

DRAFT

Board Mtg. BURLINGTON-EDISON SCHOOL DISTRICT NO. 100 Mar. 27, 2017

The Board of Directors of Burlington-Edison School District No. 100 met on March 27, 2017 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; Finance and Technology Director, Joe Stewart; Director of Equity and Assessment, Bryan Jones; and Deputy Board Secretary, Jennifer Dalton.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

This month the Pledge of Allegiance was led by Chloe Howe and Ben Belisle, from Lucille Umbarger.

SCHOOL REPORT
LU

The School Report was led by Principal Hayes, third grade teachers Ms. Farmer, Ms. Collins and Ms. Lemos, and students: Alexander, Ben Belisle, Chloe Howe, Anola Rodriguez and Jacob Lowell. Their presentation was on technology integration specifically in third grade classrooms. Mr. Hayes outlined two models for their instructional direction. The SAMR model for technology integration. This model is used to support students in classrooms. SAMR stands for: substitution (technology acts a direct tool substitute, with no functional change), augmentation (technology acts as a direct tool substitute, with functional improvement), modification (technology allows for significant task redesign), and redefinition (technology allows for the creation of new tasks, previously inconceivable). ISTE (International Society for Technology in Education) standards, these standards tie in well with the District's NDPL.

Ms. Lemos talked about the online curriculum for reading, Raz-plus. She stated that there were different tools in the reading A-Z and that instructional levels could differ and fit the needs of every students. Teachers received immediate feedback on what the students were reading and how they are doing which gave them a clear overall understanding of where their class was and in what range they were reading in. This program also gave them options of reading in English or Spanish.

Ms. Farmer introduced the students who presented on 3D printing, adaptations from summit to sea, and coding. These students were encouraged to explore comparative facts and then conclude with their personal opinion.

At approximately 7:30 p.m., President Wesen announced the Board would take a brief recess. At approximately 7:35 p.m., the Board met again for regular session.

RECESS

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

Nick Hartman
Burlington

Ms. Hartman stated that it was a school districts primary responsibility for safety at school. As a parent with children who attended Lucille Umbarger, she had concerns about the bullying there. She asked the board to consider the following three items:

AUDIENCE
PARTICI-
PATION

- 1) Add additional personnel to support staff.
 - 2) Training, district wide, about bullying intervention and reporting.
 - 3) Invest in an outside program such as the No Bully System.
- (Please see handout)

Mr. Lowell moved to approve the minutes of the regular meeting of February 27, 2017 and the work session of March 13, 2017. Mr. Wallace seconded; motion carried.

APPROVAL
OF MINUTES

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

APPROVAL
OF
CONSENT
CALENDAR

Items approved on the consent calendar are as follows:

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 2017: 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.

APPROVAL
OF
WARRANTS

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

PERSONNEL
ITEMS

The Board approved the following travel items:

- The travel of B-EHS staff member, Kris DeBruine, to Washington, DC on April 4–8, 2017 to attend the National APP Design Challenge Competition. Costs for the trip will be paid by the CTE budget. Travel will be via airplane.
- The travel of B-EHS staff member, Brian Raupp, and five students to Yakima, WA on April 13–14, 2017 to attend the State Agriculture Mechanics. Costs will be paid by the ASB budget; travel will be via school van.

APPROVAL
OF
TRAVEL

The Board approved the following donation items.

- Accept the donation of games, activities, and grocery market for learning through play and curriculum with a value of \$604.35 from Donor's Choose for Edison Elementary to be used for Kindergarten classroom play and to teach letters, sounds, and numbers with games.
- Accept the donation of \$2,000.00 from Sakata Seed America Inc. for West View Elementary to be used for the Garden Committee to make a garden.
- Accept the donation of \$750.00 from the Soroptimist of Burlington for B-EHS to be used for the Natural Helpers and their annual retreat expenses.

APPROVAL
OF
DONATIONS

The Board approved the 2017-18 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
2017-18
DETENTION
CENTER
INTERLOCAL
AGREEMENT

The Board approved the Asset Preservation Program (APP) in which Inventory and Condition of Schools System (ICOS's) rating system is used, ensures that we are in compliance with the State's requirements.

APPROVAL C
APP

President Wesen asked the Board if they had any comments.

BOARD
COMMENTS

Mr. Lowell stated that there was nothing more powerful than show and tell and that he appreciated the third grade students for sharing their presentation on Chromebooks, and technology. He commented on how great it was that the District was exposing our students to this type of technology and that they are going to need this to compete in this world.

Mr. Wallace stated that Lucille Umbarger put on a great presentation and that it was interesting to see what kids can do with computers. He enjoyed the school tour at LU and spending time in the classroom. He mentioned the bipartisan support regarding the Levy Cliff and hoped this support would drip into the schools from the Legislator. He thanked Mr. Stewart for all his work on the Bow Hill parcel sale.

Mr. Wright commented on his opportunity to watch the high school play, In the Heights. He said it was an amazing production and to see how many students were involved. He guessed there had to be at least 50-60 students. He also went and saw some of the choirs perform and was happy to see how many students were participating. He complimented the District for the great job on building these programs.

Mr. Wesen stated that it was always great to see what the drama department was doing. He thanked Mr. Wallace for his work on Blanchard Forest. He said that the LU tour was interesting and he realized how many diverse and different students the school was working with. He was also able to attend the busy Edison carnival. Mr. Wesen thanked Donor's Choose, Sakata Seed America Inc., and the Soroptimist's of Burlington for their generous donations.

