



# CONSENT AGENDA

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# Wenatchee School District Regular Board Meeting

Minutes of August 14, 2018  
WSD District Office

## Board Members

Michele Sandberg, President  
Sarah Knox, Vice President & DLT Board Representative  
Sunny Hemphill, Board Legislative Representative  
Laura R. Jaecks  
Walter Newman

## Staff Present

Brian Flones, Superintendent  
Cabinet

### I. Regular Meeting 6 p.m.

Michele Sandberg, President, opened the regular board meeting at 6:00 p.m. with the pledge of allegiance. She asked those present who wanted to address the board to please fill out a citizen's comment sheet and turn it in. She reminded them there is a 3-minute time limit per person for comments.

President Sandberg asked for any changes to the agenda. There were none.  
**MOTION MADE:** Sunny made the motion to approve the agenda as presented.

**DISCUSSION:** None

**SECONDED:** Sarah Knox

**PASSED UNANIMOUSLY**

Michele Sandberg, President, asked for a motion for consent approval.

**MOTION MADE:** Sarah Knox made the motion to approve the consent agenda as presented.

**DISCUSSION:** Clarification made that no changes have been made to any of the minutes. Request also made that draft documents not be included in the minutes from board meetings or workshops.

**SECONDED:** Laura Jaecks

**PASSED UNANIMOUSLY**

**Consent Agenda included:**

**MINUTES::** Reg. Mtg. 6/26/18, Wkshps. 6/22/18 & 6/27/18 & Special Mtg. 7/10/18

### II. Consent Agenda

#### 1) Minutes

#### 2) Personnel Report

**PERSONNEL REPORT PREPARED BY:**

Lisa Turner, HR Executive Director: Aug.14, 2018 - On file

#### 3) Vouchers/Payroll

**PAYROLL PREPARED BY:**

Tami Hubensack, Director of Payroll:

\$ 7,164,879.33 for the month of July 2018

**VOUCHERS & CONTRACTS PREPARED BY:**

Karen Walters, Director of Accounting 7/11/18

General Fund

Check numbers 599998 through 600228 totaling \$624,915.55

Capital Projects Fund

Check numbers 600229 through 600232 totaling \$95,539.39

Associated Student Body Fund

Check numbers 600233 through 600281 totaling \$65,310.09

7/25/18

General Fund

Check numbers 600283 through 600425 totaling \$1,200,196.62

Capital Projects Fund

Check numbers 600426 through 600427 totaling \$2,002.87

Associated Student Body Fund

Check numbers 600428 through 600441 totaling \$14,677.38

8/15/18

General Fund

Check numbers 600493 through 600620 totaling \$541,884.20

Capital Projects Fund

Check numbers 600621 through 600623 totaling \$59,630.91

Associated Student Body Fund

Check numbers 600624 through 600649 totaling \$53,901.26

## 4) Contracts

New / Renewal / Revision	Federal Yes/No	Agency	Funded By	Purpose	Amount	Effective Dates	Contract Requested By	Reviewed By
Renewal	No	Skillsource	BEA/State Funded	Open Doors Program	80% Flow through	9/1/18 - 8/31/20	Denise Watson	Mark Helm
New	No	Center for Educational Leadership	LAP - High Poverty	Literacy Assessment & 7 days of Literacy workshops	\$29,848	8/1/18 - 6/30/19	Mark Goveia	Mark Helm
New	No	Town Toyota Center	Title 2	District Arts Festival Facility	\$4,000	5/20/20	Mark Helm	Larry Mayfield
Renewal	No	Aon	N/A	WEA Select renewal participant agreement	N/A	11/1/18 - 12/31/19	Sara Adamy	Lisa Turner
Renewal	No	NCESD	Revenue	Annual Fee to offset cost of student information services position	N/A	9/1/18 - 8/31/19	Karen Walters	Larry Mayfield
New	No	Department of Ecology	Revenue	Grant for purchase of buses	\$175,000	8/14/18 - 6/30/20	Robert Sanford	Larry Mayfield
Renewal	No	NCESD	HR	Absence Management System	\$20,182	8/1/18 - 8/31/19	Dianna Miller	Lisa Turner
Renewal	No	Total Care	Special Education	Skilled nursing for a medically fragile student	up to \$80,200	8/29/18 - 6/14/19	Trisha Craig	Mark Helm
New	No	Nova Southeastern University	N/A	Clinical placement for one of our speech pathologists	N/A	8/1/18 - 7/31/19	Trisha Craig	Mark Helm
Renewal	No	NCESD	Basic Ed - WHS	Online Resource Databases	\$2,611	9/1/18 - 8/31/19	Ron Brown	Jon Dejong
Renewal	No	West Interactive Services Corporation	BEA - Multiple locations	School Messenger - online communication application	\$19,310	9/1/18 - 8/31/19	Ron Brown	Jon Dejong
Revision	No	Eastern WA University	N/A	Information outlining instructor compensation and duty expectations	N/A	8/29/18 - 6/14/19	Ricardo Iniguez	Jon Dejong

## 5) Surplus Report & Other Consent Items

**SURPLUS REPORT:** None

Policies 2nd Reading: 2022, 2023, 2024, 3244, 3247, 3130, 3116

### Recognition

The North Central ESD's, Suzanne Reister, Executive Director and Paul Harrison, Loss Control Specialist presented Superintendent Fiones with a check for \$5000 and a certificate for completion of the NCWWCP "Safety Incentive Program" for passing the "Slip, Trip and Fall" evaluation. Our Safety Director, Adam Bergstrom, could not be present to accept the award. Superintendent Fiones and the board thanked them for the generous award and recognition.

### Citizen Comments

Lori Wisemore, PSE President, shared data comparing WSD to other districts' pay scales. She shared that WSD is considerably lower than all other districts. The board thanked her for the information and her comments.

### New Business

Request for Proposals (RFP): Superintendent Search:

The RFP, Professional Services Agreement and Exhibit "A" (Scope of Services) was given to the board for approval to send out to search firms.

#### EXHIBIT A SCOPE OF SERVICES

**SCOPE:** The Consultant will assist the Wenatchee School District Board of Directors recruit, select, and employ a Superintendent of Schools.

Under the terms of the Agreement, the services will occur in four phases:

##### 1. Phase I: Preparing for the Search

- Meet with the Board to develop a preliminary draft of the recruitment brochure and decide the process for gathering input from the community and staff.
- Meet with selected groups and individuals to further define qualities that should be sought in candidates for the superintendent's position.
- Meet with the Board to consolidate input gathered in staff community meetings and determine its role in the selection process.
- Prepare initial draft of recruitment brochure and make revisions as needed until approved by the Board.

##### 2. Phase II: Recruiting and Screening Candidates

- Mail recruitment brochures to all districts in Washington, Idaho and Oregon, and selected individuals in other states.
- Contact a wide range of current superintendents, assistant superintendents, principals and others with potential knowledge of strong candidates for the position.
- Place appropriate announcements in selected journals and newsletters to provide additional publicity about the opening.
- Identify, contact, and encourage potential candidates who might not otherwise be aware of the position.
- Screen all valid applications; verify references of all candidates who appear to meet the position requirements; conduct screening interviews via telephone or in person of all candidates to be recommended to the Board.

##### 3. Phase III: Interviewing Candidates

- Meet with the Board to discuss all qualified candidates and recommend four to ten of the best qualified candidates from the applicant pool, assist the Board in deciding which candidates to invite to the District for interviews.
- Recommend to the Board appropriate interview questions and procedures; assist in scheduling and arranging interviews.
- Assist with arrangement for Board visitations to candidates' districts.

##### 4. Phase IV: Making the Selection

- Meet with the Board to facilitate the evaluation of each candidate and their "fit" with the District.
- Notify all unsuccessful candidates of the Board's decision.
- Upon request by the Board, assist with contract negotiations with the successful candidate.

**MOTION MADE:** Sarah Knox made the motion to approve the RFP, professional services agreement and Exhibit "A" as presented.

**SECONDED:** Sunny Hemphill

**DISCUSSION:** A discussion followed on the decision to send out the RFP to national firms. It was discussed whether there was a consensus of the board at the workshop with Dr. Sharratt to keep the search local, Washington State firms only, the board did not agree that there was a consensus. Some of the national firms have local representatives that would do the search, this is only an RFP for search firms, not candidates at this time.

**PASSED In Favor: 4 to 1**

BD. Minutes 8/14/18

(Minutes are summaries with Action Items for complete meeting details visit board meeting videos at:

<https://www.wenatcheeschools.org/board/archived-school-board-meetings>

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**Wenatchee Learns Strategies**

**Strategy 1: Design the Personalized Learning of the Future**

**Objective 1.1 Flexible Personalized Learning System that Accommodate Personalize Learning**

**New High School Class Credit Policy – Informational Board Item**

Michele Sandberg, Board President, proposed a policy defining the need for a class to be eligible for high school credit. Proposed Policy:

<p style="text-align: center;">Policy _____</p> <p style="text-align: center;">CLASSES ELIGIBLE FOR HIGH SCHOOL CREDIT</p> <p>The board wishes to establish an educational structure that creates an environment designed to ensure that all students have the opportunity to attain their maximum potential through a sound organizational framework. In order for a class to be eligible for high school credit, the class must have a specified unit of study that includes a dedicated curriculum and course objective, and the class must require student assessments that measure growth and the achievement of course objectives.</p> <p>For the purposes of this policy, a survey of students is not an assessment and shall not be used to measure growth and/or achievement of course objectives.</p>	<p>Cross References:</p>	<p>Board Policy 2020</p> <p>Board Policy 2409</p> <p>Board Policy 2410</p> <p>Board Policy 2413</p> <p>Board Policy 2418</p> <p>Board Policy 2420</p>	<p>Course Design, Selection and Adoption of Instructional Materials</p> <p>Credit for Competency/Proficiency</p> <p>High School Graduation Requirements</p> <p>Equivalency Credit for Career and Technical Education Courses</p> <p>Waiver of High School Graduation Credits</p> <p>Grading and Progress Reports</p>
	<p>Legal Reference:</p>	<p>RCW 28A.230</p> <p>WAC 180-51</p>	<p>Compulsory Coursework and Activities</p> <p>High School Graduation Requirements</p>

Discussion followed about the background leading up to this proposed policy. The process of bringing new policies to the board was also discussed. It was suggested that a workshop be planned to discuss with all the board this new proposal and invite our educational administrators to be involved in the discussion. It was also discussed whether to consider this a first reading of the proposed policy, there was not a board consensus on the policy proposal.

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

**Objective: 4.2 Sound Fiscal & Resource Management**

**Resolution # 06-18 Transfer of Funds**

RESOLUTION # 06-18 TRANSFER OF FUNDS FROM GENERAL FUND TO CAPITAL PROJECTS FUND FOR PROJECTS

A resolution of the Wenatchee School District transferring funds from the General Fund to the Capital Projects Fund.

**WHEREAS**, RCW 28A.320.330 School Funds Enumerated-Deposits-Uses specifies money deposited into the Capital Projects Fund shall include, but not be limited to, bond proceeds, proceeds from excess levies, state apportionment proceeds as authorized by RCW 28A.150.270, earnings from capital projects fund investments, and state forest revenues, and

**WHEREAS**, Wenatchee School District has deposited sufficient eligible resources into the General Fund to provide for the transfer; and

**WHEREAS**, RCW 28A.320.330 and 28A.530.010 provide the purposes for which capital project funds may be used, including renovation and rehabilitation of playfields, athletic fields, and other district real property; and

**WHEREAS**, the Wenatchee School Board wishes to transfer up to \$26,000 from the General Fund to the Capital Projects Fund to improve facility and site safety, including Princeton Avenue and related site improvements at Lewis & Clark Elementary; and

**WHEREAS**, the Wenatchee School Board wishes to transfer up to \$30,500 from the General Fund to the Capital Projects Fund to improve facility and site safety, including street crossing and related site improvements at Sunnyslope Elementary School; and

**WHEREAS**, the Wenatchee School Board wishes to transfer up to \$45,000 from the General Fund to the Capital Projects Fund to improve facility and site safety, including street crossing and related site improvements at Foothills Middle School; and

**WHEREAS**, the Wenatchee School Board wishes to transfer up to \$110,000 from the General Fund to the Capital Projects Fund for a new facility and site safety, including related site improvements at Rec Park; and

**WHEREAS**, the Wenatchee School District's Ending Fund Balance at August 31, 2017 is projected to be \$9,870,000 and after the transfer would be approximately \$9,658,500.

**THEN**, the Wenatchee School District Board of Directors hereby authorizes the transfer of \$211,500 from the General Fund to the Capital Projects Fund in the 2017-18 school year.

Dated this 14<sup>th</sup> day of August, 2018

After a brief discussion about the details with Mr. Mayfield, Executive Director of Finance and Karen Walters, Director of Accounting and input from Gregg Herkenrath, Director of Facilities, Mr. Mayfield asked for approval. The board was provided with the 18-19 F-195 & F195F Abbreviated for board.

**MOTION MADE:** Sarah Knox made the motion to approve the Resolution 06-18 Transfer of Funds from General Fund to Capital Projects Fund for Projects as presented.

**SECONDED:** Walter Newman

**DISCUSSION:** As above on Foothills sidewalks and Lewis and Clark crosswalks and Recreation Park is almost complete.

**PASSED UNANIMOUSLY**

**2018-19 Budget – First Reading**

Larry Mayfield, Executive Director of Business & Operations

Karen Walters, Director of Accounting

**2018-19 FY PRELIMINARY BUDGET PRESENTATION:** Prepared by Larry Mayfield, Executive Director Business and Finance/CFO. Karen Walter, Director of Accounting assisted Mr. Mayfield in answering questions and giving accounting details. Mr. Mayfield first gave summary of the district funds as follows:



- District Funds
  - General Fund
  - Associated Student Body (ASB) Fund
  - Debt Service Fund
  - Capital Projects Fund
  - Transportation Vehicle Fund

- General Fund- Account for all financial resources except those required to be accounted for in another fund.
- Associated Student Body Fund- For Cultural (non-curricular), Athletic, Recreational, or Social benefit of the students (CARS).
- Debt Service Fund- For the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the redemption of outstanding bonds and notes, as well as other noncurrent long-term liabilities.
- Capital Projects Fund- For the financial resources to be used for the acquisition or construction of major capital facilities.
- Transportation Vehicle Fund- For the purchase and major repair of pupil transportation equipment (buses).

**PRESENTATION**

## 2018-19 FY Preliminary Budget Summary

	GENERAL FUND	ASB FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND	TRANSP VEHICLE FUND
Plus: Revenues	111,247,071	1,293,829	5,603,680	1,457,502	524,000
Less: Expenditures	114,058,636	1,390,422	5,625,538	4,687,000	775,218
Transfer Out to TVF	250,000				
Excess Revenue(Exp)	(3,061,565)	(96,593)	(21,858)	(3,229,498)	(251,218)
Beginning Fund Balance	\$10,000,000	\$650,000	\$2,402,360	\$4,500,000	\$251,218
Ending Fund Balance	\$6,938,435	\$553,407	\$2,380,502	\$1,270,502	\$0

2019 Excess Levies Amounts      \$6,456,547      \$5,734,000

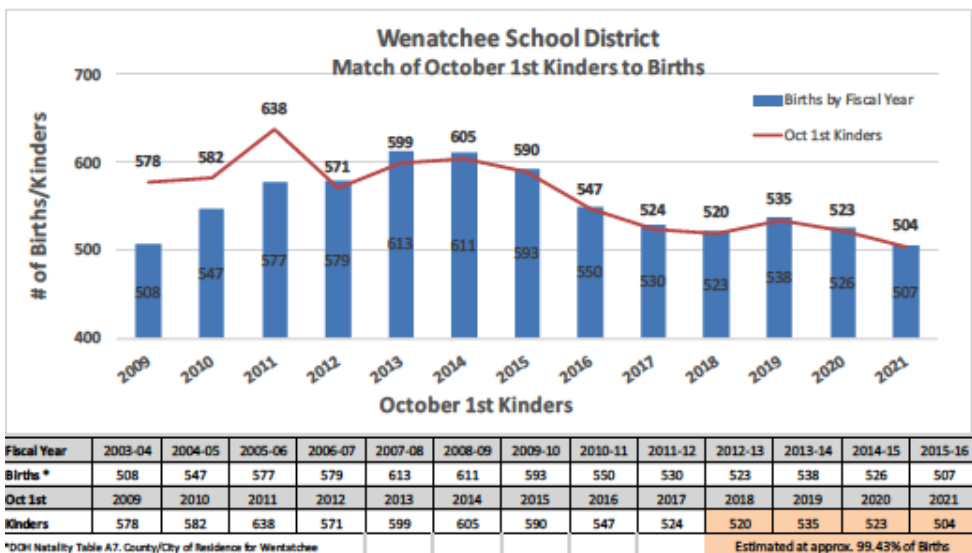
- General Fund – Key Factors that Drive Budget

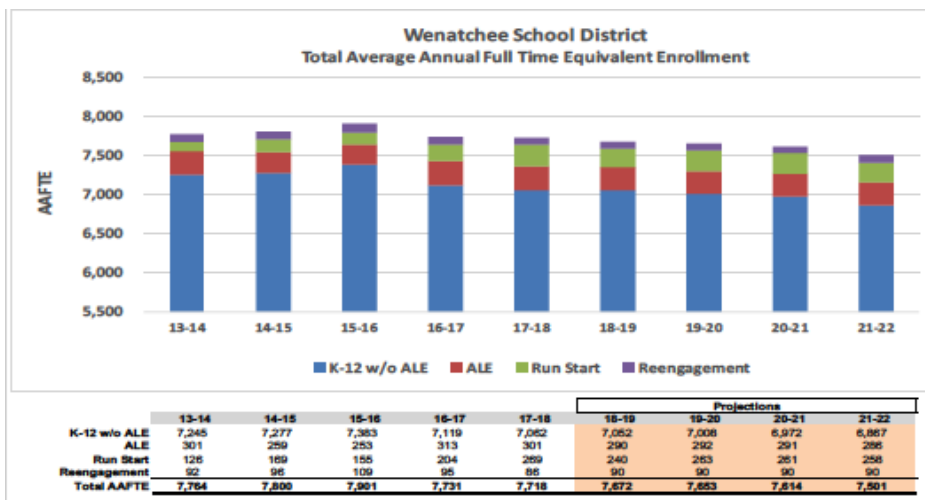
### Enrollment

### Staffing



## 2018-19 FY General Fund Budget





## 2018-19 FY General Fund Budget Funding

- New salary allocations for certificated instructional, certificated administrative, and classified.
- New salary allocations increased 1.9% IPD
- 1.06 Temporary Regionalization increases new salary allocations for 18-19 and 19-20, then declines 1% per year there after.
- Retirement Rate Incr. - Cert .16%, Class. .07%
- Health Insurance Allocation Incr. \$23.97/mo.
- K-3 Class Size Funding Compliance has been delayed to 2019-20.
- Basic Education Allocation (BEA) & Career & Technical Education (CTE) Material, Supplies & Operating Cost (MSOC) increased by 1.9% IPD
- 2019 Levy lowered to \$1.50/\$1,000 AV. Levy plus Local Effort Assistance (LEA) will equal state set "LEA per student" of \$1,500.
- LAP overall increased \$969k. Poverty Rate increased from 55.23% in 17-18 to 58.40% in 18-19.
- Title I Funding decreased (\$3,070) or 0.21%, Title II increased \$6,069 or 2.6%
- Title I Migrant increased \$135,325 or 18.1%
- Individuals with Disability Educational Act (IDEA) Federal SpEd increased approx. \$27,301 or 1.84%

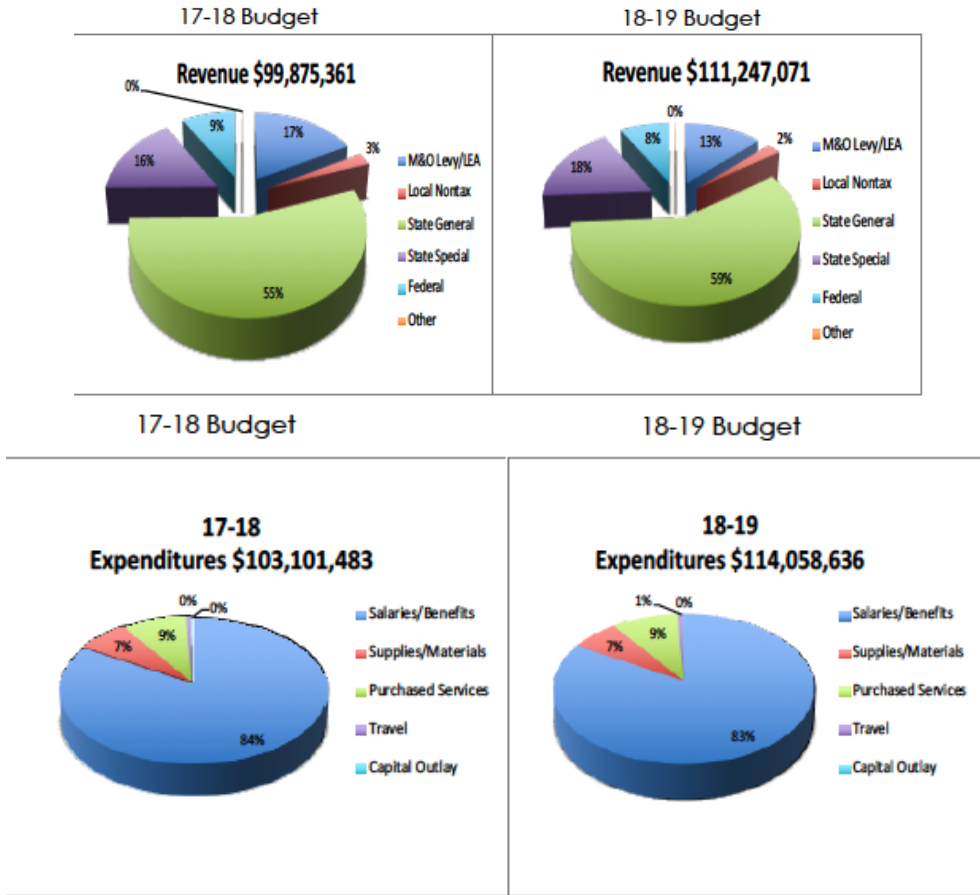
## 2018-19 FY Preliminary General Fund Budget

