

**PALOUSE SCHOOL DISTRICT #301
REGULAR BOARD MEETING**

Thursday, September 29, 2022
Held in the Palouse Library

OPEN: The Palouse School Board meeting was called to order at 7:02 p.m. by Palouse Chair Jessica Smith.

ATTENDANCE:

Present: Palouse Board: Shealyn Holbrook, Jessica Smith, Heidi Evans, Andra Edwards, and Jessie Twigg-Harris
Garfield Board: Sean Neal, Matt Bofenkamp, Ryan Pfaff, and Justin Honcoop
Also Present: Palouse Superintendent/Principal Mike Jones
Garfield Superintendent/Principal Brett Agenbroad
Secretary/Reporter Debbie Anderson
Guests: Community Members

REQUESTS TO ADDRESS THE BOARD: None.

CHANGES TO THE AGENDA:

- 1) Under New Business, Item A, the Food Service increase will be moved to the joint meeting.
- 2) Palouse Cooperative Agreement discussion will be added under New Business as Item D.
- 3) Andra Edwards would like to add zoom to New Business.

CONSENT AGENDA:

- A. Accounts Payable:
 - a. General Fund:
September - 30111232-30111233, 30111235-30111237, 30111239, 30111242-30111249, 30111251-30111254, 30111256-30111258, 30111260-30111264, 30111266-30111268, 30111270, 30111272, 30111274-30111279, 30111281-30111284, 30111286-30111288, 30111290 - \$128,143.68
 - b. Capital Projects:
September - 30111231 - \$254,395.82
30111238, 30111273, 30111280, 30111285 - \$15,484.48
 - c. Payroll:
Payroll-Warrants
September - 30111292-30111302 - \$16,524.11
30111303-30111316 - \$81,562.61
Payroll Electronic Transfer - Direct Deposit
September - \$109,738.23
Payroll Electronic Transfer Fed W/H & SS
September - \$46,227.94
- B. Approval of Minutes
 - a. August 25, 2022
- C. Hire: Jacqueline Tate - Paraprofessional
 - a. Melissa Samuels - Long-term sub - Paraprofessional

MOTION: A motion to accept the Consent Agenda was made by Shealyn Holbrook and seconded by Andi Edwards. The roll call motion passed as follows:
Jessie Twigg-Harris - Aye Heidi Evans - Aye
Andra Edwards - Aye Shealyn Holbrook - Aye
Jessica Smith - Aye

OLD BUSINESS: None.

NEW BUSINESS:

A. PRINCIPAL'S REPORT:

Student

- 1) The kids did a great job at the fair, everything from photo, to the camel barns, to robotics; our kids had a strong showing at the fair.
- 2) Athletics are up and running with cross country, volleyball and football. We also have some swimmers who are participating in Pullman. We have homecoming coming up this next week and we will be spending all afternoon decorating and the football game and royalty is Friday, royalty will be announced at 7:00 p.m. The dance is next Saturday in the evening and it will be in Potlatch again.
- 3) Planning FFA Convention and Ms. Yonko will be going with them along with Kirk and Mellissa Dugger. Right now we have five or six kids who are looking to go and this is October 26th-29th. They will be flying into Nashville and then making their way back over to Indianapolis for the convention itself.
- 4) Student of Character lunch with the elementary will be tomorrow and will be picking up pizza for that for "Slice of Success", celebrating what they have been able to do. Passion is our first month's character trait.
- 5) The student Book Fair is coming up in October.
- 6) The high school band is invited to the University of Idaho band concert series, invited to perform actually between the U of I and WSU bands. It is open to the public on October 6th at 7:30 p.m. at the U of I.
- 7) ITA Truck Simulator is next Wednesday, October 5th. We have a lot of kids on soils on this day but we may have a few kids go over there, kids looking to get their CDL, experience driving a big rig. They have a simulator over there that we will be looking to do.
- 8) Career Fair moved to November. We have hosted that the last few years prior to Covid. We have the whole of the county in our building for that morning of the 17th and we have everything from WSU, U of I, SEL, on up into some industry in Spokane.
- 9) Program Offerings:
 - a) CNA: Right now we have two students currently in our CNA program. The MA program is on hold, there were a couple of challenges with our industry partner on that.
 - b) ASE: We have 10-15 students.
 - c) Running Start: We currently have 6 students between the two districts involved in running start.
 - d) Hospitality Certificate: Darcie Bagott has been working with us through WSU and we will be adding this to our overall course offerings.

Staff:

- 1) Engagement Focus: In class/STAR frameworks, Enhance Marzano Frameworks for evaluation.
- 2) Continue Early Literacy Work in K3 with data development. We are always looking to upgrade and we are upgrading classrooms, but holding off on this until we get the
- 3) HVAC and duct work and such done, but we will be installing the boards that are here and touch screens, getting rid of some projectors and antiquated technology.
- 4) Intensive work for fall semester: We will be doing these the last 2-1/2 weeks of the semester, the first three weeks of January, with course descriptions/assignments.

- 5) Math Separation: This is a good problem to have, we have a large number of students in both our Algebra I and geometry section so we actually split those. We have gotten creative on that split.
- 6) Transitional Kindergarten and Preschool: We have 21 students right now and moving them around has been great, they are having a good time. This has caused some reconfiguration but it is a good problem to have definitely.

Parents:

- 1) I am working on the newsletter, it should come out next week and I continually encourage people to use the website, maintaining both the calendar of events and just update information.
- 2) Last night we had our first parent night with Officers Joel Anderson and Joe Handley. I thank them for coming in and talking to the parents that showed up last night. It was a good Q&A discussion and we were talking about vaping and drug access and some other things. We are setting a date in October that will deal specifically with social media and alcohol use, also bringing in Clear Risk and Joe is helping me set up with Whitman County Sheriff's office, drug dogs, and such, as they do a presentation for students and what not.
- 3) PSAT, ASVAB will be coming up in the next month.

B. SUPERINTENDENT REPORT:

Facility:

- 1) Current Project Status:
 - a) The weather has been a factor in our roof repair, but the roof is almost done. We should be done with that this week.
 - b) The field itself, that we have been talking about, is about 95% completed, we will finish that in the spring and that deals primarily with the press box and a couple of things there. New projects as far as that goes will be some of the parking and some of those things as we start addressing the peripheral.
 - c) As far as fencing, they are going to do a locate tomorrow morning and should start putting in the fencing on the field next week.
 - d) Cooler demolition of the storage rooms and closet areas should start in October. We are hoping to start installing those over winter break and go there. It is going to matter whether we get those in place or not.
- 2) Duct work – HS/lower AG/Health:
 - a) We are currently working on duct work in the high school for both lower AG room and Health room.
 - b) One of the things we will talk about down the road is a redesign for that hallway itself, increasing some classroom space and better use of the overall space in that area.
- 3) Learning Garden – Lindsay Brown will Chair Committee:
 - a) The committee met Tuesday night on Learning Garden. The staff along with Stephanie Yonko and Jessica Bassler (one in the high school and one in the elementary), along with Liz Rousseau, Katerina Geist, and Nicole Flansburg, and some other community members, are working on putting the Learning Garden in place and working through there.
 - b) I am kind of excited on that as this will add to our Farm-to-Table and enhance some of our classroom activities. One of the goals is to utilize the greenhouse more throughout the year than during the spring as we are currently doing, and ultimately increase the functionality of that overall farm space.

- 4) Association of Washington Business:
 - a) I would invite both boards to come over on October 11th as the Association of Washington Business will have their manufacturing week and are doing a bus tour across the State of Washington and will be stopping in Palouse on October 11th sometime between 2:15 and 3:00 p.m. They are coming from the Tri-Cities. They are going to tour the shop area and what we are doing with our automotive and ASE and talking with SCC, McGregor Company, and ESD. We are currently the only program in the State operating that the way it is designed. The lift is installed, tire changer/balance. We are in discussions with Spokane Builders Association on some expansion and remodel of that area as well to accommodate hopefully some future projects that way.

Board Information:

- 1) Board Retreat: We are looking at October 8th, going from 9:00 a.m. to 3:30 p.m. The itinerary will be looking at facility, financial, program development/expansion opportunities, and reviewing and revising what we had talked about last year, updating where we currently are on our goals. Jess and I meeting later this week and we will finalize part of that for board.
- 2) Apollo Meeting: Jess and I also have a meeting with Apollo Thursday afternoon and we will share that information and review materials, but that has to do with some of the design elements that we have in place and moving forward this spring.
- 3) Solar Project Award Notice: We were the recipients of a solar award project so \$288,000 for installation of solar panels on the building which will help towards Green School, as well as energy cost and reduction.
- 4) OSPI Phase III Planning Grant: It also looks like we were awarded the Phase III OSPI planning grant. We haven't been given details on that, but that will play into our next phase of further upgrades, and so I will give you more information as soon as I am officially notified on a couple of those, but that is kind of exciting information as well.

Financial:

- 1) The ending fund balance is stable at this point. I am working with Jeremy to go into a couple of things that we know are coming up.
- 2) Capital Projects: We will see a reduction in about 200,000 over the next month to two months based on projects that we are finishing up, but much of that money will be reimbursed in the next cycle and so going into the spring we will have a healthy capital projects budget to work on some of the projects that we just talked about.

C. ZOOM MEETING:

Andra Edwards: I want to express that just in this last week I have gotten a lot of input from community members who have expressed interest in doing at least the zoom part of the meeting, not necessarily the comments part, but allowing these meetings to be recorded and available for people who can't come, maybe people are sick, maybe people are shut-in, maybe people are traveling. I know there are two parents that are away right now that wished they could have watched this while they are travelling. I did a little research and it looks like we don't have to have the comment section, which I know has been problematic in the past, in order to stay legal. So this is something that I have heard in an uptick over the last week from interest from people and I think that we should definitely kick that around a little. We spent all of this money on this great technology and we have it, and I think that it would be nice to use it for people, especially if we are seeing community interest.

Jessie Twigg-Harris: I agree. I think increasing accessibility as much as possible is a good thing and I think that if we have the ability to do it there is absolutely no reason not to as far as I can understand.

Shealyn Holbrook: Shouldn't this be a Joint Board discussion?

Jessica Smith: We can kick it either way, we can always just do Palouse Board and then add it to the Joint Board as well if we would like.

Shealyn Holbrook: I think I would like to talk about it broadly as well at the Joint Board.

Jessica Smith: So we have had a general discussion here, do you want to see a motion out of that or would you rather just bounce it over to the Joint Meeting.

Andra Edwards: I would be okay with bouncing it over to the Joint Board. I feel like just doing one portion of this meeting is not super helpful, I think it is definitely something that needs to be more global.

Jessica Smith: We will shift the zoom meeting discussion to the Joint Board agenda.

D. COOPERATIVE AGREEMENT:

Jessica Smith: I wanted an opportunity for the Palouse Board to sit down and just discuss. If we have motions that come out of this great, but I mostly just wanted us to have the opportunity to sit down, talk, hear what our community thinks, all of the good stuff. I know this is not the formal Robert's Rules of Order, but I started writing down the history for this, where we came from, why are we fighting this battle over a cooperative agreement. I am going to read off what I got. This was me trying to go through old minutes and those are not the most lively of reading, but this is what I have: In January we had new board members from Garfield and we had some new board members from Palouse as well. We added roll call votes, public comment, and we had a work session. We were still in the middle of Covid and so we were talking about vaccines at that point. Somehow the CRT stuff came up in that because I have a note that we met with the lawyers about CRT in the middle of February, but then it was the February meeting, in the joint, we as a joint board voted on both masking and CRT, we voted to deal with the mask to keep them on as it was required at that point. The Garfield Board reconvened and voted the opposite way. That gave us some concerns, it kind of felt that trust had been violated, so we had our own special session, two days later on a Saturday morning, and we got together and said how do we want to deal with this. One of the things that I took out of that was that the cooperative agreement isn't working right now. Obviously it is not working because something just went very wrong and we don't know what. In March, Andi as the vice president, myself, Sean Neal, and Ryan Pfaff, and then our two superintendents, Zane and Mike, met with lawyers and we asked the lawyers would you please take our existing cooperative agreement and make it into something that is more of a legal document. Help us work through this; we wanted explicitly a dispute resolution process. I remember thinking about that because I wanted us to be able to work through this, I didn't want to have to go to a lawyer and have the lawyer decide who was right. That was important to me, I don't know if it was important to anybody else but it was important to me at that point. In April, I don't think we had a whole lot that happened, we had a union speaker come in that was unhappy with the masking stuff, we talked a little about the ALE options, but we really didn't get the coop though back until we started discussing the new cooperative agreement in May. In May and June we could not come to an agreement on that cooperative agreement, it just seemed like every point we were disagreeing on. So we had the Town Hall in July, talked to our

communities, heard what they thought, and then in August we were able to agree on all but sections 4 and 6, Operational Responsibilities for School and Cooperative Matters, and that really did seem like it was where the problem was – what is a cooperative matter and what isn't. That seems to be the biggest sticking point between us. We are here this month trying to resolve sections 4 and 6. In your joint packet there is a side-by-side comparison of the original, as well as the modifications that Garfield provided. If you see something that is grayed out in that document that is something that has already been voted on and approved, I was trying to show that difference, and then anything with a line through it on the Garfield modifications was a removal, anything with an underline on it was something that was added. I hope that I was able to show that well. Palouse Board, what am I missing. Are there other critical things that we need to have in this discussion.

