



# Wenatchee School District Regular Board Meeting

Minutes of January 09, 2018  
WSD District Office

Board Members	Staff Present
Michele Sandberg, President	Brian Flores, Superintendent
Sarah Knox, Vice President & DLT Board Representative	Cabinet
Sunny Hemphill, Board Legislative Representative	
Laura R. Jaecks	
Walter Newman	

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

Michele Sandberg, President, opened the regular board meeting at 6:00 p.m. with the pledge of allegiance and asked for a motion to approve the agenda & the consent agenda.

**II. Consent Agenda**

**MOTION MADE:** Sunny Hemphill made the motion to approve agenda as presented.

**SECONDED:** Sarah Knox  
**PASSED UNANIMOUSLY**

**MOTION MADE:** Sunny Hemphill made the motion to approve the consent agenda as presented.

**SECONDED:** Sarah Knox  
**PASSED UNANIMOUSLY**

**Consent Agenda included:**

**MINUTES:** Reg. Bd. Mtg. 12/12/17 & Wkshp 12/08/17

**PERSONNEL REPORT PREPARED BY:**

Lisa Turner, HR Executive Director: Dec., 2017- On file

**PAYROLL PREPARED BY:** December

Tami Hubensack, Director of Payroll: **\$6,750,213.81**

**VOUCHERS & CONTRACTS PREPARED BY:**

Karen Walters, Director of Accounting – 12/ 2017

General Fund

Check numbers 595948 through 596267 totaling \$577,498.77

Capital Projects Fund

Check numbers 596268 through 596274 totaling \$305,223.75

Associated Student Body Fund

Check numbers 596275 through 596316 totaling \$36,408.68

1/10/18

General Fund

Check numbers 596317 through 596384 totaling \$126,889.30

Capital Projects Fund

Check numbers

Associated Student Body Fund

Check numbers 596385 through 596392 totaling \$6,406.00

**1) Minutes**

**2) Personnel Report**

**3) Vouchers/Payroll**

**4) Contracts**

Date	New / Renewal / Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract	Reviewed by	PO Required?
12/11/17	Renewal	No	NCESD	Cost Reimbursement for WVTSC Teachers	\$950,000	9/1/17 - 8/31/18	Denise Watson	Les	No
					<b>Budget Code</b>				
					4500-27-7098-545				
12/15/17	Revision	Yes	OSPI	CCLC Grant to include 2nd graders at Lincoln	\$0	Upon approval to August 2020	Carolyn Griffin-Bugert	Karen	No
					<b>Budget Code</b>				
					N/A				
12/28/17	New	No	Premera	Health Insurance - Medical	0107-27-7100-106	11/1/17 - 10/31/18	Lisa Turner	Karen	No
					<b>Budget Code</b>				
					N/A				
12/28/17	New	No	Premera	Health Insurance - Vision	0107-27-7100-106	11/1/17 - 10/31/18	Lisa Turner	Karen	No
					<b>Budget Code</b>				
					N/A				
12/28/17	New	No	Premera	Health Insurance - Dental	0107-27-7100-106	11/1/17 - 10/31/18	Lisa Turner	Karen	Yes
					<b>Budget Code</b>				
					N/A				

## 5) Surplus Report & Other Consent Items

### SURPLUS REPORT PREPARED BY:

Karen Walters, Director of Accounting: On File

**CAMPS & CLINICS:** WHS Fun Run

**POLICIES 2<sup>nd</sup> READING:** None

**OTHER:** Agreements

- 1) WSSDA Board Leadership Training Agreement
- 2) Music Theatre Agreement.

## IV. ASB Reports

**WHS ASB:** Ryan Hunsaker, ASB Activities rep:

- Ryan shared the history of the Janice Frans Talent Show and fundraiser, first time raised \$11,000 in one night and more donations came in to equal over \$17,000 total to help Janice Frans, a WHS teacher, with her battle against cancer over 21 years ago. She asked that the high school continue this event to help others who were in need.
- Over \$250,000 has been raised since to help others with debilitating illnesses, car accidents and life threatening illnesses.
- This year's beneficiary is a single mother fighting cancer who has lost several family members to cancer and her son has been diagnosed with autism.
- February 14-16 are dates for this year's show. It will start at 7 pm on Feb. 14<sup>th</sup> and final night on Feb. 16<sup>th</sup> will be the finale.

**WSHS:** None

## V. Citizen's Comments

### WenEA Update:

Kris Cameron, WenEA President, thanked the board for inviting them to make a brief report at the first board meeting of each month. Ms. Cameron introduced Marie West, L&C teacher and WenEA Executive Board Secretary. Ms. West shared some concerns about the increased number of students with mental health problems in the classroom and how it creates a disruption in learning for other students.

WenEA commends and is thankful to WSD for:

- Increased PBIS professional development
- Providing a character education curriculum
- Implementing district-wide data-based decision making teams
- Providing additional counseling staff and para-assistance
- Community based partnerships to help with behavior health issues
- Willingness to explore other avenues, to use the ACEs surveys, trauma informed approaches, professional development for social and emotional learning
- The new on-campus health clinics, they have been a real positive step forward at Lincoln and WestSide

Challenges teachers face:

- Legislation ties the hands of districts in funding discipline policies and additional positions and programs, yet we believe WSD needs more counseling staff and behavior specialists
- Professional Development of De-escalation and peer mediation techniques is needed
- Absenteeism of administrators from the buildings due to their obligations has been problematic in addressing these behavior problems – they are gone 3 out of 4 Thursday mornings a month.

OSPI provides a booklet about *Best Practices When Building Positive Student Behavior* Ms. West recommended the board read it.

**Dave Riggs**, retired teacher, shared his concerns about the block schedule at Wenatchee high school. He used the examples from others who are currently teaching at the high school. He is very concerned about student success.

**Carrie Christensen**, WHS German teacher, shared her many challenges with the block schedule, how it is affecting her students and the inability to cover enough curriculums for the semester – “Cost & Lost” approach is a concern. Hopeful WSD will be honest about “Cost & Lost” and have a conversation with all stakeholders.

**Jon Magnus**, WHS French AP teacher, made the point that his opinion is not personal but professional. He shared the difficulty he is having covering all the material in the semester that he has covered in the past. He shared many details of what he sees as problems for his students. The block schedule has slowed down his ability to teach his students, in not seeing students enough. He would like an open dialog with staff and administration about the block schedule. He also shared handouts to back up his concerns.

**Mary Symonds**, WHS AP teacher (25 years), very concerned about covering enough curriculum for her students. Her concern is that they would not be able to pass state exams and succeed not only at high school but also for post secondary students. She is having consistent frustration due to this schedule. Family emergencies forced her to take time off which made it even more difficult to help students make up the time she was out, the rotating block schedule kept her away from her students longer than the previous schedule.

**Judith Lurie**, parent, also shared her concerns about the block schedule and inability to access parent advisory committee's materials, minutes etc. She also shared her thoughts on the district's transparency concerning this issue.

**VI. Field Trips**

Jodi Smith Payne, Assist. Supt. L&T explained that this field trip was approved by Supt. Flones because at the last minute, between board meetings, the Jazz Ensemble was invited to perform at the Governor’s State of the State Address in Olympia. Everyone congratulated the students for the honor. They were on their way back from the performance at the time.

Out of District/Overnight & Out of State Field Trip Requests for Board Approval January 9, 2018										
Requesting Location	Trip Number	Dates	Destination	Teacher/Advisor Name	Group Making Trip/Chaperones	Educational Objective	# of Adults	# of Students	Estimated Cost	Funding
Wenatchee High School	3597	01/08/2018 03:30:00 PM - 01/09/2018 09:00:00 PM	Olympia, WA	Dawn McCormick	WHS Vocal Jazz Ensemble Chaperones: Dawn McCormick & Gar Dorey	Being honored to sing the Star Spangled Banner at the Governor's State of the State Address	2	22	Still waiting for transportation quote.	ASB - WHS Choirs
<b>**This trip was a last minute trip as the group was invited on December 20th. They will be departing on January 8th, which is a day before the Board Meeting.</b>										

**VII. Wenatchee Learns Strategies**

**WENATCHEE LEARNS STRATEGIES:**  
**Strategy 3: Use the Best Tools & Resources to Advance Learning**  
*Objective 3.4 Facilities that Optimize Learning*

**WES CIP - Washington Elementary - WLK Change Order 10**  
 Gregg Herkenrath, Director of Facilities’ name was misspelled on the agenda, that was corrected. He asked for approval of Change Order #8 which is to the credit for WSD of \$93,133.00. Details below:

SITUATION

Change Order No. 10 is attached for your review and approval. The change order includes two credits to the School District from the unused balance of the GCCM contingency in the amount of \$72,539.00 and the unused balance of the Negotiated Support Services (NSS) in the amount of \$20,594.00 for a total credit of \$93,133.00 for the Washington Elementary School Modernization & Addition project.

<u>Original Construction Contract Amount</u>	\$24,071,602.03
<u>Current Change Order</u>	
Change Order No 10	(\$93,133.00)
<u>Total Change Orders</u>	
Change Order 1 thru 9	\$690,830.00
Change Order No. 10	(\$93,133.00)
Change Orders 1 thru 10	\$597,697.00
<u>Contract Amount including this Change Order</u>	\$24,669,299.03

RECOMMENDATION

The Board of Directors approves Change Order No. 10 to WLK Joint Venture, Inc. for the Washington Elementary School Construction Project in the amount of (\$93,133.00) decreasing the contract amount to \$24,669,299.03.

<b>TOTAL AMOUNT FOR THIS CHANGE ORDER</b>	<b>DEDUCT</b>	<b>(\$93,133.00)</b>
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<b>SUMMARY</b>	
The original Contract Sum was	\$24,071,602.03
Net change by previously authorized Change Orders	\$690,830.00
The Contract Sum prior to this Change Order was	\$24,762,432.03
The Contract Sum will be decreased by this change order	(\$93,133.00)
The new Contract Sum including this Change Order will be	\$24,669,299.03

The Contract Time will be unchanged.  
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged .

**MOTION MADE:** Laura R. Jaecks made a motion to approve WES CIP - Washington Elementary - WLK Change Order 10 - credit for WSD of \$93,133.00 as presented.

**SECONDED:** By Sunny Hemphill

**PASSED:** Unanimously

**DISCUSSION:** None

**ECLC CIP – Castlerock Learning Center - WLK Change Order 08**

He asked for approval of Change Order #8 which is to the credit for WSD of \$103,155.00. Details below.

SITUATION

Change Order No. 8 is attached for your review and approval. The change order includes two credits to the School District from the unused balance of the GCCM contingency in the amount of \$82,345.00 and the unused balance of the Negotiated Support Services (NSS) in the amount of \$20,810.00 for a total credit of \$103,155.00 for the Castle Rock Learning Center Modernization project.

<u>Original Construction Contract Amount</u>	\$4,664,835.84
<u>Current Change Order</u>	
Change Order No. 8	(\$103,155.00)
<u>Total Change Orders</u>	
Change Order 1 thru 7	\$202,132.00
Change Order No. 8	(\$103,155.00)
Change Order 1 thru 8	\$98,977.00
<u>Contract Amount including this Change Order</u>	\$4,763,812.84

RECOMMENDATION

The Board of Directors approves Change Order No. 8 to WLK Joint Venture, Inc. for the Castle Rock Learning Center Modernization Project in the amount of (\$103,155.00) decreasing the contract amount to \$4,763,812.84.

**MOTION MADE:** Laura R. Jaecks made a motion for Castlerock Learning Center - WLK Change Order 08 to the credit for WSD of \$103,155.00 as presented.

**SECONDED:** By Sarah Knox

**DISCUSSION:** Does this mean we are done? *"We are so close to being almost done." Mr. Herkenrath's response.*

**PASSED:** Unanimously

**ADDITIONAL INFORMATION TOPICS:**

**WHS Schedule Update:**

Eric Anderson, WHS Principal, gave the following Data Metrix for the schedule evaluation to the board and answered their questions.

Extensive discussion points:

- Metrix Form summary
- 2-step process for evaluation
- Draft format currently – Committee still meeting
- Leadership input – 2 occasions & more opportunities coming up
- Advisory committee input - 2 meetings, more to come
- Department Heads and LIT involved with input also
- Will begin looking at data at end of semester
- Set priorities first, what do we want to accomplish?
- State Achievement Index discussed
- We will look at :
  - Attendance
  - Graduation rate
  - # of students in courses
  - 9<sup>th</sup> grade failure rate
  - Discipline data
  - Test scores
  - # of students who are participating
- Suggested to measure curriculum that was covered in past and what has been covered this year
- All these questions can be put into the Perception Survey that is planned for staff and students
- Comparing to last year students would not be a good measure because it is a different pool of students and possibly different curriculum
- Two weeks left for the end of the semester
- Finals schedules discussed, how soon after semester
- Also difficult to compare finals to last years' because they may have covered different material, final may have changed also
- Giving sample tests to just compare scores would not work because history has proven students do not perform if not required to earn a grade on a test.
- Board only heard from the International Language & AP teachers. Some board members would like to hear from other teachers, in other departments, after the end of the semester.

WHS Data Matrix (DRAFT)

#	CRITERIA	YEAR		YEAR	
		SCORE	+/-	SCORE	+/-
1	Graduation Rates **				
2	Attendance Rates **				
	Average Daily Attendance				
	Chronic Absenteeism				
3	Discipline Data *				
	Short Term Suspension				
	Long Term Suspension				
	Expulsion				
4	State Testing Scores ^				
	Math				
	English/Language Arts				
	Science				
5	Number of Students in Elective Courses *				
6	Elective Course Offerings *				
7	Schoolwide Grade Breakdown				
8	9 <sup>th</sup> Grade Failure Rate *				
9	Number of Students in Work Based Learning				
10	Number of Students in Job Shadows				
11	SAT Scores				
12	SAT Test Participants				
13	ACT Scores				
14	ACT Test Participants				
15	Number of Students Participating in Dual Credit Courses **				
	Running Start				
	Advanced Placement				
	College in the High School				
	Tech Prep				
16	Advanced Placement Scores				
	Number of AP test taken				
17	Perception Survey - Students				
18	Perception Survey - Staff				
19	Perception Survey - Parents				
20	Participation in Clubs				
21	Participation in Sports				
22	Counseling Referrals *				
	Suicide				
	Social/Emotional				
	Mental Health				
23	Post Secondary Enrollment				
	4 Year College				
	2 Year College				
24	College Retention Rate				
25	College Remediation Rate				

Demographic Breakdown information for all possible criteria (Racial, Socioeconomic, Special Ed)  
^ State Achievement Index Indicator  
\* Original Bell Schedule Indicator

- Questions about standardized finals - can they be used to measure
- The first State test is in March a second test in May
- The matrix will change because the classes will change
- Board concerns about "Study Hall" credit for AP classes
- The "study hall" model is a collaborative work effort with student to student and a teacher available for help and support during the class, on site.
- Rubric is used "pass/fail" grade
- WHS is looking at priority, what are we trying to accomplish with this schedule change
- What is our Goal: To have a supportive culture in the building for students and staff – working together
- Academic Achievement is imperative as a priority goal also
- The Board was encouraged, by Mr. Anderson, to attend the Parent Advisory committee meetings to observe the constructive work the committee is doing. The committee is a very good cohesive group with good dialog, not everyone agrees with each other all the time but they work well together and are moving in a positive direction.
- Reasons for schedule change discussed:
  - CORE 24 state requirement, students required to earn more credits to graduate; 23 earned credits in 2017 incremental increases to 30 earned credits in 2021, this schedule gives more opportunities for students to earn credits.
  - 9<sup>th</sup> grade failure rate addressed – more individual help for those students, state tracks the failure rates, we do likewise and this is an effort to help those students succeed.
  - The students have the opportunity to take more classes, better preparing students for college & future with more career choices.
  - Social Emotional Tracking is addressed more thoroughly with this schedule.
  - Teachers are only asked to give "D's" if the student earns a 68%, to keep equity in grading we ask all classes to recognize 68% as a "D" grade, the teacher decides if a student is eligible to go to the next class in sequence, not the grade the student receives.

Director Jaecks thanked Mr. Anderson for his patience in answering the board's many questions.

**Community Involvement: Focus/Discussion Group Meetings**

**Mission & Vision Board Advisory Committee**

Michele Sandberg, Board Chair, brought up the idea of forming the following committees:

- Community Involvement: Focus/Discussion Group Meetings
- Mission & Vision Board Advisory Committee

After a short discussion it was determined that the board members needed more information and more time before bringing it to a board meeting for a public discussion. They will bring it back at the next board meeting or workshop, after all members of the board have the opportunity to view the possible proposals and have a plan in place.

**Strategy 4: Balance Change for All with Excellence for All**

*Objective 4.1 Continuous Improvement of Service Quality*

**1) Communication Hub: District-wide Committee Update**

Brian Flones, Superintendent, & Kris Cameron, WenEA President, shared the Communication Hub website with the board. They also shared how it keeps the staff and administration informed on all fronts of what is happening in the district. It has helped to enlighten the staff of the why & how some decisions are made, and the work and research behind those decisions. It is also open to the public so the community and parents can see what goes into the many facets of education in our district and surrounding the education process of our students. They perused through the website with the board.

Website Link: <http://www.wenatcheeschools.org/committees/index>



January 2018



**Section 1.01 Welcome to the Wenatchee School District Communication Hub!**

The Hub was born out of a mutual desire by staff and administration, through our District Learning Team, to provide greater access to conversations taking place about topics important to students and staff. Due to its success at accomplishing this goal, the Hub is now accessible by parents and community members as well.

Click on a team or committee name to learn about the structure, mission, members, and minutes of that group's work.

Thank you for your interest in our schools,  
District Learning Team Co-Facilitators

**Superintendent Brian Flones & Wenatchee EA President Kris Cameron**



- [District Learning Team](#) - To provide opportunities to model and support a culture of collaboration where all stakeholders are engaged in building a system focused on continuous improvement of the learning system.
- [Leadership Team](#) - The Leadership team is comprised of all district classified and certified administrators, which includes building, district office, operational administrators, and the Wenea President. The purpose of Leadership team meetings is to

provide a venue for informing, discussing, and gathering feedback from district administrators on issues that have a district wide impact, such as the strategic plan and district initiatives.

- **Focused Improvement Team** - District & building administrators and union leaders, focus on listening and learning together primarily to program/policy/operational issues experienced by staff members in the field in order to make adjustments that optimize use of time and resources.
- Learning and Teaching Teams
  - **Elementary Math Adoption** - Recommend curriculum adoption of instructional materials that are aligned to the Washington State Learning Standards and will ensure student success in learning.
  - **Elementary Report Card** - Recommend an elementary report card that best meets the needs of those preparing and consuming the information.
  - **Positive Behavior Intervention Supports (PBIS) Team** - Monitor and support implementation at all schools and enable long-term sustainability.
  - **Assessment Committee** - Review, improve, communicate district assessment system
  - Professional **Learning Design Team** - Identify, develop, monitor professional learning opportunities in support of district initiatives for certificated staff
- **Technology Planning Committee** - This group will meet again in 2018-2019 to create our next three year plan. The information linked here is from the last time we did our plan in 2015-2016

#### District Learning Team

[August 28, 2017 - Meeting Notes](#)

- A. Listening & Learning Tours Review
- B. Boundary Audit Orientation

[October 3, 2017 - Meeting Notes](#)

- Listening & Learning Tour planning - OMS
- LIT Waiver Draft

[December 5, 2017 - Meeting Notes](#)

- Variance Draft: WenEA Contract
- OMS Listening & Learning Tour
- TURN Conference debrief
- Planning for WHS Listening & Learning Tour

#### District Leadership Team

[September 7, 2017 - Meeting Notes](#)

- C. Career Connected Learning
- D. Safe School Preparedness & Response Plan

[October 5, 2017 - Meeting Notes](#)

- Key Performance Indicator Planning & PLC Survey
- Student Services Updates

[November 9, 2017 - Meeting Notes](#)

- Dark Fiber
- Sub Issues & Personal Days

[December 7, 2017 - Meeting Notes](#)

- Administrator GEM Award Winner
- Parent Volunteers for Committees

#### Focused Improvement Team

[November 14, 2017 - Meeting Notes](#)

- E. A third attempt will be made to recruit K-5 Report Card Committee members
- F. K-5 Report Card Committee will address the "comments" section of the report card during the 2017 - 18 school year.