	2017-18	2018-19	2019-20	2020-21	2021-22
<b>Revenues</b>					
Levy	\$12,356,742	\$9,337,149	\$7,030,081	\$7,767,414	\$7,725,063
Local Nontax	\$2,455,012	\$2,654,747	\$2,645,810	\$2,643,386	\$2,645,113
State, General Purpose	\$59,953,230	\$70,361,810	\$71,211,001	\$71,442,598	\$70,290,141
State Special Purpose	\$16,126,612	\$19,469,905	\$19,630,225	\$19,821,659	\$19,671,495
Federal	\$8,880,265	\$9,321,460	\$9,462,390	\$9,602,855	\$9,746,129
Other Districts & Entities	\$103,500	\$102,000	\$102,000	\$102,000	\$102,000
<b>Revenue Total</b>	<b>\$99,875,361</b>	<b>\$111,247,071</b>	<b>\$110,081,507</b>	<b>\$111,379,912</b>	<b>\$110,179,941</b>
<b>Expenditures</b>					
Regular Instruction	\$56,474,414	\$62,750,109	\$63,022,724	\$63,631,494	\$63,761,463
Special Ed	\$10,188,337	\$11,286,025	\$11,458,542	\$11,594,781	\$11,733,622
CTE	\$3,546,550	\$4,126,847	\$4,210,505	\$4,282,220	\$4,355,318
Skill Center	\$1,718,297	\$1,837,563	\$1,855,265	\$1,884,615	\$1,914,532
Comp Ed	\$10,902,338	\$12,667,294	\$12,940,308	\$13,100,046	\$13,165,146
Other Instruction	\$1,318,877	\$1,623,399	\$1,655,944	\$1,680,493	\$1,705,520
Community Services	\$743,190	\$774,555	\$772,373	\$774,545	\$776,759
District Support, Trans, Food Srv	\$18,209,480	\$18,992,844	\$18,707,978	\$18,857,585	\$18,809,973
	\$103,101,483	\$114,058,636	\$114,623,639	\$115,805,779	\$116,222,333
Transfers to Transp Vehicle Fund	\$0	\$250,000	\$250,000	\$250,000	\$250,000
<b>Excess Revenues (Expend. &amp; Trnsfrs)</b>	<b>(\$3,226,122)</b>	<b>(\$3,061,565)</b>	<b>(\$4,792,132)</b>	<b>(\$4,675,867)</b>	<b>(\$6,292,392)</b>
Budgeted Beginning Fund Balance	\$11,000,000	\$10,000,000	\$6,938,435	\$2,146,303	(\$2,529,564)
<b>Budgeted Ending Fund Balance</b>	<b>\$7,773,878</b>	<b>\$6,938,435</b>	<b>\$2,146,303</b>	<b>(\$2,529,564)</b>	<b>(\$8,821,956)</b>

## Staffing Changes by Year

	17-18	18-19	19-20	20-21	21-22
<b>Certificated</b>	570.560	575.812	568.000	564.000	556.000
<b>Classified</b>	350.019	362.886	361.000	361.000	359.500

## 2018-19 FY General Fund Budget



## 2018-19 FY General Fund Ending Fund Balance

821	Restricted for Carryover of Restricted Revenue	\$400,000	Learning Assistance Program (LAP), Career & Technical Education (CTE), Building Budget Carryovers
840	Inventory-Nonspendable	35,000	Food Inventory
890	Unassigned	803,435	
891	Unassigned Minimum Fund Balance Policy	5,700,000	Minimum 5% of Prior Year Expenditures. Policy 6022
Total Ending Fund Balance		\$6,938,435	6.08% of Expenditures

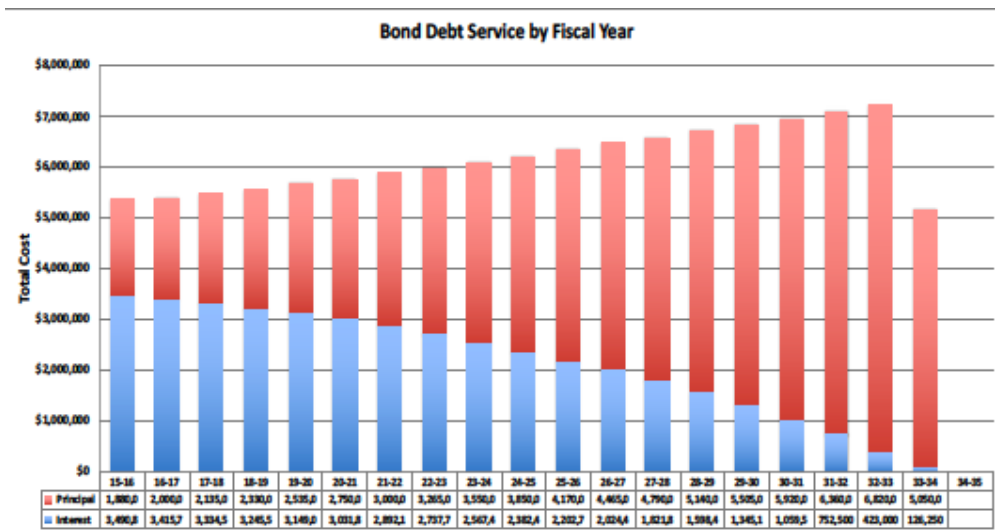
## 2018-19 FY ASB Fund Budget

	2017-18	2018-19	2019-20	2020-21	2021-22
<b>Revenues</b>					
General	\$174,170	\$173,425	\$173,425	\$173,425	\$173,425
Athletics	\$289,857	\$310,088	\$310,088	\$310,088	\$310,088
Classes	\$12,000	\$13,200	\$13,200	\$13,200	\$13,200
Clubs	\$515,861	\$744,366	\$744,366	\$744,366	\$744,366
Private Mones	\$53,100	\$52,750	\$52,750	\$52,750	\$52,750
	<b>\$1,044,988</b>	<b>\$1,293,829</b>	<b>\$1,293,829</b>	<b>\$1,293,829</b>	<b>\$1,293,829</b>
<b>Expenditures</b>					
General	\$149,989	\$159,385	\$159,385	\$159,385	\$159,385
Athletics	\$278,831	\$322,408	\$322,408	\$322,408	\$322,408
Classes	\$7,500	\$11,700	\$11,700	\$11,700	\$11,700
Clubs	\$638,367	\$834,729	\$834,729	\$834,729	\$834,729
Private Mones	\$51,050	\$62,200	\$62,200	\$62,200	\$62,200
	<b>\$1,125,737</b>	<b>\$1,390,422</b>	<b>\$1,390,422</b>	<b>\$1,390,422</b>	<b>\$1,390,422</b>
Beginning Fund Balanc	\$600,000	\$650,000	\$553,407	\$456,814	\$360,221
Ending Fund Balance	\$519,251	\$553,407	\$456,814	\$360,221	\$263,628

## 2018-19 FY Debt Service Fund Budget



	2017-18	2018-19	2019-20	2020-21	2021-22
<b>Revenues</b>					
Local Taxes	\$5,402,000	\$5,575,680	\$5,682,700	\$5,782,700	\$5,892,700
Local Nontax	\$10,000	\$28,000	\$10,000	\$10,000	\$10,000
	<u>\$5,412,000</u>	<u>\$5,603,680</u>	<u>\$5,692,700</u>	<u>\$5,792,700</u>	<u>\$5,902,700</u>
<b>Expenditures</b>					
Principal on Bonds	\$2,135,000	\$2,330,000	\$2,535,000	\$2,750,000	\$3,000,000
Interest on Bonds	\$3,334,563	\$3,245,538	\$3,149,063	\$3,031,863	\$2,892,113
Bond Transfer Fees	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	<u>\$5,519,563</u>	<u>\$5,625,538</u>	<u>\$5,734,063</u>	<u>\$5,831,863</u>	<u>\$5,942,113</u>
Beginning Fund Balance	\$2,450,000	\$2,402,360	\$2,380,502	\$2,339,139	\$2,299,976
Ending Fund Balance	\$2,342,437	\$2,380,502	\$2,339,139	\$2,299,976	\$2,260,563



### 2018-19 FY Capital Projects Fund Budget

	2017-18	2018-19	2019-20	2020-21	2021-22
<b>Revenues</b>					
Local Nontax	\$387,501	\$407,501	\$157,500	\$327,500	\$427,500
State, Special Purpose	\$5,228,147	\$1,050,001	\$0	\$0	\$10,000,000
Revenues from Other Entities	\$45,000	\$0	\$0	\$0	\$0
Other Financing Sources	\$0	\$0	\$20,400,000	\$20,400,000	\$80,500,000
	<u>\$5,660,648</u>	<u>\$1,457,502</u>	<u>\$20,557,500</u>	<u>\$20,727,500</u>	<u>\$90,927,500</u>
<b>Expenditures</b>					
Sites	\$875,000	\$812,000	\$500,000	\$500,000	\$500,000
Buildings	\$3,440,000	\$2,265,000	\$5,000,000	\$15,000,000	\$90,000,000
Equipment	\$3,213,147	\$1,610,000	\$500,000	\$4,500,000	\$1,500,000
Energy	\$75,000	\$0	\$0	\$0	\$0
Bond Issuance Expenditures	\$0	\$0	\$50,000	\$50,000	\$50,000
	<u>\$7,603,147</u>	<u>\$4,687,000</u>	<u>\$6,050,000</u>	<u>\$20,050,000</u>	<u>\$92,050,000</u>
Excess Revenues (Expenditures)	<b>(\$1,942,499)</b>	<b>(\$3,229,498)</b>	\$14,507,500	\$677,500	<b>(\$1,122,500)</b>
Beginning Fund Balance	\$4,000,000	\$4,500,000	\$1,270,502	\$15,778,002	\$16,455,502
Ending Fund Balance	\$2,057,501	\$1,270,502	\$15,778,002	\$16,455,502	\$15,333,002

### 2018-19 FY Capital Projects Fund Budget

	<b>Project Descriptions 2018-19</b>			
		(10)	(20)	(30)
	Totals	Sites	Buildings	Equipment
Capital Improvement Plan (CIP) Mgmt/ Phase2/ Long Range Planning	\$300,000	\$0	\$300,000	\$0
Columbia Elementary	\$100,000	\$100,000	\$0	\$0
Healthy Schools Grant	\$50,000	\$25,000	\$0	\$25,000
Lewis & Clark Elementary	\$50,000	\$50,000	\$0	\$0
Lincoln Elementary	\$100,000	\$25,000	\$75,000	\$0
Property	\$537,000	\$537,000	\$0	\$0
Rec Park	\$100,000	\$50,000	\$0	\$50,000
State Match Projects	\$3,000,000	\$0	\$1,500,000	\$1,500,000
Washington Elementary	\$100,000	\$25,000	\$75,000	\$0
Westside High School	\$250,000	\$0	\$240,000	\$10,000
Wenatchee Valley Technical Skills Center (WVTSC) Major Works	\$100,000	\$0	\$75,000	\$25,000
<b>Total CPF</b>	<b>\$4,687,000</b>	<b>\$812,000</b>	<b>\$2,265,000</b>	<b>\$1,610,000</b>

## 2018-19 FY Transportation Vehicle Fund Budget

	2017-18	2018-19	2019-20	2020-21	2021-22
<b>Revenues</b>					
Investment Earnings	\$1,000	\$4,000	\$2,000	\$1,000	\$1,000
Other State Agencies	\$0	\$70,000	\$0	\$0	\$0
Transp. Reimbursement Depr.	\$166,000	\$200,000	\$191,000	\$195,000	\$232,000
	\$167,000	\$274,000	\$193,000	\$196,000	\$233,000
Transfer In from General Fund		\$250,000	\$250,000	\$250,000	\$250,000
<b>Expenditures</b>					
Purchase of Buses	\$447,000	\$775,218	\$400,000	\$435,000	\$390,000
Excess Revenues (Expenditures)	(\$280,000)	(\$251,218)	\$43,000	\$11,000	\$93,000
Beginning Fund Balance	\$280,000	\$251,218	\$0	\$43,000	\$54,000
Ending Fund Balance	\$0	\$0	\$43,000	\$54,000	\$147,000

## 2018-19 FY Transportation Vehicle Fund Budget

	Estmt		Budget					
	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25
Miscellaneous Revenues	\$ 4,000	\$ 4,000	\$ 2,000	\$ 1,000	\$ 1,000	\$ 2,940	\$ 4,888	\$ 5,035
Depreciation (OSPI Model)	192,784	270,000	191,000	195,000	232,000	241,000	240,000	241,000
<b>Total Resources w/o G.F.</b>	196,784	274,000	193,000	196,000	233,000	243,940	244,888	246,035
Transfers In from G.F.	100,000	250,000	250,000	250,000	250,000	105,000	185,000	220,000
<b>Total Resources w/ G.F.</b>	296,784	524,000	443,000	446,000	483,000	348,940	429,888	466,035
<b>Repower Buses</b>	49,921	0	0	0	0	0	0	0
<b>Purchase Buses</b>	275,996	775,218	400,000	435,000	390,000	333,000	425,000	458,000
<b>Total Use of Resources</b>	325,917	775,218	400,000	435,000	390,000	333,000	425,000	458,000
<b>Beginning Fund Balance</b>	277,320	251,218	-	43,000	54,000	147,000	162,940	167,828
<b>Ending Fund Balance</b>	\$248,187	\$ -	\$ 43,000	\$ 54,000	\$ 147,000	\$ 162,940	\$ 167,828	\$ 175,863
<b># of Buses Purchased</b>	2	1	1	2	1	1	1	2
	D84D	C77D	D84D	D84D	C77D	C77D	C77D	D84D
	1	1/1	1	1	1	2	2	1
<b>Projections based on</b>		C60DL	C77D/C60DL	C77D	C60DL	A34GL	C60DL	C77D

2% increase in cost of buses per year is a reasonable estimate.  
 Depreciation model remains unchanged.  
 Replace 3 buses per year in a typical year.

Mr. Mayfield presented Resolution #07-18 for First Reading of the 2018-2019 Budget

### MEMORANDUM

**To:** Wenatchee Board of Directors and  
Brian Flores, Superintendent

**From:** Larry Mayfield, Executive Director Business & Finance

**Date:** August 14, 2018

**Re:** 2018-19 BUDGET

Attached is Resolution 07-18 fixing the appropriations for the 2018-19 school year. Also attached is an update of Les Vandervort's 6/8/18 report and abbreviated F-195 and new F195F 4 year enrollment projection and budget report.

The 2018-19 WSD Budget incorporates the vital elements of the Continuous Improvement Planning Process, the Baldrige Criteria for Performance Excellence, and the ISO 9001 Quality Management System.

The average student FTE for 2011-12 was 7,671.  
 The average student FTE for 2012-13 was 7,783.  
 The average student FTE for 2013-14 was 7,761.  
 The average student FTE for 2014-15 was 7,823.  
 The average student FTE for 2015-16 was 7,920.  
 The average student FTE for 2016-17 was 7,753  
 The average student FTE for 2017-18 was 7,738  
 The average student FTE for 2018-19 is estimated at 7,672

	Revenue	(Appropriations) Expenditure	Excess of Revenue Over/(Under) Expenditures
General Fund	\$111,247,071	\$114,058,636	(\$2,811,565)
ASB Fund	1,293,829	1,390,422	(96,593)
Debt Service Fund	5,603,680	5,625,538	(21,858)
Capital Projects	1,457,502	4,687,000	(3,229,498)
Transportation	524,000	775,218	(251,218)

The General Fund Budgeted Total Ending Fund Balance is \$6,938,435 (6.08%).

Responsible stewardship of human and financial resources is our hallmark. All resource managers are accountable for the effective and efficient management of district funds.

Transfers from the General Fund of up to \$250,000 to the Transportation Vehicle Fund for purchase of buses.

The General Fund M&O Levy decreases from \$12,527,890 (\$2.96 per \$1,000 AV) in 2018 to \$6,456,547 (estimated at \$1.50 per \$1,000 AV) in 2019.

The Debt Service Levy is \$5,400,000 (\$1.30 per \$1,000 AV) in 2018 and \$5,734,000 (estimated at \$1.29 per \$1,000 AV) for 2019.

I recommend approval of the 2018-19 Budget.

After addressing many questions from the board they thanked Mr. Mayfield and Ms. Walters for the excellent presentation.



**Transportation Bid Approvals:** Jim Beeson, Athletic Director outlined the history building up to awarding the bid to A&A Motor Coach, Transportation Demand Management, LLC. The bid documents asked for bids per job (trip), which gave a lower average (cost) which resulted in awarding this to A&A Motor Coach. There were only two bids received.



**Contract Request Form**

Non-Federal

Please submit this form with your unsigned contract to Denise Watson 2 weeks before the School Board meeting. Upon review and approval, the contract 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, Larry Mayfield, or the School Board.

Is this contract New (we do not have a current contract with them), a Renewal (same contract - extending length time) or a Revision (something added, removed or changed from the original).	New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Revision <input type="checkbox"/>
--	--

Cost of Contract - If there is no cost put N/A in the box, Revenue - if this is a grant or we are receiving funds, Budget code for contracts with a cost or put in N/A if it is revenue or no cost.

Cost of Contract: \$115,000.00 Or Revenue: \_\_\_\_\_ Budget code: \_\_\_\_\_

Contract is scheduled to begin:	Date of Execution <input type="checkbox"/> or Specific Date: <u>8/15/18</u>	Contract is scheduled to end:	Active until terminated <input type="checkbox"/> or Specific Date: <u>6/30/19</u>
---------------------------------	--	-------------------------------	--

Contract Details:  
Brief Description/Purpose  
(If this is a revision what changed:)

Student Charter Bus Transportation Services
---

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

Agency Name Transportation Demand Management, LLC  
 Attention: Tom Casazza, General Manager  
 Street address or PO Box 9801 Martin Luther King Way So.  
 City, State, Zip Code Seattle, WA 98118  
 Email Address tom@discoverstarline.com  
 Phone Number 206-763-5819

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

Contract Requested By: <u>Jim Beeson</u> Print/Type Name	Signature:
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Bid documents included in transportation bid packet.

- NOTICE TO BIDDERS.....
- INSTRUCTIONS TO BIDDERS .....
- SPECIFICATIONS .....
- BID FORM .....
- PRICE FORM.....
- AMENITIES .....
- EQUIPMENT LIST .....
- DRIVER LIST .....
- CERTIFICATION OF CRIMINAL RECORDS CHECK.....
- CONTRACT .....
- CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES .....
- ADDENDA FORM .....
- PERFORMANCE REFERENCES .....

**MOTION MADE:** Walter Newman made the motion to approve the A&A Motor Coach, Transportation Demand Management, LLC bid as presented.

**SECONDED:** Sunny Hemphill

**DISCUSSION:** A board member thanked Mr. Beeson for the comprehensive packet he provided for the board to review.

**PASSED UNANIMOUSLY**

Jim Beeson, Athletic Director, gave a brief update on air quality in reference to the opening of sports season and the heavy smoke from fires. He shared that we will be using the same air quality evaluation so it is consistent across the district. Everyone will continue to be inside for all events/practices. He assured the board that we have a good plan that is shared with parents and other districts, before they come to play in our district. We will post conditions daily on our website. Town Toyota Center will be allowing our Cross Country team to practice in their facility. The board thanked Mr. Beeson for the update and for keeping them in the loop.

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

Gregg Herkenrath, Director of Facilities, presented the following resolutions as information items in order fothe board to have time to review the large packet. The resolutions will go on the consent agenda at the next board meeting if there are no further questions.

**RESOLUTION OF FINAL ACCEPTANCE OF CONSTRUCTION COMPLETION**

WENATCHEE SCHOOL DISTRICT NO. 246

**RESOLUTION 08-18**

**A Resolution of the Board of Directors certifying the Washington Elementary School New In Lieu of Modernization Project as complete.**

WHEREAS, the Wenatchee School District Board of Directors has received notification from TCF Architecture, that the Washington Elementary School New In Lieu of Modernization Project is complete in accordance with contract specifications and documents; and

WHEREAS, the Superintendent and Board have walked through the project and concur;

THEREFORE, BE IT RESOLVED by the Wenatchee School District Board of Directors, that the work of the contractor, WLK Joint Venture is now complete.

Dated this 14<sup>th</sup> day of August, 2018, at a regular meeting of the Board of Directors, Wenatchee School District No. 246.

**RESOLUTION OF ACCEPTANCE OF BUILDING COMMISSIONING REPORT**

WENATCHEE SCHOOL DISTRICT NO. 246

**RESOLUTION 09-18**

**A Resolution of the Board of Directors accepting the Building Commissioning Report for the Washington Elementary School Replacement Project.**

WHEREAS, the Wenatchee School District Board of Directors has received the final Building Commissioning Report from MENG Analysis regarding the Washington Elementary School Replacement Project; and

WHEREAS, the Superintendent and Board have reviewed this report in its entirety and have noted the recommendations by the district's construction manager;

THEREFORE, BE IT RESOLVED by the Wenatchee School District Board of Directors, that the Building Commissioning Report for the Washington Elementary School Replacement Project is hereby approved.

Dated this 14<sup>th</sup> day of August, 2018, at a regular meeting of the Board of Directors, Wenatchee School District No. 246.

**RESOLUTION OF FINAL ACCEPTANCE OF CONSTRUCTION COMPLETION**

WENATCHEE SCHOOL DISTRICT NO. 246

**RESOLUTION 10-18**

**A Resolution of the Board of Directors certifying the Castle Rock Special Education Learning Center Modernization Project as complete.**

WHEREAS, the Wenatchee School District Board of Directors has received notification from TCF Architecture, that the Castle Rock Special Education Learning Center Modernization Project is complete in accordance with contract specifications and documents; and

WHEREAS, the Superintendent and Board have walked through the project and concur;

THEREFORE, BE IT RESOLVED by the Wenatchee School District Board of Directors, that the work of the contractor, WLK Joint Venture is now complete.

Dated this 14<sup>th</sup> day of August, 2018, at a regular meeting of the Board of Directors, Wenatchee School District No. 246.

**RESOLUTION OF ACCEPTANCE OF BUILDING COMMISSIONING REPORT**

WENATCHEE SCHOOL DISTRICT NO. 246

**RESOLUTION 11-18**

**A Resolution of the Board of Directors accepting the Building Commissioning Report for the Castle Rock Special Education Learning Center Modernization Project.**

WHEREAS, the Wenatchee School District Board of Directors has received the final Building Commissioning Report from MENG Analysis regarding the Castle Rock Special Education Learning Center Modernization Project; and

WHEREAS, the Superintendent and Board have reviewed this report in its entirety and have noted the recommendations by the district's construction manager;

THEREFORE, BE IT RESOLVED by the Wenatchee School District Board of Directors, that the Building Commissioning Report for the Castle Rock Special Education Learning Center Modernization Project is hereby approved.

After discussion and questions answered the board decided that the second paragraph of Resolutions #'s 08-18 and #10-18 language needed to be changed to read:

BD. Minutes 8/14/18

(Minutes are summaries with Action Items for complete meeting details visit board meeting videos at:

<https://www.wenatcheeschools.org/board/archived-school-board-meetings>

- *“WHEREAS, the Superintendent and Board have reviewed the project and concur;”*
- and the date changed to August 28<sup>th</sup>, 2018, to reflect the approval at the next board meeting.

The resolutions will go on the consent agenda at the August 28<sup>th</sup> board meeting. The board thanked Mr. Herkenrath for all the work he is doing.

