

**Board Mtg.**

**BURLINGTON-EDISON SCHOOL DISTRICT NO. 100**

**Mar. 28, 2016**

The Board of Directors of Burlington-Edison School District No. 100 met on March 28, 2016 in the Board Room of the Administration Office at 7:00 p.m.

Board Members Present: President, Rich Wesen; Vice-President, David Lowell; Members, Bill Wallace, Troy Wright, and Roger Howard.

Staff Members Present: Laurel Browning, Superintendent; Dr. Jeff Drayer, Assistant Superintendent; K.C. Knudson, Executive Director of Teaching and Learning; Director of Special Programs, Jeff Brown; Technology and Finance Director, Joe Stewart; Director of Equity and Assessment, Bryan Jones; and Deputy Board Secretary, Jennifer Dalton.

President Wesen called the meeting to order at 7:00 p.m.

CALL TO  
ORDER

This month the Pledge of Allegiance was led by Superintendent Browning.

PLEDGE OF  
ALLEGIANCE

President Wesen opened the floor to any members of the audience who wished to address the Board.

**Scott Mangold**  
**14083 Gilmore Ave.**  
**Bow, WA 98232**

AUDIENCE  
PARTICI-  
PATION

Mr. Mangold addressed the Board about the Highly Capable Program (High Cap). Mr. Mangold stated that he sent a letter to the Board in regards to the funding or lack of funding for the Highly Capable Program. He mentioned that he would like to be a part of the B-ESD's budget meeting or at least be informed of the details of the meeting. He also stated that he would like to end the no play-to-pay fees. He inquired about the purpose of the High Cap Program for the students and mentioned again that B-ESD's High Cap. Program is not meeting the state requirements. He was looking forward to the focus group meeting on Wednesday being held by B-ESD and that one of the primary things missing for this program is the dollars.

APPROVAL  
OF MINUTES

Mr. Lowell moved to approve the minutes of the regular meeting of February 22, 2016 and the work session of March 14, 2016. Mr. Wallace seconded; motion carried.

Mr. Wright moved to approve the Consent Calendar. Mr. Howard seconded, and the motion carried.

APPROVAL  
OF  
CONSENT  
CALENDAR

Items approved on the consent calendar are as follows:

APPROVAL  
OF  
WARRANTS

Approval was granted for payment of warrants subject to review by the Board member designated by the Board President at the end of the month. Items covered are the March 2016: General Fund Warrant Nos. 331277 through 331416; and 331418 through 331664; Associated Student Body Fund Warrant Nos. 331417 through 331417; 331665 through and 331708; and Trust Fund Warrant Nos. 331709 through 331709.

The attached appointments, resignations, and leaves of absence were approved/accepted.

PERSONNEL  
ITEMS

The Board approved the following travel items:

APPROVAL  
OF TRAVEL

- The travel of B-EHS staff member, Geoff Anderson, and 16 students to Seattle, WA on March 31-April 2, 2016 to attend the Washington Technology Student Association State Conference. Costs for the trip will be paid by the ASB budget and by the students. Travel will be via school bus.
- The travel of Federal Programs Director for Migrant Education, Arturo Vivanco, and West View staff member, Luis Lopez to San Diego, CA, on April 23-27, 2016 to attend the National Migrant Conference. Costs will be paid by the Migrant (5300) budget; travel will be via other.
- The travel of B-EHS teacher, Liza Bancroft, one chaperone, and five students to Kent, WA on April 29-30, 2016 to attend the ASL State Competition. Costs for the trip will be paid by the ASB budget; travel will be via school van.
- The travel of B-EHS staff member, Anna Gildnes, and five students to Spokane, WA on May 3-5, 2016 to attend the State Livestock. Costs for the trip will be paid by the FFA/ASB budget; travel will be via school van.
- The travel of B-EHS staff members, Anna Gildnes and Brian Raupp, and 15 students to Pullman, WA on May 11-15, 2016 to attend the State Leadership. Costs for the trip will be paid by the FFA/ASB budget; travel will be via school van.
- The travel of B-EHS staff members, Anna Gildnes and Greg Knutzen, to Pasco, WA on June 26-30, 2016 to attend the Ag Teacher Conference. Costs for the trip will be paid by the CTE budget; travel will be via privately owned vehicle.
- The travel of B-EHS staff member, Greg Knutzen, to Brewster, WA on April 13-14, 2016 to attend the Invitational Golf Tournament. Costs for the trip will be paid by the ASB budget; travel will be via school van.

