

# Blaine School District No. 503

## Regular Board Meeting Monday, March 27, 2017

### Minutes

#### 1. Regular Board Meeting

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##### A. Call to Order

The March Board Meeting took place at Point Roberts Primary School. President Lotze called the meeting to order at 7:00 p.m.

All Directors were in attendance.

John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

##### B. Pledge of Allegiance

President Lotze led in the Pledge of Allegiance.

#### 2. Good News

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##### A. Volunteer Recognition

Teacher Mary Edgley described the supplemental instruction provided to Point Roberts Primary School students by volunteers Etienne Zack (Art), Lucy Williams (Music), and Kathryn Harton (Reading). Certificates were provided to Ms. Edgley to be presented to these volunteers at a later time.

#### 3. Recognition of Visitors and Board Comments on the Agenda

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No visitors wished to address the Board, and there were no comments on the agenda.

#### 4. Consent Agenda

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##### A. Approval of Minutes - March 6, 2017 Regular Board Meeting

The Board approved the minutes of the March 6, 2017 Regular Board Meeting.

Motion by Todd A Berge, second by John Freal.

Final Resolution: Motion Carries 5-0

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

##### B. Personnel Matters

The Board approved Personnel Matters as detailed in the Consent Agenda.

Motion by Todd A Berge, second by John Freal.

Final Resolution: Motion Carries 5-0

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

##### C. Financial Matters

The Board approved Financial Matters as detailed in the Consent Agenda.

Motion by Todd A Berge, second by John Freal.

Final Resolution: Motion Carries 5-0

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

##### D. Student Travel

The Board approved the following Student Travel requests:

- HS Physics Day at PNE Playland in Vancouver, BC, Canada (May 2)
- Pt. Roberts Primary School field trip to Vancouver, BC, Canada (May 30)
- HS Baseball team overnight travel to Lake Chelan and Leavenworth (Apr. 7-8)

Motion by Todd A Berge, second by John Freal.

Final Resolution: Motion Carries 5-0

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

## **E. Contracts & Agreements**

The Board approved the following service contracts:

- 2017-18 Whatcom Discovery Interlocal Agreement
- 2017-18 Whatcom County Detention Center Interlocal Agreement

Motion by Todd A Berge, second by John Freal.

Final Resolution: Motion Carries 5-0

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

## **5. Business Items**

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### **A. Enrollment Update**

Director of Finance and Operations Amber Porter reported on enrollment for the month of March which increased by 2.24 FTE from February's count. The grand total for the District is 2,189.44 FTE which is 96 FTE greater than the budgeted amount. Point Roberts Primary School has 16 students enrolled, including 3 kindergartners, 3 first graders, 5 second graders, and 5 third graders.

### **B. Financial Report and Budget Status**

Amber Porter provided a review of revenue and expenses for the month of February. Revenue was less than expenditures because February is in between the main tax collection months of October and April. Spending, however, was consistent with expectations. Snow days in February also impacted Capital Projects expenditures due to lost construction work days. A pre-payment received in October for the 2017 M&O levy was reflected on the General Fund Cash and Investments graph. Revenues as percent of budget are trending higher than last year, while expenditures as percent of budget are similar to the prior year.

## **6. Reports**

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### **A. High School Student Report**

There was no Blaine High School Student Report at this meeting.

### **B. 2017-18 Budget Planning Update**

Amber Porter provided an update on the work of the Finance Committee as well as information on the 2017-18 Budget Planning process. The budget planning timeline was reviewed. New revenue from the state is not anticipated for the coming school year, but the levy cliff has been extended for one more year which allows planning to proceed as normal. New requirements that accompanied the levy cliff extension were described and include tracking of how local levy funds are utilized in the District's budget. Ms. Porter hopes to schedule a worksession with the Board in early summer to review progress on budget development. Superintendent Ron Spanjer added that WSSDA's summary of the House budget proposal is expected this week and he hopes to see negotiations begin between the two legislative budget proposals. There was further discussion regarding the purpose of new requirements for tracking the use of local levy funds.

