Professional Development and monitors the extent to which staff has changed practice. <i>(Instructional Framework, CCSS, Multi-Tiered Framework)</i></p>	<p><b>P2-C:</b> Professional development is built into the school schedule by the district, but the school is allowed discretion in selecting training and consultation that fit the requirements of its Student and School Success Action Plan and evolving needs.</p>	<p><b>Examples include:</b> Professional Development (PD) calendar, school year calendar with job-embedded PD opportunities, assignment of instructional coaches</p>



**School-Level and District-Level Indistar® Expected Indicators for 2015-16**

Priority and Focus (P and F) schools and their districts are required to address these Indistar® Indicators when crafting and/or updating their Student and School Success Action Plan. Both School- and District-Level Indicators are found in the Indicator filter in the “Assess” module on the Indistar® account for individual schools and districts. Acronyms used include: *TPEP* = Teacher and Principal Evaluation Project, *CCSS* = Common Core State Standards, and *MTSS* = Multi-Tiered System of Supports.

Turnaround Principle	School-Level Expected Indicators	District-Level Expected Indicators	District Evidence
<b>Principle 3: Redesign the school day, week, or year to include additional time for student learning and teacher collaboration.</b>  <i>TPEP: Teacher Criterion 1 (Expectations); Teacher Criterion 8 (Professional Practice); Principal Criterion 1 (Creating a Culture); Principal Criterion 6 (Managing Resources); Principal Criterion 8 (Closing the Gap)</i>	<b>P3-IVD05:</b> The school monitors progress of the extended learning time programs and strategies being implemented, and uses data to inform modifications. <i>(Multi-Tiered Framework)</i>	<b>P3-A:</b> The district allocates resources to support additional learning time for students and staff in schools required to implement turnaround principles.	<b>Examples include:</b> Budget, school’s master schedule, CBAs, MOUs
	<b>P3-IVD06:</b> The school has established a team structure for collaboration among all teachers with specific duties and time for instructional planning.		
<b>Principle 4: Strengthen the school’s instructional program based on student needs and ensure that the instructional program is research-based, rigorous, and aligned with State academic content standards.</b>  <i>TPEP: Teacher Criterion 1 (Expectations); Teacher Criterion 2 (Instruction); Teacher Criterion 3 (Differentiation); Teacher Criterion 4 (Content Knowledge); Teacher Criterion 6 (Assessment); Principal Criterion 3 (Planning with Data); Principal Criterion 4 (Aligning Curriculum); Principal Criterion 5 (Improving Instruction); Principal Criterion 8 (Closing the Gap)</i>	<b>P4-IIA01:</b> Instructional Teams develop standards-aligned units of instruction for each subject and grade level. <i>(CCSS, Instructional Framework)</i>	<b>P4-A:</b> The district ensures that school improvement initiatives include rigorous, research-based, field-proven instructional programs, practices, and models.	<b>Examples include:</b> Annotated literature review of research-based programs, e.g., Instructional Framework (Danielson, Marzano, CEL 5D) and CCSS
	<b>P4-IIIA07:</b> All teachers differentiate assignments (individualize instruction) in response to individual student performance on pre-tests and other methods of assessment. <i>(Instructional Framework, Multi-Tiered Framework, Smarter Balanced Assessments)</i>	<b>P4-B:</b> The district works with the school to provide early and intensive intervention for students not making progress.	<b>Examples include:</b> Early warning data system, assignment of intervention specialists and instructional coaches, master schedule with intervention time
	<b>P4-IIA03:</b> The school leadership team regularly monitors and makes adjustments to continuously improve the core instructional program based on identified student needs. <i>(Multi-Tiered Framework)</i>	<b>P4-C:</b> The district has a comprehensive plan that includes testing each student at least 3 times each year to determine progress toward standards-based objectives.	<b>Examples include:</b> Interim assessment plan and master schedule with assessments, e.g., Measures of Academic Progress (MAP), Mathematics and/or Reading Benchmark Assessments (MBA/RBA), Dynamic Indicators of Basic Early Literacy Skills (DIBELS), etc.
<b>Principle 5: Use data to inform instruction and for continuous improvement, including by providing time for collaboration on the use of data</b>  <i>TPEP: Teacher Criterion 3 (Differentiation); Teacher Criterion 6 (Assessment); Teacher Criterion 8 (Professional Practice); Principal Criterion 3 (Planning with Data); Principal Criterion 6 (Managing Resources); Principal Criterion 8 (Closing the Gap)</i>	<b>P5-IID08:</b> Instructional teams use student learning data to assess strengths and weaknesses of the curriculum and instructional strategies. <i>(Instructional Framework, Multi-Tiered Framework, Smarter Balanced Assessments)</i>	<b>P5-A:</b> The district provides schools with technology, training, and support for integrated data collection, reporting, and analysis systems.	<b>Examples include:</b> District technology plan, data systems, professional development schedule, assignment of data support staff
	<b>P5-IID12:</b> All teachers monitor and assess student mastery of standards-based objectives in order to make appropriate curriculum adjustments. <i>(Instructional Framework, Multi-Tiered Framework)</i>		

**School-Level and District-Level Indistar® Expected Indicators for 2015-16**

Priority and Focus (P and F) schools and their districts are required to address these Indistar® Indicators when crafting and/or updating their Student and School Success Action Plan. Both School- and District-Level Indicators are found in the Indicator filter in the “Assess” module on the Indistar® account for individual schools and districts. Acronyms used include: *TPEP* = Teacher and Principal Evaluation Project, *CCSS* = Common Core State Standards, and *MTSS* = Multi-Tiered System of Supports.

Turnaround Principle	School-Level Expected Indicators	District-Level Expected Indicators	District Evidence
<b>Principle 6: Establish a school environment that improves school safety and discipline and address other non-academic factors that impact student achievement, such as students’ social, emotional, and health needs.</b>  <i>TPEP: Teacher Criterion 3 (Differentiation); Teacher Criterion 5 (Learning Environment); Principal Criterion 1 (Creating a Culture); Principal Criterion 2 (Ensuring School Safety); Principal Criterion 6 (Managing Resources); Principal Criterion 8 (Closing the Gap)</i>	<b>P6-IIIC13:</b> All teachers reinforce classroom rules and procedures by positively teaching them. <i>(Instructional Framework)</i>	<b>P6-A:</b> The district implements state and federally aligned policies and procedures which guide, promote and assist school communities with academic, physical, social, emotional, and behavioral programs and practices that ensure a safe and supportive school culture and climate.	<b>Examples include:</b> Board policies/procedure and practices related to school safety, and promotion of positive school culture; district web or handbook with annual updated distribution to school community/families (and available to non-English speaking families) which outline district policies and procedures related to student safety including anti-bullying prevention; compliance with state/federal laws and reporting guidelines to CEDARS regarding school safety initiatives; annual perceptiveness surveys for parents, students and staff; professional development regarding safe and supportive schools and multi-tiered systems of support aligned with findings from perceptiveness surveys.
	<b>P6-IIIC16:</b> The school leadership team ensures that the school environment is safe and supportive (i.e., it addresses non-academic factors, such as social and emotional well-being) <i>(Instructional Framework)</i>		
<b>Principle 7: Provide ongoing mechanisms for family and community engagement.</b>  <i>TPEP – Teacher Criterion 7 (Families and Community); Principal Criterion 7 (Partnering with Community); Principal Criterion 8 (Closing the Gap)</i>	<b>P7-IVA02:</b> The school’s key documents (Parent Involvement Policy, Mission Statement, Compact, Homework Guidelines, and Classroom Visit Procedures) are annually distributed and frequently communicated to teachers, school personnel, parents (families) and students.	<b>P7-A:</b> The LEA (district)/School has announced changes and anticipated actions publicly; communicated urgency of rapid improvement, and signaled the need for rapid change.	<b>Examples include:</b> Family notification letter; family and community section of website with relevant information for parents, families, and community; family involvement policy and procedure
	<b>P7-IVA04:</b> The school’s Compact includes responsibilities (expectations) that communicate what parents (Families) can do to support their students’ learning at home (curriculum of the home, with learning opportunities for families to develop their curriculum of the home).	<b>P7-B:</b> The LEA (district)/School has engaged parents and community in the transformation process.	
	<b>P7-IVA01:</b> Parent (family) representatives advise the School Leadership Team on matters related to family-school relations.		
	<b>P7-IVA13:</b> The LEA (district)/School has engaged parents and community in transformation process.		

### School-Level and District-Level Indistar® Expected Indicators for 2015-16

Priority and Focus (P and F) schools and their districts are required to address these Indistar® Indicators when crafting and/or updating their Student and School Success Action Plan. Both School- and District-Level Indicators are found in the Indicator filter in the “Assess” module on the Indistar® account for individual schools and districts. Acronyms used include: *TPEP* = Teacher and Principal Evaluation Project, *CCSS* = Common Core State Standards, and *MTSS* = Multi-Tiered System of Supports.

#### Glossary:

**-Turnaround Principles:** Meaningful interventions demonstrated to improve student achievement. Each Principle must be included in a Student and School Success Action Plan.

**-School- and District-Level Expected Indicator:** High-yield, research-based behaviors and practices that support schools to increase educator capacity and boost student achievement. Each school’s Student and School Success Action Plan must include at least one Expected Indicator with S.M.A.R.T. Goals and associated tasks and timelines.

- Washington and Sunnyslope do not have indicators because they are not Title 1 or In Improvement
- Wise Ways explained as support for Indistar
- 18 -20 page plan
- Each school has a summary of their improvement

## III. ELEMENTARY SCHOOLS

6:00-6:40

### Elementary Principals:

Kevin Loomis, Newbery  
Keith Collin, Washington  
Tim Sheppard, Lincoln  
Gracie Helm, Mission View  
Alfonso Lopez, Lewis & Clark  
David Perkins, Sunnyslope

### JOHN NEWBERY ELEMENTARY SCHOOL:

- Newbery’s plan is not complete, they have been in training and he shared their activities in training. They are a Title school. This is a staff driven plan, it is a real undertaking but there it a great buy-in by the staff, making a lot of progress. What has taken place so far was shared. Some blanks as the staff work on the plan but Newbery will come back for board approval plan at a later date.

### GROUP DISCUSSION:

- Discussion about the lack of testing data to review in order to “approve” the plan by the board
- This is much different than other CIPP’s for the last four years because when we are in Improvement, we have to stay on the indicators, which the state believes will change test scores. Research has proven this works, test scores focus is a small part of this, but they do increase.
  - Broader than test scores achievement data
    - Leadership
    - Instructional Practices
    - Social Behaviors
    - Parent involvement and contact
  - Look at Indicators, assess it, action plans, smart goals
  - Plans are based around those expected indicators
  - We do embed test score data so we can track the progress
- A board member would like to see more of a pathway to achievement clearly mapped out
  - How we are addressing the scores, Board wants to look at whole picture
  - Schools upload documents to be evaluated by OSPI, representative comes over and gives feedback to the schools that are in Improvement
  - Everyone decided to participate it because it helps to collaborate the schools, has brought the schools more in unison, sharing what is working best, help to keep other schools out of state Improvement
- Looking at the complexity of the information and data, board is trying to work through that process, so much paper for each school, but would like to look at each school’s complete picture
- Schools look at the Smart Goals and Indicators; 5 indicators creates 5 action plans
- If you turn around these principles it will improve test scores and overall success of our students
- The principals are sharing this to the board so the board can see the changes and effects it has on school achievement and so they can better understand what the state expects of the district – but we cannot see data until the end of the year – that has always been when we look at hard data
- This addresses the individual school culture and helps them to see what, as a whole school the need to be working on to have student success
- The success indicators are changing the way we do business
- We look at the data and if we are not getting the results that we want then we look at the indicators and get the knowledge to our staff how to change what we are doing to something that works
- Tim Sheppard at Lincoln has been in Improvement for 4-years, but is now out of it using these indicators and success actions plans – this is huge



- By just focusing on student test scores we miss the changes we need to make to improve their overall learning experience, by looking at the whole “big picture” of their learning environment – the state recognizes that there is more going on in the school and the students lives that affect their learning therefore having an impact on their test scores
- PBIS has helped us to get a plan, getting all the teachers doing the same thing and organize the classroom, it was a lot of work but was successful, just like *Indistar* will be as we work through the process
- There are so much higher expectations by using this plan – research has proven its success
- It helps to narrow down and use components that will make the most impact on our students
- These efforts have brought our staff together
- Details of our systematic data evaluation shared by all principals
- We look at last years plans at the end of the year, not in the beginning, we just share our plans with the board and where we are now- with the plan having growth goals- we look at that growth by the end of the year – hard data
- The board isn’t approving the plans tonight based on anything other than that they are working on improving student achievement, the state evaluates the progress and gives directions to the principals, they in turn make the plan for success with their staff for.

#### WASHINGTON ELEMENTARY SCHOOL:

- Washington has been busy and wanted to attack *Indistar* in the least intrusive way as possible
- Mr. Collins looks at it as the 9-Characteristics of Effective Schools brought into a different format.
- We are using proven strategies that work to help the student learn
- Minimal time to work on this, due to new construction etc., but taking it on and focusing in on our data and indicators – we are working hard and moving forward with our plan
- Washington has some strong indicators and school in focus on how the students are growing
- Student growth patterns have just been released from OSPI – we are looking at that - encouraging

#### LINCOLN ELEMENTARY SCHOOL

- Lincoln is focusing in on Leadership and professional development
- 5 Different components to these standards - details shared of components:
  - Ensure teachers are effective and able to improve instruction
  - Strengthen the schools instructional program
  - Use data inform instruction
  - Establish a strong school environment that improves school safety and discipline
  - Provide mechanisms for family and community engagement
- Shared how Wonders, DIBELS , NWEA, Smarter Balance is being used successfully
- Parent Compacts - engagement details and continuing to develop that component – parents and students sign -almost 100% - state requirements
- Newbery and Washington shared their parent plans

#### LEWIS & CLARK ELEMENTARY SCHOOL:

- Lewis & Clark jumped into *Indistar* this year
- L&C test scores have improved since implementation of this plan
- Strong Literacy – trying to make staff better in this area
- Schedule to visit classrooms more strategically, a walk-through plan with LIT team
- Goal is to have more student achievement on every level
- Open door to talk about what is going on in their classrooms, using Marzano, GLAD and other programs that help us teach more effectively – Ongoing conversations with teachers
- L&C going Principle by Principle checking our progress
- Principle 5 - we have goals by evaluation of academic progress
- Parent nights –Principle 7: Family and community engagement
- DIBELS – 3 times a year, evaluate the data
- We are getting better by using this plan in reading, math, bringing scores back where they need to be
- Dual Language Night with parents – is this successful – going great, we are adding more Spanish to our day
- Mentoring Selah and Processor school districts, state asked L&C since 11 years as a dual language school, to be their mentor

#### MISSION VIEW ELEMENTARY SCHOOL:

- Mission View is in the 3<sup>rd</sup> year as a Focus School and is using the principles as intended
- We are doing the 7 Principles as the other elementary schools will share Principle 6 success
- Under Principle 6 - have had success with PBIS by getting the playground referral numbers down – structured recess – kids love it
- Details how MV changed and evaluated the data on referrals
- Three-color system, they are having fun – going to all three stations
- Cut referral in half, we are very excited about this success, invited the board
- Took questions on other parts of plan – agreed to send a video to board

#### COLUMBIA ELEMENTARY SCHOOL:

- Principal participated in the *Indistar* at previous district, but did it on his own, making the plan, the difference at Columbia is that the teachers want to be involved, makes it a school ownership effort

- It can at first be confusing, but now as we get into it and see the Principles that we need to be working on.
- Principle #1 is an area where we should be – *The principal keeps a focus on instructional improvement and Student learning outcomes*
- We ask ourselves what is it that we can do to change data
- What are we doing now that works?
- We highlight social and emotional development – that impacts the student’s learning
- Professional development is what makes the teacher better
- 1-7 Principles and all the indicators and then tasks under those, quite involved and we get everyone involved
- Title I schools - we must have 2 Indicators under #5
- We must have 3 Indicators under Parent engagement - details
  - Informational nights, adults have handbooks so they know expectations are
  - Attempt in the spring to create an updated handbook, goal finished by May
- These are overviews of goals much more detail in larger document
- Additional classroom visits in every classroom every week, including assistant principal involvement

Columbia and Sunnyslope Principals explained the 50% of time required by this plan to be in classrooms

**SUNNYSLOPE:**

- Less than 100% read at grade level – driving factor
- We expanded our goals to include Language Arts, Math, PBIS to build on last year’s goals
- Board taken through summary plans
- LIT and staff looked at original document
- Using student success goals
  - All staff except one has completed the PBIS container challenge, the one is working on that now
- Goal #1: By June, 2017, all staff will have the opportunity to participate in the WSD Engagement Challenge in order to utilize instructional strategies designed to improve
- Goal #2: We will continue with our work on PBIS implementation and continue to create a school-wide, team-wide, and classroom system of interventions for 2016-17.
- Goal #3: By June, 2017, all staff will participate in data analysis in order to meet the academic needs of students.
- Make the goals easy to look at and talk and refer to, larger document good to refine those goals.

Wonders explained to board, how it is used, good for some students but not for all, COMMON CORE

Lincoln, Lewis & Clark, Columbia helped to share what the Wonders program does in the classroom – good foundation for what they need – helps to fill hole of informational text for Common Core.

**VALLEY ACADEMY:**

- Plan similar as it’s been before
- Working on higher level of skills
- Teachers are looking for students strengths and weaknesses – Analyzing
- There’s a major shift to younger students from other years
- 60% from Wenatchee, first time over 50%
- We have been providing tutoring for those who need intervention
- Using GLAD strategies – good to hear from students how they are becoming successful
- Everything is going great – good staff and students

Congratulation to Valley Academy for receiving School of Distinction Award

**CIPP Plans Approved by the board:**

MOTION MADE by Robert Sealby to approve all of the Elementary School Plans that are completed as presented except John Newbery Elementary School, which will come back to the board later for approval.

SECONDED: Claudia De Robles

PASSED UNANIMOUSLY

**IV. MIDDLE SCHOOLS**

**6:40-7:20**

**Middle School Principals**

Taunya Brown, Orchard Middle School  
 Rob Cline, Pioneer Middle School  
 Mark Goveia, Foothills Middle School

**ORCHARD:**

- In year “4” as a Focus School – on a four year journey
- We look at data to develop plans in regard to Principle 5
  - USE OF DATA – Assessing student learning frequently with standards-based assessments

- To determine tasks we look at the data
- Example of their 4-year journey:
  - Data Boards used – more than 1/2 of grade level well below in math and reading – found Reading and Math 180
  - Goal to get them to grade before exiting the building, we are now closing the gap
  - Inclusion has required us to co-teach in those intervention cases which is working out well
  - Tracking our students and comparing them, we are very happy with what we are finding with our results
  - Huge student growth percentile from OSPI is very encouraging, telling us what we are doing is working for our kids
  - Going deeper as we get the plans for each student
  - Used data cards for evaluation
  - Math 180 divided into 2 segments – Instruction and Computer program
  - Reading 180 is in three segments– Instruction, independent reading & software program - Teachers and para in each classroom
  - Student success stories shared
  - We have to do 10 tasks for each Principle – a lot of work but seeing results

#### FOOTHILLS

- Shared that they are collaborating on all the same things
- So much of what OMS is the same for FMS.
- Went from 3 to 5 sections to help our adverse and challenged readers
- 2 sections of math to 6 sections of 180 math
- Teachers are very excited about how much progress these kids are making
- We take a survey every fall – perception survey for staff and students
- Perception data a reflection of learning environment
- Having intervention materials is a plus–
- Special Education integrated with regular classroom – they feel included
- It is great to have peer observing – has been really positive for staff

#### PIONEER:

- Can't see the detail in this, progress
- Had over 1700 parent conferences last week
- 200 parent contacts
- Tracking that information and how it relates to student success
- This is providing us with more data to track
- Developing baselines to show data
- Instructional coaches/staff worked with 180 data
- Took a day for each grade level and made recommendation with teachers for input to develop a class schedule that would be successful for the students
- The opportunity for Engagement Challenge has taken off in all three of our building, GLAD trainers helping with this
- Most of staff in MS participates

Board impressed by team effort even now in the presentation, the visits are great to see how the classroom works.

#### **CIPP Plans Approved by the board**

MOTION MADE by Claudia De Robles to approve all of the Middle School Plans as presented.  
 SECONDED: Robert Sealby  
 PASSED UNANIMOUSLY

### **V. HIGH SCHOOLS**

**7:20-8:00**

#### **High School Principals**

Kory Kalahar, WSHS  
 Eric Anderson, WHS  
 Ricardo Iniguez, WHS  
 Donna Moser, WHS  
 WVTSC, Pete Jelsing

#### WESTSIDE HIGH SCHOOL

- Working with indicators to make the difference
- Focusing on science and biology, graduation requirements (history discussed)
- “Collection of Evidence” – teachers big help to getting the student success
- Math - considerable work to do
- Students more successful with “Collection of Evidence”
- New curriculum in this with “Big Ideas Math”
- “Smarter Balance” scores not where they should be
- Online component is successful
- Focus working with teachers to help guide the student through these requirements
- Focusing on the benchmark assessments

- State assessment WSHS has done very well this year no different than the past, always good there
- Pass rate of 60% of “Smarter Balance” ELA
- Moved that to our juniors and seniors to help them have the same success
- Reading intervention program experiencing at least a year growth
- Final goal PBIS to increase our scores – doing very well in this growth

#### WENATCHEE HIGH SCHOOL:

To increase the credits students earn by 10% before the end of the 2016-2017 school year through a focus on attendance classroom engagement and positive relationships

- Leadership Team = Dept. Heads and LIT teams together as the Leadership Team
- Focusing on graduation and credits earned
- Closing the gap
- Goal to increase the student credit by 10 %
  - Attendance
  - Classroom engagement
  - Positive relationships
- Attendance:
  - Increased our counseling area, we now have two Deans addressing attendance
  - Deans next to counseling, support to that department – look at attendance differently
  - They have taken on evaluation about 10 each / Admin has 30 evaluations each
  - Student 92% attendance – but 20% on chronic absences
  - 268 students 12% not involved in school programs to make them absent – trying to be preventative
  - Tier I Intervention to encourage students to be there at school
  - Collaboration with WSHS and WWTSC and Skill Source helping
  - Tier 2 & 3 discipline discussed – Deans Den – a supportive environment a big success
    - Drug offenses
    - Safety issues
    - Bullies/ victims
    - Different approach to discipline
    - Doing restorative justice
    - Algebra class problem
    - Structure change around MOSAIC grant
    - SS Team looking at lead is happening - very rewarding
- Improve classroom engagement
  - Marcia Tate, two trainings helped a lot
  - 30 engaged / 14 somewhat – very successful in getting the rest of the staff on board
  - Learning Lab Model working with ESD – English Dept - ESD with Science also
  - Poverty – Jenson work, teachers continuing to engage with that model
- Building positive relationships
  - First year PBIS implementation Tier I
  - Data to update
  - Celebrate in 36 classrooms –
  - 20 partners to donate rewards program to have celebrations in the classroom
  - Strategy 2 - Pride o’grams, more hallway boards to celebrate other students publicly
  - 24 staff members recognized weekly and monthly – partnership
  - 59 staff recognized by students
  - Great 1<sup>st</sup> quarter start
  - Staff and Admin share their stories
  - Walk around the track together
  - Classified and Cert staff activities this year to unite the staff
  - ASB increased to 16 students to be more inclusive
  - More consistent to have ASB greeting students in the mornings, spot on everyday bus ramp also
  - Panther Pride program help to bring all this together

#### WWTSC:

- We are at 70% WSD this year
- Different for us – we are racking multi district
- Kudos to WSHS and WSH trying to place more students at the tech center, even down to the MS level
- Working with staff to be ready for the increase, great staff
- Conversations easy to collaborate
- Details:
  - PBIS – has been huge for us, staff has had no training for instruction,
  - We have had great support from WSD to help train our staff
  - Used WSD resources a lot
  - Nursing program on campus, trying to get that going, CTE, Advisory approved to start, new space, a little work to get it up and running, will be a state of the art facilities
  - Opened up to all district around

- Opens up space at WHS – to bring it to the WVTSC
- Engineering Program –\$250,000 to do
- Cosmetology is on campus now – something new to the center –
  - Biology
  - Equivalencies will be looked at now
- Pre/post last year frameworks okayed by the state –baseline data
- Accomplishments: This is what we need to do
  - 228/315 had job shadows
  - Internships: 40 last year
    - 15 auto tech
    - 7 offered job
- Goal: to keep track of those who end up in the industry
- State Plan - we are in the running, will hear sometime - nursing and engineering plans are included.

**CIPP Plans Approved by the board**

MOTION MADE by Walter Newman to approve all of the WSHS, WHS and WVTSC Plans as presented.

SECONDED: Laura R. Jaecks

PASSED UNANIMOUSLY

**MEETING ADJOURNED:** President Jennifer Talbot adjourned the meeting at 8:20 p.m.

\_\_\_\_\_  
President

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





# Wenatchee School District Regular Board Meeting

Minutes of November 08th, 2016  
WSD District Office

**Board Members Present**

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

**6:00 PM**

**Staff Present**

Brian Fones, Superintendent  
Cabinet

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

Jennifer Talbot, Board President, opened the regular board meeting at 6:00 pm by asking Boy Scout Troop 7 to lead the Pledge of Allegiance. Boy Scouts Leading: Gavin Johnson, Gabe Davies, Jake Kolk, Benjamin Fluegge, Elijah McGee and Brian McDorment. Scout Master: Ed Cannon. The Troop is earning a Merit Badge and part of that is attending a public meeting.

President Talbot, asked for a motion to approve the consent agenda.

**II. Consent Agenda**

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

**SECONDED:** By Robert Sealby

**DISCUSSION:** Noted the change of address on the Smith Excavation contract to 2106 Springwater, Wenatchee, WA

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?
11/02/16	New	SE, Inc. dba Smith Excavation	Demolish house at 26 Springwater Street	\$24,000 - TAX Budget Code 9705 64 7000 000	11/02/16 to December 2016	Gregg Herkenrath I have read this contract and recommend it for board approval. Date: 11/2/16	[Signature]	Yes	This is decided at the district office.

President Jennifer Talbot shared thoughts about her gratefulness for all the community businesses that our district does business with. She wanted them to know how much she appreciates the diverse partnerships that are in our community and the relationships they have with the district.

**PASSED UNANIMOUSLY**

**Consent Agenda included:**

**MINUTES:**

11/01/16 Wkshp Minutes & 10/25/16 Regular Board Meeting

**PERSONNEL REPORT PREPARED BY:** Lisa Turner, HR Director:

11/08/2016 personnel report: On File

**VOUCHERS PREPARED BY:**

Karen Walters, Director of Accounting: 11/08/16

General Fund

Check numbers 587241 through 587486 totaling \$440,689.83

Capital Projects Fund

Check number 587487 through 587497 totaling \$109,984.88

Associated Student Body Fund

Check number 587498 through 587531 totaling \$32,612.66

**PAYROLL:** Tammy Hubensack, Director of Payroll:

None

**SURPLUS REPORT:** Karen Walters, Director of Accounting: None

**CONTRACTS:** Karen Walters, Director of Accounting - 11/08/16

**1) Minutes**

**2) Personnel Report**

**3) Vouchers/Payroll**

**4) Surplus Report**

**5) Contracts**

Date	New or Renewal or Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
10/28/19	Renewal	No	Colonial Vista RiverWest Retirement Regency	Student Clinical Experiences	N/A Budget Code N/A	2016-2017 School Year	Dennis Conger	Yes	No
10/14/16	Renewal	No	Chelan County PUD	Fields for Softball Teams to practice & play games on	N/A Budget Code N/A	2/24/17 - 5/25/17	Jim Beeson	Yes	No
10/24/16	New	No	Wenatchee Valley Mall	WHS Mariachi Gift Wrapping at the Mall by donation	N/A Budget Code N/A	12/19/16 - 12/24/16	Ramon Rivera / Ricardo Iniguez	Yes	No
10/18/16	Renewal	No	S & S Health Care	Private duty nursing for student with complex medical needs	Variable Hourly Rate Budget Code 2100-26-7000-000	2016-2017 School Year	Trisha Craig	Yes	Yes
10/20/16	New	No	NCESD	Occupational Therapist	\$6,500 Budget Code 2100-26-7000-000	10/26/16 - 1/11/17	Trisha Craig	Yes	Yes
10/10/16	Renewal	No	University of WA Autism Center	Consultation / Training for WSD Special Ed Staff	\$10,000 Budget Code 2100-31-7000-000	10/7/16 - 6/30/17	Trisha Craig	Yes	Yes
10/24/16	New	No	Washington STEM	STEM field Experiences for 5th Graders at Lincoln	\$5,000.00 Grant Budget Code TBD	11/1/16 - 6/30/17	Bill Eagle	Yes	No
11/01/16	Renewal	No	Mercer Consumer	Blanket Student Liability Insurance	\$1,830 Budget Code 31-27-7095-402-6800	2016-2017 School Year	Dennis Conger	Yes	Yes
11/02/16	New	No	Smith Excavation	26 Springwater demolition	\$26,016 Budget Code 9705-64-7000-000	11/2/16 - 12/31/16	Gregg Herkenrath	Yes	Yes
11/02/16	New	No	A-Central	Abatement for 1493 Okanogan	\$26,666 Budget Code 9705-64-7000-000	11/2/16 - 12/31/16	Gregg Herkenrath	Yes	Yes

(Smith Excavation house contract address changed to 2106 Springwater, Wenatchee, WA)

**III. Citizens Comments**

**None**

**V. ASB Reports**

**WHS – ASB President, Rowan Parmenter reported the following:**

- A lot of fun things going on at WHS
- Sock drive, collected 1200 pairs of new or slightly used socks – Winner collected 400 pairs
- Winter Week planning going on and is coming up soon – Toga Café info
- “Stage Dance” planned on the stage, very large area, fun change of venue
- The Janice Frans talent show is currently being planned, invitation to the board to participate
- “Litter Box” basketball game is being planned also between Eastmont /WHS with a crazy double-cat trophy
- Veterans Assembly went well, veteran staff members shared personal experiences
- Choir putting on White Christmas, very excited about that
- Sports reports - going to district and state in swimming and cross-country track
- Band got highest award out of 26 state bands
- FBLA at Regionals now
- We are all getting ready for winter planning and activities & thank you for letting us report

**WSHS – None**

**VII. Wenatchee Learns Strategies**

**I. WENATCHEE LEARNS STRATEGIES:**

**Strategy One – Design the Personalized Learning of the Future: None**

**Strategy Two – Tapping the Power of Our Whole Community: None**

**Strategy Three – Use Best Tools & Resources to Advance Learning:**

*Objective 3.4: Facilities that Optimize Learning:*

- 1) Smith Excavation Change Order #2  
Gregg Herkenrath, Director of Facilities & David Zeitlin, Hill International presented the change order for approval.

Change Order #2 includes eight (8) changes. One (1) of the changes is due to construction related coordination activities and seven (7) are owner requested items. Seven (7) changes are additive and one (1) is deductive to the contract amount.

**SITUATION**

Change Order No. 2 is attached for your review. The change order includes eight (8) changes to the construction contract for the Portables Pads and Related Infrastructure Construction project. One (1) of the changes is due to construction-related coordination activities and seven (7) were owner requested items. Seven (7) changes are additive and one (1) change is a deductive cost change to the construction contract.

The cost of the changes from Change Order No. 2 is within the budget established for this project. The total for change orders to date is 9.09% of the construction contract amount.

<u>Original Construction Contract Amount</u>	\$995,000.00
<u>Current Change Order</u>	
Change Order No 2	\$19,531.02
<u>Total Change Orders</u>	
Change Order 1 and 2	\$90,487.46
<u>Contract Amount including this Change Order</u>	\$1,085,487.46

**RECOMMENDATION**

The Board of Directors approves Change Order No. 2 to Smith Excavation, Inc. for the Portables Pads and Related Infrastructure Construction Project in the amount of \$19,531.02 increasing the contract amount to \$1,085,487.46.

After some clarifying questions from the board, answered by Mr. Herkenrath, he asked for approval.

**MOTION MADE:** Laura Jaecks made the motion to approve Smith Excavation change order #2 as presented.

**DISCUSSION:** None

**SECONDED:** By Walter Newman

**PASSED Unanimously**

Mr. Zeitlin added that the Building Department has issued an official Permanent Statement of Occupancy for Lincoln Elementary. They discussed a date for the Open House, planned in April but may be moved up.

**2) Phase II Bond – Assessed Value Projected Tax Rates**

Les Vandervort, CFO, gave the following to the board.

Calculation Factors				
Rating:	Aa1 (State Guarantee); Aa3 (Underlying)			
Interest Rates:	Current Plus 1.00 Percent			
Assessed Value Increases at:		R&P	Timber	
	2016	7.26%	0.00%	
<b>Estimated (1)</b>	<b>2017</b>	<b>5.75%</b>	<b>0.00%</b>	
	2018	3.00%	0.00%	
	2019 - 2065	3.00%	0.00%	
Issue Structure:	Combined Level Tax Rate			
Bonds Issued:	Issue 1	Issue 2	Issue 3	Total
Issue Size:	6/1/2017	6/1/2018	6/1/2019	
	\$38,335,000	\$38,335,000	\$38,330,000	\$115,000,000

NOTES:	
(1)	2017 Assessed Value deducts \$57 million for loss of Alcoa.
(2)	Certified 2016 Bond levy amount.
(3)	Voter approved 2017 M&O Levy amount.
	2018 & on M&O Levy grows with Assessed Value.
(4)	Utilizes DS Fund reserves.

