

BOARD OF DIRECTORS REGULAR MEETING AGENDA

Monday, March 11, 2024 5:30 p.m.

Eastmont High School

The Eastmont School District is governed by a board of five directors. The Eastmont Board of Directors sets the direction of the District by establishing goals, objectives, and policies to guide the superintendent who supervises all programs and staff. The Board of Directors is responsible for ensuring that the Eastmont School District is adequately financed to meet those goals, objectives, and policies; for monitoring the progress of the District; and for evaluating the performance of the superintendent. Each board member has a fiduciary role to the District and, as such is responsible for using his or her best judgment in conducting the affairs of the District.

The Board generally meets at 5:30 p.m. on the second and fourth Monday of each month at either a school site or the Administration Office Board Room at 800 Eastmont Avenue, East Wenatchee. On holidays, or when a conflict occurs, a meeting may be held at an alternate time and/or date with proper notification given to the media.

The complete 2023-24 Board Meeting Schedule is available at www.eastmont206.org under the About Us/School Board tab.

NOTICE is hereby given that the Eastmont School District No. 206 Board of Directors, Douglas County, Washington will hold a regular meeting on Monday, March 11, 2024 beginning at 5:30 p.m. in the Eastmont High School Library, 955 3rd Street NE, East Wenatchee, for the purpose of considering and acting upon the following agenda items:

- I. CALL TO ORDER & PLEDGE OF ALLEGIANCE
- II. APPROVE AGENDA/MODIFICATIONS

III. PUBLIC COMMENT

Public comment may occur orally or through written comments. Written comments must be received within 24 hours before the Board meeting. Comments critical of personnel, students, or volunteers will not be allowed given privacy concerns. Instead, they will be referred to the Superintendent for further inquiry and possible action. Comments are limited to 3 minutes per person and 10 minutes per topic. The Board asks those offering comment to recognize that as a K-12 public school system, we are modeling civil discourse and the democratic process for the youth in our community.

Written comments may be sent by regular mail to Eastmont School District or emailed 24 hours prior to schoolboard@eastmont206.org

IV. STUDENT RECOGNITION

A. Student Recognition — Lance Noell, Principal with EHS Drama Students and EHS ASB Students

3/7/2024; Page 1 of 3

V. STAFF RECOGNITION

- A. Staff Years of Service Recognition Meaghan Vibbert, Board Member
 - Mindy Fries with 20 years in August 2023
 - Bob Gallaher with 20 years in August 2023
 - Sonja Kniep with 20 years in August 2023
 - John Schmauder with 20 years in August 2023
 - Brandon Schmitten with 20 years in August 2023
 - Patricia Betzing with 25 years in August 2023
 - Chole Haberlock with 25 years in August 2023
 - Dale Schall with 25 years in August 2023
 - Tanya Scott with 25 years in August 2023
 - Greg Loomis with 30 years in August 2023
 - Tami Scott with 30 years in August 2023

VI. BUILDING AND PROGRAM REPORTS

- A. Conversation with Eastmont High School Staff
- B. Eastmont High School Building Report Lance Noell, Principal
- C. District CTE Report Jim Schmutzler, CTE Director

VII. BOARD & SUPERINTENDENT INFORMATION

- A. Board News
- B. Superintendent News
 - 1. School Retirees' Appreciation Week for March 18-24, 2024.

VIII. CONSENT AGENDA

(All items on the Consent Agenda have been distributed to all board members for study and are considered routine. ALL items appearing in this section are adopted by one single motion, unless a member of the board or the superintendent requests that an item be removed and voted on separately.)

- A. Approval of the minutes from the special meeting on February 22, 2024 and the regular meeting held on February 26, 2024.
- B. Approval of the payment of the bills and/or payroll dated March 11, 2024.
- C. Approval of the Personnel Action Items dated March 11, 2024.
- D. Approval of the following request for surplus:
 - 1. EJHS building items.
- E. Approval of the following field trip requests:
 - 1. EHS Skills USA overnight trip from March 21-23, 2024.
 - 2. EHS ASB/Senate overnight trip from July 30-August 4, 2024.
- F. Review of the Monthly Student Enrollment Report.

IX. REPORT

A. Reconfiguration History Report — Spencer Taylor, Executive Director Elementary Education

3/7/2024; Page 2 of 3

X. DISCUSSION ITEM

A. Facility Usage Agreement for 9th Street Field — Matt Charlton, Assistant Superintendent Secondary Education

XI. FUTURE AGENDA ITEMS

XII. ADJOURNMENT

<u>FUTURE TOPICS – Previously identified by the Board for further review.</u>

- 1) Spanish at elementary schools.
- 2) Student Liaisons to the School Board.
- 3) Legislative Representative's authority providing input on Legislative action.

UPCOMING BOARD MEETINGS

March 25 Regular Meeting at Administration Office at 5:30 p.m.

April 15 Site Visit & Regular Meeting at Sterling Junior High School at 5:30 p.m.

May 13 Site Visit & Regular Meeting at Eastmont Junior High School at 5:30 p.m.

May 28 Regular Meeting at Administration Office at 5:30 p.m.

3/7/2024; Page 3 of 3



Eastmont High School Report for 2023-24

E= Equivalent; **Grad** = 4 yr. Graduation Rate **F** & **R**=Free & Reduced; **H**=Hispanic; **ELL**=English Language Learners; **M**=Migrant; **Sp Ed**=Special Education; **A**=Students with <2 Absences Per Month; **MB**=Mobility, **HL**=Homeless, **D**=Discipline Rate, **E1**=Exclusion of <=1 day; **E2**=2-3 days; **E4**=4-5 days; **E6**=6-10 days; **E10**=>10 days

	Student Demographics and Information (School % / State) Staff Information from Prior Ye										ars											
Year	Е	Grad	F&R	Н	ELL	M	SpEd	Α	MB	HL	D	E1	E2	E4	E 6	E10	FTE	Cert	Para	Office	Maint	Adm
2019-20	1,447	92/83	56/46	48/24	12/12	12/2	11/15	89/91	4/2	3/3	3/2	7/26	26/35	13/15	17/13	37/11	150	85	41	12	7	5
2020-21	1,411	91/83	56/46	49/25	14/12	13/2	11/15	66/81	3/2	2/3	2/.3	23/33	15/37	8/15	12/10	42/6	152	80	50	10	7	5
2021-22	1,438	89/82	61/46	49/25	12/12	13/2	11/14	55/67	3/2	3/3	4/3	11/25	19/35	11/15	21/15	38/11	158	84	49	13	7	5
2022-23	1,482	92/84	62/47	49/25	12/13	15/2	11/14	60/70	3/2	3/3	NA	NA	NA	NA	NA	NA	164	90	48	14	7	5
2023-24	1,583	NA	62/62	52/26	12/14	NA	10/10	NA	3/3	2/2	NA	NA	NA	NA	NA	NA	158	88	44	14	7	5

2022-23 Student Testing (EHS/State): Met ELA Standards:54.4%/50.7% Met Math Standards: 19.4%/39.1% Met Science Standard: 18.8%/42.9%

District/Building Goal or Strategy	Activities, Progress, Data
Increasing Average Daily Attendance & Reducing unexcused absences	 Parents and students have been reminded of the importance of attendance in multiple ParentSquare messages and by teachers in the classroom. The focus of all intervention has shifted to an attendance first system. There are immediate consequences for attendance concerns. Parents are contacted daily for any unexcused absences. 2022-2023 Regular Attendance Rate for all students was 59.8%. Through 1st Semester of this year, the Average Daily Attendance Rate for all students is 65%. On average, 3.5% of students are absent with an unexcused absence for half to a full day of school. This means that 96.5% of our students are present each day without an unexcused absence. 14% of our students on average miss school each day with an excused or unexcused absence (half day or more). All students who did not have any unexcused absences in Semester 1 were celebrated with an ice cream social.
PLC's	 EHS staff have reformed and finalized their PLC teams. PLC meeting norms have been reviewed and reestablished. Focus on choosing Essential Standards (boulders) for all PLC's. a. All PLC's have submitted their Essential Standards to the district. Training provided by Kim Browning on Essential Standards and Proficiency Scales. Additional/focused training has been provided to ELA. Vertical teaming and collaboration provided for high school and junior high teachers in all three buildings.