#### Elementary Math Adoption

[October 12, 2017 - Meeting Notes](#)

- G. Reviewed the curriculum adoption process
- H. Established team norms
- I. Defined consensus: "Consensus is reached when all stakeholders have had a say and the will of the group has emerged and is evident, even to those who disagree." Consensus means "overwhelming, but not necessarily unanimous, agreement."
- J. Next meeting is November 20th from 9:30 - 3:00

[November 20, 2017 - Meeting Notes](#)

- Initial review of curriculum materials
- Key communication points

#### Elementary Report Card Committee

[December 13, 2017 - Meeting Notes](#)

- K. Building Expectations
- L. Communication to Stakeholders

## 2) District web page format:

### Communications Team

**Purpose:** Coordination and strategic planning of district communication.

**Members:**

- Jon DeJong - Deputy Superintendent
- Ron Brown - Director of Instructional Technology
- Teri Fink - Public Information Officer
- Diana Haglund - Wenatchee Learns Coordinator
- Laurie Hunter - Web Design/Electronic Document Control Specialist

The communication team took turns walking the board through the following powerpoint. They started with the history of our website and continued throughout the years explaining the different faces it has taken on and the technology that has developed to change the face of the district. Mr. Brown pointed out that some districts have full time webmasters in several different areas, but WSD does not. The schools have a TRT who is paid a very small stipend to oversee their school's website and help individuals in their school with technology needs and issues. Each school is responsible for the content of their webpage, that is why some are more current than others.

Powerpoint:

# Website Communication Systems

WSD Communications Committee:  
Jon DeJong | Ron Brown | Teri Fink | Diana Haglund | Laurie Hunter

## Communications Tools

**Website and Digital Media (Content Development and Distribution)**  
District Website Content, Feature Sliders/Graphics, eNewsletter, Articles for Professional Association Blogs and Sites (e.g. WSSDA, Our Kids Our Future, WA STEM), Video production and Coordination.

**Print Publications (Dual Language)**  
District Newsletter, Brochures, Specialty Publications/Fliers, Wenatchee World (Community Connections) and Business World Articles.

**Broadcast and Media Relations**  
Radio Interviews, PSAs (KPQ, KOHO), Television (NCW Life) Interviews, Maintain Distribution List of Local and State Media Partners, Maintain Relations with Media Contacts.

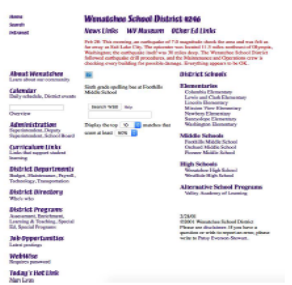
**Social Media (District and WLC)**  
Facebook, Twitter, YouTube and Instagram,

2001

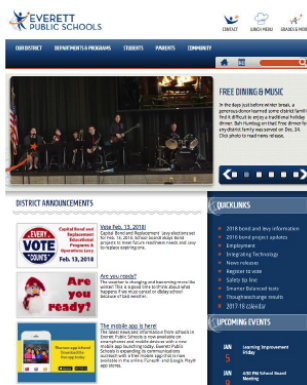
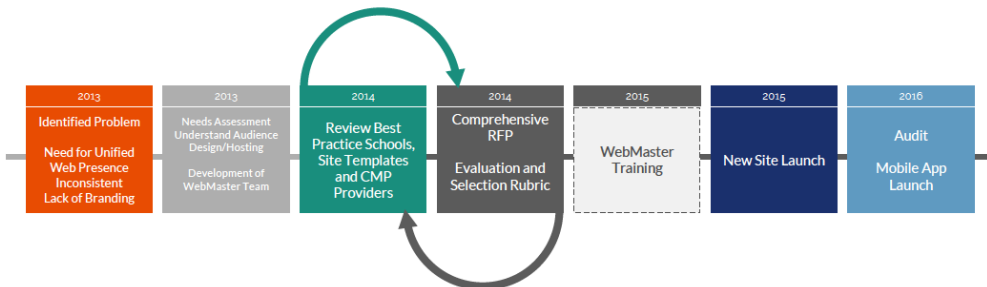
2007

2013

2015



## New Website Development Process



Menus, Navigation, Aesthetics, Responsive Design, Application Enabled, Translatable, Complimentary School Sites Design



**Capital Bond Phase 2 \$120 Million**  
The Bond Phase 2 addresses an aging and overcrowded Wenatchee High School


Click Here for Information - Election Date: April 24, 2018

### District News

- Fourteen Wenatchee Teachers Earn National Board Certification  
January 9, 2018
- Winter Bus Routes go into effect Friday, January 5, 2018  
January 3, 2018
- School Delays and Closures due to Inclement Weather: What you need to know  
January 2, 2018
- Wenatchee Rep Speaks at Congressional Briefing in DC, Featured on Forbes.com  
December 12, 2017

View all news | Subscribe to News

Stay Connected



Parents Students Community Staff

### I want to...

- Read the Required School Information Packet
- Access Forms and Application Packets
- View the District Dashboard
- View the Bond Phase 2 Information
- Read the Inside Wenatchee Schools Newsletter(s)
- Access e-Funds - Online payment option
- View the Parent Information Packet 1
- View the Parent Information Packet 2
- View Lunch Menus
- View the Student/District Calendars

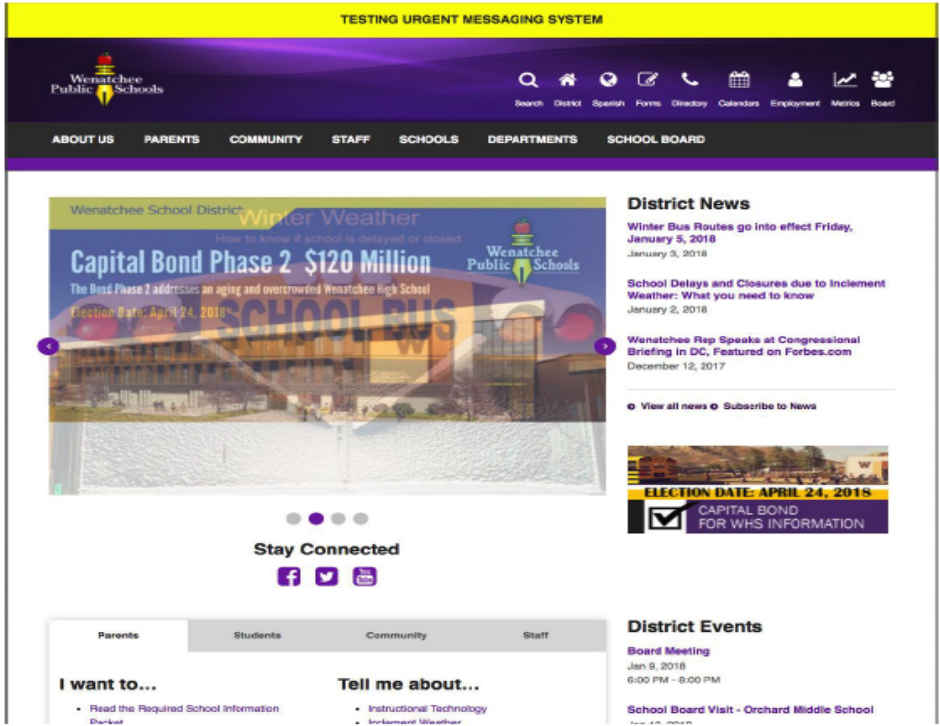
### Tell me about...

- Instructional Technology
- Inclement Weather
- Free and Reduced Meals
- Riding the Bus
- Highly Capable (HiCap)
- Strategic Plan
- Student Assessment
- Student Services - Choice Enrollment, Daycare, Family Services, Flyer Distribution, Homeless Assistance, Riding the Bus, Student Registration
- Kindergarten Registration

### District Events

- Board Meeting  
Jan 9, 2018  
6:00 PM - 8:00 PM
- School Board Visit - Orchard Middle School  
Jan 12, 2018  
11:00 AM - 12:00 PM
- Board Meeting  
Jan 23, 2018  
6:00 PM - 8:00 PM
- School Board Visit - Wenatchee High School  
Feb 2, 2018  
12:00 PM - 1:00 PM

TESTING URGENT MESSAGING SYSTEM



Wenatchee School District Winter Weather  
How to know if school is delayed or closed

**Capital Bond Phase 2 \$120 Million**  
The Bond Phase 2 addresses an aging and overcrowded Wenatchee High School  
Election Date: April 24, 2018

SCHOOL BUS

ELECTION DATE: APRIL 24, 2018  
CAPITAL BOND FOR WHS INFORMATION

## Who is in charge of the content?

- Instructional Technology Director oversee the webmaster group
- District Webmaster in charge of edits and updates to the district site as directed by departments. Trains other owners as needed to enable control of their own content. Mobile app fed from the websites.
- Building Webmasters are an extracurricular stipended position that is the editor for the items on the building websites
- Volunteers are moderators of social media sites representing schools and departments (Currently Facebook, Instagram, and Twitter)



## Minimum School Content Requirements

Standard	Owner of Data	Month Due (Updated annually)
Link to DO	Webmaster	Updated Annually
Link to ESD	Webmaster	Updated Annually
Link To OSPI	Webmaster	Updated Annually
Link to Strategic Plan	Webmaster	Updated Annually
Disclaimer	Human Resources	Updated Annually
Staff Directory	Office/Webmaster	August Updated / Ongoing
Schedule	Office	August Updated / Ongoing
Events Calendar	Office	Monthly Updated / Ongoing
Newsletters	Office	Monthly Updated / Ongoing
CIPP information	Principal	June Updated

## Minimum School Content Requirements

LIT Information	Office	September
PTA Information	Office	September
History	Principal	Anytime
Mission & Vision	Principal	Yearly
Principal Message	Principal	Quarterly
Pictures of School	Webmaster/Others	Monthly
Pictures of Events	Webmaster/Others	Monthly
Pictures of Staff	Office/Webmaster	September
Address, Phone, Fax	Webmaster	Once
Map to School	Webmaster	Once
Teacher link to Skyward	Webmaster	Once

## Content Editor Information



## Minimum School Content Requirements

Tech Support Link(s)	Technology	Once
Library Media Center	Librarian	Once
Supply Lists	Teachers	June
Lunch Menu	Office	Monthly
Daily Bulletin	Office	Daily/Weekly
Student Handbook	Office	September

### 3) Video/Sound taping of board meetings and posting on webpage:

Ron Brown, Director of Instructional Technology, shared the following presentation of the current EarthChannel that the district has in place for videoing and live streaming the board meetings. There was a short question and answer session afterwards. The meeting was video taped this evening, it will be viewed and fine tuned for public viewing, to fix the sound and focusing of the cameras. It will then be available on the board website.



# EarthChannel

## Cloud based meeting archives and live broadcasting

### Sustainable Solution

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- Agenda Management
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- Unlimited Bandwidth
- Unlimited Storage\*
- Unlimited Viewers
- Unlimited Support
- Unlimited Training



\*Unlimited storage applies to all self-generated media that matches the EarthChannel profile and is limited to 7-years.

The board thanked Mr. Brown for all his work.

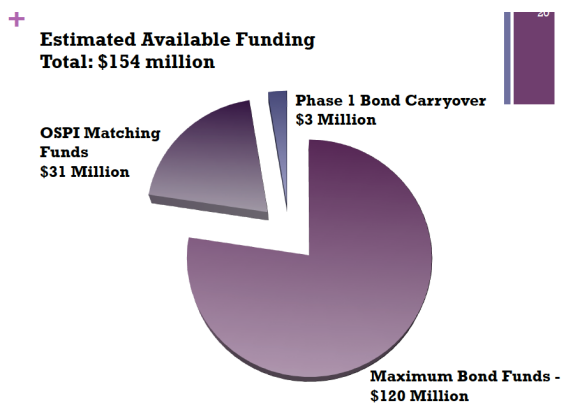
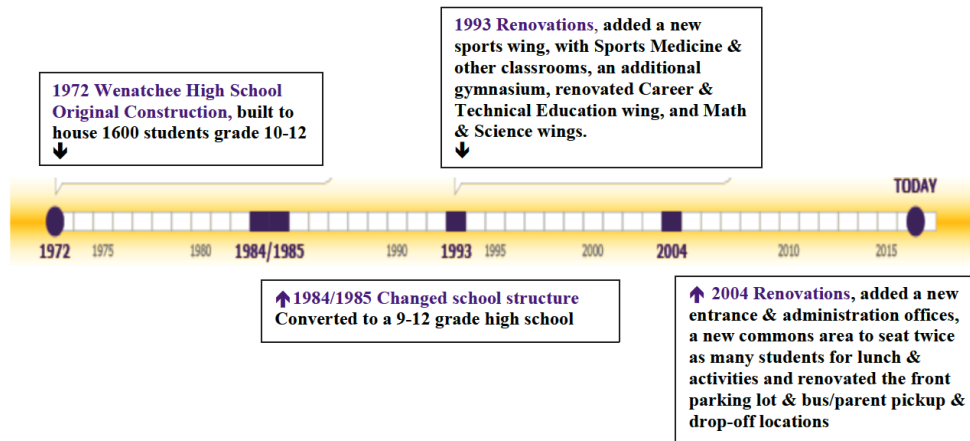
**Strategy 3: Use the Best Tools & Resources to Advance Learning**

*Objective 3.4 Facilities that Optimize Learning*

**1) WHS Bond Presentation & Resolution 09-17**

Brian Flones, Superintendent quickly showed the board the Powerpoint bond presentation and Resolution 09-17. He also shared the PDC guidelines for participation of the board and administration during a bond campaign. Supt. Flones and administrators have given 26 presentations so far at schools and community groups.

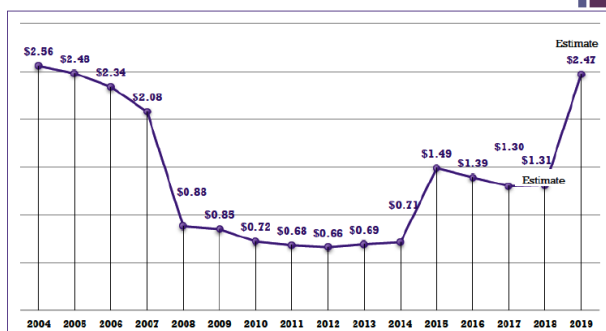
**Bond Phase 2**  
**Wenatchee Schools**  
**Wenatchee High School Modernization**



**Taxpayer Impact Analysis**

Assessed Value of Property ↓	Monthly Property Tax Increase for Bonds ↓	Annual Property Tax Increase for Bonds ↓
	<b>\$33.83</b>	
5 \$350,000		\$406.00
4 \$300,000		\$351.00
3 \$250,000		\$292.50
2 \$200,000		\$234.00

**Comparison of Proposed Bond Tax Rate to Prior Rates**  
**Bond Rate per \$1,000 of assessed property value**



**2017 Comparable Tax Rates**  
**Bond Rate per \$1,000 of Assessed Property Value\***

DISTRICT	BOND RATE	CAPITAL PROJECTS LEVY RATE	TOTAL SCHOOL RATE
CASHMERE	\$2.57	\$0.14	\$2.71
CASCADE	\$1.93	\$0.01	\$1.94
QUINCY	\$1.88	0	\$1.88
ENTIAT	\$1.62	0	\$1.62
EASTMONT	\$1.52	\$0.47	\$1.52/\$2.00
WENATCHEE	\$1.30	0	\$1.30/\$2.47
MANSON	0	\$0.75	\$0.75
LAKE CHELAN	0	\$0.72	\$0.72
MOSES LAKE	\$0.56/2018	0	\$0.56/?

\*Per County Assessors Office

**RESOLUTION NO. 09-17**

A RESOLUTION of the Board of Directors of Wenatchee School District No. 246, Chelan County, Washington, providing for the submission to the voters of the District at a special election to be held on April 24, 2018, of a proposition authorizing the District to issue general obligation bonds in the principal amount of no more than \$120,000,000, for the purpose of paying costs of expanding and modernizing Wenatchee High School, the principal of and interest on such bonds to be payable from annual excess property tax levies; designating the Secretary to the Board and bond counsel to receive notice of the ballot title from the Auditor of Chelan County, Washington; authorizing a request for a Certificate of Eligibility from the State Treasurer pursuant to chapter 39.98 RCW; designating the Secretary to the Board and/or the District's Chief Financial Officer as the District officials authorized to file with the State Treasurer, on behalf of the District, the request for a Certificate of Eligibility; and providing for other matters properly related thereto, all as more particularly set forth herein.

Supt. Flones shared the PDC guidelines packet, he pointed out page 8. He encouraged the board to read the document. If there is any question that we did not follow the guidelines properly during the campaign it could jeopardize the bond passage. First Bond committee organizing meeting will be January 19<sup>th</sup>. Please let Supt. Flones know how much involvement you would like in this process.

Excerpt:

**Public Disclosure Commission Guidelines for School Districts in Election Campaigns**  
**Persons Permitted & Not Permitted - General Considerations**

**School Boards**

- May collectively vote to support or oppose a ballot measure at a properly noticed public meeting, where opponents of the measure are given an equal opportunity to express views.
- Shall not pressure or coerce the superintendent to participate in campaign activities.
- Shall not explicitly include passage of a ballot measure in the district’s annual goals.

**School Board Members**

- May engage in political activities on his or her own time, if no public equipment, vehicle or facility is used. (An elected official may use his or her title, but should clarify that he/she is speaking on his/her own behalf, and not on behalf of the district. If the board has adopted a resolution, the board member can then speak on behalf of the district.)
- Shall not direct district staff to perform tasks to support or oppose campaign activities or ballot measures.
- Shall not use public facilities or resources in engaging in political activities.
- Is the board member using staff time, a public vehicle, or other public resources?
- Has the board adopted a resolution? If yes, the board member can speak on behalf of the district. If not, has the board member made it clear that he or she is not speaking on behalf of the district?

**VIII. Board Communication**

A board member asked if we will recognize the National Board Certified Teachers.

Supt. Flonas responded: For teachers who receive National Board Certification the board will recognize them at the next board meeting along with the celebration for board appreciation month.

**VIII. Superintendent Report**

- Supt. Flonas shared the NW Leadership brochure for the WSD CFO position opening upon Les Vandervort’s retirement. A brief discussion of logistics followed.
- Board Orientation Packets and the board planning calendar given to the board members this week and the board was asked to review the topics and dates. Supt. Flonas asked for input so he can plan that there is time to fit all the presentations into the board calendar.
- Deputy Supt. DeJong asked the board to give specifics to them so the presenters are prepared with the specific information to answer all board questions prior to their presentations.

**VIII. Meeting Adjourned Into an Executive Session at 9:10 pm**

Meeting adjourned into an Executive Session, President Michele Sandberg adjourned the meeting with this statement:

The school board will enter into executive session in accordance with board policy 1410, Section E, and RCW 42.30.110(g) to review the performance of staff members.

The executive session is expected to last 45 minutes and no action will be taken following the executive session

**IX. Executive Session Reopened at 9:55 pm – additional time needed**

- **MEETING OPENED FROM EXECUTIVE SESSION:** President Michele Sandberg reopened into open meeting to extend the meeting 15 minutes and went back into the executive session.

**IX. Executive Session opened into the regular meeting; it adjourned at 10:10 pm – no action taken**

- **MEETING ADJOURNED:** President Michele Sandberg adjourned the meeting at 10:10 pm.