Levy Year	Bond Assessed Value	(in 1,000's)					M&O Levy	
		Debt Service				Total Bonds		
		Prior Debt	2017 Issue	2018 Issue	2019 Issue			
2016	\$3,891,512	\$5,454	\$0	\$0	\$0	\$5,454	\$11,861 (2)	
2017	4,115,375	5,512	0	0	0	5,512	12,163 (3)	
2018	4,238,756	5,622	4,801	0	0	10,422	12,528	
2019	4,365,840	5,734	1,442	3,540	0	10,716	12,904	
2020	4,496,736	5,849	1,442	1,465	2,268	11,024	13,291	
2021	4,631,558	5,965	1,442	1,980	1,963	11,350	13,690	
2022	4,770,426	6,084	1,442	2,141	2,026	11,693	14,100	
2023	4,913,459	6,206	1,442	2,310	2,086	12,044	14,523	
2024	5,060,784	6,329	1,442	2,484	2,148	12,402	14,959	
2025	5,212,528	6,456	1,442	2,665	2,212	12,775	15,408	
2026	5,368,825	6,584	2,382	1,917	2,278	13,161	15,870	
2027	5,529,810	6,720	2,514	1,972	2,350	13,555	16,346	
2028	5,695,625	6,854	2,654	2,034	2,417	13,959	16,836	
2029	5,866,414	6,988	2,806	2,097	2,490	14,380	17,342	
2030	6,042,328	7,128	2,965	2,155	2,563	14,810	17,862	
2031	6,223,518	7,272	3,118	2,225	2,640	15,254	18,398	
2032	6,410,144	7,414	3,292	2,285	2,721	15,711	18,950	
2033	6,602,369	7,563	3,471	2,360	2,801	16,184	19,518	
2034	6,800,361	0	11,356	2,424	2,889	16,670	20,104	
2035	7,004,293	0	10,415	3,779	2,976	17,170	20,707	
2036	7,214,342	0	0	14,620	3,065	17,685	21,328	
2037	7,430,693	0	0	7,815	10,401	18,216	21,968	
2038	7,653,535	0	0	0	10,107	10,107	22,627	
2039	7,883,061	0	0	0	0	0	23,306	
2040	8,119,474	0	0	0	0	0	24,005	
Total Debt Service:		\$62,117	\$62,267	\$62,398				
Total Interest:		\$23,782	\$23,932	\$24,068				
Net Interest Cost:		4.08%	4.09%	4.08%				
Wen_348_Bonds								

Projected Tax Rates							
Prior Debt	2017 Issue	2018 Issue	2019 Issue	Total Bonds	M&O Levy	Combined Tax Rates	
\$1.40	\$0.00	\$0.00	\$0.00	\$1.39	\$3.05	\$4.44	(4)
1.34	0.00	0.00	0.00	1.34	2.96	4.30	
1.33	1.13	0.00	0.00	2.45	2.96	5.41	(4)
1.31	0.33	0.81	0.00	2.45	2.96	5.41	
1.30	0.32	0.33	0.50	2.45	2.96	5.41	
1.29	0.31	0.43	0.42	2.45	2.96	5.41	
1.28	0.30	0.45	0.42	2.45	2.96	5.41	
1.26	0.29	0.47	0.42	2.45	2.96	5.41	
1.25	0.28	0.49	0.42	2.45	2.96	5.41	
1.24	0.28	0.51	0.42	2.45	2.96	5.41	
1.23	0.44	0.36	0.42	2.45	2.96	5.41	
1.22	0.45	0.36	0.42	2.45	2.96	5.41	
1.20	0.47	0.36	0.42	2.45	2.96	5.41	
1.19	0.48	0.36	0.42	2.45	2.96	5.41	
1.18	0.49	0.36	0.42	2.45	2.96	5.41	
1.17	0.50	0.36	0.42	2.45	2.96	5.41	
1.16	0.51	0.36	0.42	2.45	2.96	5.41	
0.80	0.87	0.36	0.42	2.45	2.96	5.41	
0.00	1.67	0.36	0.42	2.45	2.96	5.41	
0.00	1.49	0.54	0.42	2.45	2.96	5.41	
0.00	0.00	2.03	0.42	2.45	2.96	5.41	
0.00	0.00	1.05	1.40	2.45	2.96	5.41	
0.00	0.00	0.00	1.32	1.32	2.96	4.28	
0.00	0.00	0.00	0.00	0.00	2.96	2.96	
0.00	0.00	0.00	0.00	0.00	2.96	2.96	

Prepared 11/3/2016





Calculation Factors						
2016-2017 Collection:	99.50%	Dollars Levied	Assessed Value	Bond Levy Rate	Actual Debt Serv.	Over (Under)
2018 Collection:	99.50%	2016	\$5,418	\$3,891,512	\$1.39	\$5,454 (\$36)
2019-2021 Collection:	99.50%	2017	5,512	4,115,375	1.34	5,512 0
Spring Collection:	53.00%	2018	10,390	4,238,756	2.45	10,422 (33)
Interest earned at:	0.45%	2019	10,716	4,365,840	2.45	10,716 0
R&P Assessed Value increases per year:		2020	11,024	4,496,736	2.45	11,024 0
2016	7.26%	2021	11,350	4,631,558	2.45	11,350 0
2017	5.75%					
2018	3.00%					
2019 - 2065	3.00%					(\$68)
2016 Taxes Uncollected at Date of Beginning Balance	\$2,435	File:	Wen_348_Bonds			

Period Beginning	Beginning Balance	Additional Proceeds	Interfund Loan	Levy Collection	Interest Earnings	Prior Bonds	Projected Debt Service			Ending Balance	Period Ending
							2017 Bonds	Future Bonds			
1/1/2016	-	-	-	-	-	-	-	-	-	-	1/31/2016
2/1	-	-	-	-	-	-	-	-	-	-	2/29
3/1	-	-	-	-	-	-	-	-	-	-	3/31
4/1	-	-	-	-	-	-	-	-	-	-	4/30
5/1	-	-	-	-	-	-	-	-	-	-	5/31
6/1	-	-	-	-	-	-	0	0	-	-	6/30
7/1	-	-	-	-	-	-	-	-	-	-	7/31
8/1	-	-	-	-	-	-	-	-	2,488	-	8/31
9/1	2,488	-	-	-	1	-	-	-	2,489	-	9/30
10/1	2,489	-	-	482	1	-	-	-	2,972	-	10/31
11/1	2,972	-	-	1,686	1	-	-	-	4,659	-	11/30
12/1	4,659	-	-	241	2	(3,727)	0	0	1,174	-	12/31
1/1/2017	1,174	-	-	0	0	-	-	-	1,175	-	1/31/2017
2/1	1,175	-	-	-	0	-	-	-	1,175	-	2/28
3/1	1,175	-	-	-	0	-	-	-	1,176	-	3/31
4/1	1,176	-	-	581	0	-	-	-	1,758	-	4/30
5/1	1,758	-	-	2,035	1	-	-	-	3,793	-	5/31
6/1	3,793	-	-	291	1	(1,689)	0	0	2,396	-	6/30
7/1	2,396	-	-	-	1	-	-	-	2,397	-	7/31
8/1	2,397	-	-	-	1	-	-	-	2,398	-	8/31
9/1	2,398	-	-	-	1	-	-	-	2,399	-	9/30
10/1	2,399	-	-	516	1	-	-	-	2,916	-	10/31
11/1	2,916	-	-	1,804	1	-	-	-	4,721	-	11/30
12/1	4,721	-	-	258	2	(3,824)	0	0	1,157	-	12/31
1/1/2018	1,157	-	-	0	0	-	-	-	1,158	-	1/31/2018
2/1	1,158	-	-	-	0	-	-	-	1,158	-	2/28
3/1	1,158	-	-	-	0	-	-	-	1,158	-	3/31
4/1	1,158	-	-	1,096	0	-	-	-	2,255	-	4/30
5/1	2,255	-	-	3,835	1	-	-	-	6,091	-	5/31
6/1	6,091	-	-	548	2	(1,646)	(1,510)	0	3,485	-	6/30
7/1	3,485	-	-	-	1	-	-	-	3,486	-	7/31
8/1	3,486	-	-	-	1	-	-	-	3,487	-	8/31
9/1	3,487	-	-	-	1	-	-	-	3,489	-	9/30
10/1	3,489	-	-	972	1	-	-	-	4,462	-	10/31
11/1	4,462	-	-	3,401	2	-	-	-	7,864	-	11/30
12/1	7,864	-	-	486	3	(3,976)	(3,290)	0	1,087	-	12/31
1/1/2019	1,087	-	-	0	0	-	-	-	1,088	-	1/31/2019
2/1	1,088	-	-	-	0	-	-	-	1,088	-	2/28
3/1	1,088	-	-	-	0	-	-	-	1,088	-	3/31
4/1	1,088	-	-	1,130	0	-	-	-	2,219	-	4/30
5/1	2,219	-	-	3,956	1	-	-	-	6,176	-	5/31
6/1	6,176	-	-	565	2	(1,600)	(721)	(1,500)	2,922	-	6/30
7/1	2,922	-	-	-	1	-	-	-	2,924	-	7/31
8/1	2,924	-	-	-	1	-	-	-	2,925	-	8/31
9/1	2,925	-	-	-	1	-	-	-	2,926	-	9/30
10/1	2,926	-	-	1,002	1	-	-	-	3,929	-	10/31
11/1	3,929	-	-	3,508	1	-	-	-	7,439	-	11/30
12/1	7,439	-	-	501	3	(4,135)	(721)	(2,040)	1,047	-	12/31

Period Beginning	Beginning Balance	Additional Proceeds	Interfund Loan	Levy Collection	Interest Earnings	Prior Bonds	Projected Debt Service			Ending Balance	Period Ending
							2017 Bonds	Future Bonds			
1/1/2020	1,047	-	-	-	0	-	-	-	1,047	-	1/31/2020
2/1	1,047	-	-	-	0	-	-	-	1,048	-	2/29
3/1	1,048	-	-	-	0	-	-	-	1,048	-	3/31
4/1	1,048	-	-	1,163	0	-	-	-	2,211	-	4/30
5/1	2,211	-	-	4,069	1	-	-	-	6,281	-	5/31
6/1	6,281	-	-	581	2	(1,549)	(721)	(2,241)	2,354	-	6/30
7/1	2,354	-	-	-	1	-	-	-	2,354	-	7/31
8/1	2,354	-	-	-	1	-	-	-	2,355	-	8/31
9/1	2,355	-	-	-	1	-	-	-	2,356	-	9/30
10/1	2,356	-	-	1,031	1	-	-	-	3,388	-	10/31
11/1	3,388	-	-	3,609	1	-	-	-	6,998	-	11/30
12/1	6,998	-	-	516	3	(4,299)	(721)	(1,492)	1,004	-	12/31
1/1/2021	1,004	-	-	0	0	-	-	-	1,004	-	1/31/2021
2/1	1,004	-	-	-	0	-	-	-	1,005	-	2/28
3/1	1,005	-	-	-	0	-	-	-	1,005	-	3/31
4/1	1,005	-	-	1,197	0	-	-	-	2,203	-	4/30
5/1	2,203	-	-	4,190	1	-	-	-	6,393	-	5/31
6/1	6,393	-	-	599	2	(1,482)	(721)	(1,487)	3,304	-	6/30
7/1	3,304	-	-	-	1	-	-	-	3,305	-	7/31
8/1	3,305	-	-	-	1	-	-	-	3,307	-	8/31
9/1	3,307	-	-	-	1	-	-	-	3,308	-	9/30
10/1	3,308	-	-	1,062	1	-	-	-	4,371	-	10/31
11/1	4,371	-	-	3,716	2	-	-	-	8,088	-	11/30
12/1	8,088	-	-	531	3	(4,482)	(721)	(2,457)	962	-	12/31

Wenatchee School District No. 246							
TAX IMPACT ANALYSIS							
Bond Authorization Amount:		\$115,000,000					
Estimated 2018 Total Tax Rate Increase over 2016 Tax Rate (per \$1,000 assessed value): \$0.97							
Assessed Value of Property	Gross Property Tax Increase for Bonds	Monthly Gross Increase	Monthly Net Tax Increase from Bonds After Allowing for Income Tax Deduction				
			Federal Income Tax Bracket				
			25%	28%	33%	35%	39.6%
\$100,000	\$97.00	\$8.08	\$6.06	\$5.82	\$5.42	\$5.25	\$4.88
150,000	145.00	12.08	9.06	8.70	8.10	7.85	7.30
200,000	193.00	16.08	12.06	11.58	10.78	10.45	9.71
250,000	242.00	20.17	15.13	14.52	13.51	13.11	12.18
300,000	290.00	24.17	18.13	17.40	16.19	15.71	14.60
NOTE: Qualified homeowners may apply for a senior exemption. Please contact the Chelan County Assessor for details at (509) 667-6365.							



2) First Reading:

- 3410 Policy - Student Health

Policy	Title	Suggested Action	District Recommendation	Rationale
3410	Student Health	Essential	Approve	RCW adds Near Vision screening requirement.
				November 2016

Mark Helm, Executive Director Student Services, explained that we are looking for the equipment to conduct this vision screening. It is \$8000 per machine; we will need 4-5 machines to test 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> & 7<sup>th</sup>, 8<sup>th</sup> graders. It was suggested to check with CVCH since we are finalizing our contract with them, it must be conducted by a healthcare professional. After discussion of the details, Mr. Helm agreed to get back to the board on some of their questions. It was decided to put this policy on the consent agenda at the next meeting.

**VIII. Board Communication**

- Board Director Robert Sealby thanked Mr. Flonex for addressing the issues with the parents who were concerned about how the district is handling Dyslexic children. He thanked Mr. Flonex for prioritizing their concerns and meeting with them and the district staff.
- Board President Talbot reminded everyone of the school visit to Lewis and Clark on Tuesday, Nov. 15<sup>th</sup>.
- Ms. Talbot also reminded everyone about the Washington State School Directors Association Conference in Spokane Nov. 16-19. All board members and Supt. Flonex and Deputy Supt. Jon DeJong will be attending.
- Board Directors Laura Jaecks and Claudia De Robles will be leaving for the conference on Nov. 15<sup>th</sup>.
- Ms. Talbot shared about downloading the WSSDA application on your cell phone to manage your conference times and sessions.
- Ms. De Robles complimented Teri Fink, Communication Officer, on the very good job that she did on the Inside Wenatchee Schools edition. All board members agreed and thanked her for her excellent work always on those publications.

**IX. Superintendent’s Report**

- Supt. Flonex asked to get all the logistics of the WSSDA Conference confirmed, rides, dates when they will be leaving, etc., they discussed times and travel arrangements.

**X. Adjournment**

**MEETING ADJOURNED:** President Jennifer Talbot adjourned the meeting at 6:33 p.m.

\_\_\_\_\_  
President

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

**WENATCHEE SCHOOL DISTRICT NO. 246**  
**November 22, 2016**

**TO: BOARD OF EDUCATION**

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

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

**SUBJECT: PERSONNEL REPORT**

**APPOINTMENTS**

We ask the Board to appoint:

Classified:

- Esmeralda Guerrero-Vidal: ASP Staff/Tutor for 3 hrs/day at COL, effective October 24, 2016 through August 30, 2017;
- Manuel Rivas: ASP Activity Instructor for 2.5 hrs/day at Multiple Locations, effective October 5, 2016 through June 30, 2017;
- Susan Williams: Para for 1.25 hrs/day at NBY, effective November 14, 2016;

**CHANGE OF STATUS**

Classified:

- Denise Dale: Change as Para Ed for 6.5 hrs/day to add Library Sec for .92 hrs/day at MV, effective November 7, 2016;
- Mindy Diggs: Change as Sped Para Ed for 5.5 hrs/day to 6 hrs/day at PIO, effective November 3, 2016;
- Rachel DiLorenzo: Change as Para Ed for 6.25 hrs/day to 6 hrs/day at COL, effective October 24, 2016;
- Crystal Morrell: Change as Lead Server for 4 hrs/day at SS to Utility Custodian for 8 hrs/day at FMS, effective November 16, 2016;
- Daniel Santillan: Change as Sped Para Ed for 6 hrs/day to Sped Para Ed/Para Ed 6.25 hrs/day at COL, effective October 24, 2016;
- Kris Sisson: Change as Para Ed for 7.53 hrs/day to 7.08 hrs/day at NBY, effective November 7, 2016;
- Joanna Theiss: Change as Para Ed for 6.5 hrs/day to add Library Sec for 1.44 hrs/day at MV, effective November 7, 2016;

Certificated:

- Soyla Reyna-Smith: Change from 1.0 FTE 1st Grade Teacher to Kindergarten Teacher at NBY, effective September 1, 2015;
- Greg Simmons: Change from 1.0 FTE 6th Grade Science/PE Teacher to 6th Grade Science Teacher at PIO, effective August 30, 2016;

- Marie West: Change as 1.0 FTE Intervention Specialist to add ASP Activity Instructor at L&C, effective November 4, 2016 through June 9, 2017;

### **LEAVE OF ABSENCE**

The following employees have requested a Leave of Absence:

#### **Classified:**

- Danielle Bailey: Leave as MS Secretary for 7 hrs/day at OMS, effective November 2, 2016 through March 20, 2017;
- Linda Beaty: Extended Leave as Office Manager for 8 hrs/day at MV, effective November 2, 2016 through January 3, 2017;
- Rosemary Jones: Leave as Sped Para for 6 hrs/day at WHS, effective October 24, 2016 through Undetermined;
- Larry Pitcher: Leave as Trades 1 at M&O, effective October 25, 2016 through November 9, 2016;
- Mary Ellen Thomas: Leave as Sped Para for 6.25 hrs/day at PIO, effective November 3, 2016 through November 28, 2016;

#### **Certificated**

- Michelle Lindell: Leave as 1.0 FTE Sped/JDC Teacher at JDC/WSHS, effective October 17, 2016 through November 30, 2016;
- Julie Middleton-Duran: Leave as 1.0 FTE 8th Grade Core Teacher at OMS, effective November 1, 2016 through January 27, 2017;
- Danielle Ouellette: Leave as 1.0 FTE Sped Teacher at WHS, effective December 6, 2016 through January 24, 2017;
- Desilee Valeri: Leave as 0.5 FTE Instructional Coach as SS, effective January 26, 2017 through March 9, 2017;
- Michelle Vaughn: Leave as 1.0 FTE Strings Teacher at WA/SS/L&C/MV, effective October 17, 2016 through January 3, 2017;

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

#### **Classified:**

- Larry Pitcher: Return as Trades 1 at M&O, effective November 14, 2016;
- Vicki Reed: Partial Return as Director's Secretary for 3 hrs/day at Food Services, effective October 31, 2016 through December 7, 2016;
- Kassie Wright: Return as Director's Secretary for 4 hrs/day, effective November 1, 2016 through November 4, 2016 and return 8 hrs/day, effective November 7, 2016;

### **RESIGNATION**

#### **Classified:**



- Grace Chimal: Resign as Para Ed for 6.7 hrs/day at MV, effective December 14, 2016;
- Max Cristofori: Resign as Lifeguard Para for 4 hrs/day at WHS, effective November 7, 2016;
- Mishel Feerer: Resign as Para Ed for 6 hrs/day at LNC, effective November 16, 2016;
- Judy Jaso: Resign as Lead Server for 6 hrs/day at WA, effective June 10, 2017;

Certificated:

- Dave Riggs: Resign as .8 FTE Journalism Teacher at WSHS/WHS, effective January 30, 2017;

**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:

Mission View Elementary

Lauri Hallock Specialist Team Leader

Newbery Elementary

Lisa Roylance 4th Grade Math is Cool

Foothills Middle School

Arlando Lara .86 6th Grade Boys Basketball  
Rick Williams .8571 Assist. Boys Basketball

Orchard Middle School

Scott Moses Assist. Boys Basketball  
Dan Myers LIT Co-Facilitator

Pioneer Middle School

Paul Floyd .86 Assist. Boys "C" Basketball  
Shelby Torres 6th Grade Boys Basketball  
Tim Trainor Head Boys Basketball  
Brian Vickery Assist. Boys Basketball

Wenatchee High School

Josh Bollinger Assist. Boys Basketball  
James Elwyn Head Boys Swimming  
Sierra Franks Assist. Girls Basketball  
Michael Hartley Assist. Boys Swimming  
Courtney Hill Assist. Bowling  
Greg Jones Assist. Girls Basketball  
Robin Kansky Assist. Boys Basketball  
Eric Kuntz Assist. Boys Basketball

Jeff Leavitt  
Patrick Loftus  
Koni McLean  
Luis Perez  
Krissy Richerson  
Travis Williams

Head Bowling  
Head Girls Basketball  
Freshman Class Advisor  
Assist. Wrestling  
Strength and Conditioning  
Head Boys Basketball

District

Chris Cloke  
Heather Crail  
Dave Yancey

Knowledge Bowl  
Leadership  
Leadership



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 587532 through 587773 totaling \$498,485.56

Capital Projects Fund

Check number 587774 through 587778 totaling \$2,297,188.36

Associated Student Body Fund

Check number 587779 through 587838 totaling \$72,375.07

Transportation Vehicle Fund

Check number totaling \$

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

Certification:

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

---

Signature of Auditing Officer

Date

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

As of November 22, 2016, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$2,868,048.99. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 587532 through 587838, totaling \$2,868,048.99

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

Check Nbr	Vendor Name	Check Date	Check Amount
587532	A & A MOTORCOACH	11/23/2016	825.00
587533	ACADEMIC TOOL BOX	11/23/2016	386.97
587534	ACADEMIC ASSOCIATES LEARNING	11/23/2016	225.00
587535	AG SUPPLY COMPANY	11/23/2016	87.92
587536	ALAGA, LORI K	11/23/2016	85.00
587537	ALDEN & ASSOCIATES	11/23/2016	740.88
587538	ALL PRO GLASS	11/23/2016	162.60
587539	ALLEN, KAREN A	11/23/2016	1,186.27
587540	ALLEN, ROXCY	11/23/2016	270.48
587541	ALLEY CAFE	11/23/2016	2,000.00
587542	AMERICAN PRODUCE EXPRESS, LLC	11/23/2016	1,526.20
587543	ANDERSON, KATHRYN E	11/23/2016	30.00
587544	ANDERSON, KIM T	11/23/2016	90.65
587545	ANGUIANO, LEANDRO	11/23/2016	35.00
587546	APPLE COMPUTER INC	11/23/2016	4,252.75
587547	APPLE VALLEY PUMPING SER INC	11/23/2016	2,381.20
587548	APPLETON, THEA CHRISTINE	11/23/2016	41.90
587549	AUDIO EDITIONS BOOKS ON CASSET	11/23/2016	398.16
587550	AVANT ASSESSMENT, LLC	11/23/2016	175.00
587551	AW REHN & ASSOC INC	11/23/2016	364.25
587552	B & H PHOTO & VIDEO	11/23/2016	1,599.00
587553	BAKKE, DEANNA M	11/23/2016	46.46
587554	BALL, ALEXANDER PHILIP	11/23/2016	20.84
587555	BEESON, JAMES ARTHUR	11/23/2016	58.63
587556	BIRKS, RAY R	11/23/2016	55.51
587557	BLACK, MARIA LUISA	11/23/2016	116.08
587558	BLANKENSHIP, TRINA M	11/23/2016	6.48
587559	BLICK ART MATERIALS	11/23/2016	115.33
587560	BMI EDUCATIONAL SERVICES	11/23/2016	512.75
587561	BOUND TO STAY BOUND	11/23/2016	737.91
587562	BOWMAN, KURTIS IVAN	11/23/2016	8.64
587563	BRADFORD, WILLIAM H	11/23/2016	36.00
587564	BRYSON SALES & SERVICE	11/23/2016	1,248.71

Check Nbr	Vendor Name	Check Date	Check Amount
587565	CARLSON, DEBORAH LOUISE	11/23/2016	18.43
587566	CAROLINA BIOLOGICAL SUPPLY	11/23/2016	1,490.46
587567	CARVITTO, JUSTIN JOSEPH	11/23/2016	36.34
587568	CASCADE NATURAL GAS CORP	11/23/2016	43.10
587569	CASCADE QUALITY WATER CENTER	11/23/2016	355.65
587570	CASCADE CHRISTIAN ACADEMY	11/23/2016	1,506.46
587571	CASCADE DISTRIBUTING	11/23/2016	1,684.80
587572	CHELAN CO FOOTBALL OFFICIALS	11/23/2016	6,819.00
587573	CHELAN DOUGLAS CO	11/23/2016	2,584.11
587574	CHERRY CREEK RADIO	11/23/2016	2,000.00
587575	CHIEF SUPPLY CORP	11/23/2016	384.87
587576	CHINOOK MUSIC SERVICE INC	11/23/2016	167.58
587577	CINTAS CORPORATION	11/23/2016	653.33
587578	CLOUDVIEW ECO FARM	11/23/2016	192.20
587579	COLEMAN OIL	11/23/2016	7,459.05
587580	COLUMBIA PAINT CO	11/23/2016	136.58
587581	COMMERCIAL TIRE	11/23/2016	4,158.20
587582	CONE, PATRICIA SHEA	11/23/2016	300.00
587583	CONGDON MAILING SERVICE	11/23/2016	228.92
587584	CONNOR, MICHELLE C WAVRA	11/23/2016	39.92
587585	CONSOLIDATED ELECTRICAL DISTRI	11/23/2016	940.39
587586	COSTCO HOUSEHOLD BANK FSB DO	11/23/2016	2,752.24
587587	CROWN PAPER & JANITORIAL SUPPL	11/23/2016	158.05
587588	CROWN, KIMBERLY SUSAN	11/23/2016	14.69
587589	CTS CASH OFFICE	11/23/2016	4,528.51
587590	CUMMINS INC	11/23/2016	135.87
587591	DAHLIN, PATRICE V	11/23/2016	36.99
587592	DAY WIRELESS SYSTEMS	11/23/2016	519.36
587593	DAY-KOCH, TRACY M	11/23/2016	104.00
587594	DETWILER, TAMERA G	11/23/2016	12.17
587595	DEVEREAUX, PATRICIA L	11/23/2016	743.41
587596	DISCOUNT OFFICE ITEMS.COM	11/23/2016	128.48
587597	DISCOUNT TIRE	11/23/2016	3,913.41
587598	DON SANGSTER MOTORS INC	11/23/2016	195.59
587599	DONALDSON, STEPHEN M	11/23/2016	103.76
587600	DYNAMISM, INC	11/23/2016	4,690.00
587601	ERHO, OLGA N	11/23/2016	11.11
587602	ERICKSON, DEANNE M	11/23/2016	47.00
587603	ESCHWIG, LISA	11/23/2016	27.76
587604	FASTENAL COMPANY	11/23/2016	43.53
587605	FERRELL, AMELIA M	11/23/2016	122.26
587606	FILEWAVE (USA) INC	11/23/2016	858.53
587607	FIRST BOOK	11/23/2016	74.80
587608	FITZPATRICK, JAMIE L	11/23/2016	286.96
587609	FLONES, BRIAN L	11/23/2016	58.00
587610	FOLLETT SCHOOL SOLUTIONS, INC	11/23/2016	5,412.90
587611	FOOD SERVICE OF AMERICA	11/23/2016	58,486.93
587612	FRANZ FAMILY BAKERIES	11/23/2016	2,701.00
587613	FRANZA, MIKE RICHARD	11/23/2016	35.00
587614	FRED MEYER CUSTOMER CHARGES	11/23/2016	58.17

Check Nbr	Vendor Name	Check Date	Check Amount
587615	GARLINIS	11/23/2016	471.00
587616	GASBAR ORCHARD	11/23/2016	19.80
587617	GAYTLEY, ALICEN	11/23/2016	232.42
587618	GEBBERS CATTLE, LTD.	11/23/2016	488.60
587619	GILLIN CUSTOM WOODWORKING	11/23/2016	1,727.85
587620	GLAZE BAKERY LLC	11/23/2016	50.94
587621	GODINA, TERESA	11/23/2016	50.71
587622	GOOD CHEVROLET INC	11/23/2016	313.42
587623	GOOD SAMARITAN FIRST AID	11/23/2016	775.00
587624	GRADUATION ALLIANCE INC	11/23/2016	4,153.45
587625	GREEN EARTH SUPPLY	11/23/2016	458.85
587626	H D FOWLER	11/23/2016	854.76
587627	HALLBERG, DIANE L	11/23/2016	29.31
587628	HAYS, LARA GWEN	11/23/2016	157.09
587629	HEALTH CARE AUTHORITY	11/23/2016	5,008.31
587630	HEATH, MELINDA L	11/23/2016	57.08
587631	HELFRICH, JOHN	11/23/2016	47.30
587632	HENDERSON, MAIJA B	11/23/2016	46.65
587633	HERKENRATH, GREGG JOHN	11/23/2016	204.88
587634	HERRON, TINA M	11/23/2016	44.23
587635	HILL, JANET R	11/23/2016	161.64
587636	HOBBY LOBBY	11/23/2016	12.96
587637	HOME DEPOT	11/23/2016	462.00
587638	HOWARD, THERESE L	11/23/2016	22.00
587639	ICICLE RIVER COMPANY	11/23/2016	2,677.37
587640	INIGUEZ, RICARDO	11/23/2016	124.20
587641	INLAND PIPE AND SUPPLY	11/23/2016	530.50
587642	INTERMOUNTAIN AMERICORE	11/23/2016	7,600.00
587643	IWAASA, JADEN W	11/23/2016	56.97
587644	J & G DISTRIBUTING INC	11/23/2016	13,835.04
587645	JAEGER, JEFF	11/23/2016	3,728.44
587646	JERRYS AUTO SUPPLY	11/23/2016	1,431.49
587647	JIMMY JOHNS	11/23/2016	262.33
587648	JOHNSON, DONALD PALMER	11/23/2016	18.16
587649	JOHNSON, ELISA ANN	11/23/2016	72.59
587650	JOHNSTONE SUPPLY INC	11/23/2016	730.03
587651	JOSTENS	11/23/2016	3,531.96
587652	KAMIAKIN HIGH SCHOOL	11/23/2016	150.00
587653	KANSKY, ROBIN EDWARD	11/23/2016	35.00
587654	KEEFER, KATHI	11/23/2016	62.00
587655	KENNELLY KEYS MUSIC	11/23/2016	61.86
587656	KEYHOLE INC	11/23/2016	19.51
587657	KING COUNTY DIRECTORS ASSN	11/23/2016	10,252.22
587658	KNUDTSON, ANGELA M	11/23/2016	24.57
587659	LES SCHWAB EAST WENATCHEE	11/23/2016	833.57
587660	LIMON, DONNA MARIA	11/23/2016	62.00
587661	LITERACY RESOURCES INC	11/23/2016	468.94
587662	LOCAL TEL COMMUNICATIONS	11/23/2016	15,063.73
587663	LOFTUS, PATRICK JOSEPH	11/23/2016	75.00
587664	LONG, MICHAEL RAY	11/23/2016	183.00

Check Nbr	Vendor Name	Check Date	Check Amount
587665	LOPEZ, ALFONSO C	11/23/2016	474.37
587666	LOVE AND LOGIC	11/23/2016	150.00
587667	LOVERCAMP, MARGARET E	11/23/2016	58.00
587668	LOWES HOME IMPROVEMENT	11/23/2016	165.94
587669	MADLAND, MARY	11/23/2016	208.33
587670	MAGANA FARMS	11/23/2016	500.00
587671	MCPHETRIDGE, HOLLY L	11/23/2016	376.15
587672	MELOY, MARK	11/23/2016	37.75
587673	MERCER CONSUMER	11/23/2016	1,830.00
587674	MERRILL, DOUGLAS RAY	11/23/2016	13.36
587675	MICRO COMPUTER SYSTEMS	11/23/2016	152.56
587676	MILLIETTE, JUDY CUTLER	11/23/2016	25.00
587677	MONTGOMERY, CORI L	11/23/2016	48.00
587678	MOODY, KATHRYN A	11/23/2016	228.42
587679	MOSAIC COOPERATIVE LLC	11/23/2016	3,000.00
587680	MOSES LAKE DRILL BOOSTERS	11/23/2016	150.00
587681	MOTOR MART	11/23/2016	570.18
587682	MOUNTAIN HOME BIOLOGICAL	11/23/2016	288.11
587683	MUGG, JAMES ARNOLD	11/23/2016	22.27
587684	NAFZIGER & COMPANY	11/23/2016	1,909.46
587685	NANCYS PARTY RENTALS INC	11/23/2016	220.59
587686	NC MACHINERY	11/23/2016	1,919.08
587687	NEES, MELANIE J	11/23/2016	13.07
587688	NEHER, MALLORY JANE	11/23/2016	1,000.00
587689	NEOFUNDS BY NEOPOST	11/23/2016	2,000.00
587690	NKO VENTURES LLC	11/23/2016	108.39
587691	NOAH, RHONDA J	11/23/2016	88.92
587692	NORCO INC	11/23/2016	32.83
587693	NORTH CENTRAL ESD	11/23/2016	24,657.40
587694	NW TEXTBOOK DEPOSITORY	11/23/2016	4,628.51
587695	NW VITAL RECORDS CTR INC	11/23/2016	160.00
587696	OSPI CHILD NUTRITION SERV	11/23/2016	18,522.82
587697	OXARC	11/23/2016	150.43
587698	PACIFIC SECURITY	11/23/2016	796.25
587699	PACIFIC FLEET SALES	11/23/2016	19,360.10
587700	PASCO HIGH SCHOOL	11/23/2016	400.00
587701	PC & MACEXCHANGE	11/23/2016	103.00
587702	PERKINS, DAVID D	11/23/2016	14.09
587703	PFLUG-TILTON, CORINNE	11/23/2016	210.42
587704	PIO PETTY CASH	11/23/2016	6.47
587705	PLATT ELECTRICAL SUPPLY	11/23/2016	1,376.21
587706	PUD NO 1 OF CHELAN COUNTY	11/23/2016	34,887.48
587707	QUINCY SCHOOL DISTRICT	11/23/2016	150.00
587708	QUINN, GINA A	11/23/2016	21.49
587709	REALLY GOOD STUFF	11/23/2016	136.53
587710	RENT WENATCHEE	11/23/2016	585.36
587711	RICHERSON, KRISSY D	11/23/2016	15.35
587712	RICHMOND, ADAM E	11/23/2016	59.62
587713	RICOH USA, INC.	11/23/2016	4,533.28
587714	RIGGS JR, DAVID L	11/23/2016	43.47

Check Nbr	Vendor Name	Check Date	Check Amount
587715	RWC GROUP	11/23/2016	378.41
587716	S & S HEALTH CARE	11/23/2016	1,612.38
587717	SANDS, STEPHAN	11/23/2016	48.00
587718	SAUCEDA, JESSICA W	11/23/2016	7.78
587719	SAUCEDA, MIGUEL L	11/23/2016	32.83
587720	SBS FOODS, INC	11/23/2016	559.73
587721	SCHETKY NORTHWEST SALES	11/23/2016	129.90
587722	SCHNEIDER, ANNE B	11/23/2016	938.54
587723	SCHOLASTIC INC	11/23/2016	943.62
587724	EPS/SCHOOL SPECIALTY LITERACY	11/23/2016	109.87
587725	SHIPOWICK-SMITH COUNSELING	11/23/2016	208.33
587726	SHORT, CHERYL	11/23/2016	208.33
587727	SIX ROBBLEES INC	11/23/2016	256.54
587728	SKILLSOURCE	11/23/2016	44,337.77
587729	SKINNER, KRISTIN	11/23/2016	499.61
587730	SMITH, JODI	11/23/2016	149.00
587731	SOLARWINDS.NET INC	11/23/2016	19,295.20
587732	SOLUTION TREE LLC	11/23/2016	699.00
587733	STANS MERRY MART	11/23/2016	119.03
587734	STEFANIDES, KATIE M	11/23/2016	54.00
587735	STERICYCLE COMM SOLUTIONS	11/23/2016	85.88
587736	STERNS, BEA	11/23/2016	244.00
587737	STOLLER, HEIDI	11/23/2016	14.28
587738	STRICKLAND, ASHLE T	11/23/2016	22.00
587739	SUPPLYWORKS	11/23/2016	400.44
587740	SYLVIA'S SWIMWEAR INC	11/23/2016	972.93
587741	THOMPSON, TRACI L	11/23/2016	177.12
587742	THRIFTY SUPPLY CO	11/23/2016	38.87
587743	THYSSENKRUPP ELEVATOR INC	11/23/2016	733.87
587744	TOLEDO, NOEL A	11/23/2016	28.19
587745	TRANSFINDER	11/23/2016	235.50
587746	TROXELL COMMUNICATIONS	11/23/2016	4,838.72
587747	US BANK CORPORATE PAYMENT SYST	11/23/2016	54,222.49
587748	VALDEZ, CYNTHIA	11/23/2016	419.64
587749	VALDEZ, SUSAN L	11/23/2016	52.00
587750	VELAZQUEZ, CAITILIN N	11/23/2016	74.47
587751	VEX ROBOTICS, INC	11/23/2016	204.84
587752	WABE	11/23/2016	450.00
587753	WALCH EDUCATION	11/23/2016	982.80
587754	WALDREN, LAURA	11/23/2016	2,000.00
587755	WASTE MANAGEMENT	11/23/2016	1,698.38
587756	WEINSTEIN BEVERAGE CO	11/23/2016	1,265.32
587757	WEN PETROLEUM CO	11/23/2016	1,330.12
587758	WEN VALLEY SOCCER REFEREES	11/23/2016	3,494.34
587759	WEN VALLEY HOSPITAL	11/23/2016	413.63
587760	WEN WORLD	11/23/2016	3,758.05
587761	WEST COAST PAPER CO	11/23/2016	5,258.48
587762	WESTERN BUS SALES INC	11/23/2016	664.36
587763	WICKEL, LISA M	11/23/2016	10.37
587764	WIRTH, CALEB AUSTIN	11/23/2016	15.93



Check Nbr	Vendor Name	Check Date	Check Amount
587765	WOODRING, ANGIE	11/23/2016	8.99
587766	WOOLSEY, JON MARK	11/23/2016	64.75
587767	WORKLAND AUTO PARTS	11/23/2016	74.46
587768	WSD ADVANCE TRAVEL	11/23/2016	400.00
587769	WSIPC	11/23/2016	825.00
587770	WULF, ROSEMARY E	11/23/2016	331.24
587771	WVC	11/23/2016	350.00
587772	WVTSC	11/23/2016	150.00
587773	YAKSUM ORCHARD	11/23/2016	149.00
587774	FOSTER PEPPER PLLC	11/23/2016	2,923.00
587775	INSTA STOR INC	11/23/2016	233.06
587776	LYDIG CONSTRUCTION INC	11/23/2016	679,855.57
587777	US BANK CORPORATE PAYMENT SYST	11/23/2016	1,982.56
587778	WLK JOINT VENTURE	11/23/2016	1,612,194.17
587779	AALGAARD, JAMES D	11/23/2016	10.00
587780	ABELSEN, SALLY M	11/23/2016	15.00
587781	AREA 10 DECA	11/23/2016	1,715.00
587782	ATHLETIC EQUIPMENT SERVICE LLC	11/23/2016	593.85
587783	AWSP	11/23/2016	740.00
587784	BROWN, PATRICK	11/23/2016	10.00
587785	CABRERA, JOSE J	11/23/2016	25.00
587786	CAFFE D'ARTE	11/23/2016	11.75
587787	CARIBOU TRAIL LEAGUE	11/23/2016	2,118.00
587788	CHELAN DOUGLAS CO	11/23/2016	1,554.76
587789	CHINOOK MUSIC SERVICE INC	11/23/2016	53.72
587790	CHVILICEK, JEFFREY P	11/23/2016	25.00
587791	CLARE, KRISTY M	11/23/2016	62.07
587792	CLOUD 9 SPORTS LLC	11/23/2016	618.55
587793	CONSOLIDATED ELECTRICAL DISTRI	11/23/2016	11,002.60
587794	COSTCO HOUSEHOLD BANK FSB DO	11/23/2016	1,367.68
587795	CROWE, EARL J	11/23/2016	15.00
587796	DEMOULIN BROTHERS & COMPANY	11/23/2016	49.21
587797	DOAN, PHUONG	11/23/2016	15.00
587798	DON FOX DESIGNS LLC	11/23/2016	1,500.00
587799	EASTMONT LANES INC	11/23/2016	160.97
587800	ENCISO, LEONARDO	11/23/2016	15.00
587801	GLAZE BAKERY LLC	11/23/2016	22.35
587802	GO USA	11/23/2016	1,079.45
587803	GODINA, ADELAI DA	11/23/2016	15.00
587804	GROT HE, BRENT JOSEPH	11/23/2016	147.57
587805	HAGLUNDS TROPHIES	11/23/2016	112.30
587806	JOHNSON, BRODY	11/23/2016	15.00
587807	JOHNSON, TRISHA	11/23/2016	15.00
587808	JOSTENS	11/23/2016	18,724.20
587809	JW PEPPER & SON INC	11/23/2016	287.50
587810	KIMMEL ATHLETIC SUPPLY	11/23/2016	9,209.85
587811	KIWANIS INTERNATIONAL FOUNDATI	11/23/2016	575.00
587812	LITTLE CAESARS PIZZA	11/23/2016	54.20
587813	MILANUK, KATHLEEN A	11/23/2016	29.25
587814	NATL DECA	11/23/2016	1,960.00

Check Nbr	Vendor Name	Check Date	Check Amount
587815	NC REGION FBLA	11/23/2016	75.00
587816	NCWMEA	11/23/2016	605.00
587817	NSPA MEMBERSHIP	11/23/2016	420.00
587818	PARADA, JOSE	11/23/2016	40.00
587819	PINS AND NEEDLES	11/23/2016	119.24
587820	POPE, KELLY	11/23/2016	20.00
587821	PRIETO, THOMAS	11/23/2016	15.00
587822	R & S VENDING	11/23/2016	759.00
587823	REDMON, THOMAS N	11/23/2016	20.00
587824	SAPOZHNIKOV, ALEKSEY	11/23/2016	20.00
587825	SCHERTING, TONY	11/23/2016	15.00
587826	SOUTHEASTERN PERFORMANCE APP	11/23/2016	530.72
587827	STANS MERRY MART	11/23/2016	54.77
587828	STURM, JERRY	11/23/2016	10.00
587829	TAYLOR, SPENCER JOSEPH	11/23/2016	10.00
587830	THOMPSON, CANDICE ELAINE	11/23/2016	25.00
587831	UNITED VOLLEYBALL SUPPLY LLC	11/23/2016	504.83
587832	US BANK CORPORATE PAYMENT SYST	11/23/2016	6,037.19
587833	VYSOTSKA, MARIYA SERHIYIVNA	11/23/2016	15.00
587834	WAHSET DISTRICT 1	11/23/2016	845.00
587835	WHITE, GREG	11/23/2016	15.00
587836	WHS	11/23/2016	25.00
587837	WHS ASB IMPREST	11/23/2016	75.00
587838	WSD	11/23/2016	8,194.49

307 Computer Check(s) For a Total of 2,868,048.99

	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
	307	Computer	Checks For a Total of	2,868,048.99
Total For	307	Manual, Wire Tran, ACH & Computer	Checks	2,868,048.99
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	2,868,048.99

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-1,565.20	0.00	500,050.76	498,485.56
20	Capital Projects	-56.10	0.00	2,297,244.46	2,297,188.36
40	Associated Stude	-186.99	0.00	72,562.06	72,375.07



DATE: November 16, 2016  
TO: Board of Directors  
FROM: Lindee Akers  
RE: Hand Carry Payroll Report

# MEMORANDUM

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

Thank you, Lindee

## November 22, 2016 Board Meeting

### Submission Summary Form for District Contracts

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


Date	New or Renewal or Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract has read and has recommended this contract for Board approval	Reviewed by Les?	PO Required?
11/07/16	New	No	The Don't Wait Project	How to Unmake a Bully Campaign	\$4,000	10/24/16 - 10/28/16	Ron Brown	Yes	Yes
					<b>Budget Code</b>				
					0116-21-7000-000				
11/07/16	New	No	Numerica Performing Arts Center	Venue Agreement PAC Theatre for WSD Unmake a Bully Event	N/A	12/13/16	Ron Brown	Yes	No
					<b>Budget Code</b>				
					N/A				
11/07/16	New	No	Thyssenkrup	Elevator Service - WA Elementary	\$1,572	9/19/17 - 9/19/22	Greg Thompson	Yes	Yes
					<b>Budget Code</b>				
					9700-64-7000-000				
11/09/16	New	No	Wenatchee Reclamation District	Transfer 1.5 irrigatin Shares for the Skills Center Property	\$1	Upon Approval	Denise Watson	Yes	No
					<b>Budget Code</b>				
					TBD				
11/02/16	Renewal	No	InTouch Receipting	Software license and support agreement for WHS	0116-21-7000-000	11/1/16 - 10/31/17	Tami Walters	Yes	No
					<b>Budget Code</b>				
					402-1100				
					\$1,830				
					<b>Budget Code</b>				
					<b>Budget Code</b>				
					<b>Budget Code</b>				

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

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
11/07/2016	New	The Don't Wait Project	The Don't Wait Project is responsible for providing at least one visiting artist on all five days of the How to Unmake a Bully Campaign. WSD agrees to pay \$3,500 for services rendered and to split agreed upon expenses for airline travel and rental car for visiting artist.	\$4,000.00	10/24/2016 - 10/28/2016	<i>Ron Brown</i>	 Yes	Yes	
				<b>Budget Code</b>		I have read this contract and recommend it for board approval.			
				0116 21 7000 000 0000		Initial <u>RB</u> Date <u>10-25</u>			

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

Agency Name The Don't Wait Project  
 Attention: Lisa Bradshaw  
 Street address or PO Box 630 Valley Mall Parkway  
 City, State, Zip Code East Wenatchee, WA 98802  
 Email Address dontwaitproject@gmail.com  
 Phone Number (509) 881-9362

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

The Don't Wait Project is responsible for providing at least one visiting artist on all five days of the How to Unmake a Bully Campaign. The artists will construct a script with each class and provide scheduling and role assignments for each class and student. Artists will provide filmmaking gear. Production days will end with all necessary footage recorded for completion of (1) PSA for each class. The DWP will provide Internet streaming links to completed PSAs within 30 days of end of residency, and later links to the behind the scenes videos for each class within 45 days.