Eastmont School District #206 Relationships, Relevance, Rigor, and Results Career & Technical Education (CTE) Report for 2023-2024

Students & Staff

	Stu	udent Information	on	Staff Information						
Year	Grade 7 & 8 CTE FTE	Grade 9-12 CTE FTE	Total CTE FTE	Certificated	Paras/Misc Classified	Office	Admin	Total Staff		
2019 - 20	76.49	353.82	430.31	21.7	2 @ 2 hrs/day 1 @ 3 hrs/day	1	1.5	24.2		
2020 - 21	60.15	318.33	378.48	21.7	2 @ 2 hrs/day	1	1	23.7		
2021 - 22	132.51	348.31	480.82	24.8	1 @ 4 hrs/day	1	1	27.3		
2022 - 23	138.63	364.91	503.54	27.2	1 @ 6 hrs/day	1	1.5	30.5		
2023 - 24	143.09	369.36	512.45	26.6	1 @ 6 hrs/day	1	1.5	29.9		

Class Enrollment (M = male students / F= female students)

Year	Ag Science	Business Ed.	FACSE	Sports Medicine	Skilled & Technical	Work Base Learning	Grade 7 & 8	Totals
2019-20	422 M 223/F 199	511 M 288/F 223	457 M 173/F 284	67 M 19/F 48	243 M 210/F 33	5 M 0/F 5	405 M 228/F 177	2,110
2020-21	510 M 279/F 232	559 M 296/F 263	495 M 195/F 301	77 M 13/F 65	261 M 227/F 34	6 M 2/F 5	376 M 199/F 177	2,284
2021-22	498 M 261/F 237	425 M 223/F 202	556 M 236/F 320	84 M 32/ F 52	364 M 271/ F 93	7 M 2/F 5	723 M 414/F 309	2,657
2022-23	549 M 267/F 282	404 M 216/F 188	641 M 256/F 385	92 M 43/F 49	326 M 266/F 60	6 M 1/F 5	837 M 456/F 381	2,853
2023-24	555 M 275/F 281	446 M 251/F 195	597 M 234/F 363	100 M 62/F 39	336 M 287/F 49	5 M 1/F 8	788 M 382/F 406	2,825

CTE Course Approval/Re-Approval Process 2023-2028

CTE Programs Across the State	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
Group 1	Skilled & Technical Sciences	STEM Health Sciences	Family & Consumer Sciences	Business and Marketing	Agriculture
Group 2	Agriculture	Skilled & Technical Sciences	STEM Health Sciences	Family & Consumer Sciences	Business and Marketing
Group 3	Business and Marketing	Agriculture	Skilled & Technical Sciences	STEM Health Sciences	Family & Consumer Sciences
Group 4 Eastmont	Family & Consumer Sciences	Business and Marketing	Agriculture	Skilled & Technical Sciences	STEM Health Sciences
Group 5	STEM Health Sciences	Family & Consumer Sciences	Business and Marketing	Agriculture	Skilled & Technical Sciences

Goal/Strategy/Activity	Progress/Data
Continue aligning / expanding CTE Pathways: Grades 7- Postsecondary	Expanding Computer Hardware/Networking Pathway and Health Science Pathway. Expanding CTE Dual Credit college articulation agreements.
Continue OSPI Program Reapproval process and submitting Frameworks on a five-year rotation	2023-24 Family Consumer Science Program Reapproval. New Course Framework submissions for 2024-25.
Initiative: Increase the relevance of math and science through K-12 STEM, CTE, and project-based learning through hand, power, and computerized tools.	Refining exploratory courses at Jr. Highs that directly connect students to intentional CTE Preparatory Pathways at the High School and preparing them for Postsecondary opportunities.
Initiative: Reduce system and program disproportionality in the areas of income, gender, and ethnicity	CTE teachers involved in IEP process and work with multilingual intervention staff. Comprehensive Local Needs Assessment (CLNA) stakeholder engagement review of equity data.



BOARD OF DIRECTORS SPECIAL MEETING MINUTES

February 22, 2024

CALL TO ORDER & PLEDGE OF ALLEGIANCE

On Thursday, February 22, 2024, the special meeting of the Eastmont School District Board of Directors was called to order by Board President Meaghan Vibbert at 5:30 p.m. in the Eastmont Administration Office Board Room at 800 Eastmont Avenue, East Wenatchee

ATTENDANCE

Present (In-person or Conference Call):

Meaghan Vibbert, Board President Jason Heinz, Board Vice President Jacob Burkhart, Board Director Whitney Smith, Board Director Becky Berg, Board Secretary/Superintendent Brandy Fields, Superintendent's Secretary

Excused Absence:

Lauren Miehe, Board Director

Also Present:

District staff, community members, and one media personnel

PUBLIC COMMENT

Instructions for public comment were provided next to the sign-in sheet. This individual submitted Public Comment:

Linda Stuart had comments on bond and budget

DISCUSSION & ACTION ITEMS

1. February 13, 2024 Election Update.

Superintendent Becky Berg provided the Board an update on the status of the February 13, 2024 Election.

2. Suspension of second reading policy with respect to Resolution No. 2024-01 (described below in item 3), due to the February 23, 2024 deadline for filing Resolution No. 2024-01 with the Auditor of Douglas County, Washington.

MOVED by Director Smith and SECONDED by Director Burkhart to suspend our second reading practice with respect to Resolution No. 2024-01 due to the February 23, 2024 deadline for filing this resolution with the Douglas County Auditor. The motion CARRIED unanimously.

3. Resolution No. 2024-01.

MOVED by Director Smith and SECONDED by Director Burkhart to approve Resolution No. 2024-01, which provides for the submission to the District's voters, at an election to be held on April 23, 2024, of a proposition authorizing the District to issue its general obligation bonds for the purpose of paying costs of certain capital improvements.

Roll call vote:

Vice President Heinz: aye Director Burkhart: aye Director Smith: aye President Vibbert: aye

The motion CARRIED with a roll call vote of 4-0.

4. <u>Appointment of For/Against Committee Members</u>. Superintendent Becky Berg reviewed the For/Against Committee Members.

MOVED by Director Burkhart and SECONDED by Director Smith approving these 'for' committee members to write 'for' statements: Gene Sharatt and Jerrilea Crawford and none for the 'against' committee members to write 'against' statements for the Douglas County Local Voter's Pamphlet relating to the foregoing bond presentation. The motion CARRIED unanimously.

ADJOURNMENT

MOVED by Director Smith and SECONDED by Director Burkhart to adjourn the meeting. The motion CARRIED unanimously.

The meeting adjourned at 5:44 p.m.



BOARD OF DIRECTORS REGULAR MEETING MINUTES

February 26, 2024

CALL TO ORDER & PLEDGE OF ALLEGIANCE

On Monday, February 26, 2024, the regular meeting of the Eastmont School District Board of Directors was called to order by Board President Meaghan Vibbert at 5:30 p.m. in the Cascade Elementary School Library, 2330 North Baker Avenue, East Wenatchee.

ATTENDANCE

Present:

Meaghan Vibbert, Board President
Jason Heinz, Board Vice President
Lauren Miehe, Board Director
Whitney Smith, Board Director
Matt Charlton, Acting Board Secretary/Superintendent
Brandy Fields, Superintendent's Secretary

Excused Absence:

Jacob Burkhart, Board Director

Also Present:

District staff, community members, and one media personnel

APPROVE AGENDA/MODIFICATIONS

Assistant Superintendent Matt Charlton reported there were no modifications to the Agenda.