Andra Edwards: I think there is a little bit of a critical thing that I recall, that we voted to try to settle this matter in a timely manner for our community and I believe that we voted to get this worked through by the end of October, which is looming.

Jessica Smith: Did I miss other stuff, I know that we have had other discussions as we have gone along.

Jessie Twigg-Harris: I do think that it is important to note that the Town Hall forum, that one of the overwhelming pieces of feedback that community members shared during that Town Hall was a wish to see the cooperative continue and the request that the boards work towards cooperation and necessary revisions, but get it done and also with a deadline, with the goal that the cooperative stays.

Jessica Smith: Yep, that is a very good point, that was solidly unanimous. I think we are all on the same page there. I am going to be opening up this for community input just multiple times as we go along. Does anybody from the community have questions or comments on what we just discussed.

Wil Edwards: I see in the purpose the primary objectives are to preserve the cooperative and put kids first. Those were your purpose and in the past I have been here for a while, I have seen a lot of kids play football, volleyball, basketball, FFA, band, Whitman County Fair, kids who are coming together, they are having fun, they are bonding, they are creating friendships, and after looking at these modifications that Garfield has put forth I believe that will put a poison dagger into these kids. This is not putting kids first. For example, Matt Bofenkamp had said to me in a meeting, we will agree 99.99% of the time. That means 1 out of 10,000 we are going to disagree. I fail to see how these modifications, these ridiculous modifications, sections 4 and 6, represent a 99.99% agreement on the health, safety, and education of our kids, the support of our teachers in having a say in that. We elected Palouse Board members to have a say in our kids period, not have a say five years, not three years, or four years, it is not what the agreement is. And any modifications that deter from that you cannot support – period. That being said, if Garfield does not want to budge from these modifications and they say that they want to have complete control over all kids for their health, safety, teachers, etc., at this moment I am afraid to say it, I don't like it, you guys have done everything you can, fine, walk away, let Garfield walk away. I am sorry, I hope that I am wrong, I don't want to be wrong, my kids have had a great time in all the schools, and I want future kids to have a great time in the schools and have not a voice but a vote by their school board. Again, one more thing, if there is no budging I would throw until you guys an options – take Steptoe and Colfax for example – Steptoe takes care of their kids K-8, let Garfield take care of their kids K-8, Palouse keep K through high

school. So, in section 4, I think it is on the agreement – Operation Responsibility for the Schools, Section b, I would say – Garfield and Palouse would operate the middle school, that is the only way that I can support this document is to keep Palouse Middle Schoolers in Palouse, and that is the only way I can support this document. But if it is not meant to be you guys have done everything you can, if this is a non-issue for them, if they are going to hold to their guns, so be it, let them do it, let them break up the coop, because that is not what the community said in July, they said put the coop first and get it fixed. But if they are not coming together to get it fixed you have done all you can.

Jessica Smith: Are there other folks who would like to comment at this point?

Aaron Flansburg: So I think that what has happened in this period of negotiations is Palouse went to that meeting in July that I was at and they heard ‘we need to keep the cooperative together at all cost’, so you came at this new draft language that you had and the things that are agreed upon based on that premise. So you came into that and said this is our goal and we are going to find a way to keep the coop together basically as it exists, goose language a little bit so that it is legally enforceable and this sort of thing, that is my take on what you did. So, you started in the middle. Reading the language that Garfield has put in, they were not coming from this same position. They are coming from a position of saying, ‘the most important thing to us is to come out and say we want full control of our school’, that is their position that they void out in these documents and the best of my non-lawyer reading of what I have seen. So, you start in the middle, Garfield starts over here. Palouse, you have failed in basic negotiations. Garfield came out with a wild strategy to get towards their point of view and you came out with a central strategy of getting yourselves to the point of view of maintaining the cooperative. What you should have done is come out with a wild strategy to the other side which allows the fairness to the people of Palouse to be equally represented with a voice on the boards to those of Garfield. Palouse has a population, according to the latest census, of 1,019 people. Garfield has a population, according to the latest census, of 554 people. That is nearly a 2:1 underrepresentation of my votes on these boards. Additionally, we have 145 students in the Palouse grades K-12 and Garfield has 92. It is about 3/5th relatively student population, which means the Garfield students have representation of 5:3 versus Palouse. We are democratically underrepresented in Palouse. So, if you are trying to get to the middle with somebody who is starting over here, you come out with an outlandish thing, let’s say “people in Palouse have an equal voice for their vote in what goes on here and you say ‘we establish proportional voting. That is what we play, so that the people of Palouse don’t have a lesser vote than the people of Garfield. That is one way of putting it to say that if you allow people who are arguing in bad faith to set the terms of the agreement and move you from the center position of this is our goal of maintaining the coop, you are already starting at a disadvantage and let’s put it bluntly, their provisions here are absurd. We should not even begin to entertain. So, they either have one of two ways of going about this, they are either floating a trial for “what is Palouse, its residence and its board willing to allow or they are saying this is our real priority is that “of course Palouse isn’t going to accept this because it is absurd. So, we are going to move to force Palouse in to dissolve the coop and make it look like Palouse are the ones who are not coming to the negotiating table here. That is their play and so whatever their reasons for this are, if they want complete autonomy of the Garfield School there are people in this country who hate public education and would like to see everything privatized, whether it be shut down in Garfield and that school becomes a private school eventually, who knows what they are after. It is not my job to get inside their heads, but I do know how these negotiations have gone and they are trying to drag you out of bounds in this agreement from something that is reasonable to something that is untenable. I refuse as a Palouse voter, as a father of three students in the district, to have

no vote at all for three years in my child's education and that is what this is, that is them saying when we can't come to an agreement we do exactly what we want in our voting and that is our priority, that is all this is. So, I have no idea why Garfield would want to give up that autonomy, that control over their own students for four years when they come to Palouse. I can't wrap my head around it, I don't want to get in their heads, but it does not make any sense to me, but that is what this is, that is what they have put into this agreement and there is no getting around that. I would not support that from start to finish. The only thing that could be added to this agreement from its original form that would make sense, is some means of legal arbitration settlement, whatever, when you have a board that acts in bad faith, that acts outside the bounds of the agreement whether it be from health standpoint, from financial standpoint, personnel issues, hiring and firing, that says, "okay, if them then, there is nothing in this agreement that is an if, them, then, it still relies on good faith actors on both sides which we absolutely don't have.

Jessica Smith: Thank you. Any other input or feedback for the Palouse Board?

Liz Rousseau: I just want to say that I agree with these two points that were made and on August 29th I pulled my kid from the district because she was a 6th grader and I am not going to be dealing with trying to figure out what is even happening and not understanding who is going to follow rules. It has made my husband and I very uncomfortable and we are just completely disturbed that we even have to run into this and that there isn't like equal respect for the joint cooperative and making decisions jointly. If you don't want to make decisions as a unit and figure out what to do, then I don't support the cooperative moving forward either. I have another kid in the district but she is in the elementary school. I still have a lot of faith in Palouse to do awesome things with the kids here and make good choices, but I can't say the same for Garfield.

Jessica Smith: Any other feedback from the community? I think this leads quite nicely, we have gotten some good feedback leads into the next part of this which I think needs to be a discussion of where are sticking points are. When I read through the document I have got some specific areas that I am seriously concerned about. Other areas like – okay we can have a discussion about how we are going to do transportation, we can discuss that. I would like to have the Palouse Board have a chance to discuss, and this is discussions so I am just going to let it flow, not doing any motions, what are the critical points for you guys that we cannot give in on and what are the points that we can. I would like to have that discussion now. I personally feel like moving on to these discussions, I don't know where you guys stand necessarily and I want to make sure that we are all communicating well. So, I am going to open this up. Does anybody want to jump on the grenade and tell me what is critical to them.

Andra Edwards: I would love to jump on the grenade. You have asked for sticking points, well I have one big one circled. I printed this from the email and I am on Section 6, Cooperative Matters, ironically, the whole section being cooperative matters, I have a real true issue with the fact that the modifications are actually striking health and safety of students attending the middle school and the high school. I have a real problem with that as a mother, as a school board member, as an elected official. I have a real problem with the fact that somebody would want to strike health and safety of the students attending the middle school and the high school as a cooperative matter. To me there is nothing more important, not education, not athletics, not curriculum, not anything more important than health and safety of the students and staff and every employee, nothing is more important than that than health and safety, and I cannot get past that, that is my sticking point. There are a lot of things, and I am disappointed, I am dismayed, disheartened, and

disgusted with a lot of these modifications. My main sticking point is health and safety, that must be a cooperative matter for the kids from both. I want to have a say in the health and safety of my kid in Garfield and I want Garfield parents to have a say in the health and safety of their children in Palouse. If we are truly going to cooperate in the spirit of cooperation, there is nothing more important than health and safety.

Jessica Smith: Any discussion on that point? Jessie do you want to take the next stab at it, your sticking points?

Jessie Twigg-Harris: I don't know how to choose one.

Jessica Smith: Like give me the top three?

Jessie Twigg-Harris: Well I will say that health and safety has already been said so I will skip that. I have a problem with the way the suggested modifications change the idea of disciplinary matters not a cooperative matter, discipline at a school being not a cooperative matter. I have a problem with the idea that suggested but maybe not spelled out, so I could be wrong on this, but the suggestion that potentially curriculum materials resources and that kind of planning is not a cooperative matter, and I have a problem with the fact that we have shared staff also who we are needing to respect and protect, who under the modifications would not be a joint matter. I have an issue with #4, with the idea that the administrative responsibilities are under this current structure, in theory, two superintendents working together, but that in my reading of it looks optional, and I have a problem with that because we are elected officials, we are elected by Palouse, we as Palouse Board members are elected by Palouse community members and every one of those things is a student and staff issue and if those things are taken off the table as joint matters, how we, as Palouse Board Members, can be representatives to the Palouse folks who elected us, in situations that include the kids from Palouse at the middle school in this case. Now, I also know that this goes the other way, but this is a cooperative and I see no cooperation.

Jessica Smith: Would it be, I am trying to distill this in the pieces that I can put into the document, would it be appropriate then to say that we would be proposing to add to Section 6, Part 3, the non-exhausted list of matters that are cooperative, matters dealing with joint staff or staff in middle and high, and students in middle and high? Would that get the gist of where you are going? Or am I missing something?

Jessie Twigg-Harris: I guess I am having a hard time seeing how anything except potentially like bus routes is a non-joint issue for either of our shared schools just for the middle and high school. Because, I am having a hard time understanding how everything else doesn't affect our students and our staff.

Shealyn Holbrook: I think a lot of good questions are being asked. I would like to respectfully hold mine because I would like to be able to hear from the Garfield Board.

Heidi Evans: Well I certainly share a lot of the same opinions, the disciplinary one is certainly problematic. I don't know why they would want to give up that right to as far as, like if we had a Garfield student here that we are disciplining they should have just as much right to have a say in the matter to as well, and if I lived in Garfield I certainly would feel that way as a parent, so I felt pretty passionately about that. Some of these vague terms like board level and general operations I have got some questions on that which I will ask them a little bit more about that. The managerial decisions of administrative teams for each district including building rules, I don't think that is something I could agree with

simply because we have kids in both districts and it is kind of vague. I think this also eludes to basically what happened in February with the masking situation and just a creative way to kind of essentially get around in doing what you want to do with the repercussions. Not so much the language that I have a problems with, but I do have some issues that I feel that we are approaching a point where we are now bargaining in bad faith. We have introduced some new what should have been in dispute resolution has now become a part of Section 6, and when you are negotiating these kinds of contracts that is not the way these things should go, we have already now outlined what our dispute resolution looks like and there shouldn't really be like additional modifications to that and other sections of the contract. We keep talking about operating in good faith and I am just really struggling right now and what has been brought forth I don't think necessarily is, and, in fact, some of it actually contradicts what we have already ratified in our contract, specifically when you look at our goals, working on hiring procedures of certificated and non-certificated, working on hiring procedures for supplemental and athletic, work on procedure.

Jessica Smith: I am going to ask what are your critical points? I think a lot of your comments are appropriate when we start having this discussion because I share some of your concerns – okay what is general operations and what is board level – I think that is for the conversation there. Right now I just want to know where your sticking points are?

Heidi Evans: Other than that it is E and F that will just require further conversation and that will be under Section 4, Operational Responsibilities. And why that is a sticking point is just because they contradict what we have already ratified in our agreement at the last meeting.

