

**Wenatchee School District No. 246**  
**Wenatchee, Washington**  
**Minutes of June 24th, 2008 Regular Board Meeting**

Board

Jesús Hernández, President  
Chuck Largent, Vice President  
Laura Jaecks  
Walter S. Newman

Staff

Brian Flones, Superintendent

**EXECUTIVE SESSION:**

Jesús Hernández opened the regular board meeting at the Central Office at 6:00 p.m., and immediately went into an executive session with this statement.

*– The school board will enter into executive session in accordance with board policy 1410 and RCW 42.30.110 (Section A) to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price. And to review the performance of a staff member (Section E). No action will be taken.*

**REGULAR MEETING – 7:00 p.m.**

Jesús Hernández opened the regular board meeting at the Central Office at 7:05 p.m., with the Pledge of Allegiance. Kevin Gilbert was excused from the meeting due another commitment.

**I. CONSENT AGENDA**

Jesús Hernández asked for a motion to approve the consent agenda, motion made and seconded and the motion carried unanimously.

1) **MINUTES** of the Regular Board Meeting on June 10<sup>th</sup>, 2008.

**2) PERSONNEL REPORT:**

PREPARED BY: Steve Cole, Assistant Superintendent of Human Resources

SUBJECT: **PERSONNEL REPORT June 24, 2008**

**APPOINTMENTS**

We ask the Board to appoint:

Classified:

- Patsy Everson-Stewart: Para Educator for 4.0 hours per day at FMS, effective September 1, 2008;
- Melinda Keeler: Summer Day Camp Custodian for 4.0 hrs/day, effective June 19, 2008 through August 29, 2008;
- Nichole Tobin: Science Assistant for 8.0 hrs/day at WSD, effective September 1, 2008;

Certificated:

- Mario Avila: 1.0 FTE Grade 4 Bilingual Teacher at MV, effective September 1, 2008;
- Wendi Clayson: 0.5 FTE Kindergarten Teacher at WA, effective September 1, 2008 through June 30, 2009;
- Keith Collins: Principal at WA, effective July 1, 2008;
- Marta Guerrero: 1.0 FTE Grade 5 Bilingual at LIN, effective September 1, 2008
- Kelli Ottley: 1.0 FTE Counselor at OMS, PIO, and FMS, effective August 8, 2008

**CHANGE OF STATUS**

We ask the Board to approve:

Classified:

- Tina Hammons: Change from Para Educator for 4.0 hrs/day at NBY and Family Advocate for 4.0 hrs/day at FMS to Family Advocate for 4.0 hrs/day at NBY and Family Advocate for 4.0 hrs/day at FMS, effective March 5, 2008;
- Bob King: Change from District Coordinator of Safety & Security to Director of Safety & Security, effective July 1, 2008;
- Keesha Knutson: Change from Daycare Coordinator to Director of Childcare Program, effective July 1, 2008;
- Cynthia Truscott: Change from 1-on-1 Para Educator at WA for 6.0 hrs/day to Secretary/Para Educator at OLDS for 7.3 hrs/day, effective September 1, 2008;
- Jonathan Yow: Change from Driver for FS for 8.0 hrs/day to TRA and Business TRA at WHS for 6.0 hrs/day, effective September 1, 2008;

Certificated:

- Ron Brown: Change from Technology Coordinator to Director of Instructional Technology and Assessment, effective July 1, 2008;
- Gayle Cunningham: Change for an additional 0.5 FTE Math Teacher at OMS, effective September 1, 2008 through June 30, 2009;
- Kelley Fryhover: Change for a reduction to 0.5 FTE Grade 6 Core at FMS, effective September 1, 2008;
- Chet Harum: Change from Principal at WSHS to Executive Director of Student and Support Services, effective July 1, 2008;
- Teresa Heinz: Change from 0.5 FTE Grade 4 Teacher and 0.5 FTE Intervention Specialist at NBY to 1.0 FTE Grade 5 Teacher at LIN, effective September 1, 2008;
- Rosemary Tiffany: Change from 0.5 FTE Bilingual Kindergarten Teacher at L&C and 0.5 FTE Spanish Literacy Coach at WSD to 1.0 FTE Bilingual Kindergarten Teacher at L&C, effective September 1, 2008;

**LEAVE OF ABSENCE**

The following employees have requested Leaves of Absence:

Certificated:

- Tracey Reese: 1.0 FTE PE Teacher at FMS, effective June 4, 2008, through June 13, 2008;

**RETURN FROM LEAVE OF ABSENCE:**

The following employees have returned from their Leaves of Absence:

Classified:

- Roma Pena: Return to Custodian at LIN, effective June 9, 2008.