**Board Communication**

- President Sandberg shared a letter from teachers describing their great trip to Oaxaca, Mexico for a teaching and cultural exchange in the village of Etna at Internado de Educacion Primaria Num. 13 Gral. De Div. Ignacio Mejia this summer. They thanked the board for their support and giving them this wonderful opportunity for professional development. Those teachers who participated: Adelita Solis, Matilde Vivanco, Carmen Yanez, Cindelia De la Mora, Nancy Ortiz, Stephanie Stubbe and Robie Schott.

**Superintendent’s Report**

Superintendent Fiones invited the board to Opening Day on August 20<sup>th</sup> at WHS at 7:45 am for the Staff Benefits Fair and general 2018-19 Opening meeting at 9 a.m.

**Meeting Adjourned**

President Sandberg adjourned the meeting at 8:05 p.m.

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**WENATCHEE SCHOOL DISTRICT**

**August 28, 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>						
Conger, Carver	Utility Custodian	-	8.00	L&C	7/30/2018	-
Cutter, Christian	Lifeguard	-	-	WHS	8/20/2018	7/30/2019
Davis, Rachel	Sped Para Ed	-	6.00	PIO	8/29/2018	-
Eifert, Alice	Lifeguard	-	-	WHS	8/20/2018	7/30/2019
Franklin, Loryn	Para Ed	-	8.00	WHS	08/29/2018	06/14/2019
Jimenez-Lara, Jessica	Para Ed/ LAP	-	6.00	L&C	8/29/2018	-
Kelly, Dan	Utility Custodian	-	8.00	COL	8/14/2018	-
Pringle, Kaleb	Lifeguard	-	-	WHS	8/20/2018	7/30/2019
Stephens, Zachary	Utility Custodian	-	8.00	WHS	8/21/2018	-
Vidano, Craig	Para Ed	-	6.00	MV	8/29/2018	-
Villanueva, Jessica	Attendance Secretary	-	8.00	WHS	8/29/2018	-
<b>Certificated:</b>						
Fisher, Genna	Math Teacher	1.00	-	OMS	8/29/2018	-
Garcia-Garza, Ernesto	Elementary Counselor	1.00	-	NBY	8/29/2018	6/14/2019
Iniguez, Patricia	7th Grade Math	1.00	-	PIO	8/29/2018	-
Konshuk, Madonna	Sped Teacher	1.00	-	WA	8/29/2018	6/14/2019
Lasater, Brittany	Sped Teacher	1.00	-	WHS	8/29/2018	6/14/2019
Mackenzie, Karen	Sped Teacher	1.00	-	WA	8/29/2018	6/14/2019

Martin, Susan	Physical Education Teacher	0.45	-	WA	8/29/2018	6/14/2019
Novak, Shannon	Occupational Therapist	0.40	-	Sped	8/29/2018	-
Vander Schalie, Holly	2nd Grade Teacher	1.00	-	MV	8/29/2018	6/14/2019
<b>LEAVE OF ABSENCE</b>						
Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
<b>Classified:</b>						
Berger, Theresa	Catering Coordinator	-	8.00	WHS	8/29/2018	01/31/2019
Franklin, Loryn	Para Ed	-	4.30	WA	8/29/2018	6/14/2019
Hill, Troy	Utility Custodian	-	8.00	FMS	9/4/2018	9/14/2018
Lenington, Michael - Extended	Utility Custodian	-	8.00	PIO	7/16/2018	7/27/2018
Lewis, Lora	Para Ed	-	6.50	FMS	8/29/2018	6/14/2019
MacKenzie, Karen	Para Ed/Sped Para Ed	-	7.00	WA	8/29/2018	6/14/2019
Meloy, Stephanie - Intermittent	Utility Custodian	-	8.00	WHS	8/29/2018	6/14/2019
<b>RETURN FROM LEAVE OF ABSENCE</b>						
Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
<b>Classified:</b>						
Suan, Michelle	Nutrition Service Associate II	-	4.50	WHS	8/29/2018	-
Lenington, Michael - Partial Return	Utility Custodian	-	4.00	PIO	7/30/2018	08/03/2018
Lenington, Michael - Partial Return	Utility Custodian	-	6.00	PIO	8/6/2018	08/10/2018
<b>RESIGNATIONS</b>						
Employee Name	Job	FTE	Hours/day	Building	Effective Start Date	Effective End Date
<b>Classified:</b>						
Barfuss, Aimee	Sped Para Ed	-	6.00	NBY	7/24/2018	-
Dagg, Ruth	Para Ed - Piano Accompanist	-	1.60	OMS	8/1/2018	-
Diaz, Jessica	Para Ed	-	6.00	MV	8/15/2018	-
Groff-Sanders, Mary	Para Ed - Piano Accompanist	-	1.50	FMS	6/15/2018	-



Kerstetter, Rachael	Sped Para Ed	-	6.00	WHS	8/29/2018	-
Nelson, Macy	Para Ed	-	2.35	NBY	8/7/2018	-
Sandoval, Beverly	Bus Driver	-	7.00	Transportation	8/7/2018	-
Santiago De Rivera, Xochitl	Para Ed	-	7.00	NBY	7/26/2018	-
Valencia, Laura	Para Ed	-	7.00	OMS	8/6/2018	-
Zepeda, Maria	Sped Para Ed	-	6.00	SPED	8/28/2018	-
<b>Certificated:</b>						
Garcia, Dora	1st Grade Teacher	0.50	-	WA	8/29/2018	-

**RETIREMENT**

<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>
Larsen, Rebecca	1st Grade Teacher	1.00	-	WA	8/31/2018	-

**2018-2019 SUPPLEMENTAL CONTRACTS**

<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>
Hurst, Kyle	Specialist Team Leader	-	-	FMS	-	-
Suarez-Gomez, Maria	Classified LIT Rep	0.49	-	L&C	-	-
Mueller, Michael	5th Grade Math is Cool Advisor	-	-	WA	-	-
Reiber, Erin	Kindergarten LIT Team Leader	-	-	WA	-	-
Wilkens, Renee	1st Grade LIT Team Leader	-	-	WA	-	-
Elwyn, James	Head Girls Swim	1.00	-	WHS	-	-
Hurt, Zachary	Summer Band Camp - Percussion	1.00	-	WHS	-	-
Schmidt, Andrew	Summer Band Camp - Percussion	1.00	-	WHS	-	-
Simon, John	2018 Summer Football Camp	1.00	-	WHS	-	-
Springer, John	Head Girls Soccer	1.00	-	WHS	-	-
Valdez, Aleah	Assistant Cross Country	1.00	-	WHS	-	-
Valdez, Susan	Head Cross Country	1.00	-	WHS	-	-
					-	-

# Wenatchee School District NO. 246

## PAYROLL

### AUGUST 2018

We, the undersigned Board of Directors of the Wenatchee School District No. 246, Chelan County, Washington, do hereby certify that the persons named in the attached payroll are employed by said school district and entitled to the sums specified in the final payroll register. The payroll is approved for payment in the amount of \$ 7,289,820.34 for the month of August 2018.

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Approval of vouchers and warrants

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

General Fund

Check numbers 600700 through 600880 totaling \$511,126.39

Capital Projects Fund

Check numbers 600881 through 600881 totaling \$7,060.82

Associated Student Body Fund

Check numbers 600882 through 600907 totaling \$40,057.84

Transportation Vehicle Fund

Check number

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

Certification:

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

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Signature of Auditing Officer

Date

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

As of August 28, 2018, the board, by a \_\_\_\_\_ vote, approves payments, totaling \$558,245.05. The payments are further identified in this document.

Total by Payment Type for Cash Account, AP WARRANTS:  
Warrant Numbers 600700 through 600907, totaling \$558,245.05

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

Check Nbr	Vendor Name	Check Date	Check Amount
600700	A & A MOTORCOACH	08/29/2018	1,536.38
600701	AGUILAR, RAFAEL	08/29/2018	1,300.00
600702	ALL DOORS & HARDWARE CO	08/29/2018	2,639.54
600703	ALLEN, KAREN A	08/29/2018	163.50
600704	AMAZON CAPITAL SERVICES	08/29/2018	12,613.40
600705	AMER BUILDING AND ROOFING INC	08/29/2018	54.10
600706	ANDREWJESKI, JACQUELINE MARYAN	08/29/2018	368.60
600707	AP EXAMS	08/29/2018	490.00
600708	APPLE COMPUTER INC	08/29/2018	22,494.29
600709	ARAMARK UNIFORM & CAREER APPAR	08/29/2018	64.01
600710	ARNESON, IMELDA	08/29/2018	1,000.00
600711	AVID CENTER	08/29/2018	795.00
600712	AW REHN & ASSOC INC	08/29/2018	690.00
600713	BAILEY, JENELLE	08/29/2018	370.00
600714	BATTERY SYSTEMS	08/29/2018	41.80
600715	BIO-RAD LABORTORIES	08/29/2018	279.67
600716	BLACK, MARIA LUISA	08/29/2018	998.00
600717	BLAIR, DALE F	08/29/2018	2,033.51
600718	BLICK ART MATERIALS	08/29/2018	1,383.65
600719	BOUND TO STAY BOUND	08/29/2018	281.58
600720	BOWEN, PAMELA R	08/29/2018	59.96
600721	BROCKIE, BRYAN JENNINGS	08/29/2018	394.90
600722	BRYSON SALES & SERVICE	08/29/2018	256.97
600723	BSN SPORTS	08/29/2018	2,777.18
600724	BURROWS TRACTOR INC	08/29/2018	826.96
600725	CARD ROLEY, LAURIE A	08/29/2018	90.00
600726	CASCADE QUALITY WATER CENTER	08/29/2018	108.37
600727	CASCADE CHRISTIAN ACADEMY	08/29/2018	277.28
600728	CHILDREN'S HOME SOCIETY OF WA	08/29/2018	5,400.00
600729	CITY OF WENATCHEE	08/29/2018	16,599.51
600730	CLINE, GRETCHEN H	08/29/2018	216.97
600731	COLEMAN OIL	08/29/2018	2,067.49
600732	COLUMBIA STAINLESS METAL-FAB I	08/29/2018	2,521.49

Check Nbr	Vendor Name	Check Date	Check Amount
600733	COMMERCIAL PRINTING INC	08/29/2018	5,366.64
600734	COMPUTER TECHNOLOGY LINK	08/29/2018	7,052.48
600735	CONSOLIDATED ELECTRICAL DISTRI	08/29/2018	4,659.00
600736	CONSTANT CONTACT	08/29/2018	880.64
600737	CROWN PAPER & JANITORIAL SUPPL	08/29/2018	524.09
600738	CTS CASH OFFICE	08/29/2018	7,437.21
600739	CUEVAS, KIMBERLY J	08/29/2018	90.00
600740	DAVIS, ARNEIL LAW FIRM LLP	08/29/2018	21,426.76
600741	DAY WIRELESS SYSTEMS	08/29/2018	878.04
600742	DELAMORA, CINDELIA JULISA	08/29/2018	967.08
600743	DEPT OF LABOR & INDUSTRIES	08/29/2018	868.40
600744	DETAMORE, ELIZABETH MIKAL	08/29/2018	60.00
600745	DILLEY, AMY M	08/29/2018	1,000.00
600746	DISCOUNT TIRE	08/29/2018	2,572.40
600747	DOUBLE TREE BY ALBUQUERQUE	08/29/2018	449.80
600748	DUNN, HEIDI M	08/29/2018	370.60
600749	EADIE, KAREN R	08/29/2018	1,000.00
600750	EASTMONT SCHOOL DISTRICT	08/29/2018	11,157.63
600751	ENTRIKEN, WALTER RONALD	08/29/2018	54.70
600752	ERICKSON, DEANNE M	08/29/2018	268.93
600753	EVCO SOUND & ELECTRONICS	08/29/2018	272.35
600754	FASTENAL COMPANY	08/29/2018	231.23
600755	FERGUSON ENTERPRISES INC #3007	08/29/2018	49.43
600756	FLITE TEST	08/29/2018	2,461.64
600757	FOOD SERVICE OF AMERICA	08/29/2018	2,324.07
600758	FRANZ FAMILY BAKERIES	08/29/2018	22.40
600759	FRED MEYER CUSTOMER CHARGES	08/29/2018	270.43
600760	FULCRUM ENV. CONSULT, INC	08/29/2018	4,376.89
600761	GAYTLEY, ALICEN	08/29/2018	1,276.76
600762	GLADSJO, SUZANNE L	08/29/2018	443.03
600763	GRADUATION ALLIANCE INC	08/29/2018	4,888.40
600764	GRAY, VALERIE GAY	08/29/2018	246.04
600765	H D FOWLER	08/29/2018	1,441.35
600766	HALL, DEVERI LUCILLE	08/29/2018	13.01
600767	HELM, MARK A	08/29/2018	3,104.20
600768	HETTERLE, RACHEL H	08/29/2018	90.00
600769	HOLIDAY INN EXPRESS TACOMA DOW	08/29/2018	2,624.29
600770	HOME DEPOT	08/29/2018	564.53
600771	HOUGHTON MIFFLIN GREAT SOURCE	08/29/2018	2,399.32
600772	HOWARD, JENNIFER L	08/29/2018	12.00
600773	HURT, BROCK V	08/29/2018	370.23
600774	ICICLE BROADCASTING INC	08/29/2018	150.00
600775	INLAND PIPE AND SUPPLY	08/29/2018	522.56
600776	J/C KREBS COMPANY	08/29/2018	377.38
600777	JAEGER, JEFF	08/29/2018	250.23
600778	JARVIS, OLIVA	08/29/2018	1,000.00
600779	JERRYS AUTO SUPPLY	08/29/2018	751.35
600780	JIMMY JOHNS	08/29/2018	267.16
600781	JOHNSTONE SUPPLY INC	08/29/2018	66.40
600782	JUDD, THERA M	08/29/2018	218.04



Check Nbr	Vendor Name	Check Date	Check Amount
600783	KELLER SUPPLY COMPANY	08/29/2018	839.07
600784	KEYHOLE INC	08/29/2018	408.95
600785	KING COUNTY DIRECTORS ASSN	08/29/2018	2,145.86
600786	LARKIN, BARBARA LUCILE	08/29/2018	26.45
600787	LEAVITT, JEFFREY SCOTT	08/29/2018	326.76
600788	LIQUIDS POWDERS & MACHINES	08/29/2018	1,802.78
600789	LOCAL TEL COMMUNICATIONS	08/29/2018	29,196.39
600790	LOWES HOME IMPROVEMENT	08/29/2018	1,093.16
600791	LUTGEN, CHRISTOPHER E	08/29/2018	206.04
600792	MACON, KENDRA A	08/29/2018	245.46
600793	MADLAND, MARY	08/29/2018	208.33
600794	MADSEN, MARYA E	08/29/2018	72.00
600795	MARSH, BRANDON C	08/29/2018	1,514.77
600796	MCMANUS, MARGARET WEBSTER	08/29/2018	180.01
600797	MENDOZA, LILIANA	08/29/2018	24.00
600798	MICRO COMPUTER SYSTEMS	08/29/2018	8,483.42
600799	MOSAIC COOPERATIVE LLC	08/29/2018	3,000.00
600800	NAFZIGER & COMPANY	08/29/2018	2,019.49
600801	NAVARRO-ORTIZ, NANCY	08/29/2018	1,000.00
600802	NORCO INC	08/29/2018	2,533.02
600803	NORTH CENTRAL ESD	08/29/2018	135,785.56
600804	NW TEXTBOOK DEPOSITORY	08/29/2018	11,703.24
600805	NW VITAL RECORDS CTR INC	08/29/2018	280.00
600806	OFFICE DEPOT	08/29/2018	2,619.51
600807	ON THE MEND MUSICAL INSTR REPA	08/29/2018	2,572.15
600808	OUTBACK SPRAYING	08/29/2018	1,411.80
600809	OXARC	08/29/2018	340.25
600810	PACIFIC POWER BATTERIES	08/29/2018	604.11
600811	PAGE, BROOKE B	08/29/2018	1,000.00
600812	PANKOW, ANNE N	08/29/2018	72.00
600813	PC & MACEXCHANGE	08/29/2018	128.00
600814	PLATT ELECTRICAL SUPPLY	08/29/2018	793.76
600815	POINT DEFIANCE ZOO & AQUARIUM	08/29/2018	1,171.65
600816	POLTZ FIRE PROTECTION INC	08/29/2018	4,744.92
600817	PORT OF CHELAN	08/29/2018	30.00
600818	PORT OF CHELAN	08/29/2018	444.90
600819	PREMIER SCHOOL AGENDAS	08/29/2018	3,660.66
600820	PRUDENTIAL	08/29/2018	1,200.00
600821	PUD NO 1 OF CHELAN COUNTY	08/29/2018	38,249.11
600822	R DIGITAL DESIGN LLC	08/29/2018	1,000.00
600823	RAVENOUS CATERING LLC	08/29/2018	2,802.14
600824	REINFELD, HEATHER M	08/29/2018	20.25
600825	RICOH USA, INC.	08/29/2018	2,396.62
600826	RICOH USA, INC	08/29/2018	2,572.46
600827	ROCHESTER 100 INC	08/29/2018	268.75
600828	ROWES TRACTOR LLC	08/29/2018	822.29
600829	ROYSTER, JANELL MARIA	08/29/2018	222.97
600830	RWC INTERNATIONAL LTD	08/29/2018	31.36
600831	S & W IRRIGATION SUPPLY	08/29/2018	418.48
600832	SAFETY KLEEN CORP	08/29/2018	229.80

Check Nbr	Vendor Name	Check Date	Check Amount
600833	SAV-MART	08/29/2018	75.83
600834	SAVAGE, TAMARA S	08/29/2018	1,000.00
600835	SCHOOL ART MATERIALS	08/29/2018	1,353.65
600836	SCHOTT, ROBERT D	08/29/2018	1,000.00
600837	SEARLES, RACHEL A	08/29/2018	1,090.00
600838	SHERWIN WILLIAMS	08/29/2018	1,148.99
600839	SHIFFLER EQUIP SALES	08/29/2018	101.61
600840	SHIPOWICK-SMITH COUNSELING LLC	08/29/2018	208.33
600841	SHOPKO STORES OPERATING CO.	08/29/2018	154.96
600842	SHORT, CHERYL	08/29/2018	208.33
600843	SKILLSOURCE	08/29/2018	11,038.34
600844	SOLIS, ADELITA	08/29/2018	1,000.00
600845	SONGSMITH STRING INSTRUMENTS	08/29/2018	10,334.86
600846	STANS MERRY MART	08/29/2018	511.38
600847	STAR RENTALS INC	08/29/2018	547.10
600848	STEARNS, BEA	08/29/2018	102.00
600849	STREAN, BETSY L	08/29/2018	340.60
600850	STUBBE, STEPHANIE L	08/29/2018	1,000.00
600851	STUBER, SI JAMES	08/29/2018	78.00
600852	SUPPLYWORKS	08/29/2018	450.92
600853	TACOMA SCREW PRODUCTS INC	08/29/2018	59.42
600854	TANGEN, LORENDA	08/29/2018	234.97
600855	THRIFTY SUPPLY CO	08/29/2018	141.65
600856	TUCKER, JOANNE K	08/29/2018	21.67
600857	TURF STAR INC	08/29/2018	614.88
600858	UPS	08/29/2018	102.90
600859	VALERI, DESILEE C	08/29/2018	280.23
600860	VASQUEZ, DAVID	08/29/2018	376.23
600861	VERIZON WIRELESS	08/29/2018	334.55
600862	VIVANCO, MATILDE	08/29/2018	600.44
600863	WALSH, TRACY ANN	08/29/2018	105.25
600864	WASTE MANAGEMENT	08/29/2018	8,154.35
600865	WATTS, TERESA M	08/29/2018	530.00
600866	WAXIE SANITARY SUPPLY	08/29/2018	250.08
600867	WEAVER, KATHRYN L	08/29/2018	90.00
600868	WEAVER, RYAN C	08/29/2018	90.00
600869	WEINSTEIN BEVERAGE CO	08/29/2018	3,112.33
600870	WELLS AND WADE MECHANICAL	08/29/2018	35.71
600871	WEN PETROLEUM CO	08/29/2018	866.83
600872	WEN VALLEY HOSPITAL	08/29/2018	237.21
600873	WEN VALLEY SHUTTLE	08/29/2018	1,544.70
600874	WENATCHEE WORLD	08/29/2018	3,981.53
600875	WEST, MARIE M	08/29/2018	1,000.00
600876	WIGGINS, CAMERON WB	08/29/2018	90.00
600877	WILSON, EMILY R	08/29/2018	446.14
600878	WOMENS RESOURCE CNTR OF NCW	08/29/2018	2,149.49
600879	WVC	08/29/2018	645.00
600880	YANEZ, CARMEN L	08/29/2018	1,000.00
600881	LIFE FITNESS	08/29/2018	7,060.82
600882	A WISH COME TRUE LP	08/29/2018	73.96

Check Nbr	Vendor Name	Check Date	Check Amount
600883	ATHLETIC EQUIPMENT SERVICE LLC	08/29/2018	906.22
600884	BLAIR, DALE F	08/29/2018	151.66
600885	BSN SPORTS	08/29/2018	9,393.03
600886	CLASSIC ONE EAST CLEANERS	08/29/2018	826.65
600887	DILLON MILLER DESIGNS	08/29/2018	2,000.00
600888	EMBRY RIDDLE AERONAUTICAL UNIV	08/29/2018	1,000.00
600889	ICICLE RIVER COMPANY	08/29/2018	375.00
600890	JOURNEY TRAVEL & TOURS	08/29/2018	4,900.00
600891	JW PEPPER & SON INC	08/29/2018	254.78
600892	LEVON, REBECCA	08/29/2018	100.00
600893	LITTLE CAESARS PIZZA	08/29/2018	20.98
600894	MCCOURT, HEATHER G	08/29/2018	12.00
600895	MOORE, BILL	08/29/2018	100.00
600896	NORTHWEST UNIVERSITY	08/29/2018	1,000.00
600897	OMS IMPREST FUND	08/29/2018	168.00
600898	SHOWBIZ NORTHWEST	08/29/2018	150.00
600899	SPOKANE FALLS COMMUNITY COLLEG	08/29/2018	500.00
600900	SPRINGER, JOHN	08/29/2018	39.95
600901	SPRINGER, MEGAN T	08/29/2018	30.27
600902	UNIVERSITY OF NEW MEXICO	08/29/2018	500.00
600903	WHS	08/29/2018	500.00
600904	WHS ASB IMPREST	08/29/2018	580.00
600905	WSD	08/29/2018	1,715.34
600906	WSD 246	08/29/2018	14,460.00
600907	WSU	08/29/2018	300.00

208 Computer Check(s) For a Total of 558,245.05

	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
	208	Computer	Checks For a Total of	558,245.05
Total For	208	Manual, Wire Tran, ACH & Computer	Checks	558,245.05
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	558,245.05

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
10	General Fund	-271.81	0.00	511,398.20	511,126.39
20	Capital Projects	0.00	0.00	7,060.82	7,060.82
40	Associated Stude	-6.21	0.00	40,064.05	40,057.84

## August 28, 2018 Board Meeting

### Submission Summary Form for District Contracts

New / Renewal / Revision	Federal Yes/No	Agency	Funded By	Purpose	Amount	Effective Dates	Contract Requested By	Reviewed By
Renewal	N	FileWave (USA) inc	Technology	Software licenses	\$36,055	11/1/18 - 10/31/19	Ron Brown	Jon Dejong
New	N	Puyallup School District	Revenue	Mariachi Performance	\$1,100	9/12/18	Ramon Rivera	Jon Dejong
Renewal	N	Panther Athletic Booster Club	N/A	Provide concessions at athletic events	N/A	9/1/18 - 8/31/19	Eric Anderson	Jon Dejong
Renewal	N	University of WA	N/A	College in the High School Opportunity	N/A	8/30/18 - 8/30/19	Ricardo Iniguez	Jon Dejong
New	N	SuperFan	ASB	Fan Loyalty Program for WHS	\$3,500	9/1/18 - 8/31/19	Brent Grothe	Jon Dejong
Renewal	N	NCESD	Special Ed	Teacher of the Visually Impaired	\$21,450	8/15/18	8/14/19	Mark Helm
New	N	Intellitext, LLC	Special Ed	ADA Service	\$14,850	6/15/18	6/14/19	Mark Helm
New	N	Pearson Assessment	Special Ed	License	\$13,480	8/1/18	7/31/19	Mark Helm
Renewal	N	PayneWest Insurance	District	Client Service Agreement Property and Casualty Insurance	\$30,000	9/1/18	8/31/19	Larry Mayfield



## Contract Request Form

Non-Federal

Please submit this form with your **unsigned** contract to Denise Watson 2 weeks before the School Board meeting. Upon review and approval, the contract will be included on the agenda for School Board approval.