Jessica Smith: Trying to synthesize what I am hearing from everybody, because for me I was starting from a lot of the same place. My concerns were the Section of health and safety, the financial stuff, because we do have a joint bargaining agreement, our agreement with the union is joint, so I think I am on the same page. Would it be accurate as we go into this, if we are crafting a message to present to our Garfield partners, we have some of the bargaining agreement stuff, the legal side of it, but the other critical though is control and a voice and a vote in staff and student, specifically students but staff as well, but students that are across the two districts. So, sticking point 1) Joint students – health and safety, disciplinary matters. 2) Legal agreement side of things that Heidi was pointing out. Do we see any negotiation points on those ones, are those the hard points?

Andra Edwards: Health and Safety is a hard one for me.

Jessie Twigg-Harris: I do have a lot of clarification questions as far as what a lot of words mean so I don't necessarily know that those can be answered until we have that group conversation.

Jessica Smith: I will take note of that. I think having the Garfield Board sit here and hear that, I think they probably heard that those are our two sticking points so I won't reiterate it too terrible much.

Jessica Twigg-Harris: I don't know if this made it to that list, but the addition in Section 7, the addition that essentially, if I am reading it correctly, supports the idea that whenever one of the individual boards disagrees with a joint matter they are more than welcome and green lighted to go ahead and do what they would rather do, I have a problem with that

whole section because, as Heidi stated, as far as I am concerned- a. that is not cooperation, and b. we have already dealt with an entire dispute resolution section that.

Jessica Smith: Can we have a discussion though with Garfield and say hey – this was already covered in another section.

Jessie Twigg-Harris: Yes, absolutely.

Jessica Smith: Then I am just going to leave that as one of our negotiation points that we need to talk about.

Jessica Smith: Are there any sticking points from our community that we haven't already heard?

Jessie Honcoop: I would just like some clarification – when you guys say you are so concerned about the health and safety of everyone, you weren't concerned about the health and safety of my children. I have three children, they went to school in masks for a full year, they had mental health issues, they had physical problems, suffered from nosebleeds, and you didn't care about them. You didn't care to give the parents the choice at all, but I have heard multiple people, and you guys speaking today, who wanted to mask my children, yet covid is still here and where are your guy's masks? If you truly believe in the mask, and you were living in that fear and wanting to put those masks over my children and take away my choice as a mother to choose what is best for them, you should be wearing a mask for the rest of your life until covid is off this planet. So where is the concern for the rest of us.

Jessica Smith: Thank you.

John Schaut: I have just one comment. You guys keep talking about cooperation, isn't this the Garfield-Palouse School District.

Jessica Smith: No, we are actually two separate school districts.

John Schaut: Then why do you call yourself the Garfield-Palouse School District?

Jessica Smith: According to our original cooperative agreement that we are currently operating under, we are a joint board that oversees an interagency cooperation agreement.

John Schaut: Maybe you should relook that because I am not seeing any cooperation here on either side. It has nothing to do with anything other than the fact that cooperation means that you cooperate in one good interest and she just brought that interest up. So, where is the cooperation? Where is the good interest here? Why are we so destined to ratify something that was working before covid and now all the sudden it is not. I have already had two kids who have graduated from the school district and I have my third just back in it. My daughter suffered respiratory issues, nosebleeds, and mental issues, and I had to pull her from school because of it. So there is no cooperation here. You guys are doing a one-sided conversation right now which I feel you shouldn't have brought up. This should have been brought up jointly – period. You are one-siding it so, and we are here in Palouse so anybody that is from Garfield right now we are kind of off-sides.

Jessica Smith: The Garfield Board will have their meeting next.

John Schaut: What I am saying, is that it just all sounds bad. It sounds like no cooperation.

Jessica Smith: I appreciate that. I think I saw another hand up – I want to make sure I didn't miss anybody.

Aaron Flansburg: I think this is what I would call a technique of flooding the zone. So you are spending all this time on this language that has been proposed and debating on those terms and I think it is a waste of time.

Jessica Smith: What would you have us do?

Aaron Flansburg: I would have you strike all the language that was proposed and stick with what you had and the transportation issue, okay we can live with that. But basically what this is saying is 'we are going to do whatever we want', cooperative be irrelevant to that.

Jessica Smith: Do we have any final concerns before we wrap up the Palouse board meeting?

There being no further business the Palouse Board meeting is in recess at 7:55 p.m.

Board Chairman: _____

Superintendent: _____

**GARFIELD SCHOOL DISTRICT #302
REGULAR BOARD MEETING**

Thursday, September 29, 2022
Held in the Palouse Library

OPENING OF MEETING:

The Garfield School Board meeting was called to order at 7:55 p.m. by Board Chair Sean Neal.

ATTENDANCE:

Garfield Board: Ryan Pfaff, Matt Bofenkamp, Sean Neal, and Justin Honcoop
Excused: Paula Adams

Palouse Board: Jessica Smith, Jessie Twigg-Harris, Shealyn Holbrook, Heidi Evans, and
Andi Edwards

Also Present: Garfield Superintendent/Principal Brett Agenbroad
Palouse Superintendent/Principal Mike Jones
Secretary Debbie Anderson

Guests: Community members

REQUEST TO ADDRESS THE BOARD: None.

CHANGES TO THE AGENDA: None.

CONSENT AGENDA:

A. Accounts Payable:

a. General Fund:

September – 30210130 - \$302,440.07

30210151-30210195 - \$133,365.88

b. Capital Projects:

September – None

c. Payroll:

Payroll-Warrants

September – 30210131-30210140 - \$13,730.49

30210141-30210150 - \$76,866.25

Payroll Electronic Transfer

September - \$118,886.67 (Direct Deposit)

Payroll Electronic Transfer Fed W/H & SS

September - \$40,209.84

B. Approval of Minutes

a. August 25, 2022

C. 2022-2023 School Psychologist Independent Contractors

a. Molly Haffner – Independent Contractor of Educational Psychological
Services.

b. Susan Dordal – Independent Contractor of Educational Psychological
Services.

D. ESD 101 Contracts

a. ESD 101 Contract for Personal Subsidy – Nurse Corp Garfield School District.

b. ESD 101 Threat Assessment Program.

MOTION: A motion to accept the Consent Agenda was made by Ryan Pfaff and
seconded by Justin Honcoop. The roll call vote was as follows:

Ryan Pfaff – Aye

Justin Honcoop - Aye

Matt Bofenkamp – Aye

Sean Neal – Aye

OLD BUSINESS: None.

REPORTS:

A. Superintendent/Principal Report:

- a. I filed the Washington Board of Education 2022-23 minimum basic education requirement collection document. It was due September 15th, but I was unaware of it until it was brought to my attention, so I worked with Mr. Jones and made sure that I understood the high school piece that we were complying with what they reported. I worked with the elementary school on a half day to make sure that we had met the requirements on the elementary piece. So, once you file this you have to sign an affidavit electronically that you have presented it to the board, and that is why I have included it here for your consideration. It is basically a mirror image of the high school portion that Palouse filed and then all faculty and staff verifying that we met the other requirements so presented.
- b. Capital improvement project: I have a meeting tomorrow with the Apollo Solutions group. We have been meeting regularly on the phone. A-Tech was down today with some other contractors looking at stubbing out and pricing utilities to the boiler and then placing a pole and putting our new transformer up so we can go from 220 to 440 service. I was able to completely grid and measure the wall thickness on the inside of the boiler and it fades from the mud legs at the bottom at 0.49 inches across the top to about 0.36, so we are about 3/8 of an inch thick, so 0.2-0.25 can condemn a boiler at that point, so we are well within operating. However, when we were doing that grid we noticed that there was quite a bit of leakage in the piping and one of comments that I have been talking to Apollo about repeatedly is that the boiler is 70-years-old and if you go look at it, it is a tired boiler, but when you actually get in and look at the piping up top there are leaks and that has been a constant conversation whether the wall thickness is adequate to keep running or not and we have no information on the piping. So, they are in complete agreement that the Plan B that I had started addressing at the end of July. Tomorrow's meeting again will be to confirm and verifying our Plan B backup boiler. They will be putting the electrical in. We have Cole Industries holding a multi-fuel boiler for us. I have asked this week that we get a purchase order to them or contract and so Apollo has been working on that and that is moving forward. We have all the diesel there to run our old boiler and we just need a diesel fired backup generator to make it easy.
- c. In some of the conversations that Craig and I have had today, they don't know if they can get a crane in there to lift that containerized backup boiler off the transportation vehicle because of all our electrical and so there was a conversation with a forklift driver who said that he would tear up the asphalt, which is a minor issue with me, we just need to get that backup boiler installed. Craig had a good idea, maybe rent or buy a lowboy and so he is out researching local lowboys. Apparently, he has a number of friends and colleagues in the community that have one. The idea of this is that we would just send our lowboy down to Cole Industries and have the containerized backup boiler put on it, we just pull it in where we want to set it anyway and we just leave it on the lowboy until spring and then haul it out again. I will be interested to find out what he has learned between when I talked to him and our conversation with Apollo in the morning.
- d. I did give a date of no later than October 15th to have all of this operational and when I keep talking to the representative at Apollo, he assures me that it is going to come in right around that timeframe.

- e. We will be doing an abatement of the valve head because they have to tap into that and then all the utilities go out and that is where that new transformer comes in. I am very content right now of how Apollo is working with us. Our urgency has become their urgency, so that is all going well.
- f. We have some new fire doors ordered for the school in May and those have just come in and we have them almost completely installed.
- g. The food service program was one of concern to me and I really looked at how the program is going and trying to facilitate our new cook and again, after several conversations and face-to-face meetings we have completely worked it out. We have excellent menus, recipes, nutritional data, and also the production material that we need to reorder the food that fits the menu that provides the adequate nutritional value to students. One thing that we are still working on, and we brought this to their attention, is Kindergarten through 12th grade receive the same serving size, for example all would get a 1 cup portion. We explained that we are getting too much waste at the elementary level and not enough at the high school or middle school. So, we asked to have the expert's portion those out so maybe it is $\frac{3}{4}$ of a cup for kindergarten and 1-1/2 cup for the HS/MS. So, this is going good and I have worked with Mike Jones on that, along with Debbie the cook here in Palouse.
- h. We continue to have ongoing emergency response and building security efforts and plans. I have asked Sally Jo Evers, a comprehensive school safety field officer from ESD 101, to come down. She came down and walked through the building with me and I addressed my concerns, and she addressed valuable insights of her own. I then talked with office Joe Handley about that conversation, and he had good insight and contributions as well. As far as doing what we can do with the resources we have to secure and have a plan for our building in any kind of emergency, I think we have come a long way but of course the work is never done. We were able to get new handheld radios for all our faculty and many of our staff. When I got here most of the radios just didn't work and so it was time to upgrade and we were very fortunate that Marv Pillers came in and looked at our radios, made some recommendations, brought a series of radios for us to consider, and then through his contacts he found a gentleman in Tuscan that actually had 50 of these radios in a box and so I called this gentleman and we were fortunate as he has never had 50 radios in his possession since before covid so we took 20 of them on the spot. Marv Pillers has come out and reprogrammed all of those and so right now we can communicate throughout the building. This is all part of that emergency response security plan.
- i. Jason Jahn recently held a bus evacuation drill and that went very well at the middle school and elementary.
- j. I mentioned in my initial interview that having an unlocked front door was really not copasetic with me and so we do have a new electric door latch on our door so that door is always locked and we can buzz people in or use the push bar, and if you have the code to the door you can get in that way, but the door is always locked. So, if one of us is away nobody just walks in until recognized and buzzed through.
- k. We began this week in the elementary doing our longitudinal MAP testing so we will get our fall baseline for student academics and then we will do another one before Christmas and then later in the spring before standardized state testing. It is much more streamlined than what I had worked for in Alaska and Arizona. Teachers are able to go in and schedule their own tests.