Certificated:

- Jenelle Bailey: Return to 1.0 FTE Science Teacher at FMS effective June 2, 2008;

**RESIGNATION**

Classified:

- Kumchu Dickenson: Accompanist at PIO and FMS, effective June 11, 2008;
- Joanne Neel: TRA at TECH and SS, effective June 20, 2008;

**RETIREMENT**

The following employees have announced their Retirement:

Classified:

- Sheryl Twombly: has worked for the District since 1987, effective June 18, 2008;

**RETIRE/REHIRE**

The following employees are Retired and Rehired on a Non-Continuing contract:

Certificated:

- Ole Hedahl: 1.0 FTE Bilingual Math Teacher at WHS, effective September 1, 2008 through June 20, 2009

**CORRECTION**

Nancy Mowat: resigned a 0.167 Challenge position and will continue as a 1.0 FTE Teacher-Librarian at FMS.

**SUPPLEMENTAL ASSIGNMENTS FOR THE 07-08 SCHOOL YEAR**

The following persons are recommended for employment tendered for Supplemental Contract for the 2007-2008 school year:

Columbia Elementary

Fay Crawford Leadership

John Newbery Elementary

Patti Eggleston Leadership

Lewis & Clark

Alfonso Lopez Leadership

Lincoln Elementary

Tim Sheppard Leadership

Mission View

Jeff Jaeger Leadership

Sunnyslope Elementary

Mark Goveia Leadership

Washington Elementary

Terry Gillespie TRT Tech.

Kevin Pearl Leadership

Foothills Middle School

Addie Guerera #'s Girls Soccer

Chad Morgan Leadership

Josh Robins #'s Boys Soccer

John Waldren Leadership

Orchard Middle School



## **II. RECOGNITION:**

### **WHS Heart of the Panther Award:**

WHS Assistant Principal Gracie Helms presented the award to Susan Ballinger for all her community support and the time and effort she has so generously given to help students.

WHS Assistant Principal Gracie Helms' presentation:

- Each year Wenatchee High School Administration has the privilege to award what we consider 5 of the most prestigious awards - The Heart of the Panther Awards
- 3 are given to students for:  
attitude, involvement, extra effort
- 1 is given to a staff member  
Super-Staff
- 1 is given to an individual or business  
Community Support
- The Heart of the Panther for Community Support is awarded to an individual or business that has gone above and beyond the normal call of duty to Support Wenatchee High School.
- This year's recipient is Susan Ballinger. Susan, along with International Languages teacher Jon Magnus, started the ***Wenatchee High School College Mentorship Program*** in 2004.
  - Students meet throughout the year with an adult mentor to learn about and then complete college, financial aide and scholarship applications. They also receive help writing personal essays.
  - During the 2006-2007 school year 22 students participated in the college mentor program. As a group they received a total of \$25,800 in scholarships and financial aide. 18 of them enrolled in post secondary schools at either a 2 or 4 year college.
  - This year 20 students participated and as a group they received **\$42,300 in scholarships.**
  - Susan has given her time and knowledge and poured it unselfishly into the College Mentor Program at WHS. She has never received or sought any monetary compensation or recognition. She does it because she cares about kids and this community. She has done this humbly.
  - Thank you for laying the foundation and "giving the keys to students" which will open doors to their future. We appreciate you.

Susan thanked everyone and the board congratulated her for all she has done to support WSD.

**III. CITIZENS COMMENTS:** Jo Lowe, a WHS parent and member of WHS Parent group, wanted to give kudos to the district for getting all the grades online so parents could check on their students more easily. Mr. DeJong gave credit to the Principals and staff for making the extra effort to accomplish that and thanked Ms. Lowe for appreciating their efforts.