**All contracts require school board approval.**

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

Is this contract <b>New</b> (we do not have a current contract with them), a <b>Renewal</b> (same contract - extending length time) or a <b>Revision</b> (something added, removed or changed from the original).	New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Revision <input type="checkbox"/>
---	--

**Cost of Contract** - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds, **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Cost of Contract: \$36,055.27 Or Revenue: N/A Budget code: 0116 32 5000 000 0000  
 0179 27 7000 000 0000

Contract is scheduled to begin:	Date of Execution <input type="checkbox"/> or Specific Date: <u>11/01/2018</u>	Contract is scheduled to end:	Active until terminated <input type="checkbox"/> or Specific Date: <u>10/31/2019</u>
---------------------------------	---	-------------------------------	---


Contract Details:  
 Brief Description/Purpose  
 (If this is a revision what changed:)

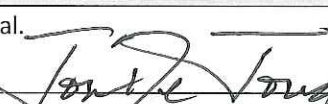
Annual renewal for FileWave software support for the software licenses as listed under section Licenses Covered; FileWave's software support program includes providing support via phone, email, and FileWave Alliance for the licensed products, and providing updates for the licensed products and support for such updates. Updates include future versions of FileWave or Inventory. Customer shall not be required to install any upgrades for which there is an additional or separate charge as a condition of receiving software support under this contract.


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

Agency Name: FileWave (USA) Inc.  
 Attention: Kyle Miller, CFO  
 Street address or PO Box: 7320 E. 86th Street, Suite 100  
 City, State, Zip Code: Indianapolis, IN 46256  
 Email Address: usadmin@filewave.com  
 Phone Number: (317) 863-6293

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

Contract Requested By: <u>Ron Brown</u> <small>Print/Type Name</small>	Signature: 
---	--

I have read this contract and recommend it for board approval.	
Requesters Administrator: <u>Jon De Jong</u> <small>Print/Type Name</small>	Signature: 

Reviewed by: (District Office) <u>Larry Mayfield</u> <small>Print/Type Name</small>	Signature: 
---	--

7/9/18 DW

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

**This Contract is between:**

**(Developer)**

FileWave (USA) Inc.  
7320 E. 86th Street, Suite 100  
Indianapolis, IN 46256

**(Customer)**

Wenatchee School District  
1001 Circle St  
Wenatchee, Washington 98801

1. **Purpose of Contract:** By entering into this contract, Developer agrees to provide, and Customer agrees to pay for, software support for the software licenses as listed under section Licenses Covered and with the initial software provided at no cost to the Customer.
2. **Scope of Contract:** Developer's software support program includes providing support via phone, email, and FileWave Alliance for the licensed products, and providing updates for the licensed products and support for such updates. Updates include future versions of FileWave or Inventory (former Asset Trustee), but not necessarily added functionality. Developer may, in its sole discretion, charge an additional fee for providing new functionality in upgrades and/or separate products. Customer shall not be required to install any upgrades for which there is an additional or separate charge as a condition of receiving software support under this contract.
3. **Term of Contract:**
  - a. **Initial Term:** The initial term of this support contract is for 12 months beginning from the date of Customer's initial purchase of Developer's product.
  - b. **Renewal:** This support contract will be renewed annually on November 01 for additional one-year terms. This contract must be cancelled in writing by either party to this contract at least sixty (60) days prior to the annual renewal date listed above. Customer will be contacted, in writing, 90 days prior to the last day of term.
4. **Contract Price:** The fee to be paid by Customer for the initial term shall be \$33,322.80 plus applicable sales tax. The fee to be paid by Customer for the renewal period shall be the then-prevailing contract price being charged by Developer. If the renewal fee is more than 5% greater per license than the initial term fee, Customer has the right to cancel the contract in writing within thirty (30) days of notification of the increased fee.
5. **Payment Terms:** Fees charged under this support contract are due and payable within thirty (30) days of invoicing by Developer, irrespective of any dispute or disagreement between Developer and Customer, whatever its nature or origin. Developer has the right to suspend support if Customer fails to meet any of its obligations under this contract, including these payment terms.
6. **Additional Licenses:** Support for additional licenses must be ordered and purchased at the time the additional licenses are ordered and purchased. The fee for such additional support shall be based on the contract price then in effect.



7. **Customer Obligations:**

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

**Support Contact 1**  
Travis Weedman

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

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

**Support Contact 2**  
Adam Richmond

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

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

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

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

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

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

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

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

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

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

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

<b>Client Licenses</b>	2035	<b>Booster Licenses</b>	13
<b>Admin Licenses</b>	17	<b>FTE Count Licenses</b>	
<b>Server Licenses</b>	1	<b>iOS Licenses</b>	3100
<b>Android Licenses</b>		(on-premise, or hosted)	
<b>Chromebook Licenses</b>			

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

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

**Wenatchee School District**  
(Customer)

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

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

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

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

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

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

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

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

<b>PO DATE</b>
<b>08/03/2018</b>



<b>PURCHASE ORDER NUMBER</b>
<b>7501800005</b>

PRINTED 08/06/2018  
\*REPRINTED PO\*

VENDOR KEY : FILEWAVE000  
SHIP DATE : 07/30/2018  
FISCAL YEAR : 2018-2019  
ENTERED BY : MCDONHOL001

**VENDOR:**  
FILEWAVE (USA) INC  
7320 E 86TH ST STE 100  
INDIANAPOLIS, IN 46256

**SHIP TO:**  
WENATCHEE SCHOOL DISTRICT  
1001 CIRCLE ST  
SHIPPING ADDRESS ONLY  
WENATCHEE, WA 98801

PHONE: (317) 863-6293 FAX: (317) 755-0944

ATTN: RON BROWN/InstrTech/hm

**PLEASE ACCEPT  
PAYMENT AFTER  
SEP 15 2018**

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT						
2035	EACH	CATALOG/ITEM NUMBER: US Education Client Support 12-month renewal of existing 2,035 Client licenses (11/01/2018-10/31/2019); \$0.74/ea license/month	8.88000	18,070.80						
3100	EACH	CATALOG/ITEM NUMBER: US Education MDM Support 12-month renewal of existing 3,100 MDM licenses (11/01/2018-10/31/2019); \$0.41/ea license/month  Filewave Quote #4490 This PO is for the 12-month renewal of FileWave support agreement #01-1118. Total number of supported FileWave Client licenses after this purchase: 2,035 Total number of supported FileWave iOS/MDM licenses after this purchase: 3,100 Support period of existing 2,035 Client licenses and 3,100 iOS/MDM licenses: 11/01/2018 to 10/31/2019 (12 months)  <b>ACCOUNT SUMMARY (FOR INTERNAL USE)</b> <table border="0"> <tr> <td><b>ACCOUNT NUMBER</b></td> <td><b>ACCOUNT AMOUNT</b></td> </tr> <tr> <td>10 E 530 0116 32 5000 000 0000 0000 0</td> <td>16,502.66</td> </tr> <tr> <td>10 E 530 0179 27 7000 000 0000 0000 0</td> <td>19,552.61</td> </tr> </table>	<b>ACCOUNT NUMBER</b>	<b>ACCOUNT AMOUNT</b>	10 E 530 0116 32 5000 000 0000 0000 0	16,502.66	10 E 530 0179 27 7000 000 0000 0000 0	19,552.61	4.92000	15,252.00
<b>ACCOUNT NUMBER</b>	<b>ACCOUNT AMOUNT</b>									
10 E 530 0116 32 5000 000 0000 0000 0	16,502.66									
10 E 530 0179 27 7000 000 0000 0000 0	19,552.61									
<p>CONTINUED ON NEXT PAGE</p> <p>WENATCHEE SCHOOL DISTRICT IS NOT TAX EXEMPT SCHOOL DISTRICT FISCAL YEAR IS SEPT 1 - AUG 31 PLEASE REFERENCE PO NUMBER ON SHIPPING LABEL &amp; ALL CORRESPONDENCE</p>			<b>PAGE TOTAL</b>	33,322.80						
			<b>TOTAL</b>	36,055.27						



PO DATE
08/03/2018



235 Sunset Avenue  
 P.O. Box 1767  
 Wenatchee, WA 98807-1767  
 Phone: 509-663-8161  
 Fax: 509-663-5929

PURCHASE ORDER NUMBER
7501800005

VENDOR KEY : FILEWAVE000  
 SHIP DATE : 07/30/2018  
 FISCAL YEAR : 2018-2019  
 ENTERED BY : MCDONHOL001

PRINTED 08/06/2018  
 \*REPRINTED PO\*

**VENDOR:**  
 FILEWAVE (USA) INC  
 7320 E 86TH ST STE 100  
 INDIANAPOLIS, IN 46256

**SHIP TO:**  
 WENATCHEE SCHOOL DISTRICT  
 1001 CIRCLE ST  
 SHIPPING ADDRESS ONLY  
 WENATCHEE, WA 98801

PHONE: (317) 863-6293 FAX: (317) 755-0944

ATTN: RON BROWN/InstrTech/hm

PLEASE ACCEPT  
 PAYMENT AFTER  
 SEP 15 2018

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		Appointments are required for ALL deliveries. *UPS & FEDEX HAVE STANDING APPOINTMENTS* Others please call (509) 663-1448 to schedule. Chemicals shipped to WSD must be accompanied by a MSDS sheet or order may be refused.		
		*****PO TOTAL RECAP*****		
		Subtotal of PAGE TOTALS		33,322.80
		Other Charges		0.00
		Tax		2,732.47
WENATCHEE SCHOOL DISTRICT IS NOT TAX EXEMPT SCHOOL DISTRICT FISCAL YEAR IS SEPT 1 - AUG 31 PLEASE REFERENCE PO NUMBER ON SHIPPING LABEL & ALL CORRESPONDENCE			<b>PAGE TOTAL</b>	0.00
			<b>TOTAL</b>	36,055.27

PURCHASE APPROVED BY:



FileWave (USA), Inc.  
 7320 E 86th Street Suite 100  
 Indianapolis, IN 46256  
 317-863-6282  
 317-755-0944 (fax)  
 Federal Tax ID: 68-0435953

Invoice # 15886  
 Invoice Date: 2018-08-08  
 PO Number: 7501800005  
 Payment Terms: Net 60  
 Due Date: 2018-10-07  
 Shipping Method: Download

**Bill To:**

Wenatchee School District  
 Accounts Payable  
 235 Sunset Ave  
 P.O.Box 1767  
 Wenatchee, WA 98807-1767

**Ship To:**

Wenatchee School District  
 Ron Brown  
 1001 Circle St.  
 Wenatchee, WA 98801

Description	Unit	No. of Licenses	Support Months	List Price	Quoted Price	Total \$
US Education Client Support	Support	2,035	12	\$8.88	\$8.88	\$18,070.80
US Education MDM Support	Support	3,100	12	\$6.00	\$4.92	\$15,252.00
8.2% Sales Tax		1		\$2,732.47	\$2,732.47	\$2,732.47

List Price Subtotal: \$39,403.27  
 Total Discount: \$3,348.00  
**Total: \$36,055.27**

**Notes**

This invoice is for the 12 month renewal of your FileWave support agreement # 01-1118.

Total number of supported FileWave Client licenses: 2035

Total number of supported FileWave MDM licenses: 3100

Support period: 11/1/2018 to 10/31/2019

**For check payments, please remit to: FileWave (USA), Inc. – P.O. Box 7096 Dept. 303, Indianapolis, IN 46207**

**For credit card payments, please visit our secure online payment portal at:**

<https://smartpay.profitstars.com/express/FileWave>

By paying this invoice, Customer agrees to FileWave's terms and conditions as set forth in the Software Support Contract.

**Contract Request Form**

**Non-Federal**

Please submit this form with your **unsigned** contract to Denise Watson 2 weeks before the School Board meeting.  
 Upon review and approval, the contract will be included on the agenda for School Board approval.

**All contracts require school board approval.**

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

Is this contract New (we do not have a current contract with them), a Renewal (same contract - extending length time) or a Revision (something added, removed or changed from the original).	New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Revision <input type="checkbox"/>
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Cost of Contract - If there is no cost put N/A in the box, Revenue - if this is a grant or we are receiving funds, Budget code for contracts with a cost or put in N/A if it is revenue or no cost.

Cost of Contract: n/a Or Revenue: \$1,100 Budget code: n/a

Contract is scheduled to begin: Date of Execution <input type="checkbox"/> or Specific Date: <u>9/12/18</u>	Contract is scheduled to end: Active until terminated <input type="checkbox"/> or Specific Date: <u>9/12/18</u>
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Contract Details:  
 Brief Description/Purpose  
 (If this is a revision what changed:)

Mariachi Performance for Puyallup School Dist Education at Washington State Fair 2 performances

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

Agency Name: Puyallup School Dist  
 Attention: Brian Fox  
 Street address or PO Box: 309 4th St NE  
 City, State, Zip Code: Puyallup WA 98371  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

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

Contract Requested By: <u>Ramon Rivera</u> Print/Type Name	Signature: <u>Ram R</u>
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I have read this contract and recommend it for board approval.	
Requesters Administrator: <u>Jim Beeson</u> Print/Type Name	Signature: <u>Jim</u>

Reviewed by: <u>Jon DeJong</u> (District Office) Print/Type Name	Signature: <u>Jon DeJong</u>
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Larry Mayfield

[Signature]  
7/9/18 DW



PR# \_\_\_\_\_

PO # \_\_\_\_\_

**Contract Information (Completed By District)**

Wenatchee School District

Contractor Name

Business Name (if different)

This agreement is made between the Puyallup School District ("District") and the above-named contractor ("Contractor"). Whereas, the District requires the Contractor's services; and whereas, the Contractor's education and/or expertise qualify the Contractor to perform specified services; it is agreed that the Contractor will provide services as follows:

**Description of Services to be Provided:**

Mariachi Band Performance for Puyallup School District Education State at Washington State Fair on September 12, 2018, 2:30 pm - 3:30 pm.

Contract Start Date: 9/12/18

Contract End Date: 9/12/18

Payment: *Payment is based on the following rate(s):*

Fee \$ \_\_\_\_\_ Hourly \$ \_\_\_\_\_ Daily \$ \_\_\_\_\_ Other (specify) \$ 1100.00

**TOTAL PAYMENT (Services + Other Expenses) ON THIS CONTRACT NOT to EXCEED:** \$ 1100.00

**Will Contractor have unsupervised access to minor children?**

Yes

No

(If answered Yes to above question, please see #6 below and fingerprinting instructions)

**Contract Terms & Conditions**

- 1) **Board Approval**: School Board approval is required for all contract-based purchases of goods and services prior to the product or service being provided by the vendor. This contract is not legally binding on the District until Board approval has been granted.
- 2) **Payment**: Services under this contract shall be performed to the satisfaction of the Superintendent or designee, and no payment shall be made for any portion of this contract not performed in a satisfactory manner. Payment for services will be by warrant of the Puyallup School District #3 after receipt of services. State Law RCW 42.24.080 forbids prepayment of services. Payments shall be made upon presentation of an itemized invoice to the Accounting Department within 60 days of invoice date. No payment or reimbursement shall be made under this contract for any services performed or expenses incurred in a manner contrary to provision contained herein or in a manner inconsistent with any federal, state or local law, rule or regulation.
- 3) **Independent Contractor Status**: The District and Contractor agree that the Contractor and Contractor's employee(s) and agent(s) are not employees of Puyallup School District #3. Contractor and Contractor's employee(s) and agent(s) shall provide the results required in this agreement as an independent contractor. Puyallup School District shall not control or supervise the manner in which this agreement is performed.
- 4) **Discrimination**: All Contractors seeking contracts will be considered and not discriminated against on the basis of race, color, national origin, sex, sexual orientation including gender expression or identity, creed, religion, age, veteran or military status, disability, and use of a trained dog guide or service animal by a person with a disability. This nondiscrimination agreement is in accordance with Title VI of the 1964 Civil Rights Acts; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended. Accordingly, the Contractor assures the District that the Contractor also complies with this discrimination policy.
- 5) **Applicable Laws**: Contractor shall comply, and be certain that its services comply, with all applicable federal, state and local laws, ordinances, regulations and policies in effect at the time of performance of the services.  
Tobacco, alcohol, drugs and weapons are prohibited on school grounds per Board Policy #4210, 4215 and #5201.  
Any claim, suit, or other legal action pertaining to this Contract shall be brought under the laws of the State of Washington in Superior Court of Pierce County, Washington.
- 6) **Crimes Against Children**: Pursuant to RCW 26A.400.330, Contractor shall be prohibited from providing services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.64.030 RCW, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract. Per RCW 26A.400.303 if the contractor or any of the contractor's employees will have regularly scheduled unsupervised access to children they shall be required to perform a record check including fingerprinting through the Washington State Patrol criminal identification system and Federal Bureau of Investigation prior to services being rendered. Please reference the fingerprinting instructions.
- 7) **Copyright**: Contractor herein expressly waives to the District any claim to copyright pertaining to all materials, publications, and documents produced as a result of this agreement and agrees that the District shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
- 8) **Harassment**: Contractor agrees to comply with District policies 3207, 3211 and 5275 regarding harassment. Failure to comply with this section shall be grounds for District to immediately terminate the contract.
- 9) **Termination**: This contract may be canceled prior to termination date by mutual agreement of the parties hereto, upon delivery of written notice and without cause. The District may unilaterally terminate all or a portion of the services not then performed under this contract at any time, for any reason, by so notifying Contractor in writing. In the event that this contract is canceled prior to termination date, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- 10) **Transferability**: Neither District nor Contractor shall assign or transfer any interest in this contract without the written consent of the other. Contractor shall not delegate or subcontract performance of any services to any other person or entity without the prior written consent of the District.
- 11) **Changes**: No changes may be made in terms or conditions of this contract, except by the mutual written consent of the parties hereto. BD PACKET 8/28/18



12) **Suspension/Debarment** : If federal funds are expended under this contract, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

13) **Indemnification** : The Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

14) **Workers Compensation/Waiver of Title 51 Immunity** : The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupation health and safety laws, statutes, and regulations to the fullest extent applicable. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15) **Insurance**: Contractor shall be responsible for their own insurance. Contractors who will be providing direct services to students or the general public on the school district's behalf are required to provide a Certificate of Insurance evidencing Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.

16) **Ethical Conduct** : The Contractor certifies that he/she/it, or his/her/its employees or agents, has not given, offered, provided, promised, pledged or been solicited to provide anything of economic value to a District official, employee or agent, as a gift, gratuity, commission or favor that may influence the selection of the Contractor for the work to be performed under this contract. No director, employee or agent of the Contractor shall enter into any non-consumer business arrangement with any director, employee, or agent of the District without prior written notice to the District Superintendent or designee. Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or in part under this Contract in violation of any law, regulation or policy that prohibits the use of public resources for political purposes.

17) **Conflict of Interest**: Current employees of Puyallup School District #3 may not enter into Contractual Services Agreements with the District.

**Contractor Information & Certification (Completed By Contractor):**

Wenatchee School District  
Address  
235 Sunset Ave

509-663-8161  
Phone

City State Zip  
Wenatchee WA 98801

Email

Washington Business License # (UBI#)

Tax ID # (Social Security or Federal ID#)

Is Contractor a retiree of one of the Washington State Retirement Systems?

Yes  No

If Yes, did you retire before age 65 using the Early Retirement Factors?

Yes  No

I hereby accept the terms and conditions of this document and agree to the compensation terms as stated on this document. I further attest that I am acting as an independent entity or agent and I am not an employee of the Puyallup School District #3. Under penalty of perjury, I certify that all information provided including the federal tax identification or social security account number and Washington business license number are truthful and correct.

Contractor Signature

Printed Name

Date

**District Approval (Completed By District Administrator):**

As an authorized representative of the originating school/department and having budget authority to authorize the disbursement of funds from the account codes given below, I declare that: I have personally verified the existence of funds available within the appropriate funding source to pay this contract; and this expenditure is appropriate and allowable for the funding source indicated.

**Purchasing Use Only**

Administrators Signature  
Chief Comm & Arts Officer

Brian D. Fox, Ph.D.  
Printed Name  
ESC

Title

School/Department  
8981910001.5738

Date

Account Code

**IMPORTANT:** Completed contract packages shall include this completed contract form with approval signatures; questionnaire; W-9 and fingerprinting (if applicable) and all necessary attachments. The completed package shall be forwarded to the Purchasing Department at 109 for processing and school board submission.

## Contract Request Form

Non-Federal

Please submit this form with your **unsigned** contract to Denise Watson 2 weeks before the School Board meeting.

Upon review and approval, the contract 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, Larry Mayfield, or the School Board.

Is this contract New (we do not have a current contract with them), a Renewal (same contract - extending length time) or a Revision (something added, removed or changed from the original).	New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Revision <input type="checkbox"/>
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Cost of Contract - If there is no cost put N/A in the box, Revenue - if this is a grant or we are receiving funds, Budget code for contracts with a cost or put in N/A if it is revenue or no cost.