MOVED by Director Heinz and SECONDED by Director Smith to approve the Agenda for February 26, 2024. The motion CARRIED unanimously.

PUBLIC COMMENT

Instructions for public comment were provided next to the sign-in sheet. No individuals completed the sign-in sheet for Public Comment.

STUDENT RECOGNITION

A. Student Recognition.

Principal Trevor Summers introduced Advisor Danielle Pieczynski and she acknowledged these students for their roles in Leadership at Cascade: Finn McCauley, Garrett Hill, and Kinnley Hurst. Life Skills Teacher Amber Turner introduced these students that assist in her classroom: Vanesa Robles, Scarlett Miller, Makenna Hoven, and Taylor Johnson. The students shared their experiences with the Board and answered questions.

STAFF RECOGNITION

A. Staff Years of Service Recognition.

The Board recognized the following staff with a Certificate of Appreciation:

• Jennifer Robichaux with 20 years as of August 2023

BUILDING AND PROGRAM REPORT

A. Conversation with Cascade Elementary School Staff.

Cascade Elementary School staff shared information with the Board on their recent challenges and accomplishments. They also answered questions from the Board.

B. Cascade Elementary School Building Report.

Principal Trever Summers spoke about his staff and experience at Cascade Elementary.

BOARD & SUPERINTENDENT INFORMATION

A. Board News.

Vice President Heinz shared that spring sports tryouts were starting today. President Vibbert shared that parent/teacher conferences are this Friday and there are several District events to attend if your schedule allows. Director Smith gave a brief update on legislative action. Director Miehe shared he recently saw an article about electric buses

B. Superintendent News.

Assistant Superintendent Matt Charlton shared that work is progressing on the Strategic Plan, PLC training is going well and the District trainer will be in-house next week to work with staff, decisions for staffing for next year are happening, and the informational part of the Bond is ramping back up.

CONSENT AGENDA

- A. <u>Approval of minutes</u>. The Board of Directors approved the minutes from the regular meeting held on February 12, 2024.
- B. <u>Payment of bills and/or payroll</u>. The Board of Directors approved the following checks, direct deposits, or wire transfers listed on check summaries dated February 26, 2024:

Warrant Numbers	Total Dollar Amount
7135447-7135447	\$40.00
7135448-7135457	\$9,827.14
7135458-7135460	\$613.00

Warrant Numbers	Total Dollar Amount
7135461-7135465	\$1,342.47
7135466-7135466	\$54.39
7135467-7135602	\$297,865.74
7135603-7135620 &	
900152731-900153647	\$6,826,022.41
7135621-7135642	\$1,222,672.35

- C. <u>Approval of personnel action</u>. The Board of Directors approved the Personnel Action Items and the Out-of-Endorsement Waiver Requests dated February 26, 2024.
- D. <u>Approval of travel</u>. The Board of Directors approved the Staff Travel Requests dated February 26, 2024.
- E. Approval of surplus. The Board of Directors approved the following surplus request:
 - 1. Curriculum items.
- F. Approval of field trips. The Board of Directors approved the following field trip requests:
 - 1. EHS FCCLA overnight trip from March 4-8, 2024.
 - 2. Future Teachers Cohort overnight trip on March 27-29, 2024.
 - 3. EJHS and SJHS FBLA overnight trip from April 24-27, 2024.
 - 4. EHS FLBA overnight trip from April 24-27, 2024.
- G. <u>Approval of policies</u>. The Board of Directors approved the following policies for a Second Reading/Adoption:

Section	Number	Title
1000 Board of Directors	Policy No. 1440	Minutes
2000 Instruction	Policy No. 2190	Highly Capable Programs
2000 Instruction	Policy No. 2230	New – Transition to Kindergarten Program
2000 Instruction	Policy No. 2320	Field Trips
6000 Management Support	Policy No. 6608	Delete – Video Cameras on School Buses
6000 Management Support	Policy No. 6610	New – Use of Video Cameras

H. Review of report. The Board of Directors received the Monthly Budget Status Report.

Clarifying questions were asked about the field trip policy and the out-of-endorsement waiver requests and both were answered. A typo was found on the Memo for Item F4. EHS FBLA Field Trip with FCCLA being noted in the body instead of FBLA.

MOVED by Director Heinz and SECONDED by Director Smith to approve Consent Agenda Items #A-H. The motion CARRIED unanimously.

REPORT

A. Special Education Services Report.

Special Education Director Katie Tucker presented the Special Education Services Report and answered questions from the Board. She also introduced Assistant Special Education Director Marla Evans and Special Education Secretary Kourtnee Greening.

DISCUSSION ITEM

A. Safety Update.

Assistant Superintendent Matt Charlton gave the Board a Safety Update and answered questions from the Board.

FUTURE AGENDA ITEMS

None at this time.

ADJOURNMENT

MOVED by Director Miehe and SECONDED by Director Smith to adjourn the meeting. The motion CARRIED unanimously.

The meeting adjourned at 7:02 p.m.

TO: Board of Directors

FROM: Kayla Brown, Executive Director of Human Resources

SUBJECT: Personnel Action Items

DATE: March 11, 2024

CATEGORY

□Informational □Discussion Only □Discussion & Action □Action

BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

Resignations/Separation

The following people have notified us of their plans to resign for the 2023-2024 school year:

Last Name	First Name	School	Position
Edwards	Karla	EHS	Teacher/2.73 years
Julson	Mariah	EHS	Teacher-Vo Ag/6.79 years
Turner	Dawn	District	HR Coordinator/35.58 years
Walters	Caitlin	Grant	Asst. Principal/8 years

The following people have notified us of their plans to resign for the 2024-2025 school year:

Last Name	First Name	School	Position
Gering	Megan	EJHS	Coach-8th Asst Girls Volleyball
Babst	Brittany	EHS	Coach-HS Asst Volleyball

New Hires

The following people have been offered tentative employment for the 2023-24 school year:

Last Name	First Name	School	Position
Campfield	Abigail	EHS	Coach-HS Asst Tennis
Rousseau	Samantha	District	Behavior Paraeducator
Waterhouse	Dan	EHS	Coach-HS Asst Tennis

The following people have been offered tentative employment for the **2024-25** school year:

Last Name	First Name	School	Position
Dupea	John	EHS	Coach-HS Asst Football
Pinkerton	Patrick	TBD	Intern-School Psychologist

ATTACHMENTS

None ⊠None

FISCAL IMPACT

⊠Personnel Expenditure

RECOMMENDATION

The administration recommends approval of the Personnel Action Items listed above.

TO: Board of Directors

FROM: Becky Berg, Superintendent

SUBJECT: Request for Surplus

DATE: March 11, 2024

CATEGORY

□ Informational □ Discussion Only □ Discussion & Action □ Action

BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

Eastmont staff request the following items from Eastmont Junior High School be declared as surplus, because they are no longer being used or at their end of life:

- 5 four drawer tall file cabinets
- 2 two drawer short file cabinets
- 9 projector screens
- 1 portable electronic white board
- 1 black speaker 22" x 25"

ATTACHMENTS

FISCAL IMPACT

⊠None

⊠Revenue, if sold

RECOMMENDATION

The administration recommends the Board authorize said property as surplus.

TO: Board of Directors

FROM: Becky Berg, Superintendent

SUBJECT: Field Trip Request – EHS Skills USA

DATE: February 26, 2024

CATEGORY

□ Informational □ Discussion Only □ Discussion & Action □ Action

BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

As you know, field trips which take students overnight and/or out-of-state, must have Board approval.

EHS Skills USA Advisor David Branham is seeking the Board's permission to take approximately 3 students overnight to compete at the Skills USA State Conference in Tacoma, WA on March 21-23, 2024. In addition to the students, there will be 1 staff chaperone in attendance. The cost to the students to attend is approximately \$75 to cover meals, with miscellaneous charitable funds available. The remaining costs will be paid for from ASB and CTE. A copy of the itinerary is enclosed.