**IV. ASB REPORT:** None

## **V. SPECIAL PRESENTATIONS/REPORTS:**

1) Recreation Park Lease – Memo of Understanding with City of Wenatchee

Superintendent Flonas presented the Memorandum of Understanding to the board for their approval. The board did not have time to review and have their questions answered about the legalities of the document. President Hernandez explained that it was his understanding that this is a very tentative agreement allowing to only discuss the issue concerning Recreation Park. Mr. Flonas added that this will give time for the neighborhood to look at the plans and for us to collect their input. It would also give the community a look at the overall Recreation Park project and allow the effort for funding to take place in time for the legislative session. President Hernandez thanked Bryan Visscher and BJ Kuntz for their communications to the board concerning this project. Some of those present had dialogue with the board members, in an effort to help clarify the purpose of the Memorandum of Understanding and the legalities of a "Good Faith Agreement". A motion could not be made and seconded due to the absence of one board member and board member Laura Jacks abstaining due to her affiliation with the city parks department, also a board member was not comfortable in voting until further discussion with our legal counsel. After Mr. Flonas answered as many of their questions as possible he suggested to have WSD legal counsel present at the next board meeting or at a special board meeting, possibly on the same night as the Facilities meeting, July 1, 2008. Everyone agreed to move the July 8<sup>th</sup> board meeting to July 1, 2008 prior to Facilities meeting at 6 p.m. and have legal counsel present to answer the board's questions.

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made \_\_\_\_\_, 2008, between the City of Wenatchee, a municipal corporation ("the City") and Wenatchee School District No. 246, a municipal corporation ("the District").

**RECITALS:**

- A. The District owns Recreation Park.
- B. The District and the community would benefit if modifications, improvements, and redevelopment were made to Recreation Park.
- C. Wenatchee Baseball Club, LLC, d/b/a Wenatchee Apple Sox, has expressed interest in using Recreation Park as its home field if Recreation Park was improved, modified, and redeveloped.
- D. The District and the City are working cooperatively in the Pioneer Master Planning process which is looking comprehensively at all Pioneer School, Triangle and Pioneer Park facilities.
- E. The City is interested in leasing Recreation Park from the District and is willing to assume responsibility for managing Recreation Park during its use by Wenatchee Baseball Club, LLC.
- F. The City is willing to facilitate the improvement, modification and redevelopment of Recreation Park and is allocating staff to pursue grant resources for this purpose.
- G. The District is interested in leasing Recreation Park to the City for athletic events and/or community use, and in having the City assume responsibility for managing Recreation Park during its use by Wenatchee Baseball Club, LLC and assist in facilitating the improvement, modification and redevelopment of Recreation Park.
- H. The District will seek input from the Public and adjoining property owners in deciding how best to improve, modify and redevelop Recreation Park.
- I. The District and the City acknowledge and understand that this Memorandum of Understanding does not contain all of the terms and conditions to be included in the Lease or any other agreement between them with respect to these matters.
- J. The parties understand and acknowledge that this Memorandum of Understanding is not legally binding and will not be specifically enforceable and that there will be no binding and enforceable agreement between the parties until they have finalized and signed a Lease or other comparable agreement.
- K. The City and the District understand and acknowledge that any Lease or other agreement between them would be subject to approval by the Wenatchee City Council and the Wenatchee School Board of Directors, respectively, and further subject to compliance with all applicable laws, including without limitation RCW 39.33 and/or RCW 28A.335.

The parties agree as follows:

- 1. The City and the District agree, in good faith, to pursue discussions and negotiations regarding the lease of Recreation Park from the District to the City on terms and conditions agreeable to both parties.

DATED this \_\_\_\_ day of June, 2008.

CITY: CITY OF WENATCHEE

By \_\_\_\_\_

DENNIS JOHNSON, Mayor

DISTRICT: WENATCHEE SCHOOL DISTRICT NO. 246

By \_\_\_\_\_

BRIAN FLONES, Superintendent

## 2) Pre-Budget Report

Mr. Vandervort, Chief Financial Officer presented the Preliminary Budget for 2008-09 to the board. He first covered the Summary of the budget:

- 1. Expenditures exceed Revenues \$1,951,283.
- 2. Program Expenditure Budget increase is 10.55% (\$69,267,031 to \$76,525,266)
  - First 7 reasons for increase were payroll related
    - 1. State Salary increases 5.13% for certified
    - 2. State Salary increases 4.47% for classified
    - 3. Health insurance increase of 3.5%
    - 4. Retiree subsidy for health insurance increased from \$57.71 per FTE to \$60.40 per FTE
    - 5. Retirement rate increases 28% to 45%
    - 6. Mandated payroll benefits increase of 9.7% to 18.5%
    - 7. NERC increases of 4.9%
  - All day kindergarten
  - Increase in Math and Science professional development
  - Science Coaching
  - Addition of Library funding
- 3. Major program with expenditures greater than revenue:
  - Special Education
  - Transportation