WSD agrees to pay \$3,500 per school/residency for services rendered within 30 days following completion of the program for which the Client will receive an invoice. WSD agrees to split agreed upon expenses for airline travel and rental car for Mike Feurstein between Wenatchee, Quincy, Cashmere and Entiat School Districts.

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

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

Signature

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



The DON'T WAIT Project®  
630 Valley Mall Parkway #213  
East Wenatchee, WA 98802  
509-881-9362  
[info@dontwaitproject.org](mailto:info@dontwaitproject.org)



**RESIDENCY CONTRACT  
DON'T WAIT PROJECT® TO UNMAKE A BULLY PROGRAM**

This contract is entered into by Mike Feurstein for The DON'T WAIT Project®, herein referred to as the "DWP" and the following school district:

Wenatchee School District  
235 Sunset Avenue  
Wenatchee, WA 98801

The date and location of the engagement is to be:  
Wenatchee School District October 24-28, 2016

Herein after referred to as "the client" for the purpose of the client hiring the DWP to provide the How to UnMake a Bully program to the following provisions:

**PAYMENT FOR SERVICES:**

The client agrees to pay \$3,500 per school/residency for services rendered within 30 days following completion of the program for which the Client will receive an invoice.

The client agrees to split agreed upon expenses for airline travel and rental car for Mike Feurstein between Wenatchee, Cashmere and Entiat School Districts. Accommodations have been donated by local resident.

**SERVICES:**

The DWP is responsible for providing at least one visiting artist on all five days of the residency. The DWP and Artist will conduct discussions with students and teachers about bullying and media production. The Artist will construct a script with each class and provide scheduling and role assignments for each class and student. On Production days, Artist will provide filmmaking gear such as but not limited to cameras and lighting. Production days will end with all necessary footage recorded for completion of (1) PSA for each class. The DWP will provide Internet streaming links to completed PSAs within 30 days of end of residency, and later links to the behind the scenes videos for each class within 45 days.

The DWP shares the rights of said works with the Client for website, social media and in district promotion of anti bullying program and awareness. Any promotion or use of the works by the Client outside of these guidelines must be approved by the DWP.

**PAYMENTS and RENEWALS:**

Should the client cancel the contracted program dates without rescheduling for dates to commence within 60 days of the originally contracted dates, a cancellation fee of 50% of the program fee will be charged and payable within 30 days of invoicing.

\_\_\_\_\_  
Signature/Mike Feurstein

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature/WSD

\_\_\_\_\_  
Date



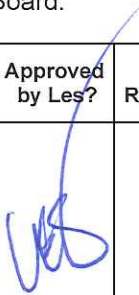
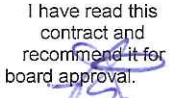
## Contract Coversheet (Non-Federal)

### Request Board Approval

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

All contracts require school board approval.

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
11/07/2016	New	Numerica Performing Arts Center at the Stanley Civic Center	Venue Use Agreement for the purpose of occupying and using the PAC Theatre for WSD's Un-Make a Bully Event, December 13, 2016.	\$0.00	12/13/2016 - 12/13/2016	<i>Ron Brown</i>	 No	No	
				<b>Budget Code</b>		I have read this contract and recommend it for board approval. 			
				n/a		Initial: _____ Date: <u>11-4-16</u>			

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

Agency Name: Numerica Performing Arts Center  
 Attention: Business Office  
 Street address or PO Box: 123 North Wenatchee Avenue  
 City, State, Zip Code: Wenatchee, WA 98801  
 Email Address: www.numericapac.org  
 Phone Number: (509) 665-9096

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

This Venue Use Agreement is for the occupation and use of the Numerica Performing Arts Center Theatre solely for the Wenatchee School District's Un-Make a Bully Event, December 13, 2016.

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

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

Signature

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



Numerica Performing Arts Center at the Stanley Civic Center  
123 North Wenatchee Avenue  
Wenatchee, WA 98801  
Box Office: 509-663-ARTS (2787)  
Business Office: 509-665-9096  
www.numericapac.org

---

## VENUE USE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between The Supporters of the Center, Inc., a Washington non-profit corporation, d/b/a Numerica Performing Arts Center (hereinafter referred to as “PAC”), and Wenatchee High School (hereinafter referred to as “Licensee”), both of whom may hereinafter collectively be referred to as the “Parties.”

### RECITALS

WHEREAS, PAC owns and manages the performing arts facility known as the Numerica Performing Arts Center located at 123 N. Wenatchee Avenue, Wenatchee, Washington (hereinafter referred to as the “Theatre”);

WHEREAS, Licensee desires to license use of the Theatre to present (hereinafter referred to as the “Event”); Unmake a Bully 2016

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by this reference.
2. **Grant of License.** The PAC grants to Licensee a license to occupy and use the Theatre, subject to all the terms and conditions of this Agreement.
3. **Limitation to Described Purpose.** The Theatre may be occupied and used by Licensee solely for the Event and for incidental purposes related to such during the period beginning **December 13, 2016** and ending **December 13, 2016**. The Licensee shall be permitted to use and occupy the Theatre in accordance with the schedule outlined on the Estimate (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference). Changes to the schedule, if any, must be submitted to the PAC at least seven (7) days prior to the Event for approval. The Facilities Manager / Technical Director may, in his sole discretion, waive this requirement and grant approval to schedule changes upon shorter notice. The periods granted for occupancy or use of the Theatre or for installation or removal of equipment shall not be extended without the express permission of PAC.
  - a. **Technical Information.** Upon the request of the Facilities Manager / Technical Director and no later than thirty (30) days prior to the Event, Licensee shall provide a full and detailed outline of all facilities required, all stage requirements, and such other information requested by the Facilities Manager / Technical Director concerning Licensee’s use of the Theatre.
4. **Marketing and Contact Information.** The PAC shall utilize the contact and marketing information provided by the Licensee as set forth on the Marketing and Contact Information Form (a copy of which is attached hereto as Exhibit B and incorporated herein by this reference). Any modification of this information must be supplied to the PAC in writing as set forth in this Agreement.



5. **Production Meeting.** Licensee agrees to attend a production meeting no less than two (2) weeks prior to the Licensee's use of the Theatre, which may occur via telephone upon mutual agreement of the parties. This production meeting shall be attended by a representative of PAC knowledgeable in the technical elements of the Theatre. There shall be no charge for the first hour of this production meeting. Any time in excess of one hour, and any subsequent production meetings requested by the Licensee, shall be billed at a rate Facilities Supervisor rate as outlined in the Estimate.
  
6. **Fee Schedule.** The fee for the Event shall be billed as detailed in the Estimate. Terms of payment will be net thirty (30) days. Past-due accounts will be subject to 1.5% finance charges per month, 18% per annum. Event tickets printed by the PAC and consigned for sale at other outlets shall incur the box office and per ticket printing fees as defined in the Estimate. There is no additional charge for the use of the house light plot or house line schedule and rigging. Changes to the light plot, line schedule, and/or rigging can only be made with PAC permission, and labor charges will apply for the hanging, focusing, changes to the house line schedule or rigging, and for restoration of the house light plot, house line schedule and rigging resulting from Licensee's Event.
  - a. **Hourly Rates.** Standard hourly use and labor rates, as set for in the Estimate, apply to the Event when conducted between the hours of 7 AM and 12 midnight. If Licensee requires labor outside this time frame, or in excess of twelve (12) hours during any one (1) day period, such excess labor shall be billed at the overtime rate as set forth in the Estimate. If Licensee utilizes the Theatre in outside this time period, a prorated hourly use fee shall apply as set forth in the Estimate. All additional time and services shall be paid by the Licensee according to charges determined by the PAC.
  
7. **Staffing Personnel and Equipment.** PAC and Licensee agree that all personnel, up to and including Facilities Supervisor and ushers as necessary to operate the Theatre for the event shall be provided by PAC. Additional personnel may be required at the discretion of the Facilities Supervisor or his assigned representative. The parties agree unanticipated Event staffing requirements and/or requests may dictate an increase in staff. Licensee may provide its own volunteers or paid staff but must secure prior written permission from the PAC Facilities Manager / Technical Director to do so. This does not supersede minimum staffing requirements as outlined above. Such personnel must be competent to perform assigned tasks and shall be under the general jurisdiction of, and be subject to, the control of the PAC Facilities Supervisor or his assigned representative. Any volunteers or paid staff of the Licensee operating PAC owned equipment must be approved for competency by the PAC Facilities Supervisor or his assigned representative. Venue usage typically requires a minimum of two PAC technical staff members at the discretion of the Technical Director. This includes ushers for performances and theatre maintenance. Venue cleaning, up to three hours per day, is included in daily rental rates, excluding the City of Wenatchee rates. Labor charges for additional required staffing are included in the Estimate. PAC staff shall supervise the operation of PAC equipment. A minimum of one PAC provided stagehand is required for use of the fly gallery.
  - a. **Custodial Work.** Unless otherwise stated in the Estimate, PAC shall ensure that the dressing rooms, auditorium, lobbies, green room and all public areas shall be cleaned prior to the Event. If two Events are held on the same day by the same Licensee, minimal clean up will be performed between Events. Additional cleaning by PAC staff or contracted custodial services above and beyond normal cleaning conditions (i.e. spills, stains, ground in food, glitter, confetti, etc.) or additional custodial work required by the Licensee shall be billed to the Licensee at the custodial labor rate as set forth in the Estimate or billed by any contracted custodial services.
  - b. **Equipment.** PAC shall provide equipment in good working condition when Licensee's occupancy of the Theatre begins. PAC shall in good faith and in a timely manner repair or replace any



equipment provided by PAC that may malfunction or function improperly during the Licensee's occupancy of the Theatre. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, PAC DOES NOT EXPRESSLY NOR IMPLIEDLY WARRANT THE CONDITION OF ANY EQUIPMENT AND/OR ITS INTENDED USE WITHIN THE PREMISES, NOR ARE THERE ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARISING UNDER THIS AGREEMENT.

8. **Special Use Equipment.** Licensees' use of the Theatre does not include certain equipment owned by the PAC, including but not limited to: a Nine (9) foot Steinway Concert Grand Model D ("Piano"), an LCD projector, and a phone line ("Equipment"). The use of any Equipment not specifically included in this Agreement shall be set forth in the Estimate with associated fees. Licensee shall be responsible for any damage occurring to the Equipment during the above described times. Any charges incurred through use of the Equipment shall be the responsibility of the Licensee. Any additional maintenance to the Equipment Licensee requires, such as tuning to the Piano, shall be the responsibility of the Licensee. The Piano shall only be moved by facility personnel for rehearsal or performance and shall not to be used as a practice instrument. Any Equipment requested by the Licensee not specifically addressed in the Estimate shall be charged at the then going rate as determined by the PAC.
9. **Electronic Sign.** Licensee shall submit the Renter's Electronic Sign Form (a copy of which is hereby attached as Exhibit D and incorporated herein by this reference) no later than fourteen (14) days prior to the Event to utilize the PAC's electronic sign.
10. **Authorized Personnel Onstage.** Onstage Spaces are defined as the stage, orchestra pit, apron, apron stairs, wings, fly gallery, loading bridge, grid, and catwalks. Licensee agrees to grant access to Onstage Spaces only to performers, non-PAC technicians, and other personnel essential to the execution of the event for the time(s) their presence is required. Licensee agrees to ensure that performers, non-PAC technicians, and other essential personnel are familiar with conditions commonly associated with working in theatre spaces including but not limited to cables on the floor (taped or loose), items hanging overhead, dark areas with limited visibility, oddly shaped stairs or platforms, sudden drop-offs at stage edge or into orchestra pit, the presence of high voltage, and extreme height. Licensee agrees that the Technical Director / Facilities Manager or other PAC Employee serving as the Event Supervisor shall have final authority over who is allowed access to specific Onstage Spaces. Licensee agrees to make performers, non-PAC technicians and other essential event personnel aware of these access restrictions that may affect their colleagues, friends and family and communicate that they are in place in an effort to protect the property, safety and well-being of all patrons and facility users.
11. **Box Office.** If a Licensee Event requires tickets, Licensee shall complete and submit the Box Office Form a minimum of thirty (30) days prior to the Event (a copy of which is attached hereto as Exhibit C and incorporated herein by this reference). Licensee shall use tickets furnished by PAC. The PAC shall have sole and exclusive right to sell tickets, control, and supervise the box office and its personnel pursuant to its normal operating procedures, and all Receipts shall be under control, disposition and supervision of PAC. All tickets or other documents evidencing or affecting the right of admission to the premises shall be ordered by PAC, and Licensee warrants that it will not order, distribute, or issue same without PAC's express prior written consent. Licensee agrees to provide PAC with ten (10) tickets for the sole use and disposition of the PAC, which tickets may be used by the PAC or distributed on a complimentary basis by the PAC at its discretion, but which tickets may not be resold unless all proceeds are included in Receipts as defined below. No marketing or sales shall be conducted until such time as the Box Office Form has been completed and approved by the PAC. PAC reserves the right to retain a copy of all box office records for its own marketing purposes. Any mailing lists released to Licensee shall be for the sole purpose of promoting the Event, and said list shall not be sold or otherwise distributed. Any patron requesting to be removed from the mailing



list shall be removed immediately therefrom. The Box Office shall be open during regularly scheduled Season Box Office hours, not including Federal holidays, and one hour prior to event start time. Additional Box Office hours may be available for an additional fee as set forth in the Estimate. Online ticket sales will conclude not more than three (3) hours prior to event start time, unless otherwise noted.

12. **Receipts.** Receipts shall, as used herein, mean all monies received in respect of the engagement from the sale of tickets less admissions and other taxes, if any, and less broker's fees, commissions, and discounts, if any, payable in respect of such monies. Application of the Receipts in accordance with this Agreement shall not be made until after the conclusion of each performance. The Receipts of each engagement shall be ascertained by a statement of the sale at the Theatre box office, to be prepared by PAC. The PAC is authorized in its sole discretion to accept, in payment for tickets, personal checks, money orders, credit cards or other conventional orders for the payment of funds. All losses in the event of nonpayment or otherwise in connection with any such personal checks, money, orders, credit cards or orders for the payment of funds, shall be deemed to reduce the Receipts. PAC shall have the right to commingle Receipts with PAC's other ticketing funds until such time as settlement is made in accordance herewith. PAC shall have the right to deposit Receipts with a bank or invest same and any increments, interests, or profits earned thereon shall be and remain the sole property of PAC and Licensee shall not be entitled to participate therein.
13. **Settlement.** Unless otherwise provided for in the Estimate, final settlement shall be completed within a reasonable time and final payment shall be made to Licensee in lawful money of the United States issued on a PAC company check after Licensee vacates the Theatre and the Theatre has been restored to its normal operating status. Additional charges may apply to any special payment arrangement as set forth in the Estimate.
14. **Cancellation.** Licensee shall be liable for full use fees as set forth in the Estimate for the cancellation of the Event less than thirty (30) days prior to scheduled date(s). If cancellation occurs less than sixty (60) days but more than thirty (30) days prior to the Event, Licensee shall be liable for half (1/2) the use fee, but in the event Licensee reschedules the Event within this time, the Deposit shall be credited to the reschedule Event. If cancellation occurs less than six (6) months and more than fifty nine days prior to the Event, the Deposit shall be forfeit, but in the event Licensee reschedules within this time up to one half of the Deposit shall be credited to the reschedule Event. If cancellation occurs more than six (6) months prior to the Event, one-half (1/2) of the Deposit shall be forfeit, but if Licensee reschedules within this time the Deposit shall be credited to the reschedule Event.
15. **Deposit and Liquidated Damages.** Licensee has deposited with PAC, upon execution of this Agreement, the sum of 25% of the Estimate, in cash, certified check, company check or bank cashier's check, as a deposit to cover rental, incidental expenses, and liquidated damages as set forth hereinafter ("Deposit"). If Licensee fails to hold the Event(s) specified herein at the agreed time(s), Licensee shall forfeit to PAC the deposit made herein as liquidated damages. Licensee agrees that late any damages which PAC might incur as a result of Licensee's failure to hold the Event(s) are extremely difficult and economically impractical to ascertain or predict. Therefore, the amount agreed upon as liquidated damages is considered by both parties to be a reasonable estimate of damages and costs which would reasonably be caused by Licensee's default hereunder.
16. **Concessions and Catering.** PAC reserves the right to promote and sell PAC merchandise at the Event. The PAC reserves the right to sell concessions before performances and during intermissions. Licensee has the choice of allowing or prohibiting alcohol sales. Bake sales, ticketed receptions, or other food/beverage sales by the facility user may be held after performances only. A "Concession Buyout" is available for \$2.00 per ticket sold if the Venue user chooses not to have the PAC conduct concession sales of any kind. In no case shall the Licensee or its agents or guests bring into the Theatre any food, whether prepared or unprepared,



or beverages of any kind, without the consent of the PAC. Any approved outside caterers must produce a valid catering permit from the Chelan County Health Department and a valid, current business license. Any employees or volunteers of outside caterers serving food or beverages at the Theatre must produce, and have in their possession while working, a valid and current State of Washington Food and Beverage Service Workers Permit. Unless otherwise set forth in the Estimate, a 15% concessionaire's fee will be assessed on all merchandise sales at the Event.

- a. **Alcoholic Beverages.** Licensee shall not allow its staff, volunteers, sub-contractors, agents or guests to bring alcoholic beverages into or on the surrounding grounds of the Theatre without the expressed written permission of the PAC. Any employees or volunteers of outside caterers serving alcoholic beverages must produce, and have in their possession while working, a valid Class 13 Alcoholic Beverage Server's Permit. Any employees or volunteers of outside caterers serving as bartenders pouring alcoholic beverages must produce, and have in their possession while working, a valid Class 12 Alcoholic Beverage Server's Permit.

17. **Marketing and Advertising.** PAC requires that Licensee refer to the Theatre in all promotional materials as: "Performing Arts Center of Wenatchee" and include in all promotional materials the following: "www.pacwen.org" and "509-663-ARTS". The PAC, in its discretion, will provide Licensee the PAC's logo for use in Licensee's promotional materials. The physical address is 123 N. Wenatchee Avenue, Wenatchee, WA 98801. The PAC reserves the right to review and approve all event promotional items prior to print. Promotional materials would include, but not be limited to: Newspaper advertising and promotional articles, posters, tickets, programs, flyers, mailers, radio advertising, billboards, internet and electronic media. The Licensee agrees to allow the PAC to post up to 5 snapshot photographs from the event on the PAC's social media websites such as Facebook, Myspace, Twitter, etc...

18. **Personal Property.** PAC assumes no responsibility for any property placed in or on the grounds of the Theatre. All security or other protective service desired by the Licensee must be arranged for by special agreement with PAC. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Theatre, either prior to, during, or subsequent to the use of the Theater by the Licensee, PAC and its officers, agents and employees shall act solely for the accommodation of the Licensee and neither PAC nor its officers, agents, or employees shall be liable for any loss, damage or injury to such property except that relating to the negligence or intentional conduct of PAC and its officers, agents, and employees.

19. **Collection and Custody of Articles.** PAC shall have the sole right to collect and have custody of all articles left in or on the grounds of the Theatre by persons attending or participating in any Event held in the Theatre. PAC shall have the right to remove any property left in or on the grounds of the Theatre by the Licensee after the terms of this Agreement and to store said property wherever appropriate at the cost, expense, and risk and in the name of the Licensee, or instead of such removal, PAC may store said property in the Theatre at a cost of \$100.00 per day. PAC shall not be liable for any damage to said property of the Licensee occurring in the course of such removal or storage or both.

20. **Indemnification.** Licensee and PAC agree to maintain the Theatre premises so as not to endanger any person lawfully thereon; and to defend, indemnify and hold harmless the other, and the City of Wenatchee, Washington, its elected or appointed officials or employees from and against all loss or expense arising from such activities, including but not limited to claims, judgments, settlements, attorneys' fees and cost by reason of liability for damages because of personal or bodily injury, including death, or damage to persons or property, including loss of use, and including claims of employees of the other. Upon execution of this Agreement, Licensee shall be required to furnish satisfactory evidence of liability insurance with coverage



applicable upon the grounds of the Theatre. At least five (5) days prior to Licensee's use of the Theatre, a copy of the endorsement adding PAC and the City of Wenatchee, Washington as an additional insured will be required. Licensee hereby waives any and all claims of whatever nature for any or all loss or damage sustained by any reason of defect, deficiency, failure, or impairment of the Theatre, or any services to or in the Theatre, including but not limited to the water system, heating system, wires leading to or inside the Theatre, gas, electric or telephone systems, or from any source whatsoever. Where policies of insurance covering the damage to the Theatre or its contents by this Agreement permit waiver of rights of recovery, each party hereto agrees to waive such right of recovery from each other.

- a. **Insurance Coverage.** Licensee shall be required to maintain, at a minimum, limits of liability as follows: Bodily Injury - \$1,000,000.00 per person; Property - \$100,000.00 per occurrence; or combined single limits of \$1,000,000.00. Licensee shall not do, or permit to be done, anything in or upon the grounds of the Theatre or keep anything therein or thereon which will in any way conflict with the condition of any insurance policy or rate of insurance upon the building or on property kept there; in or on the grounds of the Theatre. Licensee will not use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the Theatre without prior consent of the PAC and the appropriate fire authority.

21. **Taxes.** International artists are subject of IRS Federal Withholding taxes. For all non-resident alien performers will be withheld at 30% of gross receipts will be withheld unless a CWA is provided at the time of performance or other IRS approved reduction or exemption from withholding certificate has been provided to the PAC a minimum of fifteen (15) days prior to the performance.

22. **Copyrights/Royalties.** The Licensee agrees to furnish the PAC a complete list of all songs performed, composers, and arrangers and this list shall be required prior to box-office settlement/payments to the Licensee. It shall be the sole responsibility of Licensee to obtain any and all appropriate performing rights licenses, including but not limited to ASCAP, SESAC, and BMI, music licensing, prior to any Event for which one or more performing rights licenses are required. Licensee shall demonstrate satisfaction of the responsibility described above by submitting evidence of proper licensing to PAC not less than two (2) weeks prior to the Event for which said license is required. If Licensee fails to provide proper evidence of licensing, PAC shall withhold the required percentage of gross ticket revenue (not including fees) or the per-ticket licensing fee (SESAC), to cover live performance royalties and will pay this amount, on behalf of the Licensee. Securing of any payment for all performing rights for Licensee's Event is the sole responsibility of Licensee. If Licensee's Event is a benefit concert for an organization other than Licensee, the Benefit Concert terms of the Performing Arts Center's ASCAP, SESAC and BMI licenses will apply and the "Free or Benefit" Concert withholding will be billed to Licensee. Licensee agrees to indemnify, defend, protect, and hold harmless PAC; its directors, officers and employees from any claims of costs, including legal fees, which might arise from the use of any such material or rights described herein.

23. **Television, Broadcasting, and Recording Rights.** Licensee shall not televise, broadcast or record any Event presented in the Theatre under the terms of this Agreement without the prior written consent of the PAC. Licensee may submit a Live Performance Recording Form (a copy of which is attached hereto as Exhibit E and incorporated herein by this reference) pursuant to the terms and conditions thereof.

24. **Damage to Premises.** Licensee will not cause or permit any nails, tape, or other objects to be driven into or affixed to any portion of the building, or any signs to be affixed to the exterior thereof, and will not do or permit to be done, anything which will damage or change the finish or appearance of the building or furnishings thereof. Licensee will pay the cost of repairing any and all injury or damage which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of the Licensee or any of the



Licensee's employees or agents or anyone visiting the Theatre upon the invitation of the Licensee including the patrons of the Event or function for which the Licensee is using the premises. It is expressly agreed that the PAC shall determine whether any damages have been done, the amount thereof and the reasonable cost of repairing the same, and whether the damage is such that, under the terms of this Agreement, Licensee is to be held responsible.

25. **Observance of Law.** Licensee agrees to comply with all federal and state laws, and all ordinances and regulations of the City of Wenatchee applicable to the use of the Premises, and if the attention of the Licensee is called to such violation on the part of Licensee or any personnel employed by or admitted to the premises by Licensee, said Licensee will immediately desist from and correct such violation.
26. **Default.** Both parties agree that if any default is made in any covenant or agreement herein contained, this Agreement and the relationship of the parties shall cease and terminate and the relationship of the parties shall be the same in all respects as if the term had fully expired, and PAC may re-enter the Theatre and, hold the same, remove all persons therefrom and resort to any legal proceeding to obtain such possession and the Licensee shall, notwithstanding such re-entry, pay the full amount of said rental and all additional expenses incurred as herein agreed to be paid in case suit or action is instituted by PAC to enforce compliance with this Agreement. It is understood and agreed by the Licensee and PAC that the acceptance by PAC of any payment after said payment may have been due under this Agreement, or after the Licensee may have defaulted under this Agreement in any particular whatsoever, or any forbearance of any kind that may be granted to the Licensee by PAC under this Agreement, shall not in any way be deemed, construed, or considered as waiving any of the covenants or conditions of this Agreement or of any subsequent default that may be made by the Licensee, or any of the rights or interest of the PAC hereunder.
27. **Lien.** PAC shall have the first lien against Receipts and all property of Licensee in or on the premises and grounds of the Theatre for all unpaid fees, reimbursable expenses and appropriate taxes due for the Event covered by this Agreement. PAC is empowered to withhold funds from Receipts for all such items, and if sufficient funds are not available at the conclusion of the Event, to impound Licensee property. Should such unpaid charges remain unpaid ten (10) days after the termination of this Agreement, PAC shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of any unpaid charges.
28. **Reservations of Authority.** PAC reserves the right to remove from the Theatre and its surrounding grounds any person or persons causing a disturbance in the Theatre or on its surrounding grounds or damaging the building or its facilities and equipment. Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the PAC. The Facilities Manager / Technical Director shall, in his sole discretion, have the right to prohibit the use of any materials and /or equipment Licensee desires to use in their Event at the Theatre.
29. **Smoking Regulations.** Licensee agrees to comply with all Washington State Smoking Regulations. Smoking is allowed only outside of the Theatre, at least twenty-five (25) feet away from any entrance. Licensee shall be required to insure that all personnel comply with this regulation.
30. **Attorneys Fees.** In the event it is necessary for any party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party or parties shall be entitled to compensation from the other parties for its reasonable attorney's fees and costs. In the event of arbitration or litigation regarding any of the terms of this Agreement, the substantially prevailing party or parties shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the arbitrator or court, to be paid by the other party or parties.



- 31. **Governing Law; Venue.** This Agreement is governed by the laws of the state of Washington. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.
- 32. **Interpretation.** This Agreement and any other documents related to it will be interpreted in a fair and neutral manner, without favoring one Party over the other. No provision of this Agreement or any other document related to it will be interpreted for or against any party because the provision was drafted by the party or its legal representative.
- 33. **Amendment, Modification, or Waiver.** No amendment to this Agreement shall be binding upon either party unless set forth in writing or confirmation signed by both parties hereto. No purported oral modification, wavier or rescission of this Agreement by an employee or agent of the Parties shall operate as a modification, waiver, or rescission of any of the provisions of this Agreement. No course of prior dealing, usage or trade or course of performance shall be used to modify, supplement or explain any terms of this Agreement.
- 34. **Severability.** If a court of competent jurisdiction finds any provision in this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- 35. **Force Majeure.** If the performance of any part of this contract by the Parties is prevented, hindered or delayed by reason of any cause or causes beyond the control of the Parties, as the case may be, and which cannot be overcome by due diligence, the party affected shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, during the continuance of any such happening or event, and this contract shall be deemed suspended so long as and to the extent that any such cause prevents or delays its performance. The party claiming to be affected thereby shall give notice to the other party within a reasonable time after the happening thereof of the nature and extent of any force majeure condition claimed to exist and the terms and conditions of this paragraph shall not become operative unless such notice has been given.
- 36. **Notice.** Wherever under this Agreement provision is made of any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, postage prepaid, addressed to the address set forth herein below:

The Numerica Performing Arts Center  
 123 N. Wenatchee Ave.  
 Wenatchee, WA 98801

Wenatchee High School  
 Ron Brown

- 37. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.
- 38. **Binding Nature of Agreement; No Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other parties hereto.
- 39. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

40. **Authority.** Both Parties to this Agreement represent and warrant that they have full authority to enter into and be bound by this Agreement. The Parties further represent and warrant to each other that the person/officer signing this Agreement has the necessary authority to do so, and has the authority to bind the Party on whose behalf he is signing to perform its duties and obligations under this Agreement.
41. **Gender, Etc.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.
42. **Counterpart and Facsimile Signatures.** This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile shall be deemed valid execution of this Agreement and binding on the parties.

Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Licensee	Numerica Performing Arts Center

EXHIBIT A

ESTIMATE

# ESTIMATE

The Performing Arts Center will not bill Wenatchee High School for the use of the facilities and staff for this event.

EXHIBIT B

MARKETING AND CONTACT INFORMATION FORM

# MARKETING AND CONTACT INFORMATION FORM

*Please complete this form in full. Detailed information, images, media and online resources about your event greatly assist the PAC's marketing efforts on your behalf.*

The following must be included on all marketing material:

For events renting the PAC *and* using ticketing services the following information is required on all marketing material:

*Numerica Performing Arts Center (LOGO provided to user)  
509-663-ARTS  
www.numericapac.org*

The PAC recommends the following be included:

*123 N. Wenatchee Ave, Wenatchee, WA 98801  
Tickets available at 663-ARTS (2787), NUMERICAPAC.ORG, and at the PAC Box Office  
Box Office hours: as provided by the PAC*

All marketing materials (flyers, posters, mailings, newspaper copy, etc.) shall be provided to the PAC Marketing Director, prior to event. Website edits may incur additional charges.

Marissa Collins marissac@numericapac.org

## BRIEF DESCRIPTION OF EVENT

This description will be used in PAC event promotional items.

---

---

---

---

---

Please forward all marketing materials (flyers, posters, mailings, newspaper copy) to the PAC box office so that we may receive information at the same time or before the public. Unless otherwise instructed, the event information provided in the box office portion of this agreement will be used for marketing purposes.

---



EXHIBIT C

BOX OFFICE FOR

*Not Applicable*

# BOX OFFICE FORM

*Please Note: This information will be used for event marketing and internal PAC communication and may be made available to the public upon request.*

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE 1: \_\_\_\_\_ PHONE 2: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## EVENT DETAILS

TITLE OF EVENT: \_\_\_\_\_

DATE/S: \_\_\_\_\_

SPONSORED/PRESENTED BY: \_\_\_\_\_

VENUE (circle):      PAC      Other: \_\_\_\_\_

EVENT TYPE (circle):    Concert    Lecture    Dance    Theatre    Other: \_\_\_\_\_

## PERFORMANCE DETAILS

TOTAL RUNNING TIME (with intermission): \_\_\_\_\_

INTERMISSION (Yes/No)      If Yes, LENGTH OF INTERMISSION: \_\_\_\_\_

EVENING PERFORMANCE (Date/s): \_\_\_\_\_ Start Time: \_\_\_\_\_

MATINEE PERFORMANCE (Date/s): \_\_\_\_\_ Start Time: \_\_\_\_\_

\*\*\*Please note: Box office must be informed immediately of any changes in this schedule\*\*\*

Will you be videotaping the show?      YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, please indicate where you want seats blocked off:

THEATRE AREA	ROW	SEAT #
Main Floor Rear Center		
Next to Sound Booth		
Main Rear Right		
Main Rear Left		
Balcony Wing Right		
Balcony Wing Left		
Other		

## TICKET DETAILS

TICKETING TYPE (circle):      **General Admission**      Reserved Seating  
 MAXIMUM CAPACITY (circle): **535**      Other: \_\_\_\_\_      Estimated Attendance: \_\_\_\_\_  
 TICKET SALES BEGIN (date): \_\_\_\_\_      INTERNET (date): \_\_\_\_\_

Please Check One Below:

- \*All tickets are the same price. \$ \_\_\_\_\_  
 ~ OR ~  
 \*If tiered pricing, please indicate pricing structure below and on attached seating chart.

### TIERED TICKET PRICING OPTIONS (Price per ticket)

Category	Detail	Ticket Price
<b>BY AGE</b>		
Adult		\$
Seniors	60 and over?	\$
Student	What level student?	\$
Child	Age applicable?	\$
<b>BY THEATER AREA</b>		
Section 1		\$
Section 2		\$
Section 3		\$
<b>BY PURCHASE TIME</b>		
Advance Ticket Price		\$
At-the-Door Ticket Price		\$



*\* Artist Holds, Equipment Present, Sponsor and Complimentary tickets or any tickets held from public sale shall be indicated and marked on your seating chart.*

### BOX OFFICE FEES

\*BOX OFFICE COMMISSION (Gross Sales):    **For-Profit: 6%**    **Non-Profit: 5%**    **Education: 4%**  
 \*PRINTING FEE (Per Ticket):    **For-Profit: \$0.27**      **Non-Profit & Education: \$0.20**  
 \*CUSTOMER FEES:    **Phone/Mail Sale:** \$2.00 per ticket and \$1.50 mailing/Will-Call fees.    **Internet Sales:** \$3.00 per ticket and mailing/Will-Call \$1.50 fee.    **Reprint Fee:** \$1 per ticket exchanged or reprinted due to loss or theft.    **Ticket printing Services:** \$0.33 per ticket without Box Office sales service.  
*\*Unless otherwise noted in contract.*

### BOX OFFICE POLICIES

All tickets are required to be sold through the PAC box office only. Persons two years and older are required to have a ticket to attend a ticketed event.