ATTACHMENTS

FISCAL IMPACT

⊠ltinerary

⊠ASB and CTE

RECOMMENDATION

The administration recommends approval of this overnight field trip request.

Skills USA State Itinerary 2024

March 21st

- 7:00am leave Eastmont High School
- 7:30 Breakfast
- 11 Arrive in Tacoma
- 11-12 lunch
- 12-3 LeMay Car Museum
- 3pm check into hotel Murano (Tacoma)
- 3pm-5pm Registration check in
- 5-6 Dinner
- 6pm-7:30 Opening session (doors open at 5:30)
- 8-9 skills USA scheduled activity at Murano hotel
- 9 Lights out

March 22nd

- 6am breakfast
- 7am-5pm food trucks
- 6:30-7 drive to contest
- 7:30am-2pm Contests (lunch provided)
- 8am-4pm Skills trades fair
- 4-5 dinner
- 5-9 Skills USA scheduled activity at Murano hotel
- 9 lights out

March 23rd

- 7:30-9 Breakfast
- 10 workshops
- 10-11 House of delegates session
- 11-12 lunch
- 12-12:30 drive to closing at Murano hotel
- 1pm-4pm Closing and awards session (doors open at 12:30)
- 4-8 drive to Eastmont HS
- 5-6 dinner

TO: Board of Directors

FROM: Becky Berg, Superintendent

SUBJECT: Field Trip Request – EHS ASB/Senate

DATE: March 11, 2024

CATEGORY

□ Informational □ Discussion Only □ Discussion & Action □ Action

BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

As you know, field trips which take students overnight and/or out-of-state, must have Board approval.

EHS ASB/Senate Advisor Dane Gillin is seeking the Board's permission for approximately 13 students to go overnight to attend the AWSL Leadership Camp at the Cispus Learning Center in Randle, WA from July 30-August 4, 2024. EHS ASB pays for student registration and a small portion of the transportation and AWSL provides the rest of the transportation and chaperones. There is no cost to the students to attend. A copy of an itinerary is enclosed.

ATTACHMENTS

FISCAL IMPACT

⊠ltinerary

⊠ASB Funds

RECOMMENDATION

The administration recommends approval of this overnight field trip request.

Summer Leadership Camp Itinerary Summer 2024

July 30th:

Meet at WHS at 6:00 AM
The bus will pick up students at 6:15 AM
The bus will depart WHS at 6:30 AM
The bus will arrive at 12:00 PM at the Training Center

Students attend training: July 30th to August 4th

August 4th

The bus will leave the Training Center at 1:15 PM
The bus will arrive at WHS at 6:45 PM for parent pick-up

TO: Board of Directors

FROM: Caryn Metsker, Executive Director of Financial Services

SUBJECT: Monthly Student Enrollment Report

DATE: March 11, 2024

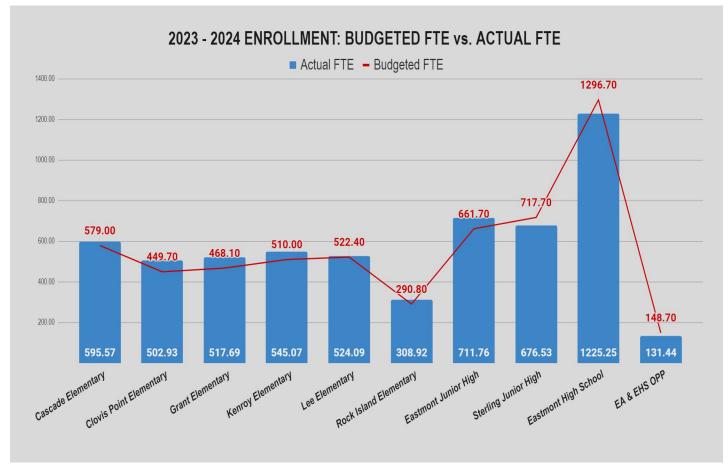
Official Count Day: Monday, March 4, 2024

Total student head count reported, including our Alternative Learning program, is **5,886**. This is an increase of 31 from the headcount in March 2023, which was 5,855.

Total student Full Time Enrollment (FTE) reported is <u>5,739.25</u>. This is an increase of 94.25 FTE from the overall budgeted FTE of 5,645 for the 2023-2024 school year.

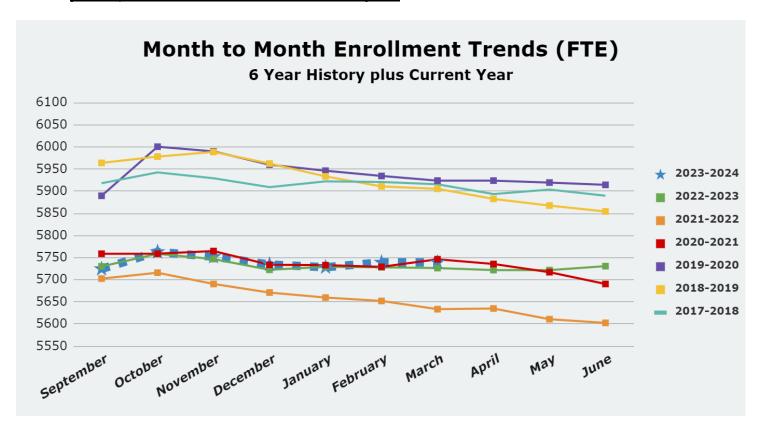
- K-12 Student enrollment is 111.51 more than expected.
- ALE Program enrollment is 17.26 less than expected.

The following chart compares budgeted to actual FTE by building:

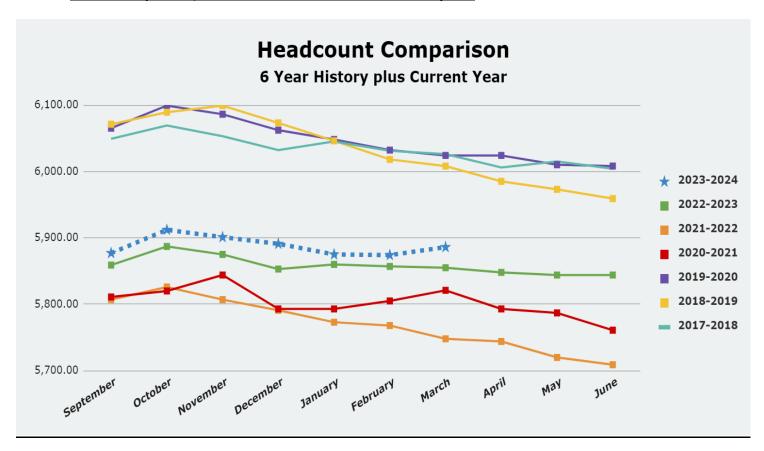


03/04/2024 Page 1 of 6

The following chart reflects month to month **FTE** enrollment trends over the past six school years, plus the current 2023-2024 school year:



The following chart reflects month to month **HEADCOUNT** enrollment trends over the past six school years, plus the current 2023-2024 school year:



03/04/2024 Page 2 of 6

OTHER PROGRAM ENROLLMENT

Program Name	Budget	Current Year Average	Prior Year Average
Running Start (Head Count)	140.00	176.93	155.00
Special Education (Age PK-21 Head Count)	750.00	791.00	784.00
Transitional Bilingual (Head Count)	1,115.00	1,218.00	1,146.00
Exited Transitional Bilingual (Head Count)	125.00	68.00	122.00
Career/Technical Education-Gr 7-8 (FTE)	131.70	133.15	125.45
Career/Technical Education-Gr 9-12 (FTE)	346.67	362.60	351.38