- Enrichment
  - 4. \$30,000 is budgeted to be transferred to the Transportation Vehicle Fund for bus purchases.
  - 5. Budget Cert staffing increase:
    - 5<sup>th</sup> grade classes
    - Special Ed Psych and K-5 self-contained
    - Middle School Counselor
    - Science Coordinator
    - Newbery all day kindergarten
    - Wenatchee High School Math, English, Orchestra, Social Studies
    - Special Programs
    - Communications Specialist
    - AVID, I-728, BEA
- Total FTE increases: 13.3
- 6. Enrollment 2008-09 BEA (Student FTE) 7,109.5 / With funded ADK 7,286  
Included in this report were the last four years, which are steady and looking good for this coming year.
  - 7. Definitions of the Revenue and Expenditure account #'s were given.

Discussion continued during the report covering energy costs at Sunnyslope, enrollment counts, cuts at the state level, if any. Mr. Vandervort provided carts and graphics to illustrate his report.

Included in the report:

- M&O Levy Assessment per \$1000 (eleven year chart)
- Cohorts M&O Levy rates for 2008
- Unreserved Fund Balance 1992-2008 percentage chart
- Fund Balance as % of Expenditures 2006-07 Cohorts
- WSD Levy & Bond assessment/debt chart
- WSD Bond Debt Service schedule
- Budget and Excess Levy Summary Fiscal Year 2008-09
- General Fund Financial Summary Fiscal Year 2008-09
  - Enrollment and Staff counts report
  - Summary of General Fund Budget
  - General Fund Budget and revenues and other financing sources
  - Expenditure by Program
  - Summary of General Fund expenditures by Object of Expenditure
  - Summary of General Fund expenditures by Activity
  - Summary of FTE Cert. and Class. Staff counts by Activity for FY 2008-09
  - Revenue Work sheet-General Fund- Local Excess Levies and Timber excise Tax
- Capital Projects Fund Report 2006-2009
- Debt Service Fund Report 2006-2009
- Transportation Vehicle Fund Report 2006-2009
- ASB Fund Report 2006-2009

After the board asked questions Mr. Vandervort moved into the May 2008 Budget Status Report.

### 3) May 2008 Budget Status Report –

Les Vandervort, Chief Financial Officer presented the following report:

Date: June 16, 2008

Re: **May 2008** Budget Status Reports

For each of the District's five funds, the budget status report shows the annual budget, the year-to-date revenues and expenditures, and the percent received/expended. The highlighted figure at the foot of each "Actual" column is the ending fund balance for that fund.

**GENERAL FUND** With **75%** of the fiscal year elapsed, Total General Fund revenues were **75.0%** and expenditures were **69.3%** of budgeted amounts.

The Unreserved fund balance of **\$3,868,556** is **5.585%** of budgeted expenditures. Restricted Fund Balance is set aside for inventory, carryovers in special programs, planned maintenance projects, and completion of bond projects.

The district's M&O Levy for 2008 collection is \$9,233,000.

The 2008 levy rate is \$3.08 per thousand dollars assessed value.

Excess capacity, levy, I-728, and special programs funds are set aside for key strategic initiatives:

1. Reducing student/teacher ratio in grades K-3
2. All-day kindergarten
3. Professional development for certificated and classified employees
4. Instructional coach model

5. Intervention support as extended day and summer school programs

**CAPITAL PROJECTS FUND** The ending fund balance of **\$330,583** is designated for remodeling, miscellaneous building projects, and specific projects.

Washington State University (WSU) paid the Wenatchee School District (WSD) **\$148,000** for leasing back property WSD bought from WSU.

**DEBT SERVICE FUND** The ending fund balance of **\$2,326,997** is reserved for payment of bond principal and interest payments which are due each December and June. Revenues consist primarily of property taxes, which are levied annually to provide adequate funds for the bond payments.

**ASB FUND** Revenues are **64.1%** of the amount budgeted for the year. Expenditures are at **70.2%** of the budget.

The Total Ending Fund Balance is **\$427,771**.

**TRANSPORTATION VEHICLE FUND** The ending fund balance of **\$160,775** is available for purchase of school buses.

There are three (3) new buses encumbered for 2008-09.

(EXCEL SPREADSHEETS WERE ALSO SUBMITTED)

Brief discussion followed about bond refunding rates and timing. Mr. Vandervort pointed out that the Capital Fund Projects Fund could change if a bond passes. The board thanked Mr. Vandervort for the two reports.