- 1. Mr. Jones called me about a week or two ago and said that I have three ladies from ESD here as part of a middle school equity project, and he has been working with them on all of these fabulous programs that he talks about – robotics, AG, etc. So I asked him to send them my way and in the short time that I was able to spend with them it was so refreshing to find resources that were motivated like I was motivated to get some of our extracurricular elective programs going. So, at this moment in time we plan to have Lego Robotics in operation as an elective to middle school students in Garfield 2nd quarter. I have put out there, kind of conversationally, that I would be interested in getting a Trap Shooting program going. The idea is Lego Robotics feeds into the high school, and so Trap Shooting would feed into the high school trap shooting program. So, after the last board meeting in Garfield I had parents stay afterwards and talked with me about the positive side and how supportive they would be on that as well. I talked with Nikkie Pfaff earlier this week and she is operating as a board member of the local gun club there in Garfield and she was very supportive and positive and felt that this would be a great support from the local club. I told her I would get her a proposal that she could show her gun club members and then we will meet again later next week to kind of really iron out with my faculty and them the days that we would need to come to the gun club to get that started and what the curriculum would be like. So, I really appreciate Mike for recommending that the ladies from ESD come and visit.
- m. Last Wednesday we went up to ESD 101 and took the entire middle school faculty and we set in and listened to some more of their project work that we can be involved in on improving middle school programming, mainly in career technical ed. So, it has all been exciting. We hope to have wood shop as an elective 3rd quarter.
- n. I had some business in Spokane yesterday and I was able to stop by and see Jake Dingman from Oakesdale School in a face-to-face meeting instead of by email. He gave me a full tour of their school and through that visitation and contact I got another handful of grant sources that they have been using there at the Oakesdale School to acquire career technical educational materials in their shop program, and that was awesome. Some of those grants are open right now so hopefully as I have time, I can apply for some of those for this funding cycle which would help our wood shop.
- o. On the athletic front, our varsity girls basketball team is dominating the league and they are undefeated 3-0. Our JV girls have only lost one game, so they are 2-1. Our boy's football is 1-1. Our cross-country team is doing really well also. Starting October 24th, we will have middle school boys basketball starting and cheerleading starting.
- p. The Veterans Day Assembly will be November 10th at 9:30 a.m. in the Garfield gym. Winter and spring concert season schedule has been fixed and will be posted on blackboard.

The Garfield Board went into recess at 8:13 p.m.

Board Chairman: _____

Superintendent: _____

**GARFIELD SCHOOL DISTRICT #302
PALOUSE SCHOOL DISTRICT #301
REGULAR JOINT BOARD MEETING**

Thursday, September 29, 2022

Held in the Palouse Library

I. OPEN: The Joint Board meeting was called to order at 8:12 p.m. by Palouse Chair Jessica Smith.

A. ATTENDANCE:

Garfield Board: Ryan Pfaff, Sean Neal, Matt Bofenkamp, and Justin Honcoop. Excused: Paula Adams

Palouse Board: Shealyn Holbrook, Andra Edwards, Jessie Twigg-Harris, Heidi Evans and Jessica Smith

Also Present: Palouse Superintendent/Principal Mike Jones

Garfield Superintendent/Principal Brett Agenbroad

Secretary/Reporter Debbie Anderson

Guests: Many Community Members

B. REQUESTS TO ADDRESS THE JOINT BOARD:

Tamara Rounds: Our daughter just started TK, I am new to this area, I have been hearing through the grapevine little bits on each side. My question is, this seems to be really focused on masks and mandates but was there a previous conflict before the pandemic or did it really stem from the masking and the mandates that the state and L&I, and I am just really curious for both sides what your opinion is on that. Do you feel like there was an issue with the coop before or if it was really about the masks and the mandates?

Sean Neal: Are we allowed to talk now? I am just making sure that we can talk now because we couldn't before.

Matt Bofenkamp: I think Jessica Smith laid it out pretty clearly as far as the timeline. I don't remember in recent history, five years, there being a real dispute. The boards over the course of the coop, which has been here for over 40 years, have had disputes periodically and there have been rough spots. But prior to this, to answer your question, is no.

Jessica Smith: I would defer on that one. I was here for the two years prior; I was elected in and sworn in January 2020. So, all I knew was covid and we were surviving covid. Prior to that I think Ryan is the senior member that has the longevity.

Ryan Pfaff: I haven't been here that long, I graduated here. There have been disputes before between both boards and it came to a resolution.

Tamara Rounds: So, what makes this different, what makes this more confrontational on that end?

Heidi Evans: I do think that the masking situation opened up for a larger thing. We keep talking about that, but it is really the underlying issue of that it needs to be a cooperative. I firmly have stated since we began all of this that I do think a lot more things are cooperative matters than are not. Our bargaining agreements with the unions are with all three parties, which basically means that a lot of discussions should be with all three parties so that way we don't have situations where a person becomes non-represented, and we have someone then doing union work who is non-represented and then someone else is represented. There are a lot of complexities to these sorts of agreements, and we did see some turnover on the board this last year which I think contributed to that as well. I am super hopeful that we can find a path forward but the clear message I have received time and time again, and I welcome for any kind of corrections, is that Garfield has been very transparent that this is basically nothing more than like a financial benefit for both people. They want complete autonomy, so much to say that like with the disciplinary things and I am not sure if you have read over all the documents but...

Jessica Smith: Heidi, we are digging into the discussion of the cooperative agreement. I don't want to shut down your comments but to have this conversation I would like to wait until we get into the cooperative agreements. I just think we could start that debate now and we would never get out of it.

Tim Coles: I have been here forever. I was here from the very beginning, and I can tell you that unequivocally there were always differences in many ways. But again, we recognized the importance of coming together for the financial reasons and for other reasons, because as soon as we got together athletically this place took off and that made the community come together even more, in all things, whether it be FFA or anything else. The big bugaboo was when both boards had a big qualm with a former superintendent and when that superintendent would not resign because one board lost all faith then the whole thing went haywire, but they both decided, to keep the cooperative together, they would just hire their own superintendent and their own principal and they would handle all things in their district and vice versa and the things that were cooperative they would still work together. But, at the time when it was one superintendent over both schools there was a lot more cooperation as far as hiring. They had three from this district, three from that district, they met together, they made their recommendations to the administrator of the school that they were going to be hired at, but it was still the administrator's job to either take the recommendations or not. That was done many times. I remember many times going and being on those hiring committees and thinking why the heck am I doing this when they don't even take my recommendations. But again, that was their choice and when I became an administrator I understood why. So, there has always been some, but you were right when the covid thing hit and there were people fighting over the science – do mask work, Fauci says this, Fauci says that, and then everybody bought in and we still have people wearing masks. When I was in the middle school last year the only guys who got covid in my stent there were the three kids who were wearing a mask. I don't know, I can't tell you anything about that, that was weird, but that is what happened. I think that did open up wounds and I think then that this brings back this argument about what should we be doing cooperatively and what should we not. But when that superintendent messed things up and we all had to go our own ways, both districts pretty much took charge and I remember when I was here as a principal and had to hire someone, I picked my own people, and we got it done. There was no three and three, that kind of went out the window because both boards were kind of angry at each other. So, would it be nice if we could get back to working more cooperatively – Yes – but I think we really need be careful and make sure that we do things correctly and understand that yes we can cooperate in hiring people and have three from one community and three from the other, but when it comes right down to it whose job is it to hire that person – that is the superintendent/principal. That is the way it is. Things up there as an argument to the board, I remember they used to have to have three from this board and three from that board to solve anything and sometimes I thought maybe they should have a supermajority, if they couldn't work it out for 3 and 3 then maybe they should have 7 overall and that is the way we get something done. But I for one would like to see a little bit more cooperation and keep in mind that when we get new administrators and everything that that word cooperative is, if you don't come from this, it is hard to think that way and it takes time to do that. But what is most important is that Mike Jones and Brett Agenbroad work really well together and work to design policies that are going to work well, and you guys hear them out and get things done. It is not that hard, but we do have to cooperate.

II. CHANGES TO THE AGENDA:

1. Modification to the consent agenda to approve both July and August for the minutes and ASB portion.
2. Food Services increase from the Palouse Agenda which involves both the Garfield and Palouse Schools.
3. Zoom meeting agenda.
4. Adding CBA salary schedule – Error on the salary schedule.

Mike Jones: There was a correction to the salary schedule on the classified bus drivers.

Brett Agenbroad: The issue was brought to our attention by Phil Weagraff, the Classified President, that the 6% that was granted to teachers and then to classified across their salary schedule, it was only in the first column and not the rest of the schedule, and so Mike and I both agree that we have to fix that. So, we sent it back to the business manager and he corrected it right away. The extra bus route was left blank and that is \$16.50. We just want the joint board to consider that, and administration recommends approval of that, and then that will just take care of the mistake that was made in the collective bargaining agreement.

Mike Jones: Jeremy didn't add those columns together, but we approved that back in July when we met on the salary schedules.

III. CONSENT AGENDA:

- A. Approval of Minutes
 - a. July 21, 2022
 - b. August 25, 2022
- B. Accounts Payable:
 - a. HS ASB:
 - i. August – 30111193, 30111216 - \$487.29
 - ii. September – 30111234, 30111240, 30111241, 30111250, 30111255, 30111259, 30111265, 30111269, 30111271, 30111289 - \$10,264.09
 - b. MS ASB
 - i. August – 30210122 - \$411.08
 - ii. September – None.

MOTION: A motion to accept the Consent Agenda was made by Sean Neal and seconded by Shealyn Holbrook. The motion passed by the following roll call votes:

Sean Neal – Aye	Jessica Smith – Aye
Ryan Pfaff – Aye	Andi Edwards – Aye
Matt Bofenkamp – Aye	Heidi Evans – Aye
Justin Honcoop – Aye	Shealyn Holbrook – Aye
	Jessie Twigg-Harris – Aye

IV. NEW BUSINESS:

A) PAY SCHEDULE – CLASSIFIED BUS SALARY SCHEDULE:

This was addressed above.

MOTION: Sean Neal moved to approve the pay schedule changes for the classified bus salary scale as presented by the superintendents, seconded by Ryan Pfaff. The motion passed by the following roll call votes:

Sean Neal – Aye	Jessica Smith – Aye
Ryan Pfaff – Aye	Andi Edwards – Aye
Matt Bofenkamp – Aye	Heidi Evans – Aye
Justin Honcoop – Aye	Shealyn Holbrook – Aye
	Jessie Twigg-Harris – Aye

B) POLICY – SECOND READING/ADOPTION

- 3245/3245(P) – Students & Telecommunication Devices
- 6610 – Video Surveillance
- 5011/5011(P) – Sexual Harassment of District Staff

Mike Jones: I would recommend we approve as written.

Jessica Smith: I am going to disagree with you Mike. I am just going to start on the top, policy 3245/3245(P) – Students and Telecommunications Devices. My personal one concern is I don't want our staff to be responsible for searching for telecommunication devices, this needs to go to Office Handley or Office Anderson. That is my only edit.

Jessica Smith: Can we move to strike it first or do we have to move approve the entire thing and then move to amend?

Sean Neal: There is no motion on the table right now so you can strike it and then make a motion to approve it as modified.

Matt Bofenkamp: Before we modify it can we ask our superintendents for their input? They made a recommendation to approve as written so since they are the ones that are responsible for this document and enforcing it I would like to hear from them.

Brett Agenbroad: Mike, if you don't mind, I will go first on this. This is a model policy and certainly up to an amendment or change and I would agree that I would prefer not to have to search a student's electronic device if there is some kind of illegal activity suggested or enough evidence that searching a phone has to be done, I would prefer that the parent or the police officers do that myself.

Mike Jones: I would agree with that, anytime we confiscate phones, unless it is immediate and necessary, we call in law enforcement to search phones, we don't search phones, nor do we expect staff to do that. They confiscate and Officer Handley can verify that he has been involved in a couple of those.

Sean Neal: Am I reading that wrong, but it doesn't necessarily say that any school personnel would be searching; it just says that they are consenting to have it searched. So, we could add to that by appropriate law enforcement or something like that, unless I am reading that wrong.

Jessica Smith: My reading was – content or images that violate state and federal laws will be referred to law enforcement that is the first-time law enforcement is brought into it. If we want to add law enforcement early, I would be okay with that.

Jessie Twigg-Harris: To be clear, are you suggesting that everything is struck before that line?

Jessica Smith: I was taking the easy man's way out, striking E. I think Sean's edits to it though would be another appropriate way of handling that.

Sean Neal: I was just making the point that it doesn't necessarily say who is going to be searching the device. If you want to make it super clear we could add, "By bringing a cell phone or other electronic devices to school...consent to the search by law enforcement authority" or whatever verbiage you want there is fine, or you can strike it.

Shealyn Holbrook: I like Sean's edit.

AMEND POLICY 3245: Justin Honcoop moved to add law enforcement in #E that states, "By bringing a cell phone or other electronic devices to school or school-sponsored events, the student and their parent/guardian consent to the search **by law enforcement** of the device when school officials have a reasonable suspicion..." The motion was seconded by Sean Neal. The motion passed by the following roll call votes:

Sean Neal – Aye	Jessica Smith – Aye
Ryan Pfaff – Aye	Andi Edwards – Aye
Matt Bofenkamp – Aye	Heidi Evans – Aye
Justin Honcoop – Aye	Shealyn Holbrook – Aye
	Jessie Twigg-Harris – Aye

PUBLIC COMMENT:

Tim Coles: Are you saying then that the parent has to approve law enforcement checking it, because if there is a problem you shouldn't have to do that.

Mike Jones: Any time a phone is confiscated based on the revision to disciplinary rules the parent needs to be notified anyway, so the parent will be notified when law enforcement is brought in and then they can deal with it in between the two of them.