03/04/2024 Page 3 of 6

Eastmont School District 2023 - 2024 TK-12 Monthly Enrollment

Grade Level	Budget AAFTE	September	October	November	December	January	February	March	April	May	June	Annual Average	AAFTE Budget to Actual Variance		AAFTE Variance from Prior Year	AAFTE Gain/(Loss) on Grade Roll-Up
TK	45.00	66.00	62.00	61.77	61.77	63.43	62.43	61.43				62.69	17.69	51.00	11.69	
К	344.00	405.85	407.57	408.64	410.10	408.28	409.73	413.55				409.10	65.10	390.98	18.12	358.10
1	388.30	408.11	409.82	410.82	407.82	404.82	405.82	408.82				408.00	19.70	399.58	8.42	17.02
2	396.40	401.18	400.82	403.82	405.18	404.60	407.18	412.00				404.97	8.57	391.30	13.67	5.39
3	391.06	403.00	407.00	406.00	406.00	403.00	404.00	412.90				405.99	14.93	444.30	(38.31)	14.69
4	439.00	455.00	454.00	456.00	454.00	454.00	457.00	458.00				455.43	16.43	410.30	45.13	11.13
5	407.20	420.06	423.06	423.06	423.06	423.06	423.06	423.78				422.73	15.53	411.12	11.61	12.43
6	409.04	427.00	427.00	424.50	423.50	422.50	425.50	420.50				424.36	15.32	468.34	(43.98)	13.24
7	468.40	474.71	478.74	476.74	477.74	475.74	471.62	471.60				475.27	6.87	456.30	18.97	6.93
8	455.90	449.37	455.88	458.33	457.60	458.24	457.73	459.57				456.67	0.77	454.31	2.36	0.37
9	455.10	459.99	458.91	458.65	451.08	455.90	454.79	456.06				456.48	1.38	528.46	(71.98)	2.17
10	533.25	529.19	531.92	515.73	505.35	503.81	503.06	500.70				512.82	(20.43)	453.73	59.09	(15.64)
11	404.00	391.93	392.95	386.91	385.54	379.48	376.03	374.34				383.88	(20.12)	375.48	8.40	(69.85)
12	359.65	333.92	334.52	331.45	328.86	328.45	326.62	322.00				329.40	(30.25)	309.90	19.50	(46.08)
Total K-12 in Building FTE	5,496.30	5,625.31	5,644.19	5,622.42	5,597.60	5,585.31	5,584.57	5,595.25	0.00	0.00	0.00	5,607.81	111.51	5,545.10	62.71	309.92
Eastmont Academy	35.00	19.00	15.00	14.50	17.50	18.50	19.50	17.60				17.37	(17.63)	44.76	(27.39)	
EHS Opportunities	113.70	80.18	103.83	115.09	119.37	124.49	122.99	132.54				114.07	0.37	140.85	(26.78)	
Total FTE Enrollment	5,645.00	5,724.49	5,763.02	5,752.01	5,734.47	5,728.30	5,727.06	5,745.39	0.00	0.00	0.00	5,739.25	94.25	5,730.71	8.54	

FTE Change from September to Current Month 20.90
Net Change from Previous Month 18.33

03/04/2024 Page 4 of 6

Eastmont School District FY 2023 - 2024 Monthly Enrollment FTE by Building

Building/Grade	Budget AAFTE	September	October	November	December	January	February	March	Annual Average	AAFTE Budget to Actual Variance	Prior Year AAFTE	AAFTE Variance from Prior Year
Cascade Elementa		47.00	15.00	15.00	15.00	15.00	46.00	15.00	45.57	0.53	17.00	(4.42)
TK K	15.00 65.00		15.00 70.00	15.00 70.00	15.00 70.00	16.00 67.00	16.00 67.00	15.00 68.00	15.57 68.71	0.57 3.71	17.00 74.83	(1.43) (6.12)
1	75.00		82.00	82.00	82.00	81.00	81.00	81.00	81.29	6.29	81.70	(0.41)
2	80.20		77.00	77.00	76.00	76.00	77.00	79.00	77.14	(3.06)	77.28	(0.14)
3	76.60		80.00	81.00	81.00	80.00	80.00	82.00	80.57	3.97	90.60	(10.03)
4	89.60		90.00	90.00	89.00	89.00	90.00	90.00	89.57	(0.03)	83.60	5.97
5	83.80	89.00	92.00	92.00	92.00	91.00	90.00	91.00	91.00	7.20	93.70	(2.70)
6	93.80	92.00	92.00	92.00	92.00	92.00	91.00	91.00	91.71	(2.09)	97.10	(5.39)
	579.00	594.02	598.00	599.00	597.00	592.00	592.00	597.00	595.57	16.57	615.81	(20.24)
Clovis Elementary	,											
TK	0.00	16.00	16.00	16.00	16.00	16.00	15.00	15.00	15.71	15.71	0.00	15.71
К	58.00	66.00	68.00	68.00	67.00	67.00	66.00	66.00	66.86	8.86	64.20	2.66
1	64.00	71.00	71.00	70.00	70.00	69.00	68.00	69.00	69.71	5.71	69.46	0.25
2	69.70	63.18	64.18	65.18	66.18	65.18	65.18	67.00	65.15	(4.55)	67.40	(2.25)
3	68.00	73.00	73.00	73.00	72.00	72.00	74.00	75.90	73.27	5.27	65.10	8.17
4	64.80	70.00	69.00	70.00	70.00	70.00	72.00	72.00	70.43	5.63	66.20	4.23
5	65.40		73.00	72.00	73.00	74.00	74.00	74.00	73.29	7.89	59.60	13.68
6	59.80	69.00	68.00	67.50	66.50	66.50	68.50	66.50	67.50	7.70	59.60	7.90
7_	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	80.82	(79.82)
	449.70	502.18	503.18	502.68	501.68	500.68	503.68	506.40	502.93	53.23	532.39	(29.46)
Grant Elementary												
TK	15.00	17.00	15.00	14.77	14.77	14.43	14.43	14.43	14.98	(0.02)	17.00	(2.02)
K	58.00	89.00	87.00	86.50	87.50	87.50	87.50	89.00	87.71	29.71	64.55	23.17
1	63.70	66.00	66.00	66.00	68.00	67.00	67.00	68.00	66.86	3.16	72.10	(5.24)
2	71.00	83.00	81.00	82.00	83.00	84.00	84.00	84.00	83.00	12.00	66.40	16.60
3	66.00	66.00	66.00	66.00	66.00	65.00	65.00	67.00	65.86	(0.14)	75.30	(9.44)
4	74.60	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	0.40	66.20	8.80
5	64.40	69.00	69.00	71.00	71.00	71.00	71.00	71.00	70.43	6.03	56.20	14.23
6	55.40	54.00	54.00	54.00	54.00	54.00	54.00	53.00	53.86	(1.54)	84.30	(30.44)
	468.10	519.00	513.00	515.27	519.27	517.93	517.93	521.43	517.69	49.59	502.05	15.65
Kenroy Elementar	γ											
TK	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
K	58.00	68.85	68.14	68.14	68.55	69.55	71.55	71.55	69.48	11.48	64.49	4.99
1	63.90		65.82	65.82	64.82	64.82	64.82	65.82	65.43	1.53	70.30	(4.87)
2	69.60	72.00	73.00	75.00	75.00	74.00	75.00	75.00	74.14	4.54	78.82	(4.68)
3	78.06		85.00	85.00	84.00	84.00	84.00	86.00	84.71	6.65	91.50	(6.79)
4	90.40		95.00	95.00	95.00	95.00	95.00	95.00	94.71	4.31	78.90	15.81
5	77.40		76.06	76.06	75.06	75.06	76.06	75.78	75.73	(1.67)	73.42	2.32
6_	72.64	82.00	82.00	81.00	81.00	80.00	80.00	80.00	80.86	8.22	85.32	(4.46)
	510.00	543.00	545.02	546.02	543.43	542.43	546.43	549.15	545.07	35.07	542.75	2.32
Lee Elementary												
TK	15.00	16.00	16.00	16.00	16.00	17.00	17.00	17.00	16.43	1.43	17.00	(0.57)
Κ	65.00	68.00	68.43	68.55	69.05	69.23	69.68	71.00	69.13	4.13	80.82	(11.69)
1	80.70		80.00	82.00	79.00	79.00	81.00	81.00	80.14	(0.56)	68.72	11.42
2	68.70		66.64	64.64	66.00	66.42	68.00	68.00	66.53	(2.17)	67.10	(0.57)
3	67.40		70.00	68.00	68.00	68.00	67.00	68.00	68.00	0.60	75.30	(7.30)
4	74.00		75.00	76.00	76.00	76.00	76.00	76.00	76.14	2.14	73.80	2.34
5	73.00		72.00	71.00	71.00	71.00	71.00	71.00	71.29	(1.71)	79.40	(8.11)
6_	78.60		77.00	76.00	76.00	76.00	78.00	76.00	76.43	(2.17)	77.50	(1.07)
	522.40	522.00	525.07	522.19	521.05	522.65	527.68	528.00	524.09	1.69	539.64	(15.55)
Rock Island Eleme	entary											
TK	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
К	40.00	45.00	46.00	47.45	48.00	48.00	48.00	48.00	47.21	7.21	42.10	5.11
1	41.00		45.00	45.00	44.00	44.00	44.00	44.00	44.57	3.57	37.30	7.27
2	37.20		39.00	40.00	39.00	39.00	38.00	39.00	39.00	1.80	34.30	4.70
3	35.00		33.00	33.00	35.00	34.00	34.00	34.00	33.57	(1.43)	46.50	(12.93)
4	45.60		50.00	50.00	49.00	49.00	49.00	50.00	49.57	3.97	41.60	7.97
5	43.20		41.00	41.00	41.00	41.00	41.00	41.00	41.00	(2.20)	48.80	(7.80)
6_	48.80 290.80		54.00 308.00	54.00 310.45	54.00 310.00	54.00 309.00	54.00 308.00	54.00 310.00	54.00 308.92	5.20 18.12	41.30 291.90	12.70 17.02
		307.00	308.00	310.45	210.00	309.00	308.00	210.00	300.92	10.12	Z91.90	17.02