## **VI. OLD BUSINESS:**

### **1) Curriculum Adoption 2<sup>nd</sup> Reading**

#### **INSTRUCTIONAL MATERIALS COMMITTEE ADOPTION RECOMMENDATIONS**

The Instructional Materials Committee is recommending the Board approve the following material for district adoption. Second reading approval will be recommended.

*New Perspectives on Microsoft Office 2007 Windows XP*, by Thomson/Course Technology. To be used with grades 9-12 Business Computer Applications 2 (second semester). This replaces previous edition of Office XP. © 2008

*Teen Health Course 3*, by McGraw Hill/Glencoe. To be used at grade 8 Healthy Living Classes. © 2009

*United States History: Reconstruction to the Present*, by Prentice Hall. To be used at grade 11 U.S. History/American Studies classes. This replaces Glencoe, American Odyssey/The United States in the 20<sup>th</sup> Century. © 2008

*College Physics: A Strategic Approach*, by Pearson. To be used with grades 11-12 Advanced Placement Physics classes. This replaces Physics by Hecht. © 2007

*Spelling Connections*, by Zaner-Bloser. To be used with grades K-5 English literacy classrooms. © 2007

*Algebra Connections*, by CPM, (College Preparatory Math Educational Program). To be used with grades 9-12 Algebra. This replaces Glencoe Algebra. This will be adopted in English and Spanish versions. © 2006

Ms. Jodi Smith, Executive Director of Learning and Teaching presented to the board the following Adoption Materials. Ms. Smith introduced Ms. Pam DePersio, Orchard MS Healthy Living/Teen Leader teacher to answer any of the questions concerning the Teen Health Course 3 materials, and explain district policy and procedures concerning health education at the Middle School (8<sup>th</sup> grade level).

All board members present, Superintendent, Ms. Smith, WenEA President, Kriss Crilly and Ms. DePersio participated in the conversation. One board member voiced concern that the book does not contain any birth/STD control & protection methods other than to abstain. He, as a physician, believes some students are active at that age and we, as the school, need to teach them other means of birth control and protection against STD's. He said the students are getting erroneous information from My Space, M-TV, and U-Tube, to mention just a few bad sources. Ms. DePersio pointed out that there has not been a book available to the schools to use for 10 years and this is an excellent one that can cover many other areas of healthy living for teens. Supplemental materials are used when the sex education unit is taught. This is what publishers offer in the hard cover texts because so many school districts are diverse in their policies, this allows a good book with supplemental materials to match what the different school districts allow to teach. Extensive discussion continued on the different philosophies of sex education in the schools and what age to start the process. The parents have the opportunity to "opt-out" their student when that unit is taught, even as specific to "opt-out" for one day in the unit if desired by the parent. Ms. DePersio shared her personal experience in dealing with these issues with her students. The student can ask questions with anonymity and confidentiality of any sensitive issues are honored by the teaching staff. The more extensive text is covered at the 10<sup>th</sup> grade level. The Superintendent gave a brief history of the district's policy that was adopted by the board around the year 2000 addressing this specifically. The board at that time chose not to teach birth/STD control methods at the 8<sup>th</sup> grade level.

It was suggested by a board member that the board not take on this huge task of reevaluating our policy at this time due to having so many pressing issues to act on in the next several months. At that time the President asked for a motion.

**MOTION MADE:** To accept the curriculum adoption materials as presented by Ms. Smith and the Curriculum Materials Committee.

**SECONDED AND PASSED:** Three in favor and one "no" vote.

## **NEW BUSINESS:**

## 1) Out of State Field Trip:

Jodi Smith, Executive Director of Learning and Teaching, Learning and Teaching presented the **OUT-OF-STATE STUDENT FIELD TRIP APPROVAL**

### **Group Name: WHS Ag Department**

Date of Trip: October 20 – 25, 2008  
Purpose: National Convention  
Number of Students: 3  
Location: Indianapolis, IN  
Cost: Vocational (Career and Technical Education)  
Supervision: Beth Hammerberg

**MOTION MADE:** To approve the out of state field trip of the WHS Ag Department to the National Convention in Indianapolis, IN, Oct. 20-25, 2008 as presented by Jodi Smith.