\_\_\_\_\_  
President

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

**WENATCHEE SCHOOL DISTRICT**

**January, 23, 2018**

<b>TO:</b>	<b>BOARD OF EDUCATION</b>
<b>FROM:</b>	Brian L. Fiones, Superintendent
<b>PREPARED BY:</b>	Lisa N. Turner, Executive Director of Human Resources
<b>SUBJECT:</b>	PERSONNEL REPORT

**HIRES**

<b>Employee Name</b>	<b>Job</b>	<b>FTE</b>	<b>Hours/day</b>	<b>Building</b>	<b>Effective Start Date</b>	<b>Effective End Date</b>
<b>Classified:</b>						
Bravo-Valdovinos, Selena	ASP Staff/Tutor & Activity Instructor	-	3.00	NBY	11/28/2017	8/29/2018
Butler, Teresa	Interpreter of the Blind	-	6.00	LNC	1/3/2018	-
Dahlke, Kristin	ASP Staff/Tutor & Activity Instructor	-	3.00	NBY	11/27/2017	8/29/2018
Dilly, Tara	Lifeguard	-	-	WHS	12/6/2017	7/30/2018
Driver, Susan	ASP Activity Instructor	-	2.50	Mutiple	11/27/2017	8/29/2018
Duvall, Rebecca	ASP Activity Instructor	-	2.25	LNC	10/16/2017	8/29/2018
Ellis, Cassy	Nutrition Services Associate I	-	3.50	COL	1/3/2018	-
Folden, Kari	Nutrition Services Associate II	-	4.00	SS	1/3/2018	-
Gomez, Jeseela	Sped Para	-	6.00	Castle	1/3/2018	-
Harris, Richard	ASP Staff/Tutor & Activity Instructor	-	3.00	NBY	11/28/2017	8/29/2018
Hubbard, Claudia	ASP Staff/Tutor & Activity Instructor	-	3.00	Mutiple	11/28/2017	8/29/2018
Klinginsmith, Sherrie	Bus Para	-	1.67	Transportation	1/8/2018	-
Lowell, Damon	ASP Activity Instructor	-	2.50	Mutiple	11/1/2017	8/29/2018
Madsen, Keith	ASP Activity Instructor	-	2.50	Mutiple	1/3/2018	8/29/2018
Navarrete, Carmen	LAP Para Ed	-	6.00	COL	1/3/2018	6/15/2018
Nelson, Macy	ASP Staff/Tutor & Activity Instructor	-	3.00	NBY	11/28/2017	8/29/2018
Netherda, Lori	Elementary Lead Custodian	-	8.00	COL	12/27/2017	-
Neuenschwander, Kristin	Para Ed - Piano Accompanist	-	1.50	PIO	1/9/2018	-
Pulliam, Malea	Director's Secretary	-	8.00	SPED	12/8/2017	-
Ranne, Suzanne	Interpreter of the Blind	-	6.00	MV	1/3/2018	-

Sanchez, Ana	LAP Para Ed	-	3.00	L&C	1/3/2018	6/15/2018
Sitio, Guadalupe	Title 3 Para Ed	-	-	St Joseph	1/5/2018	-
Stefanides, Gabriel	AVID Tutor	-	-	Mutiple	12/12/2017	6/18/2018
Stefanides, Gabriel	ASP Activity Instructor	-	3.00	Mutiple	1/3/2018	8/29/2018
Stockwell, Cindy	Para Counseling Assistant	-	3.00	OMS	1/3/2018	-
Stockwell, Cindy	LAP Para Ed	-	2.00	OMS	1/3/2018	6/15/2018
Stubbe, Pamela	ASP Activity Instructor	-	2.00	Mutiple	1/3/2018	8/29/2018
Vidal, Daniel	ASP Staff/Tutor	-	3.00	L&C	1/3/2018	8/29/2018

**LEAVE OF ABSENCE**

<b>Employee Name</b>	<b>Job</b>	<b>FTE</b>	<b>Hours/day</b>	<b>Building</b>	<b>Effective Start Date</b>	<b>Effective End Date</b>
<b>Classified:</b>						
Bailey, Danielle	MS Secretary	-	7.00	OMS	12/11/2017	3/5/2018
Cannedy, Rhonda	Sped Para Ed	-	6.00	OMS	12/12/2017	1/16/2018
Dietrich, Sara	Assistant Secretary	-	7.50	WHS	3/2/2018	6/15/2018
Effrig, Christine	Nutrition Service Associate II	-	8.00	FMS	11/9/2017	1/17/2018
Leishman, Bob	Elementary Lead Custodian	-	8.00	LNC	12/13/2017	2/28/2018
Miller, Dianna	HR Specialist/ Substitute Coordinator	-	8.00	DO	12/6/2017	1/4/2018
Morris, Stephen	Elementary Lead Custodian	-	8.00	NBY	11/1/2017	12/27/2017
Netherda, Lori	Utility Custodian	-	8.00	SS	11/30/2017	1/8/2018
Port, Curtis	Utility Custodian	-	8.00	COL/L&C/NBY	11/15/2017	1/10/2018
Rabey, Nancy	Assistant Accountant	-	8.00	DO	12/27/2017	2/20/2018
Rolfs, Rebecca	Para Ed	-	3.20	WHS	11/27/2017	12/11/2017
Sheppard, Karen	Transportation Secretary	-	8.00	Transportation	12/26/2017	1/9/2018
St. John, Constance	Para Ed (Intermittent LOA)	-	4.50	FMS	11/28/2017	6/15/2018
Vander Schalie, Holly	Para Ed	-	6.50	FMS	1/3/2018	5/1/2018
Wright, Kassie	Director's Secretary	-	8.00	DO	12/27/2017	1/24/2018
<b>Certificated:</b>						
Clark, Noreen	6th Grade Science Teacher	1.00	-	FMS	3/12/2018	3/30/2018
Larsen, Rebecca	1st Grade Teacher	1.00	-	WA	1/3/2018	6/15/2018
Rivera, Ramon	Mariachi Director (Intermittent LOA)	1.00	-	WHS/ PIO	9/1/2017	6/15/2018

**RETURN FROM LEAVE OF ABSENCE**

Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
<b>Classified:</b>						
Dale, Denise	Library Secretary/ Para Ed	-	7.40	MV	1/8/2018	-
Effrig, Christine	Nutrition Service Associate II	-	8.00	WHS	1/3/2018	-
Martin, Joanna	Library Secretary/ Para Ed	-	7.69	MV	1/3/2018	-
Meloy, Mark	Utility Custodian	-	8.00	LNC	12/18/2017	-
Miller, Dianna	HR Specialist/ Substitute Coordinator (Partial return)	-	4.00	DO	1/4/2018	1/14/2018
Miller, Dianna	HR Specialist/ Substitute Coordinator	-	8.00	DO	1/15/2018	-
Morris, Stephen	Elementary Lead Custodian	-	8.00	NBY	12/26/2017	-
Netherda, Lori	Elementary Lead Custodian (Partial return)	-	2.00	COL	12/27/2017	1/2/2018
Netherda, Lori	Elementary Lead Custodian	-	8.00	COL	1/3/2018	-
White, Kim	HS Office Manager	-	8.00	WHS	1/3/2018	-
<b>Certificated:</b>						
Huson, Lynda	2nd Grade Teacher	1.00	-	WA	1/3/2018	-

**RESIGNATIONS**

Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
<b>Classified:</b>						
Anderson, Katie	School to Work Liason & Assistant Secretary	-	4.80	WHS/CC	1/1/2018	-
Butler, Teresa	Sped Para Ed	-	6.00	LNC	1/3/2018	-
Calderilla Meza, Flor	ASP Activity Instructor	-	2.50	Multiple	10/19/2017	-
Carlson, Sara	Para-Eduator	-	6.00	WA	12/8/2017	-
Gomez, Jeseela	Sped Para Ed/ Assistant Childcare (Partial)	-	6.00	Castle	1/3/2018	-
Morgan, Naomi	Sped Para Ed	-	6.00	Castle	1/26/2018	-
Ranne, Suzanne	Sped Para Ed	-	6.00	MV	1/3/2018	-
Stockwell, Cindy	Sped Para Ed (Partial)	-	6.00	OMS	1/2/2018	-
Zelaya, Elvin	ASP Staff/Tutor	-	3.00	PIO	10/2/2017	-
Zelaya, Elvin	AVID Tutor	-	-	Multiple	1/3/2018	-
<b>Certificated:</b>						

Frodsham, Tiffany	Nurse	1.00	-	WHS/Transition HS	12/15/2017	-
<b>RESCINDED RESIGNATION</b>						
Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
<b>Classified:</b>						
Groff-Sanders, Mary	Para Ed - Piano Accompanist	-	1.50	FMS	12/15/2017	-
<b>RETIREMENT</b>						
Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
<b>Classified:</b>						
Leishman, David	Utility Custodian	-	8.00	COL	5/1/2018	-
<b>Certificated:</b>						
Graham, Randy	Math Teacher	1.00	-	OMS	7/1/2018	-
Harmening, Sandra	Reading Intervention Specialist	1.00	-	NBY	6/30/2018	-
<b>2017-2018 SUPPLEMENTAL CONTRACTS</b>						
Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
Evitt, Amy	LIT Member	-	-	Castle	-	-
Graves, Wendy	LIT Team Leader	-	-	Castle	-	-
Oudeans, Deana	LIT Member	0.60	-	Castle	-	-
Sias, Katrina	LIT Member	-	-	Castle	-	-
Anguiano, Leandro	Assistant Girls Basketball	1.00	-	FMS	-	-
Fisher, Dustin	Head Wrestling	1.00	-	FMS	-	-
Franza, Mike	Head Girls Basketball	1.00	-	FMS	-	-
Hallberg, Alexxa	Assistant Girls Basketball	1.00	-	FMS	-	-
Narte, Jenaia	Assistant Girls Basketball	1.00	-	FMS	-	-
Sandoval, Anthony	Assistant Wrestling	1.00	-	FMS	-	-
Noble, Katie	WA Kids	1.00	-	LNC	-	-
Donaldson, Stephen	Assistant Girls Basketball	1.00	-	OMS	-	-
Lara, Arlando	Assistant Girls Basketball	0.85	-	OMS	-	-

Perez, Luis	Head Wrestling	1.00	-	OMS	-	-
Spietz, Amy	6th Girls Basketball	1.00	-	OMS	-	-
Floyd, Paul	Assistant Girls Basketball	1.00	-	PIO	-	-
Hallberg, Diane	Assistant Girls Basketball	1.00	-	PIO	-	-
Harle, Karissa	Assistant Girls Basketball	1.00	-	PIO	-	-
Jagla, David	Head Wrestling	1.00	-	PIO	-	-
Murie, Cindy	Assistant Girls Basketball	1.00	-	PIO	-	-
Crain, Oliver	Supervision - Boys Swim Sped	-	-	WHS	-	-
Springer, John	Unified Basketball	0.50	-	WHS	-	-





DATE: January 23, 2018 Meeting

TO: Board of Directors

FROM: Lindee Akers

RE: Hand Carry Payroll Report

# MEMORANDUM

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

Thank you, Lindee



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 596393 through 596605 totaling \$742,633.12

Capital Projects Fund

Check numbers 596606 through 596610 totaling \$37,925.18

Associated Student Body Fund

Check numbers 596611 through 596648 totaling \$18,847.09

Transportation Vehicle Fund

Check number 596649 totaling \$4,071.72

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

Certification:

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

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Signature of Auditing Officer

Date

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

As of January 23, 2018, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$803,477.11. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 596393 through 596649, totaling \$803,477.11

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

Check Nbr	Vendor Name	Check Date	Check Amount
596393	4 KLIFT SERVICES INC.	01/24/2018	134.17
596394	ACCU TECH	01/24/2018	8,247.42
596395	AG SUPPLY COMPANY	01/24/2018	42.49
596396	ALLIED 100 LLC	01/24/2018	281.51
596397	AMAZON CAPITAL SERVICES	01/24/2018	2,032.97
596398	AMERICAN PRODUCE EXPRESS, LLC	01/24/2018	193.80
596399	AMERIGAS	01/24/2018	1,340.72
596400	ANDERSON, ERIC JOHN	01/24/2018	326.00
596401	APPLE COMPUTER INC	01/24/2018	1,425.20
596402	AWSP/WASA	01/24/2018	85.00
596403	BATTERY SYSTEMS	01/24/2018	677.89
596404	BERGER, THERESA	01/24/2018	201.66
596405	BONNIWELL, LAURIE L	01/24/2018	839.18
596406	BORST, KELSEY A	01/24/2018	30.32
596407	BOYLE, HEIDI LYNNETTE	01/24/2018	299.00
596408	BREWER, LYNDSAY LEE	01/24/2018	49.81
596409	BRYSON SALES & SERVICE	01/24/2018	897.25
596410	BULLIS, ROBERT W	01/24/2018	115.00
596411	CAMPBELL, MARILEE	01/24/2018	24.10
596412	CAROLINA BIOLOGICAL SUPPLY	01/24/2018	180.44
596413	CASCADE SCHOOL DISTRICT	01/24/2018	200.00
596414	CASCADE QUALITY WATER CENTER	01/24/2018	540.05
596415	CASCADE ANALYTICAL INC	01/24/2018	64.89
596416	CHELAN CO BASKETBALL OFFICIALS	01/24/2018	4,727.68
596417	CHELAN CO TREASURER	01/24/2018	108,136.00
596418	CHINOOK MUSIC SERVICE INC	01/24/2018	824.25
596419	CITY TREASURER	01/24/2018	16,113.50
596420	CLANCY'S FARM LLC	01/24/2018	1,176.58
596421	CLINE, ROBERT BLAIR	01/24/2018	1,152.10
596422	COLEMAN OIL	01/24/2018	2,429.26
596423	COLLINS, KEITH R	01/24/2018	627.55
596424	COMMERCIAL PRINTING INC	01/24/2018	77.48
596425	COMMERCIAL TIRE	01/24/2018	51.93

Check Nbr	Vendor Name	Check Date	Check Amount
596426	COMPUTER TECHNOLOGY LINK	01/24/2018	2,583.82
596427	CONGDON MAILING SERVICE	01/24/2018	77.63
596428	CONSOLIDATED ELECTRICAL DISTRI	01/24/2018	20.81
596429	CORRECTIONAL INDUSTRIES	01/24/2018	170.98
596430	COSTCO HOUSEHOLD BANK FSB DO	01/24/2018	718.34
596431	COSTCO MEMBERSHIP	01/24/2018	180.00
596432	CRAIG, TRISHA	01/24/2018	1,977.79
596433	CTS CASH OFFICE	01/24/2018	4,567.79
596434	DAVIS, ARNEIL LAW FIRM LLP	01/24/2018	12,000.00
596435	DEJONG, JON DAVID	01/24/2018	123.38
596436	DEPT OF LICENSING	01/24/2018	26.00
596437	DEPT OF LABOR & INDUSTRIES	01/24/2018	30.40
596438	DICKEY, EILEEN DEVON	01/24/2018	18.78
596439	DISCOUNT SCHOOL SUPPLY	01/24/2018	158.39
596440	DOH ASSOCIATES PS	01/24/2018	2,156.00
596441	DOTSON, BENJAMIN J	01/24/2018	18.62
596442	DUVALL, REBECCA L	01/24/2018	40.55
596443	DYSLEXIA TRAINING INSTITUTE LL	01/24/2018	4,732.47
596444	EASTMONT SCHOOL DISTRICT	01/24/2018	4,782.30
596445	EASTMONT HIGH SCHOOL	01/24/2018	315.00
596446	ELLENSBURG HIGH SCHOOL ASB	01/24/2018	250.00
596447	ERICKSON, DEANNE M	01/24/2018	25.00
596448	FARWEST IRONWORKS INC	01/24/2018	154.99
596449	FASTENAL COMPANY	01/24/2018	377.29
596450	FINK, TERI	01/24/2018	11.02
596451	FIREFLY COMPUTERS LLC	01/24/2018	775.00
596452	FISHER, DUSTIN S	01/24/2018	62.84
596453	FOOD SERVICE OF AMERICA	01/24/2018	19,708.91
596454	FRANKS, SIERRA E	01/24/2018	25.00
596455	FRANZ FAMILY BAKERIES	01/24/2018	1,191.92
596456	FRED MEYER CUSTOMER CHARGES	01/24/2018	272.79
596457	GAMETIME	01/24/2018	36,973.18
596458	GONZALEZ, FELIPE	01/24/2018	5.00
596459	GOOD SAMARITAN FIRST AID	01/24/2018	90.00
596460	GRADUATION ALLIANCE INC	01/24/2018	1,833.15
596461	GRIFFIN-BUGERT, CAROLYN GAIL	01/24/2018	319.08
596462	HAGLUNDS TROPHIES	01/24/2018	119.40
596463	HANCHEY, LISA M	01/24/2018	1,272.70
596464	HANFORD HIGH SCHOOL	01/24/2018	350.00
596465	HARGRAVES, BRENDA S	01/24/2018	78.00
596466	HAWKINS, SHAWNA DIANNE	01/24/2018	299.00
596467	HERRON, TINA M	01/24/2018	11.77
596468	HILL, JANET R	01/24/2018	20.96
596469	HOILAND, JESSICA RENEA	01/24/2018	78.00
596470	HOME DEPOT	01/24/2018	651.94
596471	ICICLE BROADCASTING INC	01/24/2018	150.00
596472	INGRAM, CATHERINE L	01/24/2018	225.00
596473	INLAND PIPE AND SUPPLY	01/24/2018	153.74
596474	JACKSON, KAYLI MAURINE	01/24/2018	11.89
596475	JCD REPAIR LLC	01/24/2018	1,306.88

Check Nbr	Vendor Name	Check Date	Check Amount
596476	JERRYS AUTO SUPPLY	01/24/2018	726.18
596477	JOHNSON, BRIAN G	01/24/2018	1,000.00
596478	JOHNSTONE SUPPLY INC	01/24/2018	435.25
596479	JORDAN, ALEXANDRA ARLENE	01/24/2018	68.36
596480	JOSTENS	01/24/2018	3,849.37
596481	JW PEPPER & SON INC	01/24/2018	48.79
596482	KANSKY, ROBIN EDWARD	01/24/2018	42.56
596483	KEYHOLE INC	01/24/2018	22.76
596484	KING COUNTY DIRECTORS ASSN	01/24/2018	9,552.20
596485	LAKE CHELAN SCHOOL DISTRICT	01/24/2018	240.00
596486	LANCASTER, SANDRA K	01/24/2018	69.85
596487	LANGAGER, SANDRA R	01/24/2018	22.00
596488	LENTON, WENDY A	01/24/2018	11.25
596489	LEWIN, DEBORAH J	01/24/2018	42.77
596490	LIMA, MARIA ELENA	01/24/2018	4.71
596491	LINK TRANSPORTATION	01/24/2018	55.00
596492	LINKEDIN CORPORATION	01/24/2018	1,782.00
596493	LOCAL TEL COMMUNICATIONS	01/24/2018	14,899.49
596494	LOFTUS, PATRICK JOSEPH	01/24/2018	54.20
596495	LOWES HOME IMPROVEMENT	01/24/2018	310.02
596496	LUNA, ITZIA L	01/24/2018	26.02
596497	MACKIN LIBRARY MEDIA	01/24/2018	3,728.29
596498	MADLAND, MARY	01/24/2018	208.33
596499	MAILFINANCE, INC	01/24/2018	1,387.12
596500	MANZARO, JESSICA M	01/24/2018	3.00
596501	MARSON AND MARSON LUMBER INC	01/24/2018	57.18
596502	MARTINEZ, CHERYL L	01/24/2018	111.29
596503	MEAD SR HIGH SCHOOL	01/24/2018	85.00
596504	MENDOZA, LILIANA	01/24/2018	773.00
596505	MENDOZA, VERONICA H	01/24/2018	39.66
596506	MICRO COMPUTER SYSTEMS	01/24/2018	1,553.75
596507	MICROREPLAY INC	01/24/2018	818.00
596508	MIDWEST IMPRESSIONS INC	01/24/2018	578.00
596509	MILLER, EMILY E	01/24/2018	3.91
596510	MONTALVO, PATRICIA	01/24/2018	884.63
596511	MORROW, CAROLINA	01/24/2018	5.78
596512	MOSES LAKE HIGH SCHOOL	01/24/2018	100.00
596513	NCCE REGISTRATION	01/24/2018	560.00
596514	NEOFUNDS BY NEOPOST	01/24/2018	2,000.00
596515	NICPAN-BROWN, KRISTINA M	01/24/2018	7.25
596516	NORCO INC	01/24/2018	22.49
596517	NORTH CENTRAL ESD	01/24/2018	194,558.70
596518	NW TEXTBOOK DEPOSITORY	01/24/2018	4,293.38
596519	NW VITAL RECORDS CTR INC	01/24/2018	260.00
596520	O'REILLY AUTOMOTIVE STORES	01/24/2018	88.70
596521	OFFICE DEPOT	01/24/2018	4,229.54
596522	ORANGE CO DEPT OF EDU	01/24/2018	1,500.00
596523	OSPI CHILD NUTRITION SERV	01/24/2018	24,481.15
596524	OXARC	01/24/2018	158.72
596525	PACIFIC SECURITY	01/24/2018	350.00

Check Nbr	Vendor Name	Check Date	Check Amount
596526	PALMER, BETTY D	01/24/2018	94.12
596527	PARSONS PHOTOGRAPHY	01/24/2018	601.62
596528	PC & MACEXCHANGE	01/24/2018	1,713.70
596529	PEPIN, RICK D	01/24/2018	30.00
596530	PEREZ, LUIS	01/24/2018	10.84
596531	PIONEER DRAMA SERVICE INC	01/24/2018	55.00
596532	PLATT ELECTRICAL SUPPLY	01/24/2018	727.48
596533	PORT, CURTIS	01/24/2018	10.00
596534	PTOLEMY, WENDY MARIE	01/24/2018	1,000.00
596535	PUD NO 1 OF CHELAN COUNTY	01/24/2018	59,113.34
596536	QUINN, GINA A	01/24/2018	3.37
596537	R/P GUERRERO FARM	01/24/2018	250.00
596538	RATH, KARLYN M	01/24/2018	237.31
596539	REV.COM INC	01/24/2018	5.00
596540	RICOH USA, INC.	01/24/2018	2,790.08
596541	RUSHING, KIM A	01/24/2018	16.95
596542	RWC INTERNATIONAL LTD	01/24/2018	449.54
596543	SAFEWAY INC	01/24/2018	1,122.70
596544	SCHETKY NORTHWEST SALES	01/24/2018	1,020.70
596545	SCHOOL ART MATERIALS	01/24/2018	163.62
596546	SCHOOLKIDZ.COM LLC	01/24/2018	539.50
596547	SHIPOWICK, BRICE DEAN	01/24/2018	45.21
596548	SHIPOWICK-SMITH COUNSELING LLC	01/24/2018	208.33
596549	SHORT, CHERYL	01/24/2018	208.33
596550	SIMMONS, DEBORAH L	01/24/2018	5.78
596551	SKALISKY, KEVIN DALE	01/24/2018	110.00
596552	SKILLSOURCE	01/24/2018	38,409.75
596553	SMELLER, SARAH D	01/24/2018	70.92
596554	SPRINGBROOK FARMS, INC	01/24/2018	6,881.17
596555	ST OF WA DEPT OF REVENUE	01/24/2018	1,865.40
596556	STANS MERRY MART	01/24/2018	314.30
596557	STANTON, SUZANNE M	01/24/2018	46.55
596558	STONEWAY ELECTRIC	01/24/2018	4,235.53
596559	STREAN, BETSY L	01/24/2018	487.60
596560	STUBER, STEPHANIE	01/24/2018	17.00
596561	SUN BASIN THEATERS	01/24/2018	598.06
596562	SUPPLYWORKS	01/24/2018	78.05
596563	TACOMA SCREW PRODUCTS INC	01/24/2018	83.90
596564	TACONY CORPORATION	01/24/2018	304.67
596565	THACKERAY, ZANE	01/24/2018	18.00
596566	THYSSENKRUPP ELEVATOR INC	01/24/2018	2,558.24
596567	TOGETHER FOR DRUG FREE YOUTH	01/24/2018	4,000.00
596568	TOTAL CARE	01/24/2018	1,425.00
596569	TPR EDUCATION LLC/THE PRINCETO	01/24/2018	10,200.00
596570	TRONSON, DENNIS HILTON	01/24/2018	150.00
596571	TURF STAR INC	01/24/2018	379.68
596572	UNIV OF WA AUTISM CENTER	01/24/2018	9,924.92
596573	UPS	01/24/2018	141.28
596574	US LINEN & UNIFORM INC	01/24/2018	2,157.84
596575	VALAAS, ADELA MENDOZA	01/24/2018	43.10