Eastmont School District FY 2023 - 2024 Monthly Enrollment FTE by Building

Building/Grade	Budget AAFTE	September	October	November	December	January	February	March	Annual Average	AAFTE Budget to Actual Variance	Prior Year	AAFTE Variance from Prior Year
Eastmont Junior I	High					•	•					
7	234.20	244.28	243.99	243.99	243.83	243.75	242.86	242.10	243.54	9.34	202.25	41.29
8	200.70	216.81	219.46	219.09	220.42	220.42	222.22	222.30	220.10	19.40	227.34	(7.24)
9	226.80	255.86	247.64	248.64	248.12	246.00	245.94	244.59	248.11	21.31	286.20	(38.09)
	661.70	716.95	711.09	711.72	712.37	710.17	711.02	708.99	711.76	50.06	715.79	(4.03)
Sterling Junior Hi	igh											
6	0.00										2.00	(2.00)
7	234.20	229.43	233.75	231.75	232.91	230.99	227.76	228.50	230.73	(3.47)	254.05	(23.32)
8	255.20	232.56	236.42	239.24	237.18	237.82	235.51	237.27	236.57	(18.63)	226.97	9.60
9	228.30	204.13	211.27	210.01	202.96	209.90	208.85	211.47	208.37	(19.93)	242.26	(33.89)
11	0.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.86	0.86	1.00	(0.14)
	717.70	667.12	682.44	682.00	674.05	679.71	672.12	678.24	676.53	(41.17)	726.28	(49.75)
Eastmont High Sc	chool											
9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	533.20	529.19	531.92	515.73	505.35	503.81	503.06	500.70	512.82	(20.38)	452.73	60.09
11	404.00	390.93	391.95	385.91	384.54	378.48	376.03	373.34	383.03	(20.97)	375.48	7.54
12	359.50	333.92	334.52	331.45	328.86	328.45	326.62	322.00	329.40	(30.10)	309.90	19.50
	1,296.70	1,254.04	1,258.39	1,233.09	1,218.75	1,210.74	1,205.71	1,196.04	1,225.25	(71.45)	1,138.11	87.14
Eastmont Academ	ny/EHS Opp	ortunities										
К	0.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.43	1.43	3.50	(2.07)
1	3.60	2.00	1.00	1.00	2.00	2.00	1.00	1.00	1.43	(2.17)	4.30	(2.87)
2	5.20	2.00	2.00	1.00	1.00	1.00	2.00	2.00	1.57	(3.63)	6.80	(5.23)
3	7.20	3.00	3.00	3.00	3.00	4.00	4.00	3.10	3.30	(3.90)	7.10	(3.80)
4	7.80	3.00	3.00	2.00	2.00	2.00	3.00	3.00	2.57	(5.23)	6.60	(4.03)
5	6.80	5.00	2.00	3.00	3.00	3.00	3.00	3.00	3.14	(3.66)	4.10	(0.96)
6	4.40	3.00	3.00	3.50	4.50	4.50	4.50	4.50	3.93	(0.47)	7.60	(3.67)
7	5.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(5.40)	1.61	(1.61)
8	1.40	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.14	(1.26)	3.15	(3.01)
9	1.90	0.90	3.36	3.54	2.54	4.47	5.84	9.09	4.25	2.35	7.49	(3.24)
10	20.00	6.46	15.09	22.09	21.55	22.55	21.28	24.77	19.11	(0.89)	22.75	(3.64)
11	35.00	17.19	21.30	22.85	25.67	28.86	27.11	29.11	24.58	(10.42)	41.24	(16.66)
12	50.00	55.63	64.08	66.61	69.61	68.61	68.76	68.57	65.98	15.98	69.36	(3.38)
	148.70	99.18	118.83	129.59	136.87	142.99	142.49	150.14	131.44	(17.26)	185.61	(54.17)
TK - 12 Total	5,644.80	5,724.49	5,763.02	5,752.01	5,734.47	5,728.30	5,727.06	5,745.39	5,739.25			

03/04/2024 Page 6 of 6



Memorandum

To: Eastmont Board of Directors

Dr. Becky Berg, Superintendent

From: Spencer Taylor, Executive Director of Elementary Education

Date: March 25, 2024

Re: History and Rationale of Grade Reconfiguration in Eastmont

Background Information:

Eastmont School District has had many different grade level configurations over our 70+ year history including: K-4, K-5, K-6, 5-7, 6-7, 8-12, 7-9, 8-9, 10-12. Eastmont student enrollment has fluctuated from 5,898 in 2014 to 6,111 currently with a high of 6,346 in 2018. Grade level enrollment currently has a range of 403 in 2nd Grade to 514 in 10th Grade. Historically, the 11th and 12th grades are lower due to Running Start averaging about 350 students.

Outcomes:

The K-6, 7-9, 10-12 grade configuration was chosen for the following reasons:

- It maximized our current facilities to best serve our students into the future with growing enrollment. Architects recommended school sizes that maximized relationships, school culture, and staffing efficiencies: 500-600 for elementary schools, 700-800 for junior high schools, and 1,500 for a high school.
- It reduced a transition between schools from 3 to 2, as transitions have a negative impact on students, especially students who are disadvantaged. Previous configuration: K-4, 5-7, 8-9, 10-12 (3 transitions).
- It solved the enrollment challenge at Eastmont Junior High where over 1,000 8th and 9th grade students attended one school for only two years by reducing the school size to around 700 per school and extending the time in junior high to three years.
- It provided 7th grade students access to Career and Technical Education (CTE) courses.
- It balanced student demographics across our schools and provided the pathway
 for Cascade Elementary to qualify for approximately \$150,000 of LAP High
 Poverty state funding. Prior to reconfiguration, Cascade was the only school in
 the district to not qualify for these funds.