- The travel of B-EHS staff member, Greg Knutzen, to Suncadia, WA on April 25-26, 2016 to attend the Invitational Golf Tournament. Costs for the trip will be paid by the ASB budget; travel will be via school van.
- The travel of B-EHS staff member, Brian Raupp, and five students to Moses Lake, WA on April 13-14, 2016 to attend Ag Mechanics. Costs for the trip will be paid by the FFA/ASB budget; travel will be via school van.
- The travel of B-EHS staff member, Dalila Rodriguez, and 20 students to Ellensburg, Pullman, and Cheney, WA on April 13-15, 2016 to tour universities in Eastern Washington. Costs for the trip will be paid by the FFA/ASB budget; travel will be via charter bus. She will be accompanied by 20 other students and 3 chaperones from MVHS.
- The travel of B-EHS staff members, Clark Colby and Hannah Eger, and 30 students to Coeur d'Alene, ID on May 20-22, 2016 to perform in the Music in the Parks Festival. Costs for the trip will be paid by the Booster budget, students and fund-raisers; travel will be via charter bus.

APPROVAL  
OF TRAVEL

The Board approved the following donation items.

- Accept the donation of \$1,500.00 to Allen Elementary School from Mr. James A. Lowe to be used for field trips, assemblies, and special materials for class.

APPROVAL  
OF  
DONATION

The Board approved the 2016-17 Skagit Detention Center Education Program Interlocal Cooperative Agreement. The agreement is to provide educational programs for children and youth confined in Skagit County juvenile detention centers as authorized by RCW 28A.310.180 and/or other applicable laws.

APPROVAL  
OF  
SKAGIT  
DETENTION  
CENTER ED.  
PROGRAM  
AGREEMENT

The Board approved the 2016-2017 Science Materials Center Cooperative with Northwest Education School District 189 is to join together for the purpose of providing services related to refurbishment of science materials and professional development.

APPROVAL OF  
SCIENCE  
MATERIALS  
CENTER COOP.

President Wesen asked the Board if they had any comments.

Mr. Wallace commented that he had a good tour of Lucille Umbarger. The Board had an opportunity to sit down with Principal, Nick Hayes, and he appreciated his candor. He mentioned that they had two great student leaders take the Board around the school. One happened to be Mr. Wright's son. It was a good day at Lucille Umbarger.

BOARD  
COMMENTS

Mr. Wesen stated that he enjoyed the tour at Lucille Umbarger. He also attended the High School play, Les Miserables, and that it was a good play.

Finance Director, Joe Stewart, presented the monthly Fiscal Report and answered questions from the Board. He stated that B-ESD is above the Board goal with staffing at 420 FTE, an increase of 15 FTE from last year. The enrollment number is at 3,573. B-ESD has had a much more

FISCAL  
REPORT

FISCAL  
REPORT

consistent enrollment than ever seen. B-ESD is looking at coming in above our enrollment projections.

POLICY 2418/  
WAIVER OF  
HIGH SCHOOL  
GRADUATION  
CREDITS

Mr. Wallace moved to give first reading to new Policy No. 2418/Waiver of High School Graduation Credits, allowing for the superintendent or designee discretion to grant a waiver of up to two credits for graduation. Mr. Howard seconded and the motion carried.

APPROVAL  
Of  
THOUGHT  
EXCHANGE

Mr. Howard moved to approve Thoughtexchange, a company that will combine a software-driven online process with facilitation services in an unprecedented way to engage stakeholders in a meaningful dialogue, which over time creates trust in the District. Mr. Wright seconded and the motion carried.

HAND OUT  
OF  
DIPLOMAS

Mr. Wallace and Mr. Wright will hand out diplomas at B-EHS graduation.

NEXT BOARD  
TOUR

The next Board tour of the year is scheduled for Monday, April 18, 2016, at Edison Elementary School starting at 8:30 a.m.

NEXT WORK  
SESSION

A work session is scheduled for Monday, April 11, 2016, starting at 4:30 p.m. in the Board Room of the District Office.