Check Nbr	Vendor Name	Check Date	Check Amount
596576	VALDEZ, CYNTHIA	01/24/2018	2,289.55
596577	VALDEZ, EDWARD L	01/24/2018	41.38
596578	VALDOVINOS, CARI J	01/24/2018	32.50
596579	VELAZQUEZ, CAITILIN N	01/24/2018	266.97
596580	WASTE MANAGEMENT	01/24/2018	10,688.68
596581	WAXIE SANITARY SUPPLY	01/24/2018	22.46
596582	WEAVER, RYAN C	01/24/2018	1,000.00
596583	WEINSTEIN BEVERAGE CO	01/24/2018	141.76
596584	WEN SAND & GRAVEL	01/24/2018	246.74
596585	WEN VALLEY CHAMBER OF COMMERCE	01/24/2018	910.00
596586	WEN VALLEY MUSEUM & CULTURAL C	01/24/2018	7,500.00
596587	WEN VALLEY HOSPITAL	01/24/2018	437.21
596588	WEN VALLEY SHUTTLE	01/24/2018	9,735.00
596589	WEN WORLD	01/24/2018	2,653.63
596590	WESCO PAINT & EQUIPMENT SUPPLY	01/24/2018	156.86
596591	WEST MUSIC CO	01/24/2018	37.19
596592	WHS ASB	01/24/2018	570.20
596593	WILBUR ELLIS COMPANY LLC	01/24/2018	243.09
596594	WILLIAMS, DAVID WAYNE	01/24/2018	56.15
596595	WILLIAMS, TRAVIS	01/24/2018	40.83
596596	WILLOUGHBY, SUSAN	01/24/2018	9.70
596597	WILSON, MICHAEL E	01/24/2018	14.55
596598	WIRTH, DEBRA	01/24/2018	773.00
596599	WOMENS RESOURCE CNTR OF NCW	01/24/2018	2,247.46
596600	WOODROW WILSON HIGH SCHOOL	01/24/2018	150.00
596601	WSSDA	01/24/2018	14,712.97
596602	WVTSC	01/24/2018	135.57
596603	WVTSC PETTY CASH	01/24/2018	42.84
596604	YAKSUM ORCHARD	01/24/2018	460.00
596605	YMCA OF GREATER SEATTLE	01/24/2018	935.00
596606	FORTE ARCHITECTS INC	01/24/2018	4,969.00
596607	HILL INTL INC	01/24/2018	1,743.15
596608	KING COUNTY DIRECTORS ASSN	01/24/2018	24,121.71
596609	LOCAL TEL COMMUNICATIONS	01/24/2018	758.58
596610	TCF ARCHITECTURE PLLC	01/24/2018	6,332.74
596611	7 SEAS SCREEN PRINTING	01/24/2018	39.11
596612	ACADEMICS ARE COOL	01/24/2018	440.00
596613	AMAZON CAPITAL SERVICES	01/24/2018	158.60
596614	ANDERSON, ERIC JOHN	01/24/2018	72.00
596615	APPLEBEES BAR AND GRILL	01/24/2018	875.00
596616	BATY, CAMILLA	01/24/2018	200.00
596617	BSN SPORTS	01/24/2018	153.45
596618	CAFFE D'ARTE	01/24/2018	30.00
596619	CHAMPIONSHIP AWARDS	01/24/2018	84.00
596620	CHRISTOPHERSON, DARCY	01/24/2018	45.00
596621	COLUMBIA VALL BREWING/RIVERSID	01/24/2018	4,065.00
596622	COSTCO HOUSEHOLD BANK FSB DO	01/24/2018	207.13
596623	GROTHE, BRENT JOSEPH	01/24/2018	288.58
596624	HAGLUNDS TROPHIES	01/24/2018	1,257.76
596625	HOWARD, JENNIFER L	01/24/2018	30.00

Check Nbr	Vendor Name	Check Date	Check Amount
596626	ICICLE RIVER COMPANY	01/24/2018	1,394.03
596627	JW PEPPER & SON INC	01/24/2018	47.96
596628	LINK TRANSPORTATION	01/24/2018	125.00
596629	OFFICE DEPOT	01/24/2018	169.61
596630	OLSON, TINA M	01/24/2018	183.38
596631	PINS AND NEEDLES	01/24/2018	130.08
596632	QUICK SIGN	01/24/2018	251.49
596633	RED LION HOTEL LEWISTON	01/24/2018	1,283.04
596634	ROSA, HEATHER LYNN	01/24/2018	84.52
596635	SAFeway INC	01/24/2018	172.36
596636	SCHOOL NEWSPAPERS ON LINE	01/24/2018	323.74
596637	SILVERDALE BEACH HOTEL	01/24/2018	1,368.48
596638	SOCCER.COM	01/24/2018	507.44
596639	TECHNOLOGY STUDENTS ASSOC	01/24/2018	187.00
596640	WA EXTREME CHEER & DANCE	01/24/2018	1,240.00
596641	WEINSTEIN BEVERAGE CO	01/24/2018	591.92
596642	WEN WORLD	01/24/2018	909.48
596643	WHITE, WILLIAM J	01/24/2018	749.81
596644	WHS ASB IMPREST	01/24/2018	580.00
596645	WMEA ALL-STATE	01/24/2018	110.00
596646	WOMENS RESOURCE CNTR OF NCW	01/24/2018	70.92
596647	WSD	01/24/2018	359.40
596648	WSD FOOD SERVICES CATERING	01/24/2018	61.80
596649	BRYSON SALES & SERVICE	01/24/2018	4,071.72

257 Computer

Check(s) For a Total of

803,477.11



	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
	257	Computer	Checks For a Total of	803,477.11
Total For	257	Manual, Wire Tran, ACH & Computer	Checks	803,477.11
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	803,477.11

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-357.19	0.00	742,990.31	742,633.12
20	Capital Projects	0.00	0.00	37,925.18	37,925.18
40	Associated Stude	-21.83	0.00	18,868.92	18,847.09
90	Transportation V	0.00	0.00	4,071.72	4,071.72

## January 23, 2018 Board Meeting

### Submission Summary Form for District Contracts

Submit **unsigned** contracts to the District office for review at least two weeks before the scheduled School Board meeting. Upon review, the contracts will be submitted to the Superintendent's office, to be included on the consent agenda for School Board approval. Federally funded contracts must be accompanied with proof that the vendor has not been "Suspended or Debarred". *All District contracts require school board approval.*

*The only authorized signatures on contracts are Brian Fiones, Jon Dejong, Les Vandervort, or the School Board.*


Date	New / Renewal / Revision	Federal Yes/No	Agency	Purpose	Amount	Effective Dates	Staff Person Responsible for Contract	Reviewed by	PO Required?
01/04/18	New	No	Numerica Performing Arts Center (PAC)	Ticket sales for Spring Play "The Wedding Singer"	4% of gross sales, .20 ticket	Upon Approval to 3/17/18	Paul Atwood / Ricardo Iniguez	Danielle	Yes
					<b>Budget Code</b>				
					402-4490				
01/04/18	New	No	Pybus Event Center	Student Art Show	\$413	2/10/18 - 2/11/18	Reid Carlson / Dennis Conger	Les	Yes
					<b>Budget Code</b>				
					3100-27-7007-402-6409				
01/08/18	New	No	Eastern WA University	Cooperative Teaching Agreement	\$0	1/1/18 - 6/30/21	Lisa Turner	Les	No
					<b>Budget Code</b>				
					N/A				
01/23/18	New	No	DSHS	Agreement with a local agency for transportation of foster students.	Situation Dependent	1/25/18 - 8/31/20	Mark Helm / Bill Eagle	Les	No
					<b>Budget Code</b>				
					5100-27-8000-000				
					<b>Budget Code</b>				
					<b>Budget Code</b>				
					<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 (if necessary), the contract will be submitted 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 / Renew / Revision	Agency	Purpose	Amount or \$0	Contract Start & End Date	Staff Person Responsible for Contract	Reviewed by? (District Office)	Attorney Review Required?
01/04/18	New	NUMERICA PERFORMING ARTS CENTER AT THE STANLEY CIVIC CENTER	TICKET SALES FOR SPRING PLAY THE WEDDING SINGER	4% of Gross ticket sales + .20 a per ticket printed	upon approval and end 3/17/18	Paul Atwood		Decided at DO
				Budget Code or N/A	Does it renew automatically?	I have read this contract and recommend it for board approval. <u>R.I.</u> Initials <u>1/5/18</u> _ Todays Date	Is a PO Required?  No	
				402-4490	No			

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

Agency Name Numerica Performing Arts Center at the Stanley Civ  
 Attention: \_\_\_\_\_  
 Street address or PO Bc 123 North Wenatchee Ave  
 City, State, Zip Code Wenatchee WA 98801  
 Email Address \_\_\_\_\_  
 Phone Number 663-2787

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

If this is a revision, what changed?

**RECEIVED**  
 JAN 10 2018  
 By \_\_\_\_\_

Tickets sales for Wenatchee High School Spring Play, Wedding Singer. Runs March 8-17, 2018.

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

Reviewed by Attorney email attached  
 Signature \_\_\_\_\_

Requires Edits? No



Numerica Performing Arts Center at the Stanley  
 Civic Center  
 123 North Wenatchee Avenue  
 Wenatchee, WA 98801  
 Box Office: 509-663-2787

## BOX OFFICE CONTRACT

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 School District / WPS Drama (hereinafter referred to as "Group") 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 at the Stanley Civic Center located at 123 N. Wenatchee Avenue, Wenatchee, Washington (hereinafter referred to as the "Theatre") which includes box office facilities;

WHEREAS, Group desires to utilize the Theatre's box office facilities for purpose identified in the Box office Form (hereinafter referred to as the "Event"), a copy of which is attached hereto as Exhibit A.

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

### AGREEMENT

- Incorporation of Recitals. The foregoing Recitals are incorporated herein by this reference.
- Marketing and Contact Information. The Group shall include the following on all marketing materials:

It is recommended that this information is included on all marketing material:

Numerica Performing Arts Center Box Office

509-663-ARTS (2787)

[www.numericapac.org](http://www.numericapac.org)

123 North Wenatchee Avenue, Wenatchee, WA 98801

**Box Office Hours: 10:00 PM – 5:30 PM, Monday – Friday**

3. Fee Schedule. Group shall pay to the PAC 4 % of the gross ticket sales for the Event and \$0.10 per ticket printed. For customers ordering ticket(s) over the phone or on the web site, an additional charge of \$2.50 per ticket plus a \$3.00 mailing/\$2.00 will call fee will be charged to the buyer. A \$1.00 per ticket credit/debit charge will also be incurred by the buyer if using a card. A \$1.00 per ticket fee will be charged to exchange or reprint a ticket due to loss or theft.
4. Refund Policy. All tickets are printed "All Sales final, no refunds or exchanges." No refund shall be granted for ticket purchases. The PAC will accommodate exchanges within the same event, but will not exchange for different events. Refunds will not be given for an exchange of lesser value than the original purchase amount. The PAC shall not hold tickets that have not been paid for. A credit card may be used to purchase over the phone.
5. Box Office. 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 Group warrants that it will not order, distribute, or issue same without PAC's express prior written consent. Persons two years and older are required to have a ticket for the Event. 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 Group shall be for the sole purpose of promoting the Event or like events, 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. Box Office hours shall be 10:00 to 5:30 PM, Monday through Friday, not including Federal holidays, and 90 minutes prior to event start time. These hours may change at any time. Online ticket sales will conclude not more than three (3) hours prior to event start time, unless otherwise noted.
6. 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 Group shall not be entitled to participate therein.

7. Settlement. Final settlement shall be completed within a reasonable time and final payment shall be made to Group in lawful money of the United States issued on a PAC company check after Group completes the Event. Additional charges may apply to any special payment arrangements.
8. Lien. PAC shall have the first lien against Receipts and for all unpaid fees. PAC is empowered to withhold funds from Receipts for all such items.
9. Attorney's 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.
10. 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.
11. 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.

12. 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, waiver 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.
13. 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.
14. 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.
15. 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  
At the Stanley Civic Center  
123 N. Wenatchee Avenue

Wenatchee School District / WPA's Drama  
1101 Millendale Ave  
Wenatchee 98801  
attn: Tami Walters

Wenatchee, WA 98807

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. Counterpart 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 electronically shall be deemed valid execution of this Agreement and binding on the parties.



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

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

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

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

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

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

EXHIBIT A

BOX OFFICE FORM

# NUMERICA PERFORMING ARTS CENTER 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: Tami Walters Paul Atwood

ADDRESS: 1101 Mullerdale Ave

CITY: Wenatchee STATE: WA ZIP: 98801

PHONE 1: 509-664-3678 PHONE 2: \_\_\_\_\_

EMAIL: walters.t@wenatchee.k12.wa.us

## EVENT DETAILS

TITLE OF EVENT: The Wedding Singer

DATE/S: 3/8, 9, 10, 15, 16, 17

SPONSORED/PRESENTED BY: WHS Drama Club

VENUE (circle):  PAC  Other WHS Auditorium

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

## PERFORMANCE DETAILS

TOTAL RUNNING TIME (with intermission): 2.5

INTERMISSION (circle):  Yes  No If Yes, LENGTH OF INTERMISSION: 15

EVENING PERFORMANCE (Date/s): 3/8, 9, 10, 15, 16, 17 Start Time: 7:30

MATINEE PERFORMANCE (Date/s): 3/10 & 17 Start Time: 2:30

\*\*\*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 #
<i>Main Floor Rear Center</i>		
<i>Next to Sound Booth</i>		
<i>Main Rear Right</i>		
<i>Main Rear Left</i>		
<i>Balcony Wing Right</i>		
<i>Balcony Wing Left</i>		
<i>Other</i>		

## TICKET DETAILS

TICKETING TYPE (circle): General Admission Reserved Seating

MAXIMUM CAPACITY (circle): ~~500~~ other: 200 Estimated

Attendance: 200

TICKET SALES BEGIN (date): ASAP INTERNET (date): \_\_\_\_\_

COMPLIMENTARY TICKETS (total): \_\_\_\_\_

Please check those which apply below:

- \*All tickets are the same price.
- \*Tiered pricing for this event. Please indicate pricing structure below and on attached seating chart.
- \*Manner of ticket delivery (circle all desired):  
Box office
print-at-home
mobile delivery
will call
mail

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

Category	Detail	Ticket Price
<b>BY AGE</b>		
Adult		\$ 15
Seniors	62 and over?	\$ 10
Student	What level student?	\$ 10
Child	Age applicable?	\$ .
<b>BY THEATER AREAS</b>		
Section 1		\$
Section 2		\$
Section 3		\$
<b>BY PURCHASE TIME</b>		
Advance Ticket Price		\$
At-the-Door Ticket Price		\$

*\* Artist Holds, Equipment Placement, 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: Phone/Net \$2.50 per ticket Credit Card use \$1 per ticket Delivery  
\$2 mail or \$3 will call  
Cash/check payment, print-at-home or mobile delivery free  
Reprint Fee: \$1 per ticket exchanged or reprinted due to loss or theft.*

## **BOX OFFICE POLICIES**

*All tickets are required to be sold through the PAC box office only, unless otherwise agreed upon. 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.*

*Ticket sale information will only be released to authorized individual(s), named below. Information will be provided by the Office Manager. Please do not request information from PAC volunteers or support staff. A log-in guide will be provided to authorized vendors at the same time tickets go on sale for the event.*

*Ticket revenues will be audited and remitted to you post-event. If you are renting the PAC, please refer to the Receipt Policy and Revenue Disbursements in the Venue Use Contract. Other arrangements require a contract rider.*

## **AUTHORIZATION**

Please list any individuals who are authorized to make changes to this agreement, attain sales reports or request a release of tickets. We will not release sales figures or tickets to any person not listed below.

1. NAME: Tami Walters

TITLE:

PHONE: 509-664-3678

2. NAME: Paul Atwood

TITLE: Director

PHONE: 509-670-1048

3. NAME:

TITLE:

PHONE:

\_\_\_\_\_ Initial if the person who signs this contract is the only person who may make changes, attain sales reports or request tickets.

If ticket reimbursement check should be mailed to someone other than the contact person, please state below:

NAME:

ADDRESS:

CITY:

STATE:

ZIP:

EMAIL:

PHONE:

PAC Box Office reserves the right to retain a copy of all box office records for PAC marketing purposes. Financial information will be kept confidential. By signing this agreement, it is agreed that any mailing lists released to you will be for the sole purpose of promoting arts and entertainment events, and said list will not be

*sold or otherwise distributed. You are obliged to remove patrons from the mailing list who have requested you do so.*

---

*Authorizing Signature*

*Date*

---

*PAC Executive Director*

*Date*

*To view your promoter information on-line  
please request your password from the Office Manager.*



Two weeks

**ELECTRONIC SIGN**

# VENUE USER ELECTRONIC SIGN FORM

Included with Venue Use:

Up to three consecutive impressions on the Numerica PAC electronic sign, 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 Numerica PAC approval. Numerica 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: \_\_\_\_\_



Watson, Denise &lt;watson.d@wenatcheeschools.org&gt;

**RE: Numerica Performing Arts**

1 message

**Danielle Marchant** <Danielle@dadkp.com>  
 To: "Watson, Denise" <watson.d@wenatcheeschools.org>  
 Cc: Les Vandervort <vandervort.l@wenatcheeschools.org>

Fri, Jan 12, 2018 at 6:06 PM

Denise:

I had one of our attorneys review the PAC contract. There does not appear to be any changes that need to be made. However, I would like to point out the PAC contract states that the WHS Drama Club will be videotaping the play. The contract that we previously reviewed from MIT regarding this play had a strict no videotaping clause unless the District purchased an additional license. Thus, the District should determine prior to the videotaping if the play can in fact be videotaped without violating its license agreement with MIT.

Let me know if you have any questions.

Danielle R. Marchant  
 Attorney At Law



**DAVIS ARNEIL**  
 LAW FIRM LLP

617 Washington Street • Wenatchee, WA 98801  
 Telephone: (509) 662-3551 • Facsimile: (509) 662-9074

Email: [danielle@dadkp.com](mailto:danielle@dadkp.com) • Web: [davisarneillaw.com](http://davisarneillaw.com)

**From:** Watson, Denise [<mailto:watson.d@wenatcheeschools.org>]  
**Sent:** Wednesday, January 10, 2018 1:57 PM  
**To:** Danielle Marchant <[daniellem@jgsmlaw.com](mailto:daniellem@jgsmlaw.com)>  
**Cc:** Les Vandervort <[vandervort.l@wenatcheeschools.org](mailto:vandervort.l@wenatcheeschools.org)>  
**Subject:** Numerica Performing Arts

Hi Danielle,  
 Les asked me to send this over for your review.  
 Thank you,

Denise M. Watson, CSBS  
 WSD Accounting Coordinator  
 235 Sunset Avenue  
 Wenatchee, WA 98801  
 (509) 663-8162 ext. 33230

## 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), the contract will be submitted 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 / Renew / Revision	Agency	Purpose	Amount or \$0	Contract Start & End Date	Staff Person Responsible for Contract	Reviewed by? (District Office)	Attorney Review Required?
1-4-18	NEW	PyBus Event Center	student ART Show	9412.50	FEB 10-11 2018	Reid (Name Here) Carlson	<i>[Signature]</i>	
				Budget Code or N/A	Does it renew automatically?	Dennis Fones I have read this contract and recommend it for board approval.	Is a PO Required?	
				3100-27-7007-402-6409	NO	<i>[Signature]</i> Initials 1-4-18 Today's Date	Yes	Decided at DO

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

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

Agency Name: PyBus Event Center  
 Attention: Jacob Schall / Steve Robinson  
 Street address or PO Box: 3 N. Worthen  
 City, State, Zip Code: Wenatchee, WA 98801  
 Email Address: Jacob.Schall@pybusmarket.org  
 Phone Number: 509-888-3900

If this is a revision, what changed?