MOTION: Justin Honcoop moved to approve **Policy 3245** as amended, seconded by Sean Neal. The motion passed by the following roll call votes:

Sean Neal – Aye	Jessica Smith – Aye
Ryan Pfaff – Aye	Andi Edwards – Aye
Matt Bofenkamp – Aye	Heidi Evans – Aye
Justin Honcoop – Aye	Shealyn Holbrook – Aye
	Jessie Twigg-Harris – Aye

Jessica Smith: Next one is Policy 6610 – Video Surveillance. The only comment I have is that we still have our (insert method of notification...) Can we amend this so we can get that moved along?

Mike Jones: It would be in the handbook itself so that would be one method. Secondly, through blackboard.

BOARD COMMENTS:

Matt Bofenkamp: Let’s just say electronic posting.

Jessica Smith: Okay, so we will add (handbook and electronic posting).

PUBLIC COMMENT: None.

MOTION: Justin Honcoop moved to approve **Policy 6610** as written with the amendment of (handbook and electronic posting), seconded by Sean Neal. The motion passed by the following roll call votes:

- | | |
|----------------------|---------------------------|
| Sean Neal – Aye | Jessica Smith – Aye |
| Ryan Pfaff – Aye | Andi Edwards – Aye |
| Matt Bofenkamp – Aye | Heidi Evans – Aye |
| Justin Honcoop – Aye | Shealyn Holbrook – Aye |
| | Jessie Twigg-Harris – Aye |

Jessica Smith: Next is 5011/5011(P) – Sexual Harassment of District Staff.

BOARD COMMENTS: None.

PUBLIC COMMENT: None.

MOTION: Andra Edwards moved to approve Policy 5011/5011(P) as written, seconded by Sean Neal. The motion passed by the following roll call votes:

- | | |
|----------------------|---------------------------|
| Sean Neal – Aye | Jessica Smith – Aye |
| Ryan Pfaff – Aye | Andi Edwards – Aye |
| Matt Bofenkamp – Aye | Heidi Evans – Aye |
| Justin Honcoop – Aye | Shealyn Holbrook – Aye |
| | Jessie Twigg-Harris – Aye |

C) ASSIGNMENTS (INFORMATIONAL):

- a. Food Service – Mr. Agenbroad
- b. Transportation – Mike Jones

Mike Jones: Brett and I met here the other day and two things that have come up just in separate splitting duties so that we are sharing some of the workload. Brett has some experience with food service that I do not so he is taking on some of food service and doing the evaluations and such with staff. I will take on the evaluations in that of transportation, particularly since Jason Jahn is housed out of the bus garage here in Palouse. So, this is more informational that we are looking at moving those around.

D) FOOD SERVICE INCREASE: (Board Approval)

Mike Jones: This is an increase across the district for food services. It was recommended by Debbie Calhoun and so we need to be in compliance with USDA. We need to have a food service increase.

MOTION: Sean Neal moved to approve the food services increase, seconded by Shealyn Holbrook. The motion passed by the following roll call votes:

- | | |
|----------------------|---------------------------|
| Sean Neal – Aye | Jessica Smith – Aye |
| Ryan Pfaff – Aye | Andi Edwards – Aye |
| Matt Bofenkamp – Aye | Heidi Evans – Aye |
| Justin Honcoop – Aye | Shealyn Holbrook – Aye |
| | Jessie Twigg-Harris – Aye |

E) ZOOM MEETINGS:

Andra Edwards: I am not looking for any specific action tonight, but I do feel that since it has been brought up by our community, we should at least kick it around a little. We have the equipment to do this, we don't have to take public comments or questions through that, it is just a way to get more people involved which I think is always better to have more people involved when we can.

Jessica Smith: We stopped with the zoom meetings at the end of the required period with covid just as an administrative thing, I don't think we need to vote on this. Does the Garfield Board have any major concerns with that.

Justin Honcoop: It would only be the technical difficulties we had that one time the held us up. We try our best and if it is not going to work we just continue.

F) COOPERATIVE AGREEMENT:

Jessica Smith: Sean, do you want to start with Section 4 or do you have a place you would like to start.

Sean Neal: That is a good place to start.

Matt Bofenkamp: Jess, as we get started here, I would like to address the boards and the community. So, we didn't get a chance in the earlier exchange to talk or say anything and I think there is a lot of contexts to the edits that Garfield proposed that I would like to make sure everybody understands that the context was provided to the Palouse Board, and also from some of the community members and board members talking about "these boards not trying to cooperate together". Jess, you did a pretty good job outlining kind of this year in the sequence of events. We had a town hall in July, we took all that input in and so the August meeting was the first real meeting to have some direction and get started on this. I thought we did really well in that meeting in August with coming together and agreeing on a lot of those sections, I think we did cooperate in that meeting. The two sections that we knew we were going to have differences of opinion on, Section 4 and Section 6, we came out of that meeting with me stating that I will take the responsibility for the Garfield Board providing those edits. We provided those edits in one business day. We provided them on August 28th. Those edits were not distributed to the board until four business days ago. So, we as a combined board have had a total of five business days to look at the edits that we proposed. My hope and my goal of that quick turnaround was so that us as a combined board could see that, hopefully have those one-on-one conversations. I was hoping to get phone calls or emails. I didn't receive any. So, I hope the community understands that even though it seems like a long period of time has gone on here, we as a board have had very little time to receive any comments or feedback on what was proposed and the first opportunity formally we were given to do that is the last board meeting. So, I just wanted to make sure that that is understand and bounded correctly because the sincere goal of the Garfield Board was to hopefully have numerous discussions and phone calls about these edits but due to the timing of everything there was no opportunity to do that. So now we are here, and we have the edits and we get to talk about those. There was a lot of context provided with these Garfield edits when they were provided in a big email, I think you guys saw that. I think it is important because there are obviously a lot of assumptions that are being made about people's character, the direction of these comments, and assumptions in my experience are usually never right or helpful. I am going to read the email that we sent along with the comments because I believe it provides a lot of really good context on this. There are two sections here where I have the context, Section 4 and Section 6, so I think what I will do is limit it to Section 4 right now. We can talk and work on that and then when we get to Section 6 we can go there. So, the Garfield Board, in looking at this, we tried to take input from previous board members, founding board members, Garfield Board legal counsel and cooperative agreements from other school districts when we looked at this to try and bound it. I will go ahead and read through this, and the Section is up on the projector so people can kind of follow along: "After our board meeting this last Thursday (referencing the August board meeting) we reached out to Jeremy Loe at ESD 101 to get some clarification on employee status at our schools. There was a lot of confusion on if we had any joint or cooperative employees as it was framed here. His clarification was as follows, and as the driver behind the wording changes in this section. "There are no joint or cooperative employees currently employed in either of the Garfield or Palouse school districts as bounded. We have shared employees – teachers and staff hired by the district that can provide services to another district. When either district subcontracts employees to another district, the school district will bill the other for the time spent at the other district. This is billed through the business office quarterly or annually; this is how we currently do it. We have

contractors – ESD 101 financial services (Jeremy), nurses, OT, PT, and speech services, and educational psychologist – these employees are not on the district payroll and simply get billed for the hours worked. They are not district or cooperative employees. We then have extra duty contracts which would be like coaches, bus drivers, etc., either fixed hourly or contract offering district employees to make a fixed amount outside of normal business hours. Coaches and bus drivers are billed in the district they provide the services for regardless of the district that they work in.” So again, the context here and the question that really came up for the Garfield Board is, we have these definitions of shared cooperative employees, but we don’t actually have any according to those definitions and ESD 101 clarified that. The three sections of Section 4 (F specifically) have been replaced with two subsections outlining that the employees are governed by the district they work in and by any negotiated agreements for the district that employs them. We talked about the negotiated agreements a little bit. This wording is directly from the St. John/Endicott and Lind/Ritzville agreements. Again, this wording wasn’t just made up; it was lifted from cooperative agreements that are in place from other school districts in Whitman County. This aligns with not only how ESD views our employees but also the status quo of how we actually manage our employees. This was brought up by a community member of how we manage our employees. We manage our employees by the superintendent/principal in that building and being responsible for the staff that works and resides in that building. It also makes it very clear to ESD, or the State Department of Education, that we are operating as a cooperative by managing our staff independently. I did reach out to a board member at Lind/Ritzville to try and find somebody to ask them specifically because their documents are very plain about separation of staff and how those staff are managed in the buildings and what was relayed to me, and also relayed to me and reiterated by a board member who founded the cooperative, which none of us were around for that, so there was a lot of work and effort that went into that and we kind of discussed that at the last meeting, and the board member from Lind/Ritzville reiterated this, that there is a risk that if we try and make joint or cooperative employees and bound those to include a majority of employees in our building, that ESD or the State could question our cooperative status and this could jeopardize our funding model. So, the reason in the original cooperate years and years before what we have now, and why multiple Whitman County School Districts are very clear that the employees in that building are managed and governed by the superintendent in that building is because if it is construed that we have cooperative employees and those employees are governed by both school districts, then the question comes up of whether you are truly a cooperative or are you a combined district. The changes that we made don’t have any effect on current negotiated employment agreements for both districts. So, I just wanted to read that out loud, that is the context of at least for Section 4, why we suggested the changes that we did.

Jessica Smith: Can I ask some clarifying questions? First question, you referred to legal counsel, who is your legal counsel?

Sean Neal: Rockie Hansen out of Spokane. Several other districts in the area use this lawyer.

Jessica Smith: So, you are no longer using the lawyers that we have been using as a joint district for several years now, Clay and Stevens?

Matt Bofenkamp: Not for this specific topic. We reached out to a different lawyer.

Jessica Smith: The second question I have is based on some of what you are saying about how we do money and I am going to be looking to Mr. Jones, Heidi has more understanding of how we do financials than I do, but it was my understanding that we don’t bill for time for any of these nursing, etc., the joint staff or whatever we call them, it is just an equal cost share over the year. We don’t do quarterly billing to each other; we don’t do subcontracts. That is why we do a coop, they are cost shared, and we take care of it once at the end of the year, and a little bit of money goes one way or the other. Last year it was literally 1,000 – 2,000 dollars after the back and forth was evened out. Was that communication with Jeremy by email or verbal because I would love to see that written down?

Matt Bofenkamp: The conversation with Jeremy Loe was through Brett. I know he reached out because after the meeting we had a discussion that there seemed to be significant confusion here and I know that Brett reached out to Jeremy for that clarification and then provided that clarification to his board.

Jessica Smith: I have got concerns about some of the finer points here. Would you guys be okay if we reached out to Jeremy and asked for this in writing so that we can make sure that we are all on the same page?

Sean Neal: Yes.

Jessica Smith: The ESD piece of this, the second part of your comment you talked about how ESD views our employees and ESD is a service provider, they provide us the financial services, how they view our employees I don't think is at all relevant. You talked about the State Department of Education, and this is where I would really like to hear the other person to whom you were talking to regarding the fact that if we would have joint or cooperative employees that they would question our cooperative model and that concerns me. I went looking in the RCW's and I know you referenced 28-28A, that is a huge RCW. I was going through that, and I can find nothing in the RCW's that has any concerns about us being too close.

Matt Bofenkamp: I couldn't either and when the former founding board member, who was a Garfield Board Member, when we were having this discussion, and from the Lind/Ritzville board member I contacted, that is all just opinion on their part. There is nothing that I can find in the RCW's that is a hard stating fact that says, 'this is the definitive terms of how we decide whether somebody can be a cooperative or a combined district'. I think it is just a general concern. That was a concern really by two people and it is an opinion and I share that opinion which is why I brought it forward. But I wasn't able to locate in the RCW anything where you can actually find the hard position words like "if you classify your employees this way then we are going to consider you a combined district instead of cooperative."

Jessie Twigg-Harris: So, to be clear, that the line that says, "There is a risk that if we try and make joint or cooperative employees that ESD and the State could question our cooperative status and this could jeopardize our whole funding model", that is your opinion not your opinion of ESD or of the State.

Matt Bofenkamp: That is my opinion based on the people that I have talked to.

Jessie Twigg-Harris: Nor is it supported in the RCW's.

Matt Bofenkamp: No, it is an opinion by a current board member in another cooperative district and a founding board member for the cooperative from the Garfield Board.

Jessie Twigg-Harris: St. John/Endicott and Lind/Ritzville are referenced here as two other nearby cooperative districts. What is the administrative model at both of those? Do they have one superintendent or two?

Justin Honcoop: They have one superintendent.

Jessie Twigg-Harris: So, it would follow that we have a different model, and their agreements may not actually be an easy or direct transfer to our situation.

Ryan Pfaff: They lifted their model from Garfield-Palouse first.

Jessica Twigg-Harris: Right, and we have had a single superintendent in the past. But I am saying that there are some ways that our current model, as we have right now with two superintendents, differs from like in how it falls out in this section from how it would with a single superintendent. So, I feel like it is important to say that while they may be nearby, and while they may be coops, we also may be comparing apples and oranges here and may not want to automatically take language from their agreements if it doesn't fit our cooperative.