All ticket sales are non-refundable. Upon discovery of Box Office error, the ticket may be refunded. Tickets must be paid in full at the time of purchase. The PAC does not "hold" or "reserve" tickets to be paid at a later time. Exchanges will be accommodated within the same event only. If an exchange results in the customer selecting a seat of lesser value than the original purchase, there are no refunds, as above. The dollar amount above the new ticket cost will be recorded as a donation to the organization presenting the event.



EXHIBIT D

ELECTRONIC SIGN



# VENUE USER ELECTRONIC SIGN FORM

Included with Venue Use:

Up to three consecutive impressions on the PAC electronic sign, approximately 100 to 200 times per day for 28 consecutive days INCLUDING all performance dates listed above, weekdays, weekends, and holidays for stage rental and for 14 consecutive days for lobby rental. Your impressions may be used as described below. Please create your impressions below, and our sign programmer will do his/her best to incorporate your request into an aesthetically pleasing message. Please remember "LESS IS MORE!"

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


**SECOND IMPRESSION:**


**THIRD IMPRESSION:**


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

Additional impressions or promotion days may be purchased as follows:

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

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


**SECOND IMPRESSION:**


**THIRD IMPRESSION:**


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

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



EXHIBIT E

LIVE PERFORMANCE RECORDING

*Not Applicable*

# LIVE PERFORMANCE RECORDING

The parties agree as follows:

1. The PAC will record the Artist's performance(s) (hereinafter referred to as "Concert") as follows:

a. Type of Recording to be done:

Multi-Track (Up to 16 Tracks)

2-Track In-The-Room

b. Duration of Performance(s): \_\_\_\_\_

c. Fee per Performance: \_\_\_\_\_

d. Artist's Billing: \_\_\_\_\_

2. The PAC will record said concert and provide the Artist (or Agency) with the master Pro Tools project file(s) (for multi-track recordings), which contains each track in .wav format for importing to any audio editing software on a mutually agreed on media drive (DVD, Thumb Drive, etc). For 2-track in-the-room recordings the PAC will supply all audio files on a CD.

3. The Artist is responsible for obtaining services for editing, mixing, mastering, and CD duplication for multi-track recordings. For 2-track in-the-room recordings, songs will be separated into individual tracks.

4. The Artist agrees to pay the recording fee, which shall be included in their original facility rental estimate and contract, and all articles of said contract shall apply.

5. The Artist is responsible for acquiring all necessary licenses required to record non-original works.

6. The Artist is responsible for acquiring any licenses that may be necessary for duplication, selling, or any other means of distribution of recorded works.

7. The Artist will hold all rights to all recorded works, but relinquishes permission to the PAC to use any audio recordings for promotional or any other use as deemed appropriate for the PAC.

8. The PAC will not be responsible for any loss of data due to technological or user malfunction. In the event of a malfunction resulting in data loss the PAC will do everything possible to regain all lost data without compromising the integrity or quality of the recording.

9. The Artist agrees to credit the PAC on any manufactured article that uses the works recorded at the PAC as follows:

a. Recorded Live at the Numerica Performing Arts Center at the Stanley Civic Center in Wenatchee, WA.

10. The recording fees are not refundable once services have been rendered. The Artist can cancel recording services no later than five (5) business days prior to Concert with no penalty. Canceling recording services any later than the five (5) business days prior to the Concert may result in a fee of up to twenty-percent (20%) of recording fee.

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

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

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

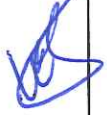

Phone: \_\_\_\_\_

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required?	Attorney Review Required?
11/07/16	New	ThyssenKrup	Elevator Service	\$1,572	September 19-2017	<u>Greg Thompson</u>			
				<b>Budget Code</b>		I have read this contract and recommend it for board approval. 			
				9700-64-7000		Initial: <u>11/7/16</u> Date			

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

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

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

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

**Reviewed by Attorney**

\_\_\_\_\_  
Signature

**Requies Edits?**

\_\_\_\_\_



# Bronze Service Agreement

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

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

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

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

## BRONZE SERVICE AGREEMENT

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

### Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
Washington Elementary School	1401 Washington Street	TKE	Hydraulic	Elevator 1	2

**ThyssenKrupp Elevator Americas**



# Bronze Service Agreement

## Limited Preventative Maintenance Program

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

ThyssenKrupp Elevator will perform the following services:

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

## Parts Repair and Replacement

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

## Maintenance Control Program

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

## Quality Assurance

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

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

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



# Bronze Service Agreement

## Service Requests During Normal Working Days and Hours

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

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

## Overtime Service Requests

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

## ThyssenKrupp Communications® (Check box if included)

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

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

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

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

Elevator Maintenance Agreement

TK 4171

2016-264379 - ACLA-1018H7Q

Page 3 of 10



## Bronze Service Agreement

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

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

# Bronze Service Agreement

## ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser

### Section 1, Elevator Detail:

Total number of elevators in Building : \_\_\_\_\_

Elevator #	Elevator Telephone Number including Area Code	Elevator #	Elevator Telephone Number including Area Code

### Section 2, Purchaser Designated Contacts:

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

### Section 3, Local Emergency Services Contact Information:

Phone # for Local Police Department: (       ) - \_\_\_\_\_  
 Phone # for Local Fire Department: (       ) - \_\_\_\_\_

### Section 4, Purchaser's Special Instructions:

The following are special instructions provided by Purchasers with respect to the information supplied above:

**Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.



# Bronze Service Agreement

## **Product Information**

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

## **Safety**

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

## **Other**

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

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

## **Items Not Covered**

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



# Bronze Service Agreement

Category 5 testing is not included

## Other Conditions

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

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

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

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

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

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



# Bronze Service Agreement

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

## Price.

The price for the services as stated in this agreement shall be One Hundred Thirty Five Dollars (\$135.00) ~~per month~~, excluding taxes, payable Quarterly in advance.

*Annual Billing*

## Term

This agreement is effective for Sixty (60) month(s) starting 09/19/2017 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days ~~but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days~~ before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

TK

## Annual Price Adjustments

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

## Early Payment Discount

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

## Overdue Invoices

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

## Special Considerations

### Maintenance Control Program

ThyssenKrupp will perform service in accordance with our written Maintenance Control Program accepted by the State of

Elevator Maintenance Agreement

TK 11/11

2016-264079 - ACIA-1018H7Q

Page 8 of 10

## Bronze Service Agreement

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



# Bronze Service Agreement

## Acceptance

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

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


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

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

Please submit this form with your **unsigned** contract to Denise Watson at least **3** weeks before the scheduled School Board meeting. Upon attorney review and approval (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?
11/09/16	New or Renewal or Revision	Wenatchee Reclamation District	Transfer 1.5 Irrigation Shares for the Skills Center Property.	\$1  Budget Code  TSD	Upon Approval	Denise Watson  I have read this contract and recommend it for board approval.  JW Initial  11-9-16 Date		No	This is decided at the district office.

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

Agency Name Wenatchee Reclamation District  
 Attention: Raylene Dowell  
 Street address or PO Box 514 Easy Street  
 City, State, Zip Code Wenatchee, WA 98801  
 Email Address Raylene@ccpd.com  
 Phone Number 509-663-5159

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

Return Address:  
Wenatchee Reclamation District  
514 Easy Street  
Wenatchee WA 98801-9652

AGREEMENT  
(WATER RIGHT CONTRACT)

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between Penny Properties LLC  
(the "First Party"), WENATCHEE RECLAMATION DISTRICT, an irrigation District  
organized under the laws of the State of Washington, (the "District"), and \_\_\_\_\_  
Wenatchee School District No. 246 \_\_\_\_\_, (the "Second Party").

RECITALS:

1. The First Party now owns or has owned the following described  
real property located in \_\_\_\_\_ Chelan \_\_\_\_\_ County, Washington:

A tract of land situated in the Northeast quarter of Section 28, Township  
23 North, Range 20, E.W.M., Chelan County, Washington, more particularly  
described as follows:

Commencing at the North quarter corner of said Section 28; thence North  
89°35'29" East 375.56 feet, along the North line thereof to the intersection of  
Penny Road and Chester Kimm Avenue to the True Point of Beginning; thence  
South 00°59'45" East along the centerline of Chester Kimm a distance of 345.25  
feet; thence East 251.17 feet; thence North 0°59'45" West 346.68 feet to the  
North line of said Section 28; thence South 89°35'29" West 251.14 feet, more  
or less, to the True Point of Beginning. EXCEPT right of way for Penny Road  
and Chester Kimm Avenue. AKA Lot B BLA No. 2003-069

Parcel Number 23 20 28 120 100  
SEC 28 TWP 23 Range 20

consisting of approximately 1.60 acres. First Party now owns a water  
right appurtenant to this land. This water right consists of 150/10,000ths of  
one cubic foot of water per second from the irrigation system of the District,  
acquired under Water Right Contract No. 275-251 of the Wenatchee  
Canal Company.

2. The Second Party owns the following described real property  
located in \_\_\_\_\_ Chelan \_\_\_\_\_ County, Washington:

See attached Exhibit A

AKA Lot B BLA No. 2016-094

Parcel Number 23 20 28 110 800  
Sec 28 TWP 23 Range 20

This land is within/without the boundaries of the District, and within the  
service area of the District.

NOW, THEREFORE, the First Party, in consideration of One Dollar  
(\$1.00) and other valuable consideration, the receipt of which is hereby  
acknowledged, and in consideration of the covenants and promises contained  
herein, to be kept and performed by the Second Party, by this instrument sells  
and transfers to the Second Party, the above-described water right, namely, all



right, title, and interest of the First Party in the perpetual right to the use of 150/10,000ths of one cubic foot of water per second from the irrigation system of the District. This system consists of main and lateral canals and pipeline and other works. This water right is for irrigation of only the above-described real property of the Second Party. All parties to this instrument consent that this water right shall be and it is hereby made appurtenant to the above-described land of the Second Party.

The Second Party, in consideration of this conveyance, hereby grants, bargains, sells, conveys and confirms to the District, its successors or assigns, rights of way for the construction and maintenance of all lateral ditches and pipelines of the District, its successors or assigns, on, over, across and through the lands above-described upon which the water is to be used for irrigation, with the right and permission to enter upon the lands for the survey, location, construction and repair of lateral ditches and pipelines, and to construct, maintain and repair the same. This right shall extend to the owners of other lands lawfully receiving water from the canal of the District. The District, its successors or assigns, or the owners of other lands, shall have the right to use a pipeline instead of lateral ditches where it or they may desire.

The Second Party shall receive delivery of the irrigation water as provided herein and shall pay to the District annually, in advance, at the time specified by the District, for the right to use the above-listed amount of water, a sum equal to the total annual charge for District purposes on 5.65 acres of land within the District, plus the annual tolls charged by the District upon such land, (it being the intent of this contract that the Second Party shall pay annually for the use of each 1/100th cubic foot of water per second, the same total sum that the owner of one acre of land within the District is required to pay annually for the use of water for the irrigation of one acre), PROVIDED that in case the right to use the water is subdivided, a minimum fee of \$ as set per annum shall be charged for each separate delivery; that the annual charge shall be a lien upon the land and water; that the right to use the water shall be and remain appurtenant to the above-described land of the Second Party and it shall not be used on any other land; and in case of default in payment for a period of thirty (30) days after it is due, the District, in addition to enforcing the lien hereby given shall have the right to refuse, and may at its option refuse, to furnish water to the Second Party until the entire annual charge and arrearages shall be paid with interest after maturity until paid; and the Second Party agrees to pay the reasonable attorney's fees which the District incurs in collecting arrearages or enforcing its lien, and that the covenant to pay the annual charges shall be a condition precedent to the right of the Second Party to use the water. If the annual charge is not paid, the District shall have no obligation to deliver the water and it shall not be liable for damages resulting from nondelivery.

The delivery of water shall be made at the bank of the main canal or pipeline of the District where the District or its successors or assigns maintain a suitable measuring device which shall remain the property of the District, its successors or assigns. The Second Party shall convey the water from that point of delivery at its own cost and expense; the measuring device will be maintained at that point which the District, its successors or assigns, deems most convenient for the conveyance of water to the land.

The Second Party further agrees that, at the election of the District, and in the event the Second Party's land is within the boundaries of the District, it may in any year collect the annual charge for water by assessing the lands above-described, upon the District assessment roll, and by enforcing collection of the assessments as is now or may hereafter be provided by the irrigation district laws of the State of Washington. The annual charge payable in a given calendar year under the terms of this contract may be assessed on the District roll which is payable in that calendar year or on the assessment roll of any year thereafter.

All the provisions of the Water Right Contract referred to above, and as supplemented by the provisions and requirements of this transfer, shall be applicable to Second Party's use of the water hereby transferred, provided that the annual turn in and turn out date for the water shall be as determined by the District with due regard to the condition of the District's system.

It is understood and agreed by all parties hereto that: (1) the District does not warrant the ownership of First Party in and to the water herein transferred to the Second Party and by this agreement only gives its consent to the transfer, and (2) no water can be furnished for use outside the District until all demands and requirements for water used within the District are met.

All terms, covenants and conditions herein shall extend to and bind the parties' heirs, executors, administrators, grantees, successors and assigns.

The District hereby releases and discharges the above-described lands of the First Party from any and all liability accruing after the date of this agreement for charges payable under the terms of the water right contract and agrees that the lands shall not be subject to further District charges or assessments on account of the water right hereby conveyed.

The First Party hereby releases and discharges the District from further obligation to provide the water supply herein conveyed, regardless of whether First Party's described lands remain within the District boundaries or are excluded therefrom by proper District exclusion proceedings. This agreement and conveyance shall be taken as the First Party's application for and consent to the exclusion of its lands from the District, unless First Party remains the owner of District water rights appurtenant to its lands other than water rights hereby conveyed.

This Agreement constitutes the entire agreement between the parties. Any understandings or representations of any kind preceding the date of this agreement shall not be binding on any party except the extent incorporated herein.

The parties sign effective the day and year first above written.

"FIRST PARTY"

\_\_\_\_\_  
\_\_\_\_\_

"DISTRICT"

WENATCHEE RECLAMATION DISTRICT

By \_\_\_\_\_ President

ATTEST:

By \_\_\_\_\_ Secretary/Manager

"SECOND PARTY"

\_\_\_\_\_  
\_\_\_\_\_



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary/Manager, respectively, of the WENATCHEE RECLAMATION DISTRICT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_, Member of Penny Properties, LLC, is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_, as the \_\_\_\_\_ of Wenatchee School District No. 246, is the person who appeared before me, and said person acknowledge that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

EXHIBIT A

A tract of land situated in the Northeast quarter of Section 28, Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, known as Parcel 'B' of Boundary Line Adjustment 2008-050 recorded under Auditor's File Number 2283126, records of said county described as follows:

That portion of the following described land lying East of the right of way for Technology Center Way, a county road by Order of Establishment filed June 6, 2003 under Auditor's File Number 2146903, situated in the Northeast quarter of Section 28, Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, more particularly described as follows: COMMENCING at the North quarter corner of said Section 28; thence North 89°35'21" East 1319.11 feet along the centerline of Penny Road to a found rebar and cap in mon case marked Forsgren LS 10819 at the intersection of Penny Road and Technology Center Way; thence continuing along said centerline North 89°54'50" East a distance of 19.93 feet to a found 5/8" iron pin in mon case being the East 1/16<sup>th</sup> corner of the North line of said Section 28; thence continuing along the centerline of said Penny Road North 89°34'52" East a distance of 124.36 feet; thence turning 90° to the right a distance of 30 feet to a set rebar and cap marked NWG LS 38982 on the South right of way of said Penny Road and the TRUE POINT OF BEGINNING of this description; thence South 0°11'12" East a distance of 152.75 to a set rebar and cap marked NWG LS 38982 at the drip line of a covered parking; thence following said covered parking South 89°50'58" East a distance of 20.95 feet to a set rebar and cap marked NWG LS 38982; thence South 0°22'13" East a distance of 149.20 feet to a set rebar and cap marked NWG LS 38982 at a point eight tenths, more or less, South of an existing six foot high chain link fence; thence North 89°18'20" East point eight tenths South of and parallel with said fence a distance of 160.60 feet to a set rebar and cap marked NWG LS 38982; thence North 02°14'18" East a distance of 7.90 feet to a set rebar and cap marked NWG LS 38982 one half foot, more or less, South of an existing back of curb; thence North 89°29'31" East parallel with and one half foot South of said curb a distance of 199.56 feet; thence North 05°08'31" East a distance of 20.91 feet; thence North 89°53'05" East a distance of 162.64 feet to a point; said point being 110 feet Northwesterly of the Centerline of railway tracks as constructed measured at right angles; thence North 39°41'18" East parallel to said railway a distance 357.24 feet to a set rebar and cap marked NWG LS 38982 at the South right of way line of Penny Road; thence along said right of way line South 89°34'52" West a distance of 775.53 feet to a set rebar and cap marked NWG LS 38982 at the TRUE POINT OF BEGINNING, TOGETHER WITH that portion of the Northeast quarter of Section 28, Township 23 North, Range 20 East of the Willamette Meridian, Chelan County, Washington, being a part of Parcel 'A' of Boundary Line Adjustment 2008-050 recorded under Auditor's File Number 2283126, records of said county described as follows: COMMENCING at the intersection of Penny Road and Technology Center Way as monumented by a 5/8" rebar in a monument case; thence along the centerline of Technology Center Way, South 00°32'13" West 681.59 feet to a 5'8" rebar in a monument case; thence North 89°00'43" East 124.46 feet to a 5/8" rebar in a monument case; thence leaving said Technology Center Way, South 00°59'17" East 30.00 feet to a South line of said Parcel 'A'; thence along said line, North 89°02'28" East 206.71 feet; thence leaving said line, North 01°01'35" West 46.31 feet to a 5/8" rebar and the TRUE POINT OF BEGINNING of this described portion; thence continue North 01°01'35" West 52.40 feet; thence North 39°41'14" East 401.20 feet to the North line of Parcel 'A' of Boundary Line Adjustment 2008-050; thence along said line, South 89°53'05" West 50.53 feet; thence South 05°08'31" West 20.91 feet; thence South 89°29'00" West 199.52 feet; thence South 02°11'16" West 7.79 feet; thence South 89°18'19" West 76.57 feet; thence leaving said line, South 00°32'13" West 331.35 feet; thence North 88°46'05" East 76.63 feet to the POINT OF BEGINNING.

---

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

||

---

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



Water Right Contract  
WSD.pdf




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

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

**All contracts require school board approval.**

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

Date	New or Renewal or Revision	Agency	Purpose	Amount	Contract Start Date & End Date	Staff Person Responsible for Contract	Approved by Les?	PO Required ?	Attorney Review Required?
11/02/16	Renewal	InTouch Receipting	Software license and software support agreement	\$0	November 1, 2016- October 31, 2016	<u>Tami Walters</u>		no	
			Budget Code			I have read this contract and recommend it for board approval.			
				402-1100		Initial TW/VJW Date 11/3/16			

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

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

Agency Name InTouch Receipting  
 Attention: Victoria  
 Street address or PO Bc 4415 Pacific Hwy E  
 City, State, Zip Code FIF WA 98424  
 Email Address victoria@InTouchReceipting.com  
 Phone Number 253-922-6077

Software License and support Agreement for WHS receipting system

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

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

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



**SOFTWARE LICENSE AND SOFTWARE SUPPORT AGREEMENT (the "Agreement")**

Client Name	Wenatchee HS
Address	1101 Millerdale
City/State/Zip	Wenatchee WA 98801
Contact Person	Tami Walters
Contact Phone	509-664-3678
Fax Number	509-663-6905
Email Address	Walters.T@WenatcheeSchools.org

The following are the terms and conditions under which Integrated Register Systems, Inc., dba **InTouch Receipting** ("we", "us" or "InTouch Receipting") agrees to license the proprietary computer programs listed below, along with all related documentation supplied therewith, (collectively, the "Software") to the above-named Client ("you" or "Client"). The term "Software" includes any corrections, improvements and enhancements to the Software programs and documentation provided to you by us.

**SOFTWARE: As listed in the purchase order and in Appendix A as available**

BY INSTALLING THE SOFTWARE, USING THE SOFTWARE OR AUTHORIZING ANY OTHER PERSON TO DO SO, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE OR UPDATES.

USING THE SOFTWARE OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ON-LINE AUTHORIZATION, VALIDATION AND USE OF THE SOFTWARE. CURRENT AND PAID SOFTWARE SUPPORT AGREEMENT IS REQUIRED TO USE ANY OF THE SOFTWARE APPLICATIONS.

**1. LICENSE.** In consideration of payment of the license fee for the Software, the amount of which is shown on Appendix B attached hereto and by this reference made a part hereof, we hereby grant to you and you hereby accept from us a non-exclusive, non-transferable and revocable twelve (12) month license to use the Software, in compiled, object code form only, in accordance with the terms and conditions of this Agreement. The Software may be used only by you for your internal business purposes. Some of the Software may be owned by third parties and sublicensed to you. You acknowledge that the Software is protected by United States copyright law and international treaty provisions, and that the Software programs contain trade secrets of ours and our third party licensors. All right, title and interest in and to the Software belong to, and remain in, us and our licensors, except for the right to use it in accordance with this Agreement. You agree not to reverse engineer, disassemble, or reverse compile any Software object code, or otherwise derive any source code therefore. Except as expressly permitted in this Agreement or the applicable documentation, you agree not to modify, customize, adapt, translate, enhance or change any of the Software, or create any derivative works based on the Software, or otherwise reduce the Software to any humanly perceivable form nor permit any third party not authorized by us to do so.





You may copy the Software programs as necessary for backup and archival purposes and as is essential to use them on a computer or computer network, as described below. You may not otherwise copy the Software for any purpose. You agree not to remove, nor permit the removal of, any proprietary notice or legend contained on or in the Software, and will include all notices included in and on the original media ("Media") in and on all copies made by you.

All right, title and interest in or related to the Software, is and will remain the exclusive property of InTouch Receipting whether or not specifically recognized or perfected under local applicable law. The source code, object code and embodied trade secrets are not licensed to you. You agree that you will take no action that reasonably jeopardizes InTouch Receipting's proprietary rights or acquire any right in the Software, except for the license granted under this Agreement. InTouch Receipting will own all rights in any copy, translation, modification, adaptation or derivation of the Software, including any improvement or developments of the Software.

## **2. SERVICES, MAINTENANCE AND ERROR CORRECTION.**

In the absence of a separate written agreement between Client and InTouch Receipting concerning Software support and maintenance services ("Support/Maintenance"), Client agrees that all Support/Maintenance shall be provided solely and exclusively by InTouch Receipting. InTouch Receipting will provide Support/Maintenance assistance to the Client when the Client experiences a malfunction or error with the use of the Software.

As part of the required annual Software Support/Maintenance agreement, InTouch Receipting will provide help desk services and Support/Maintenance in an appropriate manner to allow the Client to use and manage the Software. Support services include the licensed modules and interfaces in the Client's purchase order and subsequent payment. If there was an RFP or formal quote any special provisions included in the RFP/Quote document would supersede this Agreement.

### **A. The Software Support Agreement and Help Desk Functions**

1. Correct any defects or replace any of the Software found to be in substantial non-conformance with the program specifications;
2. Provide the Client with enhancements, as they become available, to the Software. InTouch Receipting reserves the right to determine what constitutes an enhancement; enhancements and Software updates are included as part of this Agreement. Enhancements and updates under this Agreement are those provided under the standard InTouch Receipting Software update/build not custom programming or report preparation;
3. Provide reasonable remote technical Support/Maintenance assistance and consultation to the Client with respect to use of the Software;
4. Not to include updates to the Client's operating system.
5. Help desk functions are to assist in Client questions about Software use, reporting, best practices and will be provided by phone, email, web, remote sessions and other methods providing best service to the Client. Help desk functions are not designed as a substitute for training.
6. Users of InTouch Receipting will be invited to user group meetings at a venue set by InTouch Receipting. There may be an additional fee for attending user group meetings, travel and other costs are the responsibility of the Client.

Any assistance required to fulfill InTouch Receipting's obligations under this Agreement, will be provided at no additional charge unless such assistance is found to be the result of Client's: hardware failure, user error, neglect or negligence. Assistance required as a result of such failure, user error, neglect or negligence will be compensated by the Client at InTouch Receipting's standard hourly rate then in effect, plus reasonable expenses for transportation, meals and lodging.

### **B. Excluded Service**

InTouch Receipting is not obligated to provide service under the Agreement for service necessitated by vandalism, theft, misuse, hardware malfunction, Client neglect, acts of third parties, fire, water, casualty, act of God, mob violence, labor disputes, malfunction of affiliated equipment, unauthorized modification of the Software, electrical failure, accidents, climatic conditions, or from other causes unrelated to the ordinary operation of the Software. This

Agreement is void if service is performed on the Software by unauthorized individuals, or if attempts are made to modify the Software or use the Software in a manner not set out in the instruction manual or license agreement. Should it be necessary to perform services outlined in this Agreement at the Client's site, Client shall be responsible for reasonable actual out-of-pocket expenses incurred in travel.

C. Response Time

There is no guaranty regarding the resolution time to a service call from the Client, however, InTouch Receipting will extend efforts to respond promptly and triage the service call. InTouch Receipting will respond to Software service calls in the order received and will make every effort to respond within the same work day. Resolution capability depends on if InTouch Receipting or the Client is hosting the applications. If the Client is self-hosting, resolution time is dependent on remote access and other Client restrictions. If InTouch Receipting is hosting the applications, our resolution time is not as dependent on the Client technical staff.

InTouch Receipting, however, has established a priority coding system for each problem reported.

1. 'A' Priority - A Software error renders the entire system inoperable. Resources assigned within one (1) hour. Resources continue to work on the problem during normal business hours (and then some) until the problem is resolved. Average resolution time in a few hours and depends on Client technical staff in most cases to resolve.
  2. 'B' Priority - A Software error is detected for a system module which seriously impairs systems operations, but does not render it "down." Resources are assigned within four (4) hours and remain assigned until completed, work continues during normal business hours.
  3. 'C' Priority - Minor problem, but sufficient severity as to warrant correction before the next Software release. Generally completed within 30 days.
  4. 'D' Priority - "Would likes" and minor problems which will be incorporated in future Software releases.
- InTouch Receipting reserves the right to determine "would like" relevance to the package and the scheduling of the development and release of such items.

D. Excused Performance

Neither party shall be liable for any failure to perform or delayed performance of any obligation under this Agreement if such performance is prevented, hindered or delayed for any cause beyond its reasonable control of, including, without limitation, any labor dispute, strike or other industrial disturbance, act of God, flood, shortage of materials, earthquakes, casualty, war, act of public enemy, riot, insurrection, embargo law, blockage, action, restriction and regulation or order of any government, government agency or subdivision thereof, or climatic conditions.

**3. AUTHORIZED USE.** The number of copies/sites of Software licensed by you is specified by number of sites, ADM (average daily (school) membership) or other methods in the purchasing process. You may use each licensed copy of the Software programs on many terminals in a building without restriction. For the purposes of a site license, a site is considered a high school, a middle school, district office, and alternative school, for example. There may be more than one site license in a building for a student store or other specialized use – these sites will require a support agreement and a software licensing agreement.



The Software may require the entry of license codes in order to operate outside the term of this Agreement. You acknowledge that a signed copy of this Agreement must be sent, via fax, email, or by delivering the original signed version of this Agreement to us in order to receive the codes required to operate the Software after the contracted period. When the authorized use terminates, the Software will not function and you will be unable to retrieve Client data therefrom without the assistance of InTouch Receipting staff – data does belong to the Client and will be provided at any time without any restriction.

**4. VALIDATION.** During installation, un-installation, updating, any license management activities and the use of the Software, the Software will send information to InTouch Receipting about the Software, the Terminal (the terminal the computer where InTouch is operating) and information about the Software currently or previously installed on such Terminal. The information sent to InTouch Receipting may include, but is not limited to, (i) information derived from the hardware configuration of the Terminal, such as Hard Drive serial number, NIC card MAC address, BIOS firmware, CPU type and OS type, and (ii) information about existing or past Software installations and items of a similar nature, (iii) most recent TouchBase transaction, (iv) licensed site count and active site count, (v) number of credit card transactions, (vi) duplicate account codes. By using the Software, you consent to the transmission of this information. Under no circumstances will student data be transferred to InTouch Receipting or elsewhere unless it is part of a support or programming effort approved by the Client, which approval shall be given or withheld at the sole discretion of the Client. InTouch Receipting respects the confidentiality of all information contained in the database and under no circumstances will InTouch Receipting share this information with any party. InTouch Receipting does not and will not store credit card information in any application.

**5. CONFIDENTIALITY.** For purposes of this Agreement, “**Confidential Information**” means any data or information obtained from one party hereunder and provided to the other party, that is valuable and not generally known by the public, including without limitation, any data or information defined herein as a Trade Secret, but which is determined by a court of competent jurisdiction not to rise to the level of a trade secret under applicable law. “**Proprietary Information**” means, collectively, Confidential Information and Trade Secrets. “**Trade Secret**” means information without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. “**Disclosing Party**” means the party disclosing Proprietary Information, whether such party is you or us, and “**Recipient**” is the party receiving Proprietary Information, whether such party is you or us.

InTouch Receipting and Client acknowledge and agree that during the term of this Agreement each party will have access to and disclose to the other Proprietary Information. Client acknowledges and agrees that the object code and source code of the Software contain Trade Secrets of InTouch Receipting and the Software contains Trade Secrets of InTouch Receipting’s licensors. Each party acknowledges the risk due to unauthorized disclosure or unauthorized use of Disclosing Party’s Proprietary Information will cause great injury and harm to the Disclosing Party. Recipient covenants and agrees that it shall not, without the prior written consent of Disclosing Party, or as set forth herein, directly or indirectly, (i) disclose, divulge, distribute, publish, reproduce, decompile, reverse engineer, transmit or transfer to others Disclosing Party’s Proprietary Information, or any portions thereof, by any means or in any form, (ii) make use of the Proprietary Information other than as expressly permitted under this Agreement, or (iii) disclose, in whole or in part, any of Disclosing Party’s Proprietary Information to any individual, entity or other person, except to those of Recipient’s employees or representatives who (a) require access for Recipient’s authorized use of Disclosing Party’s Proprietary Information, and (b) agree to comply with the use and non-disclosure restrictions stated in this Agreement. Recipient may not use Trade Secret information contained in the Software to develop computer programs that interface or interact with the Software. . If an unauthorized use or disclosure occurs, Recipient will immediately notify Disclosing Party and assist Disclosing Party in recovering Disclosing Party’s Proprietary Information and prevent its subsequent unauthorized use or dissemination. The restrictions set forth herein shall continue (i) with respect to the Trade Secrets for as long as such information continues to be a Trade Secret under applicable law, and (ii) with respect to Confidential Information, for a period of five (5) years from the date of expiration or termination of this Agreement.

**6. CLIENT RESPONSIBILITIES.** You agree to: (a) upon the execution of this Agreement designate in writing individuals as the representatives of Client (the “**Client Representatives**”), who shall be authorized to make



decisions, approve plans, and grant requests on your behalf in connection with the installation of the Software, and (b) reasonably cooperate with us by, among other things, making available as reasonably required by us, management decisions and personnel in order that our work contemplated hereby may be properly accomplished during the term hereof. You hereby authorize us to rely on all communications from and decisions of the Client Representatives.

**7. TERM.** The Software license granted in this Agreement is valid for twelve (12) months from the date you select – which may or may not align with the fiscal year. Client may terminate this Agreement at any time by notifying us in writing at least thirty (30) days in advance of any proposed termination. InTouch Receipting may terminate this Agreement if Client commits a material breach of any of the terms or conditions of this Agreement or fails to pay the required fees for Support/Maintenance, but only after thirty (30) days written notice to Client and an opportunity to cure any such breach or failure to pay. Upon any termination of the license, you will promptly return or destroy, as instructed by us, all Software provided to you, destroy all copies of the Software made by you, and, upon our request, confirm in writing to us that you have complied with your obligations under this paragraph 7. Upon termination of the Software license by lapse of time or otherwise, the Software shall cease to function. You are solely responsible for exporting or otherwise preserving all Client data prior to the termination of the license.

**8. INFRINGEMENT WARRANTY AND INDEMNITY.** Notwithstanding anything herein to the contrary, we warrant to you that: (a) we have title to, or the authority to grant sublicenses to, the Software, and (b) the Software, as delivered by us, will not purposefully infringe any copyright, patent, trade secret, or other intellectual property rights enforceable in the United States of America.

**9. DISCLAIMER OF WARRANTIES.** Unless expressly stated otherwise herein, THE SOFTWARE IS PROVIDED TO CLIENT IN “AS-IS” CONDITION WITH **NO WARRANTY**. INTOUCH RECEIPTING **DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES**, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, MEDIA, AND RELATED MATERIALS, INCLUDING ANY REPRESENTATION AND WARRANTY OF QUALITY, SECURITY, OR ACCURACY AND THE **IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY**. INTOUCH RECEIPTING DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER DEFECTS. IF CLIENT IS A RESIDENT OF A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS DO NOT

APPLY, AND THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM YOUR FIRST USE OF THE SOFTWARE.

**10. LIMITATION OF LIABILITY.** IN NO EVENT WILL INTOUCH RECEIPTING, ITS SUBSIDIARIES, OR LICENSORS, OR ANY OF THE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO CLIENT UNDER ANY CLAIM ALLEGING, AMONG OTHER THINGS, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, OR SERVICES, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF INTOUCH RECEIPTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. INTOUCH RECEIPTING'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO THE AMOUNT OF MONEY PAID TO INTOUCH RECEIPTING BY CLIENT FOR THE PURCHASE OF THE LICENSE OF THE SOFTWARE THAT CAUSED THE DAMAGES. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OF INCIDENTAL DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CLIENT. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTOUCH RECEIPTING AND CLIENT. INTOUCH RECEIPTING WOULD NOT HAVE PROVIDED THE SOFTWARE WITHOUT SUCH LIMITATIONS.

**11. ASSIGNMENT OF LICENSE.** Client may not rent, or sublicense (including offering the Software to third parties on an applications service provider or time-sharing basis), assign, give away, loan, resell for profit, or distribute the Software, the Media, or related materials or create derivative works based upon the Software or any part thereof. Client may not assign or transfer its rights and obligations under this Agreement without registration with InTouch Receipting and, unless the transfer is registered with InTouch Receipting, any purported assignment or transfer shall be null and void. InTouch Receipting may at any time assign all or a portion of its rights and duties under this Agreement with the consent of Client, which consent shall not be unreasonably withheld.

**12. ADDITIONAL LICENSE AGREEMENTS.** InTouch Receipting software operates under Microsoft SQL database and Operating systems – these systems are not included in the scope of this Agreement.

**13. GOVERNING LAW.** The validity and performance of this Agreement shall be governed by Washington law (without reference to choice of law principles), except as to copyright and trademark matters, which are covered by federal laws. This Agreement is deemed entered into in Tacoma, WA and shall be construed as to its fair meaning and not strictly for or against either party.

**14. NO WAIVER.** Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other party.



**15. SEVERABILITY.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

**16. HEADINGS.** Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

**17. EXPORT RESTRICTIONS.** Client acknowledges and agrees that the Software is subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations ("the Acts"). Client agrees and certifies that neither the Software nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. Client agrees and certifies that Client is not a citizen or permanent resident of Cuba, Iran, North Korea, Libya, Sudan or Syria.

**18. U.S. GOVERNMENT.** The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" AND "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and the Department of Defense Federal Acquisition Regulations Sections 252.227-7014 (a) (1), (5). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227-7202-4 (JUNE 1995), all U.S. Government End Users acquire the Software (or Licensed Product) with only those rights set forth herein.

**19. CONSUMER INFORMATION AND PRIVACY.** For details about InTouch Receipting's privacy policies, please refer to the InTouch Receipting Privacy Statement contained on a web site designated by InTouch Receipting ([www.intouchreceipting.com](http://www.intouchreceipting.com)).

**20. TRADEMARKS.** InTouch Receipting, the InTouch Receipting logo, InTouch Receipting Manager, TouchBase, and InTouch Receipting Athletic Director, among others, are registered trademarks and/or registered service marks of InTouch Receipting in the United States of America and other countries. owners

**21. NO LIMITATIONS.** This Agreement does not limit any rights that InTouch Receipting may have under trade secret, copyright, patent, or other laws. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

**22. GENERAL.** All the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties hereto, and their successors, legal representatives and permitted assigns.

**23. ENTIRE AGREEMENT.** This Agreement constitutes the final, complete and exclusive statement of the agreement between InTouch Receipting and the Client in respect of the subject matter hereof. This Agreement shall govern any services or content related to the Software, unless such services or content are subject to a separate written agreement between Client and InTouch Receipting. However, the limitations of liability and disclaimer of warranties in this Agreement shall apply to InTouch Receipting with respect to such content or services except to the extent provided otherwise in a separate written agreement approved by InTouch Receipting between Client and InTouch Receipting.