RECEIVED  
 JAN 04 2018  
 By \_\_\_\_\_

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

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

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



### Pybus Event Center Usage Agreement

3 North Worthen, Wenatchee, WA 98801

Reservation not complete until signed by both parties.

Email completed form to [jacobi.schall@pybusmarket.org](mailto:jacobi.schall@pybusmarket.org)

Contact Name Reed Carlson Business Name WENATCHEE HIGH SCHOOL CTE  
 Billing Address WSDistrict 235 SUNSET AVE, WENATCHEE WA 98801  
 Phone Reed Mohil 509-679-1789 Email CARLSON,R@WENATCHEESCHOOLS.ORG  
 Event Date(s) Sat + Sun, Feb. 10-11, 2018 Event Start 9AM End Time 4PM  
 Set Up Time 8AM Clean up Time 4-6PM  
 Type of Event ART AND PHOTOGRAPHY EXPO  
 Estimated Attendance 100+ Will alcohol be served? Yes  No

If attendance exceeds 200 a 25% surcharge will be added to final cost.

	Price	Quantity	Total
Day Rate (8am-5pm)	\$ 275.00	<u>2</u>	<u>\$550.00</u>
Evening Rate (5pm-11pm)	\$ 550.00		\$ -
Deck w/Event Center	\$ 100.00		\$ -
Deck Only	\$ 250.00		\$ -
Kitchen	\$ 100.00		\$ -
Stage Setup	\$ 25.00		\$ -
PA System	\$ 25.00		\$ -
Projector	\$ 10.00		\$ -
Cocktail Tables (each)	\$ 10.00		\$ -
Rectangular Tables (each)	\$ 5.00		\$ -
Chairs (each)	\$ 1.00		\$ -
Security at Pybus' discretion	\$ 30/hour		\$ -

*Handwritten notes:*  
 less 25% discount = 412.50  
 NO charge  
 We have the following qty available for rent: 90 plastic chairs, 20 - 8' tables, 10 - 6' tables, & 10 cocktail tables  
 Events with 100+ guests require a minimum 4 hours security

Estimated Cost \$ 0.00

Payment Type (circle one) Cash  Check  Visa/Mastercard (A 2.75% processing fee will be added)

A deposit of 25% of total cost is required at time of signing. In the event of a cancellation less than 60 days before the event, the deposit shall be forfeited.  
 In the event of a cancellation under 21 days from event, the balance in full will still be due.

Final Cost \$ 412.50

### Rules & Regulations

- Hours of usage include setup and take down of all tables, chairs and decorations.
- Any changes made to this agreement after signing must be in writing and agreed upon by both parties.
- Banners, signs or pictures may only be placed in locations approved by Pybus Market.
- Renter assumes full responsibility for any injury, theft, loss or damage to property or guests, including any damage to Pybus equipment and curtains. Tenant shall indemnify or defend and hold Pybus Market and it's officers, employees, contractors and agents harmless from all claims for damages to persons or property occurring as a result

2018

Set Up Time 8:00am Clean up Time 6:00 pm

Type of Event

Student Art Show - Art and Photography Expo

Estimated Attendance

100 +

Will alcohol be served?

Yes

No

If attendance exceeds 200 a 25% surcharge will be added to final cost.

	Price	Quantity	Total
Day Rate (8am-5pm)	\$ 275.00	2	\$550.00
Evening Rate (5pm-11pm)	\$ 550.00		\$ -
Deck w/Event Center	\$ 100.00		\$ -
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no charge

We have the following qty available for rent: 90 plastic chairs, 20 - 8' tables, 10 - 6' tables, & 10 cocktail tables  
Events with 100+ guests require a minimum 4 hours security

Estimated Cost

\$

0.00

Payment Type (circle one)

Cash

Check

Visa/Mastercard (A 2.75% processing fee will be added)

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\$

412.50

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of renters use of Pybus facilities, including damages caused by the concurrent negligence of Pybus' agent or employees. Renter shall, at renter's expense, maintain comprehensive general liability insurance for use of Pybus facilities in an amount not less than \$500,000. Pybus shall be an additional insured on such policy.

- Renters must comply with all Federal, State and Local laws.
- Pybus Market is a non-smoking facility. No smoking is allowed anywhere in the building.
- Only Pybus Market staff may turn on gas in the kitchen. Users need to undergo a brief orientation by Pybus staff before operating gas equipment.
- Renter must set up and take down tables and chairs.
- Decorations:
  - \*Only Pybus Market employees may move existing furniture, art, planters, ect.

- \*Decorations may not block doors, fire extinguishers or exits and may not be fastened to lighting fixtures or ceiling.
- \*No staples, nails or duct tape may be used to hang decorations and use of glitter or confetti is not allowed.
- \*If balloons are used they must stay secured. If any balloons float to the ceiling a \$125 fee will be charged.
- \*Decorations may hang from rafters but renter will be charged an additional \$75 per hour for use of man lift.

It is the customer's responsibility to return the Event Center, kitchen and patio to its original condition. If premises are not cleaned in a satisfactory manner and not returned to its original condition, a \$125 cleaning fee will be charged. All decorations must be taken down and removed from premises immediately after event. Customer is responsible for any and all property damage, except normal wear and tear. Garbage and recycling must be sorted and placed in proper receptacles. Pybus Market will remove garbage and recycling after the event.

(Initial Here) *DR*

Evening events must conclude by 11:00 pm. Clean up must conclude by midnight. Alcohol consumption must end at 10:30 pm, unless Pybus staff determines consumption should end at an earlier time. It is the responsibility of the renter to obtain an alcohol permit from the Washington State Liquor Control Board. Pybus Market must receive a copy of this permit and it must be posted during the event. For safety reasons, glass beer bottles are not allowed. Wine bottles must be returned to their cardboard boxes. It is the responsibility of the event organizer to take all reasonable steps to prevent over service of alcohol.

**\*\*\*Alcohol is never permitted on the concourse.\*\*\***

(Initial Here) *DR*

Additional Notes:

- DR*  Optional: I give Pybus Market permission to take photos of my event to use at their discretion.
- Optional: I would like Pybus vendors to contact me regarding rental/catering/event services.
- Optional: I would like Rent Wenatchee to contact me regarding rental equipment needs.
- DR*  Please initial that you have read and agree to all terms and conditions.

This document contains the entire agreement between Pybus Market and the Applicant and will serve as a binding agreement.

Customer: Stevenson Robinson Date: 12-14-17

Pybus Market Representative \_\_\_\_\_ Date \_\_\_\_\_





Watson, Denise <watson.d@wenatcheeschools.org>

**Re: What account**

1 message

**Mahoney-Holland, Michelle** <mahoneyholland.m@wenatcheeschools.org>

Tue, Jan 9, 2018 at 12:59 PM

To: "Watson, Denise" <watson.d@wenatcheeschools.org>

3100-27-7007-402-6409 Registration w/ Students

On Tue, Jan 9, 2018 at 12:51 PM, Watson, Denise <watson.d@wenatcheeschools.org> wrote:

Hi Michelle,

I need to know what account to put on the Pybus Event Center (Reed Carlson - Student Art Show)

Thank you

Denise M. Watson, CSBS

WSD Accounting Coordinator

235 Sunset Avenue

Wenatchee, WA 98801

(509) 663-8162 ext. 33230

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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.

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Date	New / Renew / Revision	Agency	Purpose	Amount or \$0	Contract Start & End Date	Staff Person Responsible for Contract	Reviewed by? (District Office)	Attorney Review Required?
01/08/18	New	Eastern WA University	Cooperative Teaching Agreement	\$0	1/1/18-6/30/2021	<u>Lisa Turner</u>	 I have read this contract and recommend it for board approval. Initials <u>LT</u> Today's Date <u>1-8-18</u>	Is a PO Required?  Decided at DO
				Budget Code or N/A	Does it renew automatically?			
				NA	no			

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

Agency Name Eastern WA University  
 Attention: Doug Vandenboom  
 Street address or PO Box 218 Tawanka Hall  
 City, State, Zip Code Cheney, WA 99004-2456  
 Email Address dvandenboom@ewu.edu  
 Phone Number 509-359-6604

**Contract Details (Give a brief description of the contract):**  
 If this is a revision, what changed?

**RECEIVED**  
JAN 08 2018  
 By \_\_\_\_\_

Cooperative teaching agreement for the school of Psychology at Eastern WA University.

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

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

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



## STUDENT AFFILIATION & PLACEMENT AGREEMENT

This Agreement is made and entered into by and between **Eastern Washington University** ("EWU"), located at 526 5<sup>th</sup> St, Cheney, WA 99004 and **Wenatchee School District ("Agency")**, located at 235 Sunset Ave. Wenatchee, WA 98801.

The purpose of this Agreement is to cooperate in field-based training educational experiences ("Program") for **Psychology** students of EWU. In consideration of the mutual benefits of such a Program, the parties to this Agreement agree that the Program shall be covered by and subject to the following conditions:

### A. MUTUAL RIGHTS AND RESPONSIBILITIES

1. The parties agree to cooperate in jointly planning the Program through EWU at the Agency and in jointly evaluating EWU students.
2. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act. Neither party will discriminate, to the extent required by state and federal law, on the basis of race, religion, color, national origin, marital status, sex, sexual orientation, gender identity, age, genetic information, pregnancy, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability.
3. Visits by EWU staff to the Agency for the purposes of planning and evaluating the Program, discussing student performance, learning new skills, and arranging for additional educational experiences will be welcomed.
4. EWU and Agency will instruct their respective faculty, staff, and students participating in the Program, to maintain confidentiality of student and patient information as required by law, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA) and by the respective policies and procedures of EWU and Agency.
5. EWU, at its discretion, will refer students to participate in the Program at Agency. Before agreeing to take students, the Agency may ask for certain documentation regarding the students, such as immunization records or criminal background checks. EWU will inform students that they must provide the information requested by the Agency if they wish to participate in the Program at the Agency. Agency may refuse to allow students to participate at its location(s) for any lawful reason. Additional information about EWU's responsibilities is contained in section B.
6. The students and the Agency staff shall conduct themselves in accordance with the professional organizational standards of conduct applicable to their discipline.
7. Before publishing any material based on a student's experience at Agency under this Agreement, EWU students and staff must obtain prior written approval from the Agency and EWU.
8. There will be no payment of charges or fees between EWU and Agency.

### B. EWU RESPONSIBILITIES

1. Assure continuing compliance with the educational standards established by the professional accrediting association. EWU will be responsible for instruction and administration of the students' academic education program.
2. Plan and administer the Program, while encouraging Agency staff participation. EWU will provide information to Agency concerning its curriculum and the professional and academic credentials of its faculty for the students at the Agency.

3. Designate an appropriately qualified and credentialed faculty field instructor ("FFI") to coordinate and act as the liaison with Agency.
4. Refer for participation in the Program only those students who have successfully completed all prerequisite academic requirements for the Program.
5. Provide the Agency with the names of students and information regarding the students' level of preparation and prior experience as well as materials for the evaluation of the students prior to the arrival of students. EWU is responsible for supplying any additional information required by Agency as set forth in this Agreement, prior to the arrival of students. EWU will notify Agency in writing of any change in a student's status.
6. Determine the students' final grade for the educational experience.
7. If required by the Agency, EWU will instruct students to provide Agency evidence of current immunizations relevant to the Program and prior to participating in the Program.
8. If required by Agency, EWU will instruct students to provide Agency evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.
9. If required by the Agency, EWU will ask each student who may be placed at Agency to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to EWU, and to authorize EWU to transmit that record or copy thereof to Agency. Before participating in the Program at the Agency, EWU will provide Agency with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Agency. The students will be informed that, whether or not they agree to obtain the record and agree to release it to EWU and Agency, Agency may conduct the background inquiry directly and the Agency may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct. Agency understands and agrees that any information forwarded to it by EWU has been procured through this process. EWU does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Agency.
10. Comply with and ensure, to the extent possible, that students comply with the policies and procedures established by Agency. EWU will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Agency as identified below prior to being admitted to the Agency.
11. Encourage each student participating in the Program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the Program. EWU will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

### **C. AGENCY RESPONSIBILITIES**

1. Designate an agency field instructor ("AFI") to act as liaison with EWU and to provide the students and EWU with feedback on the students' performance. Agency will submit in writing to EWU the professional and academic credentials for the AFI. Agency will notify EWU in writing of any change or proposed change in the AFI. If applicable, the AFI personnel shall have a minimum of two years of professional experience in the role of AGENCY counselor as described in the Washington State Laws Relating to Counseling. School psychology supervisors shall have a minimum of three years' experience as a certified school psychologist.
2. 18.19 RCW, WAC 246-810-534 (11/99). For counselor educator students, the AGENCY will provide a student case load appropriate to the Counseling Trainee's level and ability and of adequate size and variety to help expedite the educational experience.

3. In accordance with the applicable and relevant accreditation standards, Agency shall provide students with a desirable field experience. Provide a patient/client caseload appropriate to the students' level and ability and of adequate size and variety to ensure the educational experience.
4. If applicable, provide the students with instruction and practical experience on new equipment and techniques as required. Agency will make available to students basic supplies and equipment, including an Agency vehicle or student vehicle mileage reimbursement, necessary for care of patients/clients and the Program. Within the limitation of facilities, Agency will make available office and conference space for students and, if applicable, the FFI.
5. Submit required reports on each student's performance and evaluate the students in accordance with EWU policies.
6. Retain full and sole responsibility for the care rendered to Agency clients, and maintain the quality of patient care without relying on the students for staffing purposes.
7. Provide an orientation for the student covering the rules, regulations, procedures, facilities, and equipment of the Agency.
8. Maintain an environment free from recognized hazards and ensure a healthy and safe environment for all students and members of its community.
9. Notify EWU as soon as possible of any problems arising with the students or the Program. Agency will have the right to take immediate interim action to correct a situation where a student's actions endanger Agency client care. As soon as possible thereafter, the AFI will notify EWU of the action taken. Agency will cooperate in providing information about the student's actions to EWU. All final resolutions of the student's academic status in such situations will be made solely by EWU after reviewing the matter and considering whatever written factual information Agency provides to EWU; however, Agency reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of Agency client care.
10. On any day when a student is participating in the Program at its facilities, Agency will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. At the student's expense and request, Agency will provide follow-up care, testing and counseling, including HIV testing, and counseling associated with that testing, in the absence of any similar service being immediately available from student's health care providers. Students will be financially responsible for the cost of any and all health care or first aid that becomes necessary while students are on-site. Except as provided in this Agreement, Agency will have no obligation to furnish medical or surgical care to any student.

#### **D. STUDENTS' STATUS AND RESPONSIBILITIES**

1. Students referred to the Agency are and will remain students of EWU. Students will have the status of learners and will not replace Agency personnel. Any service rendered by students is incidental to the educational purpose of the Program. Students will represent themselves as participants in field-based education experience until they are fully certified to work in their role. Emergency certification does not negate the requirement for field experience participants to represent themselves as students.
2. Subject to section E.2, Students will not be entitled to any monetary or other remuneration for services performed by them at Agency, nor will Agency otherwise have any monetary obligation to EWU or its students, by virtue of this Agreement.

#### **E. LIABILITY COVERAGE PROVISIONS**

1. Agency shall indemnify, defend and hold harmless EWU and all officials, agents and employees of EWU, from and against all claims arising out of or resulting from the performance of this Agreement. Agency's obligation to indemnify, defend, and hold harmless EWU shall not be eliminated or reduced by any actual or alleged concurrent negligence of EWU or its agents, agencies, employees, and

officials. Agency waives its immunity under Title 51 RCW to the extent that it is required to indemnify, defend, and hold harmless EWU and its agencies, officials, agents or employees.

2. EWU and its officers, employees, and agents, while acting in good faith within the scope of their official EWU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW), and successful claims against EWU and its employees, officers, and agents in the performance of their official EWU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
  3. Agency shall maintain general liability and professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 in the aggregate to cover its employees, officers, and agents in the performance of this Agreement, and further provide the means for defense and payment of claims that may arise against such individuals. Agency shall provide proof of such insurance to EWU upon execution of this Agreement. Failure of Agency to provide evidence of such coverage or failure of EWU to request such coverage does not constitute a waiver the Agency insurance requirements.
  4. As required by the Agency for participation in the Program, students will be required to have professional liability coverage with minimum limits of \$1,000,000 each claim and \$3,000,000 in the aggregate. Certificates of such coverage will be provided to the Agency upon request.
- F. **TERM.** This Agreement shall commence on the date of the last signature and continue thereafter from year to year. The Agreement shall be reviewed no later than three (3) years from its effective date, or earlier at the request of either party.
- G. **TERMINATION.** This Agreement may be canceled by giving the other party at least ninety (90) days advance, written notice of its intention to terminate. In the event of termination, it shall not become effective for students already enrolled and participating in the Program until they have completed their current rotation.
- H. **NOTICE.** The following persons shall be the point of contact for all notices and communications regarding the performance of this Agreement. All notices, demands, requests, or other communications required to be given or sent by EWU or Agency will be in writing and transmitted by email, facsimile, mailed by first-class mail, postage prepaid or by hand delivery to:

Agency	EWU
Lisa Turner, Executive Director, Human Resources Wenatchee School District 235 Sunset Ave. Wenatchee, WA 98801	Procurement & Contracts Eastern Washington University 218 Tawanka Hall Cheney, WA 99004-2456
Email: <a href="mailto:turner.l@wenatcheeschools.org">turner.l@wenatcheeschools.org</a>	Email: <a href="mailto:contracts@ewu.edu">contracts@ewu.edu</a>
Phone: (509) 663-8161	Phone: (509) 359-2253
Fax: (509) 663-3082	Fax: (509) 359-7984

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are mailed will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid.

- I. **AMENDMENTS.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- J. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement.
- K. **GOVERNING LAW AND VENUE.** The parties' rights and obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington. The venue of any action hereunder shall be the Superior Court of Spokane County, Washington.

- L. **SURVIVAL.** EWU and Agency expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.
- M. **ORDER OF PRECEDENCE.** Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:
- i. This Agreement;
  - ii. Attachments to this Agreement in reverse chronological order.
- N. **SEVERABILITY.** If any provision of this Agreement, or any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.
- O. **WAIVER.** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed as a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the party.
- P. **INSPECTION.** Agency will permit, on reasonable notice and request, the inspection of related facilities by agencies charged with responsibility for accreditation of EWU or an EWU program.
- Q. **HIPAA.** EWU voluntarily provides students with training on the requirements of HIPAA. Agency will provide additional training on Agency-specific HIPAA policies and procedures. EWU will direct its students and faculty to comply with the policies and procedures of Agency. No protected healthcare information (PHI) is anticipated to be exchanged between Agency and EWU. Solely for the purpose of defining students' role in relation to the use and disclosure of Agency PHI, students acting pursuant to this Agreement are defined as members of Agency's workforce. However, EWU's students and faculty shall not be considered to be employees of Agency.
- R. **ELECTRONIC SIGNATURES.** A manually signed copy of this Agreement, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.
- S. **APPROVAL.** This Agreement shall be subject to the written approval of EWU's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons signing below, who warrant they have the authority to execute this Agreement.

Wenatchee School District

Signature

Date

Brian Flores

Name

Superintendent

Title

Eastern Washington University

Signature

Date

Doug Vandenboom

Name

Director, Procurement & Contracts

Title


1/5/2017

**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?
01/23/18	New	DSHS (Department of Social and Health Services)	Statute required agreement with a local agency to support transportation of foster students.	Situation dependent	January 25, 2018 - August 31, 2020	<u>Mark Helm - Bill Eagle</u>	 I have read this contract and recommend it for board approval. Initial <u>MH</u> Date <u>4/27/18</u>	NO	YES  This is decided at the district office.
				Budget Code					
				5100 27 8000 000					

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

Agency Name DSHS  
 Attention: Richard Morgan  
 Street address or PO Box 1115 Washington St SE  
 City, State, Zip Code Wenatchee WA 98801  
 Email Address [morgaRA@dshs.wa.gov](mailto:morgaRA@dshs.wa.gov)  
 Phone Number 360.902.7522

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





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## SUPERINTENDENT OF PUBLIC INSTRUCTION

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Chris Reykdal Old Capitol Building · PO BOX 47200 · Olympia, WA 98504-7200 · <http://www.k12.wa.us>

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December 5, 2017

(X) Action Required  
( ) Informational

### BULLETIN NO. 099-17 STUDENT ENGAGEMENT AND SUPPORT

TO: Educational Service District Superintendents  
School District Superintendents  
School District Business Managers  
School District Foster Care Liaisons  
School District Title I Directors  
Children's Administration Education Leads

FROM: Chris Reykdal, Superintendent of Public Instruction

RE: Written Transportation Procedures and Foster Care Transportation Billing

CONTACT: Jess Lewis, Foster Care Education Program Supervisor  
360-725-6505, [jess.lewis@k12.wa.us](mailto:jess.lewis@k12.wa.us)

#### PURPOSE/ BACKGROUND

This bulletin provides information, guidance, and a process to help school districts and Children's Administration meet their mutual mandates under [RCW 74.13.560 - Educational continuity—Protocol development](#), and Section 1111 of the Elementary and Secondary Education Act (ESEA).