Justin Honcoop: I guess the context we are going off with this though is that since 2003 this is how the cooperative has been ran just like this, Garfield hires Garfield employees and Palouse hires Palouse employees. Tim Coles can reference this that this is how it has been traditionally for the last 19 years. It has worked. We can interview people to make a recommendation to the superintendent but ultimately they are in charge of hiring and firing. If we don't agree with the superintendent as a board we have that power that if we don't agree with what they are doing we will fire you. However, for employees, how it has been

done for the last 19 years is just this, you hire your employees, and we trust in good faith that we are hiring the right employee for the job, qualified, to teach our kids well.

Jessie Twigg-Harris: Right, and what I am suggesting though is that in a model where there is a single superintendent and two principals that unity, that trust, that accountability, is with one person over two different schools versus two different superintendents and that while we can hope for and assume that two superintendents are going to cooperate together, that is not the same model.

Matt Bofenkamp: I think with the context provided; the goal of these edits was to bring us in line with how we currently operate these districts. Our superintendents stick to clarify what is in the current model of the coop agreement which I don't think we follow, to what is actually the status quo and what we have actually been doing and how are superintendents manage the faculty and hire staff in their building. At its base level that is what it is and yes, we talked to people, we looked at different cooperative agreements to ask if there is some simple wording out there that makes this easy. A lot of conversations last time about what is a cooperative employee or a combined employee and so we tried to get some clarification from ESD, and yes, they provide financial services but they also service all of the school districts and they work with other cooperatives as well, so I think that is a valid point still from Jeremy. But really, in essence, the idea was to simplify it to be in-line with how our employees are classified now and to bring our cooperative agreement in-line with the status quo and how are superintendents have been operating with the buildings and faculty.

Jessie Twigg-Harris: I am not seeing how the modifications or edits actually get us closer to it. I look at the version on the left side and recognizing that we may not have those employees right at this minute, I also don't think it means that we may not ever have a coop employee and I see the left side being closer to the heart of how we operate than the right side. The right side starts to remove things and starts to make it the only way that it can be.

Justin Honcoop: We are currently operating as what is on the right side. That is how the districts are operating right now. Single superintendent hires for their district, we are not operating on the left. We don't have any joint coop employees that we are co-hiring.

Jessie Twigg-Harris: Heidi can you weigh in here on what the collective bargaining agreement is, like we are saying that we don't have cooperative employees. You are suggesting that we kind of do and then we have collective bargaining agreement.

Heidi Evans: So basically, Mike correct me if I am wrong here, when you hire a staff member they are like essentially attached to a federal tax ID number, someone is paying them period. The best of my knowledge no one collects paychecks from both districts to essentially perform the same job duties, correct Mike?

Mike Jones: Yes.

Heidi Evans: So, with that being said we really don't have like dual employees. Now these coop employees, ones who may be paid out of Palouse but yet serve Garfield as well, that is kind of the more questionable aspect. Should the joint oversee those people because at the end of the day it is a shared cost because we are doing cost sharing, so there is a financial transaction, so there is a vested interest on both party's end. I personally would like to switch gears because if this is current practice I don't necessarily have problems with the language. I have problems more or less with the fact that, and I don't want to go back to the mask but again it is a great example, because as we currently have F and I written - each district will maintain responsibility and authority in all matters related to the staff and a staff employed by one district, but assigned in the other, will be bound by all negotiated agreements. My question to you guys is what does it look like if a grievance comes up then. If I have a staffer who is on our payroll, they go over to your building, which you guys have said we want to do and make the rules and decide what we want to do, what happens if that does violate our contract and a grievance is filed. There are no ramifications. Like if I was a staff member, I would have serious concerns about that, there is just no protection there for the staffers. It did come up with the mask mandate, staffers were saying do something. I wanted to do something because they felt it was a violation and that is what I find more problematic about the shared staff, is unless there is that true collaboration, which since January I truly and sincerely don't feel that that has been the case. Months ago, I put out a request with my contact information. The only person I heard

back from was Sean, I never heard back from anyone else. We have talked a couple of times and I appreciate that, the communication and flow there. There have been other decisions made to such as the hiring of Brett would have been a great opportunity to like, whatever, masks, a thing of the past, let's move forward, that would have been a great opportunity to collaborate. Again, the decision was made to kind of go off independently. And whether or not you have the rights and abilities to do that as a board, I don't necessarily want to argue that, but I guess it comes down to kind of an issue of are we operating cooperatively. I would be curious to see what a grievance would look like if we both are making our own rules. So, what exactly does that look like because we already saw that in February and it was a nightmare.

Justin Honcoop: How would that work right now if a staff member in Garfield, who is hired by Garfield and is working solely in Palouse, or vice versa, and this staff member has a grievance and he is technically a Garfield employee, how is that handled.

Brett Agenbroad: That is a tricky one because we never see him. We have talked about maybe that teacher should be paid out of Palouse then.

Heidi Evans: To that point you are kind of driving a point that we should separate if it is so difficult.

Justin Honcoop: I am just trying to get a clarification of what would be our current grievance, how would it be handled now, because they just admitted that it is difficult.

Brett Agenbroad: It would be

Jessie Smith: I would like to hear what Mike says because Mike has been here and gone through this. I respect your opinion Brett, but he is the superintendent that we have had.

Sean Neal: Why don't you let Brett finish since Brett started and I think it would be respectful to let Brett finish. We will get Mike's opinion too.

Jessie Smith: He has been here for two months; he doesn't know what has happened.

Sean Neal: He has worked in many other districts throughout the country.

Jessie Smith: I am not worried about other districts; I am worried about this district.

Sean Neal: I know, but he still has value to offer. I am just saying let him finish, I am not discounting anything Mike would say, I just think it is disrespectful to interrupt Brett when he is in the middle of explaining something, I am just saying let him finish.

Brett Agenbroad: All employees are either Garfield or Palouse employees, or they are independent contractors right now in reality. So, if there is an employee on the books of Garfield, I would assume they would file a grievance with me; we would mediate, if we could not come to an agreement to satisfy that employee we would go to arbitration. We could do binding or non-binding arbitration with the employee. So, you have an outside arbiter come in and they listen to both sides and you either allow them to make the decision you are going standby, or it is a non-binding arbitration where then you just keep escalating to the courts. But generally, these things can be handled at mediation level, I have gone to arbitrations and grievances have been resolved. So, if it is a Garfield employee they would need to file with myself and then we would discuss, mediate, try to solve it at the lowest level and if that didn't work we would go to arbitration.

Mike Jones: So, Brett is correct in the process, which is pretty standard as you move through. We had a grievance filed a couple of years ago so I will give you that example. This was a Palouse employee but the way the agreement is set up, because the CBA crosses both districts, they filed a grievance with the district and we had numbers from the association that were in both buildings that were at the mediation with me and if we were not able to solve the issue at that moment, Zane at that time would have come in as the secondary arbitrator because he was the next one in line, and then we go on to the courts or whatever the case may be. So, there is a second level of protection. So, if that individual in Palouse were not satisfied

because we have a CBA that is across the board, if they aren't satisfied with that then it would go to a second level which then Brett would be able to hear that and then we would be able to work across there.

Brett Agenbroad: Then it would go to a professional arbitrator too, state identifier associations.

Mike Jones: The one thing I would say is, that was a specific instance in something that occurred in the building itself with a singular employee. If it was a grievance that crossed because it was a CBA issue that crossed both districts, then Brett and I both would be in the room to hear the grievance from the employee before it went to the next level of arbitration. Does that make sense?

Jessie Twigg-Harris: That does make sense and I don't think that is what this says.

Matt Bofenkamp: So, if we are okay, Heidi, you bring up this specific case, if you are okay with the wording on the right then what I would ask in this context so we have the current version of the edit, what would you suggest as a revision? If this is the document that we are working with now are you guys comfortable working that out right now or do you want to have time to digest this and then return another set of comments so that we can keep working on this.

Heidi Evans: I think we have another problem and that is we have already tentatively agreed on our goals, you know basically having some like cooperative employees, so this is problematic when we reopen something that has already been ratified, that is what I was talking about with bargaining in good faith. And so, with that being said we would then also have to go back to goals assumingly and re-correct that issue as well.

Justin Honcoop: Can we pull up what you are referencing.

Matt Bofenkamp: I don't think we need to revisit goals because goals are something that we can work towards in the future at any time.

Heidi Evans: Well, it is about job descriptions for cooperative employees so in this case you are saying there is none.

Matt Bofenkamp: In this case we are trying to bound the current agreement with what is happening now, how things are now and how we are operating now. I think the goals are still valid. In the future if we want to explore cooperative employees or combined employees and what that looks like and then provide a future revision to this document, which we can revise at any time. I don't think what we are doing in Section 4 has any effect on the goal section, I think we can still work there from here. But Section 4 really bounds this in the way it is now, and this is how we are operating.

Jessie Twigg-Harris: If we set aside the modifications on the right can you tell me why we can't leave it exactly as it is on the left?

Matt Bofenkamp: With the edits that we provided; we are trying to provide clarity for the current situation. If we have no cooperative employees and all we have is single district employees then why are we sectioning those out, we should just simplify it like the other districts have done and bound it so that our superintendents know, for example, F-1 (Each district will maintain responsibility and authority in all matters relating to the staff it employs regardless of the location in which they serve). That is how we do it now, it is very straightforward, and it is very plain. I think what we were trying to provide is the clarity. If we don't have any cooperative employees as it says on the left in Section F-2, then why have that section there at all. It doesn't mean that we may not need to add that section if in the future we work on goals and we decide that we want these to be cooperative employees, but we really just provided the evidence to provide the clarity of how it is now.

Heidi Evans: I am not sure it necessarily addresses that though based off of the feedback we just received from the superintendents about how a grievance would be handled because basically each district doesn't really maintain responsibility and authority in all matters if at the end of the day if we have a staffer from Palouse going to Garfield, if they feel wronged they are going to file a grievance with Brett, so therefore we don't really.

Matt Bofenkamp: If that is a concern that we have then let's clarify that. If the process that we have in place right now is as the superintendents describe is not adequate for us as a board so we would want to make that is clarified in this document, then let's just add a section. If this comes up that this is how it would be handled.

Heidi Evans: I agree. I think we are just skirting around probably needing to at least have that discussion more with the union. I wonder how many staffers knew that is how it would be handled at the end of the day if they were working in another building, because it doesn't seem like, though they are on our payroll, that there is much protection.

Matt Bofenkamp: But it sounds like what Mike said, is when it comes up and it is a situation where it is an employee paid by Garfield but working in Palouse, the superintendents immediately get together and it becomes a combined matter. So, it doesn't sound like we run into a situation where we have an employee that would have an issue with that because it sounds like the superintendents are engaging directly in that process to make sure it is adequately addressed. But we can add a section if we want to put that in writing somehow so there is no confusion, I am fine with doing that.

Jessie Twigg-Harris: If we just go back to the right side, it is there. So, for example, F-3 (Single District employees who teach students from both district in cooperative programs would be discussed at the joint board meeting and individual votes will be taken by both boards.

Matt Bofenkamp: That is regarding hiring practices and management practices, not in regard to a grievance.

Justin Honcoop: F-3, though, could be addressed in the process of trying to hire a new superintendent through this covid series. We had five applicants and we tried to interview three, but by the time we got to contacting them, which was approximately two weeks after we got their applications, they both had already taken jobs somewhere else. Time was of the essence here. We were coming into June and we didn't have a superintendent even on board, we hadn't had any applications, we extended the process once, got one more applicant, and it turned out to be the perfect guy. Had we come to the board, and we had to review this with the Palouse Board, and you said you would not agree to this, we could have been hung up and deadlocked and we could have missed out had we not gotten any applicants, and the same could apply to a teacher. We just leave ourselves to get into deadlock if we don't agree fundamentally on the qualifications of the teacher or maybe what they have done, or where they are from. A single district employee hired by the single district.

Matt Bofenkamp: I would like to throw this out there. It seems to me, I think based on the context we are trying to match up how the districts are operating currently, that is Section 4, if there is concern about how this process has been operated and a board is worried about having input during a hiring process, then why don't we simply add a section, we could put something in there to formalize the involvement of the other board in the process, in my mind like a hiring committee. We were going around earlier this year looking for FFA Directors. Mike Jones put together hiring committees and he tried to include a board member from Palouse, a board member from Garfield, and that hiring committee then provides input that is non-binding to the hiring board, and we go from there. This is how we operate currently, and I think it binds that and simplifies that pretty well. But if we are still concerned about having board input is that middle ground to say, 'okay, we understand that the superintendents and the boards are responsible for hiring the people in those buildings during that process, we will make sure that a hiring committee is formed that has one, two or three current board members on that committee to provide feedback to the other board who is hiring a superintendent.

Jessie Twigg-Harris: It seems to me that it is not just the hiring it is also the supervision and the potential grievance process. I guess I am concerned about anything that removes joint participation in those areas. So, it is not just the hiring of. So, for example, Mike did put together a hiring committee. I understand time is of the essence but to my knowledge you all did not.

Ryan Pfaff: That is not true.