Cost of Contract: n/a \$0.00 Or Revenue: n/a Budget code: n/a

Contract is scheduled to begin: Date of Execution <input type="checkbox"/> or Specific Date: <u>Sept. 1, 2018</u>	Contract is scheduled to end: Active until terminated <input type="checkbox"/> or Specific Date: <u>Aug. 31, 2019</u>
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**Contract Details:**

Brief Description/Purpose  
 (If this is a revision what changed:)

Agreement with Panther Athletic Booster Club to provide concessions at all athletic events and special events in the Apple Bowl for the 2018-2019 school year

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

Agency Name: Panther Athletic Booster Club  
 Attention: Brigded Chvilicek  
 Street address or PO Box: 1209 Orchard Ave  
 City, State, Zip Code: Wenatchee WA 98801  
 Email Address: \_\_\_\_\_  
 Phone Number: 509-665-4873

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

Contract Requested By: <u>Eric Anderson</u> Print/Type Name	Signature: <u>[Signature]</u>
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I have read this contract and recommend it for board approval.	
Requesters Administrator: <u>Jim Beeson</u> Print/Type Name	Signature: <u>[Signature]</u>

Reviewed by: <u>[Signature]</u> (District Office) Print/Type Name	Signature: <u>[Signature]</u>
--	-------------------------------

[Signature]

[Signature]



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

This agreement grants permission to the Panther Athletic Booster Club to provide and sell concessions at all athletic events and other special events held in the Apple Bowl for the 2018-19 school year.

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

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


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

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

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

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

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

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

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

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



(District Office)

Print/Type Name

Attorney Review Needed:

Completed:

8/13/18 DW



This Local Agreement (“Agreement”), effective as of the last date of signature (the “Effective Date”), is made by and between the University of Washington, a public institution of higher education and agency of the State of Washington having administrative offices at 4333 Brooklyn Ave N.E., Seattle, Washington 98105 (“UW”), and the Wenatchee School District, a municipal corporation and subdivision of the State of Washington having administrative offices at Wenatchee School District, PO Box 1767, Wenatchee, Washington 98801-1999 (“District”) (each individually a “Party” and together the “Parties”). UW and District hereby agree as follows:

## 1. Background

- 1.1 UW offers the UW in the High School program (“UWHS”), which trains District teachers to teach UW courses, and awards UW credit to District students who register for UW credit and successfully complete these UW courses.
- 1.2 District desires to participate in UWHS. The specific courses, District instructors of record (hereafter “Teachers”), and participating District schools (hereafter “School” or “Schools”) participating in UWHS are specified in Exhibit A. The details in Exhibit A are subject to change, based on communication between UW and the School/District.
- 1.3 The National Alliance of Concurrent Enrollment Partnerships (“NACEP”) accredits UWHS. With this national accreditation, the UWHS program meets or exceeds all Washington state rules for “College in the High School” programs. These state rules mirror many of the NACEP standards in the areas of students, curriculum, assessment, faculty, and evaluation.

## 2. The Program

- 2.1 Student Recruitment. Recruitment of qualified and eligible Students will be the sole responsibility of District Teachers and District administration.
- 2.2 Student Eligibility. Per Washington State legislation for “College in the High School,” students in 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grade are eligible to register for college credit for these courses. Students taking any course for UW credit should have earned a grade of B+ or above in previous courses in the subject area, or have the permission of the instructor. Students must complete any prerequisite courses in the high school before enrolling in the UW course. Details are on the UWHS web site under “Who Can Enroll” (<https://www.uwhs.uw.edu/students-parents/who-can-enroll/>).
- 2.3 Courses. UW courses will be taught in rooms provided by the District and/or School during the 2018-19 academic year. Specific course dates will be determined by the District and communicated to UWHS.
- 2.4 Co-offering of Courses. School or District may not combine a UW course with those offered by other “College in the High School” providers within the same course section. If desired, School or District may offer courses from different providers in separate course sections. In some circumstances, school or District may co-deliver a UW course alongside an Advanced Placement (AP) course, with the same teacher and students in the same classroom. School or District personnel should contact UWHS to confirm which UW courses are approved for co-delivery with an AP course.
- 2.5 Teachers.
  - (a) Teachers must be approved and trained by the appropriate UW academic departments to teach the specific UW course. The approved and trained teacher serves as the instructor of record and the primary instructor of the course. Other school personnel not approved and trained specifically for the UW course through UWHS cannot serve as graders, readers, or primary instructors of the UW course.
  - (b) Teachers must complete a program orientation and attend discipline-specific training before teaching the course. To remain active with the program, Teachers are required to attend discipline-specific training at UW every other year, and these trainings are offered at least annually by UWHS.
  - (c) If a Teacher must take a leave of absence from teaching the UW course for longer than two weeks, or there is a change in which teacher is offering the UW course, the District must contact the UWHS office as soon as that information is known. The District is responsible for locating a qualified substitute teacher who meets the UW standards for teaching the course. While the goal is to ensure continuity of the UW credit offering,



- UWHS reserves the right to cancel the UW course for UW credit if the academic integrity of the course will not be maintained to UW standards.
- (d) Teachers must communicate with the UWHS liaison assigned to that course to arrange and host a classroom observation in a timely manner. A copy of the UWHS liaison report will be shared with the Teacher.
  - (e) Other than the Teacher Honoraria below, District is responsible for payment of Teacher salary and benefits.
- 2.6 Teacher Honoraria. UW will pay \$350.00 per course to the Teachers for handling non-instructional requirements (e.g. student evaluations) for the program as well as \$100.00 per day for teachers to attend UWHS discipline-specific training.
- 2.7 Minimum Enrollment. A minimum of 4 students must register for UW credit for a course to be eligible for the UWHS program and for the registered students to receive UW credit. If a course does not reach this minimum enrollment, the course is cancelled for UW credit and any registered students are issued full refunds.
- 2.8 Maximum Enrollment. Total enrollment in any section of a course should not exceed 32 students. In accordance with UW policies, the maximum section size is lower for Biology (24), Chinese (22), English (23), French (24), German (25), Japanese (22), Korean (22), and Spanish (25). Schools must make all reasonable attempts to not exceed these class sizes.
- 2.9 Maximum Number of Sections. For UW English courses, teachers may teach no more than two sections of UW English per semester for semester-long courses, or three sections of UW English per year for year-long courses.
- 2.10 Course Materials. UWHS will provide Teachers with tests, quizzes, and other materials routinely provided to instructors of the course on the UW campus. Teachers will use UW syllabi, texts, quizzes, tests, grading procedures and scales, and any other curricular materials as required by the appropriate UW departments. It will be the responsibility of the District or the individual students to purchase any required texts.
- 2.11 Disability Accommodations. For UW-registered students, any accommodations for individual students that have been approved at the high school must also be approved by the UW Disability Services Office. To make an accommodation request or obtain more information, students must contact the UW Disability Services Office.
- 2.12 UWHS Liaisons. UWHS will provide liaisons, appointed by the sponsoring UW academic departments, to visit the courses either in person or through web conferencing, as well as to work with the teachers during the school year. These liaisons will have completed state and national background checks prior to visiting the District.
- 2.13 Guest Speakers. On occasion and by request from the School/Teacher, additional guest speakers from UW may visit the School. The School is responsible for advising the guest speaker of any security or screening requirements prior to their school visit.
- 2.14 Evaluation. For every UW course, Teachers will administer the standard UW end-of-course evaluations with those students registered for UW credit. The evaluation results will be shared with the appropriate UW academic department and the Teacher.
- 2.15 Grades. Upon completion of courses, teachers will submit to the UW a numerical grade for each student registered for UW credit. Grades are on the 4.0 scale. One exception is the CHEM 110 course, which is graded Credit/No Credit (CR/NC).
- 2.16 UW Credit. To comply with UW regulations governing the issuance of credit, students registering for UW credit will spend a minimum of 50 hours in the classroom and 100 hours doing outside homework for any five-credit course. Exceptions include CSE 142, which is a four-credit course, and CHEM 110, which is a variable-credit course worth either three credits (no labs or lab sequence not approved by UW) or five credits (lab sequence approved by UW). For CHEM 110, Teacher's lab sequence must be approved by UW by deadlines and the process outlined in the course handbook provided to teachers by the UW Chemistry department.
- 2.17 UW Transcript. Registered students establish an official and permanent UW transcript. The students' final grade or course status and their earned UW credits will be recorded on their UW transcript. Transfer of these credits will be

determined by the college or university to which the student matriculates. Students are responsible for communicating with prospective institutions about transfer of UW credits.

2.18 High School Credit. District is responsible for all matters related to the high school credit and transcripts, including using UW course titles and the “College in the High School” course designation code (C), per Washington “College in the High School” rules and OSPI guidelines.

2.19 Campus visits. If a School brings groups of students to the UW campus, supervision of those students is the School’s responsibility.

2.20 Data Sharing. Upon request, District and UW may share and compare lists of their UWHS students for each course. For student data subject to FERPA, District and UW will be considered a "school official" with a "legitimate educational interest," as those terms are used in FERPA and its implementing regulations with respect to the other party's student data. Each party's use of the other party's student data will comply with FERPA and other state and federal laws regarding confidentiality, and will be protected with the same care that the protecting party uses to protect its own student data, and in accordance with WA state data protection policies. In the event of an unauthorized disclosure of student data, the party in breach will a) promptly notify the other party of the unauthorized disclosure and take any requested actions to minimize the breach, and b) indemnify the other party against any and all costs related to the unauthorized disclosure of information, including the costs of any notification campaign required under WA State law.

**3. Payment**

3.1 State Funding. In the event that District receives approval from the state for state funding for UW courses, the terms and conditions of Exhibit B State Funding shall apply.

3.2 Payment by Student. Students enrolled in the courses will pay \$65 per UW credit, plus a \$45 registration fee. These funds will be made payable to the UW at the time that students register.

3.3 Payment by Third Party. The School or District may choose to collect funds from its students or pay on behalf of students via Purchase Order or other payment means at the rates in Section 3.2 above. If the School or District makes payment as a third party, please contact UWHS for instructions.

**4. Program Administrators**

4.1 UW Program Administrator. The UW Program Administrator for all issues related to UW’s role in the delivery of the Program under this Agreement shall be:

Name: Tim Stetter  
Title: Director, UW in the High School  
Address: University of Washington, Box-359485, Seattle, WA 98195-3600  
Telephone: 206-221-6223  
E-mail: stetter@uw.edu

4.2 District Program Administrator. The District Program Administrator responsible for all issues related to District’s role in the delivery of the Program under this Agreement shall be:

Superintendent Name: Brian Flonas  
Title: Superintendent  
School District Address: PO Box 1767 Wenatchee, Washington 98801-1999  
Telephone: (509) 663-8161



E-mail: fiones.b@wenatcheeschools.org

## 5. Intellectual Property

- 5.1 Ownership and Control. UW owns or controls all intellectual property related to the Program and the UW courses.
- 5.2 No Transfer of Ownership. The Parties will not, by performance under this Agreement, obtain any ownership interest in copyright, trademark rights or any other proprietary rights or information of the other Party, its officers, inventors, employees, students, or agents.

## 6. Representation and Risk

- 6.1 Right to Enter Agreement. Each Party represents that it has the right to accept its respective obligations as set forth in this Agreement.
- 6.2 No Third-Party Obligations. Each Party represents, to the best of its knowledge, that it is under no obligation to any third party which could interfere with its own ability to enter into or perform its obligations under this Agreement.
- 6.3 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement will be deemed to create any association, partnership, joint venture, employment relationship, or agency relationship between District and UW with respect to the UW Program or otherwise.
- 6.4 Indemnification. The Parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage arising from the negligent acts or omissions of their respective officers, employees, students, agents, or authorized subcontractor(s) in the performance of their duties under this Agreement. This indemnification clause will survive the expiration or termination of this Agreement.

## 7. Term & Termination

- 7.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue until September 30, 2019 unless sooner terminated in accordance with the provisions set forth in this Agreement.
- 7.2 Termination for Cause. If for any cause, one Party (the "Responsible Party") does not fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms and conditions herein, the other Party (the "Aggrieved Party") will give the Responsible Party written notice of such failure or violation. The Responsible Party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the Aggrieved Party to the other.

## 8. General

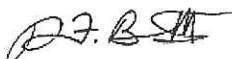
- 8.1 Severability. If any provision of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be in any way affected or impaired thereby.
- 8.2 Waiver of Breach. No omission or delay of either Party hereto in requiring due and punctual fulfillment of the obligations of the other Party hereto will be deemed to constitute a waiver by such Party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder.
- 8.3 Amendments. No amendment or modification hereof will be valid or binding upon the Parties unless it is made in writing, cites this Agreement, and is signed by duly authorized representatives of the Parties.
- 8.4 Exhibits. The Parties agree and acknowledge that all Exhibits referred to in this Agreement are incorporated in this Agreement by reference.
- 8.5 Assignment. This Agreement and the rights and benefits conferred by each Party upon the other Party hereunder may not be assigned, delegated, or transferred by either Party.

- 8.6 Force Majeure. In the event either Party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires, or any other cause whatsoever beyond the reasonable control of the non-performing Party, the non-performing Party will be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.
- 8.7 Headings. The headings of the several sections of this Agreement are inserted for convenience and reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.
- 8.8 Entire Understanding. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter of this Agreement.
- 8.9 Conflict Resolution. In the event of a dispute between the parties relating to the terms and conditions of this Agreement or the performance of the parties hereunder, the Parties shall first attempt to resolve the dispute by initiating a discussion in good faith between the contacts listed in Section 4. In the event the Parties are unable to resolve any such dispute within fifteen (15) business days (or other such time period to which both Parties agree), then the Parties shall seek to resolve the dispute by a Dispute Board as follows: The Parties to this Agreement shall each appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties. As an alternative to this process, either of the Parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.
- 8.10 Notices. Any notice or other communication required or permitted to be given by either Party shall be deemed to have been properly given and delivered, if delivered in writing to the respective parties and addresses set forth in Section 4, or to such other address as either party shall designate by written notice given to the other Party, on the dates as follows: (i) two business days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one business day after being sent via reputable nationwide overnight courier service guaranteeing next business day delivery, (iii) three business days after deposit in the United States Postal Service if sent by first class mail, properly addressed; or (iv) immediately after being sent by facsimile transmission and confirmed by prompt delivery of the hardcopy original.

IN WITNESS WHEREOF, UW and District have executed this Agreement, by their respective duly authorized officers, on the dates indicated below.

Signature of UW:

Signature of District:

By: 

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

Rovy F. Branon, III, Vice Provost  
University of Washington Continuum College

Brian Fiones, Superintendent  
Wenatchee School District

Date: August 1, 2018

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

Exhibit A: UWHS Program  
OFFERED COURSE(S)

**Wenatchee School District**

**Wenatchee High School**

UW Dept Name	Course	Term	Teacher
French	FRENCH 103	Autumn 2018	Jon Magnus



**Exhibit B: State Funding**

In 2015, the WA Legislature passed ESSHB 1546, which provides state funding for student participation in “College in the High School.” Under that legislation, school districts may apply for funding through the Office of Superintendent of Public Instruction (OSPI). Approved districts will receive state funds for eligible students participating in a “College in the High School” program, with 100% of funding passed through to the college or university administering the program. For the 2018-2019 school year, state funding is \$65 per credit.

UW and District agree to the following additional terms to implement the state funding of students, sharing of student data, and payment of funds due UW. The terms of this Exhibit B shall apply only if District receives approval from the state for state funding of UW courses offered through the UWHS program.

- B.1 District represents that UW courses offered within the district have been selected for state funding. District is responsible for ensuring with OSPI the accuracy of UW courses eligible for state funding.
- B.2 District is responsible for record-keeping and verification of student eligibility for state funding for each student, and for notifying its UWHS students of any state requirements for eligibility for state funding.
- B.3 In the event that District incorrectly identifies a UWHS student as eligible for state funding to UW and that funding is later denied by the State and/or OSPI, District is responsible for payment of a per-credit fee equal to the state funding to UW.
- B.4 District is responsible for collecting, reviewing, tracking, and submitting registration materials for state-funded students in UWHS courses to UW according to posted registration deadlines for the UWHS program.
- B.5 Enrolled students who wish to drop a UW course must do so by following the process and deadlines on the UWHS website. The drop will be recorded on the student's UW transcript in accordance with UW policies.
- B.6 Students not eligible for state funding may register and self-pay for courses. School or District may also pay on behalf of students as a Third Party Payer. The standard fees will apply, as stated in Section 3.2 of the Agreement.
- B.7 District and UW will share and compare lists of UWHS students and their funding status for each course at the conclusion of each registration period and the end of the course.
- B.8 District is responsible for timely communications with OSPI and UW regarding state funding, and to follow all state policies and procedures for requesting, receiving, and transferring state funds to UW.
- B.9 The parties acknowledge that state funding is provided for students who are awarded a UW grade in the UWHS course. State funding is not provided for students who drop or withdraw from a UW course. Course fees for students who registered for a course with state funding and who drop or withdraw from the course will be paid by UW.
- B.10 District will promptly request funds from the State (OSPI) within thirty days of the end of each course(s), and remit 100% of state funding received for students completing UW courses within thirty days of receipt of the funds from OSPI. UW will provide an invoice to facilitate payment.

**Contract Request Form**

**Non-Federal**

Please submit this form with your **unsigned** contract to Denise Watson 2 weeks before the School Board meeting. Upon review and approval, the contract will be included on the agenda for School Board approval.

**All contracts require school board approval.**

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

Is this contract <b>New</b> (we do not have a current contract with them), a <b>Renewal</b> (same contract - extending length time) or a <b>Revision</b> (something added, removed or changed from the original).	<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Revision
---	--

**Cost of Contract** - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds, **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Cost of Contract: \$3500 per year Or Revenue: n/a Budget code: 402-1100  
 or PO#

Contract is scheduled to begin: Date of Execution <input type="checkbox"/> or Specific Date: <u>9/1/18</u>	Contract is scheduled to end: Active until terminated <input type="checkbox"/> Specific Date: <u>8/31/2019</u>
--	--

Contract Details:  
 Brief Description/Purpose  
 (If this is a revision what changed:)

Fan Loyalty program electronically

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

Agency Name: Super Fan Dnc  
 Attention: \_\_\_\_\_  
 Street address or PO Box: 946 Goss Ave Suite 310b  
 City, State, Zip Code: Louisville Kentucky 40217  
 Email Address: \_\_\_\_\_  
 Phone Number: 502-442-2760

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

Contract Requested By: <u>Brent Grothe</u> Print/Type Name	Signature: <u>Brent Grothe</u>
---	--------------------------------

I have read this contract and recommend it for board approval.	
Requesters Administrator: <u>Eric Anderson</u> Print/Type Name	Signature: <u>Eric Anderson</u>

Reviewed by: <u>Larry Mayfield</u> (District Office) Print/Type Name	Signature: <u>Larry Mayfield</u>
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Attorney Review Needed:

Completed:

8/13/18 DW





## CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (this “**Agreement**”) is effective as of this 1<sup>st</sup> day of Sept, 2018 (the “**Effective Date**”), by and between SUPERFAN, INC a Delaware corporation (the “**Consultant**”), and Wenatchee High School, a (“**Client**”) (hereinafter, collectively, the “**Parties**”). District

WHEREAS, Consultant is in the business of developing smart phone and mobile site applications for High School Administrators (the “**Product**”). Client wishes to engage Consultant to provide certain Services (as defined below); and

WHEREAS, Consultant has accepted the engagement on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereby agree as follows:

1. Consulting Services. Consultant is being engaged hereunder to provide the services for the development and customization of the Products as further set forth on Exhibit A, attached hereto and made a part hereof (the “**Services**”), in order to create the loyal rewards Product for Client (the “**Project**”). The Services shall be completed according to the schedule set forth on Exhibit A.

2. Term of Engagement. The term of this Agreement shall be a one-year period from the Effective Date (“**Initial Term**”). The Initial Term may be renewed by the Parties based on mutual written agreement. Either Party may terminate this Agreement for any *material breach* by the other Party of the obligations hereunder upon thirty (30) days written notice; provided, however, that the breaching Party shall have the right to cure such breach within that time, in which event such termination shall be deemed ineffective. Notwithstanding any other provision of this Agreement, in the event

of such termination, Consultant shall be paid for any Services that have been performed prior to such termination.

3. Independent Contractor Status. Consultant will act only as an independent contractor to Client. Consultant will be responsible, and will hold Client harmless from, any and all employment, self-employment, income, unemployment, and workers' compensation taxes and fees, assessed at the federal, state, city, and/or local level on compensation paid to the Consultant under the terms hereof. To the extent sales taxes may be applicable to Consultant's compensation hereunder, such sales taxes shall be deemed included. Consultant further acknowledges and agrees that Consultant has no authority to enter into contracts that bind Client, create obligations on the part of Client, or incur any expenses on behalf of Client without Client's prior written authorization.

4. Mutual Indemnity. The Parties agree to indemnify and hold harmless the other, its directors, officers, employees, agents and successors and assigns from all liability for suits, claims, demands, damages, action or cause of action (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state or otherwise, including all expenses of litigation and reasonable attorney's fees), injury to or death of any person or for damages to any property to the extent that such injuries, death or damages are caused by their negligence, gross negligence or willful acts or by the failure of any Party to follow its obligations as set forth under this Agreement.

5. Consultant Fees. The Parties agree that Client shall pay the Consultant certain fees for the Services ("**Consultant Fee**") as set forth on Exhibit B, attached hereto and made a part hereof.

6. Rights in Intellectual Property.

(a) Consultant, upon full payment by Client for the Services as set forth on Exhibit B, hereby assigns the right to use and access the Products.

(b) Client agrees and consents to (i) not copy, replicate or reverse engineer any of the source codes for the Products; (ii) not copy such Products for the purpose of moving the Products to another hosting service; and (iii) expressly agrees that all intellectual property rights relating to the source code of the Products shall remain at all times owned by Consultant.



(c) Consultant hereby acknowledges and agrees that all names, brands and trademarks of the Client shall at all times remain the sole and exclusive property of the Client.

7. Confidentiality. The Parties agree that the existence and terms of this Agreement and amounts paid hereunder shall be held in strict confidence and shall not be employed for any purpose or communicated to anyone, except pursuant to valid subpoena, or as required by law. If disclosure is required due to a valid subpoena or court order, the party receiving the subpoena or court order shall, to the extent practicable, provide prior written notice to the other party to this Agreement and request a confidentiality order from the applicable court in order to fully protect the confidentiality of this Agreement. Notwithstanding the foregoing, the Parties may communicate information regarding this Agreement to those within their respective organizations who have a business need to know, and with counsel and those providing tax advice or assistance, in which case each such person shall be advised of the requirement that the terms and provisions in this Agreement be kept confidential.

8. Data Protection.

(a) Consultant collects from the users of the Product various personal data that is captured by Consultant upon registration by the users. Such personal data includes: all Personally Identifiable Information (PII) and other non-public information provided, generated, transmitted or displayed via the Services by Client or users ("Personal Data"). Consultant will only collect such Personal Data that is necessary to fulfill its duties as outlined in this Agreement. Consultant will use Personal Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. The collection, use, and maintenance of Personal Data is further governed by the Terms and Conditions of Use and Privacy Policy, both of which are attached hereto and incorporated herein by this reference. All Personal Data procured by Consultant is maintained in accordance with the Security Controls detailed in the Privacy Policy. Consultant will not sell or otherwise share the Personal Data of its users. The Client understands that Consultant may rely on one or more subcontractors or affiliates to perform services under this Agreement. Consultant agrees to share the names of these subcontractors with Client upon request. All subcontractors and successor entities of Consultant will be subject to the terms of this Agreement.