Attached are three documents intended to streamline transportation reimbursement requests for school of origin transportation for students in foster care, and help districts meet compliance mandates under Title I Part A/Foster Care.

#### REGIONAL EDUCATION AGREEMENT

Included in this bulletin is the **Regional Education Agreement** written and vetted by Children's Administration (CA) and the Office of Superintendent of Public Instruction (OSPI). This agreement was developed to 1) meet both the Children's Administration mandate under [RCW 74.13.560 - Educational continuity—Protocol development](#) to develop collaborative agreements with school districts, and 2) meet the mandate for school districts to develop written transportation procedures and formal collaboration agreements as required under Section 1111 of the Elementary and Secondary Education Act (ESEA). This agreement meets the majority of district standards under the foster care provisions of Title I, Part A for the Consolidated Program Review (CPR). Attached is a copy of the **CPR Foster Care checklist** for your information.

While school districts are welcome to negotiate their own agreements, this template was drafted by both CA and OSPI, and vetted by our respective Assistant Attorney General (AAGs) and federal partners to ensure that it meets compliance requirements. School districts are required to establish written agreements in collaboration with CA.

### **CONTRACTOR INTAKE FORM**

The attached Contractor Intake Form will facilitate the initiation of the Regional Education Agreement. It also initiates the vendor arrangement with CA to allow school districts to request reimbursement for the “additional” transportation costs associated with maintaining students in foster care in their school of origin. CA, as part of their process to renew the Regional Education Agreements with each Local Education Agency (LEA) and to establish transportation-billing arrangements with local school districts, will follow the following process:

Each school district will need to complete the attached **Contractor Intake Form** and return it to CA. Once CA received the Contractor Intake Form, a copy of the Regional Education Agreement will be sent to you for signature. Please complete all sections of the form and follow these specific instructions with the form:

1. Section One—Contractor Name/Business Organization, #3: there must be an EIN listed.
2. Section Four—Contractor Primary Contact Person: The Superintendent of the school district or the person who will be signing the Agreement for the school district.
3. Section Five—Additional Information, #2: Please list the information of the School District Foster Care Liaison in this section. It is important that we have their contact information and name.
4. Section Six—Contractor Certification: Must have this section completed by whomever is authorized to sign from the school district.

Once the form is completed, please return the form by email to Rick Morgan at [morgara@dshs.wa.gov](mailto:morgara@dshs.wa.gov). If you have any questions regarding the contract process, please call Rick at 360-902-7522.

### **TRANSPORTATION BILLING FORM**

Every Student Succeeds Act (ESSA) 2015 requires the state child welfare agency and school districts to collaborate on transportation to keep children in their same school when placed into foster care. ESSA also requires the same collaboration with any placement changes when it is in the child’s best interest to continue to attend their school of origin.

When the caregiver cannot transport or the school incurs cost beyond the district's transportation reimbursement, CA and the school(s) can, and should, enter into a cost sharing agreement. CA and OSPI have developed a process to facilitate payment to individual school districts as needed.

**New Process**

- The caseworker will negotiate a transportation plan with the school district.
- If there are additional costs, the school district will complete the CA School Transportation Billing form.
- The school district will provide the completed form to the caseworker who will attach it to a completed [DCFS Administrative Approval Request 05-210](#).
- The caseworker will submit both forms to their supervisor for approval.
- The supervisor will review and, if approved, submit to regional fiduciary specialist.

If disagreements develop regarding best interest of the child or the transportation plan, the caseworker may contact their regional Education Lead for support in the resolution of the matter. The school district will ensure that the child remains in his or her school of origin while disputes are being resolved.

For more information, contact your regional Education Lead.

- R1N: [valerie.marshall@dshs.wa.gov](mailto:valerie.marshall@dshs.wa.gov) 509-998-3755
- R1S: [lorenzo.lopez@dshs.wa.gov](mailto:lorenzo.lopez@dshs.wa.gov) 509-731-8118
- R2: [donna.lafrance@dshs.wa.gov](mailto:donna.lafrance@dshs.wa.gov) 206-639-6207
- R3: [sandy.duron@dshs.wa.gov](mailto:sandy.duron@dshs.wa.gov) 253-328-2696
- HQ [shanna.mcbride@dshs.wa.gov](mailto:shanna.mcbride@dshs.wa.gov) 360-902-8474

BULLETIN NO. 099-17 SE&S

Page 4

December 5, 2017

**INFORMATION AND ASSISTANCE**

For questions regarding this bulletin, please contact Jess Lewis, Foster Care Education Program Supervisor, at 360-725-6505 or email [jess.lewis@k12.wa.us](mailto:jess.lewis@k12.wa.us). The OSPI TTY number is 360-664-3631.

This bulletin is also available on the [Bulletins and Memoranda](#) page of the OSPI website.

Michaela W. Miller, Ed.D., NBCT  
Deputy Superintendent

Martin Mueller  
Assistant Superintendent  
Student Engagement and Support

Mona Johnson  
Director  
Student Support

CR:jl

- Attachment A:** *Regional Education Agreement*
- Attachment B:** *Consolidated Program Review Foster Care Checklist*
- Attachment C:** *Contractor Intake Form*
- Attachment D:** *Transportation Billing Form*

*OSPI provides equal access to all programs and services without discrimination based on sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal by a person with a disability. Questions and complaints of alleged discrimination should be directed to the Equity and Civil Rights Director at 360-725-6162/TTY: 360-664-3631; or P.O. Box 47200, Olympia, WA 98504-7200; or [equity@k12.wa.us](mailto:equity@k12.wa.us).*



**INTERLOCAL AGREEMENT**  
**REGIONAL EDUCATION AGREEMENT**

DSHS Agreement Number:  
1865-20939

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:  
2207-  
Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Wenatchee School District			
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
235 Sunset Avenue Wenatchee, WA 98801		048-006-747	22773
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Brian Flones	(509) 663-8161	(509) 663-3082	flones.b@wenatcheeschools.org
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
Childrens Administration	Division of Children and Family Services	2071LS-65	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Richard Morgan Contract Manager		1115 Washington Street SE PO Box 45710 Olympia, WA Click here to enter text.	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(360)902-7522	Click here to enter text.	MorgaRA@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
No			
AGREEMENT START DATE	AGREEMENT END DATE	MAXIMUM AGREEMENT AMOUNT	
02/01/2018	01/31/2020	Fee For Service	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b>			
<input checked="" type="checkbox"/> Exhibits (specify): Exhibit A: CA Responsibilities and Exhibit B: School District Responsibilities			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS REGIONAL ADMINISTRATOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED

This Agreement is between the parties identified on page one (1) of this Agreement. The purpose of this Agreement is to improve the educational outcomes for students in foster care. This Agreement meets the Children's Administration (CA) mandate under RCW 74.13.550 through .570 to develop collaborative agreements with school districts. This agreement also meets the requirement for school districts to develop written transportation procedures as required in ESEA Section 1111.

For the purposes of this Agreement, children and youth in foster care are in the care and custody of CA in licensed and unlicensed out-of-home care.

Interagency Agreements are located on the Office of the Superintendent of Public Instruction (OSPI) Foster Care Education Program website:  
<http://www.k12.wa.us/FosterCare/Resources.aspx>

### **1. Purpose**

The purpose of this Agreement is for both parties to acknowledge and support the intent of the Every Student Succeeds Act (2015) and RCW 74.13.550 that children and youth in foster care are in the care and custody of CA in licensed and unlicensed out-of-home care shall remain in their school of origin whenever it is in the child's best interest. Further, the parties agree to communicate, share information, and coordinate support services that will improve educational outcomes for foster children.

### **2. Confidentiality**

Both parties shall ensure that only persons who have a legitimate educational interest in a student's confidential child welfare information or student records will have access to information pertaining to students in foster care. Information shared shall be limited to that which is necessary for providing for the educational success of the student, shall retain its confidentiality, and shall not be further disclosed except as allowed under state and federal law [RCW 74.04.060; chapter 13.50 RCW; chapter 70.02 RCW; Family Educational Rights and Privacy Act (FERPA); 20.U.S.C. §1232g(b)(1)(L) (Uninterrupted Scholars Act); 34 C.F.R. §99].

The parties shall ensure that only persons with a direct role in case planning for or providing education services to a student under the school district's supervisory authority, and who have a legitimate educational interest in the information, will have access to confidential information pertaining to students in foster care.

Information shared shall be limited to that which is necessary for providing for the educational success of the student, shall retain its confidentiality, and shall not be further disclosed except as allowed under state and federal law.

### **3. Planning**

The parties shall respectively identify a contact person at the CA Region and School District levels. The school district will receive School Notification forms from CA Social Service Specialists when students are placed into care, when a student's placement changes, and when students are returned home. The CA Regional contacts will assist with problem solving when issues cannot be resolved at the local office level.

The parties shall partner in an effort to improve the educational outcomes of children in foster care by sharing information and providing opportunities for collaboration and professional development.

#### **4. Best Interest Determinations**

The parties agree to use student-centered factors to determine if it is in the best interest of a student in foster care to remain in their school of origin.

Best Practices: Foster Care and School Selection:

[http://www.k12.wa.us/FosterCare/pubdocs/FostercareSchoolSelection\\_WA.pdf](http://www.k12.wa.us/FosterCare/pubdocs/FostercareSchoolSelection_WA.pdf)

The parties shall make every effort to gather meaningful input from relevant parties, such as the child (depending on age and development), Foster Parents, Parents/ Legal Guardians when appropriate, Social Service Specialists, Teachers, School Counselors, and Mental Health professionals. Best interest determinations shall be consistent, whenever possible, with the child's case plan.

Best interest determinations will be made as quickly as possible to support educational continuity. The school district will ensure that the student remains in his or her school of origin while determinations are being made [ESEA Section 1111(g)(1)(E)(i)].

#### **5. Transportation**

Some children in foster care will need transportation to remain in their school of origin when it is in their best interest to do so. To facilitate transportation for these children, a school district receiving Title I, Part A funds and the DSHS CA should collaborate to ensure that transportation for children in foster care is provided, arranged, and funded [ESEA Section 1112(c)(5)(B)]. Agreements to share transportation costs will be decided on a case by case basis, and shall be determined through collaboration between the Social Service Specialist and the school district. Any Agreement for payment for the individual student will occur outside of this Agreement.

If CA and the school district cannot agree on how to provide and pay for appropriate transportation to maintain a student in their school of origin, the school district will provide services while a dispute is being resolved through the OSPI approved Dispute Resolution Process. To avoid delays in processing disputes, either party may begin the Dispute Resolution Process:

<http://www.k12.wa.us/FosterCare/FAQ.aspx>.

#### **6. Disputes**

Should disagreements develop regarding any of the above provisions, the Social Service Specialist or School District Foster Care Liaison may use the OSPI approved Dispute Resolution Process to resolve the matter. The school district will ensure that a child remains in his or her school of origin while disputes are being resolved [ESEA Section 1111(g)(1)(E)(i)].

#### **7. Term of Agreement**

This Agreement shall begin on the date indicated on page one (1) of this Agreement and reviewed every two (2) years to determine whether the purpose and objectives of this Agreement have been met. This Agreement may be terminated by either party in writing with thirty (30) days' notice.

The Agreement may be modified either by an Amendment to the Agreement specifying the change, or by an Amended Agreement. Any modification must be in writing and mutually agreed to and signed by the parties.

#### **8. Funds**

The parties acknowledge that no funds are transferred under this Agreement, and that this Agreement is for collaboration purposes only.

**9. Contacts**

**School District Foster Care Liaison:**

**Name:** Bill Eagle

**Phone Number:** 509-662-9634

**Email:** Eagle.b@wenatcheeschools.org

**CA Regional Education Lead:**

**Name:** Valerie Marshall

**Phone Number:** 509-998-3755

**Email:** valerie.marshall@dshs.wa.gov

**CA Office Contact:**

**Name:**

**Phone Number:**

**Email:**

**10. Applicable State and Federal Laws**

All references in this Contract to applicable state and federal laws shall include any successor, amended, or replacement statute or law.

RCW13.34.045	Education liaison identification
RCW28A.150.510	Transmittal of Education Records to DSHS
RCW28A.225.010	Attendance Mandatory-Age-Exceptions
RCW 74.13.550	Child Placement
RCW13.50.100	Records not relating to commission of juvenile offenses - Maintenance and access - Release of information for child custody hearings - Disclosure of unfounded allegations prohibited
PL 93-247	Child Abuse Prevention and Treatment Act
PL 110-351	Fostering Connections to Success and Increasing Adoptions Act of 2008
PL 112-34	The Child and Family Services Improvement and Innovation Act
PL 114-95	Elementary and Secondary Act of 1965
20 U.S.C. 1232g	Family Education Rights and Privacy Act



## CA RESPONSIBILITIES Regional Education Agreement

### CA RESPONSIBILITIES

1. Service Planning within CA
2. Information Sharing & Confidentiality
3. Transportation
4. Training & Meetings
5. Foster Home Recruitment

#### 1. Service Planning within CA

- a. Notify the child's school district when they enter foster care, change placements, and are returned home by providing the completed **School Notification Form DSHS 27 -093**.
- b. Make efforts to maintain children in their school of origin when it is in the child's best interest and search for appropriate placement options within the child's school attendance area when they are removed from their home or changing placements.
- c. Inform schools of the individual authorized to participate in meetings and/or sign documents for foster children (i.e., IEPs, 504 Plans, etc.) at review meetings. The caregiver is normally responsible for routine and special education decision making. Parents, when appropriate, have a right to make educational decisions for their children.
- d. Pay any unpaid fees or fines owed by the child to the school or school district [RCW 74.13.631(1)(e)].
- e. Inform school districts and staff of safety issues concerning foster children. CA Social Service Specialists will inform school staff of individuals who are allowed to have access to foster children and anyone who poses a risk of harm to the child's or school's safety.
- f. Request school records and report to the court children's progress every six months for children in out-of-home placements (RCW 28A.150.510).
- g. Engage school staff when developing long-range education plans for school-aged children in out-of-home placements. In addition to academic progress, the education plan must address physical, emotional, and behavioral issues that impair the child's learning activities.
- h. Attend meetings hosted by schools for the purpose of identifying assessments and addressing academic progress, attendance or disciplinary issues for foster children. Social Service Specialists will be responsible for inviting children's court-appointed representatives, educational liaisons, educational decision-makers, advocates and parents when appropriate.
- i. Identify educational liaisons at shelter care, dependency disposition, and dependency review hearings for foster children grades six (6) through twelve (12) when any one (1) of the following circumstances exist (RCW 13.34.045; HB 1566 & Policy and Procedures 4302A):
  - (1) Parental rights have been terminated;
  - (2) Parents are unavailable because of incarceration or other limitations;

- (3) The court has restricted contact between the child and parents; or
  - (4) The child is placed in a behavioral rehabilitative setting and the court has limited the educational rights of the parents.
- j. Team with school staff to develop trauma-informed disciplinary plans for prevention and intervention when necessary.
  - k. Monitor foster children to ensure they are on track for on-time graduation and for post-secondary college or career planning.

## **2. Information Sharing and Confidentiality**

- a. For education planning purposes, promptly share child-specific placement change information with identified school personnel.
- b. Keep educational information and records provided by the school confidential and protected from viewing or access by persons who have no direct role in case planning for the student. [Family Educational Rights and Privacy Act (FERPA); 20.U.S.C. §1232g, 34 C.F.R. §99].

## **3. Transportation**

- a. Work collaboratively with school districts to develop transportation plans for children in foster care.
- b. Collaborate with caregivers and other available resources to explore transportation options for foster children placed outside of their school area (e.g., resources already being used to transport other children to various schools, foster parent, volunteers, special grants for transportation, etc.).

## **4. Training and Meetings**

- a. Partner and participate with school districts to organize and develop cross-training opportunities for school districts and CA staff to increase knowledge and understanding of the unique social and educational needs of foster children.
- b. For the purpose of education case planning, invite school personnel to CA staffing(s) regarding specific children whom school personnel have supervisory authority.
- c. Attend general and child-specific meetings hosted by the child's school or school district whenever possible.

## **5. Foster Home Recruitment**

Partner with school districts for school-based recruitment opportunities geared towards increasing foster home resources in school areas in an effort to prevent or reduce school changes.

## SCHOOL DISTRICT RESPONSIBILITIES Regional Education Agreement

<u>SCHOOL DISTRICT RESPONSIBILITIES</u>
<ol style="list-style-type: none"> <li>1. Service Planning within School District</li> <li>2. Information Sharing &amp; Confidentiality</li> <li>3. Transportation</li> <li>4. Training &amp; Meetings</li> <li>5. Foster Home Recruitment</li> </ol>

### 1. Service Planning within School District

- a. Participate in the planning process for school continuity when CA notifies the school district that children have been placed in foster care.
- b. Identify a Foster Care Liaison at the school district level to receive notifications from each school when children have entered foster care, changed placements, or have been returned home. The Foster Care Liaison will further disseminate the information to school and district staff who have a legitimate educational interest in the information.
- c. Information disseminated shall be limited to that which is necessary for providing for the educational success of the student, shall retain its confidentiality, and shall not be further disclosed except as allowed under state and federal law [RCW 74.04.060; chapter 13.50 RCW; chapter 70.02 RCW; Family Educational Rights and Privacy Act (FERPA), 20.U.S.C. §1232g(b)(1)(L) (Uninterrupted Scholars Act), 34 C.F.R. §99].
- d. Enroll students in foster care immediately in school when enrollment is sought. The enrolling school will immediately contact the school last attended to obtain education records, and the sending school will immediately transfer those records [ESEA Section III(g)(I)(E)(iii)].
- e. Notify the CA Social Service Specialist of fines and fees students in foster care have incurred, if any [RCW 74.13.631(2)(e)].
- f. Invite the CA Social Service Specialist and the caregiver to meetings held for the purpose of discussing potential assessments, academic progress, attendance, or disciplinary issues of individual students. Social Service Specialist may invite the student's court appointed representatives, education liaisons, advocates and parents, if appropriate.
- g. Attend any case planning meetings as requested by CA whenever possible.

### 2. Information Sharing and Confidentiality

- a. Transmit education records when requested by CA within two (2) school days in the following situations:
  - (1) CA is conducting an investigation of child abuse and neglect and it is determined by the investigator that education records are relevant to the investigation (RCW 26.44.030).
  - (2) The student has been placed in foster care, or the court requires a status update including

educational information [RCW 28A.150.510; Family Educational Rights and Privacy Act (FERPA), 20.U.S.C. §1232g(b)(1)(L) (Uninterrupted Scholars Act)].

- b. Ensure that only persons who have a legitimate educational interest in a student's confidential child welfare information, will have access to information pertaining to students in foster care. Information shared shall be limited to that which is necessary for providing for the educational success of the student, shall retain its confidentiality, and shall not be further disclosed except as allowed under state and federal law's [RCW 74.04.060; chapter 13.50 RCW; chapter 70.02 RCW; Family Educational Rights and Privacy Act (FERPA); 20U.S.C. §1232g(b)(1)(L) (Uninterrupted Scholars Act); 34 C.F.R. §99].

### **3. Transportation**

- a. Children in foster care needing transportation to their schools of origin will promptly receive that transportation;
- b. The school district will provide or arrange transportation services in the most cost-effective manner [ESEA Section 1112(c) (5) (B) (i)];
- c. If there are additional costs incurred in providing transportation to the school of origin, the school district will provide such transportation if:
  - (1) CA agrees to reimburse the school district for the cost of such transportation;
  - (2) The school district agrees to pay the cost; or
  - (3) The school district and CA agree to share the cost [ESEA 1112(c) (5) (B)].
- d. If there is a dispute between CA and the school district regarding transportation, the district will provide transportation while the dispute is being resolved [ESEA Section 1111(g)(1)(E)(i)].
- e. When sharing costs, the district will report their foster care transportation expenditures for ridership funding in Program 99. This enables districts to be funded at the same percentage for foster care transportation as they would regular routes, regardless of the transportation method used by the Lead Education Agency (LEA). The LEA and CA will then split the additional costs not reimbursed by the Washington State pupil transportation funding formula.
- f. The school district will make every attempt to maximize their transportation allocation to limit the incidence of additional costs. Should additional costs serve as a barrier to the provision of transportation services, the school district will make every effort to collaborate with CA staff to reduce this barrier [ESEA Section 1112(c)(5)(B)(ii)].

### **4. Training and Meetings**

- a. Collaborate and participate with CA to organize and develop cross-training opportunities for school district and CA staff to increase knowledge and understanding of the unique social and educational needs of foster children. For the purpose of education case planning, invite CA Social Service Specialists to school staffing(s) for specific children.
- b. Attend general and child-specific meetings, hosted by the CA Social Service Specialist, whenever possible.