Sean Neal: We had three different committees that were in the interview process.

Jessie Twigg-Harris: Did any of them include Palouse people.

Matt Bofenkamp: Palouse people were invited to all the committees, and they were all open to the public.

Jessie Twigg-Harris: Palouse Board members?

Matt Bofenkamp: Yes. We had a community, we had a board, and we had a faculty, all were advertised, all were open to the public. There was nothing hidden or secret about this entire process.

Jessica Smith: Was it advertised in the Garfield School. Where was it advertised?

Matt Bofenkamp: We sent emails out, but I don't see how that issue relates to what we are talking about here.

Heidi Evans: I think because at the core of this agreement though it is about us getting along. All of this is relevant because we do have to find a path together forward if this agreement is even going to work. Because if at the end of the day your board is just looking for a way to do what they want, you can't do what you want. I said even at the town hall, 'anyone can do anything they want at any time' doesn't mean that you are immune from the ramifications of that. We are talking about students, we are talking about teachers, what happened in February unearthed a lot of problems and like fractures in the previous coop, which you know I find funny that we are striking so much even though I am on the same page, if it is simply contract clean-up that is a whole different thing, but most of that language is from the original cooperative agreement, one in which you guys were very adamant just months ago that we should sign, sign, sign. So, I do see a lot of contradiction and that is where I am struggling moving forward is just that I can't say in good faith that whatever we agree to today that is it going to be bound because at the end of the day, even as you have written in Section 6, if I feel I want to do it I am just going to do it, because I feel that is in my rights in the RCW's.

Sean Neal: Can we stay on Section 4. I am not trying to be disrespectful; I am just trying to drive us to complete Section 4.

Heidi Evans: I completely agree but that is why I think it is relevant in all of this.

Matt Bofenkamp: So if we agree with the wording that this is how we are operating currently, this makes it simple, this brings us in align with what other cooperatives are doing, and it makes sense, then what I would ask at this point is let's provide the edits now. If you think you need more time to work on this then we can do what we did last time, shelve Section 4, and then ask for expedited comments so that we can get those and we can go back and forth to work together on them, or, we can suggest that if you have any edits now to put those edits in and we can vote on this.

Jessie Twigg-Harris: I am not certain that the right side here is how we are doing it now. I am sorry, I still keep coming back to that. It doesn't seem right at all. It seems like how you guys might want to do it but that does not seem cooperative or how we would do it now. They just talked about the idea of both coming in on the conversation. That is not here, there is no spirit of cooperative work in the suggested edits on the right so I am having a hard time with every time you say, "the right is what how we are doing it now".

Matt Bofenkamp: Then if that is not how we are doing it where are we not doing it that way, and then I would ask to please provide those edits so we can talk about it.

Jessica Smith: I think I would like to go to Mr. Jones and Mr. Agenbroad, how in your opinions, you deal with this day in and day, or living this, do we have cooperative employees. Can you give us a little insight here into how your staff are structured.

Mike Jones: So, Brett and I have talked about this a couple of times and we have kind of gone back and forth and I think he and I have a little bit of a disagreement, if that is fair, on how we do part of that. Correct me if I misrepresent our discussion. I view our employees that operate in both districts as shared employees that are cost-shared out at the end of the day and one of the things that Brett and I have talked about a couple of times, and that we have worked through, is the idea of subcontracting. I don't believe

our employees are subcontracted in that respect, whether it be the music department or Ag, whatever the case might be, they are paid for by the independent districts, but at the end of the day on an annual basis, not on a quarterly basis and not time-slipped out, we don't get sent a bill, it is based on the FTE that they spend within that district. It is cost-shared out on an annual basis, this is what we owe. That is identified in the cost-shared agreement. And so, that becomes, in my mind, a shared employee. That shared employee is bound by, again in my view, by a CBA that covers both Garfield and Palouse, that it is a three-legged stool; we have to be on-board with the teacher's union, Garfield and Palouse. In Palouse I can't make requirements for any employee whether they are contracted with Garfield or Palouse that violate a collective agreement across the districts. I don't know if that answers part of it or explains, but that is kind of how I view that.

Brett Agenbroad: I agree with Mike that we have shared employees. I don't necessarily know that we only cost-share them out at the end of the year. Jeremy and I have talked repeatedly about our shared employees, and he stated that he bills quarterly, he just quarterly moves money to cover the cost of an employee. That may be one of those items to ask Jeremy for clarification on.

Mike Jones: And that wasn't necessarily in disagreement to what you are saying on that. I think there is a piece where the ESD bills quarterly based on what they are doing. This is for another day.

Brett Agenbroad: We do need to get clarification, but he said to me that he bills quarterly. But we do share them, but we hire them independently and they are 'a districts' employee. When you talk to Jeremy to get clarification on this, when he and I talked, because I am new here, and I talked to Mike and he gives me his explanation, and that whole subcontracting language was my language trying to explain to him how I see it coming into this. We have our own employees on budgets, and of course we share them, but they are still Palouse or Garfield employees. They are shared. I have a wealth of experience and expertise that I don't need all the time, you could use those, I will take expertise that I need from you that you don't need all the time, and those salaries are mainly a wash at the end of the year. If he has an employee that makes \$50,000 a year and they spend two hours in my school, I have one that we pay \$50,000 a year and they spend two hours in Palouse that is just a wash. There is no money that changes hands. But let's say that he has an employee with a higher salary than my employee, so then there is some adjustment at the end. When you talk to the business manager and you look at the Garfield or Palouse budget, individuals are identified as Garfield or Palouse employees or there are independent contractors. So again, when we say coop employees, we are just talking shared employees. And I think Mike agrees to some degree on that. Like he said, we have had many discussions on these terms but again, you look at a Palouse budget or a Garfield budget there are human beings assigned to those districts. When we hire, I make recommendations to the board, they approve that recommendation, or they don't. I hope that helps.

Heidi Evans: Are any of these staffers shared like 50/50? Or to that note, I don't recall off the top of my head ever approving anything on a quarterly basis for like an interfund for these shared staffers. Are they 50/50 or less than, minimal, what are we kind of talking at the end of the day.

Mike Jones: On the cost share for instance, with music, we have one paid by Palouse but is 0.19 FTE Garfield elementary. The other is paid by Garfield but is 0.06 FTE Palouse elementary, and so the formula is based out of that. Ag is similar in that respect. It is based on need, kind of what Brett was saying.

Jessica Smith: We have all had some good discussion time here. I am going to give it just a minute and I would like to open this up to our community to hear from them. So, final comments from the board before we take a couple minutes break and see what our community thinks?

Jessie Twigg-Harris: I have actually a simple suggestion. What if instead of all the modifications on the right we went with everything that is currently on the left except change the word coop employee or somehow clarified that to say coop/shared/cost-shared employee to more adequately describe or identify those employees who are cost-shared or whatever. Is there a way we can simply clarify the language in #2 and leave everything else? That is my suggestion rather than going to a modification which feels like changes far more things.

Ryan Pfaff: That would be hard to do that, to clarify which employee is here, back and forth, because you have one that works half-time in Palouse, like the music person, then you have somebody solely employed by Garfield, paid by Garfield, that works entirely in Palouse.

Jessie Twigg-Harris: That seems like that would include any and all of those people and would fall in the middle zone and I am wondering if we can clarify the way that it describes those employees so that we are including all those people and then just leaving it as is. That is what I am just asking. Seems that more accurately matches what we are currently doing in our current situation then what is on the right, which as far as I am concerned rearranges things.

Justin Honcoop: What are the total number of staff members that are in this consideration as shared?

Mike Jones: How deep are you going? Are you talking music specifically, talking AG specifically, they are shared.

Justin Honcoop: I think specifically in this sense, shared employees that teach students from both districts in the cooperative programs?

Brett Agenbroad: That would be the entire middle school and the entire high school faculty.

Ryan Pfaff: Transportation and coaches.

Mike Jones: Basically 6-12.

Jessica Smith: Are we stable for a moment? I have been seeing hands.

Scott Cocking: As a business owner, I guess some definitions really need to be defined up there. Mike, since I know you Mike, I am going to throw some questions at you. If a shared person is hired by you and is working in Garfield, and that person is completely paid by Palouse, so if Garfield refuses to pay his salary you still have to pay that person's salary, right? That is a shared person.

Mike Jones: You lost me.

Scot Cocking: It is just like if I go buy a part, they bill me. So, you are paying that salary, that shared person's salary solely. So then realistically you are billing Garfield for that person's time in Garfield.

Mike Jones: Yes, at the end it is cost-shared off as percentage X, whatever you spent there, however the formula works.

Scot Cocking: But that doesn't matter. So, you are really sending a bill there and they are sending a bill to you, and you are paying it no matter what.

Mike Jones: Yes, potentially, and that is what Brett and I have talked about back and forth.

Scot Cocking: If you have a cooperative person, from my definition of that, means that you are writing a check to that person and Garfield is writing a check to that person. So, you guys to me what you are trying to do is kind of categorizing those two groups together which you can't. In my opinion, you need to make a definition up there so when you are hiring a person you can say this is a shared person or this is a cooperative person, and by having it in there, whenever you do hire a cooperative person in there, you can use that definition of how you pay for it.

Jens Hegg: There has been a lot of talk about the negative side if there is a grievance but looking at that I can't imagine if you cut out all of those pieces on the left, how would that even work to hire someone in Garfield who works mostly in Palouse. How would you ever go about doing that because there is no process. Clearly you would have to have input from both boards to start that program, and to decide that you are going to hire one person in Garfield and does it make any sense then to say then that regardless of where it is that one board gets to decide who that person is and the other doesn't get to have input in that last piece after you have gone through everything that it would take to make that financial arrangement

work because you are putting one in one school, but they are working in another. There are all these ways that in the future you could want to arrange it with the cost-share, but if you don't have a way to formalize that both boards get a say in how that is going to work, I am not sure how you would do that and I feel that the grievance thing is sort of a tangent, because grievances are dealt with through the union, that is not a board thing until somebody has to get sued. So, thinking of it in terms of the positive future side of what do we want to be doing in the future and are we losing something by saying we are not going to talk about it, we are only going to hire people in our district, that starts to degrade those shared employees. There are a lot of shared employees that will never be shared if you are only using the language on the right. That is how I see it anyway.

Jessica Smith: Matt did you want to comment?

Matt Bofenkamp: I am writing this down; I don't mind if we take public comment, but I think based on those two comments I have a solution that I would like to put out.

Jessica Smith: We have another gentleman who had his hand up.

Phil Weagraff: Maybe for the benefit of some other people, what position has been hired in Garfield that works mostly in Palouse, or vice versa?

Brett Agenbroad: The Ag position.

Phil Weagraff: Okay, the Ag teacher was hired by Garfield?

Jessica Smith: Hired by Palouse.

Brett Agenbroad: Wasn't it just for grant purposes Mike? They are our employee, but they are never on our campus because they are serving Garfield high school students and Palouse high school students, so that is historically how it was justified and that that employee was kind of gifted to the high school as our contribution to serving our students and your students, and then it opens grant opportunities. Again, I have limited experience on this particular employee but that is my understanding.

Mike Jones: And that is what we talked about before, and Tim Coles I know you are back there so you can chime in. So, several years ago the Ag teacher was primarily out of Palouse and family and consumer science teacher was paid out of Garfield. About eight years ago, when Calvin Johnson came in, the family consumer science teacher left in which case that is when our 2nd Ag teacher moved into that position at a 0.7. In the last few years that actually has changed who is where as far as locations. And so the one that was hired this year and one hired previous, we had committees from both communities because they services both schools. They service both sets of students.

Brett Agenbroad: Have we answered the question on why Garfield pays 100% of the salary and they are over here. Is that because it is our contribution?

Mike Jones: But they don't pay 100% of the salary. The salary comes out of Garfield and then it is cost-shared at the end, whether that is a 0.7 or a 1.0. But they are technically on the Garfield books and the reason that they are technically on the Garfield books is for the CTE purposes, so the Perkins and some of those that we can access potentially.

Wil Edwards: This question is just for Brett. You are talking about independent contractors and there is a train of thought here, and I am just trying to understand this, you would have music do an independent contractor in your ideal world is that right?

Brett Agenbroad: No, the term independent contractor was a verbiage that I was using with Mike as he was trying to educate me on who a coop employee was, and I was trying to explain to him what I saw the reality of budgets having individuals in them that work that are shared. I don't want to independently contract anyone, but I was just trying to say to Mike that from my perspective coming into this you have a longstanding, you have been kind of been raised in this tradition of coop employee, but I am just coming in from a business sense that says these are not really joint or dual employees, they are individual employees

per district that we share, and so the whole term of independent contractor was just trying to clarify what I was seeing coming into what Mike was trying to explain to me as a coop employee. That is all that was, it doesn't mean I want to subcontract anybody, it was just my view of how we are sharing. In essence, if we are two independent businesses that agree to cooperate, then again, I have expertise and resources I don't need at all times so I share them with you, and you have expertise and resources you don't need at all times, you share them with me, and we balance that differential in salaries between the two individuals or maybe it is just a complete wash. So, don't get stuck on independent contractor, that was literally Mike and I trying to explain his perspective of what is happening here and my view coming in, not having been long years of experience in talking what a cooperative employee is. I am just coming in as a businessperson saying, "Well, these are district employees at Garfield, district employees in Palouse, we are sharing them, we are settling any financial differences at the end of the year, so it was just discussion, just a term for he and I to discuss."

