



Mukilteo School District

Mukilteo School District No. 6 Everett, Washington Board Meeting of April 3, 2017

At 4:30 p.m., President of the Board John Gahagan called the Board meeting to order with Mr. Simmons, Mrs. Schwab, Mr. Kennedy and Mr. Thorp present.

Call to Order

The Board participated in a school dialogue with members of the staff and students at Picnic Point Elementary School.

School Dialogue

At 5:30 p.m., the Board recessed to travel to the District Office.

Recess

The Board reconvened into regular session at 6:02 p.m.

Reconvene

Mr. Gahagan led the flag salute. Mr. Bissell, Miss Lee and Miss Tamayao joined the meeting at this time. There was an audience of approximately 30.

Flag Salute

Mr. Gahagan asked for revisions to the minutes. There were no revisions and the minutes of the Regular Meeting of March 13, 2017, were approved as presented.

Approval of Minutes

Mr. Gahagan asked for revisions to the Board agenda. There was an addendum to the personnel report and no other changes.

Review of Agenda

Mitchell Yates of ACES High School, Charlie Tran of Serene Lake Elementary, and Mariama Sannah of Fairmount Elementary were recognized as outstanding students.

Communications to the Board: Student Recognition

Miss Lee reported that Kamiak students had elected new ASB officers, and the new President was Ketta Davis. Class elections would be held on Thursday. Four new clubs were also approved including Fit and Fashion, Students Against Destructive Decisions (SADD) and Science, Technology, Engineering and Math (STEM). The Spring Play, *Footloose*, would open on May 5th.

Student Director Reports

Miss Tamayao reported that Mariner's play, *The Wiz*, had just ended and was very successful. She was pleased to report that former student

Mary Lambert was in attendance for the final show. Jermaine Kearse from the Seahawks was the keynote speaker of a recent assembly, and the Boys Soccer team was doing very well.

Mr. Bissell reported that ACES students had the opportunity to purchase sweatshirts, and a rock/paper/scissors competition was recently held during lunch.

Mr. Thorp reported that he had attended the Washington State School Directors Association (WSSDA) Regional Meeting held at Sno-Isle TECH Skills Center the prior week, and that the event had a new and different format. He was pleased with the direction that the organization was taking.

Director Reports

Mr. Kennedy also attended, and noted that this was his first Regional meeting. He enjoyed the presentation with State Superintendent of Public Instruction Chris Reykdal, as well as presentations by members of the State Board of Education and the new WSSDA Director. He also attended a choir concert at Explorer, which had a new choir director.

Mrs. Schwab reported that she, Mr. Gahagan, Mr. Simmons and Dr. Larsen had attended the National School Boards Association (NSBA) annual conference held in Denver. They heard inspirational speakers, including Astronaut Scott Kelly. One of the themes was about the value of making hard decisions. The breakout sessions were good, and differentiated support systems, and diversity and inclusion were also discussed.

Mrs. Schwab continued that she and Mr. Simmons had the opportunity to attend a lecture by Bryan Stevenson, founder of the Equal Justice Initiative. In his lecture he spoke about the need for equity in education, and emphasized the value of staying in proximity to the poor, using the power of narrative to gain support for change, remaining hopeful while working to address difficult problems and accepting that doing the right thing might occasionally be uncomfortable.

Mrs. Schwab continued by noting that she also saw Mariner's production of *The Wiz*, and thought it was fabulous, with great costumes. She was impressed that the student playing the Scarecrow did all the choreography for the show. The previous Friday, she attended the Kamiak Winter Percussion Show, featuring the Winter Guard and drum line.

Mr. Gahagan reported that one of his favorite sessions at NSBA was about achievement disparities, with plotted data for every school district in the country and the causal relationship between poverty and

achievement gaps. He stated that much of the presentation was what they already knew; that there is a gap between poorer students and more-privileged ones. He was pleased to note that Black and Hispanic students had shown great improvement in the last few years.

Mrs. Schwab added that another topic was about the challenge of students living in voucher states, and that there was an increasing gap between students who went back to public education. She also noted that at the School Dialogue held earlier in the evening at Picnic Point, a wonderful presentation was made by a 5th grade teacher who was a former Kamiak graduate.

Mr. Simmons stated that he would make comments about the NSBA conference at the next Board meeting, and that everyone would have to be willing to be uncomfortable.

Mr. Gahagan added that he attended an inspirational talk by Steve Pemberton from Walgreens. Mr. Pemberton was a foster child who endured severe childhood trauma, and pulled himself up by his bootstraps with the help of neighbors and teachers who saw his potential.

Dr. Larsen reported that she and Mrs. Schwab had also attended a preconference at NSBA on poverty. She saw a showing of *The Wiz* as well, with students from Voyager who had earned the privilege of attending. She noted that also at the School Dialogue at Picnic Point, there was some discussion about the 3rd grade reading challenge, which was put on by Sno-Isle Libraries. She was invited to be a judge at the final competition, and noted that 194 schools had participated. There were competitions at each school, and then regional competition, with Mukilteo's held at Mariner High School. She had the pleasure of judging the final seven teams, one of which was the Diamond Dolphins from Discovery, which took second place overall. Dr. Larsen also expressed appreciation to Sodexo for catering the WSSDA Regional Meeting and to Sno-Isle for hosting. She had attended a session on social media prior to the main WSSDA Regional meeting. Dr. Larsen concluded by distributing a list of upcoming events.