(b) The Products generate certain user data contained in reports created by Consultant ("Performance Reports"). Consultant shall provide to Client access to the Performance Reports throughout the term of this Agreement; provided, however, that

Client acknowledges and consents that the Performance Reports are proprietary information of Consultant. Consultant's use of the Performance Reports shall at all times be in compliance with its privacy policy as well as all state and Federal laws and regulations governing the use thereof.

Parties agree that all rights, including all intellectual property rights, to Personal Data, shall remain the exclusive property of the Client, and Consultant has a limited, nonexclusive license to use the Personal Data solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Consultant any rights, implied or otherwise, to the Personal Data, content, or intellectual property, except as expressly stated in the Agreement.

(c) Upon termination of this Agreement, the Performance Reports shall be provided by Consultant to Client in an industry standard format (such as encrypted and appropriately authenticated downloadable file in a format such as XML with all schema, definitions and associated text files documented and detailed) within a commercially reasonable time following the termination of this Agreement but in no event later than thirty (30) days thereafter. Client acknowledges the Performance Reports are trade secrets of Consultant and that Client shall not, unless otherwise approved in writing by Consultant, provide directly or indirectly the Performance Reports to any third party provider who performs similar services or products as those offered by Consultant hereunder. Consultant will ensure that all Personal Data in its possession and in the possession of any subcontractors, or agents to which the Consultant may have transferred Personal Data, is destroyed or transferred to the Client upon termination of this Agreement.

9. Entire Agreement. This Agreement sets forth the entire agreement between Consultant and Client and supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties. No representation, promise, inducement, or statement of intention has been made by Consultant and Client that is not embodied in this Agreement. Except as provided in this Agreement, no party shall be bound by or liable for any alleged representation, promise, inducement, statement, or intention not contained in this Agreement or the Exhibits.

10. Attorney's Fees. The Parties agree that, in any litigation, arbitration, mediation, or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be awarded its reasonable attorney fees, and costs and expenses incurred.



11. Modification. This Agreement may not be altered, amended, or otherwise changed or modified, except in writing and signed by the Parties. No provision of this Agreement may be waived unless in writing and signed by the Parties.

12. Waiver. The Parties agree that no release, waiver, or other promise set forth in this Agreement shall be construed to prohibit any party from enforcing the terms of this Agreement in a court of competent jurisdiction.

13. Assignment. This Agreement may be assigned by either Party upon the written consent of the other Party.

14. Governing Law. This Agreement shall in all cases be interpreted, enforced, and governed by the laws of Washington State, with venue in Chelan County Superior Court, without regard to its choice of law provisions.

15. Severability. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. This Agreement shall be deemed to have been drafted jointly by the Parties; accordingly, any rule pertaining to the construction of contracts to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or of any modification of or amendment to this Agreement. If any part of this Agreement is void or otherwise invalid, such invalid or void portion will be deemed to be separate and severable from the balance of this Agreement, and the remaining provisions will be given full force and effect as though the void or invalid provisions had never been a part of the Agreement.

16. Counterparts. This Agreement may be executed in counterparts and all counterparts collectively will constitute one agreement binding on all Parties.

17. Authority to Sign. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted legal authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a legally binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein.

IN WITNESS THEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

**“CONSULTANT”**

**SUPERFAN, INC.**

By: \_\_\_\_\_  
Kayla Mount, COO

**“CLIENT”**

**Wenatchee High School**

By: Brent Gothe  
Title:

X \_\_\_\_\_  
Superintendent

## EXHIBIT A

### Wenatchee High School Rewards Program

SuperFan, Inc. (“Consultant”) shall create a fan loyalty rewards program using the SuperFanHigh platform, which will consist of: a web application to administrate the program, an iPhone application, an Android application, and a mobile website for other smart phone users to participate in Wenatchee High School Rewards Program.

Consultant shall deliver to the Client for the Project Services the following deliverables (“Deliverables”):

1. **iPhone Application:** 1 SuperFanHigh iPhone application that has been customized with name, colors, logos, and additional features (minimum iOS version and other restrictions may apply). This iPhone application will serve as the method for fans and students who have an iOS device to participate in the program.
2. **Android Application:** 1 SuperFanHigh Android application, that has been customized with name, colors, logos, and additional features (minimum Android version and other restrictions may apply). This Android application will serve as the method for fans and students who have an Android device to participate in the program.
3. **Mobile Web Site:** 1 SuperFanHigh mobile website application, that has been customized with name, colors, logos, and additional features (minimum browser version, geo-location, and other restrictions may apply.) The mobile web site will reside on SuperFan, Inc. servers, and the Client will need to point a domain or subdomain to Consultant’s servers (i.e. superfanhigh.yourdomain.com or yourdomain.com/superfanhigh), or the Consultant will purchase a new domain for use. This mobile web site will serve as the method for fans and students who have a smart phone or other device to participate in the program.
4. **Web Application Administrative Back-End:** Access to the back-end system, which controls SuperFanHigh applications. The Client will be able to add/edit administrators, venues, events, awards, prizes, coupons, merchandise, tickets, as well as run real-time reports and contact users (i.e. send targeted push notifications during game-time events, email blasts, special offers, etc.)
5. **Training and Support:** A WebEx (or similar) walk-through of the program’s administrative back-end web application will be provided once



the iPhone, Android, and mobile web site applications have been approved for their respective app stores.

Client and Consultant agree to the following estimated schedule for the completion of the Services and the Deliverables:

Wenatchee High School Rewards Program will take 4-6 weeks from the receipt of all support materials. Consultant requires the following before beginning the design/development of the program:

- a. Hi-Quality images for use on logos, icons, and loading screens.
- b. Colors for use in the application, in either HEX or PMS codes.
- c. A name for the program/applications, as well as shortened icon name.
- d. Additional information that will be taken from users (i.e. First/Last Name, Group Names like Faculty/Staff, Student ID, Email, etc.)
- e. Other relevant information based on any extras (URLs Mobile Website versions, Social Media Feeds, Game-Tracker Feeds, etc.)
- f. Letter of approval to use the university's marks (need this to submit to app stores.)

The steps to build the program are outlined as follows:

- a. **Site Map (if needed):** A graphical representation of the architecture of a mobile application defines how many pages/tabs are involved and how a user would navigate them.
- b. **Design Mock-ups:** After terms, features, and a site map (optional) are agreed to, actual mock-ups representing the Graphical User Interface (GUI) would be created that visually represents the look and feel of the new customized SuperFanHigh Mobile Application(s).
- c. **Testing:** Every application needs to be thoroughly tested to ensure that it's error-free, user-friendly, and accessible to ensure that it performs properly for the client's specifications. Development bundles will be provided for client testing before submitting to the App Store(s).
- d. **Final Edits/Proofing:** Any issues found in the Test step will be addressed and final proofing will be done to ensure accuracy from a technical, functional, and grammatical standpoint before submitting to the App Store(s).
- e. **Deployment:** Once submitted to the App Store(s), Consultant **cannot** guarantee time-tables or approvals, however, once approved by the App Store(s) it will be immediately accessible to those with the approved mobile devices. While we do our best to ensure that all apps go through their respective App Stores in a timely fashion, once they have been submitted, we cannot influence how quickly they

are approved for distribution. Therefore, Consultant considers timelines and deadlines to be met if they have been submitted to the App Stores within five days of target launch date.

## **EXHIBIT B**

### **Consultant Fee**

#### **1. Annual Fee:**

- a. Year 1: Ultimate Package Cost (Beginning Effective Date through June 30, 2019): 1 Annual Payment of \$3,500 per year with payments due 30 days upon receipt of invoice; interest is accrued at 1.5% per month thereafter.
  - i. Client will receive up to five months free from Effective Date through July 1, 2018.
  - ii. Client will be invoiced on July 1, 2018
  - iii. Client will be responsible for a \$99 annual fee owed to Apple for an iTunes developer account

#### **2. In-App Purchases:**

- a. Consultant will partner with a selected merchandise provider to establish a branded online fan shop. The Client and Consultant will each receive a commission equal to a % of revenue from each sale of high school merchandise generated from sales through the branded online fan shops. The commission will be equal to fifteen percent (15%) for the Client and equal to ten percent (10%) for the Consultant.
- b. Consultant has the right to change merchandise providers at will without notifying Client first, which may result in a change in commission structure.
- c. Client can select a merchandise provider, but will be responsible for paying a commission to Consultant equal to ten percent (10%) of the proceeds from each sale of high school merchandise generated from sales through the branded online fan shop.
- d. Commissions will be paid within 30 days after the conclusion of each calendar month period.
- e. Detailed monthly reports will be provided to Client by selected merchandise provider that shows all sales and commissions.

#### **3. Sponsorships:**

- a. Client will be responsible for all paid sponsorships added to Wenatchee High School Rewards Program, if any. The Client shall also be responsible for any payments or revenues generated from sponsorships for use of Wenatchee High School Rewards Program.



- b. Consultant will work with client and sponsor to incorporate sponsor logos, colors, and other information on Wenatchee High School Rewards Program.
- c. Client agrees to share with Consultant any information regarding sponsors such as sponsor's name and sponsorship agreement between Client and Sponsor.

Client recognizes that certain changes in the scope of Services and the Deliverables in this Agreement shall be deemed a change order. Client and Consultant agree to take reasonable measures to set forth the change in scope in writing, and the corresponding change in the Consultant's Fee and the Completion Date schedule arising there from. Failure of the Parties to reduce any change order to writing signed between the Parties shall not (i) preclude the Consultant from receiving additional compensation for added changes in the scope of Services, or (ii) preclude the extension of the Completion Date to a reasonable time reflecting industry standards for such requested change.

Client hereby acknowledges and agrees that certain additional services may be performed by Consultant upon the request of the Client ("Additional Services"). The Additional Services shall be charged pursuant to the hourly consultant rate schedule set forth below:

Consultant	Rates Per Hour
Lead	\$125

Client shall also reimburse Consultant for all ordinary and necessary expenses incurred in the performance of the Services hereunder, provided timely notice of such expenses is sent to and approved by Client.

# Terms and Conditions of Use

SuperFanU, Inc. (“Us” or “We”) provides the SuperFanU website application and mobile sites and various related services (collectively, the “site”) to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the “Terms of Use”), as well as any other written agreement between us and you. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

SuperFan, Inc will not change how Personal Data or Registration Data are collected, used, or shared under these Terms without advance notice to and consent from the Wenatchee School District (“District”). Furthermore, SuperFan, Inc will not modify or change these Terms of Use in any way without notice to user and the District.

As used in these Terms of Use, references to our “Affiliates” include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.



## **2. Description of Services.**

We make various services available on this site including, but not limited to, loyalty rewards programs for collegiate athletic departments.

We reserve the sole right to either modify or discontinue the site, including any of the site's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

## **3. Registration Data.**

In order to access some of the services on this site, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

## **4. Third Party Sites and Information.**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

## **5. Intellectual Property Information.**

For purposes of these Terms of Use, "content" is defined as any information, data, communications, software, photos, video, graphics, music,



sounds, and other material and services that can be viewed by users on our site.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of SuperFanU, Inc. and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. You may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this site will not infringe the rights of third parties. See "User's Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

The following are registered trademarks, trademarks or service marks of SuperFanU, Inc. or its Affiliates. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of SuperFanU, Inc. or its Affiliates. All other trademarks or service

marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of SuperFanU, Inc. or its Affiliates.

## **6. Disclaimer of Warranties.**

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY



OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO GUARANTEE THAT THE PROGRAMS WILL BE SUCCESSFUL AND MAKE NO WARRANTY THAT (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

#### **8. Indemnification.**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. SuperFan, Inc. and District agree to indemnify and hold harmless the other, its directors, officers, employees, agents and successors and assigns from all liability for suits, claims, demands, damages, action or cause of action (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state or otherwise, including all expenses of litigation and reasonable attorney's fees), injury to or death of any person or for damages to any property to the extent that such injuries, death or damages are caused by their negligence, gross negligence or willful acts or by the failure of any Party to follow its obligations as set forth under the Agreement and these Terms and Conditions.

## **9. Security and Password.**

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

## **10. Awards.**

You acknowledge that awards or prizes from the site/application are subject to availability of such prizes and the eligibility requirements. You acknowledge that by “unlocking” an award alone does not create a prize as certain awards may be achievement levels. For any issue or questions regarding a prize, award, point totals or like items from the site/application, you acknowledge that the fan program provider will be contacted and not SuperFanU, Inc. to resolve such issue or question.

1. Apple is not involved in any way with SuperFanU contests or sweepstakes.
2. Apple is not a sponsor, nor is it involved in any way with SuperFanU contests or sweepstakes.
3. SuperFanU does not offer Apple products as contest or sweepstake prizes.

## **11. Termination of Use.**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any sus-



pected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

## **12. Governing Law.**

This site is controlled from the offices within Washington state, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Washington state, by accessing this site both of us agree that the statutes and laws of Washington state, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the state of Washington with respect to such matters.

## **13. Notices.**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [info@superfanu.com](mailto:info@superfanu.com), if by email, or at SuperFanU, Inc., 946 Goss Ave, Louisville, Kentucky 40217 if by conventional mail. Notices to you may be sent to the address supplied by you as part of your Registration Data.

# Privacy Policy

This privacy policy describes the manner in which SuperFanU, Inc. ("SuperFanU") uses and protects the information you give when you use this mobile application. SuperFanU is committed to protecting your privacy. If we ask you to provide information by which you can be identified, we assure you that it will be used in accordance with this privacy statement. SuperFan, Inc will not change how Personal Data or Registration Data are collected, used, or shared under this agreement without advance notice to and consent from the District. Furthermore, SuperFan, Inc will not modify or change this Privacy Policy in any way without notice to user and the District.

## Information we collect.

We may collect the following information:

1. Information submitted by the user during the questionnaire section of the mobile application including the users name, address, student ID number, phone number, birthday, year in school and other information.
2. Information submitted by the user through the mobile application's contact form.
3. Information and data collected from your use of the mobile application including your purchases made, taps made, awards won, check in and other information that is derived from use of the mobile application.

## What we do with the information:

1. We use it to understand your needs and provide better service including referencing specific programs for your needs.
2. We use it for internal record keeping and product/service improvement.
3. We use it to improve our products and services.
4. We use it to test the products and to show anonymous data for case studies. We may aggregate user data for purposes of developing content and ensure relevant advertising content, but such data will not personally identify individual users.
5. We use it to contact you and communicate about our services as this is the express purpose of tools like the site contact form.

## **Security**

SuperFan, Inc will store and process Personal Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Personal Data from unauthorized access, disclosure, and use. SuperFan, Inc will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. SuperFan, Inc will also have a written incident response plan, to include prompt notification of the user and District in the event of a security or privacy incident. SuperFan, Inc agrees to share its incident response plan upon request.



## **Site Analysis Technology**

Information such as the user's IP address, the referring domain, geographic location, time/duration of visit, entry/exit page, and other like statistics is automatically gathered using web analytics tools in a way that is now standard practice. This information is only used to improve the quality and effectiveness of our mobile application. SuperFan, Inc will not use this information to advertise or market to students or their parents.

## **Outbound Links**

Periodically, our application may contain outbound links to other applications. When following an outbound link, you must recognize that we have no control over the site or application to which you are navigating. We provide outbound links because we think the information contained therein may be of interest or usefulness to our application visitors, but we do not take responsibility for any site or application to which we link. Links are a useful part of the experience, but we acknowledge the inherent risks of navigating from application to application.

## **Controlling your Information**

You may restrict the collection of your information by:

(i) not registering as a user of this mobile application; and (ii) not using our contact form(s)

## **What we do not do with the information:**

SuperFan, Inc will not sell, rent, or distribute your Personal information or Personal Data to third parties other than Wenatchee School District without the user's express consent. SuperFan, Inc will not use any personal information or Personal Data collected to advertise or market to students or their parents.

## Contract Request Form

Non-Federal

Please submit this form with your **unsigned** contract to Denise Watson 2 weeks before the School Board meeting. Upon review and approval, the contract will be included on the agenda for School Board approval.

**All contracts require school board approval.**

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

Is this contract <b>New</b> (we do not have a current contract with them), a <b>Renewal</b> (same contract - extending length time) or a <b>Revision</b> (something added, removed or changed from the original).	New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Revision <input type="checkbox"/>
---	--

**Cost of Contract** - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds, **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Cost of Contract: \$21,450.00 Or Revenue: N/A Budget code: 2100 26 7098 000

Contract is scheduled to begin: Date of Execution <input type="checkbox"/> or Specific Date: <u>8/15/19</u>	Contract is scheduled to end: Active until terminated <input type="checkbox"/> or Specific Date: <u>8/14/19</u>
---	---

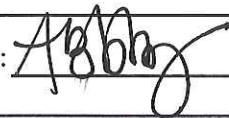
**Contract Details:**

Brief Description/Purpose (If this is a revision what changed): Teacher of the Visually Impaired/Orientation and Mobility Specialist will provide services for special education students in the Wenatchee School District for the 2018-19 school year.

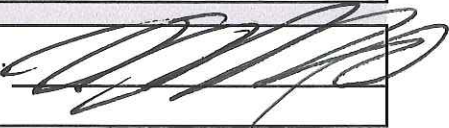
**Agency Contact Information (to whom & where contract needs to be mailed)**

Agency Name: North Central Educational Service District  
 Attention: Kevin Risdon, Special Education Director  
 Street address or PO Box: 430 Olds Station Road  
 City, State, Zip Code: Wenatchee, WA 98801  
 Email Address: [kevinr@ncesd.org](mailto:kevinr@ncesd.org)  
 Phone Number: 509-665-2630

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

Contract Requested By: <u>Annika Bibby, Asst Director</u> <small>Print/Type Name</small>	Signature: 
---	--

I have read this contract and recommend it for board approval.	
Requesters Administrator: _____ <small>Print/Type Name</small>	Signature: _____

Reviewed by: <u>Larry Mayfield</u> (District Office) <small>Print/Type Name</small>	Signature: 
--	--



Contract # 2018-034

Prepared by: Jackie Messer

**AGREEMENT FOR INTERAGENCY SERVICES**

Wenatchee School District  
PO Box 1767  
Wenatchee, WA 98807

**BETWEEN**

North Central Educational Service District 171  
(Hereinafter referred to as North Central ESD)  
430 Olds Station Road, Wenatchee, WA 98801

(509) 665-2610 FAX (509) 662-9027

(Hereinafter referred to as Contracting Agency)

In consideration of the promises and conditions contained herein,  
North Central ESD and Contracting Agency do mutually agree as  
follows:

**DUTIES OF THE North Central ESD, EFFECTIVE DATE, AND DURATION**

North Central ESD shall perform the following duties to the satisfaction of Contracting Agency or its designee:

- A. General objective(s) of this contract shall be: **SEE ATTACHMENT "A"**
- B. North Central ESD will complete any additional documents required by this contract.
- C. Following its approval by the authorized signatory for the Contracting Agency this agreement shall commence and be effective for the period beginning 8/15/18 and ending 8/14/19, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

**DUTIES OF THE CONTRACTING AGENCY**

In consideration of the North Central ESD's satisfactory performance of the duties set forth herein and submission of a properly completed claim form, the Contracting Agency shall compensate the North Central ESD as shown below.

Contract Fees	Description of Service	Total
\$ 21,450.00	2018-19 Teacher of the Visually Impaired for 30 days at \$715 per day.  Mileage will be billed separately.	\$21,450.00

DS  
SW 1226  
 North Central ESD Budget Account Code

DS  
LR

In witness whereof, the Contracting Agency and the North Central ESD have read, understand, and executed this entire agreement.

**North Central ESD's Signature and Certification**

**Contracting Agency's Signature and Certification**

Linda McKay  
 Assistant Superintendent June 5, 2018 | 10:46 AM PDT  
Michelle Price  
 North Central ESD Superintendent June 5, 2018 | 8:25 PM PDT

Authorized Signatory for Contractor

**Original copy to be signed and returned to North Central ESD Business Office prior to the commencement of services.**

Federal Tax ID No. 91-0923400  
Business License No. UBI 600-087-495, State of Washington

(See Sections XII and XIII on reverse for information on backup

withholding certification and explanation of option to void.)



**I. PAYMENTS**

- A. All payments to the NCESD shall be conditioned upon:
  - 1. Submission of a properly prepared claim form which supports that performance has been rendered for which payment is requested and
  - 2. Performance is to the satisfaction of the Contracting Agency or its designee, provided that approval shall not be unreasonably withheld.
- B. Interim payments during the contract are allowed as specified.

**II. PROHIBITION AGAINST ASSIGNMENT**

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

**III. OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION**

This section is intentionally left blank.

**IV. COPYRIGHT**

The NCESD shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to the NCESD.

**V. INDEMNIFICATION**

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of NCESD or its employee's(s') or agent's(s') performance or failure to perform duties pursuant to the agreement, shall be the NCESD's sole obligation and the NCESD shall indemnify and hold harmless the Contracting Agency in full for any and all such acts or failures to act on the part of the NCESD or its employee(s) or agent(s).

**VI. MALPRACTICE INSURANCE**

All individuals providing services to minors must have valid malpractice insurance coverage. Upon request by North Central ESD, individuals must be able to show evidence of such coverage.

**VII. TERMINATION**

Either the NCESD or the Contracting Agency can initiate termination of this contract with or without reason upon 30 days written notice to the other party. The notice shall specify the date of termination. In the event of termination by Contracting Agency, NCESD shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

**VIII. VERBAL AGREEMENTS**

This written agreement constitutes the mutual agreement of NCESD and the Contracting Agency in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

**IX. APPLICABLE LAW**

This agreement shall be governed by the laws of the State of Washington. Venue for this contract will be Chelan County of the State of Washington.

**X. NONDISCRIMINATION**

No person shall on the ground of race, creed, color, national origin, marital status, handicapping condition, or sex be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this agreement.

**XI. BACKGROUND CHECKS**

Employees of the NCESD who may during the activities of this contract, work with persons under the age of 16 years shall, as part of this contract, complete background check forms submitted by NCESD.

**XII. CONFLICT OF INTEREST**

This section is intentionally left blank.

**XIII. FEDERAL BACKUP WITHHOLDING INFORMATION/OPTION TO VOID**

This section is intentionally left blank.

**XIV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY**

If federal funds are the basis for this contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

**XV. SIGNATURES**

Contracting Agency and/or Contracting Agency's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Contracting Agency so identified to the foregoing agreement.

Initial \_\_\_\_\_

ATTACHMENT "A" – CONTRACT # 2018-034

NCESD will host the contract for special education itinerant staff for the 2018-19 school year to provide services to your district. The district will reimburse NCESD for these services. Travel will be billed separately. The following page is a breakdown of services.