Director of Finance and Technology, Joe Stewart, presented the monthly Fiscal Report and answered questions from the Board.

FISCAL
REPORT

Mr. Wallace moved to approve the purchase of (3 each) 2017 Thomas Built, Minotour DRW 051MS, 20 passenger school bus and (3 each) 2018 Thomas Built Saf-T- Liner, HDX 130YS-ISL-270hp, 72 passenger school bus. Mr. Wright seconded and the motion carried.

APPROVAL
OF THE
PURCHASE
OF
BUSES

Mr. Wright moved to give first reading of the revised Policy No. 3115/Homeless Students- Enrollment Rights and Services, allowing the District to comply with amendments to the McKinney-Vento Act and Title 1, Part A of the Every Student Succeeds Act (ESSA) that took effect on October 1, 2016. Mr. Lowell seconded and the motion carried.

POLICY 3115
HOMELESS
STUDENTS-
ENROLLMEN
RIGHTS &
SERVICES

Mr. Howard moved to set the date for B-EHS graduation as June 9th, 2017, and that Mr. Lowell and Mr. Wesen will hand out diplomas. Mr. Wright seconded and the motion carried.

HAND OUT
OF
DIPLOMAS

The last Board tour of the year is scheduled for Monday, April 17, 2017, at Edison Elementary School starting at 8:30 a.m.

LAST BOAR
TOUR

A work session is scheduled for Monday, April 10, 2017, starting at 4:30 p.m. in the Board Room of the District Office. There will be an action item to accept the Zervas Group Contract.

NEXT WORK
SESSION

The Board's next regular meeting will be held on Monday, April 24, 2017, starting at 7:00 p.m. in the Board Room of the District Office.

NEXT
REGULAR
MTG

There is no work session in May. A Board Retreat is scheduled for May 8th, at 5:00 p.m. at Max Dale's Restaurant.

BOARD
RETREAT
MAY

Mr. Wesen will go over the warrants this month.

WARRANTS

At approximately 7:53 p.m., there being no further business before the Board, the meeting was adjourned.

ADJOURNE

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 <county> County school districts in Washington have requested that NWESD provide special services for their students;

WHEREAS, Chapter 39.34 RCW, 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 Chapter 28A.190 RCW 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 center as authorized by RCW 28A.310.180 and/or other applicable laws.

This Agreement supersedes any Agreement prior to September 1, 2017, 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 2017/18 program year, or any successor year, and agree to be financially responsible as a cooperative member for a proportionate share of any annual 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, based on monthly enrollment reporting, 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, and then added to each District's proportionate share of the non-county resident population to calculate the District total proportionate share.

Should any payments for unfunded costs be anticipated or required, the NWESD will invoice in accordance with the following schedule.

- A. Monthly, on or before the 10th of each month commencing with October: the estimated district contribution of unfunded monthly cost based on the prior five-year average, except as noted below.
- B. Annually, on or before September 30 of the following school year: In lieu of monthly invoicing for August, the difference between the actual and projected annual unfunded cost for the school year attributable to each District, should additional funds be required, as calculated on actual five-year average proportionate share to date. 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.

Given apportionment revisions from OSPI, the NWESD will adjust projected shortfall and, as appropriate, apply this adjustment to proportionate district share during the February and July invoicing cycle. Final settlement will be determined upon the close of all accounts for each program year.

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). All staff for the Cooperative shall be employed by NWESD and subject to the policies and rules and regulations of NWESD, including regulations pertaining to RCW 28A.400.303, RCW 28A.400.322 and RCW 28A.400.330, and teacher certification as required by the State of Washington and Title 1, Part D funding. 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., Chapter 28A.190 RCW 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;
- 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 programming for juveniles in adult jails, pursuant to Chapter 28A.194 RCW 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, 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 students 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 Educational Staff Associate (ESA) provided services and timely initial evaluations or re-evaluations of students while they are detained at the county detention center; and,
 2. Comply with and incorporate all provisions required by Chapter 28A.155 RCW, and Chapter 392-172A WAC.
- 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.
- D. In accordance with RCW 28A.400.330, employees, agents, and contractors of the NWESD and District are prohibited from working at a public school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the District immediately terminating the contract.

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, 2017, through August 31, 2018, 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, 2018, for the 2018/19 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, 2018, for the

2018/19 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. INDEMNITY

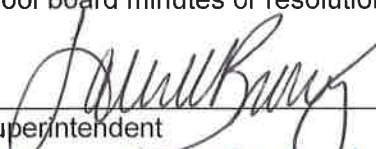
NWESD shall defend, indemnify and hold harmless the District in full for any and all claims against the District or its employees, officials, or contractors which arise from the acts or omissions of NWESD and its employees, officials, and contractors in the provision of the services under this Agreement. The District shall defend, indemnify, and hold harmless NWESD in full for any and all claims against Northwest ESD or its employees, officials, or contractors which arise from the acts or omission of the District.

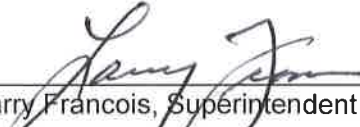
XIV. HEADINGS/SIGNATURES/APPROVAL

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.

 3.22.17
Superintendent Date
BURLINGTON-EDISON School District
Skagit County, Washington

 6/15/17
Larry Francois, Superintendent Date
Northwest Educational Service District 189
Skagit County, Washington

 6/2/17
S. Dahl, NWESD SP&S Assistant Director Date

 6-2-17
S. Cutshall, NWESD SP&S Director Date