**24. INDEMNIFICATION.** InTouch Receipting agrees to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors, trustees, employees, agents, contractors and consultants against all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, experts' fees, and other legal costs to the extent caused by InTouch Receipting's breach of this Agreement or its negligent acts or omissions in its performance of services under this Agreement and that of its officers, employees, subcontractors, or anyone for whom InTouch Receipting is legally liable.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless InTouch Receipting, its officers, directors, shareholders, employees and agents against all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, experts' fees, and any other legal costs to the extent caused by the negligent acts or omissions of Client, its employees, agents, consultants or anyone for whom Client is legally liable.

**25. INDEPENDENT CONTRACTOR.** InTouch Receipting shall conduct its services and work as an independent





agent/contractor with respect to Client. InTouch Receipting agrees that it will, at all times, represent to third persons and to the public generally and to all governmental bodies, including, but not limited to, federal, state or local authorities that the services and work performed by InTouch Receipting with respect to Client is that of an independent agent/contractor and that such is the sole relationship between the parties. It is expressly understood that InTouch Receipting is not in any way constituted the legal representative of Client for any purpose whatsoever. Client shall deduct no income tax or other withholdings whatsoever from payments due InTouch Receipting.



Appendix A – Software Applications

InTouch Software Applications Covered Under this Agreement  
(Client may not have implemented all of these modules or applications)

InTouch Receipting (InTouch Terminal and InTouch Manager)

TouchBase

Athletic and Activity Module

Accounting Interface

Student Information Interface

Library Interface

Student Store Module

FundTracker Module

Food Service Interface

[signature page follows]



In accordance with paragraph 6 above, Client appoints the following Client Representatives:

CLIENT REPRESENTATIVE A: \_\_\_\_\_

CLIENT REPRESENTATIVE B: \_\_\_\_\_

By signing below, the parties accept the terms and conditions of this Agreement effective on the later of the dates below.

CLIENT:

INTOUCH RECEIPTING

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



(253) 922-6154 fax  
[www.InTouchReceipting.com](http://www.InTouchReceipting.com)

---

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

# MEMORANDUM

## Inventory Surplus

TO:	Board of Education
FROM:	Karen Walters, Director of Accounting
DATE:	November 22 2016
SUBJECT:	Declaration of Surplus

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

Building	Quantity	Item
<b>Columbia</b>	1	25" TV
	1	TV Wall Mount
<b>John Newbery</b>	25 Boxes	Surplus Books
	2 Boxes	Binders & Office Supplies
<b>Orchard</b>	1	Dual Tape Deck
	1	Wireless Microphone System
	1	Record Turn Table
	1	Kenwood Turner
	1	Portable Clip On Wireless Mic
<b>Wenatchee High School</b>	1	Daewoo Cassette Recorder
	1	3M Overhead Projector
	1	VHS Master Your Future
	1	VHS Inspiring Your Future
	1	Sharp Calculator
	3 Box	Personal Finance Activity Guide
	1 Box	Gides for Financial Ed
<b>Athletics</b>	1 Box	Personal Finance Hard Back Books
	13	Pole Vault Pit, Pads & Cover
<b>Westside High School</b>	1 Box	Carnegie Learning Books
	1 Box	Math Books
	1 Box	Algebra Books
	1 Box	Carnegie Learning Algebra
	1 Box	Carnegie Learning Teacher Books
	1 Box	Connections & Carnegie Books
	1 Box	Carnegie Learning Teacher Books
	1 Box	Connections - Algebra
	1 Box	CPM Geometry & Algebra
	1 Box	Carnegie Learning Geometry
<b>Maintenance &amp; Operations</b>	2	Castex Carpet Extractors
	1	Pneumatic Auto Scrubber
	1	Nobels Buffer
	1	Frontier Carpet Extractor
	1	Speed Scrub Auto Scrubber
	1	Powerlite Shop Vac
	1	Desk
	1	Folding Table
<b>Special Programs</b>	3	Large Coffee Pots
<b>District Office</b>	3	Office Chair
	1	Bookshelf

# MEMORANDUM

## Inventory Surplus

	1	Small File Cabinet
<b>Technology</b>		
Sunnyslope	2	Canon PowerShot Camera
	1	Olympus Camera
	1	Canon Video Camera
	1	Nikon Coolpix Camera
	2	Epson Powerlite
	1	HP ScanJet
	1	Brother HL
Foothills	1	eMac
	1	HP LaserJet
	1	Apple Studio Display
	1	Epson Projector
	1	Compaq Monitor
	1	Compaq Desktop Computer
	1	Mitsubishi Monitor
	1	Apple Studio Monitor
	2	Mitsubishi Diamond Plus Monitor
	1	Microtek Scan Maker
	1	Canonscan Bed Scanner
	5 Boxes	Misc. Keyboards, switches, mice
	1	Misc. Zip Drives
Orchard	5 Boxes	Misc. Keyboards
	1	HP Printer
	1	Brother HL
	1	Brother MFC
	1	Misc. Bag of iBook Power Supplies
	2	eMac
	3	iBook G4
	1	Powerbook G4
	1	Powerbook G3
	1	Sharp Projector
	2	Epson Powerlite
	1	HP Deskjet
	1	eMac
Pioneer	1	Toshiba Projector
	1	iMac
	7	eMac
	11	Macbook
	1	Macbook Pro
Wenatchee High School	28	HP Pro
	1	Epson Perfection
	2	Epson Powerlite
	1	InFocus Projector
	1 Box	Asante Switches
	1	Brother HL
	1 Box	Misc. Cords, Mice
	1	Brother HL
	1	AverMedia Doc Cam
	1	MacBook Pro
	2	Mimio Pad
	3	Mimio Interactive
	1	Mimio Wireless
	1	Mimio Capture Kit
	1	Dell Monitor



**MEMORANDUM**  
**Inventory Surplus**

*M&O*

- 1 HP Pavilion Slimline
- 1 Lacie HDD Case
- 167 Nortel Phone
- 1 Nortel Call Appearance
- 1 Data Cartridge
- 1 Remote Access Device

**JODI'S POLICIES AND PROCEDURES for November 22nd, 2016**  
**2000 Series Board Review - 2nd Reading**

<b>Policy</b>	<b>Title</b>	<b>WSSDA Action</b>	<b>WSD</b>	<b>Key Changes</b>	<b>Board Decision</b>
2165	Home or Hospital Instruction	Revise	Yes	Minor revisions: Shall to Will + Change "shall" to "will"	
2411	Certificate of Educational Competency	Revise	Yes	Remove part of sentence in Paragraph 3 Remove Management Resources	
3410	Student Health	Essent.	Yes	RCW adds Near Vision Screening requirement	

Ak - 10/31/16

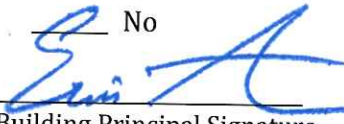
# Wenatchee School District Sports Camp/Clinic Application

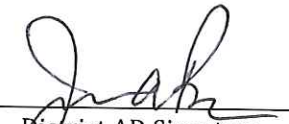
This application must be completed and approved by the school board prior to the start of any activity including pre-registration. Please include a prior year's camp flyer if you have one.

- |  |  |
|--|--|
| <p>1. <u>Dance Clinic</u><br/>Type of Camp</p> <p>3. <u>WHS Apple-Ettes</u><br/>Group Sponsoring Camp</p> <p>5. <u>Apple-Ettes</u><br/>Name of Clinician</p> <p>7. <u>Dec 9th</u><br/>Date(s) of Camp</p> <p>9. <u>K-5th grades</u><br/>Age (Grade) of Participants</p> <p>11. <u>0</u><br/>Anticipated Number of Male Campers</p> | <p>2. <u>Fundraiser</u><br/>Purpose of Camp</p> <p>4. <u>Wenatchee High School</u><br/>Camp Location</p> <p>6. <u>1101 Millerdale, Wenatchee</u><br/>Address of Clinician</p> <p>8. <u>1 Session</u><br/>Number &amp; Types of Sessions</p> <p>10. <u>\$35</u><br/>Cost Per Participant</p> <p>12. <u>50-60</u><br/>Anticipated Number of Female Campers</p> |
|--|--|

13. Is the insurance/liability statement to the parent/legal guardian included on the pupil registration form?  
 Yes       No

Lynsey Loudon  
Camp Sponsor Signature  
November 10, 2016  
Date of Signature

  
Building Principal Signature  
11/14/16  
Date of Signature

  
District AD Signature  
11/14/16  
Date of Signature

## School Board Section

\_\_\_\_\_ Approved

\_\_\_\_\_ Rejected

Reason for Rejection:

\_\_\_\_\_

\_\_\_\_\_ WSD Administrative Signature

\_\_\_\_\_ Date



# WENATCHEE LEARNS

---

# STRATEGIES

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



# FACILITY PROJECTS

---

# UPDATES

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

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

**All contracts require school board approval.**

The **only** authorized signatures on a contract are *Brian 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?
11/16/16	Revision 7	WLK Joint Venture	WES CIP - Change Order No. 7 to contract between WLK Joint Venture and WSD dated 8/03/15.	\$72,062	upon approval to December 2016	<u>Gregg Herkenrath / David Zeitlin</u>		No. Increase PO 842140015 2 by \$72,062.00	This is decided at the district office.
				<b>Budget Code</b>		I have read this contract and recommend it for board approval. <i>GH</i>			
				20 E 530 1416 21 7000 100		Initial <u>11-16-16</u> Date			

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

Agency Name WLK Joint Venture  
 Attention: Attn: Tom Hansen / Jeramie Keeble  
 Street address or PO Box PO Box 2785  
 City, State, Zip Code Spokane, WA 99220  
 Email Address thansen@walkerconstructioninc.com  
 Phone Number (509) 535-3354

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

If this is a revision, what has changed?

This Change Order No. 7 has eight (8) changes. Seven (7) changes are construction related coordination activities and one (1) is an owner requested item. Seven (7) are additive costs to the contract and one (1) is a deductive cost to the contract. See the architect's narrative attached herewith.

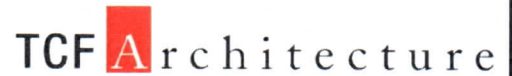
**Be sure to follow state bid requirements as outlined in RCW 28A.335.190**

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

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



**CHANGE ORDER**



PROJECT NAME: **Washington Elementary School**

CHANGE ORDER NO.: **7**

C.O. DATE: **11/1/2016**

TO CONTRACTOR: **WLK Joint Venture  
1803 East Springfield Avenue  
Spokane, WA 99202**

CONTRACT DATE: **8/3/2015**

THE OWNER: **Wenatchee School District #246**

ARCHITECT'S 2014-001  
PROJECT NO.:

THE ARCHITECT: **TCF Architecture PLLC**

**The Contract is changed as follows:**

ITEM	DESCRIPTION	ADD OR DEDUCT	AMOUNT
CCD 052	Revise courtyard drain	Add	\$7,813.00
CCD 058	Widen wood slat panel at Proscenium	Add	\$1,367.00
CCD 064	RFI 123 Unistrut pipe rack support system	Add	\$13,051.00
CCD 065	Disconnect for garbage disposal	Add	\$482.00
CCD 074	Misc structural steel charges	Add	\$11,139.00
CCD 077	Move furniture from old WES to new WES	Add	\$37,886.00
CCD 079	Delete type 3 luminaire	Deduct	(\$1,417.00)
CCD 082	Change pendants in Library Reading Corner	Add	\$1,741.00
<b>TOTAL AMOUNT FOR THIS CHANGE ORDER</b>		<b>ADD</b>	<b>\$72,062.00</b>

**SUMMARY**

The original Contract Sum was	\$24,071,602.03
Net change by previously authorized Change Orders	\$488,147.00
The Contract Sum prior to this Change Order was	\$24,559,749.03
The Contract Sum will be increased by this change order	\$72,062.00
The new Contract Sum including this Change Order will be	\$24,631,811.03

The Contract Time will be unchanged.

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

**ARCHITECT**

TCF Architecture PLLC  
902 N 2nd Street  
Tacoma, WA 98403

By:   
Gerry Pless

Date: 11/9/16

**OWNER**

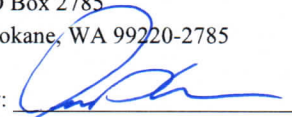
Wenatchee School District  
325 Sunset Avenue  
Wenatchee, WA 98801

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

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

**CONTRACTOR**

WLK Joint Venture  
PO Box 2785  
Spokane, WA 99220-2785

By:   
Jeramie Keeble

Date: 11/3/16

November 1, 2016

Re: **Washington Elementary School Replacement  
Change Order No. 7 Narrative**  
Wenatchee School District

Below is a brief description of each of the construction change directives (CCD's) which make up Change Order No. 7

**CCD052 \$7,813**

- Due to changing the Life Skills Playground surface from grass to a playground pad on concrete the grades were revised and two area drains added to drain off rain water.

**CCD058 \$1,367**

- The mechanical grille at the right side of the Proscenium opening was moved to the right to be clear of a column in the wall .The wood slat panels at each side of the Proscenium opening at the Platform were widened to conceal the mechanical grille.

**CCD064 \$13,051**

- The building Area D hydronic piping was designed to hang from the roof joists. Due to it weighing approximately 1200 pounds every 8 feet, a unistrut support had to be attached to the CMU wall with posts down to the concrete floor. The pipe rack was attached to the unistrut in lieu of hanging from the roof joists.

**CCD065 \$482**

- The disconnect for the garbage disposal was not within line of sight of the disposal. The electrical connections were revised to provide a disconnect under the counter near the garbage disposal.

**CCD074 \$11,139**

- This CCD addresses the following scopes of work
  - RFI 087 – An alternate detail was requested to attach the steel pan deck to the wide flange beam at grids L and N.
  - RFI 069 – Structural support was added at the overhang at the roof deck in Area A and B. The support was not addressed in the bid documents.
  - RFI 085 – Due to conflicts with the connection of the operable supports and alternate structural support was provided.
  - RFI 131 – Where the Kindergarten roof meets the main building roof the wall terminated in a wedge that was too small for siding to be installed. The detail was revised to provide a sheetmetal closure at the wedge.
  - RFI 136 – The drawings called for the air handling units (AHU) to be hung from the roof structure but didn't provide a hanger detail. A detail was provided to add structure to connect the AHU hangers to as needed.
  - RFI 027 – Due to a conflict between a concrete wall and steel beam preventing the beam from being centered. The beam was notched and a ledger added.
  - ASI 030 – Alternate structural details were added per the request of the contractor.

**CCD077 \$37,886**

- This CCD was issued for the cost to move furniture from old Washington Elementary School to the new Washington Elementary School.

**CCD079 \$(1,417)**

- Three light fixtures including poles, conduit, wire and base at the SE corner of CRLC were deleted and a credit provided to the District.

**CCD082 \$1,741**

- The light fixtures selected for the Reading Corner in the Library were too tall. The fixtures were changed to a shorter fixture.



## 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?
11/15/16	Revision 3	Smith Excavation	Change Order #3 to contract dated June 22, 2016	29398.11	June 22, 2016 thru Spring 2017	<u>Gregg Herkenrath</u>		No. Increase PO 842150015 4 by \$29,398.11	This is decided at the district office.
				<b>Budget Code</b>					
				1611 12 7000 300 1626 12 7000 300 1627 12 7000 300					
						I have read this contract and recommend it for board approval. <u>GH</u> Initial <u>11-16-16</u> Date			

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

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

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

If this is a revision, what has changed?

Change Order #3 includes seven (7) changes. All are owner requested items and all are additive to the contract amount.

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

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

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

PORTABLES PADS and RELATED INFRASTRUCTURE CONSTRUCTION PROJECT  
CHANGE ORDER NO. 3

November 14, 2016

SITUATION

Change Order No. 3 is attached for your review. The change order includes seven (7) changes to the construction contract for the Portables Pads and Related Infrastructure Construction project. All seven (7) were owner requested items. All seven (7) changes are additive to the construction contract.

The cost of the changes from Change Order No. 3 is within the budget established for this project. The total for change orders to date is 12.00% of the construction contract amount.

<u>Original Construction Contract Amount</u>	\$995,000.00
<u>Current Change Order</u>	
Change Order No 3	\$29,398.11
<u>Total Change Orders</u>	
Change Order 1, 2 and 3	\$119,885.57
<u>Contract Amount including this Change Order</u>	\$1,114,885.57

RECOMMENDATION

The Board of Directors approves Change Order No. 3 to Smith Excavation, Inc. for the Portables Pads and Related Infrastructure Construction Project in the amount of \$29,398.11 increasing the contract amount to \$1,114,885.57.



# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> 1626 Wenatchee High School 1101 Millerdale Avenue Wenatchee, Washington 98801  WestSide High School 1510 9 <sup>th</sup> Street Wenatchee, Washington 98801  Columbia Elementary School 600 Alaska Street Wenatchee, WA 98801	<b>CHANGE ORDER NUMBER:</b> 003  <b>DATE:</b> November 10, 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>HILL INTERNATIONAL:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Smith Excavation, Inc P.O. Box 284 Cashmere, Washington 98815	<b>ARCHITECT'S PROJECT NUMBER:</b> 1626  <b>CONTRACT DATE:</b> June 22, 2016  <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

Per CCD 6, dated July 26, 2016; ADD: \$4,103.62

To Architectural drawing WS-A1.3:

1. Provide additional landscaping at WestSide High School as indicated in site plan.

Per CCD 12R, dated September 9, 2016; ADD: \$5,683.08

To WestSide High School site:

1. Repair conduit and wire to irrigation system.
2. Repair parking lot lights.

Work to be performed on a time and material basis.

Per CCD 21, dated October 25, 2016; ADD: \$321.30

To Columbia Elementary School site:

1. Repair electrical outlet for heat tape.

Per CCD 24, dated September 29, 2016; ADD: \$1,717.36

To All Sites:

1. To prevent surface water from entering the electrical vaults, asphalt berms will be place around the vaults. Cold patch will be done for vaults that are already in use and hot mix for vaults for the future portables. Hot mix berms will be use around the outside of the portables that are already set to keep water from running underneath.

Per CCD 25, dated September 29, 2016; ADD: \$3,266.63

To All Sites:

1. Install cast iron clean out castings over future power stubs.

Per CCD 28, dated October 19, 2016; ADD: \$5,356.80

To Columbia Elementary School site:

1. Replace ATS and E. Panel bucket in MDP:
  - 1.00 60amp fusible disconnect with fuses
  - 4.00 1" steel flex
  - 2.00 1" plastic bushing
  - 2.00 1" jake insert flex connector
  - 65.00 6 thhn stranded copper
  - 1.00 60amp 3phase 250V bucket with filler & finger kit.



Per CCD 29, dated October 25, 2016; ADD:  
To Wenatchee High School site:

\$8,949.32

1. Add 3 ea. Area Drains and 2 separate runs of trench drain (one at 17' and one at 27' in length). These were put in the area of where the main ramp and the ADA ramp converge on the existing sidewalk.

TOTAL ADDITION:

\$29,398.11

The original Contract Sum was	\$	995,000.00
The net change by previously authorized Change Orders	\$	90,487.46
The Contract Sum prior to this Change Order was	\$	1,085,487.46
The Contract Sum will be increased by this Change Order in the amount of	\$	29,398.11
The new Contract Sum including this Change Order will be	\$	1,114,885.57

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 November 10, 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)

Smith Excavation, Inc  
CONTRACTOR (Firm name)

Wenatchee School District No. 246  
OWNER (Firm name)

240 North Wenatchee Avenue  
Wenatchee, Washington 98801  
ADDRESS

P.O. Box 284  
Cashmere, Washington 98815  
ADDRESS

235 Sunset Avenue  
Wenatchee, Washington 98801  
ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Mr. Tom Bassett  
(Typed name)

Gordon Smith  
(Typed name)

(Typed name)

11-10-2016  
DATE

11-15-16  
DATE

DATE



Date: November 16, 2016  
To: Board of Directors  
From: Lindee Akers  
Re: Phase 2 Capital Facilities Update

## MEMORANDUM

This update will be in verbal form by Superintendent Frones. There are no handouts for the board packet at this time. Let me know if you have any questions.

Thank you,  
Lindee



# **DISTRICT POLICY**

---

## **UPDATES**

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

**Objective 4.1 Continuous Improvement of Service  
Quality**



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

**3000\_\_ Policy Series Review**

Policy	Title	Suggested Action	District Recommendation	Rationale
3115	Homeless Students	Essential	Approve	Removed Foster students added some details as well as clarifying Language Access requirements
3115P	Homeless Students	FYI		Added lots of detail concerning process – things we were already doing, but now is in procedure
3116	Students in Foster Care	Priority	Approve	New policy, now separate from Homeless Student policy 3115.
3116P	Students in Foster Care	FYI		Essentially the same procedures as 3115.
3240	Student Conduct	Essential	Approve	Minor changes and a paragraph concerning keeping students engaged while serving discipline sanctions
3240P	Student Conduct	FYI		Significant changes reflecting revisions in RCWs and the focus on keeping students in school
				November 2016

## HOMELESS STUDENTS: ENROLLMENT RIGHTS AND SERVICES

To the extent practical and as required by law, the district will work with homeless students and their families to provide ~~stability in school attendance and other services~~ them with equal access to the same free, appropriate public education (including public preschool education) provided to other students. Special attention will be given to ensuring the enrollment and attendance of homeless students not currently attending school as well as mitigating educational barriers to their academic success. Additionally, the district will take reasonable steps to ensure that homeless students are not stigmatized in a separate school or in a separate program within a school on the basis of their homeless status.

Homeless students will be provided district services for which they are eligible, including Head Start and comparable pre-school programs, Title I, similar state programs, special education, bilingual education, vocational and technical education programs, gifted and talented programs and school nutrition programs.

Homeless students are defined as lacking a fixed, regular and adequate nighttime residence, including:

- A. Sharing the housing of other persons due to loss of housing or economic hardship, **or similar reason**;
- B. Living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations;
- C. Living in emergency or transitional shelters;
- D. Are abandoned in hospitals;
- ~~E. Awaiting foster care placement;~~
- F. Living in public or private places not designed for or ordinarily used as a regular sleeping accommodations for human beings;
- G. Living in cars, parks, public spaces, abandoned buildings, substandard housing, transportation stations or similar settings;
- H. Migratory children living in conditions described in the previous examples.

The superintendent shall designate an appropriate staff person to be the district's **McKinney-Vento** liaison for homeless students and their families. **The liaison may simultaneously serve as a coordinator for other Federal programs, provided that they are able to carry out the duties listed in the procedure that accompanies this policy.**

If the district has identified more than ten unaccompanied youth, meaning youth not in the physical custody of a parent or guardian and including youth living on their own in any of the homeless situations described in the McKinney-Vento Homeless Education Act, the principal of each middle and high school building will establish a point of contact for such youth. The point of contact is responsible for identifying homeless and unaccompanied youth and connecting them with the district's homeless student liaison. The district's homeless student liaison is responsible for training the building point of contact.

~~According to the child's or youth's best interest, to the extent feasible homeless students will continue to be enrolled in their school of origin while they remain homeless or until the end of the academic year in which they obtain permanent housing. Instead of remaining in the school of origin, parents or guardians of homeless students may request enrollment in the school in which attendance area the student is actually living, or other schools.~~ In making a determination as to which school is in the

homeless student's best interest to attend, the district will presume that it is in the student's best interest to remain enrolled in their school of origin unless such enrollment is against the wishes of a parent, guardian, or unaccompanied youth. Attendance rights by living in attendance areas, other student assignment policies, or intra and inter-district choice options are available to homeless families on the same terms as families resident in the district.

If there is an enrollment dispute, the student shall be immediately enrolled in the school in which enrollment is sought, pending resolution of the dispute. The parent or guardian shall be informed of the district's decision and the reasons therefor, (or informed if the student does not qualify for McKinney-Vento, if applicable) and their appeal rights in writing and in a language they can understand. The district's liaison will carry out dispute resolution as provided by state policy. Unaccompanied youth will also be enrolled pending resolution of the dispute.

Once the enrollment decision is made, the school shall immediately enroll the student, pursuant to district policies. However, enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, including academic records, medical records, proof of residency, mailing address or other documentation or denied or delayed due to missed application deadlines or fees, fines, or absences at a previous school.

If the student does not have immediate access to immunization records, the student shall be admitted under a personal exception. Students and families should be encouraged to obtain current immunization records or immunizations as soon as possible, and the district liaison is directed to assist. Records from the student's previous school shall be requested from the previous school pursuant to district policies. Emergency contact information is required at the time of enrollment consistent with district policies, including and in compliance with the state's Address Confidentiality Program when necessary. However, emergency contact information cannot be demanded in a form or manner that constructs a barrier to enrollment and/or attendance at school.

Homeless students are entitled to transportation to their school of origin or the school where they are to be enrolled. If the school of origin is in a different district, or a homeless student is living in another district but will attend his or her school of origin in this district, the districts will coordinate the transportation services necessary for the student, or will divide the costs equally.

The district's liaison for homeless students and their families shall coordinate with local social service agencies that provide services to homeless children and youths and their families; other school districts on issues of transportation and records transfers; and state and local housing agencies responsible for comprehensive housing affordability strategies. This coordination includes providing public notice of the educational rights of homeless students where such children and youth receive services under the McKinney-Vento Act, such as schools, family shelters and soup kitchens. The notice must be disseminated in a manner and form that parents, guardians and unaccompanied youth receiving such services can understand, including, if necessary and to the extent feasible, in their native language. The district's liaison will also review and recommend amendments to district policies that may act as barriers to the enrollment of homeless students and will participate in professional development and other technical assistance activities, as determined by the state-level (OSPI) coordinator for homeless children and youth programs.



The superintendent will:

- Strongly encourage district staff, including substitute and regular bus drivers to annually review the video posted on the OSPI website on identification of student homelessness;
- Strongly encourage every district-designated homeless student liaison to attend trainings provided by the state on identification and serving homeless youth. Ensure that the district includes in materials provided to all students at the beginning of the school year or at enrollment, information about services and support for homeless students (i.e., the brochure posted on the OSPI website).
- Use a variety of communications each year to notify students and families about services and support available to them if they experience homelessness (e.g., distributing and collecting an annual housing intake survey, providing parent brochures directly to students and families, announcing the information at school-wide assemblies, posting information on the district’s website).

Cross References:	Board Policy 3120 Board Policy 3231 Board Policy 3413  <a href="#">Board Policy 3116</a> <a href="#">Board Policy 4218</a>	Enrollment Student Records Student Immunization and Life-Threatening Conditions <a href="#">Students in Foster Care</a> <a href="#">Language Access Plan</a>
Legal References:	RCW 28A.225.215  RCW 28A.320.145 Title I, Part C 20 U.S.C. 6301 et seq.  42 U.S.C. 11431 et seq. Chapter 28A.320 RCW	Enrollment of children without legal Residences Support for homeless students No Child Left Behind Act, 2002 <del>No Child Left Behind Act</del> Elementary and Secondary Education Act of 1965 as amended by the Every Students Succeeds Act (ESSA). McKinney-Vento Homeless Assistance Act Provisions applicable to all districts (new section created by 3SHB 1682, 2016 legislative session).
Management Resources:	Posters and Other Materials for Community Outreach - OSPI Policy News, October 2002 Policy News, October 2004 Policy News, December 2014 Policy News, July 2016 <a href="#">Policy News, November 2016</a>	

Adopted: 08.11.03  
Wenatchee School District  
Revised: 09.08.09; 2/22/11, 10/15, 9/16, [12/16](#)

**A. Definitions:**

1. **Homeless Children and Youth** means individuals who lack a fixed, regular, and adequate nighttime residence. This includes children and youth who are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason, living in motels, parks or campgrounds; or children or youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a sleeping accommodation by human beings; or children or youth living in cars, abandoned buildings or substandard housing or similar situations; or migratory children because they are living in circumstances like those described above. “Substandard housing” may be determined by considering factors such as whether the setting in which the child or youth is living lacks water, electricity or heat; is infested with vermin or mold; lacks a working kitchen or toilet, or presents unreasonable dangers to adults, children or persons with disabilities. Cities, counties and states have varying housing codes that further define housing deemed substandard by law.
2. **Unaccompanied Youth** means a youth not in the physical custody of a parent or guardian and includes youth living on their own in any of the homeless situations described in the McKinney-Vento Homeless Education Act.
3. **School of Origin** means the school or preschool that a child or youth attended when permanently housed, or the school in which the child or youth was last enrolled. When a child or youth completes the final grade level served by the school of origin, the school of origin includes the designated receiving school at the next grade level for all feeder schools.
4. **Best Interest Determination** means that the district must make school placement decisions for homeless students and youths on the basis of their best interest, as determined by student-centered factors including impact of mobility on achievement, education, health and safety. Priority should be given to the request of the child or the parent/guardian or unaccompanied youth. Placement of siblings should also be considered.
5. **Excess cost of transportation** means the difference between what the district normally spends to transport a student to school and the cost of transporting a homeless student to school. For example, there is no excess cost of transportation if the district provides transportation to a homeless student by a regular bus route. However, if the district provides special transportation to a homeless student (e.g. by private vehicle or transportation company), the entire cost would be considered excess costs of transportation. The additional cost of the district’s re-routing of busses to transport a homeless student can be considered excess cost of transportation. The district may use McKinney-Vento subgrant funds and Title I, Part A funds to defray excess cost of transportation for homeless students.

**B. Identification**

The district will:

1. Use a housing questionnaire in its enrollment process. The questionnaire will be distributed universally so as to avoid stigmatizing homeless children and youths and their families;
2. Ensure that referral forms used to identify and support homeless students are accessible and easy to use;
3. Include its homeless liaison’s contact information on its website;
4. Provide materials for homeless students and parents, if necessary and to the extent feasible, in their native language;

5. As practicable, provide annual guidance for school staff on the definition of homelessness, signs of homelessness, the impact of homelessness on students and steps to take when a potentially homeless student is identified, including how to connect the student with appropriate housing and support service providers;
6. Develop interagency partnerships to serve homeless families and youths; and
7. Work with the state homelessness coordinator to facilitate services to families and youths made homeless by natural disasters or other catastrophic events.

**C. Placement and Enrollment:**

**The district will:**

1. When deciding placement, presume that allowing the homeless student to remain in their school of origin is in the student's best interest, except when doing so is contrary to the request of the student's parent or guardian or unaccompanied youth;
2. If the parent/guardian contests the district's decision, make a best interest determination based on factors such as the impact of mobility on the student's educational achievement, health and safety. If the best interest determination is requested by an unaccompanied youth, the process will give priority to the views of the youth;
3. After conducting a best interest determination, provide to the parent/guardian of the student in a timely manner and in a language they can understand, a written explanation of the final decision and the right to appeal the decision (see Dispute Resolution Procedure, below);
4. Pending resolution of disputes that arise over eligibility, school selection or enrollment, immediately enroll a homeless student in the school in which the parent, guardian or unaccompanied youth seeks enrollment;
5. Avoid delay or denial of enrollment of homeless students, even if they have missed application or enrollment deadlines during any period of homelessness or are unable to produce records required for enrollment (e.g. previous academic records, immunization records, health records, proof of residency, proof of guardianship, birth certificates);
6. Avoid requirements for student contact information to be in a form or manner that creates a barrier for homeless students;
7. Provide transportation for homeless students to their school or preschool of origin. Once the student has obtained permanent housing, the district will continue to provide such transportation until the end of the academic year. If the homeless student remains in their school of origin but begins living in an area served by another district, the district of origin and the district in which the homeless student is living must agree upon a method to apportion the responsibility and cost for the student's transportation to and from their school of origin. If the district cannot reach agreement, the responsibility and costs for transportation will be shared equally;
8. Continue to provide transportation to their school of origin pending the outcome of enrollment or transportation disputes;
9. Immediately contact the school last attended by the homeless student to obtain relevant academic and other records;

~~10. The district will consider the best interest of the child in enrollment decisions;~~

~~11. The district shall not deny or delay enrollment of homeless students;~~

~~12. The district's need for student contact information shall not be in a form or manner that constructs a barrier for homeless students. For example, homeless students may not be excluded for failure to have a mailing address or emergency contact information;~~

~~13. The district's liaison shall:~~

- ~~• Ensure that public notice is disseminated where homeless children receive services;~~

- ~~• The district's liaison shall assure that students are identified by school personnel, enrolled in school and have a full and equal opportunity to succeed; and~~
- ~~• The district liaison shall inform parents and guardians of educational and related activities and inform parents of transportation services.~~

#### **D. District's Homeless Liaison**

The district liaison will ensure that:

1. Homeless children and youths are identified by school personnel and through coordination of activities with other entities and agencies;
2. Homeless children and youths enroll in and have a full and equal opportunity to succeed in school;
3. Homeless families, children and youths receive educational services for which such families, children and youths are eligible, including Head Start and Even Start programs and preschool programs administered by the district and referrals to health care services, dental services, and other appropriate services;
4. The parents of guardians of homeless children and youths are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
5. Public notice of the educational rights of homeless children and youths is disseminated where such children receive services (e.g. schools, family shelters, soup kitchens);
6. Enrollment disputes are mediated in accordance with Paragraph C, Placement and enrollment, above;
7. The parent of guardian of a homeless child or youth, and any unaccompanied youth, is fully informed of all transportation service, including transportation to the school of origin and is assisted in accessing transportation to the school selected;
8. Unaccompanied youths are enrolled in school, have opportunities to meet the same challenging state academic standards as the state establishes for other children and youths, are informed of the status as independent students under section 480 of the Higher Education Act of 1965 (HEA) (20 U.S.C. 1087vv) for federal student aid purposes, and their right to receive verification of this status from the local liaison;
9. Barriers that prevent homeless students from receiving credit for full or partial coursework satisfactorily completed while attending a prior school are identified and removed;
10. Affirm whether homeless students meet the U.S. Department of Housing and Urban Development (HUD) definition of homelessness to qualify them for HUD homeless assistance programs and refer homeless families and students to housing and other services;
11. Assist parents, guardians, and unaccompanied youth in obtaining immunizations, health screenings, guardianship records and other documents normally required for enrollment; and
12. Assist unaccompanied youths in connecting with needed supports such as housing assistance, health care and other services.

The district will inform school personnel, service providers and advocates working with homeless families of the duties of the district homeless liaison.

#### **E. Dispute Resolution Procedure**

The District shall ensure that the child/youth attends the school in which they sought enrollment while the dispute process is being carried out.

##### **1. Notification of Appeal Process**

If the district seeks to place a homeless child in a school other than the school of origin or the school



requested by the parent, the school district shall inform the parent of the right to appeal. The district shall provide the parent with written notice including:

- a. An explanation of the child's placement and contact information for the district and OSPI homeless liaison, including their roles;
- b. Notification of the parent's right to appeal(s);
- c. Notification of the right to enroll in the school of choice pending resolution of the dispute;
- d. A description of the dispute resolution process including a petition form that can be returned to the school to initiate the process and timelines; and
- e. A summary of the federal legislation governing placement of homeless students (McKinney-Vento Act).

## **2. Appeal to the School District Liaison – Level I**

If the parent or unaccompanied youth disagrees with the district's placement decision, they may appeal by filing a written request for dispute resolution with the school, the district's homeless liaison or a designee. If submitted to the school, it will be immediately forwarded to the homeless liaison. The request for dispute resolution must be submitted within fifteen business days of receiving notification of the district's placement.

The liaison must log the complaint including including a brief description of the situation and reason for the dispute and the date and time of the complaint was filed.

- a. A copy of the complaint must be forwarded to the liaison's supervisor and the Superintendent.
- b. Within five business days of the receiving the complaint, the liaison must provide the parent with a written decision and notification of the parent's right to appeal.
- c. The district will verify receipt of the Level I decision; and
- d. If the parent or unaccompanied youth wishes to appeal, notification must be provided to the district liaison within ten business days of receipt of the level one decision. The liaison shall provide the parent with an appeals package containing:
  - i. The complaint filed with the district liaison at Level I,
  - ii. The decision rendered at Level I; and
  - iii. Additional information provided by the parent and/or homeless liaison.

## **3. Appeal to the School Superintendent – Level II**

The parent or unaccompanied youth may appeal the district's liaison's decision to the Superintendent or the Superintendent's designee using the appeals package provided at Level I.

- a. The Superintendent will arrange for a personal conference to be held with the parent or unaccompanied youth within five business days of receiving the Level I appeals package.
- b. Within five business days of the conference with the parent or unaccompanied youth the Superintendent will provide that individual with a written decision with supporting evidence and notification of their right to appeal to OSPI.
- c. The district will verify receipt of the Level II decision;
- d. A copy of the Superintendent's decision will be forwarded to the district's homeless liaison.
- e. If the parent or unaccompanied youth wishes to appeal to OSPI, notification must be provided to the district homeless liaison within ten business days of receipt of the Level II decision.

## **4. Appeal to the Office of the Superintendent of Public Instruction – Level III**

- a. The district superintendent shall forward a copy of the Level II decision and all written documentation to the OSPI homeless liaison within five days of rendering a decision. The district will submit the entire dispute package to the OSPI in one complete package by U.S. mail;

- b. The OSPI's homeless education coordinator or designee, along with the appropriate agency director, and/or agency assistant superintendent will make a final decision within fifteen business days of receiving the appeal;
- c. OSPI's decision will be forwarded to the district's homeless liaison. The liaison will distribute the decision to the parent or unaccompanied youth and the local superintendent.
- d. OSPI's decision will be the final resolution for placement of a homeless child or youth in the district.
- e. The district will retain the record of all disputes, at each level, related to the placement of homeless children.