NEXT  
REGULAR  
MTG

The Board's next regular meeting will be held on Monday, April 25, 2016, starting at 7:00 p.m. in the Board Room of the District Office.

WARRANTS

Mr. Wright will go over the warrants this month.

INFO ON EXIT  
AUDIT  
SURVEY

Mr. Wesen will attend the Exit Survey for the B-ESD Audit on Thursday, March 31, 2016.

At approximately 7:28 p.m., Mr. Wesen announced the Board would take a brief recess and then proceed into Executive Session for the purpose of discussing a legal matter and classified negotiations. The public is being excluded due to the sensitive nature of these matters. He stated that he anticipated the Executive Session would be no more than 45 minutes long, and that the Board would not take action upon return to the public session.

RECESS  
INTO  
EXECUTIVE  
SESSION

At approximately 7:33 p.m., the Board met again for Executive Session.

At approximately 8:03 p.m., the Board reconvened in regular session; no action was taken; and there being no further business before the Board, the meeting was adjourned.

ADJOURNED

---

Board President

---

Board Secretary

# SKAGIT COUNTY DETENTION CENTER EDUCATION PROGRAM INTERLOCAL COOPERATIVE AGREEMENT

## I. INTRODUCTION

WHEREAS, legislatively approved staffing ratios preclude the resident districts from generating sufficient staff to meet the needs of students with specialized education program requirements;

WHEREAS, cooperative student programs provide a more efficient and economical basis for managing and implementing special services programs;

WHEREAS, districts have chosen to avoid unnecessary duplication of unusually expensive programs and rather choose to try to free up resources to provide educational programs not otherwise available;

WHEREAS, Northwest Educational Service District 189 (hereinafter referred to as "NWESD") has historically provided special services on a cooperative basis;

WHEREAS, the Skagit County school districts in Washington have requested that NWESD provide special services for their students;

WHEREAS, RCW 39.34, RCW 28A.310.180, and RCW 28A.310.340 authorize the school districts and educational service districts to join together to engage in various activities, including having the educational service district provide cooperative service programs; and,

WHEREAS RCW 28A.190 and WAC 392-122-200 authorize institutional education programs.

NOW THEREFORE, a cooperative service program is hereby created wherein NWESD will provide education services to the district which is signatory to this Agreement for Cooperative Service Program (herein referred to as "Agreement"), according to the terms and conditions contained herein.

## II. NAME/PURPOSE

The name of this cooperative service program is the Skagit County Detention Center Educational Program (hereinafter referred to as "Program"). The general purpose of the cooperative is to provide educational programs for children and youth confined in Skagit County juvenile detention centers as authorized by RCW 28A.310.180 and/or other applicable laws.

This Agreement supersedes any Agreement prior to September 1, 2016, between NWESD and the district which is signatory to this Agreement for the operation of a juvenile detention center education program.

## III. MEMBERSHIP

Membership in this cooperative requires all members to sign this Agreement. "District" shall hereafter refer to districts that have signed the Agreement for the 2016/17 program year and agree to be financially responsible as a cooperative member for a proportionate share of any excess Program costs.

## IV. FINANCING

The students served by this Program are residents of one of the Districts, and accordingly, it is acknowledged that each District retains the responsibility to provide an appropriate public education for its students.

Prior to the start of each year, NWESD will develop a proposed budget, comparing the amount anticipated to be received as apportionment with planned costs of the Program. The NWESD shall receive indirect costs of nine percent (9%) for administering this Program. Such budget will be provided to each District representative and the Advisory Council members for review.

It is anticipated, but not certain, that this Program will be financed by apportionment from the State of Washington to NWESD, with that apportionment covering most, if not all, of the costs of the Program. The Districts agree to pay all unfunded costs of the Program. Any and all such unfunded costs will be proportionately distributed among the Districts. Each District's contribution will be determined by calculating the five-year average percentage of the Program its students represent, and a proportionate share of students who are non-county residents. Specifically, each District's total number of student FTE will be divided by the total FTE within the Program, based on monthly enrollment reporting, added to each District's proportionate share of the non-county resident population.

Final settlement will be determined upon the close of all accounts for each program year. Should any payments for unfunded costs be anticipated or required, the NWESD will invoice in accordance with the following schedule.