**5. Foster Home Recruitment**

Support school-based recruitment efforts geared towards increasing foster home capacity to allow children who enter foster care to remain in their schools or origin when it is in their best interest.



## Contractor Intake Instructions

## Attachment C

### All New DSHS Contractors must:

- Complete, sign and submit the **Intake Form** to the **Department of Social and Health Services (DSHS)**.
- Register in the **Statewide Payee Registration System**. This system is maintained by the Washington State Department of Enterprise Services (DES) to process payments for all Washington state agencies. To register, **follow the online instructions** at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. You must complete this step in order to be paid.

Please **do not** return this DSHS Contractor Intake Form to DES; they will **not** process it.

### All Existing DSHS Contractors who have changed their business name or business organization, or experienced other significant changes, **must:**

- Update their information in the **Statewide Payee Registration System** by following the instructions at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- Complete, sign and submit a new **Contractor Intake** form to the **Department of Social and Health Services (DSHS)**.

---

### Section One: Contractor Name/Business Organization

#### 1. Contractor name.

- For an **Individual** or **Sole Proprietor**, enter your name as shown on your Social Security card on the "Name" line. Sole Proprietors provide Last Name, First Name, Middle Name, and Suffix.
- **Other entities**. Enter your business name as shown on the legal document creating the entity.

#### 2. Business Organization. Please mark only one.

- If you are a **nonresident alien foreign person** or **a business entity established in another state or country**, the IRS may require you to complete Form W-8.
- If you are a **Non-profit Corporation** or a **Faith-Based Non-Profit Corporation** **attach a copy of your 501(c) status**.

#### 3. Taxpayer Identification Number (TIN).

- **Individual** or **Sole Proprietor** - If you are a sole proprietor you may enter either your Social Security Number (SSN), or if you have one, your federal Employer Identification Number (EIN).
- **Other Business Entities** - Enter the entity's Employer Identification Number (EIN). If the entity does not have an EIN, enter the SSN of the owner of the business.
- **Resident alien**. - If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the SSN box.

#### 4. Default Reported, Fiscal Year, UBI Number, Business License, and DUNS Number.

- List any contracts that you have had with the state that have been terminated for default.
- Provide your fiscal year end date.
- Provide your Washington State Uniform Business Identifier (UBI) Number.
- **Attach a copy of your State Master Business License**. You may be exempt from registering with the State of Washington under certain circumstances. For more information review: <http://bls.dor.wa.gov/faqlicense.aspx>
- Provide your Dun and Bradstreet (DUNS) Number.

**Section Two: Contractor Primary Address** Enter the primary address information of your business. If you are completing this form for a new DSHS contract, and you want to provide a contract-specific address in addition to your primary one, please do so in Section Five.

**Section Three: Contractor Ownership** Check those that, in your opinion, apply to your organization. If you have a certification number, please provide that also. For the definition of microbusiness, minibusiness and small business, See RCW 39.26.010 (19), (20) and (21)

**Section Four: Contractor Contact Person(s)** Enter the primary contact information, and job title, for your business. If you are completing this form for a new DSHS contract, and you want to provide a contract-specific contact person other than your primary one, please do so in Section Five.

### Section Five: Additional Information

1. **Contractor Additional Addresses**. If applicable, provide additional addresses used for DSHS Contracts.
2. **Contractor Additional Staff**. If applicable, provide additional staff information for DSHS Contracts. Additional staff may include those who have authority to sign a DSHS contract on behalf of the business, and are referred to as a signatory.

**Section Six: Contractor Certification** You must sign, date, and return this form before DSHS will issue a contract.



## Contractor Intake

**Section One: Contractor Name/Business Organization** **(DSHS staff enter on ACD Intake Detail screen)**

1. CONTRACTOR NAME	DBA OR FACILITY NAME
--------------------	----------------------

2. BUSINESS ORGANIZATION

<input type="checkbox"/> Individual or Sole Proprietor	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Non-Profit Corporation ( <b>Attach a copy</b> of 501(c) status)	<input type="checkbox"/> Limited Liability Partnership (LLP)
<input type="checkbox"/> For Profit Corporation	<input type="checkbox"/> Limited Liability Limited Partnership (LLLLP)
<input type="checkbox"/> Faith Based (FBO) Non-Profit Corporation	<input type="checkbox"/> Limited Liability Company, filing as a Corporation
<input type="checkbox"/> Faith Based (FBO) Unincorporated	<input type="checkbox"/> Limited Liability Company, filing as a Partnership
<input type="checkbox"/> Governmental Entity	<input type="checkbox"/> Limited Liability Company, filing as a Sole Proprietor
<input type="checkbox"/> Foreign Person or Entity	

If your business is **NOT** a sole proprietorship,  
**attach a list** of the partners, members, directors, officers, and board members.

3. TAXPAYER IDENTIFICATION NUMBER (TIN) Enter your TIN in the appropriate box. <ul style="list-style-type: none"> <li>• For individuals, this may be your Social Security Number (SSN).</li> <li>• For other entities, it is your Employer Identification Number.</li> </ul>	<b>Social Security Number</b>  <b>OR</b> <b>Employer Identification Number</b>	_____ (Enter all 9 numbers, NO DASHES)  _____ (Enter all 9 numbers, NO DASHES)
--	---	--

4. DEFAULT REPORTED, FISCAL YEAR, UBI NUMBER, BUSINESS LICENSE, AND DUNS NUMBER

Have you had any contract with the state terminated for default?  Yes  No  
 If yes, **attach a list** of terminated contracts with an explanation why each contract was terminated.

Is your fiscal year end the same as the calendar year (January 1 through December 31)?  Yes  No  
 If the answer is no, what is your fiscal year end date? \_\_\_\_\_

What is your Washington State Uniform Business Identifier (UBI) Number? \_\_\_\_\_ (Enter all 9 numbers, NO DASHES)  
**Attach** a copy of your current Washington State **Master Business License**.

If you do not have a Washington State Master Business License, explain below why you are exempt from registering your business with the State of Washington. (See page 1 for information on exemptions.)

What is your Dun and Bradstreet (DUNS) number? \_\_\_\_\_ (Enter all nine numbers, NO DASHES.)

**Section Two: Contractor Primary Address** **(DSHS staff enter on ACD Intake Detail screen)**

CONTRACTOR PRIMARY ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)

CITY, STATE, AND ZIP CODE

EMAIL ADDRESS	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
---------------	--

PHONE NUMBER (INCLUDE AREA CODE) (    )	FAX NUMBER (INCLUDE AREA CODE) (    )
--	--

**Section Three: Contractor Ownership Type** (DSHS staff enter, as applicable, on ACD Intake Detail screen)

In your opinion, do you consider your business to be one or more of the following? If so, please check the boxes that apply.

	YES	NO
Disadvantaged Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>
Woman Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>
Minority Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>
Veteran Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>
Community Based Organization	<input type="checkbox"/>	<input type="checkbox"/>
Microbusiness	<input type="checkbox"/>	<input type="checkbox"/>
Minibusiness	<input type="checkbox"/>	<input type="checkbox"/>
Small Business	<input type="checkbox"/>	<input type="checkbox"/>

If your business is Certified by Washington State's Office of Minority and Women Owned Business Enterprises (OMWBE) <http://www.omwbe.wa.gov>, or Department of Veterans Affairs (DVA), enter the certification number.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Section Four: Contractor Primary Contact Person** (DSHS staff enter on ACD Intake Detail screen)

Primary contact person is a(n):

Owner    Officer or Board Member    Partner    Staff Member    Elected Official

Other (please identify) \_\_\_\_\_ (DSHS staff enter as applicable on ACD)

Is the primary contact person authorized to sign contracts?    Yes    No

PRIMARY CONTACT NAME AND JOB TITLE	PHONE NUMBER (INCLUDE AREA CODE) (   )
FAX NUMBER (INCLUDE AREA CODE) (   )	PRIMARY CONTACT EMAIL ADDRESS
PAGER NUMBER (INCLUDE AREA CODE) (   )	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) (   )

**Section Five: Additional Information** (DSHS staff enter on Intake Detail – Sub Information Summary screens)

1. ADDITIONAL CONTRACTOR ADDRESSES: IF YOU HAVE MORE THAN TWO ADDITIONAL ADDRESSES, YOU MAY **ATTACH** A LISTING OF ADDITIONAL ADDRESSES.

ADDRESS DESCRIPTION	ADDITIONAL ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)
<input type="checkbox"/> Billing address <input type="checkbox"/> Facility address <input type="checkbox"/> Mailing address	CITY, STATE, AND ZIP CODE
PHONE NUMBER (INCLUDE AREA CODE) (   )	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
FAX NUMBER (INCLUDE AREA CODE) (   )	EMAIL ADDRESS

ADDRESS DESCRIPTION	ADDITIONAL ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)
<input type="checkbox"/> Billing address <input type="checkbox"/> Facility address <input type="checkbox"/> Mailing address	CITY, STATE, AND ZIP CODE
PHONE NUMBER (INCLUDE AREA CODE) (   )	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
FAX NUMBER (INCLUDE AREA CODE) (   )	EMAIL ADDRESS



2. ADDITIONAL STAFF: IF YOU HAVE MORE THAN TWO ADDITIONAL STAFF (LISTED BELOW), WHO ARE ALSO RELEVANT TO YOUR DSHS CONTRACTS, PLEASE PROVIDE INFORMATION ABOUT THOSE STAFF ON A SEPARATE PAGE.

Additional staff person is a(n):  
 Officer or Board Member     Partner     Staff Member     Elected Official  
 Other (please identify) \_\_\_\_\_ (DSHS staff enter as applicable on ACD)

Is the additional staff authorized to sign contracts?     Yes     No

Is the additional staff a contact for DSHS contracts?     Yes     No

ADDITIONAL STAFF NAME	PHONE NUMBER (INCLUDE AREA CODE) (    )
-----------------------	--

FAX NUMBER (INCLUDE AREA CODE) (    )	ADDITIONAL STAFF EMAIL ADDRESS
--	--------------------------------

PAGER NUMBER (INCLUDE AREA CODE) (    )	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) (    )
--	---

Additional staff person is a(n):  
 Officer or Board Member     Partner     Staff Member     Elected Official  
 Other (please identify) \_\_\_\_\_ (DSHS staff enter as applicable on ACD)

Is the additional staff authorized to sign contracts?     Yes     No

Is the additional staff a contact for DSHS contracts?     Yes     No

ADDITIONAL STAFF NAME	PHONE NUMBER (INCLUDE AREA CODE) (    )
-----------------------	--

FAX NUMBER (INCLUDE AREA CODE) (    )	ADDITIONAL STAFF EMAIL ADDRESS
--	--------------------------------

PAGER NUMBER (INCLUDE AREA CODE) (    )	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) (    )
--	---

**Section Six: Contractor Certification** (DSHS staff enter on ACD Intake Detail as Intake Form Date)

**You must sign, date, and return this form.**

**I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify DSHS of any changes in any statement.**

SIGNATURE	DATE	PRINTED NAME
		TITLE

- ATTACHED SUPPORTING DOCUMENTATION CHECKLIST**
- Copy of your W-9 - Request or Taxpayer Identification Number and Certification
  - Copy of statement showing non-profit 501(c) status (if applicable)
  - List of partners, members, directors, officers, and board members (not applicable to sole proprietors)
  - Copy of your Washington State Master Business License or proof of exemption
  - List of any contracts you have had with the state that have been terminated for default, including a brief explanation (if applicable)
  - List of Additional Addresses (if applicable)
  - List of Additional Staff (if applicable)
  - Copy of your Certificate of Insurance (if applicable)

# Attachment D

## Billing Form Instructions

- 1) CA SW works with the individual school districts to identify the need for transportation to keep a child in their school of origin
- 2) School District inputs information in the following areas: Month, Date, District Name, and Total Cost to Transport Student, Student's full name
- 3) School District includes the transportation documentation per student, by provider with the first billing (i.e. agreement the district may have with cab company, volunteer driver, bus etc...to transport that child)\*
- 4) School District returns the billing and any required documentation to the office identified by the SW\*\*
- 5) CA SW fills in FamLink Case ID and sends electronic billing plus completed DSHS form 05-210 (DCFS Admin Approval Request) and backup documentation from the school to the fiduciary
- 6) Fiduciary pays the bill and sends complete packet (billing form, backup documentation etc...) to CA HQ via Campus Mail (MS:5710) to upload to the case

\* For CA purposed, backup documentation is required per provider per student with the first billing only

\*\* If there is a change in the pick up location of the child or a change in provider, new backup documentation is required to support the ongoing payment

Questions: Contact CA Education Program Manager, Shanna McBride, at (360)902-8474 or email her at [Shanna.McBride2@dshs.wa.gov](mailto:Shanna.McBride2@dshs.wa.gov)

### EXAMPLE BILLING:

#### Foster Care shared School Transportation Costs with School Districts per Title I, Part A of the ESEA

Month: September 2017      Date: October 3, 2017

#### Please provide the method for figuring Districts Cost per student to Transport

District Name: Adna School District

Total Cost to Transport Student under agreement		\$	100.00
District Reimbursement Rate	<u>86.01%</u>	\$	86.01
CA Rate of cost share	<u>50%</u>	\$	13.99
Children's Administration Total Cost		\$	7.00

#### Return to CA Social Worker

Johnny J. Jingleheimerschmidt

#### CA Office

Olympia

#### Individual Student Associated to Transportation Cost

Suzu Q Smith

#### FamLink Case ID

1234567

#### FA Instructions for Reimbursing School Districts for transportation

- \* The School District will submit a copy of the billing form to the SW each month
- \* The SW will fill out the form DSHS 05-210 DCFS Admin Approval Request for the first billing only OR if there is a change to the transportation type/location
- \* The initial billing form will have the supporting documentation for the billing of transportation (taxi receipts, bus costs etc.) including the DSHS 05-210
- \* CA will pay 1/2 of the Non-reimbursable transportation cost
- \* The FamLink code that will be used is under Ancillary, School Shared Travel Cost, FamLink #:969000
- \* This code can be used for children in foster care, relative care, or suitable placement
- \* CA will only require receipts submitted at the initial set up and in the event there is a change in transportation type/location for the child
- \* This code requires ROM approval via FamLink
- \* FA will send the first billing form with backup documentation to CA HQ, ATTN: Shannon Mathis to get uploaded into the FamLink case record.
- \* If there is a change in the transportation type/location for the child then a new billing and upload will need to occur following the same process as the initial billing

**Denial of Enrollment or Services**

- Provide contact information for Foster Care Liaison and Foster Care Education Program Supervisor to person filing the dispute
- Provide written, step-by-step description of how to dispute the district's decision

**Level I**

- Within **15 days** of the denial, the student's educational decision-maker may submit a dispute to the foster care liaison; the dispute is logged
- The Foster Care Liaison must make a decision within **5 days** and inform the person who submitted the dispute; and verifies receipt
- Student remains in the school where enrollment is sought **and** receives services while the dispute is being resolved

**Level II**

- Within **10 days** of receipt of the Level I decision, the educational decision-maker may notify the district that they intend to proceed to Level II
- Within **5 days**, the superintendent or their designee must arrange a meeting with the person filing the dispute and staff from DSHS/CA
- Within **5 days** of the meeting, the Superintendent or their designee shall provide a decision and other documentation

**Level III**

- Within **10 days**, the educational decision-maker must notify the foster care liaison that they intend to proceed to a Level III dispute
- Within **5 days** of this notification, the district superintendent or their designee shall forward the required documents to OSPI. The disputing party may also send documentation to OSPI for consideration.
- A final decision will be made within **15 days** of receipt of the dispute package

**Inter-Agency Disputes**

- Either agency may submit a dispute directly to OSPI. The disputing agency must send a copy of the dispute to the other agency and OSPI
- Within **10 days** of receipt, OSPI and DSHS/CA will meet to review the dispute and come to resolution
- The decision will be sent to the district's Superintendent, the Foster Care Liaison, and the DSHS/CA representative involved in the dispute
- Student attends where enrollment is sought and services are provided while the dispute is being resolved.

# MEMORANDUM

## Inventory Surplus

**TO:** Board of Education  
**FROM:** Karen Walters, Director of Accounting  
**DATE:** January 23, 2018  
**SUBJECT:** Declaration of Surplus

The Administration recommends that the items on the attached list be declared surplus and requests

Building	Quantity	Item
<b>Columbia</b>	1 Box	Math Manipulative
	1	Zaner Books
	9 Boxes	Random Manipulative
	1 Box	Student Clocks
	1	EALRS Binder
	1	ATP Classroom Library Pkg
	9	Containers
	5	McGraw Hill Material
	1	Mimiopad
	1 Box	Books, Posters & Math Binder
	1 Box	Math Connections
	1 Box	Mixed Teacher Manuals
	5 Boxes	Elementary Books
	1 Box	Communities: Student Books and Manual
	1	Globe
	31	Art Rolling Pins
	1	Overhead Projector
	1 Box	Spanish Books & Videos
	2 Boxes	Base Ten
	1 Box	Meter Stick
	1 Box	Geo Solid Components
	1	Plastic Bin
	1	Paper Roll on Roller
	10	Wood Shelves
	1	Rolling Chair
	1	File Container w/Lid
	1	Wo'rse Game
	1	NatGeo Game
	1 Box	McGraw Adventures
	1	Paper Pkg
	1	Teacher Binder
	1	Hilarium Game
	1	File Cabinet
2	Rolling Cart	
1	Metal Rolling Desk	
1	Office Chair	
1	Chair	
1	Kid Chair	
<b>Lewis &amp; Clark</b>	1	Rectangle Table
	1	Rolling Cart
	16	Student Desk
	1	Art Cabinet
	2	Art Display
	1	2-Drawer Cabinet
	2	Rolling Cart
	1	Blue Rack
	1	Rolling Cabinet
	2	End Tables

# MEMORANDUM

## Inventory Surplus

<b>Westside High School</b>	6	Chairs
	4	Flip Top Desk/Chairs
	32	Chairs
<b>District Office</b>	4	Plantronics Head Sets
<b>Transportation</b>	1	Desk Chair
	1	Wood Desk Chair
	2	Wooden Cabinet
	1	Wood Stick
	1	Dishwasher
	10	Chairs
	2	Truck Bumpers
	1	Silent Witness Box
	1	Chair
	1	Tool Box
	5	Rear Suburban Seats
	2	Front Van Seats
	1	Truck Canopy
	1	Security Car Barrier
	1	Wheelbarrow
	1	Sm. Bookshelf
	5	Tires
1	X-Mas Stuff	
<b>Nurses</b>	5	Audiometer
<b>Technology</b>		
<i>Lincoln</i>	20	MacBook
<i>M&amp;O</i>	1	Acer Chrome
	1	Brother MFC
	1	MacBook
	1	MacMini
	5	MacBook Pro
	1	HP Enterprise

# 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>Full Contact Football</u><br/>Type of Camp</p> <p>3. <u>Wenatchee High Football</u><br/>Group Sponsoring Camp</p> <p>5. <u>Scott Devereaux &amp; WHS Coaches</u><br/>Name of Clinician</p> <p>7. <u>July 15th - 19th, 2018</u><br/>Date(s) of Camp</p> <p>9. <u>9th - 12th Grade for 2018</u><br/>Age (Grade) of Participants</p> <p>11. <u>650 - 850</u><br/>Anticipated Number of Male Campers</p> | <p>2. <u>Raise Funds &amp; Teach Football</u><br/>Purpose of Camp</p> <p>4. <u>WHS, OMS, PMS &amp; All Fields</u><br/>Camp Location</p> <p>6. <u>Wenatchee High School</u><br/>Address of Clinician</p> <p>8. <u>All Day &amp; Evening Activities</u><br/>Number &amp; Types of Sessions</p> <p>10. <u>WHS Players - \$50; All Others \$100</u><br/>Cost Per Participant</p> <p>12. <u>None Todate</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?

<p><u>Yes</u></p> <p> Camp Sponsor Signature</p> <p><u>1-10-18</u> Date of Signature</p>	<p><u>No</u></p> <p> Building Principal Signature</p> <p><u>11/10/18</u> Date of Signature</p>	<p> District AD Signature</p> <p><u>1/10/18</u> Date of Signature</p>
---	--	--

## School Board Section

\_\_\_\_\_ Approved

\_\_\_\_\_ Rejected

Reason for Rejection:

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

\_\_\_\_\_ Date

**TO: BOARD OF DIRECTORS  
SUPERINTENDENT**

**FROM: LES VANDERVORT**

**RE: JERRY AND DIANA THOMPSON SETTLEMENT**

**DATE: January 9, 2018**

**Please find the Settlement Agreement and Release of All Claims in addition to the vacation notice by the Thompson's of 1611 Okanogan Avenue, Wenathcee WA.**

**In short, the district is paying the Thompson's three thousand dollars (\$3,000.00) for vacating the district's rental property in Wenatchee. This agreement releases the district from all claims against the property.**





Iniguez, Maria <iniguez.m@wenatcheeschools.org>

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## Rental Vacate Notice

1 message

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**Diana Thompson** <jdthompson@nwi.net>

Tue, Jan 16, 2018 at 12:28 PM

To: "iniguez.m@wenatcheeschools.org" <iniguez.m@wenatcheeschools.org>

Hi Maria,

We would like to give our notice to vacate the rental house at

[1611 Okanogan Ave.](#) We will be out of the house on February 1, 2018.