Study Timeline:

- January 9, 2013: Eastmont Board of Directors approved a study of our grade configuration due to projected growth in enrollment.
- August 2014: Modernization of Grant Elementary, Sterling Jr High, and Eastmont High Schools is completed.
- October 27, 2015: Report to the Board on facility history, needs, and student growth.
- November 8, 2016: Our 6-year Capital Levy passed combined with a \$10 Million grant from the state to lower class sizes in grades K-3. This added 20 classrooms, 4 cafeterias, and 3 kitchens at our Elementary Schools.
- 2016-2017 Study Process: 14 different grade level configurations were studied with input from stakeholders.
 - 5 Planning Meetings were held with Douglas County Interagency Leaders responsible for long term planning.
 - 10 District Administrator Meetings with reconfiguration as a topic.
 - 9 Board of Directors Meetings with reconfiguration as a topic including specific meetings to receive input from the following groups:
 - Eastmont Employees
 - Parents and Community Members
 - Supervisors and Administrators
 - Architects and Finance Director
 - 18 Employee Newsletter updates.
- December 11, 2017: Board approves reconfiguration to K-6, 7-9, 10-12.

For more information, please go to www.eastmont206.org/parents-community/reconfiguration

2/18/24

Memo

To: Board of Directors

From: Matt Charlton, Assistant Superintendent Secondary Education

RE: 9th Street Field - Facility Use - DRAFT Agreement

A small committee composed of 3-4 Wenatchee FC (Soccer Club) Board Members and three administrators from Eastmont School District (Hoffman, Waterman and Charlton) have been meeting for the past 6 months to create an agreement for your consideration.

The attached agreement was created by the School District Attorney with direction to clearly protect the District's interests and provide clarity in roles, responsibilities, and liability. In reviewing the draft document with Superintendent Berg, she articulated the need for clear separation language to be added should the agreement not meet the District's expectations.

We believe this agreement will:

- promote more community use of the 9th Street Fields
- reduce use of other multi-sport fields (Sterling, EJHS)
- preserve casual use of the facility by community members during non-peak hours
- make improvements to the facility at zero cost to the District
- allow Eastmont's maintenance staff to focus on other facilities
- align with District Facility Use Policy and other Dedicated Use Agreements
- maintain the District's long term control of the property

We recommend acceptance of this agreement. If accepted, we recommend the District report annually to the Board prior to renewal consideration.

Eastmont School District No. 206 Dedicated Facility Usage Agreement

THIS DEDICATED FACILITY USAGE AGREEMENT (the "Agreement") is entered into by and between EASTMONT SCHOOL DISTRICT NO. 206 (the "District") and WENATCHEE FC (the "Club"). Throughout this Agreement, the term "Club" includes, but is not limited to, the Club's employees, agents, representatives, contractors, participants, volunteers, servants, members, spectators, invitees, licensees, and guests. Throughout this Agreement, the District and the Club may also be referred to as "Party", individually, or "Parties", collectively.

1. USE. Club use of District facilities shall be limited to the following:

1.1 Facility Information

- **1.1.1** Field Name: 9th Street Fields
- **1.1.2** Location: Fields south of 9th Street and west of the Eastmont School District District Office and Technology Offices.

1.2 Field Use Schedule

- **1.2.1** The Club shall have use of the facility described in Section 1.1 on the following days and times:
 - **1.2.1.1** Weekdays 5:00 PM to 9:00 PM
 - **1.2.1.2** Weekend/Holidays & Summer Break Days 8:00 AM to 9:00 PM
- **1.2.2** Club matches and practices shall be scheduled at the facility described in Section 1.1 during the times listed in Section 1.2.1.
- 1.2.3 Additional Club facility use requests for the Eastmont Junior High School Upper Field and the Sterling Junior High School Lower Fields shall be made using the District's Facility Use Request Policy (4260-P) when additional full-size fields are needed.

1.3 <u>District Reservation</u>

- **1.3.1** The District reserves the first right of use for school district events or activities.
- **1.3.2** If District use is to occur during the times designated for Club use in Section 1.2.1, the Club shall receive at least 14 days' notice.

1.4 Additional Considerations

1.4.1 Signage

- **1.4.1.1** The Club is allowed to display Club and/or sponsor signage on facility fences.
- **1.4.1.2** Any signage must be pre-approved by the District and consistent with District Policies and expectations for public facilities (worn, frayed signs taken down).

1.4.2 Parking

- **1.4.2.1** The Club shall supervise parking at major events and communicate with large parking lots near the facility prior to major events.
- **1.4.2.2** Both District parking lots (District Office and Technology Office) are available for use after 5:00 PM on weeknights and on weekends.

1.4.3 Storage Shed

- **1.4.3.1** The Club will be allowed to use the existing onsite storage shed and will be provided a key for a District lock.
- 2. USAGE FEES. The Club shall pay the fees identified below. If any such payment is not timely made, the District reserves the right to cancel the Club's use of the facility and to prohibit further use of District facilities by the Club until payment is made.
 - **2.1** The Club agrees to pay the District a usage fee of \$10,000 for the term of this Agreement.
 - **2.2** If both parties agree, in-kind services described below shall be considered in lieu of the usage fee described in Section 2.1.
 - **2.2.1** Removal and disposal of mutually agreed upon fixtures currently located on the property.
 - **2.2.1.1** Baseball backstops (4)
 - **2.2.1.2** Remove dugouts and internal fencing near dugouts
 - **2.2.2** Grading of fields to improve field quality and evenness.
 - **2.2.3** Improvement of access points to the facility.
 - **2.2.4** Improvement of fencing and gates along 9th Street and west fence line.
 - 2.2.5 Rent and pay for temporary bathroom facilities to be placed on the property during soccer season (typically March to mid-November).
 - **2.2.6** Pay for garbage collection and removal during the season.
 - **2.2.7** Maintenance of the facility to include:
 - **2.2.7.1** Regular mowing schedule to include a minimum of once weekly during peak growing season.
 - **2.2.7.2** Regular irrigation schedule as seasonally appropriate.
 - **2.2.7.2.1** Irrigation system maintenance to the pump is the responsibility of the District.
 - **2.2.7.2.2** Irrigation system maintenance from the pump to the sprinkler system would be the responsibility of the Club.
 - **2.2.7.3** Weed and turf management to include fertilization schedule.
 - **2.2.7.3.1** The Club must meet District notification requirements for the public; or
 - **2.2.7.3.2** Contract with the District to complete this.

2.3 All fee payments required under this Agreement shall be delivered to the address set forth below:

Eastmont School District No. 206 800 Eastmont Avenue East Wenatchee, WA 98802

- **2.4** For the initial term set forth below in Section 4, the parties agree that the District will accept the in-kind services list above in Section 2.2 in lieu of the usage fee identified in Section 2.1.
- 2.5 For any renewal term thereafter, as part of the written renewal agreement required by Section 4, the parties shall agree on the in-kind services, if any, to be accepted in-lieu of the usage fees identified in Section 2.1.
- **2.6** Any improvements to the facility described in Section 1.1 shall become part of the facility and title shall vest in the District.
- 2.7 The Club is responsible for all fees incurred for additional custodial cleanup and any other fees associated with the use of the facilities. Invoicing will occur following the use. Payment is due upon receipt of the invoice.