- A. On or before January 31 of the school year: Fifty percent (50%) of any projected annual unfunded cost for the school year attributable to each District, based upon the estimated shortfall.
- B. On or before June 30 of the school year: Fifty percent (50%) of any projected annual unfunded cost for the school year attributable to each District, based upon the estimated shortfall.
- C. On or before September 30 of the following school year: The difference between the actual and projected annual unfunded cost for the school year attributable to each District, should additional funds be required. If the projected shortfall was greater than the actual shortfall a proportionate share of the overpayment will be credited to each District's future Program obligation.

#### **V. ADVISORY COUNCIL**

An Advisory Council consisting of the superintendent of each participating District, or his/her designee, is hereby created. The purpose of such Advisory Council is to monitor the performance of this Agreement, amend this Agreement (with concurrence of all parties affected), and terminate this Agreement as provided in Section IX.

Activities of the Advisory Council shall take place as needed, called by a majority of its members or by the Superintendent of NWESD, or his/her designee. Decisions by the Advisory Council will be made by a vote of greater than fifty percent (50%) of a quorum. A quorum is defined as at least fifty percent (50%) of the representatives appointed to the Advisory Council. Participation may occur via technological participation, including email providing at least seven (7) calendar days prior written notice was provided to each District superintendent or designee.

#### **VI. RIGHTS AND OBLIGATIONS OF NWESD**

The NWESD Board of Directors and Superintendent agree to provide educational services pursuant to requirements of the Office of the Superintendent of Public Instruction (OSPI). In accordance with this Agreement, NWESD shall:

- A. Operate an education program as approved by the Advisory Council to meet the unique educational needs of children and youth involved in the juvenile justice system;
- B. Implement institutional programming consistent with State standards as identified by OSPI and the State Board of Education (e.g., RCW 28A.190 and WAC 392-122-200).
- C. Maintain quality educational standards, under the guidance of the Advisory Council, identified in Section V above;
- D. Coordinate the exchange of educationally relevant student information between NWESD, the District, and the student's last known school of attendance to promote learning consistent with each student's learning continuum;

- E. Coordinate with last known district of attendance for enhanced educational services to the extent possible within the juvenile justice facility, and pursuant with Section VII.A of this Agreement;
- F. Administer the Program, including filing such documents and obtaining such approvals as necessary to receive all appropriate State funding (e.g., monthly reporting of students to OSPI for CEDARS) to NWESD according to the policies and procedures adopted by the NWESD Board of Directors;
- G. Maintain fiscal record-keeping of expenditures to permit verification that federal Title 1 D funds and state apportionment funds are each used for appropriate purposes and tracked separately.
- H. Recruit, employ, and supervise educational staff to adequately operate the Program. All staff for the Cooperative shall be employed by NWESD and subject to the policies and rules and regulations of NWESD, including teacher certification as required by the State of Washington and Title 1, Part D funding;
- I. Contract or subcontract with other entities to provide needed services to operate this Program including but not limited to GED preparation, pre-employment and vocational preparation, counseling and nursing services, etc.; and,
- J. Be entitled to receive the monies necessary to operate the Program, as described in Section IV.

## **VII. RIGHTS AND OBLIGATIONS OF THE DISTRICT**

In exchange for having NWESD operate the Program described in this Agreement, the District agrees to permit the NWESD to claim funding on behalf of any student served by the Program and to reimburse the NWESD for excess costs in accordance with Section IV.

Nothing in this Agreement precludes any District obligation to provide educational programs for juveniles in adult jails, pursuant to RCW 28A.194 and WAC 392-122-228, when such adult correctional facility is located within the District service boundaries.

The District acknowledges that by entering into this Agreement they are causing financial commitments by other parties to occur and therefore agree they will not terminate prior to the expiration date without the consent of NWESD and any other party to this Agreement that would suffer financially thereby. In the event of such unilateral termination without consent, the terminating party agrees to indemnify and pay other parties that have not agreed thereto for any financial loss which results from such termination.

Additionally:

- A. The District acknowledges that Chapter 28A.155 RCW, Chapter 392-171 WAC and Chapter 392-172A WAC impose responsibilities and that those responsibilities are not distinguished by delegation, in part or in total, under this Agreement.