Superintendent's
Report

Jen Cole, parent, expressed appreciation for the Board's comments about equity, diversity and inclusion. She also wanted to draw attention to the April 1st deadline contained in the Board Policy about Extended School Year, and stated that there was no mention of deadlines contained in the law. **Dana Wiebe**, MEA President and parent, stated that her daughter had heard Bryan Stevenson speak and was very encouraged. She also distributed thank you cards to Mrs. Schwab, Mr. Thorp, Dr. Larsen and Miss Tamayao for attending the March Rally, and thanked

Audience Members

Dr. Brynelson and Mr. Hobert for standing with staff and parents.

Consent Agenda

Consent Agenda

Mrs. Schwab moved, seconded by Mr. Simmons, to approve the Consent Agenda as addended. All Directors voted yes. Motion carried.

A. Personnel Report as addended:

Personnel Report

1. Certificated Personnel Report as addended - (19) elections, (5) resignations, and the 2016-17 summer school teachers.
2. Classified Personnel Report as addended - (8) elections, (1) resignation, (2) transfers, (2) retirements, and (3) extra-curricular elections.

Certificated Personnel Report

Classified Personnel Report

B. Washington Interscholastic Activities Association (WIAA) Membership Approval for 2017-18

WIAA Membership Approval

C. Interlocal Agreement with Northwest ESD 189 (NWESD) for Operation of the Snohomish County Juvenile Detention Center

Interlocal Agreement with NWESD for the Sno County Juvenile Detention Center

D. Declaration of Surplus Property: General Equipment and Vehicles

Declaration of Surplus Property

E. Change Order #7 – Olympic View Middle School Gym and Classroom Addition

Change Order #7 – OV Gym and Classroom Addition

F. Financial Reports, February 2017

Financial Reports, February 2017

G. Payment of Bills and Payroll

Payment of Bills and Payroll

General Fund	\$1,104,630.57
General Fund	\$2,833.28
General Fund	\$869,573.53
Capital Projects Fund	\$289,475.79
Capital Projects Fund	\$4,695,079.98
ASB Fund	\$18,267.62
ASB Fund	\$385.42
ASB Fund	\$126,043.45
Private Purpose Fund	\$802.50
Private Purpose Fund	\$373.50

Transportation Vehicle Fund	\$348,100.99
Transportation Vehicle Fund	\$132,837.86
Payroll	\$6,607,908.45
Payroll	\$4,536,031.35
Payroll	\$2,271,052.61
Payroll	\$49,578.32

Agenda Items for Board Decision

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Mr. Kennedy moved, seconded by Mr. Thorp, to approve the Proposed Revision to Board Policy 3141 – Release and Admission for Students to Attend School in a NonResident District as presented. All Directors voted yes. Motion carried.

Proposed Revision to Board Policy 3141

Agenda Items for Board Discussion

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Patty Dowd, Executive Director of Business Services, presented the Legislative Update, noting that the Governor’s budget was released on December 14th, and as of the Board Meeting, both the Senate and House had also released their budgets. There were many differences in the budgets, with a major difference being that the Senate replaced the prototypical funding model with a flat per-pupil allocation, while the House maintained the prototypical school funding model. There were some areas of similarity, including all three budgets had the same employer rates for retirement, agreed on the insurance benefit allocation and retiree subsidy, and had the same National Board certification amounts.

Legislative Update

Mrs. Dowd continued that the following day was the last day to read opposite house committee reports, and April 12th was the last day to consider opposite house bills, except those critical to the budget. April 23rd was the last day of the regular session.

Mrs. Schwab stated that she heard at the WSSDA Regional Meeting that levy requirements could be changing, and that if this was enacted it could potentially be good for the District.

Dr. Larsen presented the Proposed Board Meeting Schedule for 2017-18, noting she had attempted to identify holidays and conferences. She asked the Board to review the dates for potential conflicts. Mr. Simmons asked about a School Dialogue at Pathfinder Kindergarten Center. Dr. Larsen responded that typically they tried not to schedule Dialogues at new buildings or with new principals during the first year, but that a tour of the facility would be held.

Proposed Board Meeting Schedule, 2017-18

Mrs. Schwab presented the Proposed Revision to Board Policy 1810 – District Goals, noting that the proposed changes reflected the practice of the District.

Proposed Revision to Board Policy 1810 – District Goals

There were no Board comments.

Board Comments

There was no further business and Mr. Thorp moved to adjourn. There were no objections to the motion and the meeting adjourned at 6:55 p.m.

Adjournment

MSD Board Pages maintained by Kim Anderson.

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SNOHOMISH 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 Snohomish 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 Snohomish 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 four-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 four-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 four-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.

Maree Larsen 4/3/17
Superintendent Date
Muki Iteo School District
Snohomish County, Washington

Larry Francois 6/5/17
Superintendent Date
Northwest Educational Service District 189
Skagit County, Washington

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

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