### **5. Inter-District Disputes**

If districts are unable to resolve a dispute regarding the placement of a homeless student, either district may submit a written request to OSPI seeking resolution. OSPI will resolve the dispute within 10 business days of notification of the dispute and inform all interested parties of the decision.

07.10.07, 09.08.09, 10/15, [12/16](#)

## Students in Foster Care

The board recognizes that students in foster care experience mobility in and out of the foster care system and from one home placement to another that disrupts their education, thereby creating barriers to academic success and on-time graduation. Through collaboration with state, local and/or tribal child welfare agencies, the district will strive to minimize or eliminate educational barriers for students in foster care, particularly with regard to enrollment, transfer of student records, and transportation to their school of origin. The superintendent or designee is authorized to establish procedures and/or practices for implementing this policy.

### **Point of contact**

The superintendent or designee will designate an appropriate staff member to serve as the district's point of contact for local child welfare agencies if such agencies notify the District in writing that they have designated a point of contact for the District. The point of contact will work with appropriate state, local and/or tribal child welfare agencies to receive notifications and share information regarding the status and progress of students in foster care. The point of contact will also work collaboratively with the district's Title I coordinator to provide supports for students in foster care that are enrolled or seeking to enroll in the district.

### **Enrollment**

Whenever practical and in the best interest of the child, children placed into foster care will remain enrolled in the school they were attending upon entering foster care. When a determination of the student's best interest is necessary, it will take into account a number of factors as described in the procedures that accompany this policy, including concern for the student's safety as well as the availability of supports for the student's educational success. Such a determination should involve a district representative, a representative of the appropriate child welfare agency, the student, and the student's biological and foster families, if reasonably feasible.

If remaining in the school of origin is determined not to be in the student's best interest, the district will immediately enroll that student in their new school. Enrollment may not be denied or delayed based on the fact that documents normally required for enrollment have not been provided.

A school may not prevent a student in foster care from enrolling based on incomplete information of any history of placement in special education, any past, current, or pending disciplinary action, any history of violent behavior, or behavior listed in RCW 13.04.155, any unpaid fines or fees imposed by other schools, or any health conditions affecting the student's educational needs during the ten (10) day period that the Department of Social and Health Services has to obtain that information. Upon enrollment, the district will make reasonable efforts to obtain and assess the child's educational history in order to meet the child's unique needs within two (2) school business days.

### **Records Transfer**

When a student in foster care transfers schools, whether within the district or to another school district, the enrolling school will immediately contact the sending school to obtain academic and other records. The sending school will respond as soon as possible to requests it receives for records of students in foster care.

Additionally, upon receipt of a request for education records of a student in foster care from the Department of Social and Health Services, the district will provide the records to the agency within two (2) school days.

### **Transportation**

By December 10, 2016, the district will collaborate with state, local or tribal child welfare agencies, as appropriate, to implement a written transportation procedure by which prompt, cost-effective transportation will be provided, arranged and funded for students to remain in their school of origin when in their best interest for the duration of their time in foster care.

The written procedure will ensure that if additional costs are incurred in providing transportation, the district will provide transportation to the school of origin if: 1) the child welfare agency agrees to reimburse the transportation; (2) the district agrees to pay for the cost of the transportation; or 3) the district and the child welfare agency agree to share transportation costs.

### **Dispute resolution**

In the event that a caregiver or education decision-maker disputes a district decision regarding the best interest of the student in foster care with regard to enrollment or the provision of any other education-related service, including transportation, the caregiver or education decision-maker may use the three-tiered appeals process outlined in the procedure that accompanies this policy. The district will make all reasonable efforts to collaborate with appropriate agencies and aggrieved parties to resolve the dispute at the local level.

In the event that a dispute occurs between the district and a child welfare agency with regard to issues that do not involve educational placement or the provision of educational services (e.g., transportation reimbursements, failure to collaborate), such disputes may be forwarded to the office of the superintendent of public instruction for resolution.

### **Review of unexpected or excessive absences**

A district representative or school employee will review unexpected or excessive absences of students in foster care and those awaiting placement with the student and adults involved with the student, including their caseworker, educational liaison, attorney if one is appointed, parent, guardian and foster parents. The purpose of the review is to determine the cause of the absences, taking into account: unplanned school transitions, periods of running from care, in-patient treatment, incarceration, school adjustment, educational gaps, psychosocial issues and unavoidable appointments during the school day. The representative or employee will take proactive steps to support the student's school work so the student does not fall behind and to avoid suspension or expulsion based on truancy.

### **Facilitating on-time grade level progression**

The district will: 1) waive specific courses required for graduation for students in foster care if similar coursework has been satisfactorily completed in another school district; or 2) provide reasonable justification for denial of the waiver. In the event the district denies a waiver and the student would have qualified to graduate from their sending school district, the district will make best efforts to provide an alternative process of obtaining required coursework so that the student may graduate on time.

The district encourages consolidation of unresolved or incomplete coursework and to provide students



in foster care with opportunities to accrue credit through classroom hours, correspondence courses, or portable assisted study sequence units designed for migrant high school students.

In the event a student is transferring at the beginning of or during their junior or senior year of high school and is ineligible to graduate after all alternatives have been considered, the district will work with the sending district to ensure the awarding of a diploma from the sending district if the student meets the graduation requirements of the sending district.

Cross References:	Board Policy 2418 Board Policy 3115  Board Policy Board Policy 3122 Board Policy 3231 Board Policy 6100	Waiver of High School Graduation Credits Homeless Students- Enrollment Rights and Services 3120 Enrollment Excused and Unexcused Absences Student Records Revenues From Local, State and Federal Sources
Legal References:	RCW 28A.150.510  RCW 28A.225.023  RCW 28A.225.215 RCW 28A.225.330  RCW 28A.320.192  RCW 74.13.550 20 U.S.C. 6301 et seq.	Transmittal of education records to department of social and health services – Disclosure of educational records – Data-sharing agreements Comprehensive needs requirement document – Report Youth dependent pursuant to Chapter 13.34 RCW - Review of unexpected or excessive absences Support for youth’s school work Enrollment of children without legal residences Enrolling students from other districts—Requests for information and permanently records— Withheld transcripts-Immunity from liability— Notification to teachers and security personnel— Rules On-time grade level progression and graduation of students who are dependent youth Child placement – Policy of educational continuity Elementary and Secondary Education Act of 1965 as amended by the Every Student Succeeds Act [ESSA]
Management Resources:	2016 - November Issue OSPI list of Foster Care Liaisons/DSHS Contacts	

Adopted 12/16  
Wenatchee School District

## Students in Foster Care

### Definitions

**Additional costs incurred in providing transportation** are those costs which reflect the difference between what the district would otherwise spend to transport a student to his or her assigned school and the cost of transporting a student in foster care to his or her school of origin. The district would, for example, incur an additional cost if it had no choice but to re-route busses to transport a student in foster care to one of its schools.

**Best interest determination** means using child-centered criteria for determining which educational setting is best for a particular child. Decisions should be made on a case-by-case basis and should not be based on the cost of transportation.

**Caregiver** means potential out-of-home placement options including licensed foster homes, relatives, group care providers or other court-ordered suitable parties. All placement options result from state dependency court actions. This term is relevant to the dispute resolution process for education-services decisions relevant to students in foster care.

**Educational decision-maker** means the caregiver and social worker listed on the Caregiver Authorization Form who are authorized to make day to day decisions for children and youth in foster care. Additional decision-makers such as the birth parent, education liaison or other appropriate adult may be court-appointed and identified on the Health and Education Authorization Court Order. This term is relevant to the dispute resolution process for enrollment and transportation decisions relevant to students in foster care.

**Foster care** means twenty-four hours per day temporary, substitute care for a child placed away from the child's parents or guardians, and for whom the Department of Social and Health Services (DSHS) or a licensed or certified child placing agency has placement and care responsibility. This includes any out-of-home care (including a relative or suitable person), provided the child is under the placement and care responsibility of DSHS, and placed in out-of-home care by DSHS.

**Other supervising agency** means an agency licensed by the state under RCW 74.15.090, or licensed by a federally recognized Indian tribe located in Washington under RCW 74.15.190 that has entered into a performance-based contract with the department to provide case management for the delivery and documentation of child welfare services as defined in RCW 74.13.020.

**School of origin** means the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement changes, the school of origin would then be considered the school in which the child is enrolled at the time of placement change.

### Duties of the foster care liaison

The superintendent or designee will designate a district foster care liaison to work with the district's Title I coordinator to provide supports for students in foster care. The liaison will also serve as the district's point of contact (POC) with appropriate state, local and/or tribal child welfare agencies to

receive notifications and share information regarding the status and progress of students in foster care.

The district foster care liaison will:

- Collaborate with the district's Title I coordinator and the appropriate child welfare agency point of contact on the implementation of Title I provisions;
- Lead the development of a district process for making a best interest determination;
- Document all best interest determination processes as well as collaboration with the child welfare agency or agencies;
- Facilitate the transfer of records and immediate enrollment;
- Facilitate data sharing with child welfare agencies that is in compliance with FERPA and other student privacy legal requirements;
- Develop and coordinate local transportation procedures;
- Manage transportation costs disputes;
- Ensure that students in foster care are enrolled in and regularly attending school;
- Coordinate all appeals of education-based decisions for students in foster care and district appeals of inter-agency disputes; and
- As resources permit, provide guidance to school staff on Title I provisions and educational needs of students in foster care on an as-needed basis.

### **Enrollment in school of origin**

When the district foster care liaison receives notification from a child welfare agency that a foster care student will be moving to a new residence and the necessary timeframe for determining the student's most appropriate school placement, the district liaison/designee will in turn provide the agency with information on the appropriateness of the current educational setting. In order to minimize disruption to their education, students in foster care will be enrolled in or remain in their school of origin unless it is determined that such placement is not in the student's best interest.

### **Best interest determination**

In the event that the student's placement in the school of origin is questioned, the district's foster care liaison will meet with the child welfare agency's point of contact, the student, and, if feasible, the student's biological and foster family to determine whether the placement is in the student's best interest. The following list includes, but is not limited to, factors that should be considered:

Preference of the student;

- Preference of the student's parents or education decision makers;
- The student's attachment to the school, including meaningful relationships with staff and peers;
- Placement of the student's sibling(s);
- Influence on the school climate of the child (including safety);
- The availability and quality of services in school to meet the child's educational and socio-emotional needs;
- History of school transfers and their impact on the student;
- Length of commute and how it would impact the student based on their developmental stage;
- Whether the student is eligible to receive special education or related services under IDEA or eligible to receive related aids or services under Section 504 and, if so, the availability of those services in a school other than the school of origin; and

- Whether the student is receiving ELL services and, if so, the availability of those services in school other than the school of origin.

The best interest determination will be made promptly after the child welfare agency's notification of placement to the district. All meeting participants will receive written notification of the outcome.

Additionally, the caregiver or education decision-maker for the student will receive notice of the appeals process (see Dispute Resolution Process below) after the best interest determination. Only a caregiver or education decision-maker for the student may file an appeal using the Dispute Resolution Process.

### **Dispute resolution process: Disputes between the district and the student's caregiver/education decision-maker.**

#### **Level One**

The student's caregiver or education decision-maker may dispute the district's best interest determination, transportation decision, or the provision of any other education-related service for a student in foster care. They may do so by providing the district or the district's foster care liaison with written notice of the dispute within fifteen (15) business days of receiving notice of the district's determination (e.g., that the district intends to enroll the student in a school other than the school of origin or the school requested by the caregiver or the education decision-maker).

Please reference the Wenatchee School District website for the name and contact information of the district foster care liaison.

The notice of dispute, if provided to the district, will be immediately forwarded to the foster care liaison, or, if that person is unavailable, another designee. The liaison will log receipt of the notice (including the date and time), and then forward a copy of this documentation to their immediate supervisor and the superintendent or designee.

The liaison will make a decision on the dispute within five (5) business days of receipt and inform the caregiver or educational decision-maker in writing of the result. The following documents will be included with the decision in an "appeals package":

- A copy of the original notice of dispute;
- Any additional information from the caregiver or educational decision-maker and/or foster care liaison; and
- Instructions on appealing the decision to Level II.

The liaison will verify receipt of the written decision by the caregiver or education decision-maker.

#### **Level Two**

If the caregiver or education decision-maker disagrees with the decision of the foster care liaison, he or she may appeal the decision to the superintendent or his/her designee (who must be someone other than the foster care liaison). He or she may do so by providing the superintendent's office with a copy of the Level I appeals package within ten (10) business days of their receipt of the Level I decision.



Within five (5) business days of the notification to the district that the caregiver or education decision-maker intends to appeal, the superintendent or designee will arrange to meet within a reasonably expeditious time period either in-person or through phone/video conference with the student's caregiver or educational decision-maker, the student if appropriate, and at least one representative from DSHS or another supervising agency. If it is not possible for the DSHS or other supervising agency representative to be present within a reasonable time, the superintendent or designee will document their efforts to include the representative and proceed with the conference.

Within five (5) business days of the conference, the superintendent or designee will provide the caregiver or educational decision-maker with a written decision, supporting evidence, reasons for the decision and an appeals package that includes:

- A copy of the initial dispute filed at Level I and the Level I decision;
- The Level II decision rendered by the superintendent or designee;
- Any additional information from the caregiver or education decision-maker and/or foster care liaison;
- Instructions as to how to file a Level III appeal, including the physical address and email address of where to submit the dispute:

Foster Care Education Program Supervisor  
Old Capital Building  
PO Box 47200  
Olympia, WA 98504-7200  
fostercare@k12.wa.us

The district's foster care liaison will also be provided a copy of the Level II decision and appeals package. The liaison will be responsible for verifying receipt of the decision and appeals package by the caregiver or educational decision-maker.

### **Level III**

If the caregiver or education decision-maker disagrees with the decision of superintendent or designee, he or she may appeal the decision by notifying the district's foster care liaison within ten (10) business days of receipt of the Level II decision of their intent to file a Level III appeal.

The superintendent or designee will forward all written and electronic documentation to the OSPI Foster Care Education Program Supervisor or designee for review within five (5) business days of receiving notification of the caregiver or education decision-maker's intent to file a Level III appeal.

The caregiver or education decision-maker may also submit related documentation to the OSPI Foster Care Education Program Supervisor and the district's foster care liaison for review within five (5) business days after notifying the district of their intent to file a Level III appeal. The documentation must be submitted in one consolidated and complete package via email or the US Postal Service.

The OSPI Foster Care Education Program Supervisor or designee and appropriate DSHS representatives shall make a decision within fifteen (15) business days of receipt of the dispute. The decision will be forwarded to the district's foster care liaison for distribution to the caregiver or educational decision-maker, the DSHS representative engaged by the district at Level II and the superintendent. The decision shall be the final resolution for placement and the provision of services for a child or youth in foster care in the district.

The district will maintain records of disputes resolved at the Level I, Level II and/or Level III and shall be made available to OSPI upon request.

**Dispute Resolution Process: Disputes between the district and the child welfare agency**

In the event that the district and the child welfare agency are unable to resolve a dispute that does not involve educational placement or the provision of educational services to a student in foster care (e.g., failure to collaborate, transportation reimbursements, data sharing, records release policies), either party may forward the dispute in writing to the OSPI Foster Care Education Program Supervisor or designee.

Within ten (10) business days of receipt of the dispute, a written decision will be forwarded to the superintendent, the district's foster care liaison and the agency representative involved in the dispute. The decision shall be the final resolution for placement and the provision of services for a child or youth in foster care in the district.

## STUDENT CONDUCT

The board acknowledges that conduct and behavior is closely associated to learning. An effective instructional program requires a wholesome and orderly school environment. The board requires that each student adhere to the rules of conduct and submit to corrective action taken as a result of conduct violations. The rules of conduct are applicable during the school day as well as during any school activity conducted on or off campus. Special rules are also applicable while riding on a school bus.

Students are expected to:

~~A. Conform to reasonable standards of acceptable behavior;~~

A. Respect the rights, person and property of others;

B. Pursue the required course of study

C. Preserve the degree of order necessary for a positive climate for learning; and

D. Comply with district rules and regulations

E. Submit to the authority of staff and reasonable discipline imposed by school employees and respond accordingly.

The Board also recognizes that schools must take reasonable steps so that students who fail to adhere to the district’s rules and regulations and who receive discipline for such misconduct remain engaged or are effectively reengaged in their educational program.

The superintendent shall develop written rules of conduct which will carry out the intent of the board.

Cross References: Board Policy 6605  
Board Policy 3241

Legal References: RCW 28A.210.310  
RCW 28A.320.128  
RCW 28A.400.110  
RCW 28A.600.015, 020, 022, 040  
RCW 28A.635.060, 090, 100  
RCW 4.24.190  
RCW 9.41  
RCW 9.91.160  
RCW 9A.16.020  
WAC 392-400-205, 210, 215, 225, 226, 227, 233  
20 USC 7101 et. seq.

Management Resources: 2016 – July Issue  
2014 – August Issue  
2013 – September Issue

**Adoption Date: 09.27.05 Wenatchee School District Revised: 2/22/11, ??/16**

## Student Conduct Expectations and Reasonable Sanctions

### Student Conduct Expectations

As authorized by chapter 28A.600 RCW, the following procedure sets forth rights and conduct expectations for students, along with the sanctions that may be imposed for violations of such expectations. At all times, this procedure will be read consistent with federal statutes and regulations, state statutes, common law, and rules promulgated by the Washington Office of the Superintendent of Public Instruction. For procedures and legal requirements related to imposition of suspension and expulsion, see Policy and Procedure 3241, Classroom Management, Discipline and Corrective Action.

### Respect for the Law and the Rights of Others

The student is responsible as a citizen to observe the laws of the United States, the state of Washington, and local ordinances and laws. The student will respect the rights of others while in school, on school property, at all school activities, on district provided transportation or otherwise under school authority. ~~Students who involve themselves in criminal acts on school property, off school property at school supervised events, or off school property—and which acts have a detrimental effect upon the maintenance and operation of the schools or the District—are subject to disciplinary action by the school and prosecution under the law.~~

### Compliance with Rules

All Students will obey the written rules and regulations established for the orderly operations of the district and the reasonable requests, instructions, and directives of district personnel. For purposes of Policy 3240 and this procedure, the term "district personnel" includes all adults, including contractors and volunteers, authorized to supervise student activities. Failure to do so will be cause for disciplinary action. All students will submit to reasonable discipline by the school district and its representatives for violations of policies, regulations and rules.

### Student Rights

In addition to individual rights established by law and district policies, students served by or on behalf of the district will have the right to:

- High educational standards in a safe and sanitary building;
- Education consistent with stated district goals;
- Equal educational opportunity and in all aspects of the educational process freedom from discrimination based on economic status, pregnancy, marital status, sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability;
- Access to their own education records at reasonable school times upon request;
- Fair and just treatment from school authorities and freedom from mistreatment and physical abuse;
- Freedom from unlawful interference in their pursuit of an education while in the custody of the district;
- Security against unreasonable searches and seizures;
- The substantive constitutional rights listed in WAC 392-400-215, subject to reasonable limitations upon the time, place, and manner of exercising such rights consistent with the maintenance of an orderly and efficient educational process within limitations set by law, including the right to:
  - Freedom of speech and press,
  - Peaceably assemble
  - Petition the government and its representatives for a redress of grievances,
  - The free exercise of religion and to have their schools free from sectarian control or influence, and



- Participate in the development of rules and regulations to which they are subject and to be instructed on rules and regulations that affect them, including the periodic review and update of discipline rules, policies, and procedures;
- Establish appropriate channels to voice their opinions in the development of curriculum;
- Representation on advisory committees affecting students and student rights;
- Present petitions, complaints, or grievances to school authorities and the right to prompt replies;
- Consult with teachers, counselors, administrators and other school personnel at reasonable times;
- Be involved in school activities, provided they meet the reasonable qualifications of the sponsoring organization;
- Free election of their peers in student government and the right to hold office;
- Know the requirements of the course of study, be informed about and know upon what basis grades will be determined;
- Citizenship privileges as determined by the United States and Washington State Constitution and its amendments; and
- Annual information pertaining to the district's rules and regulations regarding students, discipline and rights.

### **Scope of District Authority**

Students who involve themselves in acts that have a detrimental effect on the maintenance and operation of the school or the school district; criminal acts; and/or violations of school rules and regulations, may be subject to disciplinary action by the school and prosecution under the law. The rules will be enforced by school officials:

- On school grounds during and immediately before or immediately after school hours;
- On school grounds at any other time when school is being used by a school group(s) or for a school activity;
- Off school grounds at a school activity, function, or event;
- Off the school grounds if the actions of the student materially or substantially affects or interferes with the educational process; or
- In school-provided transportation, or any other place while under the authority of school personnel.

### **Disruptive Conduct**

A student will not intentionally cause substantial and/or material disruption of any school operations. The following illustrate the kinds of offenses that are prohibited:

- Intentionally obstructing normal pedestrian or vehicular traffic on a school campus;
- Intentionally obstructing the entrance or exit of any school building or room in order to deprive others of passing through;
- Causing a disturbance or disruption on school grounds, at school activities, or on district-provided transportation, including substantially interfering with any class or activity;
- Cheating or disclosure of exams;
- Defiance of school personnel by;
- Disobedience of reasonable requests, instruction, and directives of school personnel;
- Refusal to leave an area when instructed to do so by school personnel;
- Refusing a reasonable request to identify oneself to district personnel (including law enforcement officers) while under the supervision of the school; and
- Refusal to cease prohibited behavior;
- Disruptive and/or dangerous use of motor vehicles or conduct on a school bus that endangers students;
- Extortion, theft, forgery;
- Fighting: Fighting and instigating, promoting, or escalating a fight, as well as failure to disperse. Engaging in any form of fighting where blows are exchanged is prohibited, regardless of who initiated the fight. This prohibition includes hitting, slapping, pulling hair, biting, kicking, and scratching or any other acts in which a student intentionally inflicts or attempts to inflict injury on another;
- Gambling or encouraging other students to gamble;
- Gang-related behavior, association, and/or affiliation (see Policy 3241);
- Harassment of others;

- Inappropriate dress or appearance (see Policy 3224);
- Trespassing on school property or school transportation at a time or place the student's presence is not permitted;
- Occupying a school building or school grounds in order to deprive others of its use;
- Preventing students from attending class or school activities;
- Use or possession of tobacco;
- Using any object in a dangerous manner;
- Intentionally defacing or destroying the property of another.

### **Exceptional Misconduct**

Exceptional misconduct is a violation of rules so serious in nature and/or so disruptive as to warrant an immediate short-term or long-term suspension. Exceptional misconduct includes the following (*District note - include types of misconduct that qualify as exceptional misconduct approved by board following recommendation by superintendent and representative ad hoc citizens committee*):

- Arson;
- Assault, if the assault involves
- Injury to another;
- Bodily fluids; or
- A weapon;
- Commission of any crime on school grounds, or the commission of a crime or other dangerous conduct anywhere that indicates the student's presence on school grounds poses a danger to other students or staff;
- Cumulative violations;
- Causing intentional, substantial damage or destruction to school property or the property of another on school grounds or at school activities;
- Dangerous use of motor vehicles on school grounds or at school activities, or endangering students on a school bus;
- Disruption of the school program by bomb scares, false fire alarms, firecrackers, etc.;
- Extortion;
- Fighting: Fighting and instigating, promoting, or escalating a fight, as well as failure to disperse. Engaging in any form of fighting where physical blows are exchanged is prohibited, regardless of who initiated the fight. This prohibition includes hitting, slapping, pulling hair, biting, kicking, choking, and scratching or any other acts in which a student intentionally inflicts or attempts to inflict injury on another;
- Harassment/intimidation/bullying of others;
- Knowingly possessing stolen property;
- Possession, use, sale, or delivery of illegal or controlled chemical substances, including marijuana or substances containing marijuana and alcoholic beverages, as well as possession of items reasonably determined to be drug paraphernalia as used or possessed;
- Presence on school property or at a school activity following the consumption or use elsewhere of an alcoholic beverage or a controlled substance, including marijuana;
- Sexual misconduct on school grounds, at school activities, or on school provided transportation;
- Theft on school grounds, at school activities, on school provided transportation, or of school property at any time;
- Threats of violence to other students or staff;
- Use or possession of dangerous weapons, including firearms, airguns, knives, nun-chu-ka sticks, throwing stars, stun guns, explosives and other weapons prohibited by state law and Policy 3241.

### **Guidelines for Sanctions**

Chapter 392-400 WAC contains the following restrictions for suspensions:

- Kindergarten through grade four - No student in grades kindergarten through four shall be subject to short-term suspensions for more than a total of ten school days during any single semester or trimester as the case may be, and no loss of academic grades or credit shall be imposed by reason of the suspension of such a student.
- Grades five and above program - No student in grade five and above program shall be subjected to short-term suspension for more than a total of fifteen school days during any single semester or ten school days during any single trimester, as the case may be.

In all cases where sanctions are imposed, a reasonable effort to contact parents or guardians will occur prior to, or contemporaneous with, the imposition of the sanction, in addition to any written notice required by law. When a school administrator has good and sufficient reason to believe that a student’s presence poses an immediate and continuing danger to the student, other students or school staff, or an immediate and continuing threat of substantial disruption of the educational process, immediate emergency removal or emergency expulsion may be appropriate. (See Policy 3241, Classroom Management, Discipline and Corrective Action)

In conjunction with the following sanction guidelines, administrators may also consider any alternative form of corrective action—including programs intended to lessen the time of exclusion from class attendance—which has been approved by the Board of Directors and/or Superintendent. The district encourages the use of alternative forms of correction action when possible and practicable in light of the duty to maintain safe and orderly school environments conducive to student learning.

In addition to school sanctions, administrators should determine whether restitution for damage or injury should be considered.

**Implementing the Guidelines for Sanctions**

It is presumed that school administrators will sanction a student for the following offenses within each listed standard range, beginning at the presumptive sanction and determining whether mitigating or aggravating factors warrant a sanction higher or lower within the standard range. School administrators are expected to use their professional judgment and experience when assigning students sanctions and will, to the best of their abilities, attempt to apply these sanctions to all similarly-situated students in a fair and equitable manner. The administrator’s judgment and discretion will carefully balance the duty to maintain order and discipline in a safe school environment, the appropriate corrective action needed to address the student’s misconduct, and the student’s long-term educational success.

**The sanctions below do not prohibit administrators from considering approved alternatives to out-of-school suspension or expulsion, including in-school suspension.** The standard range for each offense does not prohibit a school administrator from exceeding the range, up to and including expulsion, if sufficient aggravating factors warrant such corrective action or if the threat of danger or substantial disruption supports an emergency expulsion under WAC 392-400-295.

**ARSON:**

For purposes of school discipline, “arson” means any intentional or reckless setting of a fire or other burning of personal or public property. “Reckless” means that the student understood, but acted with disregard for, the consequences of his or her conduct.

**STANDARD SANCTION:**

- |             |  |
|-------------|--|
| Elementary: | Emergency Expulsion/Long-Term Suspension |
| Secondary:  | Emergency Expulsion/Long-Term Suspension |

**MITIGATING FACTORS:**

- No prior documented misconduct
- Minimal damage
- Little potential of harm

- Student's intent or purpose
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Student attempted, but failed to or was prevented from, carrying out the conduct

**AGGRAVATING FACTORS:**

- Significant damage
- Potential of serious harm
- Intent or purpose in setting fire
- Previous discipline record of student warranting progressive sanctions
- The student's presence on campus is determined to be a threat to the safety of others.

**ASSAULT ON STUDENT:**

For purposes of school discipline, "assault" means actual or attempted hitting, striking or other wrongful physical contact inflicted on another either directly or indirectly through an object. For verbal threats, see Harassment, Intimidation, and Bullying.

**STANDARD SANCTION:**

Elementary:	Short-Term Suspension
Secondary:	Short-Term Suspension

**MITIGATING FACTORS:**

- No prior documented misconduct
- Minimal injury or damage
- Student was primarily acting defensively, but facts do not support a conclusion that the student's conduct was clearly reasonable self-defense as set forth below
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct

**AGGRAVATING FACTORS:**

- Serious actual or potential injury
- Use of an object or weapon
- Premeditated conduct
- Multiple students assaulting a single student
- Prior assault(s), threat(s), harassment, or bullying by the student against the same victim
- Exceptional severity or cruelty
- Conduct is motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of the victim
- Conduct is motivated by actual or perceived gang rivalry or affiliation
- Previous discipline record of student warranting progressive sanctions

**REASONABLE SELF-DEFENSE:**

It is expected that a student must always first retreat from any threat of harm and/or contact an adult staff member for assistance before engaging in any type of physical response to an assault. However, an administrator may decide not to subject a student to discipline if, following a reasonable investigation, the administrator determines that all of the following are true:

- A student who is being assaulted or witnesses another student being assaulted acts only in a manner that is defensive and protective of himself/herself or others;
- The student is acting in a manner that a building administrator determines is reasonable and necessary in light of the circumstances; and



- The student did not instigate, provoke, or promote the violence by his or her words or conduct immediately prior to the assault.

A reasonable physical response to an assault may include holding the assailant's hands or arms to prevent the assault, or pulling two fighting students apart and holding them until adult staff can arrive and intervene.

**MALICIOUS MISCHIEF/VANDALISM:**

For school discipline purposes, means the unauthorized, intentional damage to district property or the property of others (other than arson, above).

**STANDARD SANCTION:**

Elementary: School Discipline/Short Term Suspension  
 Secondary: School Discipline/Short Term Suspension  
 Restitution will usually be required.

**MITIGATING FACTORS:**

- No prior documented misconduct
- Minimal damage
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Subsequent remedial steps, including restitution to district or victim of misconduct

**AGGRAVATING FACTORS:**

- Significant damage in extent or cost
- Similar previous conduct
- Previous discipline record of student warranting progressive sanctions
- Property defaced with:
  - Lewd or obscene words or imagery
  - Words or imagery containing slurs or negative reference to the race, color, national origin, gender, sexual orientation, gender expression, or disability of others
  - Gang words or imagery

Note: Under RCW 28A.635.060 (1), the school district may withhold the grades, diploma, and transcripts of a pupil responsible for intentional damage or loss to the property of the district, a contractor of the district, an employee, or another student until the pupil or the pupil's parent or guardian has paid for the damages. If a student has been suspended or expelled, the student may not be readmitted until the student or parents or legal guardian has made payment in full, or until the superintendent directs otherwise. If the property damaged is a school bus owned and operated by the district, a student suspended for the damage may not be permitted to enter or ride any school bus until the student or parent or legal guardian has made payment in full or until directed otherwise by the superintendent.

When the pupil and parent or guardian are unable to pay for the damages, the school district will provide a program of voluntary work for the pupil in lieu of the payment of monetary damages. Upon completion of the voluntary work the grades, diploma, and transcripts of the pupil shall be released. The parent or guardian of the pupil is liable for damages as otherwise provided by Washington state law.

**DEFIANCE OF SCHOOL AUTHORITY:**

Refusal to obey reasonable requests, instructions, and directives of any school personnel, including volunteers or contractors working for the school. Defiance includes dress or appearance in violation of Policy 3224 that the student either refuses to correct at the directive of a school administrator, or that is a persistent and repeated violation of Policy 3224. Defiance of school authority can also include intentional disruptive behavior.

**STANDARD SANCTION:**

Elementary: School Discipline  
Secondary: School Discipline

**MITIGATING FACTORS:**

- No prior documented misconduct
- Student's age and/or inability to understand potential consequences of the conduct
- Subsequent action taken by student to make amends for misconduct with school personnel

**AGGRAVATING FACTORS:**

- Part of a pattern of similar misconduct
- Previous discipline record of student warranting progressive sanctions
- Substantial disruption to learning of others caused by student's defiance
- Student attempts to solicit or incite others to engage in defiant behavior
- Use of lewd, obscene, or profane language directed towards supervising school personnel
- Conduct is motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of school personnel

**DRUGS/ALCOHOL AND OTHER PROHIBITED CHEMICAL SUBSTANCES:**

~~A student shall not knowingly possess, use, transmit, be under the influence of, or show evidence of having used any alcoholic beverage, illegal chemical substance or opiate, or tobacco product.~~ The possession, consumption, use, storage, or distribution of drugs (including marijuana/cannabis), alcohol, and other similar chemical substances on school grounds, at school activities, or on district-provided transportation is prohibited. For purposes of student conduct expectations:

- This section applies to any controlled substance, medication, stimulant, depressant, or mood altering compound, including simulated compounds intended to produce intoxication or euphoria, whether or not such compounds have been designated a controlled substance by state or federal law;
- This section applies to marijuana or substances containing marijuana;
- This section applies to legally-prescribed drugs which a student is nevertheless not lawfully authorized to possess on school grounds, at school activities, or on district-provided transportation;
- This section applies to students who enter school grounds, school activities, or district-provided transportation following the unlawful use or consumption of drugs, alcohol, and other similar chemical substances, including students who appear to be under the influence of such substances; and
- This section applies equally to the possession or use of paraphernalia or other items used to possess, consume, store, or distribute drugs, alcohol, and/or other illegal chemical substances, including marijuana or substances containing marijuana.

**STANDARD SANCTION:**

Elementary: Short Term/Long-Term Suspension  
Secondary: Short Term/Long-Term Suspension

**MITIGATING FACTORS:**

- Little or no prior documented misconduct
- A significantly small amount of substance
- Student's age and/or inability to understand potential consequences of the conduct
- Momentary or transient handling of the item
- Admitted or self-reported conduct
- Student believed that he or she was authorized to possess a lawfully-prescribed drug on campus

- Evidence that there was no intent to use, consume, or distribute the substance on school grounds, district-provided transportation, or at school activities.

**AGGRAVATING FACTORS:**

- Previous discipline record of student warranting progressive sanctions
- A relatively large amount of substance that would reasonably exceed anticipated single use
- Evidence of sophistication or pre-planning
- Evidence of distribution or intent to distribute prohibited substances
- The substance is heroin or another similar opiate (including methadone, oxycodone, etc.), cocaine, methamphetamine, or a similar substance designated as a level one or level two controlled substance with the potential for significant harm and addiction
- Distribution has been to multiple students
- Conduct is related to gang affiliation

Generally, a suspension for possession, use, or consumption should not exceed ten (10) days, and a suspension for distribution should not exceed twenty (20) days. A suspension for secondary students in either case should not fall below three (3) days.

An expulsion may be imposed for such conduct when sufficient aggravating circumstances are present and in consultation with the superintendent or the superintendent’s designee. Emergency expulsion may be imposed when the student’s conduct meets the requirements of WAC 392-400-295.

In all cases in which a student possesses or is distributing on school grounds, at school activities, or on district-provided transportation a substance prohibited under this section that is also a violation of the law, a report will be made by school officials to law enforcement.

**FIGHTING OR FIGHTING INVOLVEMENT:**

Includes instigating, promoting (including promotion by presence as a spectator), and escalating a fight, as well as the failure to disperse at the scene of a fight.

SANCTIONS: See Assault

**GANG CONDUCT:**

~~A student shall not knowingly engage in gang activity including but not limited to gang clothing, signs, tattoos or symbols while on school grounds. A gang is a group of three or more persons with identifiable leadership which on an ongoing basis, regularly conspires and acts in concert mainly for criminal purposes.~~

For school discipline purposes includes:

- The creation, display, or communication of gestures, language, imagery, or symbols as defined below commonly associated with gang culture
- The promotion of gang culture and/or gang violence, and/or
- The solicitation or recruitment of gang members.

Gang imagery and symbols include, but are not limited to:

- Apparel (including shoelaces, bandanas, belts, or hats) which by virtue of color, arrangement, trademark, symbol, or any other attributes indicate or imply gang membership or affiliation
- Displays of gang affiliation on personal belongings including clothing, school assignments, notebooks, body, etc.

STANDARD SANCTION:

Elementary: School Discipline/Short-Term Suspension  
Secondary: School Discipline/Short-Term Suspension

**MITIGATING FACTORS:**

- No prior documented misconduct
- Student’s age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Subsequent remedial steps, including restitution for property damaged or defaced with gang imagery, symbols, or language

**AGGRAVATING FACTORS:**

- Similar previous conduct
- Concerted action with other students or non-students
- Gang conduct in connection with other misconduct prohibited elsewhere by this procedure, including but not limited to assault, harassment, intimidation, bullying, theft, and the possession of weapons
- Previous discipline record of student warranting progressive sanctions

Expulsion or Long-term suspension for gang conduct alone, absent any other misconduct, may only occur under extraordinary circumstances following consultation with the Superintendent or Superintendent’s designee.

**HARASSMENT, INTIMIDATION OR BULLYING:**

For school discipline purposes, “harassment, intimidation and bullying” includes:

- Intentional hurtful, threatening, or intimidating verbal and/or physical conduct in violation of district policy 3207 and procedure 3207P;
- Unsolicited or unwelcome verbal or physical conduct that is harassing or intimidating that can be of a sexual, religious, racial or ethnic nature, or based on disability;
- A threat to cause bodily injury, property damage, or to cause the physical confinement or restraint of the person threatened, or any other act causing substantial harm to the physical or mental health of the person threatened.