So our last day will be Wednesday January 31, 2018.

Thank you,

Jerry and Diana Thompson

PO Box 5520

Wenatchee, WA 98807

(509) 885-5994

(509) 668-3764

Sent from [Mail](#) for Windows 10

**SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (“Agreement”), is effective on the last date that all parties have signed this Agreement, and is executed by the Wenatchee School District (“District”), and Jerry and Diana Thompson, (collectively referred to as “Tenant”).

**I. RECITALS**

- A. The District and Tenant entered into a Residential Rental Agreement (“Rental Agreement”) dated December 9, 2009, whereby the District rented to Tenant the premises located at 1611 Okanogan Avenue, Wenatchee, WA 98801, hereinafter referred to as the “premises.”
- B. The District served the Tenant with a Notice to Terminate Tenancy (“Termination Notice”).
- C. The Termination Notice notified Tenant that Tenant’s Rental Agreement terminated on July 31, 2018. In addition, the Termination Notice stated that the Tenant had to surrender possession of the premises to the District on or before July 31, 2018.
- D. The District and Tenant now desire to enter into this Agreement so as to fully compromise and settle their disputes related to the Rental Agreement.

**II. AGREEMENT**

In consideration of the promises made in this Agreement, the District and Tenant hereby agree as follows:

- 1. **Settlement Amount.** The District agrees to pay Tenant Three Thousand Dollars and no/100 (\$3,000.00) (“Settlement Payment”). The Settlement Payment shall be paid to Tenant by the District within three (3) business days after the Board has approved the warrant for payment; provided that the Tenant completes the following by April 1, 2018, unless otherwise stated:
  - a. Tenant terminates the Rental Agreement in writing with an effective date of termination of April 1, 2018 or earlier. This written termination notice must be provided to the District no later than March 1, 2018;
  - b. Tenant vacates the premises and removes any personal property from the premises, including, but not limited to, motor vehicles, boats, trailers, debris, garbage, appliances, yard waste, hazardous materials, and any other personal belongings of Tenant;
  - c. Tenant provides the District with any and all keys to the premises;
  - d. Tenant shall discontinue and/or disconnect any utility services to the premises. In addition, Tenant shall provide the District confirmation that all utility services have been disconnected and/or discontinued; and

e. Tenant is in compliance with all provisions of this Agreement.

2. **Abandonment of Personal Property.** Tenant agrees that any personal property that Tenant has not removed from the premises upon termination date of the Rental Agreement shall be deemed abandoned by Tenant and the District may take possession of such personal property and dispose of it in any manner it determines to be appropriate. Any costs and/or expense that the District incurs for disposing of the abandoned personal property shall be reimbursed to the District by the Tenant. The District shall invoice the Tenant for the costs and/or expenses of the disposal and the amount shall be deducted from the Settlement Payment. If the costs and/or expenses exceed the amount of the Settlement Payment, then the Tenant shall pay the excess within ten (10) business days of the invoice being sent. If payment is not timely then the excess amount shall accrue interest at a rate of 12% per annum until paid or the highest interest rate allowed by law, whichever is lower.

3. **Waiver and Release of Claims.** In consideration of the promises made in this Agreement, Tenant hereby fully releases and discharges the District and its subsidiaries and affiliates, each of the District School Board members, and past and present District officers, managers, agents, employees, administrators, and attorneys (collectively "Released Parties"), and the predecessors, successors, transferees and assigns of the Released Parties, from any and all claims of any kind, whether known or unknown, that arose on or before the date of this Agreement relating to the Tenant's Rental Agreement and/or Tenant's use or occupancy of the premises.

The claims Tenant is releasing include, but are not limited to, claims of injury to property or persons, including death, breach of contract, breach of the Rental Agreement, unlawful or wrongful eviction, retaliatory eviction, any deficiency in the Termination Notice or the service thereof, breach of duty of the implied warranty of habitability and any other claims under Chapters 59.12 RCW and 59.18 RCW (the "Residential Landlord-Tenant Act"). This release is meant to be as broadly interpreted as allowed by law.

4. **Authority and Indemnification.** Tenant warrants and represents that Tenant has the right and authority to enter into this Agreement. In the event Tenant breaches this Section, Tenant, to the fullest extent permitted by law, shall indemnify, defend and hold the District harmless against any and all suits, claims, obligations, losses, liabilities, judgments, damages and expenses incurred by the District caused by, proximately or otherwise, or resulting from, directly or indirectly, the Tenant's breach of this Section.

5. **Independent Legal Counsel.** Tenant agrees and represents that by entering into this Agreement, he or she has relied on his or her own judgment, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements of the District, its agents, employees, officials, and/or any person representing the District other than those statements contained herein. Tenant acknowledges that he or she has consulted or has had a reasonable opportunity to consult with independent legal counsel of his or her own choosing in the negotiation, review and preparation of this Agreement. Because all parties have either been represented by legal counsel or have had adequate opportunity to be represented by legal counsel in the preparation of this Agreement, neither party shall be construed as the drafter of this Agreement.

6. No Admission of Liability. Neither this Agreement nor the payments made under this Agreement is an admission of liability or wrongdoing by either party.
7. Governing Law; Venue. This Agreement is governed by the laws of the State of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in the state courts in Chelan County, Washington.
8. Notices. All notices, demands, requests, or other communications required to be given or sent by District or Tenant, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery, addressed as follows:

a. To  
 Tenant: Jerry & Diana Thompson  
PO Box 5520  
Wenatchee, WA 98801

b. To           Wenatchee School District  
 District:      Attention: Chief Financial Officer  
                   235 Sunset Ave.  
                   Wenatchee, WA 98801

(509) 663-8161

9. Recitals. The recitals are incorporated herein as part of this Agreement.
10. Headings Not Controlling. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.
11. Board Approval. Tenant acknowledges and understands that this Agreement must be approved by the District's Board of Directors and that this Agreement is contingent upon the approval of the Board of Directors.
13. Public Disclosure Act. Tenant acknowledges that this Agreement may be subject to disclosure by the District under the Ch. 42.56 RCW, the Public Disclosure Act. Tenant hereby consents to the disclosure of the Agreement.
14. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

The facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

15. Assignment. Tenant may not assign this Agreement, or Tenant's rights hereunder, without District's prior written consent.
16. Modification/ Severability. The terms of this Agreement may only be changed or modified in writing and signed by both parties. If any of the terms of this Agreement are held to be invalid or unenforceable, the remaining terms shall nevertheless continue to be valid and enforceable.
17. Complete Agreement. This Agreement represents and contains the entire understanding between the parties in connection with the subject matter of this Agreement. It is expressly acknowledged and recognized by both parties that there are no oral or written collateral agreements, understandings or representations between the parties other than as contained in this document.

The District and Tenant understand fully that this is a final settlement and disposition of the disputes, present and future, both as to the legal liability and extent of the injury and/or damage which has been sustained and it is covenanted and agreed between the District and Tenant.


DISTRICT:

TENANT:

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

Date: 1-16-18

\_\_\_\_\_  
 By: Brian Flones, Superintendent  
 WENATCHEE SCHOOL DISTRICT

  
 By: Jerry Thompson  
 TENANT

\_\_\_\_\_  
 By: Michele Sandberg, President  
 WENATCHEE SCHOOL DISTRICT

  
 By: Diana Thompson  
 TENANT

**TO: BOARD OF DIRECTORS  
SUPERINTENDENT**

**FROM: LES VANDERVORT**

**RE: JAMES AND APRIL JACKSON SETTLEMENT**

**DATE: January 23, 2018**

**Please find the Settlement Agreement and Release of All Claims in addition to the vacation notice by the Jackson's of 3581 Saturday Ave. Malaga, WA.**

**In short, the district is purchasing the Jackson's mobile home for twelve thousand three hundred forty seven dollars (\$12,347.00) for vacating the district's property in Malaga. This agreement releases the district from all claims against the property.**

James and April Jackson

5201 Rock Island Rd.

Rock Island, WA. 98850

To whom it may concern;

On December 18 , 2017 we informed Housing Authority that December 30<sup>th</sup> would be our last day at 3581 Saturday Ave... The receptionist (Maria) told us she would note that and take care of it. This letter is to inform you that we have completely moved and have payed the final water and power bills as requested. Also, all utilities have been shut off. We are now waiting to see what you want us to do with the title to the mobil home.

Thank You,

*James A. Jackson*  
*April A. Jackson*

**SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (“Agreement”), is effective on the last date that all parties have signed this Agreement, and is executed by the Wenatchee School District (“District”), and James and April Jackson, (collectively referred to as “Tenant”).

**I. RECITALS**

- A. The District and Tenant entered into a Mobile Home Space Rental Agreement (“Rental Agreement”) dated January 20, 2010, whereby the District rented to Tenant the mobile home space located at 3581 Saturday Avenue, Malaga, WA 98828, hereinafter referred to as the “premises.”
- B. The premises are located within the Shielded R’s Mobile Home Park (“Park”), which is owned by the District.
- C. Tenant has placed on the premises a mobile home that Tenant owns.
- D. The District determined that it need to close the Park as it needed the Park property for school purposes.
- E. In December 2016, the District commenced the closure process of the Park. The District has complied with all of its requirements to close the Park as required in Ch. 59.20 RCW and Ch. 59.21 RCW.
- F. The District served the Tenant with a Notice of Conversion/Closure (“Closure Notice”). The Closure Notice was also recorded with the Chelan County Auditor on December 6, 2016, under auditor’s file no. 2449084.
- G. The District served the Tenant with a Notice to Terminate Mobile Home Space Tenancy (“Termination Notice”).
- H. The Closure Notice and/or the Termination Notice notified Tenant that the Park was to be closed on July 31, 2018, and that Tenant’s Rental Agreement terminated on July 31, 2018. In addition, the Termination Notice stated that the Tenant had to surrender possession of the premises to the District on or before July 31, 2018.
- I. The District and Tenant now desire to enter into this Agreement so as to fully compromise and settle their disputes related to the Rental Agreement and closure of the Park.



## **II. AGREEMENT**

In consideration of the promises made in this Agreement, the District and Tenant hereby agree as follows:

1. Tenant is the sole owner of the following mobile home:

Make: Champion

Model: USA

Year: 1984

Serial No. IDA076710

License No. n/a

2. Purchase of Mobile Home. Tenant agrees to sell and District agrees to purchase Tenant's mobile home under the following conditions:

- a. District shall purchase Tenant's mobile home for **twelve thousand three hundred forty-seven** Dollars and **00/100 (\$12,347)**. This purchase price is contingent upon Tenant completing the following by April 1, 2018, unless otherwise stated:
  - i. Tenant provides the District will all completed documents to transfer the title of the mobile home to the District. If any additional documents need to be completed to effectuate the transfer of the title, then Tenant shall cooperate with the District to complete the additional documents;
  - ii. Tenant terminates the Rental Agreement in writing with an effective date of termination of April 1, 2018. This written termination notice must be provided to the District no later than March 1, 2018;
  - iii. Tenant vacates the premises and removes any personal property from the premises, including, but not limited to, motor vehicles, boats, trailers, debris, garbage, appliances, yard waste, hazardous materials, and any other personal belongings of Tenant;
  - iv. Tenant provides the District with any and all keys to the mobile home and any outbuildings on the premises;
  - v. If Tenant's Department of Commerce Relocation Assistance application is approved, then Tenant shall assign Tenant's right for reimbursement for relocation assistance to the District. Tenant shall complete any and all forms to effectuate such assignment prior to receiving any funds;

- vi. Tenant shall discontinue and/or disconnect any utility services to the premises and/or mobile home. In addition, Tenant shall provide the District confirmation that all utility services have been disconnected and/or discontinued; and
  - vii. Tenant is in compliance will all provisions of this Agreement.
- b. District shall purchase Tenant's mobile home for **six thousand one hundred seventy four** Dollars and **00/100 (\$6,174)**. This purchase price is contingent upon Tenant completing the following by May 31, 2018, unless otherwise stated:
- i. Tenant provides the District will all completed documents to transfer the title of the mobile home to the District. If any additional documents need to be completed to effectuate the transfer of the title, then Tenant shall cooperate with the District to complete the additional documents;
  - ii. Tenant terminates the Rental Agreement in writing with an effective date of termination of May 31, 2018. This written termination notice must be provided to the District no later than April 30, 2018;
  - iii. Tenant vacates the premises and removes any personal property from the premises, including, but not limited to, motor vehicles, boats, trailers, debris, garbage, appliances, yard waste, hazardous materials, and any other personal belongings of Tenant;
  - iv. Tenant provides the District with any and all keys to the mobile home and any outbuildings on the premises;
  - v. If Tenant's Department of Commerce Relocation Assistance application is approved, then Tenant shall assign Tenant's right for reimbursement for relocation assistance to the District. Tenant shall complete any and all forms to effectuate such assignment prior to receiving any funds;
  - vi. Tenant shall discontinue and/or disconnect any utility services to the premises and/or mobile home. In addition, Tenant shall provide the District confirmation that all utility services have been disconnected and/or discontinued; and
  - vii. Tenant complies with all provisions of this Agreement.
- c. Unless otherwise provided herein, the purchase price shall be paid to Tenant by the District three (3) business days after the Board has approved the warrant for payment.

- d. Tenant agrees that the District may take possession of the mobile home and that the mobile home may be demolished after the premises are vacated by Tenant, but prior to the transfer of title. The intent of this provision is to enable the District to submit demolition reimbursement costs to the Department of Commerce.
3. Advancement of Costs for Relocation. In the event Tenant is approved by the Department of Commerce for relocation assistance and Tenant does not wish to sell the mobile home to the District, the District shall advance certain costs to have the mobile home removed from the premises under the following conditions:
- a. Tenant provides written notice by March 1, 2018, to the District that Tenant intends to remove the mobile home from the premises;
  - b. Tenant assigns Tenant's right for reimbursement for relocation assistance to the District. Tenant shall complete any and all forms to effectuate such assignment prior to receiving any funds;
  - c. The District will only advance funds for expenses allowable for reimbursement pursuant to WAC 365-212-060;
  - d. The District will advance funds up to \$12,000 for a doublewide mobile home and up to \$7,500 for a singlewide mobile home;
  - e. Tenant shall remove the mobile home from the premises no later than May 31, 2018;
  - f. Tenant agrees that the Rental Agreement is terminated on the date the mobile home is removed from the premises or May 31, 2018, whichever is earlier;
  - g. Tenant shall discontinue and/or disconnect any utility services to the premises and/or mobile home. In addition, Tenant shall provide the District confirmation that all utility services have been disconnected and/or discontinued; and
  - h. Upon removing the mobile home from the premises, Tenant shall provide the District with any and all keys to any outbuildings on the premises. In addition, Tenant shall remove any other personal property from the premises, including, but not limited to, motor vehicles, boats, trailers, debris, garbage, appliances, yard waste, hazardous materials, and any other personal belongings of Tenant.

In the event Tenant is not approved by the Department of Commerce for relocation assistance and Tenant does not wish to sell the mobile home to the District, the District is under no obligation to advance any costs to the Tenant to have the mobile home removed from the premises. Furthermore, Tenant shall solely be responsible to remove the mobile home from the premises.

4. Relocation Assistance Application. Tenant agrees that Tenant shall complete the Department of Commerce Relocation Assistance application by January 31, 2018, and provide the completed application to the Department of Commerce by such date. Tenant shall cooperate with the District and/or the Department of Commerce in submitting any additional documents and/or information that the Department of Commerce may need to process the application.
  
5. Abandonment of Personal Property. Tenant agrees that any personal property that Tenant has not removed from the premises upon termination date of the Rental Agreement shall be deemed abandoned by Tenant and the District may take possession of such personal property and dispose of it in any manner it determines to be appropriate. Any costs and/or expense that the District incurs for disposing of the abandoned personal property shall be reimbursed to the District by the Tenant. The District shall invoice the Tenant for the costs and/or expenses of the disposal and the Tenant shall pay the invoice within ten (10) business days of the invoice being sent. If payment is not timely then the invoice amount shall accrue interest at a rate of 12% per annum until paid or the highest interest rate allowed by law, whichever is lower.
  
6. Waiver and Release of Claims. In consideration of the promises made in this Agreement, Tenant hereby fully releases and discharges the District and its subsidiaries and affiliates, each of the District School Board members, and past and present District officers, managers, agents, employees, administrators, and attorneys (collectively "Released Parties"), and the predecessors, successors, transferees and assigns of the Released Parties, from any and all claims of any kind, whether known or unknown, that arose on or before the date of this Agreement relating to the Conversion/Closure of Shielded R's Mobile Home Park, Tenant's Rental Agreement and/or Tenant's use or occupancy of the premises.

The claims Tenant is releasing include, but are not limited to, claims of injury to property or persons, including death, breach of contract, breach of the Rental Agreement, unlawful or wrongful eviction, retaliatory eviction, any deficiency in the Termination Notice or the service thereof, any deficiency in the Closure Notice or the service and/or recording thereof, breach of duty of the implied warranty of habitability and any other claims under Chapters 59.12 RCW, 59.18 RCW (the "Residential Landlord-Tenant Act") and 59.20 RCW (the "Manufactured/Mobile Home Landlord-Tenant Act"). This release is meant to be as broadly interpreted as allowed by law.

7. Authority and Indemnification. Tenant warrants and represents that title to the mobile home is free of liens, security interests, encumbrances and defects, and that Tenant has the right and authority to transfer title of the mobile home to the District or to relocate the mobile home from the premises. Tenant further warrants and represents that Tenant has the right and authority to enter into this Agreement. In the event Tenant breaches this Section, Tenant, to the fullest extent permitted by law, shall indemnify, defend and hold the District harmless against any and all suits, claims, obligations, losses, liabilities, judgments, damages and expenses incurred by the District caused by, proximately or otherwise, or resulting from, directly or indirectly, the Tenant's breach of this Section.
  
8. Independent Legal Counsel. Tenant agrees and represents that by entering into this Agreement, the or she has relied on his or her own judgment, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements of the District, its agents, employees, officials, and/or any person representing the District other than those

statements contained herein. Tenant acknowledges that he or she has consulted or has had a reasonable opportunity to consult with independent legal counsel of his or her own choosing in the negotiation, review and preparation of this Agreement. Because all parties have either been represented by legal counsel or have had adequate opportunity to be represented by legal counsel in the preparation of this Agreement, neither party shall be construed as the drafter of this Agreement.

9. No Admission of Liability. Neither this Agreement nor the payments made under this Agreement is an admission of liability or wrongdoing by either party.
10. Governing Law; Venue. This Agreement is governed by the laws of the State of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in the state courts in Chelan County, Washington.
11. Notices. All notices, demands, requests, or other communications required to be given or sent by District or Tenant, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery, addressed as follows:

a. To  
Tenant: James & April Jackson  
5201 Rock Island Rd.  
Rock Island, WA 98850

b. To           Wenatchee School  
District:       District  
                  Attention: Chief  
                  Financial Officer  
                  235 Sunset Ave.  
                  Wenatchee, WA 98801

(509) 663-8161

12. Recitals. The recitals are incorporated herein as part of this Agreement.
13. Headings Not Controlling. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.
14. Board Approval. Tenant acknowledges and understands that this Agreement must be approved by the District's Board of Directors and that this Agreement is contingent upon the approval of the Board of Directors.
15. Brokers and Finders. Neither party has had any contact or dealings regarding the mobile home, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cost of the purchase and sale contemplated by this Agreement. If any broker or finder perfects a claim for a commission or finder's fee based upon any contract, dealings, or

communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend, and hold harmless the other party from and against any liability, cost or damages (including attorney's fees and costs, arising out of that claim).

16. Public Disclosure Act. Tenant acknowledges that this Agreement may be subject to disclosure by the District under the Ch. 42.56 RCW, the Public Disclosure Act.

17. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

The facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

18. Assignment. Tenant may not assign this Agreement, or Tenant's rights hereunder, without District's prior written consent.

19. Modification/ Severability. The terms of this Agreement may only be changed or modified in writing and signed by both parties. If any of the terms of this Agreement are held to be invalid or unenforceable, the remaining terms shall nevertheless continue to be valid and enforceable.

20. Complete Agreement. This Agreement represents and contains the entire understanding between the parties in connection with the subject matter of this Agreement. It is expressly acknowledged and recognized by both parties that there are no oral or written collateral agreements, understandings or representations between the parties other than as contained in this document.

The District and Tenant understand fully that this is a final settlement and disposition of the disputes, present and future, both as to the legal liability and extent of the injury and/or damage which has been sustained and it is covenanted and agreed between the District and Tenant.

DISTRICT:

TENANT:

Date: 1-16-18

Date: 1-16-18

By: Brian Fones, Superintendent  
WENATCHEE SCHOOL DISTRICT

By: James A. Jackson  
TENANT

By: Michele Sandberg, President  
WENATCHEE SCHOOL DISTRICT

By: April A. Jackson  
TENANT