**SECONDED AND APPROVED:** Unanimously

## 2) Curriculum Adoption 1<sup>st</sup> Reading

Prepared

By: Jodi Smith  
Executive Director of Learning and Teaching

Re: Learning and Teaching

### **INSTRUCTIONAL MATERIALS COMMITTEE ADOPTION RECOMMENDATIONS**

The Instructional Materials Committee is recommending the Board approve the following materials for district adoption.

#### **THIS IS THE FIRST READING**

Second reading will be on *July 1<sup>st</sup>* and approval will be recommended.

*Tu Mundo*, by McDougal Littell. To be used with grades 9-12 Native Speaker I. This is an update from the previous edition to include Internet materials, online support, and student practice. © 2002

*Encuentros Maravillosos*, by Pearson/Prentice Hall. To be used with grades 9-12 Native Speaker I. This will be used in addition to *Tu Mundo*. © 2005

*Album-Reader*, by McDougal Littell. To be used with grades 10-12 Native Speaker I, II AP. This will be used in Spanish IV. This book replaces previous edition. © 2005

*Don Quixote de la Mancha*, by Teacher's Discovery. To be used with grades 10-12 Native Speaker Spanish I, II, and IV. This replaced previous edition. © 2005

*How to Prepare for the Barron's AP Spanish*, by EMC Publishing. To be used with grades 11-12 Native Speaker II Advanced Placement. This is a new course. © 2005

*A Toda Vela AP Spanish*, by Barron's Educational Series, Inc. To be used with grades 10-12 Native Speaker II Advanced Placement. This is a new course.  
© 2008

*Cuentos Simpáticos*, by McGraw Hill/Glencoe. To be used with grades 10-11 Spanish III. This replaces previous supplemental material. © 2000

*Realidades*, by Pearson/Prentice Hall. To be used with grades 9-12 Spanish I, II, III. This replaces existing material. © 2008

*Así Es*, by Thomson-Heinle. To be used with grades 11-12 Spanish level 4 (College in the High School Spanish 102, 103). This replaces previous edition.  
© 2004

*EMC Paradigm*, by EMC Paradigm. To be used with grades 9-12 French I, II, III. This replaces existing materials *Discovering French*. © 2007

*Rond-Point*, by Pearson/Prentice Hall. To be used at grade 12 in 4<sup>th</sup> year French (College in the High School). College in the High School must be used to get University of Washington credit. © 2006

*Deutsch Aktuel*, by EMC Paradigm. To be used with grades 9-12 German 1-3. This replaces Sowieso 1-3. © 2004

*Kontakte*, by McGraw Hill. To be used at grade 12 German 4 (College in the High School). This replaces Deutsch NA Klav. © 2004

Ms. Smith introduced Jennifer Burke, WHS International Language teacher to act as the expert on the curriculum materials. Ms. Burke explained that there hasn't been curriculum adoption for the International Language for seven years. She also explained how we are hoping by providing CD's of the books that it will enable the hard copy books to last longer. The student can purchase the CD's and work off their computers for homework and assignments. Ms. Burke and Ms. Smith offered the materials for viewing and answered the boards questions. The books will be on display in the small board room in the district office until July 1<sup>st</sup> at which time they will come back to the board for 2<sup>nd</sup> Reading and a request for adoption. The board thanked Ms. Smith and Ms. Burke for their input.

## 3) Port of Chelan Co. – Agreement Granting 1<sup>st</sup> Right of Refusal

Brian presented the updated Port of Chelan Co. Agreement granting 1<sup>st</sup> Right of refusal with a brief discussion and description. Laura Jaecks excused herself from the discussion and vote due to her affiliation with the Port of Chelan.

**MOTION MADE:** To approve the signing of the Port of Chelan Co. Agreement Granting 1<sup>st</sup> Right of Refusal.

**SECONDED AND PASSED:** Three in favor and one abstention.

**AGREEMENT GRANTING RIGHT OF FIRST REFUSAL**

Reference numbers of related documents:	n/a
Grantors:	
1.	WENATCHEE SCHOOL DISTRICT NO. 246, a Washington municipal corporation
Grantees:	
1.	PORT OF CHELAN COUNTY, a Washington municipal corporation
Legal Description:	
1.	Ptn. Lot E-1 of Certificate of Exemption recorded October 10, 2003 under Auditor's No. 2157669
2.	Additional legal description is on page _____ of document
Assessor's Property Tax Parcel Account Number(s):	232028110800

THIS AGREEMENT GRANTING RIGHT OF FIRST REFUSAL ("this Right of First Refusal") made \_\_\_\_\_, 2008, by and between Wenatchee School District No. 246, a Washington municipal corporation ("Grantor"), and Port of Chelan County, a Washington municipal corporation ("Grantee").