**STANDARD SANCTION:**

Elementary: School Discipline  
Secondary: Short-Term/Long Term Suspension

**MITIGATING FACTORS:**

- No prior documented misconduct
- Student’s age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Subsequent action taken by student to make amends for misconduct with the victim

**AGGRAVATING FACTORS:**

- Threat of serious injury
- Use of an object or weapon
- Premeditated conduct
- Part of a pattern of similar misconduct against the same victim
- Prior assault(s) threat(s), harassment, or bullying by the student against the same victim
- Exceptional severity or cruelty
- Conduct is motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of the victim
- Conduct is motivated by actual or perceived gang rivalry or affiliation



- Previous discipline record of student warranting progressive sanctions

**LEWD, OBSCENE, OR PROFANE LANGUAGE, GESTURES OR MATERIALS:**

~~Any lewd, indecent or obscene act or expression is prohibited.~~ For purposes of school discipline, this includes, but is not limited to, lewd, obscene or profane language, gestures or materials that are unrelated to authorized school curriculum. Prohibited “materials” includes digital or electronic text, images, or sounds that are possessed, displayed, or transmitted while under the supervision of school authorities.

**STANDARD SANCTION:**

- Elementary: School Discipline ~~other than Suspension~~
- Secondary: School Discipline ~~other than Suspension~~

**MITIGATING FACTORS:**

- No prior documented misconduct
- Student’s age and/or inability to understand potential consequences of the conduct
- Subsequent action taken by student to make amends for misconduct

**AGGRAVATING FACTORS:**

- Part of a pattern of similar misconduct
- Previous discipline record of student warranting progressive sanctions
- Substantial disruption to learning of others caused by student’s defiance
- Student attempts to solicit or incite others to engage in behavior
- Conduct is motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of school personnel

Any conduct under this section that could constitute a criminal act will be reported to law enforcement. Any conduct under this section that involves the use of district resources or equipment may result in the loss or restriction of a student’s use of district systems, resources, or equipment.

**TARDINESS:**

Schedule a conference or conferences with the custodial parent or guardian and student, at a time reasonably convenient for all, for the purpose of analyzing the causes of the student’s tardiness. Take steps to eliminate the tardiness, including adjusting the student’s school program, or school/course assignment. *(District Note: Tardiness is a discretionary discipline offense under RCW 28A.600.015 that cannot result in long-term suspension or expulsion.)*

**THEFT/STEALING:**

Possession of another person’s or district property, regardless of value, without the person’s permission with the intent to deprive the owner of such property. As part of the sanction, restitution will usually be required.

**STANDARD SANCTION:**

- Elementary: School Discipline
- Secondary: Short-Term Suspension
- Restitution will usually be required if property is not recovered and returned.

**MITIGATING FACTORS:**

- No prior documented misconduct
- Property returned to victim
- Student’s age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Subsequent remedial steps, including restitution to district or victim of misconduct

**AGGRAVATING FACTORS:**

- Significant damage in extent or cost
- Similar previous conduct
- Previous discipline record of student warranting progressive sanctions
- Conduct is motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of the victim
- Conduct is motivated by gang affiliation

Note: Under RCW 28A.635.060 (1), the school district may withhold the grades, diploma, and transcripts of a pupil responsible for intentional damage or loss to the property of the district, a contractor of the district, an employee, or another student until the pupil or the pupil's parent or guardian has paid for the damages. If a student has been suspended or expelled, the student may not be readmitted until the student or parents or legal guardian has made payment in full, or until the superintendent directs otherwise. If the property damaged is a school bus owned and operated by the district, a student suspended for the damage may not be permitted to enter or ride any school bus until the student or parent or legal guardian has made payment in full or until directed otherwise by the superintendent.

When the pupil and parent or guardian are unable to pay for the damages, the school district will provide a program of voluntary work for the pupil in lieu of the payment of monetary damages. Upon completion of the voluntary work the grades, diploma, and transcripts of the pupil shall be released. The parent or guardian of the pupil is liable for damages as otherwise provided by Washington state law.

**TOBACCO/NICOTINE PRODUCTS - USE OR POSSESSION:**

Students may not participate in smoking, use of tobacco products or products containing nicotine, or possess tobacco products on the school premises or at school-sponsored functions.

**Elementary Students**

See sanctions for Defiance of School Authorities

**Secondary Students**

First Offense: Complete Drug/Alcohol Packet. [Refusal or failure to complete the Drug/Alcohol Packet shall be considered to be a tobacco related offense for which students may receive school discipline sanctions as set forth in Defiance of School Authorities]

Second Offense: Complete Drug/Alcohol Packet and receive School Discipline. [Refusal to complete the Drug/Alcohol Packet shall be considered to be a tobacco related offense for which students may receive school discipline that includes short-term suspension].

Third Offense: Complete the Drug/Alcohol Packet and receive School Discipline. [Refusal to complete the Drug/Alcohol Packet shall be considered to be a tobacco related offense for which students may receive school discipline that includes short-term suspension].

**TRUANCY:**

See Policy and Procedure 3122.

**WEAPONS:**

This section addresses the possession or use of actual weapons in violation of district policy 4210, including firearms, dangerous weapons, and other items listed within that policy. This includes when a student acts with malice as defined under RCW 9A.04.110 and displays a device that appears to be a firearm. Objects and conduct that fall outside of Policy 4210 should be addressed under other sections, as appropriate.

**PRESUMPTIVE STANDARD SANCTION:**

Elementary: Emergency Expulsion/Suspension

Secondary: Emergency Expulsion/Suspension  
SANCTION FOR FIREARM AT SCHOOL: Emergency Expulsion (see below)

MITIGATING FACTORS:

- No prior documented misconduct
- No injury or damage caused
- No evidence that student intended to display or use the weapon
- The weapon is a small pocketknife with a blade 3 inches or less
- Student's age and/or inability to understand potential consequences of the conduct
- Admitted or self-reported conduct
- Student offers credible evidence that he or she had the weapon for legitimate purposes away from school and unintentionally brought the object to school

AGGRAVATING FACTORS:

- Previous discipline record of student warranting progressive sanctions
- Student used the weapon in furtherance of an assault, to intimidate another, cause injury, and/or to cause physical damage to property
- Student displayed, activated or discharged the weapon in a reckless manner
- Evidence of premeditation
- Display or use of the weapon was motivated by perceived race, color, national origin, gender, sexual orientation, gender expression, disability, or any similar actual or perceived characteristic of a person intimidated or assaulted
- Conduct is motivated by actual or perceived gang rivalry or affiliation
- The weapon is an airgun or firearm.
- The object appears to be a firearm and the student displaying or using the object does so with malice

Any student who is determined to have carried a firearm or to have possessed a firearm on school premises, school-provided transportation, or school sponsored activities at any facility shall be expelled from school for not less than one year (12 months) under RCW 28A.600.420, with notification to parents and law enforcement. The district superintendent or the superintendent's designee is authorized to modify the expulsion of a student on a case-by-case basis.

The school district may also suspend or expel a student for up to one year if the student acts with malice as defined under RCW 9A.04.110 and displays a device that appears to be a firearm.

Expulsion may result based upon the administrator's judgment of the seriousness of the act or circumstances surrounding the act, and/or the previous record of the student.

Management Resources

2016 - July Issue

2014 - August Issue

Adopted: 9/05, 2/11, 12/16

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

To: Wenatchee School Board  
Brian Flonex, Superintendent

From: Les Vandervort, Chief Financial Officer

Date: November 4, 2016

Re: Enrollment Reports for **November 2016**

**Exhibit A** - Monthly Enrollments.

The **November 2016** count of K-12 students is **7,774.02 full-time equivalents (FTE)** including 209.47 FTE Running Start students (Running Start students are counted starting in October).

The *average* FTE is **7,771.60** which are **108.40** FTE below budgeted *average* FTE of 7,880.

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

Enrollment continues to shift around somewhat although it's generally stabilized. I don't see a significant increase (or decrease for that matter) in enrollment this year though. I expect a similar pattern of slow decreases throughout the year.

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

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

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



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

GRADE	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	AVERAGE	2016-17 AVG to BUD	
												BUDGET	DIFFERENCE
1/2 Day KINDERGARTEN	0.00	0.00	0.00								0.00	0	0.00
All-day Kindergarte	507.00	520.51	522.72								516.74	584	-67.26
FIRST	575.03	576.03	575.03								575.36	591	-15.64
SECOND	558.00	560.00	558.00								558.67	595	-36.33
THIRD	569.76	568.71	565.71								568.06	587	-18.94
FOURTH	535.89	538.89	540.17								538.32	550	-11.68
FIFTH	588.07	597.07	591.07								592.07	593	-0.93
SIXTH	542.51	544.51	544.25								543.76	535	8.76
SEVENTH	570.71	573.71	570.71								571.71	554	17.71
EIGHTH	530.36	532.34	524.34								529.01	530	-0.99
NINTH	586.36	588.73	591.13								588.74	590	-1.26
TENTH	620.88	614.48	618.48								617.95	630	-12.05
ELEVENTH	503.90	504.81	503.41								504.04	495	9.04
TWELFTH	456.77	459.20	456.49								457.49	515	-57.51
Kindergarten	507.00	520.51	522.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	516.74	584	-67.26
GRADES 1-5	2826.75	2840.70	2829.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2832.48	2,916	-83.52
GRADES 6-8	1643.58	1650.56	1639.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1644.48	1,619	25.48
GRADES 9-12	2167.91	2167.22	2169.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2168.21	2,230	-61.79
K-12 Subtotal	7145.24	7178.99	7161.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7161.91	7,349	-187.09
Running Start		218.01	209.47								213.74	155	58.74
Open Doors	71.00	83.73	92.73								82.49	135	-52.51
Alternative	303.79	326.27	310.31								313.46	241	72.46
<b>TOTAL</b>	<b>7,520.03</b>	<b>7,807.00</b>	<b>7,774.02</b>								<b>7,771.60</b>	<b>7,880</b>	<b>-108.40</b>

Exhibit A

**WENATCHEE SCHOOL DISTRICT NO. 246**

Yearly Average FTE Enrollment 2004-05 to Present

GRADE	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
KINDERGARTEN	281.17	294.44	325.23	256.86	116.96	122.84	112.17	133.51	116.35	76.00	80.90	20.80	0.00
ALL DAY KINDER				79.00	323.67	337.56	345.67	363.68	335.50	437.61	429.60	533.21	516.74
FIRST	597.44	551.22	583.11	639.86	591.49	571.00	587.64	542.76	617.63	575.55	620.01	596.50	575.36
SECOND	541.56	576.22	546.18	582.82	614.54	585.44	550.85	563.55	541.33	613.44	557.85	581.99	558.67
THIRD	502.93	532.89	577.61	517.25	576.33	618.96	588.12	545.74	549.19	566.04	606.64	547.60	568.06
FOURTH	583.44	493.07	522.99	574.31	529.02	569.18	614.14	576.66	536.59	546.98	571.30	593.90	538.32
FIFTH	555.03	593.47	486.97	531.43	578.29	536.22	560.76	607.33	573.57	544.19	560.36	539.50	592.07
SIXTH	550.39	557.45	620.13	510.27	559.34	622.04	549.62	590.30	649.06	589.00	543.32	554.94	543.76
SEVENTH	589.08	560.45	548.39	612.88	516.99	576.10	617.67	545.57	606.48	654.62	584.36	528.73	571.71
EIGHTH	611.02	588.62	554.19	539.08	613.53	539.12	574.79	625.61	552.01	620.59	644.19	584.41	529.01
NINTH	726.00	773.57	651.42	604.75	599.07	630.85	561.78	584.60	652.18	548.75	619.92	622.99	588.74
TENTH	487.57	504.76	620.21	596.66	569.28	548.37	611.61	545.59	570.70	620.98	553.04	599.52	617.95
ELEVENTH	534.76	488.48	524.59	569.84	527.16	591.15	593.50	625.30	562.71	568.94	573.12	536.48	504.04
TWELFTH	355.74	378.50	384.40	465.71	511.17	674.92	690.73	659.13	665.68	583.40	594.84	543.74	457.49
KINDERGARTEN	281.17	294.44	325.23	335.86	440.63	460.40	457.84	497.19	451.85	513.61	510.50	554.01	516.74
GRADES 1-5	2780.40	2746.87	2716.86	2845.67	2889.67	2880.80	2901.51	2836.04	2818.31	2846.20	2916.16	2859.49	2832.48
GRADES 6-8	1750.49	1706.52	1722.71	1662.23	1689.86	1737.26	1742.08	1761.48	1807.55	1864.21	1771.87	1668.08	1644.48
GRADES 9-12	2104.07	2145.31	2180.62	2236.96	2206.68	2445.29	2457.62	2414.62	2451.27	2322.07	2340.92	2302.73	2168.21
Total K-12	6916.13	6893.14	6945.42	7080.72	7226.84	7523.75	7559.05	7509.33	7528.98	7546.09	7539.45	7384.31	7161.91
Running Start	82.79	96.61	101.59	86.18	128.56	140.00	138.52	138.34	133.51	125.55	172.90	155.49	213.74
Skill Source/Open Door										89.23	89.98	101.14	82.49
Alternative												253.49	313.46
TOTAL	6998.92	6989.75	7047.01	7166.90	7355.40	7663.75	7697.57	7647.67	7662.49	7760.87	7,802.33	7,894.43	7771.60
Percent Change		-0.1%	0.8%	1.7%	2.6%	4.2%	0.4%	-0.6%	0.2%	1.3%	0.5%	1.2%	-1.6%

Exhibit B



WENATCHEE SCHOOL DISTRICT NO. 246				Current Month 2016-17 FTE Comparison to same month 2015-16				
School	November 2015	November 2016	increase (decrease)	Grade	November 2015	November 2016	increase (decrease)	
Columbia	467	437	-30	K	22	0	-22	
Lewis & Clark	463	482	19	ADK	533	523	-10	
Lincoln	517	502	-15	1	604	575	-29	
Mission View	527	544	17	2	579	558	-21	
Newbery	538	510	-28	3	545	566	21	
Sunnyslope	292	299	7	4	595	540	-55	
Washington	619	579	-40	5	545	591	46	
Elementary	3,423	3,353	-70		3,423	3,353	-70	
Foothills	627	586	-42	6	553	544	-9	
Orchard	389	429	40	7	525	571	45	
Pioneer	650	625	-25	8	588	524	-64	
Middle Schools	1,667	1,639	-27		1,667	1,639	-27	
WHS	2,018	1,843	-175	9	629	591	-38	
WSHS	239	276	37	10	609	618	10	
High Schools	2,257	2,119	-139	11	547	503	-44	
				12	574	456	-117	
Skill Source	8	3	-5		2,359	2,170	-189	
Skill Source/Open Door	106	86	-20					
Open Doors/Grad Alliance	0	7	7	Total Regular	7,448	7,162	-287	
Valley Academy	156	169	13					
WV Tech Ctr	199	190	-10					
Other Enrollment	469	454	-15	ALE	262	310	48	
Subtotal Enrollment	7,816	7,565	-251	Open Door	106	93	-13	
Running Start	157	209	53	Running Start	157	209	53	
Total Enrollment	7,973	7,774	-199		7,973	7,774	-199	
Juvenile Detention Center	9	11	2					
Special Ed	904	889	-15					

Exhibit C

### Enrollment 16-17

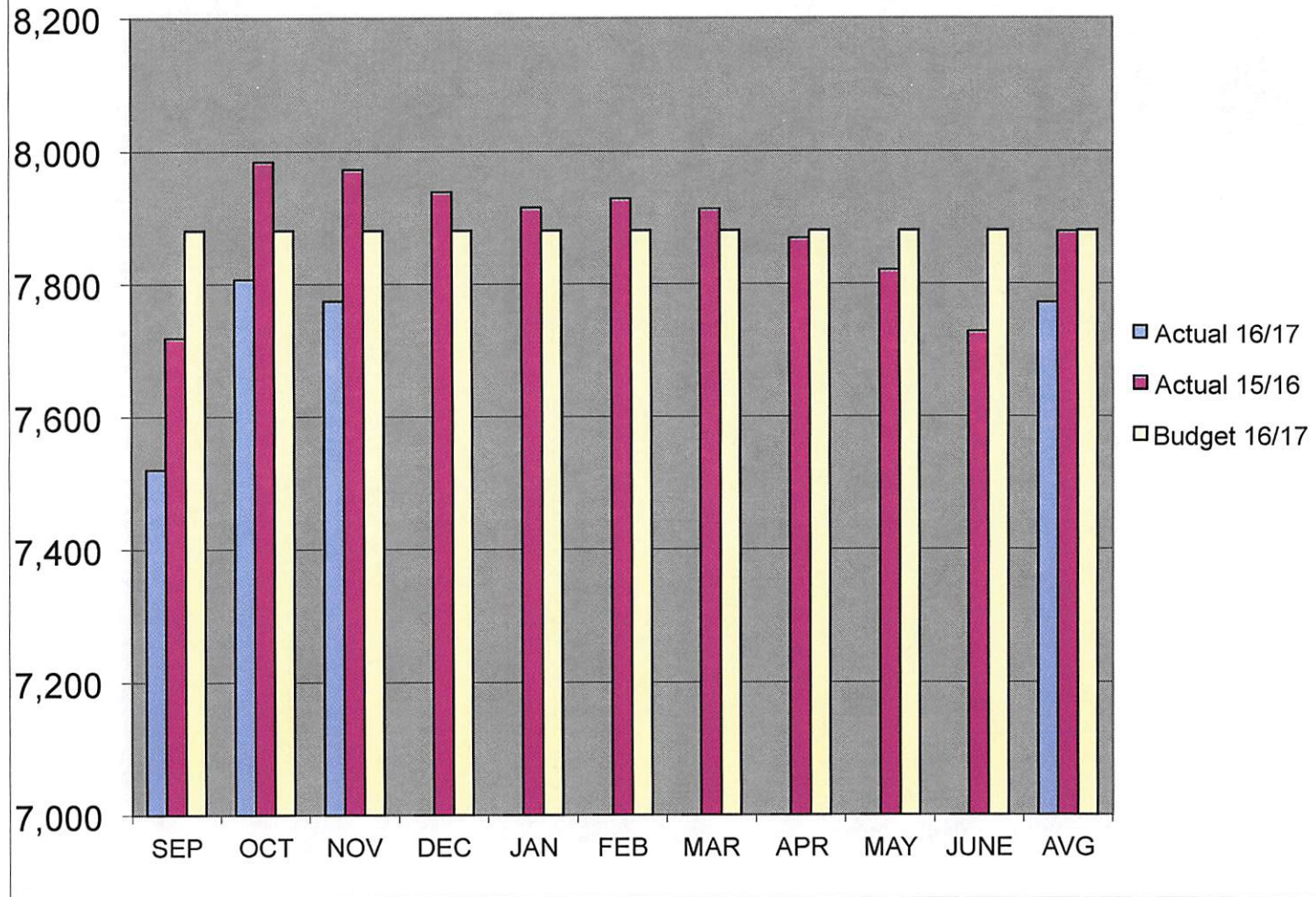


Exhibit D



Nov 2016

2016-2017 Enrollment

Official Count Day

	K	FTE	1	FTE	2	FTE	3	FTE	4	FTE	5	FTE	Head Total	FTE Total	
Columbia	61	61.00	79	78.03	80	80.00	75	75.00	63	63.00	80	80.00	438	437.03	
Lewis & Clark	81	81.00	90	90.00	84	84.00	84	83.76	72	72.00	71	71.00	482	481.76	
Lincoln	77	77.00	86	86.00	86	86.00	88	88.00	88	88.00	77	77.00	502	502.00	
Mission View	101	101.00	108	108.00	87	87.00	74	74.00	78	78.00	97	96.07	545	544.07	
Newbery	73	72.95	79	79.00	77	77.00	90	89.95	91	91.00	100	100.00	510	509.90	
Sunnyslope	39	39.00	43	43.00	50	50.00	54	54.00	53	53.00	60	60.00	299	299.00	
Washington	92	90.77	91	91.00	94	94.00	101	101.00	96	95.17	107	107.00	581	578.94	
<b>Total</b>	<b>524</b>	<b>522.72</b>	<b>576</b>	<b>575.03</b>	<b>558</b>	<b>558.00</b>	<b>566</b>	<b>565.71</b>	<b>541</b>	<b>540.17</b>	<b>592</b>	<b>591.07</b>	<b>3357</b>	<b>3352.70</b>	
<b>6</b>	<b>7</b>	<b>8</b>													
Foothills	184	183.51	220	219.02	183	183.00								587	585.53
Orchard	155	154.74	146	146.00	128	128.03								429	428.77
Pioneer	206	206.00	206	205.69	214	213.31								626	625.00
<b>Total</b>	<b>545</b>	<b>544.25</b>	<b>572</b>	<b>570.71</b>	<b>525</b>	<b>524.34</b>								<b>1642</b>	<b>1639.30</b>
<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>												
WHS	562	540.56	569	563.40	481	396.20	397	343.00						2009	1843.16
WSHS	20	19.97	50	47.70	61	59.72	151	148.15						282	275.54
<b>Total</b>	<b>582</b>	<b>560.53</b>	<b>619</b>	<b>611.10</b>	<b>542</b>	<b>455.92</b>	<b>548</b>	<b>491.15</b>						<b>2291</b>	<b>2118.70</b>
<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>												
Skillsource	0	0.00	3	2.60	0	0.00	0	0.00						3	2.60
<b>K</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>										
Valley Academy	26	13.00	18	17.80	20	19.80	27	27.00	21	21.00	18	18.00			
<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>											
	20	20.00	9	9.00	10	8.48	7	6.90	8	7.70					
Special Ed-Bldg 511													0	0.00	
<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>												
WVTSC	0	30.60	2	13.38	39	65.49	53	80.07						94	189.54
Running Start													239	209.47	
Open Doors - Skillsource	0	0.00	9	9.00	33	31.73	45	45.00						87	85.73
Open Doors - Grad Alliance	0	0.00	1	1.00	1	1.00	5	5.00						7	7.00
	0	0.00	10	10.00	34	32.73	50	50.00						94	92.73
													<b>7904</b>	<b>7773.72</b>	
													11	11.00	
Juvenile Detention Center	Age	FTE	Age	FTE	Age	FTE								889	889.00
Special Education	0-2	39.00	3-5	58.00	K-21	792.00									

	24 KINDER		24 GRADE 1		25 GRADE 2		25 GRADE 3		27 GRADE 4		27 GRADE 5			
	#		#		#		#		#		#			
Columbia	Dimova-West, R B	14	Ellis, Joe	20	Bentsen, Carolyn B	23	Heffron, Rebecca (mixe	18	Avila, Dahlia (mixed)	21	Cline, Gretchen	27	FTE 437.03 Head	
	Holland, Courtney	15	Lopez, Lizbeth B	14	Card-Roley, Laurie	18	Kniveton, Jenifer	19	Hetterle, Rachel	21	Hill, Courtney	27		
	Ryan-Kelzenberg (Shel)	16	McCarl, Megan	22	Vanatta (Shelt'd)	20	Lemus-Pulido, Anayss	19	Siepmann, Connie	21	Weaver, Katie	26		
	Wiggins, Cameron	16	Smith, Lynette	22	Weaver, Ryan	19	Searles, Rachel	19						
		61	Speech Only	1									80	438
Lewis & Clark	Jarvis, Oliva B	19	McGuire, Ana	23	Collins, Alanna	22	Black, Maria	21	Smoots, Fonda	24	Boyle, Heidi	23	FTE 481.76 Head	
	Limon, Donna	23	Navarro, Nancy B	23	Luna, Itzia B	21	Brandt, Theresa	22	Lopez, Daniz B	24	Sanchez, Juan	24		
	Springer, Megan	20	Savage, Sunny	23	Malloy, Juanita B	20	De La Mora B	20	Martinez, Eva	24	Sleeper, Tracie B	24		
	Yanez, Carmen B	19	Solis, Anelita B	21	Schmidt, Desiree	21	Nunez, Ginger	21						
		81		90		84		84		72		71	482	
Lincoln	Charles, Katie	19	Blankenship, Marea B	19	McKee, Nancy	22	Heinz, Teresa	22	Gaytley, Todd	22	Bullis, Jacob	18	FTE 502.00 Head	
	Clive, Cassandra	17	Hurt, Allison (Shelt'd)	22	Rodriguez, Christina B	20	Mason, Kristina	20	Guerrero, Marta	22	Ferson, Darrin	20		
	Gonsalez, Rocio B	19	Pattison, Lisa	21	Schmidt, Sandra	22	Nelson, Tessa	22	Mahler, Cynthia	21	Nicpan-Brown, Kristina	19		
	Smith, Candy (Shelt'd)	18	Robins, Jessica	22	Wilson, Carmen B	20	Williams, Dianna B	21	Parr, Kevin B	21	Williams, Jeffrey	18		
SpEd Noble	4	SpEd Noble	2	SpEd Noble	2	SpEd McFarland	3	SpEd McFarland	2	SpEd McFarland	2		2	
		77		86		86		88		88		77	502	
Mission View	Hepton, Tiffany	20	Berdine, Mary	21	Christensen, Jen B	21	Brown, Sarah	24	Avila, Armando B	19	Alto, Angie B	25	FTE 544.07 Head	
	Martinez, Lupe B	19	Chang Marr, Maria B	26	Hill, Carol	23	Chavez, Gabriela B	25	Avila, Mario B	19	Hall, Andrew	25		
	Mendoza, Liliانا	19	Montalvo, Patricia B	17	Martinez, Brandy	21	Savage, Tamara	25	Lewis, Lisa	19	Pass, Scott	25		
	Orozco Blanco, Eliza B	22	Morgan, Coni	22	Yanez, Socorro B	22			Wirth, Debra	21	Phelps, Theresa	22		
Valdovinos, Cari	21	O'Banion, Heidi	22										2	
		101		108		87		74		78		97	545	
Newbery	Cannan, Eric	2	Cannan, Eric	1	Cannan, Eric	1	Brooks, Ingrid B	21	Keene, Stephanie	21	Kniveton, Kyle B	25	FTE 509.90 Head	
	Fischer, Leticia	16	Arneson, Imelda B	18	Dundas, Cheri	19	Crollard, Debbie	21	Peterson, Tracy	22	London, Flora	24		
	Reyna-Smith, Soyla	18	Garza, Ashley	21	Morrell, Blake	17	Dickson, Kimberly	21	Schott, Robert B	22	Preuss, J. Austin	25		
	Vivanco, Matilde B	18	McLaughlin, Lori	19	Page, Brooke B	20	Gutierrez-Zamora B	23	Stubbe, Stephanie	24	Strozyk, Paula	24		
Wise, Jill	19	Woolsey, Tami	20	Riggan, Brooke	20	Cannan, Eric	4	Cannan, Eric	2	Cannan, Eric	2		2	
		73		79		77		90		91		100	510	
Sunnyslope	LeFebvre, S	20	Anspach, Julie	21	Howard, Jeri	25	Dalbeck, Abby	27	Baier, Erika	27	King/Morgan	20	FTE	
	Steitz, Lisa	19	Jansen, Kelli	22	Norwood/Gale	25	Martin, Peggy	27	Loomis, Meredith	26	Lammert, Amy	20	299.00	
											Weber, Karen	20	Head	
		39		43		50		54		53		60	299	
Washington	Arredondo, Zuly	23	Garcia/Wilkens	22	Anguiano, Stephanie	23	Bucholz, Heidi	25	Detwiler, Tamara	24	Christensen, Monika	27	FTE 578.94 Head	
	Connor, Michelle	21	Knell, Molly	23	Clayson, Wendi	24	McGinnis, Lance	26	Gillespie, Terry	23	Roche, Laura	26		
	Reiber, Erin	23	Larsen, Rebecca	23	Huson, Lynda	23	Reinfeld, Jill	25	Parr, Maia B	23	Sutton, Jana	27		
	Rodriguez, Melody	21	Oltman, Erin	22	Lake, Caroline	24	Williams, David	25	Smith, Jodee	23	Walsh, Tracy	26		
SpEd Cannan	2	SpEd Ptolemy	1	SpEd Cannan		SpEd Cannan		SpEd Mueller	1	SpEd Lyon Cannan			1	
White/Connor	2	SpEd Ptolemy		SpEd Ptolemy		SpEd Ptolemy		SpEd Ptolemy	2	SpEd Ptolemy			1	
		92		91		94		101		96		107	3352.70	
<b>TOTAL FTE</b>												<b>3352.70</b>		
<b>TOTAL Head Count</b>												<b>592</b>		
<b>Special Ed Count</b>												<b>5</b>		
<b>Average Class size</b>												<b>23.48</b>		
<b># of Teachers/Classes</b>												<b>25</b>		
<b>B = Bilingual</b>														
<b>D = Dual Language</b>														

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

To: Wenatchee School Board  
Brian Flones, Superintendent

From: Les Vandervort, Chief Financial Officer

Date: November 1, 2016

Re: **August 31, 2016 End of Year Budget Status Report**

**GENERAL FUND** With **100%** of the fiscal year elapsed, Total General Fund revenues were **99.5%** and expenditures were **95.3%** of budgeted amounts, respectively.

General Fund Total Fund Balance at August 31, 2016 is **\$12,314,469** (13.86%).

Total Fund Balance at August 31, 2015 was **\$11,417,371** (13.75%).

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 **\$1,768,975.**

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 **\$2,487,844** 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 \$1.34 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 **115.8%** of the amount budgeted for the year. Expenditures are **99.4%** of budget.

The Total Month Ending Fund Balance is **\$520,709.**

**TRANSPORTATION VEHICLE FUND** The Month Ending fund balance is **\$252,719.**

Bus purchases are made only when funds are actually received by the district.

The district purchased one (1) bus this year for \$146,657.



# Wenatchee School District No. 246

# General Fund

Budget Status Report  
August 31, 2016

100% of Year Elapsed

	Annual Budget	Actual For Year	Rec'd/Spent
<b>Revenues/Other Financing Sources</b>			
1000 Local Taxes	11,647,880	11,671,085	100.2%
2000 Local Nontax	1,791,512	2,112,484	117.9%
3000 State, General Purpose	55,315,694	55,154,152	99.7%
4000 State, Special Purpose	13,331,301	13,034,731	97.8%
5000 Federal, General Purpose	390,000	380,070	97.5%
6000 Federal, Special Purpose	8,694,214	8,310,615	95.6%
7000 Revenues fr Other Dists	27,000	33,219	123.0%
8000 Revenues fr Other Agencies	95,000	116,938	123.1%
9000 Other Financing Sources	0		
<b>Total Revenues/Other Sources</b>	<b>91,292,601</b>	<b>90,813,294</b>	<b>99.5%</b>
<b>Expenditures</b>			
00 Regular Instruction	50,821,026	48,067,391	94.6%
20 Special Ed Instruction	8,908,084	9,243,727	103.8%
30 Vocational Instruction	2,901,564	2,887,005	99.5%
40 Skill Ctr / Voc-Tec Instruction	1,452,280	1,567,275	107.9%
50/60 Compensatory Instruction	9,379,611	9,089,897	96.9%
70 Other Instructional Program	1,243,106	1,182,785	95.1%
80 Community Support	734,611	708,688	96.5%
90 Support Services	17,840,267	16,129,970	90.4%
<b>Total Expenditures</b>	<b>93,280,549</b>	<b>88,876,738</b>	<b>95.3%</b>
Excess of Revenues / Other Sources Over (Under) Expenditures	<b>-1,987,948</b>	1,936,556	
Operating Trans Out to TVF, DSF and CPF	<b>-1,131,000</b>	<b>-1,039,458</b>	
Total Beginning Fund Balance	11,417,371	11,417,371	
<b>Total Ending Fund Balance</b>	<b>8,298,423</b>	<b>12,314,469</b>	<b>13.86%</b>
821 Restricted for Carryovers	401,363	335,159	
825 Restricted for Skill Center	28,000	-	
840 Nonspendable for Inventory	35,000	28,123	
870 Committed to Other Purposes (unemployment)	179,956	179,956 *	
884 Assigned to Capital Projects	0	150,000	
888 Assigned to Other Purposes (L&I, motor pool)	552,000	600,000	
891 Unassigned Minimum Fund Balance	4,151,404	4,457,056	5.01%
890 Unassigned Fund Balance	2,950,700	6,564,175	7.39%

\* another required accounting change will move this back into unassigned fund balance



# Wenatchee School District No. 246

# Capital Projects Fund

Budget Status Report  
August 31, 2016

	Annual Budget	Actual For Year	100% of Year Elapsed Percent Rec'd/Spent
<b>Revenues/Other Financing Sources</b>			
1000 Local Taxes			
2000 Local Nontax	217,501	168,244	77.4%
3000 State, General Purpose			
4000 State, Special Purpose	15,400,000	1,966,903	12.8%
5000 Federal, General Purpose			
6000 Federal, Special Purpose			
7000 Revenues fr Other Dists			
8000 Revenues fr Other Agencies	59,411		
9000 Other Financing Sources	1,131,000	1,039,458	
<b>Total Revenues/Other Sources</b>	<b>16,807,912</b>	<b>3,174,605</b>	<b>18.9%</b>
<b>Expenditures</b>			
10 Sites	12,431,000	1,582,304	12.7%
20 Buildings	55,274,000	45,234,797	81.8%
30 Equipment	5,913,000	1,012,220	17.1%
40 Energy	15,026	40,230	
50 Sales & Lease Equipment			
60 Bond Issuance Expenditure	123,000	5,791	
90 Debt			
<b>Total Expenditures</b>	<b>73,756,026</b>	<b>47,875,342</b>	<b>64.9%</b>
Transfers in (out)	0	0	
Excess of Revenues / Other Sources Over (Under) Expenditures	-56,948,114	-44,700,737	
Total Beginning Fund Balance	57,124,990	46,469,711	
<b>Total Ending Fund Balance</b>	<b>176,876</b>	<b>1,768,975</b>	

# Wenatchee School District No. 246

# Debt Service Fund

Budget Status Report  
August 31, 2016

	Annual Budget	Actual For Year	100% of Year Elapsed Percent Rec'd/Spent
<b>Revenues/Other Financing Sources</b>			
1000 Local Taxes	\$ 5,405,840	5,385,527	99.6%
2000 Local Nontax	4,000	6,704	167.6%
3000 State, General Purpose			
5000 Federal, General Purpose			
6000 Federal, Special Purpose			
9000 Other Financing Sources			
<b>Total Revenues/Other Sources</b>	<b>5,409,840</b>	<b>5,392,231</b>	<b>99.7%</b>
<b>Expenditures</b>			
Matured Bond Expenditures	1,880,000	1,880,000	100.0%
Interest on Bonds	3,490,888	3,490,888	100.0%
Interfund Loan Interest			
Bond Transfer Fees	50,000	600	1.2%
Arbitrage Rebate			
<b>Total Expenditures</b>	<b>5,420,888</b>	<b>5,371,488</b>	<b>99.1%</b>
Other Financing Uses	0		
Excess of Revenues / Other Sources Over (Under) Expenditures	-11,048	20,743	
Total Beginning Fund Balance	2,273,952	2,467,101	
<b>Total Ending Fund Balance</b>	<b>\$ 2,262,904</b>	<b>\$ 2,487,844</b>	

# Wenatchee School District No. 246

Budget Status Report  
August 31, 2016

## Associated Student Body Fund

100% of Year Elapsed

	Annual Budget	Actual For Year	Percent Rec'd/Spent
<b>Revenues/Other Financing Sources</b>			
1000 General Student Body	151,812	141,038	92.9%
2000 Athletics	152,087	281,712	185.2%
3000 Classes	28,751	31,219	108.6%
4000 Clubs	496,935	507,786	102.2%
6000 Private Moneys	47,356	53,878	113.8%
<b>Total Revenues</b>	<b>876,941</b>	<b>1,015,632</b>	<b>115.8%</b>
<b>Expenditures</b>			
1000 General Student Body	108,526	70,958	65.4%
2000 Athletics	234,565	256,924	109.5%
3000 Classes	18,351	35,552	193.7%
4000 Clubs	544,565	547,648	100.6%
6000 Private Moneys	45,900	34,972	76.2%
<b>Total Expenditures</b>	<b>951,907</b>	<b>946,053</b>	<b>99.4%</b>
Excess of Revenues / Other Sources Over (Under) Expenditures	<b>-74,966</b>	69,579	
Total Beginning Fund Balance	550,000	451,130	
<b>Total Ending Fund Balance</b>	<b>475,034</b>	<b>520,709</b>	

# Wenatchee School District No. 246

Budget Status Report  
August 31, 2016

## Transportation Vehicle Fund

100% of Year Elapsed

	Annual Budget	Actual For Year	Percent Rec'd/Spent
<b>Revenues/Other Financing Sources</b>			
1000 Local Taxes			
2000 Local Nontax	500	632	126.3%
3000 State, General Purpose			
4000 State, Special Purpose	200,000	206,564	103.3%
8000 Revenues fr Other Agencies			
9000 Other Financing Sources			
<hr/>			
Operating Transfers In from Gen Fund			
Total Revenues/Other Sources	200,500	207,196	103.3%
Program 92 DEBT SERVICE			
Act 82 Warrant Interest			
Act 83 Other Interest			
Act 84 Debt			
Act 85 Arbitrage Rebate			
Program 99 PUPIL TRANSPORTATION			
Act 33 Cash Purch/Rebuild Buses	392,650	146,657	37.4%
Act 34 Contract Purchase/Rebuild			0.0%
<hr/>			
Total Expenditures	392,650	146,657	37.4%
Operating Transfers Out to DSF			
Excess of Revenues / Other Sources Over (Under) Expenditures			
	-192,150	60,539	
Total Beginning Fund Balance	192,150	192,180	
Total Ending Fund Balance	0	252,719	





Date: November 22, 2016  
To: Board of Directors  
From: Heather Crail-Director of Human Resources  
Re: Food Service Managers - Contract Changes and Salary Improvements

## MEMORANDUM

**The following are the material language changes and salary increases for our Food Service Managers**

### Language Changes

1. Three-year contract
2. District added language for minimum contribution for health insurance.
3. District added language to Section 8.3, Physician Verification, requiring a doctor's note at three (3) consecutive days of illness.