NCESD will do the following:

- Recruit, hire, supervise and evaluate itinerant staff. This will include contact with district special education director as needed.
- Assure school district is informed regarding itinerant staff schedules.
- Provide continuing professional development for itinerant staff.
- This contract may be amended by mutual agreement by NCESD and/or the school district with additional days of service.

Initial \_\_\_\_\_

NORTH CENTRAL EDUCATIONAL SERVICE DISTRICT 430 OLDS STATION ROAD, WENATCHEE, WA

PREPARED FOR:  Wenatchee School District PO ox 1767 Wenatchee, WA 98807	Prepared by: Kevin Risdon Leanne Lafferty  P 509.665.2630 F 509.662.9027
---	---

**2018-19 SPECIAL EDUCATION ITINERANT STAFF** **CONTRACT # 2018-034**

<b>CONTRACT FEE</b>	<b>DESCRIPTION OF SERVICES</b>	<b>Budget</b>	<b>TOTAL</b>
\$715 per day	TVI for 30 days	1226-27	\$21,450.00
			<b>TOTAL \$21,450.00</b>
	mileage is billed separately		





AAAAACL72LAL

AAAAACL72LAL

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Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:

U.S. and Canada: +1 888 258 1788, +1 206 734 3204  
London: +44 330 822 0103  
Singapore: +65 3158 6507  
Australia: +61 284 172 358

From:	Brian Flonas, Superintendent
Envelope Subject:	Please DocuSign: Wenatchee School District, 2018-034
Attachments to Fax:	
Envelope ID:	8df1df00-24ed-41b3-87a6-800b890bcccd
Sender Account Name:	North Central ESD
Number of Pages: (Including cover page)	_____

DocuSign Customer Support: <https://support.docusign.com>

Note:

Fax transmissions take approximately one minute per page faxed.

This page may only be used once. If you would like to fax again, you must print a new cover page.

AAAAACL72LAL

AAAAACL72LAL

## Contract Request Form

Non-Federal

Please submit this form with your **unsigned** contract to Denise Watson 2 weeks before the School Board meeting. Upon review and approval, the contract 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 Fones, Jon DeJong, Larry Mayfield, or the School Board.

Is this contract <b>New</b> (we do not have a current contract with them), a <b>Renewal</b> (same contract - extending length time) or a <b>Revision</b> (something added, removed or changed from the original).	New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Revision <input type="checkbox"/>
---	--

**Cost of Contract** - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds, **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Cost of Contract: \$14,850.00 Or Revenue: N/A Budget code: 2100 26 7000 000

Contract is scheduled to begin: Date of Execution <input type="checkbox"/> or Specific Date: <u>6/15/18</u>	Contract is scheduled to end: Active until terminated <input type="checkbox"/> or Specific Date: <u>6/15/19</u>
---	---

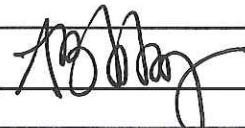
**Contract Details:**  
 Brief Description/Purpose  
 (If this is a revision what changed:)

ADA Service - Real-time transcription for hearing impaired student attending Wenatchee High School during the 2018-19 school year. We will provide 90 minutes @\$55.00 per hour.

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

Agency Name Intellitext, LLC  
 Attention: Randi Castro Owner  
 Street address or PO Box 10580 N McCarran Blvd., Suite #115-571  
 City, State, Zip Code Reno, NV 89503  
 Email Address admin@intellitext.us  
 Phone Number 775-338-4436

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

Contract Requested By: <u>Annika Bibby, Asst. Director</u> <small>Print/Type Name</small>	Signature: 
--	--

I have read this contract and recommend it for board approval.	
Requesters Administrator: _____ <small>Print/Type Name</small>	Signature: _____

Reviewed by: <u>Larry Mayfield</u> <small>(District Office) Print/Type Name</small>	Signature: 
--	--

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this "Agreement"), is made and entered into as of this 15th day of June 2018 (the "Effective Date") between Intellitext LLC, a Nevada limited liability company ("Company") and Wenatchee Public Schools ("Client").

### WITNESSETH:

**WHEREAS**, Company's primary business is providing remote transcription services for the deaf/hard of hearing; and

**WHEREAS**, Client wishes to engage Company and Company is willing to provide and perform the services for Client as described in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, warranties and agreements contained in this Agreement, the Parties hereby agree as follows:

### ARTICLE I SERVICES

Client hereby engages Company and Company hereby accepts Client's engagement, to provide the Services to Client as defined herein. Services shall be remote real-time transcription services for Deaf and hard of hearing students as indicated by administration at Wenatchee Public Schools.

### ARTICLE II COMPENSATION

As compensation for the Services, Client shall pay an hourly rate of fifty-five dollars (\$55) per hour for remote services with a one (1) hour minimum per class, charged in fifteen (15) minute increments. No extra time is charged to edit and email transcript or for tech assistance.

Company will submit invoices to Client biweekly. All invoices are due within thirty (30) days of receipt.

If deemed necessary by both parties, Company will rent external microphone and/or reader device to Client at no charge upon signing of rental agreement. Client is responsible for microphone while under rental agreement period. Total value of external microphone is ninety dollars (\$90) and value of reader device will be determined in rental agreement. Rental agreement will end upon successful return of microphone to address indicated on return shipping label.

Company requires twenty-four (24) hours' notice from the start time of class on cancelled Services. If adequate notice is not given, Client will be charged for the scheduled transcription time with a one (1) hour minimum per class. Cancellation must be made via email to [admin@intellitext.us](mailto:admin@intellitext.us) or via text to (775) 526-0350 for cancellation notification to be valid.



Transcribers will wait twenty (20) minutes per class in the event of a student no show. If no contact is received from student, teacher, or Wenatchee Public School's Special Education office within twenty (20) minutes of the class or event start time, transcriber will be excused and Company will charge for the full scheduled time with a one (1) hour minimum.

Client is responsible for stable internet at Client's location.

### **ARTICLE III**

#### **INDEPENDENT CONTRACTOR**

Company is an independent contractor and is not an agent or employee of Client. Company has no authority to bind Client by contract or otherwise without Client's prior written authorization. Company will perform the Services under the general direction of Client, but Company will determine, in Company's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Company shall at all times comply with applicable law. Client has no right or authority to control the manner or means by which the Services are accomplished. Company agrees to furnish all tools and materials necessary to accomplish the Services and shall incur all expenses associated with the Services.

### **ARTICLE IV**

#### **CONFIDENTIAL INFORMATION AND CLIENT PROPERTY**

Company may acquire information and materials from Client and knowledge about the Client including, but not limited to, student profile information (collectively "Confidential Information"). Confidential Information will not include (i) any information which is or becomes part of the public domain through no fault of Company, or (ii) any information which Client regularly gives to third parties without restriction on use or disclosure. Company agrees to hold all such Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing the Services, and not to disclose it to others, except by inclusion in the written report.

### **ARTICLE V**

#### **TERM**

This Agreement shall have a term commencing on June 15, 2018 and continuing until June 15, 2019 ("Term").

Client is granted the option to renew this Agreement for an additional one (1) year term provided that notice of exercise of said option is given by Client to Company at least one (1) month prior to expiration of this Agreement. All provisions of this Agreement applicable to the original term thereof shall apply with equal force to the extended term, unless Client and Company mutually agree to renegotiated terms.

This agreement may be revoked without cause by either party by notifying the other party in writing at least ninety (90) days in advance of the effective date of the termination specified in such

notice.

**ARTICLE VI**  
**DISCLAIMER OF WARRANTY AND INDEMNIFICATION**

EXCEPT AS OTHERWISE PROVIDED BY THIS AGREEMENT, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, THE SERVICES PROVIDED AND THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Company shall indemnify, defend, and hold harmless Client from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Company or any of its offices or employees, which may occur during or which may arise out of the performance of this Agreement. Company will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Client shall indemnify, defend, and hold harmless Company from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Client or any of its offices or workers, which may occur during or which may arise out of the performance of this Agreement. Client will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Client's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.0305 to \$100,000 per cause of action.

**ARTICLE VII**  
**MISCELLANEOUS**

1. Amendments. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the parties hereto. Each covenant and condition of this Agreement shall be binding on and inure solely to the benefit of the parties hereto and their respective successors, assigns, heirs, and legal representatives, including any entity with which either party may merge or consolidate or to which all or substantially all of its assets may be transferred.

2. Relationship of the Parties. Company and Client are separate and independent entities. The relationship between Company and Client is purely contractual. Company shall not be deemed to be the partner, agent or representative of Client, or vice versa. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, or agency. Neither party to this Agreement shall be liable for the debts or obligations of the other except as otherwise set forth in this Agreement.

3. Representations and Warranties. Each party represents and warrants to the other party that it is authorized to enter into this Agreement and to fully perform the undertakings set forth herein and that it is not a party to any other agreement or under any obligation or restriction which



would prevent it from entering into this Agreement or which would adversely affect this Agreement or the performance of the undertakings set forth herein.

4. Counterparts and Headings. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. All headings in this Agreement are inserted for convenience of reference only and shall not affect its meaning or interpretation.

5. Severability. Every provision of this Agreement is intended to be severable. If any article, sentence, clause, or phrase of this Agreement is illegal, invalid or unconstitutional for any reason whatsoever, such illegality, invalidity or unconstitutionality shall not affect the validity or legality of the remainder of this Agreement unless the Agreement without the illegal or invalid provisions unduly benefits one of the parties or such severance creates a material unanticipated liability exposure to one of the parties.

6. Applicable law. This contract is subject to the law of the State of Nevada. Any possible court actions are to be litigated in Washoe County.

7. Entire Agreement. This Agreement contains the entire Agreement between Company and Client with respect to the transactions contemplated herein.

**IN WITNESS WHEREOF**, Company and Client have executed this Agreement as of the date first above written.

**Client**

For Wenatchee Public Schools

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

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

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

**Company**

Intellitext LLC, a Nevada  
limited liability company

By: Randi Castro

Title: Randi Castro, Owner

Date: June 15, 2018





Oliver, Regina <[oliver.g@wenatcheeschools.org](mailto:oliver.g@wenatcheeschools.org)>

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## Fwd: Services agreemeent

1 message

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Trisha Craig <[craig.t@wenatcheeschools.org](mailto:craig.t@wenatcheeschools.org)>  
To: Oliver Gina <[oliver.g@wenatcheeschools.org](mailto:oliver.g@wenatcheeschools.org)>

Thu, Aug 23, 2018 at 11:23 AM

Can you do a contract for this we will only be using it 90 minutes a day. Thank you!

----- Forwarded message -----

From: **Carvitto, Justin** <[carvitto.justin@wenatcheeschools.org](mailto:carvitto.justin@wenatcheeschools.org)>  
Date: Tue, Aug 21, 2018 at 7:55 AM  
Subject: Fwd: Services agreemeent  
To: Trisha Craig <[craig.t@wenatcheeschools.org](mailto:craig.t@wenatcheeschools.org)>

Trish,

Here is the service agreement for the speech to text service for Macey Pitcher at WHS. She would have the service everyday on:

"A" days: 1st & 4th period

"B" days: 1st, 3rd & 4th

Thanks!  
Jc

Hi Justin!

We can bill every 2 weeks or monthly, depending on your school's preference. Every 2 weeks is the most common choice.

If she is absent, she or her guardian can email or text us to let us know if you're comfortable with that. Otherwise, we would have to wait for your department to open to hear from you. Keep in mind that we have a 24 hour cancellation policy, so cancellations under that amount of time are billable.

If we don't hear about an absence, the transcriber will log in and wait 20 minutes. We then write your department to let you know that the student was a no-show so that you can check in with her if you haven't heard from her, either.

I will put together our services agreement right now and email it to you. Expect that in your inbox in the next 20 minutes or so.

Thanks for shipping off the iPad! I appreciate that.

Just let us know once you have the schedule finalized and we will be happy to get the classes scheduled!

### **Randi (Hecht) Castro**

Owner | [Intellitext](#)

(775) 338-4436 (text/phone)

Providing real-time communication access

*Note: For urgent needs and scheduling requests, please email [admin@intellitext.us](mailto:admin@intellitext.us). Thank you!*

On Fri, Jun 15, 2018 at 12:30 PM Carvitto, Justin <[carvitto.justin@wenatcheeschools.org](mailto:carvitto.justin@wenatcheeschools.org)> wrote:

I have a quick question about how billing looks and how its tracked. Is it a monthly statement? What if the student is absent? Our student has identified 3 classes where she wants speech to text and first period (8:00am) is one of these classes. So we might not know she is absent until the bell rings.

I did put your ipad into shipping today and I'll be keeping the mic over the summer (thanks Randi) incase our kids wants to use it in the fall.

Justin

---

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--  
**Trisha Craig**  
Special Education Director  
Wenatchee School District  
509-663-7117

If you would like to book an appointment please use this link to make an appointment [Youcanbookme](#)

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---

 **Wenatchee Public Schools - Intellitext Contract.pdf**  
306K





## Contract Request Form

Non-Federal

Please submit this form with your **unsigned** contract to Denise Watson 2 weeks before the School Board meeting. Upon review and approval, the contract 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 Fones, Jon DeJong, Larry Mayfield, or the School Board.

Is this contract **New** (we do not have a current contract with them), a **Renewal** (same contract - extending length time) or a **Revision** (something added, removed or changed from the original).  
 New  Renewal  Revision

**Cost of Contract** - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds, **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Cost of Contract: \$13,479.54 Or Revenue: N/A Budget code: \_\_\_\_\_ PO \_\_\_\_\_  
 or PO# \_\_\_\_\_

Contract is scheduled to begin: <b>Date of Execution</b> <input type="checkbox"/> or Specific Date: <u>8/1/18</u>	Contract is scheduled to end: <b>Active until terminated</b> <input type="checkbox"/> or Specific Date: <u>7/31/19</u>
--	---

<b>Contract Details:</b> Brief Description/Purpose (If this is a revision what changed:)	The WSD (Licensee) wishes to purchase a license to products provided by Pearson Assessment. Pearson is the Licensor of various assessments of cognitive ability, academic and speech/language ability, occupational and physical ability and offers these products to its customers via a digital product known as Pearson Digital Assessment Library for Schools.
--	--

### Agency Contact Information (to whom & where contract needs to be mailed)

Agency Name: Pearson Assessment  
 Attention: Managing Director  
 Street address or PO Box: 19500 Bulverde Road  
 City, State, Zip Code: San Antonio, TX 78259  
 Email Address: dee.mullen@pearson.com  
 Phone Number: 800-627-7271

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

Contract Requested By: <u>Trisha Craig</u> <small>Print/Type Name</small>	Signature: <u><i>Trisha Craig</i></u>
I have read this contract and recommend it for board approval.	
Requesters Administrator: <u>MARK HELM</u> <small>Print/Type Name</small>	Signature: <u><i>Mark Helm</i></u>
Reviewed by: <u>Larry Mayfield</u> (District Office) <small>Print/Type Name</small>	Signature: <u><i>Larry Mayfield</i></u>
Attorney Review Needed: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date Completed: <u> / /</u>

8/21/18 DW

Pearson Assessment  
 P.O. Box 599700  
 San Antonio, TX 78259  
 Phone: 800-627-7271  
 Fax: 800-232-1223  
 Federal ID No: 41-0850527

**Quote / Proforma Invoice**

**Account Number:** 1017772  
**Document Number:** 99064  
**Document Date:** 01-JUN-2018  
**Expiration Date:** 01-AUG-2018

**Customer:** WENATCHEE SD 246

**Bill To:** WENATCHEE SD 246  
 235 SUNSET AVE  
 PO BOX 1767  
 WENATCHEE, WA 98801

**Ship To:** WENATCHEE SD 246  
 1001 CIRCLE ST  
 WENATCHEE, WA 98801

**Contact:** TRISHA CRAIG  
 craig.t@wenatcheeschools.org

Line	Product	Qty	Units	List Price	Discount %	Amount
1.1	DALSCOMPLETE - DAL-Schools-Complete	829	EACH	\$15.00		\$12,435.00

Payment Terms: Net 30

Subtotal: \$12,435.00  
 Charges: \$0.00  
 Taxes: \$1,044.54  
 (US Dollar) Total: \$13,479.54

**QUESTIONS? PLEASE CONTACT DEE MULLEN VIA EMAIL AT DEE.MULLEN@PEARSON.COM**

**PLEASE DIRECT YOUR PURCHASE ORDER TO AMY SCHOLLE (AMY.SCHOLLE@PEARSON.COM) AND KARINA ALARCON (KARINA.ALARCON@PEARSON.COM) WITH OUR SELECT ACCOUNTS TEAM FOR PROCESSING.**

Sales of Pearson Products by the Clinical Assessment group of Pearson, and the purchase and use of the Products by Customer, are conditioned upon acceptance of the published Terms and Conditions of Sale and Use of Pearson Products, and any applicable license agreements. The Terms and Conditions can be found in Pearson's catalogs, and at [www.pearsonclinical.com/](http://www.pearsonclinical.com/)



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), effective as of the date of signature of this Agreement, is by and between NCS Pearson, Inc., a Minnesota corporation, contracting through its Clinical Assessments business (“Pearson”), and the party signing as licensee below (“Licensee”).

**WHEREAS**, Pearson is the publisher of various assessments of cognitive ability, academic and speech/language ability, occupational and physical ability (single or multiple sets of assessments, a “Library” or “Libraries”), and offers these Libraries to its customers via a digital product known as Pearson Digital Assessment Library for Schools (together with a Library or Libraries, the “Product”); and

**WHEREAS**, Licensee wishes to purchase a license to the Product, and Pearson desires to license such Product to Licensee;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Upon the signing of this Agreement, Pearson grants to Licensee a limited, revocable license to access to the Product, via Pearson’s Q-Interactive and Q-Global platform(s), for Licensee’s unlimited use in assessing students within the Licensee’s district, whether for eligibility of services or progress monitoring (the “Licensed Use”). Unlimited use applies to the appropriate and intended use of an assessment as described in the specific assessment product’s administration manual. Any use or administration outside of the Licensed Use described in this paragraph is grounds for termination of this Agreement.
2. The Product licensed hereunder will be further defined in an addendum signed by the parties and attached to this Agreement (the “Addendum”) from time to time in the format of the attached Exhibit 1, incorporated into this Agreement by reference.
3. The Licensee may access and use the Product indicated in the Addendum solely for the Licensed Use and subject to the terms and conditions of this Agreement.
4. Licensee’s use of the Q-Interactive and Q-Global platforms is subject to the licenses located as follows:

Q-Interactive: <http://www.helloq.com/q-interactive-subscription-license.html>

Q-Global: <http://images.pearsonassessments.com/images/assets/qglobal/Q-global-License-agreement.pdf>

Such licenses may be updated or changed by Licensor from time to time without notice to the Licensee and any such updates or changes will inure to the benefit of this Agreement.

5. The Licensed Use specifically excludes the right to assess students not enrolled in Licensee’s district (with the exception of homeschooled students residing in Licensee’s district and students attending charter schools, private schools or other non-district schools for which the Licensee may be responsible for assessing), or to copy, distribute, translate, adapt, revise or reproduce the Product or the Libraries in any form, except as otherwise expressly provided herein.
6. The Licensee will take all necessary precautions to safeguard the Product and the Libraries by limiting access to only those individuals or agencies with a responsible, professional interest in the security of the Product and Libraries and who are appropriately qualified to access and administer the Libraries. Any access by third parties is prohibited unless the Licensee ensures that any such third parties are appropriately qualified and sign an agreement containing terms which are at least as restrictive as the terms contained in this Agreement.



7. All rights in the Product not granted to the Licensee by this Agreement are expressly reserved to Pearson.

8. (a) The rights granted herein will be for the period of time defined in the then-current signed Addendum (the "Term"), after which this Agreement and all rights to use the Product will cease. Any renewals require the written agreement of both parties in the form of a new Addendum specifying the Product and any Libraries licensed, the Term, and any related pricing. Any renewals will be based on the Licensee's then-current number of Individualized Educational Programs ("IEPs"), as reported to the Office of Special Education and Rehabilitation Services ("OSERS") either directly by the Licensee or through the Licensee's state offices, and Pearson's then-current license fee per each IEP, unless otherwise agreed to in writing between the parties.

(b) Pearson may terminate this Agreement with thirty (30) days' prior written notice to Licensee, or may terminate this Agreement if the Licensee fails to cure any material breach hereof, including without limitation a failure to perform its obligations under this Agreement or any misrepresentation of the correct number of IEP's for that current term, within thirty (30) days after written notice of such breach is given to the Licensee.

(c) Upon termination or expiration of this Agreement for any reason, Pearson will remove Licensee's access to the Product and all Libraries. Licensee will be required to backup or download any and all completed assessment reports from the Product and Pearson will delete any and all such reports Licensee has created during the Term from the Product platform and Pearson's hosting facility.

9. Licensee agrees to pay the license fee(s) set forth in the current Addendum for access to the specified Libraries and based on Licensee's current number of IEPs. Upon execution of this Agreement and any subsequent Addendum, Licensee will provide Pearson with a purchase order indicating its most current number of IEPs as reported to OSERS and the associated license fees as set forth on the Addendum, and Pearson shall bill Licensee appropriately. In the event of a discrepancy in the number of IEPs reported to Licensor and the number of IEPs reported to OSERS, Licensee shall be responsible for payment of fees associated with the difference. Licensee shall pay the fees within thirty (30) days of receipt of an invoice from Pearson. The Licensee is responsible for any taxes which Licensee is required by law to pay under this Agreement.

10. The rights granted herein are non-exclusive and non-transferable to any third party without prior written permission from Pearson.

11. The representative of the Licensee whose signature appears in this Agreement represents and warrants that he/she has full power to enter into this Agreement on behalf of Licensee.

12. (a) The Product provided to Licensee herein is provided "AS IS" and **PEARSON DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(b) PEARSON SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST FUNDING, LOST SAVINGS OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT, THE PRODUCT, OR OTHER ITEMS PROVIDED HEREUNDER, OR ARISING FROM THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF PEARSON FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE FEES PAID FOR THE PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS OR INJURY. Nothing in this paragraph will be deemed to limit Pearson's obligation for indemnification as set forth in Paragraph (c) below.

(c) Pearson will indemnify Licensee against any and all claims of infringement related to the Product licensed hereunder; provided that Pearson must be given prompt, written notice of the claim and allowed, at its option, to control the defense and settlement of any such claim. Pearson's obligations under this paragraph do not apply to any infringement arising out of the use of Product in combination with systems, equipment or computer programs not supplied by Pearson, or any unauthorized modification of the Product. In addition, if Licensee's use of the Product is restricted as the result of a claim of infringement, Pearson will, at its option, either: (a) substitute other equally suitable Product; (b) modify the allegedly infringing Product to avoid the infringement; (c) procure for Licensee the right to continue to use such Product free of the restrictions caused by the infringement; or (d) take back such Product, refund to Licensee the license fee previously paid for such Product depreciated on a straight line basis over twelve (12) months, and terminate Licensee's license to use such Product.