**RECITALS:**

A. By Option Agreement dated May 28, 2008 ("the Option Agreement"), Grantee granted to Grantor an option to purchase the following real property ("the Property"):

See Exhibit "A," which is attached hereto and incorporated herein by this reference.

B. The Option Agreement was an intergovernmental disposition of real property in accordance with RCW 39.33.

C. The Option Agreement provided that, at closing, Grantee would receive a right of first refusal to purchase the Property.

D. Grantor has exercised its option to purchase the Property, and the closing of the sale is occurring simultaneously with the signing and recording of this Agreement.

NOW, THEREFORE, in light of the foregoing recitals which are incorporated herein as a part of the agreement of the parties, and the mutual terms, conditions and covenants set forth below, the parties agree as follows:

1. Grant of Right of First Refusal ("the Right").

1.1 In the event Grantor elects to sell the Property and thereafter receives a bona fide written offer from a third party that is not related to Grantor ("the Offer") which Grantor intends to accept, before accepting such Offer, Grantor shall first give Grantee written notice of the Offer ("the Notice" for purposes of this Section) and provide Grantee with a copy of the Offer. The Notice must contain all material terms relating to the Offer. All non-cash aspects of the purchase price set forth in the Offer, if any, shall be reduced to cash by written agreement of the Parties. In the event the Parties are unable to reduce such non-cash aspects of the purchase price to cash within thirty (30) days of Grantee's receipt of the Notice, then Grantee, at its expense, may seek an appraisal of the Property by an appraiser of its choosing and the Parties agree that the market value determined by said appraiser shall be the purchase price.

1.2 If Grantee intends to exercise the Right, then within ninety (90) days following receipt of the Notice, or within thirty (30) days following receipt of the appraisal set forth in Section 1.1, whichever is later, Grantee shall give written notice to Grantor that Grantee elects to purchase the Property, upon the terms and conditions set forth in the Offer, as may be modified to address the non-cash components of the purchase price. In the event Grantee elects to purchase the Property, Grantee and Grantor shall close the transaction within the time period set forth in the Offer, or within ninety (90) days after Grantee's election to purchase, whichever is later, or as otherwise agreed by Grantee and Grantor, in writing.

2. Restriction on Assignment. Grantee may not assign the Right without Grantor's prior written consent.

3. Intergovernmental Disposition. The Right shall be deemed an intergovernmental transfer and the exercise of the Right and closing of the sale to Grantee shall comply with RCW 39.33.

4. Default. Should the Grantor herein enter into an assignment, sale, transfer, or conveyance, in conflict with this Right of First Refusal, the Grantee at its option, in legal proceedings, seek to have a court of competent jurisdiction declare this Agreement breached and decree and order that said assignment, sale, transfer, or conveyance, is null, void and of no effect. Nothing contained herein shall be construed to prevent specific performance of this Right of First Refusal or any term herein by either party.

5. Termination. This Right of First Refusal shall extinguish, terminate, and be null and void upon the consummation of assignment, sale, transfer or conveyance in fee simple to a third party of the Property after full compliance with the terms of this Right of First Refusal, provided the sale is on the same terms and conditions and for the same price set forth in the offer sent to Grantee. If the sale to the third party does not close, then this Right of First Refusal shall remain in effect and binding on the parties.

Subsequent to termination as above provided, Grantee shall upon Grantor's request execute and acknowledge a document stating such facts as are pertinent and fully relinquishing, waiving and releasing all rights and obligations hereunder.

6. Entire Agreement. This Right of First Refusal constitutes the entire Agreement between the parties and can be modified only by a written instrument signed by the parties hereto.

7. Binding Effect. Subject to Section 2 above, it is intended that all of the provisions of this Right of First Refusal shall run with the land and that all the provisions hereto shall inure to the benefit of and shall be binding on the parties hereto, their heirs, legal representatives, successors and assigns.