### **C. Capital Projects Update**

Amber Porter reviewed Capital Projects progress to date. A group from Blaine, including Director Berge, the athletic director, football coach, Zervas Architects, and the general contractor, visited Monroe High School's cast-aluminum grandstand on March 24. Director Berge shared his observations about the grandstand, including design and construction material components. Superintendent Spanjer reiterated that grandstand construction in Blaine would likely represent a 4th phase in construction of the high school, after completion of the core facility and receipt of state match funds. Consideration is being given at this time to alternate, lower cost design options.

Ms. Porter shared pictures taken last week showing construction progress at Blaine High School.

### **D. Discipline and Attendance Changes (Goal 3)**

This report was originally placed on the agenda for the March 6, 2017 meeting but, because that meeting ran late, was postponed until March 27. Federal and Special Programs Director Randy Elsbree provided an update on changes to the District's discipline and attendance procedures. Attendance law changes were outlined, including requirements for parent notifications, transfers of student records, and community truancy boards which will hear cases of chronic truancy issues. Actions that have been taken, and still need to be taken, by the District were reviewed. Research was shared supporting the benefits of improved attendance. Attendance trends and intervention strategies for Blaine were reviewed.

Corresponding changes to student discipline are intended to prevent disruption to a student's education by exclusion from school. The challenge is to keep disciplined students in school while ensuring the safety of the school environment. Good communication will be needed with staff, parents, and the community about the District's commitment to providing a safe learning environment while implementing these changes. Mr. Elsbree reviewed actions that have been taken already, as well as pending action. There was further discussion regarding the transfer of attendance records for students moving to a new school.

### **E. Teaching & Learning Report and School Improvement Plan Update**

Principal Craig Baldwin shared progress on the "School Improvement Plan" and related "Cycle of Inquiry" work for Blaine Elementary School. He reviewed the problem of practice centered on ELL students. Assessment information was reviewed for reading and math showing a gap in performance levels for ELL students. Progress on application of his theory of action was explained, specifically using the strategy of conferring. He reviewed the connection between ELA and ELL learners, and he outlined actions that have been taken specifically with ELL learners this year. Preliminary assessment results were shared, including DIBELS, MAZE, and F&P. Measurements for success and next steps were reviewed, and progress results will be provided at the end of the year.

Jessie Hettinga, Kindergarten Teacher, reviewed the new full-time kindergarten program at Point Roberts Primary School. Ms. Hettinga has been working closely with kindergarten teachers at Blaine Primary School and, to provide her students with consistency, she follows a similar program in her classroom. The Point Roberts PTO has been very generous in supporting the purchase of supplementary classroom materials as needed. Full-time kindergarten is going very well at Point Roberts.

### **F. BHS Class of 2017 Progress & College in the Classroom Update**

Principal Scott Ellis provided an update on the overall progress of this year's senior class as well as an overview of the proposal to increase options for college credit classes at Blaine High School.

There are a total of 20 seniors this year who are at risk of not graduating in 2017. Intervention strategies are in place for these students and each of their parents have been notified. Additional information about intervention measures will be provided in the High School's SIP update at the April meeting. Superintendent Spanjer added that the State will provide support for high school instruction for up to 7 years in order to help students graduate. There was discussion regarding foster care students who can remain in the foster care system as long as they are enrolled in school.

Mr. Ellis reviewed the High School's current College in the Classroom offerings and shared information about the proposed increase in college-level courses on campus. Benefits to offering these classes in Blaine were explained. There is significant financial benefit to keeping students at the high school instead of at a Running Start program. Mr. Ellis reviewed the list of college classes that are anticipated and explained the next steps to implementation. The Board will hear more about this at the April meeting as well.

### **G. Superintendent's Report**

The District is working with the Point Roberts PTO to determine if there is an acceptable interlocking and removable padded floor tile that can be purchased for the play shed surface with the hope of having the selected product in place for the start of next school year.

Spring Break is next week and the District Office will be closed on Friday, April 7.

The Fine Arts Association has rescheduled their annual "Arts & Jazz" auction evening for Saturday, April 15.

The Blaine Elementary PTO is in the process of gauging interest for a 2018 Spring Break trip to Washington D.C. The District has been clear that, should this trip take place, it will not be a District sponsored event. Hold Harmless Agreements would need to be signed by participating families.

Separate from construction, there are a range of facility related tasks that will take place across the Blaine campus over summer break. The Board can expect to see an updated list at the April meeting.