To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this Agreement is that NWESD provide cooperative services to deliver the specialized services for which they would otherwise qualify in their resident District. The resident District shall retain the responsibility to:

1. assure their particular students are receiving an appropriate education, including ESA provided services and timely initial evaluations or re-evaluations, as well as the re-evaluation of students while they are detained at the county detention center, as specified in Chapter 392-172A WAC;
2. comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-171 WAC, Chapter 392-172A WAC, and Public Law 108-446 (IDEA); and,
3. incorporate Chapter 392-171 WAC, Chapter 392-172A WAC, and Public Law 108-446 (IDEA) required policies.

- B. The District waives any locally-established procurement requirements that are more restrictive than those established by statute for fees/purchases initiated pursuant to this Agreement.
- C. The District will not use federal funds for payment of any fees/purchases related to the Agreement, unless it provides prior written notice to the NWESD Assistant Superintendent for Finance and Compliance. This will assure the District and NWESD can proactively explore and meet any federal procurement requirements.

#### **VIII. DISPUTE RESOLUTION**

Disputes arising out of this Agreement, excluding indirect and administration costs, shall be resolved in the following fashion:

- A. If the dispute is between participating Districts, then the disputing parties will present their arguments first to the Director of Special Programs and Services of NWESD to make a determination. If need be, it may then be referred to the Superintendent of NWESD.
- B. If the dispute is between one or more participating District(s) and NWESD, then each participating District will appoint someone to represent it, NWESD will appoint someone to represent it, and those parties will appoint someone as a neutral representative. This panel's decisions will be limited to the provisions of this Agreement, be determined by a majority vote, and be binding on the parties.

#### **IX. TERM OF AGREEMENT/TERMINATION**

This Agreement's initial duration is from September 1, 2016, through August 31, 2017, and will be automatically renewed each year unless written notice of termination is given in the manner provided herein. For a termination to be effective, written notice must be provided to the other party by April 1 prior to the termination date, as provided below.

- A. If the Districts wish to terminate the Agreement in its entirety, the Advisory Council shall provide written notice to the NWESD no later than April 1 of the preceding program year (e.g., April 1, 2017, for the 2017/18 program year).
- B. If the NWESD wishes to terminate the Agreement in its entirety, the NWESD shall notify the member Districts no later than April 1 of the preceding program year (e.g., April 1, 2017, for the 2017/18 program year).

This Agreement may be modified only upon recommendation by Advisory Council as per Section V, and fully executed by NWESD and the Districts, specifying conditions and date of modification.

#### **X. OWNERSHIP OF ASSETS**

All assets acquired by NWESD and placed in service for the cooperative shall remain the property of NWESD. Any asset acquired by the District and used in the Program, because the Program component is situated within the District, will remain the property of the District. Works created by NWESD under this Agreement shall also remain the property of NWESD (e.g., developed training manuals or other published documents). Should the Program be dissolved, the Advisory Council shall prepare a list of all assets, including any fund balances, and make recommendations to the superintendents of NWESD and member Districts for disbursement.

#### **XI. SUSPENSION AND DEBARMENT**

The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a



business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of this Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

## XII. ASSIGNMENT/WAIVER/SEVERABILITY

No rights or responsibilities required or authorized by this Agreement can be assigned by any party hereto unless allowed in this Agreement.

No provision of this Agreement, or the right to receive reasonable performance or any act called for by its terms, shall be deemed waived by a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

## XIII. HEADINGS/SIGNATURES/APPROVAL


The headings of each section of this Agreement are only provided for the aid to the reader. If there is any inconsistency between the heading and the context, the context will prevail.

By signing this Agreement, the parties acknowledge that they have read and understand this Agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with any appendices, constitutes the entire Agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement.

By signing below, each party affirms that this Agreement has been approved by his/her board of directors or he/she has been given authority by such board to enter into this Agreement. A copy of authorizing school board minutes or resolution, as appropriate, will be attached hereto.

  
\_\_\_\_\_  
Superintendent  
Burlington-Elkhorn  
School District  
Skagit County, Washington

3.5.16  
Date

  
\_\_\_\_\_  
Dr. Gerald W. Jenkins, Superintendent  
Northwest Educational Service District 189  
Skagit County, Washington

6/8/16  
Date

  
\_\_\_\_\_  
S. Woods, NWESD SP&S Assistant Director

5/31/16  
Date

  
\_\_\_\_\_  
S. Cutshall, NWESD SP&S Director

5/19/16  
Date