8. Title 8.1 The following shall not be considered encumbrances or defects of title, (hereafter "Permitted Exceptions"):

- 8.1.1 Rights reserved in federal patents or state deeds, and building or use restrictions general to the area;
- 8.1.2 Existing easements not inconsistent with Grantee's intended use;

8.1.3 General real estate taxes, special assessment, or other levies assessed against the Property not due and payable; and

8.1.4 Easements, covenants, conditions, matters, and defects of record or apparent on the Property.

8.2 Within ten (10) days of the Grantor's receipt of the written notice from Grantee (Section 1.1), Grantor

shall make available to Grantee a preliminary commitment for title insurance ("Title Commitment") issued by First American Title Insurance Company. Grantee shall give written notice to Grantor within sixty (60) days of Grantee's actual receipt of the Title Commitment of any defects or encumbrances, other than Permitted Exceptions specified in Section 8.1, in Grantor's title to which Grantee objects (the "Objection"). If Grantee does not timely deliver the Objection, the Grantee shall be deemed to have accepted the condition of title set forth in the Title Commitment. Grantor shall exercise reasonable good faith to attempt to remove matters to which an Objection is timely made. If Grantor is unable to cure the defects objected to by Grantee within thirty (30) days after receipt of the Objection, unless the time is extended in writing, then Grantee may elect, as its exclusive remedy, either to waive such defects or to terminate this Agreement, in writing. In the event of termination, this Agreement shall be null and void and of no further force or effect between the Parties.

8.3 Grantor shall deliver to Grantee at or within a reasonable period following Closing, an owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions ("Standard Exceptions"), the Permitted Exceptions and the exceptions specified in the Title Commitment that Grantee has elected to accept ("Accepted Exceptions"). Grantor shall pay the cost of the Title Policy.

8.4 If this transaction does not close, and this Agreement is terminated, the Grantor shall be responsible for the cancellation or other fee associated with the Title Commitment.

9. Modification/Waivers. As a material consideration of the Grantor entering this Agreement, the Grantor and Grantee agree that any and all modifications or waivers of any condition of this Agreement shall be in writing and signed by both Parties.

10. Time for Closing - Responsibilities of Parties. The Closing of this transaction shall occur at First American Title Insurance Company no later than the date set forth in Section 1.2, above.

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

TO GRANTOR:	Wenatchee School District No. 246 Attention: Brian Fones, Superintendent P.O. Box 1767 Wenatchee, WA 98807-1767
COPY TO:	Phillip R. Johnson Johnson, Gaukroger, Drewelow & Woolett, P.S. P.O. Box 19 Wenatchee, WA 98807-0019
TO GRANTEE:	Port of Chelan County 238 Olds Station Road, Suite A Wenatchee, WA 98801 Attn: Mark Urdahl, Executive Director
COPY TO:	Peter A. Fraley Ogden Murphy Wallace, P.L.L.C. P.O. Box 1606 Wenatchee, WA 98807

12. Interpretation. This Agreement shall be given a fair and even interpretation and shall not be construed for or against the Grantee or Grantor.

13. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan County, Washington.

14. Authority. The Grantor represents and warrants that this Agreement has been authorized by its Board of Directors and is a binding Agreement.

15. Attorney's Fees. If any suit or proceeding is instituted by the Grantee or the Grantor, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorney's fees and costs and expenses incurred relative to such suit or proceeding from the substantially non-prevailing party, in addition to such other available relief.

#### **4) Update on Policy No. 3000 series 1<sup>st</sup> Reading**

TO: Board Members  
FROM: Mike Franza, Director of Student Services  
RE: Update Policy No. 3000 series

##### 3000 series: Recommendations

- 1) Remove 3000- No WSSDA policy and not specific
- 2) Move our Sexual harassment to 3207 NO new words just the number.
- 3) 3233 change to 3232 no wording only numbers
- 4) 3344 changes to 3244 no wording only numbers
- 5) Change number 3431 to 3418 no new wording.
- 6) New policy regarding telecommunication 3245 We would need a copy of 3245 from WSSDA and made into our 3245.

Mike Franza, Director of Student Services presented the above changes to update the board and to bring our policies in line with WSSDA recommendations.

He provided the actual policies although there were no word changes except recommending adopting WSSDA policy # 3245. The board thanked Mr. Franza and wished him luck on his “new” retirement plans.

**PRESIDENTS REPORT: None**

**SUPERINTENDENT’S REPORT:**

- July 8<sup>th</sup> board meeting moved up to July 1<sup>st</sup> at 6 p.m. before the facility meeting.
- Job description of the new Communications Officer position for the board’s review.

**MEETING ADJOURNED:** Jesús Hernández adjourned the meeting at 8:50 p.m.

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President

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Superintendent