The March 24 visit to Monroe High School's stadium was referenced earlier in Capital Projects Reports.

## **7. Action Items**

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### **A. Superintendent Performance Review & Employment Contract Consideration**

President Lotze clarified that the Board is only being asked to approve the timeline at this meeting. The Board approved the projected timeline below for annual review of the performance and subsequent contract renewal of the Superintendent:

- April 24 (executive session) discussion on content of mid-year review and subsequent informing of adjustments to represent final annual review of performance.
- April 24 consideration (open meeting) of designation of satisfactory performance and subsequent approval of extension of the Superintendent employment contract.
- April 24 action (open meeting) on designation of the Board President and Vice President to enter into discussion with the Superintendent on contract parameters, with direction to the Board President to bring a final contract recommendation to the full Board for review and consideration of approval at the May 22 meeting (open meeting).

Motion by John Freal, second by Mike M Dodd.

Final Resolution: Motion Carries 5-0

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

#### **B. 2017-18 School Year Calendar**

There was discussion regarding the addition of semester dates on the calendar, the possibility of designating mid-year breaks for closure make-up days, and possible reasons why another school district did not request waiver of lost days.

The Board voted to approve the 2017-18 base calendar. At a later meeting, the Board will take action on proposed additions to this calendar, including a "Late Start" schedule and K-8 conferences.

Motion by Todd A Berge, second by John Freal.

Final Resolution: Motion Carries 5-0

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

#### **C. Policy 5011 Sexual Harassment of District Staff Prohibited: Second Reading and Adoption**

The Board approved, without discussion, "Second Reading" and adoption of Policy 5011 Sexual Harassment of District Staff Prohibited.

Motion by Todd A Berge, second by Charles E Gibson.

Final Resolution: Motion Carries 5-0

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

#### **D. Policy 5408 Jury Duty and Subpoena Leave: Second Reading and Adoption**

The Board approved, without discussion, "Second Reading" and adoption of Policy 5408 Jury Duty and Subpoena Leave.

Motion by Mike M Dodd, second by Charles E Gibson.

Final Resolution: Motion Carries 5-0

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

#### **E. Northwood Alliance Warrant Approval**

The Board approved warrant #123668 (\$1,600.00) payable to Northwood Alliance Church.

Director Gibson abstained from voting to avoid the appearance of a conflict of interest.

Motion by Todd A Berge, second by John Freal.

Final Resolution: Motion Carries 4-0, 1 abstaining

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd

Abstain: Charles E Gibson

## **8. Board Comments and Suggestions for Next Agenda**

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#### **A. Suggestions for Next Agenda**

The next Regular Board Meeting will be held on Monday, April 24, 2017 at 7:00 p.m.

Suggestions for agenda items include:

- Teacher Appreciation Week
- High School Leadership Class Report
- Teaching & Learning Report
- Blaine High School Mid-Year Progress Report
- Capital Projects Update
- Superintendent's Report
- Consideration of Superintendent's Contract Extension

#### **B. General Comments**

There were no additional comments.

## **9. Executive Session**

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There was no executive session at this meeting.

## **10. Adjourn**

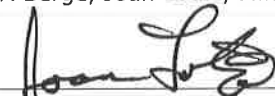
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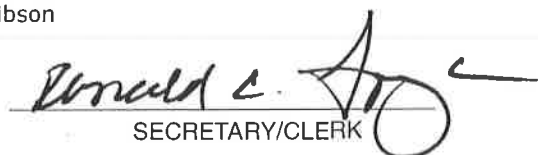
There being no further business, the meeting was adjourned by a unanimous vote at 8:40 p.m.

Motion by John Freal, second by Todd A Berge.

Final Resolution: Motion Carries 5-0

Yea: John Freal, Todd A Berge, Joan Lotze, Mike M Dodd, Charles E Gibson

  
BOARD PRESIDENT

  
SECRETARY/CLERK

# WHATCOM 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 Whatcom 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 Whatcom 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 (or Lummi Nation) 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.

<u>Ronald C. Arje</u>	<u>3.27.17.</u>	<u>Larry Franco</u>	<u>6/15/17</u>
Superintendent	Date	Larry Franco, Superintendent	Date
Blaine	School District	Northwest Educational Service District 189	
Whatcom County, Washington		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