13. This Agreement and any Addendum or Product license(s) contains the entire agreement between the parties and there are merged herein all prior and collateral understandings and agreements. No amendment or modification of this Agreement will be valid unless in writing and signed by both parties.

14. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but which all together will be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via electronic means will be treated as original signatures for all purposes hereof and will have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

15. All notices and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within five (5) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

**To Pearson:**

NCS Pearson, Inc.  
Clinical Assessments  
Attention: Managing Director  
19500 Bulverde Road  
San Antonio, Texas 78259

**With a copy to:**

NCS Pearson, Inc.  
Legal Department  
Attention: Vice President and Senior Counsel  
19500 Bulverde Road  
San Antonio, Texas 78259

**To Licensee:**

Wenatchee School District 246  
Special Education  
112 South Elliott Avenue  
Wenatchee, WA 98801  
509.663.7117 Ext. 55103

Attention: Trisha Craig, Director Special Education  
craig.t@wenatcheeschools.org



Phone: 509.663.7117

16. Regardless of the place of its physical execution or performance, this Agreement will be governed by and interpreted under the laws of the State of Minnesota.



IN WITNESS WHEREOF, Pearson and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the date of the last signature below.

Licensee

NCS Pearson, Inc.

Wenatchee School District 246

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

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

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

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

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

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

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

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

Customer Address:  
Wenatchee School District 246  
Special Education  
112 South Elliott Avenue  
Wenatchee, WA 98801

**EXHIBIT A**  
**ADDENDUM**  
**to License Agreement**

During the Term (as defined below) and subject to the terms of the Agreement to which this Addendum is attached and any associated Product license(s), Licensee will have unlimited access to the Product and Libraries selected below on Pearson’s Q-Global and Q-Interactive digital platforms through new Licensee accounts to be established in association with this Addendum and the Agreement, at the license fee indicated.

**I. Term.**

This Addendum will be effective from August 1, 2018 through July 31, 2019 (the “Term”).\*

The Term may be renewed for subsequent periods by mutual agreement of the parties upon execution of a new Addendum between Licensee and Pearson.

**II. Library, License Fees.**

During the Term, the Libraries available to Licensee on Pearson’s Q-Global and Q-Interactive digital platforms and the associated license fees will be as follows [selected with an X]:

X	Libraries	Assessments Included	Price/IE P
	<b>Ability</b>	GRS, KABC-II (scoring/ reporting only), WAIS-IV, WISC-V, WPPSI-IV. Scheduled for release in 2017: WISC-V Spanish	\$6.00
	<b>Academic/ Achievement</b>	KTEA-3, WIAT-III, WRMT (scoring/ reporting only)	\$6.00
	<b>Psych (behavior, executive function, mental health)</b>	BASC-3, BYI-II, Vineland-3, CVLT-C, CVLT-II, D-REF, WMS-IV, select subtests from CMS, D-KEFS and NEPSY-II, and MACI, MAPI, M-PACI and MMPI-A-RF. Scheduled for release in 2017: SSIS-SEL, CVLT-3 and RBANS	\$5.00
	<b>SLP/ OT/ PT</b>	CELF-5, GFTA-3, KLPA-3, PPVT-4 and scoring and reporting for CELF-5 Meta and EVT-2. Scheduled for release in 2017: GFTA-3 Spanish	\$5.00
X	<b>Complete Library for Schools</b>	Includes all libraries and assessments identified above to be delivered through Q-interactive and Q-global	\$15.00

**III. License Fee Calculation.**

At the start of the Term, Licensee will pay to Pearson the license fee for the Library or Libraries indicated above multiplied by the most current number of reported Individualized Education Programs (IEPs) in place at Licensee’s district.

As of the signing of this Addendum, the Licensee’s most current IEP enrollment as reported to the Office of Special Education and Rehabilitation Services (“OSERS”) either directly by the Licensee or through the Licensee’s state offices is **829**.

A credit may be applied for any consumable digital inventory [licenses and subscriptions (to be pro-rated), report usages and subtest usages] existing in any active Q-interactive and/ or Q-global account associated with the Licensee, if so elected by the Licensee prior to entering into the License. If elected, the Licensee's existing accounts will be reviewed, the consumable digital inventory removed from the account, and a credit for such inventory issued within the first thirty (30) days of this Addendum and the Agreement.

ACKNOWLEDGED AND AGREED TO:

Licensee

NCS Pearson, Inc.

Wenatchee School District 246

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

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

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

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

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

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

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

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

**BILL TO ADDRESS:**

Wenatchee School District 246  
235 SUNSET AVE  
PO BOX 1767  
WENATCHEE, WA 98801

**The following account numbers will be governed by this agreement:**

---

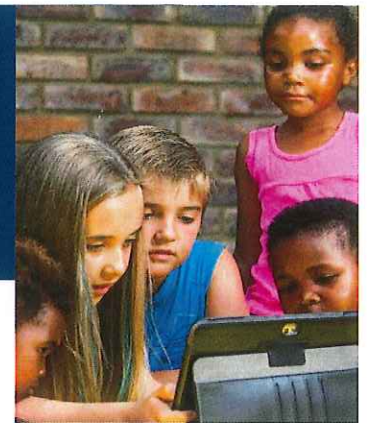
Q-interactive Account Number: \_\_\_\_\_

Q-global Account Number: \_\_\_\_\_



# Pearson Digital Assessment Library

## GOING DIGITAL HAS NEVER BEEN EASIER!



- > Want to improve diagnostic assessment outcomes for students?
- > Want to level out your assessment costs from year to year & simplify purchasing?
- > Ready for the benefits of assessing digitally—saving time & improving accuracy by digitally administering, scoring & reporting?

### Now's the time...

For a fixed, annual price based on the number of district **Individualized Education Plans\* (IEPs)** in place for students, your district can have a license to access and use

- Pearson's Digital Assessment Library for Schools and
- Easy-to-use systems to administer, score, and report/store assessment data

**for all student evaluations in the district, whether for eligibility or progress monitoring.**

Unlimited use allows your district to test all your referrals, including gifted, home, and charter school students,

- With whatever tests you need,
- As many times as you need to,
- Using as many examiners as you need to do it:

### All for the same, simple, annual price.

We deliver the Digital Assessment Library through [Q-interactive®](#) and [Q-global®](#), our digital systems with a library that offers you more than 30 renowned assessments.

**Q-interactive** is an intuitive, portable system that uses two iPads connected by Bluetooth®.

**Q-global** is our web-based system for self-administered or proctored assessments. Use it to administer, score, and generate reports for assessments, even with paper forms.

**How much did your district spend last year on diagnostic assessments?**

The library provides **unlimited use** of these systems and extensive training resources. The library covers Ability, Achievement, Behavior, Speech & Language, and Motor & Sensory. These assessments automatically upgrade to new editions as they're published. You'll see assessments that your district is already using—plus other assessments to help identify students in need of services, whether or not they qualify for an IEP.

The Digital Assessment Library may reduce what you're spending on assessments associated with your IEP evaluations by providing a complete library with unlimited use for a flat, annual price. Let us help you evaluate what access to Pearson's Digital Assessment Library can do for your district in the coming school year.

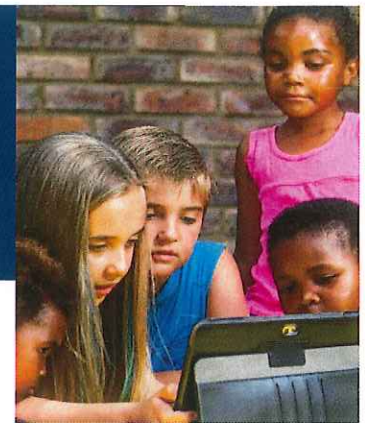
\* Reported annually by the district to the Office of Special Education and Rehabilitative Services (OSERS).



# Pearson Digital Assessment Library

## GOING DIGITAL HAS NEVER BEEN EASIER!

We include these assessments in the Digital Assessment Library for Schools.



Assessment Area	Assessment Name	Administer Digitally	Score/Report Paper Administration
Ability	GRS	X	X
	KABC™-II (score/report)	---	X
	WAIS®-IV	X	X
	WISC®-V	X	X
	WPPSI®-IV	X	X
	WISC®-V Spanish	X	X
Achievement	KTEA™-3 WRAT 5	X	X
	WIAT™-III	X	X
	WRMT™-III (score/report)	---	X
Behavior	BASC™-3*	X	X
	BYI™-II*	X	X
	Vineland™-3*	X	X
	SSIS-SEL*	X	X
Speech & Language	CELF®-5	X	X
	EVT™-2 (score/report)	---	X
	GFTA™-3/KLPA™-3	X	X
	GFTA™-3 Spanish	X	X
	PPVT™-4	X	X
Motor & Sensory	BOT™-2 (score/report)	---	X
	Sensory Profile®-2*	X	X
Executive Function	CMS® (select subtests)	X	---
	CVLT®-C	X	---
	CVLT®-II	X	---
	CVLT®-3	X	---
	D-KEFS™ (select subtests)	X	X
	D-REF	X	---
	NEPSY®-II (select subtests)	X	X
	WMS®-IV	X	X
	RBANS Update	X	---

For contracts beginning school year 2017-18, we will also include these adolescent mental health assessments: MACI®, MAPI®, M-PACI®, and MMPI-A-RF™.



are digital users of Clinical Assessments from Pearson

**\*These Q-global assessments include printable forms so you can print what you need, if administering digitally is not an option.**

Contact your local Pearson Clinical Assessment Consultant.

**Dee Mullen Clinical Education Consultant**  
**952.681.4179 dee.mullen@pearson.com**

800.627.7271

<http://www.pearsonclinical.com>



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ALWAYS LEARNING

Pearson Assessment  
 P.O. Box 599700  
 San Antonio, TX 78259  
 Phone: 800-627-7271  
 Fax: 800-232-1223  
 Federal ID No: 41-0850527

**Quote / Proforma Invoice**

**Account Number:** 1017772  
**Document Number:** 99064  
**Document Date:** 01-JUN-2018  
**Expiration Date:** 01-AUG-2018

**Customer:** WENATCHEE SD 246

**Bill To:** WENATCHEE SD 246  
 235 SUNSET AVE  
 PO BOX 1767  
 WENATCHEE, WA 98801

**Ship To:** WENATCHEE SD 246  
 1001 CIRCLE ST  
 WENATCHEE, WA 98801

**Contact:** TRISHA CRAIG  
 craig.t@wenatcheeschools.org

Line	Product	Qty	Units	List Price	Discount %	Amount
1.1	DALSCOMPLETE - DAL-Schools-Complete	908	EACH	\$15.00		\$13,620.00

Payment Terms: Net 30

Subtotal: \$13,620.00  
 Charges: \$0.00  
 Taxes: \$1,144.08  
 (US Dollar) Total: \$14,764.08

**QUESTIONS? PLEASE CONTACT DEE MULLEN VIA EMAIL AT DEE.MULLEN@PEARSON.COM**

**PLEASE DIRECT YOUR PURCHASE ORDER TO AMY SCHOLLE (AMY.SCHOLLE@PEARSON.COM) AND KARINA ALARCON (KARINA.ALARCON@PEARSON.COM) WITH OUR SELECT ACCOUNTS TEAM FOR PROCESSING.**

Sales of Pearson Products by the Clinical Assessment group of Pearson, and the purchase and use of the Products by Customer, are conditioned upon acceptance of the published Terms and Conditions of Sale and Use of Pearson Products, and any applicable license agreements. The Terms and Conditions can be found in Pearson's catalogs, and at [www.pearsonclinical.com/](http://www.pearsonclinical.com/)



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Non-Federal

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**All contracts require school board approval.**

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

Is this contract <b>New</b> (we do not have a current contract with them), a <b>Renewal</b> (same contract - extending length time) or a <b>Revision</b> (something added, removed or changed from the original).	New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Revision <input type="checkbox"/>
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**Cost of Contract** - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds, **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Cost of Contract: \$30,000.00 Or Revenue: N/A Budget code: 9700-68-7095-000  
or PO# \_\_\_\_\_

Contract is scheduled to begin: Date of Execution <input type="checkbox"/> or Specific Date: <u>9/1/18</u>	Contract is scheduled to end: Active until terminated <input type="checkbox"/> or Specific Date: <u>8/31/19</u>
---	--

Contract Details:  
Brief Description/Purpose  
(If this is a revision what changed:)

Client Service Agreement - Property and Casualty

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

Agency Name: PayneWest Insurance, Inc.  
 Attention: Daryl Ferguson  
 Street address or PO Box: 706 N. Chelan Ave  
 City, State, Zip Code: Wenatchee, WA 98801  
 Email Address: [dferguson@paynewest.com](mailto:dferguson@paynewest.com)  
 Phone Number: 509-662-5157 cell 509-670-1808

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

Contract Requested By: <u>Denise Watson</u> <small>Print/Type Name</small>	Signature: <u></u>
---	---

I have read this contract and recommend it for board approval.	
Requesters Administrator: <u>Larry Mayfield</u> <small>Print/Type Name</small>	Signature: _____

Reviewed by: <u></u> <small>(District Office) Print/Type Name</small>	Signature: <u></u>
Attorney Review Needed: Yes / <input checked="" type="radio"/> No	Date Completed: <u> / /</u>

8/21/18 DW



## Service Agreement- Property & Casualty

THIS SERVICE AGREEMENT is made effective the 1<sup>st</sup> day of September, 2018 ("Effective Date") by and between Wenatchee School District #246, having an office located at 235 Sunset Ave., Wenatchee, WA 98001 ("Client") and PayneWest Insurance, Inc., a Montana corporation having an office located at 706 N Chelan Avenue, Wenatchee, WA 98801 ("PayneWest").

### RECITALS

WHEREAS, PayneWest is duly licensed to engage in the insurance business for purposes set forth herein, and;

WHEREAS, Client desires to engage the services of PayneWest upon the terms and conditions hereinafter set forth;

NOT THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

#### I. TERM AND TERMINATION

The term of this Agreement shall commence on September 1, 2018 and shall terminate on September 1, 2019. The term may be extended by mutual written agreement of the parties. In the event of termination, PayneWest will assist Client in arranging a smooth transition process. However, PayneWest's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.

Notwithstanding the term of this Agreement, and except as otherwise provided in section V.b., either party shall have the right to terminate this Agreement upon 90 days' prior notice to the other.

#### II. OBLIGATIONS OF PAYNEWEST

PayneWest will provide the services set out on Exhibit A attached hereto (collectively, the "Services") to Client for the following lines of business: **Commercial Package** If the Services include the placement of insurance, PayneWest will use its commercial best efforts to secure such insurance coverages on the Client's behalf. In the event an insurance company cancels or refuses to place such insurance coverages, PayneWest will use its commercial best efforts to obtain the coverage from another insurance company.

#### III. OBLIGATIONS OF CLIENT

- a. Client shall pay PayneWest a fee of \$30,000. The annual fee payable and invoiced with the ~~2016~~ <sup>2018-19</sup> insurance premiums for consulting and other Services stated herein, which such fee may be revised at the time of renewal of this Agreement by the execution of an amendment to the Agreement signed by the parties hereto. If work is required to be performed in addition to the Services, Client agrees to compensate PayneWest for such additional work as negotiated and under addendum or separate written agreement. So long as the terms and conditions of the Services are substantially similar and PayneWest performance is acceptable, upon expiration of this agreement, in subsequent years the annual fee shall be negotiated, and shall be payable and earned as provided herein.





## Service Agreement- Property & Casualty

- b. Client will make available such reasonable information as required for PayneWest to conduct its services. Such data will be made available as promptly as possible. PayneWest understands that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement.
- c. Client agrees to notify PayneWest as soon as possible of any proposed amendments to the Agreement to the extent that the amendments would affect PayneWest in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for PayneWest to perform the services covered by this Agreement.

### IV. RECORD KEEPING

PayneWest will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

### V. DISCLOSURES

- a. In addition to such fees provided for herein, PayneWest may also receive investment income on fiduciary funds temporarily held by it such as premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers, and similar parties may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Any such fees or commission will not constitute compensation to PayneWest under section III above.
- b. PayneWest's fees under this Agreement shall be earned on the Effective Dates (and any renewal thereof), and Client shall pay PayneWest upon receipt of an invoice from PayneWest. Client is responsible for payment of premiums for all insurance placed by PayneWest on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of the Agreement that will allow PayneWest to immediately terminate this Agreement, at its option, without notice to Client.
- c. Where applicable, insurance coverage placements which PayneWest makes on Client's behalf may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state (s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by PayneWest on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of PayneWest consulting fees or commissions referred to herein.
- d. Contingent, supplemental, or bonus commissions. Some of the insurance companies PayneWest represents may pay it additional incentive commission, sometimes referred to as contingent, supplemental or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions would be in addition to any other compensation PayneWest





## Service Agreement- Property & Casualty

may receive. At your request, PayneWest will provide you with a detailed statement regarding our compensation on your account and how the compensation is calculated.

- e. PayneWest will not be operating in a fiduciary capacity, but only as Client's consultant, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise (s). PayneWest will seek to bind those coverages based upon Client's authorization; however, PayneWest can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so Client agrees to read all policies carefully.
- f. Client acknowledges that (i) PayneWest shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) PayneWest shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) PayneWest shall perform services pursuant to this Agreement in a non-fiduciary capacity.

### **VI. INDEMNIFICATION**

- a. PayneWest agrees to indemnify and hold Client harmless from any loss, cost, damage, or expense (including reasonable attorney's fees) arising from the negligent acts or omissions of PayneWest.
- b. Client agrees to indemnify and hold PayneWest harmless from any loss, costs, damage, or expense (including reasonable attorney's fees) arising from the negligent acts or omissions of Client, including any financial obligation to pay premiums to any insurance company.

### **VII. ENTIRE AGREEMENT**

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded. Subsequent amendments to this Agreement shall only be in writing signed by both parties.

### **VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.



Service Agreement- Property & Casualty

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

Wenatchee School District #246

PayneWest Insurance, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Kyle Lingscheit  
Its: CEO

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

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

Producer: Daryl Ferguson

Signed: *Kyle Lingscheit*

License # 12977



## Service Agreement- Property & Casualty

### **EXHIBIT A – SERVICES**

Subject to all other terms and conditions of this Agreement, PayneWest shall provide the following Services for the lines of coverage identified in Section II.

#### **Scope of Services**

- **Review your insurance needs with you**
- **Prepare insurance specifications and market your insurance coverages with appropriate carriers**
- **Review insurance policies for accuracy**
- **Prepare summaries of your insurance coverage**
- **Submit claims to the insurance carrier on your behalf and assist in the settlement of the claim when necessary**
- **Answer insurance-related questions which may arise**
- **Review insurance requirements in contracts when requested**
- **Issue insurance certificate as requested**
- **Disclose compensation received from carriers**



**RESOLUTION OF FINAL ACCEPTANCE OF  
CONSTRUCTION COMPLETION**

**WENATCHEE SCHOOL DISTRICT NO. 246**

**RESOLUTION 08-18**

**A Resolution of the Board of Directors certifying the  
Washington Elementary School New In Lieu of Modernization Project as complete.**

**WHEREAS**, the Wenatchee School District Board of Directors has received notification from TCF Architecture, that the Washington Elementary School New In Lieu of Modernization Project is complete in accordance with contract specifications and documents; and

**WHEREAS**, the Superintendent and Board have reviewed the project and concur;

**THEREFORE, BE IT RESOLVED** by the Wenatchee School District Board of Directors, that the work of the contractor, WLK Joint Venture is now complete.

Dated this 28<sup>th</sup> day of August, 2018, at a regular meeting of the Board of Directors, Wenatchee School District No. 246.

WENATCHEE SCHOOL DISTRICT NO. 246  
Board of Directors

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Attest:

\_\_\_\_\_  
Secretary to the Board

**RESOLUTION OF ACCEPTANCE OF  
BUILDING COMMISSIONING REPORT**

**WENATCHEE SCHOOL DISTRICT NO. 246**

**RESOLUTION 09-18**

**A Resolution of the Board of Directors accepting the Building Commissioning Report for the Washington Elementary School Replacement Project.**

**WHEREAS**, the Wenatchee School District Board of Directors has received the final Building Commissioning Report from MENG Analysis regarding the Washington Elementary School Replacement Project; and

**WHEREAS**, the Superintendent and Board have reviewed this report in its entirety and have noted the recommendations by the district's construction manager;

**THEREFORE, BE IT RESOLVED** by the Wenatchee School District Board of Directors, that the Building Commissioning Report for the Washington Elementary School Replacement Project is hereby approved.

Dated this 28<sup>th</sup> day of August, 2018, at a regular meeting of the Board of Directors, Wenatchee School District No. 246.

WENATCHEE SCHOOL DISTRICT NO.246  
Board of Directors

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Attest:

\_\_\_\_\_  
Secretary to the Board

**RESOLUTION OF FINAL ACCEPTANCE OF  
CONSTRUCTION COMPLETION**

**WENATCHEE SCHOOL DISTRICT NO. 246**

**RESOLUTION 10-18**

**A Resolution of the Board of Directors certifying the  
Castle Rock Special Education Learning Center Modernization Project as complete.**

**WHEREAS**, the Wenatchee School District Board of Directors has received notification from TCF Architecture, that the Castle Rock Special Education Learning Center Modernization Project is complete in accordance with contract specifications and documents; and

**WHEREAS**, the Superintendent and Board have reviewed the project and concur;

**THEREFORE, BE IT RESOLVED** by the Wenatchee School District Board of Directors, that the work of the contractor, WLK Joint Venture is now complete.

Dated this 28<sup>th</sup> day of August, 2018, at a regular meeting of the Board of Directors, Wenatchee School District No. 246.

WENATCHEE SCHOOL DISTRICT NO. 246  
Board of Directors

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Attest:

\_\_\_\_\_  
Secretary to the Board



**RESOLUTION OF ACCEPTANCE OF  
BUILDING COMMISSIONING REPORT**

**WENATCHEE SCHOOL DISTRICT NO. 246**

**RESOLUTION 11-18**

**A Resolution of the Board of Directors accepting the Building Commissioning Report for the  
Castle Rock Special Education Learning Center Modernization Project.**

**WHEREAS**, the Wenatchee School District Board of Directors has received the final Building Commissioning Report from MENG Analysis regarding the Castle Rock Special Education Learning Center Modernization Project; and

**WHEREAS**, the Superintendent and Board have reviewed this report in its entirety and have noted the recommendations by the district's construction manager;

**THEREFORE, BE IT RESOLVED** by the Wenatchee School District Board of Directors, that the Building Commissioning Report for the Castle Rock Special Education Learning Center Modernization Project is hereby approved.

Dated this 28<sup>th</sup> day of August, 2018, at a regular meeting of the Board of Directors, Wenatchee School District No. 246.

WENATCHEE SCHOOL DISTRICT NO.246  
Board of Directors

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Attest:

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Secretary to the Board