3. DAMAGE, INDEMNIFICATION, AND INSURANCE.

- 3.1 <u>Damage</u>. The Club shall be responsible for and shall immediately pay the cost to repair or replace any real or personal property owned by the District or by a third party that is damaged or destroyed in connection with the Club's activities under this Agreement.
- 3.2 <u>Indemnification</u>. The Club agrees to defend, indemnify, and hold the District ("Indemnitee") and their current and former directors, employees, agents, and representatives, (also, "Indemnitees"), harmless from and against any allegation, claim, demand, suit, cause of action, settlement, judgment, or expense (including attorney fees and all expenses of litigation), (each and all, hereinafter, "Claim"), that may be asserted against any Indemnitee, if a Claim against the Indemnitee relates in any way to the Club's use of facilities or equipment or property hereunder. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any allegation of fault or responsibility against any Indemnitee. Attorney fees and litigation expenses incurred in successfully enforcing the obligations of this Paragraph 3.2 shall be paid by the Club.

In the event a Claim is asserted against an Indemnitee by an employee of the Club, the Club hereby knowingly and specifically waives any RCW Title 51 worker's compensation immunity defenses that otherwise might have been available to it relative to the Club's defense, indemnity, and hold harmless obligations herein; and the parties hereby acknowledge that, by their authorized signatures below, this waiver of RCW Title 51 immunity has been specifically and mutually negotiated.

Any Indemnitee may bring suit to enforce this Paragraph 3.2, in any court of competent jurisdiction, without complying with the dispute resolution and mediation provisions in Paragraphs 7 and 8 below.

- **3.3** <u>Insurance</u>. For the duration of this Agreement, the Club shall maintain in force at its own expense the following insurance:
 - **3.3.1** General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. Such policy shall include, without limitation, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the defense, indemnity, and hold harmless obligations provided under this lease.
 - 3.3.2 There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) calendar days' written notice from the Club or its insurer(s) to the District. The District shall be listed as Certificate Holder on the Club's general liability Certificate of Insurance and shall be endorsed as an Additional Insured under said policy for all activities or risks that may arise from the subject matter of this lease, and the Club shall provide the District with current certificates of insurance evidencing the Club's compliance with this section prior to the use of the Premises.
 - **3.3.3** Such certificates shall include applicable policy endorsements, the thirty (30) calendar day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to District acceptance. The Club shall be financially responsible for all insurance policy deductibles, self-insured retentions, and/or self-insurance.
- 4. TERM. The term of this Agreement shall be for one (1) year and shall commence on March 1, 2024, at 12:00 a.m., and shall terminate on March 1, 2025, at 12:00 a.m. unless terminated earlier as set forth herein. This Agreement may be renewed for successive one (1) year periods upon mutual written agreement of the Parties. If either Party intends to renew this Agreement, that Party shall notify the other Party by February 1, 2025, pursuant to Section 11 of the Agreement.
- 5. **TERMINATION.** Either Party may cause this Agreement to terminate, without cause, with sixty (60) days' written notice to the other Party via mail or personal delivery to the individual identified below. In the event of a termination by the District, the Club shall have no claim or right to damages as a result of such termination, and the Club shall still be liable for standard usage fees or in-kind services described in Section 2 up to the effective date of the termination, which may only be waived at the exclusive option of the District. In the event of such termination by the District, the Club agrees to hold the District harmless and release the District from all claims, damages, or actions that result or may result, directly or indirectly from such termination.

- **6. NO DUAL EMPLOYMENT.** Nothing contained in this Agreement shall be construed as creating any form of an employment relationship between the District and the Club or between the District and the employees, agents, contractors, or volunteers of the Club. The agents, employees, contractors, or volunteers of the Club shall not be entitled to any rights or privileges of employment with the District.
- 7. **DISPUTE RESOLUTION**. The following procedure shall be utilized for the resolution of all disputes regarding this Agreement, with the exception noted in Paragraph 3.2 above: (1) the Club and the District Superintendent (or designee) shall meet to resolve the dispute within thirty (30) days of the event giving rise to the dispute; (2) the Club and the District Superintendent (or designee) may, if they deem it advisable, develop and establish mutually agreed upon rules and procedures to implement, clarify, or in any other manner, carry out the purpose of the intent of this Agreement. Failure to strictly adhere to this procedure shall result in a waiver of any claim, grievance, action, and damage based on all events giving rise to the dispute.
- 8. MEDIATION. If a dispute regarding the terms, conditions, or breach of this Agreement shall not be resolved by the process described in Paragraph 7 above (and assuming that no waiver has occurred by failure to follow the process in Paragraph 7), with the exception noted in Paragraph 3.2 above, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking judicial resolution (which can only occur as provided for in this Agreement), mediate the dispute using the services of a mutually agreed upon independent mediator. The site of the mediation shall be in Douglas County, Washington. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. Failure to strictly adhere to this procedure shall result in a waiver of any claim, grievance, action, and damage based on all events giving rise to the dispute.

9. MISCELLANEOUS.

- **9.1** Governing Policy and Law. This Agreement shall be governed by and construed in accordance with the policies of the District and the laws of the State of Washington.
- 9.2 <u>Venue</u>. If legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Douglas County, Washington.
- 9.3 <u>Non-Waiver</u>. No waiver of any breach of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the District.
- 9.4 <u>Severability</u>. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.
- **9.5** Assignment. This Agreement may not be assigned by the Club without written authorization by the District. Likewise, the Club may not assign the Club's respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the District.

- **9.6** <u>Interpretation</u>. This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any Party or its counsel.
- **9.7** <u>Time of Essence</u>. Time shall be of the essence in the payment of fees and performance of the Club's obligations under this Agreement.
- **9.8** Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations shall be allowed unless by formal, written, mutual agreement.
- 10. ASSUMPTION OF RISK AND RELEASE. The Club understands and assumes the specific risks of its activities in connection with the use of the District's property. By entering into this Agreement, the Club voluntarily acknowledges and assumes the specific risks of its activities and hereby releases, discharges, and holds harmless the District and its directors, agents, representatives, and employees from all liability arising from its activities in connection with the use of the District's property. Any accident involving injury to persons or damages to District facilities or equipment occurring during the use of the facilities or equipment shall be reported to the District immediately.
- 11. NOTICE. Any notices given hereunder by either party may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated as of the effective day of mailing, if prepaid. All notices shall be sent to the addresses stated in the signature block below unless actual notice in writing of a different address for notices is received by the other party.
- **12. TRAINING ASSURANCE.** The Club agrees to verify that all coaches, athletes, and their parent/have complied with mandated policies for the Management of Concussions and Head Injuries as prescribed by RCW 28A.600.190(2) and Sudden Cardiac Arrest Awareness as prescribed by RCW 28A.660.195(3) if applicable.
- 13. FACILITY SUPERVISION REQUIREMENTS. The Club is responsible for supervision of all participants and is responsible for the conduct of those present. The District reserves the right to review upon request any planned activity and require additional supervision or security when it deems it appropriate. Any loss or damage resulting from activities of the participants will be billed to the Club. Failure to comply with this requirement or pay any damage charges may result in termination of this agreement.

The use of alcoholic beverages, narcotics, tobacco, marijuana, vapes, illegal drugs, profanity, unauthorized gambling, possession of guns, weapons, and unruly conduct or any other unlawful activities on this property is prohibited.

- **14. PREVAILING WAGE**. To the extent the Club intends to use third-party contractors to perform any of the in-kind services listed in Section 2, that contract must comply with the prevailing wage requirements of Chapter 39.12 RCW.
- **15. SURVIVAL.** All of the provisions of this Agreement, including, but not limited to, the Club's defense, indemnification, and hold harmless obligations in Paragraph 3.2, shall survive the expiration, cancellation, or termination of this Agreement.
- **16. AUTHORITY.** The undersigned represent that they are authorized to enter into this Agreement.

Dated this day of, 202	24.	
EASTMONT SCHOOL DISTRICT	WENATCHEE FC	
Printed Name:	Printed Name:	
Title:	Title:	
Address: 800 Eastmont Avenue East Wenatchee, WA 98802	Address:	
Phone:509-884-7169	Phone:	
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