### Salary Improvements

1. 2016/2017 Effective September 1, 2016, State Flow Through (1.8%) for steps 1-5.
2. 2016/2017 Effective September 1, 2016, additional improvements 4.2% for steps 1-5.
3. 2016/2017 Effective September 1, 2017 20-year longevity step for continuous service with the WSD, \$.25.
4. Effective September 1, 2016 2.5% between each experience step will be established.
5. 2017/2018 Effective September 1, 2017 State Flow Through or 3.5% increase, which ever if greater, for steps 1-5.
6. 2018/2019 Effective September 1, 2018 State Flow Through or 3.5% increase, which ever if greater, for steps 1-5.

I will be on vacation the 22nd, Lisa Turner will be seeking your approval on November 22, 2016 at the board meeting.

Thank you.

Heather Crail  
Director of Human Resources



COLLECTIVE BARGAINING AGREEMENT BETWEEN

Wenatchee School District No. 246

AND

Food Service Managers

An Affiliate Of

LOCAL846 FS, WASHINGTON STATE COUNCIL OF COUNTY AND  
CITY EMPLOYEE, AFL-CIO

September 1, 2016 through August 31, 2019

**FOOD SERVICE MANAGERS AGREEMENT  
TABLE OF CONTENTS**

<b>PREAMBLE</b>	<b>PAGE</b>
<b>ARTICLE I - UNION RECOGNITION</b>	5
Section 1.1 Recognition	5
Section 1.2 Labor Management Committee	5
<b>ARTICLE II - MANAGEMENT RIGHTS</b>	6
<b>ARTICLE III - DUES DEDUCTION</b>	6
<b>ARTICLE IV - WORK RULES</b>	7
Section 4.1 Job Description	7
Section 4.2 Personnel File	7
Section 4.3 Rest Period	7
Section 4.4 District Management Meetings	7
Section 4.5 Mutual Concerns	7
Section 4.6 Food Handler's Permit	8
Section 4.7 Staff Development	8
Section 4.8 Substituting for a Higher Position	8
<b>ARTICLE V- WAGES AND HEALTH BENEFITS</b>	9
Section 5.1 Salaries	9
Section 5.2 Salary Adjustments	9
Section 5.2.A Starting Rate Upon Initial Employment	9
Section 5.2.B Pay Range Upon Promotion	9
Section 5.2.C Pay Rate Upon Demotion From Promotion	9
Section 5.2.D Pay Rate Upon Transfer	9
Section 5.2.E. Pay Rate Upon Employee being Bumped to a Lower Paying Position:	9
Section 5.3 Differential Pay/Stipend Pay	10
Section 5.4 Salary Proration	10
Section 5.5 New Job Classification	10
Section 5.6 Direct Deposit	10
Section 5.7 Health Benefits	10
<b>ARTICLE VI- OVERTIME &amp; CALLBACK PAY</b>	11
Section 6.1 Work Week	11
Section 6.2 Overtime	11

<b>ARTICLE VII - HOLIDAYS</b>	12
Section 7.1 Paid Holidays	12
Section 7.2 Day Before and After Holiday	12
<b>ARTICLE VIII- SICK AND EMERGENCY LEAVE</b>	12
Section 8.1 Sick Leave	12
Section 8.2 Part Time Employees	13
Section 8.3 Physician Verification	13
Section 8.4 Notification	13
Section 8.5 Industrial Insurance Payment	13
Section 8.6 Sick Leave Cash Out	14
Section 8.7 Sick Leave Sharing	14
<b>ARTICLE IX - OTHER PAID/UNPAID LEAVES</b>	15
Section 9.1 Jury Duty	15
Section 9.2 Subpoena	15
Section 9.3 Bereavement Leave	16
Section 9.4 Personal Leave	16
Section 9.5 Leave of Absence	16
Section 9.6 Family & Disability Leave	16
Section 9.7 Military Leave	16
<b>ARTICLE X - NON DISCRIMINATION</b>	17
<b>ARTICLE XI - LAYOFFS</b>	17
Section 11.1 Layoffs	17
Section 11.1.A Order of Layoff	17
Section 11.2 Layoffs Due to Contracting Out of Service	17
Section 11.3 Recall	18
<b>ARTICLE XII- UNION VISITS</b>	18
<b>ARTICLE XIII -WORK FORCE CHANGES</b>	18
Section 13.1 Job Opening	18
Section 13.1.A Transfer	19
Section 13.2 Job Assignment	19
Section 13.3 Probation	19
<b>ARTICLE XIV - DISCIPLINE AND DISCHARGE</b>	19
<b>ARTICLE XV - GRIEVANCE PROCEDURE</b>	20
Section 15.1 Disagreements	20
Section 15.2 Timelines	20



Section 15.3	Grievance Steps	20
<b>ARTICLE XVI - NO STRIKE CLAUSE</b>		21
<b>ARTICLE XVII - TERM AND SEPARABILITY OF PROVISIONS</b>		22
Section 17.1	Term of Agreement	22
Section 17.2	Provisions	22
Section 17.3	Openers	22
Section 17.4	Unlawful Provisions	22
Section 17.5	Conflicts with Statute	22
Section 17.6	Renegotiating	22
Section 17.7	Entire Agreement	23

1 LABOR AGREEMENT

2 between

3 WENATCHEE SCHOOL DISTRICT NO. 246

4 and

5 LOCAL 846-FSM, WASHINGTON STATE COUNCIL OF COUNTY AND

6 CITY EMPLOYEES, AFL-CIO FOOD SERVICES MANAGERS

7 THIS AGREEMENT is entered into between WENATCHEE SCHOOL DISTRICT  
8 NO. 246, a public employer, hereinafter referred to as District, and WASHINGTON  
9 STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO hereinafter  
10 referred to as Union:

11 WHEREAS, the Union has been certified by the Public Employment Relations  
12 Commission (PERC) for the State of Washington as the exclusive bargaining  
13 representative for the District employees hereinafter described, and

14 WHEREAS, the District and the Union in accordance with the Public Employees  
15 Collective Bargaining Act (R.C.W. 46.56.010 et seq) have negotiated with respect to  
16 wages, hours, and working conditions, and the establishment of grievance procedures,  
17 which pertain to the public employees represented by the Union, and

18 WHEREAS, the parties hereto desire to enter into a written agreement with respect  
19 to the matters negotiated.

20 NOW, THEREFORE, in consideration of the mutual covenant and promises here-  
21 inafter set forth, it is agreed as follows:

22  
23 **ARTICLE I - UNION RECOGNITION**

24 **Section 1.1 Recognition**

25 The District recognizes the Union as the sole and exclusive bargaining agent for all  
26 Food Service Managers in the District's Food Service department. This recognition is  
27 for the purpose of negotiating salaries, wages, hours and working conditions of  
28 employment. The District recognizes the Union as an affiliate of Washington State  
29 Council of County and City Employees, AFL-CIO.

30 **Section 1.2 Labor Management Committee**

31 The parties agree to jointly maintain and support a Food Service Managers  
32 Labor/Management Committee with the aim of promoting communication and

1 understanding between labor and management on issues of mutual concern; and,  
2 studying and discussing possible solutions to mutual problems affecting labor  
3 management relations.

4 The Committee will meet at the request of either the Union or the District. The  
5 Committee may not intervene in, add to or delete from the Collective Bargaining  
6 Agreement. The Committee shall consist of no more than three (3) members appointed  
7 by the Union and no more than three (3) members appointed by the District. Committee  
8 members will set the guidelines for the Committee's operation.

9  
10 **ARTICLE II - MANAGEMENT RIGHTS**

11 The Union recognizes the Board of Education as the elected representative of the  
12 citizens of Wenatchee School District and that the Board in acting in behalf of the  
13 citizens of the District, retains and reserves all powers, rights, authority, duties and  
14 responsibilities conferred upon and vested in it by the regulations of the State Board of  
15 Education, the Statutes and Constitution of the State of Washington and/or of the  
16 United States, and any other law, rule and/or regulation.

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

28  
29 **ARTICLE III - DUES DEDUCTION**

30 The District will deduct the authorized dues amount from the managers that sign  
31 authorization cards and forward such dues to AFSCME. A manager may withdraw

1 their authorization up to thirty (30) days prior to and September 1. Those individuals  
2 who have bona fide religious tenets or teaching of a church or religious body that would  
3 prevent them from paying a representation fee shall have deducted from his/her salary  
4 an amount of money equivalent to the representation fee. This amount shall be  
5 forwarded to a mutually agreed upon charitable organization or scholarship fund in  
6 accordance with District reimbursement procedures and RCW's.

## 7 8 **ARTICLE IV - WORK RULES**

### 9 **Section 4.1 Job Description**

10 Copies of job descriptions are to be kept in the Human Resource Office. Job  
11 descriptions shall be provided upon request by the Union or employee. The District  
12 will notify the Union of any changes to a job or modification of the content of existing  
13 job descriptions.

### 14 **Section 4.2 Personnel File**

15 An employee shall have the right to review their personnel file by making an  
16 appointment for such purpose through the Human Resource Office. The employee shall  
17 have the right to copy and attach his/her own comments to material made a part of  
18 his/her personnel file.

### 19 **Section 4.3 Rest Period**

20 Employees shall be allowed a rest period of ten (10) minutes, on the employer's time,  
21 for each four (4) hours of working time and no employee shall be required to work  
22 more than three (3) hours without a rest period. Rest periods shall be scheduled as near  
23 as possible to the midpoint of the work period. Employees working a shift of five (5)  
24 hours or longer shall also be entitled to an unpaid lunch break.

### 25 **Section 4.4 District Management Meetings**

26 When employees are required by the District to attend In-District management or  
27 training meetings they shall receive their regular rate of pay.

### 28 **Section 4.5 Mutual Concerns**

29 The Superintendent and/or designee(s) and the Union's President and/or designee will  
30 meet at the request of either party to discuss appropriate matters of mutual concern.



1 When requesting a meeting, the party calling the meeting shall state the nature of such  
2 meeting and the subject(s) to be discussed.

3 **Section 4.6 Food Handler’s Permit**

4 The District will pay the employee for the cost of the food handler's permit either  
5 through reimbursement to the employee who has incurred the cost or through an  
6 invoice for a group certification meeting.

7 **Section 4.7 Staff Development**

8 The District will reimburse employees for one-half (1/2) the tuition cost of an  
9 accredited college coursework or other approved professional development  
10 opportunities that directly apply to the employee's current job description. Tuition  
11 reimbursement shall be based on an actual cost to a maximum of \$450 per year, which  
12 may be carried forward one year for a maximum of \$900.00. Reimbursement will  
13 require prior approval from the Food Director and prior approval from the Human  
14 Resources Department. Employees shall follow the District procedure for Classified  
15 Tuition Reimbursement, HRO-P005 to receive reimbursement.

16 **Section 4.7. A SNA Annual Conference**

17 The District will pay the registration for up to four (4) as determined by the District,  
18 Food Service Managers to attend the School Nutrition Association Annual conference.  
19 Travel and lodging reimbursement will be administered as per District policy in effect  
20 at the time the travel request is filed.

21 **Section 4.8 Substituting for a Higher Position**

22 In the event a Manager is absent from their kitchen for a period of three (3) days or  
23 more, the position will be offered to other managers who have signed up on the  
24 Substitute Desired List maintained at the Food Service Office. Assignments made from  
25 the Substitute Desired List (SDL) shall be made on a rotating basis. If an employee is  
26 asked to work in a position with a lower rate of pay, the person will retain their current  
27 wage and step. Managers substituting in a higher position will be paid in accordance  
28 with section 5.2.B. If no employee is interested, then the District may fill the position,  
29 as it deems appropriate.

30

1 **ARTICLE V- WAGES AND HEALTH BENEFITS**

2 **Section 5.1 Salaries**

3 Salaries contained in Schedule A shall be for the entire term of this Agreement subject  
4 to the terms and conditions of Article XVII, Section 17.1.

5 **Section 5.2 Salary Adjustments**

6 Salary schedule adjustments shall not fall below the amount and/or percentage of  
7 compensation increases allocated by the State for classified employees.

8 **Section 5.2.A Starting Rate Upon Initial Employment**

9 Employees shall be appointed to the minimum step of the pay range in effect for the  
10 particular position to which the appointment is made. The district may fill the position  
11 at some higher step in the pay range.

12 **Section 5.2.B Pay Range Upon Promotion**

13 An employee who is promoted shall be paid at the step in the new pay classification  
14 which represents at least a two point five percent (2.5%) increase over the rate of pay  
15 received immediately prior to the promotion provided that such increase does not  
16 exceed the maximum step of the new pay classification. The District may fill the  
17 position at some higher step of the pay classification.

18 **Section 5.2.C Pay Rate Upon Demotion From Promotion**

19 An employee who is demoted during the probationary period in a new position shall  
20 receive the same step in the lower pay classification as held before promotion, provided  
21 that adjustments shall be made to take into account any step increases which would  
22 have occurred had the employee not been promoted.

23 **Section 5.2.D Pay Rate Upon Transfer**

24 An employee who transfers from one position to another within the same classification  
25 that has the same pay range shall continue to receive the same rate of pay as before the  
26 transfer.

27 **Section 5.2.E. Pay Rate Upon Employee being Bumped to a Lower Paying**  
28 **Position:**

29 An employee, who is bumped to a lower paying classification due to a reduction of  
30 hours or layoff per Article 11, will be paid at the step in the lower paying classification  
31 that will have the least effect without increasing the employee's pay rate prior to

1 moving to the lower paying classification, provided that the placement does not exceed  
2 the maximum step of the new pay range.

3 **Section 5.3 Differential Pay/Stipend Pay**

4 Any employee working between the hours of 12:00 midnight and 6:00 a.m. shall  
5 receive thirty (\$.30) cents per hour differential pay for the hours worked. American  
6 Food Service Association certified employees shall receive the following stipends:  
7 Level 1- forty (.40) cents, Level 2- fifty (.50) cents, Level 3- sixty (.60) cents per hour  
8 for all hours worked. To remain eligible for this stipend, employees must submit  
9 certification documentation.

10 **Section 5.4 Salary Proration**

11 Employees working enough hours to qualify for medical coverage will automatically  
12 have their salaries prorated over twelve (12) months.

13 **Section 5.5 New Job Classification**

14 When any job within the bargaining group encompassed by this contract and not listed  
15 on the wage schedule attached hereto is established, the District may designate a job  
16 classification and rate structure for said job. In the event the Union does not agree that  
17 the classification and rate are proper, the Union shall have the right to submit the issue  
18 for negotiation.

19 **Section 5.6 Direct Deposit**

20 All employees shall be enrolled in the District's direct deposit plan. All salaries will be  
21 deposited directly to each employee's bank account.

22 **Section 5.7 Health Benefits**

23 For the term of this Agreement the District shall contribute (flow through) the state  
24 funded insurance benefit amount per month toward the cost of District approved  
25 medical, vision and dental plans for full-time equivalent (FTE) employees, net of any  
26 amounts funded for purposes specified by the legislature or the state. The District will  
27 pay, for those employees who qualify for benefits, one hundred (100%) percent of the  
28 State Health Care Authority Retiree Subsidy, also known as the Carve-out per 1.0 FTE  
29 prorated per qualified employee. Employees must work four (4) hours per day or more  
30 (or total 720 hours annually) to be eligible for prorated insurance coverage. The  
31 insurance contribution shall be prorated to the amount of full-time equivalency. For

1 this Section, the full-time employee shall be 1440 hours, and eligibility shall be four (4)  
2 hours per day or a total of 720 hours annually. The parties agree to abide by State laws  
3 relating to school district health benefits. Excess contributions shall be pooled.  
4

5 **Section 5.7.1 Minimum Contribution**

6 In accordance with ESSB 5940, each employee included in the pooling arrangement  
7 and who is covered by this agreement, which elect medical benefit coverage shall pay a  
8 minimum premium charge of (one) \$1.00 per month.  
9

10 **ARTICLE VI- OVERTIME & CALLBACK PAY**

11 **Section 6.1 Workweek**

12 The workweek will consist of five (5) consecutive days, Monday through Friday,  
13 followed by two (2) consecutive days of rest, Saturday and Sunday. Each employee  
14 shall be assigned to a definite and regular shift and workweek, which shall not be  
15 changed without prior agreement of the employee and the union.

16 **Section 6.2 Overtime**

17 Employees may be required to work overtime. Time and one-half the employee's  
18 regular hourly rate shall be paid for work under any of the following conditions:

- 19 1. All work performed in excess of eight hours in any workday.
- 20 2. All work performed in excess of forty hours in any workweek.
- 21 3. All work performed on Saturday and Sunday.

22 **Section 6.3 Compensatory Time**

23 If an employee works overtime, they will be paid as provided for in Section 6.2 unless  
24 they choose to take compensatory time off for each hour of overtime worked.  
25 Compensatory time will be credited at one and one-half (1 ½) hours of compensatory  
26 time for each hour worked. No employee may accumulate in excess of twenty (20)  
27 hours of compensatory time. Requests for the use of compensatory time shall be  
28 granted within a reasonable period given due consideration by the supervisor of the  
29 normal schedule of work and anticipated peak workloads. Requests for Compensatory  
30 time shall not be granted if doing so unduly disrupts operations.



1 Employees may request that payroll convert (minimum 5 hours per request) banked  
2 compensatory hours to pay at any time. The Employee shall submit a timesheet by the  
3 10<sup>th</sup> of the month to cash out compensatory time. However, compensatory time shall be  
4 automatically converted by the District to pay in December and May.

5 **Section 6.4 Callback Pay**

6 When an employee is called in outside of their regular shift they shall be paid a  
7 minimum of one (1) hour, unless the callback occurs within fifteen minutes following  
8 the end of the shift, which will be considered a continuation of that shift, requiring the  
9 District only pay for the actual time worked.

10 **ARTICLE VII - HOLIDAYS**

11 **Section 7.1 Paid Holidays**

12 All employees covered by this agreement shall receive the following paid holidays per  
13 year:

- |                              |                               |
|------------------------------|-------------------------------|
| 14 1. Labor Day              | 6. Christmas Day              |
| 15 2. Veteran's Day          | 7. New Year's Day             |
| 16 3. Thanksgiving           | 8. Martin Luther King Jr. Day |
| 17 4. Day After Thanksgiving | 9. President's Day            |
| 18 5. Christmas Eve          | 10. Memorial Day              |

19 **Section 7.2 Day Before and After Holiday**

20 Employees must work or be on approved paid leave or their unpaid personal leave day  
21 the scheduled day before and after recognized holidays to be eligible for holiday pay.

22  
23 **ARTICLE VIII- SICK AND EMERGENCY LEAVE**

24 **Section 8.1 Sick Leave**

25 Sick leave with compensation for illness, injury and emergencies shall accrue at a rate  
26 not to exceed one (1) prorated day for each calendar month worked. Beginning of  
27 each school year, sick leave shall accrue to the employee on a monthly basis. Leave  
28 provided in this section shall accumulate up to one hundred eighty (180) days and may  
29 be taken at any time during the employee's work year. Emergency leave shall be  
30 deducted from accrued sick leave and used for:

- 1           1. Serious illness in the immediate family. The immediate family shall be defined  
2           by Washington State and federal leave laws.
- 3           2. Serious illness of a person not in the immediate family if approved by the  
4           Superintendent or designee.
- 5           3. Circumstances beyond the control of the employee such as fire, flood, accident,  
6           etc., if approved by the Superintendent or designee. After expiration of five (5)  
7           days of emergency leave, additional leave may be granted with approval of the  
8           Superintendent or designee.
- 9           4. Up to one day of Emergency Leave may be granted to attend a funeral not  
10          specifically covered in Section 9.3, Bereavement Leave, with Director’s prior  
11          approval.

12          **Section 8.2      Part Time Employees**

13          Employees with the District as less than full-time employees shall be granted sick and  
14          emergency leave in the same proportion as their part-time employment bears to full-  
15          time employment.

16          **Section 8.3      Physician Verification**

17          The District reserves the right to request verification of sick leave for leaves of less than  
18          three (3) consecutive days if an abuse of sick leave is indicated. Additionally, the  
19          District reserves the right to request a physician’s verification prior to returning to work  
20          for sick leaves greater than (3) days. Verification will be made available in accordance  
21          with State and Federal leave laws when appropriate.

22          **Section 8.4      Notification**

23          An employee who knows in advance that he/she will be absent pursuant to this section  
24          shall notify the Food Service Director and/or designee as soon as possible in order to  
25          insure proper planning for a substitute, if necessary.

26          **Section 8.5      Industrial Insurance Payment**

27          When an employee is injured on the job and is unable to perform his/her duties as a  
28          result of on the job injury or occupational disease or illness, and is certified off work by  
29          a doctor, the employee may elect to use leave as follows:

- 30          1. Choose unpaid leave thus receiving on his/her entitled temporary total disability  
31          (TTD) benefit payment from the District’s Industrial Insurance; or

2. Elect to use a full day of accumulated leave (sick, annual, or other similar benefit) in addition to their entitled TTD benefits; or
3. Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employees regular pay at the time of injury.

**Section 8.6 Sick Leave Cash Out**

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration of unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one-day's monetary compensation.

Conversion of sick leave upon separation from District employment (WAC 392-136-020)

1. Employees who separate from employment due to retirement or death;
2. Employees who separate from employment and who are at least fifty-five (55) and have at least ten (10) years of service in SERS 3 or;
3. Employees who separate from employment and who are at least age fifty-five (55) and have at least fifteen (15) years of service in SERS 2.

The employee or the employee's estate shall receive remuneration at a rate equal to one day's current compensation of the employee for each four full day's accrued leave for illness or injury. Days in excess of 180 will not be allowed for cash-out purposes.

**Section 8.7 Sick Leave Sharing**

Employees requesting sick leave sharing must be granted approval from the Association based on criteria stated in WAC 357-31-380 through WAC 357-31-455.

1. Right to Donate: Employees may donate sick leave to come to the aid of another employee if the employee suffers from or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition

1 which is of an extraordinary or severe nature which causes or is likely to cause  
2 the employee to take leave without pay or terminate his/her employment.

3 2. Minimum Accumulation: Bargaining unit members who have accumulated  
4 more than twenty-two (22) sick leave days may request that the Superintendent  
5 transfer a specified amount of sick leave to another staff member authorized to  
6 receive such leave. In no event may such an employee request a transfer that  
7 would result in his or her sick leave account going below twenty-two (22) days.

8 3. Maximum Donation: Employees are allowed to grant up to six (6) days during  
9 any school calendar year.

10 4. Status of Leave Employees: While an employee is on leave under this section,  
11 he or she shall be classified as an employee and shall receive the same treatment  
12 in respect to salary, wages, and employee benefits as the employee would  
13 normally receive. Payment of sick leave shall be in accordance with state  
14 statutes, rules and regulations.

15 **ARTICLE IX - OTHER PAID/UNPAID LEAVES**

16 **Section 9.1 Jury Duty**

17 Employees shall be granted a leave of absence with pay at any time they are required to  
18 report for jury duty or jury service. The District may allow employees to retain their  
19 jury earnings without deduction, as the District deems appropriate. If the District  
20 collects jury compensation employees shall be paid the difference between any jury  
21 duty compensation they receive and their regular wage for each day of jury service. At  
22 no time shall employee compensation be less than the amount awarded by the court. In  
23 the event the jury award exceeds the employees normal wage, the employee shall be  
24 granted leave without pay for the jury time served and retain the full jury earnings. The  
25 employees shall continue to accrue benefits during the unpaid leave period.

26 **Section 9.2 Subpoena**

27 Appearance before a court, legislative committee or quasi-judicial body as a witness in  
28 response to a subpoena or other legal directive should be approved as authorized leave  
29 with pay. However, the school salary shall be reduced by the amount paid to such  
30 employee for such appearance. No compensation shall be granted if the employee is a



1 witness in their own behalf or interest; or if the employee is the plaintiff or defendant in  
2 a case.

3 **Section 9.3 Bereavement Leave**

4 In the event of a death in the immediate family of the employee, an absence of up to  
5 five (5) days may be permitted. Compensation shall be at the employee's regular rate of  
6 pay. The immediate family of an employee shall be defined as spouse parent, parent-  
7 in-law, siblings, child grandparent or other legal dependents. Bereavement leave is  
8 non-cumulative.

9 **Section 9.4 Personal Leave**

10 Each employee will be entitled to up to two (2) paid personal business leave days per  
11 year. Use of such leave requires a minimum of one (1) week notice to the District and  
12 the approval of the Superintendent or designee prior to taking such leave. Employees  
13 may carry forward one unused personal leave day into the following year for a  
14 maximum of three days in any given year.

15 **Section 9.5 Leave of Absence**

16 Leave of absence without pay may be granted an employee for good and sufficient  
17 reasons. The employee shall not accumulate seniority during such absence and shall be  
18 reinstated in accordance with their prior work experience upon termination of the leave  
19 of absence.

- 20 1. An employee shall be required to exhaust all appropriate paid leave prior to the  
21 beginning of the leave without pay.
- 22 2. The leave of absence will not extend beyond the school year in which it began  
23 and will not exceed twelve (12) months. An employee returning to work from a  
24 leave of absence must report for work within twenty-four (24) hours of the final  
25 date of the leave or be subject to termination.

26 **Section 9.6 Family & Disability Leave**

27 Family leave and disability leave (including maternity leave) shall be granted in  
28 accordance with Federal and State statutes.

29 **Section 9.7 Military Leave**

30 The employer agrees to provide military leave in accordance with State and Federal  
31 law.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

**ARTICLE X - NON DISCRIMINATION**

Neither the District nor the Union shall discriminate against any employee on the basis of sex, race, creed, religion, color, national origin, age honorable discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in it’s programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This holds true for all staff and fro students who are interested in participating in educational programs and/or extracurricular school activities.

**ARTICLE XI - LAYOFFS**

**Section 11.1 Layoffs**

The District shall be the sole determiner of when layoffs are necessary. In the event of a reduction in work hours or a layoff, the District will make reasonable efforts to maintain the hours of the most senior employees, by reviewing multiple options with the intention of having the least impact to senior employees. The District will notify in writing both the affected employees and the Union at least thirty (30) working days in advance of the effective date. Such notification will include the names of employees scheduled for layoff.

**Section 11.1. A Order of Layoff**

Temporary and probationary employees will be selected for reduced hours or layoff first before regular employees. The least senior person hired in the bargaining unit shall be the first person laid off or having their hours reduced provided qualifications, skills, work history and performance are considered equal. Employees selected for layoff or reduced hours shall have the first opportunity to transfer to vacant position(s) or bid on additional hours within the same classification.

**Section 11.2 Layoffs Due to Contracting Out of Service**

In the event the District deems it to be appropriate to contract out a service being performed by employee(s) covered in this Agreement and as a result of such contracting out of service(s) an employee(s) would be displaced, or bargaining unit

1 work would be affected, the District agrees to inform the Union of such intent sixty  
2 (60) calendar days prior to making the final decision to contract.

3 **Section 11.3 Recall**

4 Employees shall be recalled from layoff in the reverse order of layoff or to regain their  
5 lost hours. Employees are eligible for recall from layoff or reduced hours for fifteen  
6 (15) months. No benefits shall accrue during such term of layoff. Employees called  
7 back to work within fifteen (15) months of layoff shall have the break in continuous  
8 service removed from the record and the employee shall be restored to prior seniority  
9 standing.

10 Any notice of an offer for re-employment shall be sent by certified mail, return receipt  
11 requested, to the last address of record. It is the employee's responsibility to keep the  
12 District advised of his/her current address.

13 Employees on layoff who have been offered re-employment by certified mail, and who  
14 fail to acknowledge availability for work within forty-eight (48) hours after receipt of  
15 notice, shall be removed from the layoff list and forfeit all re-employment rights.

16  
17 **ARTICLE XII- UNION VISITS**

18 The District shall admit to District property during working hours any authorized  
19 representative or representatives of the Union for the purpose of ascertaining whether  
20 or not this Agreement is being observed by the parties hereto and to assist in adjusting a  
21 grievance. This privilege shall be exercised so that no time is lost to the District.  
22 Union representative(s) shall make arrangements for such visits with the immediate  
23 supervisors or designated representative, before entering the District premises.

24  
25 **ARTICLE XIII -WORK FORCE CHANGES**

26 **Section 13.1 Job Opening**

27 Whenever a job opening occurs which is three (3) hours per day or more, other than a  
28 temporary opening, in any existing job classification covered by this Agreement, or as  
29 the result of the development or establishment of a new job classification covered by  
30 this Agreement, such opening shall be advertised.

1           **Section 13.1. A Transfer**

2           Employees who desire to transfer to another kitchen within the District shall place their  
3           name on a transfer list that is kept at the District Office. The transfer list shall contain  
4           the employee’s classification and the choices of other kitchens the employee wishes to  
5           transfer to. Prior to filling an open position, the District will check the transfer list for  
6           employees desiring a transfer to the location of the opening that holds the same  
7           classification as that of the open position. Seniority shall be the determining factor as  
8           to who gets the transfer, should more than one employee apply. The district will  
9           proceed with filling the vacancy in accordance with Article 13, should no transfers  
10          occur or the District may transfer employees should the need arise and no employees  
11          voluntarily wants to transfer. The District will give the employee ten (10) working  
12          days notification prior to being transferred.

13          **Section 13.2     Job Assignment**

14          Selection and assignment of an employee to a job shall be made by the District  
15          according to ability, qualifications and seniority. If ability and qualifications are equal,  
16          as determined by the District, seniority shall be considered.

17          **Section 13.3     Probation**

18          New employees or promoted employees shall be placed on ninety (90) working days  
19          probation. If within the ninety (90) working days the District or the Employee decides  
20          the promoted employee is unsuited for the job, the employee shall be reverted back to  
21          their previous position without prejudice. The District retains the right to fill the  
22          position on a temporary basis with a substitute for the duration of the probationary  
23          position. Upon mutual agreement between the District and the Union, the initial  
24          probationary period may be extended for an additional sixty (60) days.

25  
26                                   **ARTICLE XIV - DISCIPLINE AND DISCHARGE**

27          The District shall have the right to discipline or discharge an employee for cause. Any  
28          disciplinary action or measure imposed upon an employee may be processed as a  
29          grievance through the regular grievance procedure hereafter provided.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31

**ARTICLE XV - GRIEVANCE PROCEDURE**

**Section 15.1 Disagreements**

Any grievance which may arise between the District, the Union and/or an employee within the bargaining unit, over the application or interpretation of this Agreement shall be resolved under this Grievance Procedure. The parties agree that they shall attempt to resolve all grievances informally prior to the application of Step Two.

**Section 15.2 Timelines**

Any grievance which is not timely filed or pursued in accordance with these procedures, or within the time limit specified, shall be waived and the grievant will be barred from pursuing of further appeal of such grievance, provided that time limits may be extended by mutual agreement. If after timely filing a grievance, appropriate action is not taken by the administrator required to take action, the grievance may be moved to the next appropriate level.

**Section 15.3 Grievance Steps**

Step One. The employee shall first discuss the grievance with the immediate supervisor. The employee may be accompanied by a Union representative at such discussion. The employee shall bring the grievance to the supervisor at Step One within ten (10) working days of the occurrence of the grievance or knowledge thereof. The supervisor shall respond to the employee within ten (10) working days from receipt of the grievance.

Step Two If the grievance is not resolved at the completion of Step One, the grievance shall be reduced to writing within ten (10) working days. The written grievance 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 grievance shall be submitted to the immediate supervisor for reconsideration. The supervisor shall have ten (10) working days from submission of the written statement of grievance to resolve it by indicating the disposition in writing.

1           Step Three    If the grievance is not resolved at the completion of Step Two, the  
2 written statement of grievance shall be presented to the District Superintendent/or  
3 designee within five (5) working days. The District Superintendent/or designee shall  
4 schedule a hearing within five (5) working days to meet with the grievant and the  
5 Union to hear merits of the grievance. The District Superintendent/designee shall  
6 respond in writing within five (5) working days of the hearing as to the disposition of  
7 the grievance.

8           Step Four    If the grievance is still unresolved the Union has fifteen (15) working  
9 days to request an arbitration hearing. The Union will give written notice to the  
10 School Board to request an arbitration hearing.

11 The arbitration proceedings shall be conducted by an arbitrator, to be selected by the  
12 School District and the Union. If the parties fail to select an arbitrator the Public  
13 Employment Relations Commission (P.E.R.C.) shall be requested by either or both  
14 parties to provide a panel of nine (9) recognized arbitrators. Both the School District  
15 and the Union shall then strike one (1) name. The process will be repeated and the  
16 remaining person shall be the arbitrator.

17 The decision of the arbitrator shall be final and binding on the parties and the arbitrator  
18 shall be requested to issue his/her decision within thirty (30) days after the conclusion  
19 of testimony and argument.

20 Expenses for the arbitrator shall be borne by the loser. Each party shall be responsible  
21 for compensating its own representative and witnesses.

22 Arbitration hearings normally will be held during working hours where practical.  
23 Employees whose attendance as witnesses is required at hearing during their regular  
24 working hours shall be on Employer time when appearing at the hearing, provided the  
25 time spent as a witness is part of the employee's regular working hours.

#### 26                                   **ARTICLE XVI - NO STRIKE CLAUSE**

27           The Union agrees that during the term of this Agreement it will not encourage,  
28 condone, or participate in any strike, slowdown, complete or partial refusal to perform  
29 work, or any other type of concerted work stoppage. It is agreed that such activity is  
30 specifically prohibited during the term of this Agreement. It is agreed that participation  
31 by an employee in such prohibited activity is cause for discipline, including dismissal.

1 In the event such prohibited activity occurs, the District will notify the Union of  
2 such, and the Union agrees that it will take immediate action to end such prohibited  
3 activity. The failure or reluctance of the Union to take such immediate action  
4 constitutes evidence that the Union is encouraging, condoning and participating in such  
5 prohibited activity.  
6

7 **ARTICLE XVII - TERM AND SEPARABILITY OF PROVISIONS**

8 **Section 17.1 Term of Agreement**

9 This Agreement shall remain in full force and effect from September 1, 2013 until  
10 August 31, 2016. Salaries in Schedule A and Health Benefits shall be adjusted for each  
11 school year in accordance with Section 5.2. and 5.7.; and the salary and insurance funds  
12 allocated from the State.

13 **Section 17.2 Provisions**

14 All provisions of this Agreement shall be applicable to the entire term of this  
15 Agreement.

16 **Section 17.3 Openers**

17 This Agreement may be reopened and modified at any time during its term upon mutual  
18 consent of the parties in writing.

19 **Section 17.4 Unlawful Provisions**

20 If any provision of this Agreement or the application of any provision is held invalid or  
21 unlawful, the remainder of this Agreement shall not be affected thereby and shall be  
22 deemed valid and enforceable.

23 **Section 17.5 Conflicts with Statute**

24 Neither party shall be compelled to comply with any provision of this Agreement which  
25 conflicts with Federal, State, County or City statute or regulations promulgated  
26 pursuant thereto.

27 **Section 17.6 Renegotiating**

28 In the event either Section 17.4. or 17.5. is determined to apply to any provision of the  
29 Agreement, such provision shall be renegotiated.

1           **Section 17.7    Entire Agreement**

2           The parties acknowledge that during the negotiations resulting in this Agreement, each  
3           had the unlimited right and opportunity to make demands and proposals with respect to  
4           any and all subjects or matters not removed by law from the area of collective  
5           bargaining and that the understandings and agreements arrived at by the parties after  
6           exercise of that right and opportunity are set forth in this Agreement. The Union  
7           voluntarily and bargain collectively with respect to any subject or matter not  
8           specifically referred to or covered in this Agreement, even though such subject or  
9           matter may not have unqualifiedly waives the right, and agrees that the District shall  
10          not be obligated to been within the knowledge or contemplation of either or both of the  
11          parties at the time they negotiated or signed this Agreement. This Agreement  
12          constitutes the entire Agreement between the parties and concludes collective  
13          bargaining for its term.

14



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

WASHINGTON STATE COUNCIL  
NO. 246  
OF COUNTY AND CITY EMPLOYEES  
AFL-CIO

WENATCHEE SCHOOL DISTRICT

\_\_\_\_\_  
Union President

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Negotiator

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

\_\_\_\_\_  
Negotiator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## Wenatchee School District #246

### Food Service Manager's Salary Schedule 2016-2017

Effective September 1, 2016

<b>Satisfactory Performance</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Central Kitchen Manager	<b>\$17.63</b>	<b>\$18.07</b>	<b>\$18.52</b>	<b>\$19.00</b>	<b>\$19.47</b>
WHS Kitchen Manager	<b>\$16.41</b>	<b>\$16.82</b>	<b>\$17.25</b>	<b>\$17.68</b>	<b>\$18.13</b>
Middle Kitchen Manager	<b>\$15.53</b>	<b>\$15.92</b>	<b>\$16.32</b>	<b>\$16.74</b>	<b>\$17.15</b>
Assistant Central Manager	<b>\$14.95</b>	<b>\$15.32</b>	<b>\$15.70</b>	<b>\$16.09</b>	<b>\$16.49</b>

*Employees will receive an additional twenty-five (\$.25) cents longevity step for employees with twenty (20) years continuous service with the WSD.*

*Incremental steps, when applicable, shall take effect on September 1st of each year during the term of this Agreement; after earning your longevity step, provided, the employee has been actively employed continuously on or before March 1st, of the previous employment year.*

Effective September 1, 2017, a 3.5% increase to all steps or state flow through which ever is greater.

Effective September 1, 2018, a 3.5% increase to all steps or state flow through which ever is greater.

\$.59 per hour as a Credentialed School Nutrition Specialist

Substitutes will be paid at the first step of the classification they are working in.