Tracy Sievers: I think it is important to recognize that there are employees who are hired by Palouse, paid by Garfield, never go to Garfield for anything. This is really confusing for me as one of those employees because I work for the high school, I drive students who are playing sports for the high school, but I am paid by Brett. But if I had an issue I am going to go to Mike because that is where I work. So this language is incredibly confusing for staff.

John Schaut: This is a Brett and Mike question. Who does the hiring? So, none of the board members do any of the hiring?

Brett Agenbroad: They ratify our recommendations.

John Schaut: Who does the hiring, who has the last call.

Brett Agenbroad: I offer a contract to a perspective Garfield employee, and I bring it to the board for ratification. Mike offers a contract to a perspective Palouse employee and brings it to his board for ratification.

John Schaut: So, the bottom line is, this verbiage is exactly it, it is just wordsmithing. You guys need to either figure out simplification of this wordsmithing to make it easy for you to understand and for them to agree on so that you can all cooperate and agree on how you are going to move forward, because none of you are moving forward right now. The hiring and firing has to do with them, but you guys have gone on for over an hour on just wording, wording on what is in this contract. You need to get together on simplifying this or you are not going to go anywhere because you are going to disagree, and you continually disagreed for over an hour. You guys need to figure out smaller words that makes it simpler for you to understand and for the employees. It is the same as my contract, we just negotiated our contract, and we spent hours negotiating smaller words to make it more understanding for the employees as well as the contractors. So, you guys need to come to terms with that as far as how you are going to word it, because otherwise you are never going to agree. The wording itself is simple, but you guys need to either figure out how you can make it simple for the employees as well as yourselves, or you're not going to move forward, and this benefits nobody. It doesn't benefit the students, employees, and it definitely doesn't benefit Brett or Mike. So, I just wanted to know who had the final say on hiring and firing and who comes up with the committees when you are doing the hiring.

Mike Jones: Brett and I.

John Schaut: Okay, so you guys just need to figure out your wording.

Phil Weagraff: Being a middle school teacher I have always considered myself as working for the constituents in Garfield and working for the constituents of Palouse. I am not suggesting that you want to do away with the collaborative process of hiring, and maybe you can clarify that. Is there still a collaboration of the process for hiring a middle school teacher and hiring a high school teacher, because I serve both communities and I take that very seriously and I value the input of both communities when I was hired initially to teach language arts and when I was rehired to teach science, not being hired but I had to go through the whole interview process again and I valued that. Having been an administrator myself in another field, there were times I made decisions which I thought, 'man I wish had known that

before I made my decision’, and I could have known that if I looked through one more lens. You guys provide different lenses for a decision, and I realize we can’t look through every single lens for every single decision we make, but the more lenses available to look through to make a good decision to me is better. Again, I am not suggesting you want to do away with that particular process, but I wasn’t sure, and so that is why I just want to mention it.

Scot Cocking: So again, that is pretty what I was going to say. I have been on hiring committees for the schools and both Palouse people and Garfield people have been there when the hiring committee has always been there. I guess I look at that as saying that is your cooperative agreeing because you are finding people in your community, and they are finding people in their community to interview those people even though they are going to be hired out of Palouse or Garfield. But that is the cooperative part of that whole thing, finding a person that is going to fill that position, even though they are being paid out of one or the other.

Sarah Bofenkamp: I was just going to circle back on the points made by John Schaut, that the language is simple maybe not exactly, but clear needs to be what it is striving for. If you have to send an email to explain or provide context for the language that you have provided in a product, then the product isn’t doing its job. It is not good enough. It needs to be expanded or simplified, or whatever. So, whatever you land upon compromise is good but don’t be landing on a product that isn’t going to serve posterity. Like it needs to be understood when you all leave your post, it must be clear enough and good enough for people to pick up where you left off. I don’t think either of these are doing that right now. Nothing proposed, amended, whatever, it is not working.

Jessie Twigg-Harris: I would just like to revisit the idea of clarifying the actual description of the employee in #2. If we change the language describing that employee as a coop employee, or a shared employee, or any employee that works at both sites, or is employed by one and works at another, if clarifying that language would solve the problem and then we can move on. To me that is the only ambiguity on the right side.

Matt Bofenkamp: I think we are on the same page. Can I take a stab at clarifying that? It is up to you Jess.

Jessica Smith: Okay, go for it Matt.

Matt Bofenkamp: So, we talked about cooperative employees and shared employees. We don’t have by that definition up there, cooperative employees, and that is what ESD and the superintendents acknowledge that. We don’t have any employees that are getting a paycheck from both districts. So, shared employees, taking from what we have up there, shared employees’ definition here, and we can work on this, ‘employees that have a cost-sharing agreement with the districts will be discussed and voted on at the joint meeting. That covers shared employees. So, the question about my position in the district, regarding ‘where do I fall’, I think we helped context that. Also, up there on the right, F-1, I think it is a very good discussion, ‘so I work in this building but my paycheck comes from the other building’, exactly like the lady said, obviously if you have an issue you are going to go to the person who is your manager in that building, who is the superintendent. So, for clarity, we could change F-1 to say, ‘Each district will maintain responsibility and authority in all matters relating to the staff that resides in their district. That makes it very clear to the superintendents and the staff. All I am trying to do here is clarify that exact point. So, for our superintendents, when they have employees that work in their school the expectation will be, when that employee has an issue, they go to the person who is managing them. Whatever word we want to use to bind that I am just trying to clarify that. And then, we bind the shared employee, question there, from a cooperative standpoint, when we have shared employees we agree to work on this together. I still think it would be a good idea. I still think it would be a good idea because we are going to have employees that are not shared, they are not cost-shared between the districts, but they are a middle school teacher, they are a high school teacher, I think we do what the status quo has always been. Our superintendents have always put together a hiring committee, people that come together from both communities, both boards, give their recommendations to the superintendent which then makes those recommendations to the board. We can put that in here too. There is the cooperative piece for how we hire people. So, with those three, modifying F-1 to make sure we set that situation straight – if an employee works in this building where is their chain of command – and then putting in another section to define

what a shared employee is - employees that have a cost-sharing agreement with the district – we get that in there, and also hiring committee.

Heidi Evans: I actually got some language that I am willing to propose based off of all that feedback.

Jessica Smith: Are you actually making a motion?

Heidi Evans: I guess this is just to discuss, but if we want a motion, I would be happy to put that on a motion. I am sure it is going to get some pushback here, but I don't think anything on the right is appropriate for our agreement especially when you take a look at the teachers, like the union agreements, how we have just heard from all the superintendents on how matters basically get handled if an issue comes up. What I think makes a lot of sense, and maybe I will just move at this point.

AMENDED MOTION #1: Heidi Evans moved that we adopt, with modifications here, F, on the left-hand side, 1 in its entirety, I would move to strike 2 in its entirety as I feel it is just redundant with 3, and 3 I would basically make the modification to read “single district employees who teach from both school districts – perhaps in parenthesis then (middle, high school and cost-shared employees) – will be discussed at the joint board meeting and individual votes will be taken by both boards. Seconded by Jessie Twigg-Harris. (below)

Heidi Evans: It is simple, it is concise, it outlines what exactly is a shared employee. I think everyone has made it very apparent that yes, we want to be involved. You know, Palouse wants to be involved in the hiring of like the middle school and I am sure that Garfield is going to want to be involved in the hiring of high schoolers because at the end of the day those are the teachers teaching the staff as well, and then of course the cost-shared employees we just all have that financial vested stake in it.

Jessica Smith: I have a motion on the board to approve F1, to remove F2, and to modify F3 to highlight middle, high and cost-shared staff members. Do you still intend to leave this as hiring or are you wanting to broaden it as, I think Matt was commenting, to be chain of command, that type of thing?

Heidi Evans: I think we should leave it strictly to hiring. The unfortunate reality is that our agreement is not quite so cut and dry as like their union agreements. Three parties are in this contract, not the usual two. That is what makes things really challenging when you look at a coop and why historically when you do look historically, they don't have the best track record because it is difficult to get everyone to cooperate. I think this clearly outlines it, it leaves the CBA to do its thing should a grievance or what not come up, it is a kind of mucky area when you start talking about who has responsibility and at the end of the day, I would just assume we leave that off and handle that as each matter comes up.

Jessica Smith: It has been moved, is there a second to this? Seconded by Jessie Twigg-Harris.

BOARD DISCUSSION:

Matt Bofenkamp: I actually think this is good. I think this takes out of a section that doesn't make a lot of sense and that is what we have been talking about. From the hiring perspective I think it accomplishes the same thing. For example, all of our coaching positions that we hire those will be done cooperatively through the joint board, so it really fits there.

Sean Neal: Are our superintendent's cost-shared employees?

Mike Jones: No, they are not.

Heidi Evans: I think administration is covered under the single district employee.

COMMUNITY DISCUSSION:

Sara Bofenkamp: I would like to say that I support this motion. I think that it covers a lot of the concerns that I have heard.

Chris Bofenkamp: I think support this. I think it addresses a whole lot of things about it being confusing, it streamlines it, I think that is good. I did have one question, the committees for hiring; did you include that in there as well? I know it was the joint board members that will discuss it, but is there anything about committees with community member from both communities when someone is getting hired? I think that is an important piece.

Kasey Kampster: Maybe not so much in Palouse but I know that for the past 3-5 year in Garfield there have not been hiring committees other than in-house hiring committee, or maybe one school board member being invited. Often time's staff wouldn't even know that jobs were being interviewed for. So I do know that community members and staff members would like to see something in writing. We were going to negotiate it and decided not to. We would like to see something in writing that says, "For middle school and high school we should have community members and board members from both districts and even teachers from both districts, and that for elementary staff there should be community members invited."

Jessica Smith: I don't think we have that anywhere in our current language.

Justin Honcoop: Can we just adopt that as policy?

Matt Bofenkamp: Do we have an existing policy that we can even use or modify.

Mike Jones: Let me do some research, I believe there is an existing policy much like hiring and curriculum, there is some language.

Jessica Smith: I agree that it needs to be there, if it is not we will get it there one way or another.

Tim Coles: So are we saying that single district employees who teach students from both districts and proper programs will be discussed at the joint board meeting and then individual votes will be taken by both boards, which means that both boards must agree on an individual that was put forward? Is that right? (Yes) And you have to have at least three from both? (Yes) What if you only have one candidate? Do you need to have this or do you leave that to superintendents to deal with it so you don't have to go through a bunch of rigmarole with two different boards right off the bat.

Matt Bofenkamp: I think in the bounds of this I guess what I would expect as a board member, is that the superintendents are still doing the hiring process Tim, so if they only have one candidate and they feel that that candidate is qualified, they are still going to make the recommendation to the board to hire this person.

Tim Coles: Would you then invite some folks from both towns?

Matt Bofenkamp: That is what we are talking about with the policy piece. We will make sure that the existing policy is updated or matches the fact that when we are hiring a shared employee, or an employee that teaches in the middle school or high school, that that hiring process includes that cooperation from both communities from both boards. I haven't looked at the existing policy, which is not to say that we weren't following that policy for the last couple of years. We need to look at it.

Kasey Kampster: I have interviewed twice, I have been hired twice, and both those times I had teachers and parents and board members from both communities at my interviews in Garfield, but I know that that has not been happening the past few years in Garfield.

Matt Bofenkamp: Again, we will take that as a side note and we will run that in.

Kasey Kampster: Are we talking about keeping on the right F2?

Sean Neal: We are ignoring the right side. On clarification that I have, I don't want to make an amendment with an amendment...so we clarified that our superintendents are not shared employees. However, if we have a superintendent that is teaching a class they would then potentially fall into that group. So, what I would like to see us potentially add is just verbiage that says "excluding the superintendent/principal position."

Matt Bofenkamp: “Excluding administrative personnel.”

Jessie Twigg-Harris: Why wouldn't we go the opposite way?

Sean Neal: So, given history, and what happened in the last 20 years and when there was that contentious time, were we went from one superintendent, so I think it is important that each district retains the ability to hire and do their own administration. Now if at some point in the future both boards are at a point they want to come together and say, 'hey let's revisit the joint superintendent thing', I think that is well within the rights to do so. But I think that it is important that the right remains at the individual board level for hiring of their own superintendent.

Jessica Smith: I have a question to the folks, maybe the gentleman who has been here longer, have we had a superintendent teaching?

Mike Jones: I think Brett and I are both teaching right now.

Jessie Twigg-Harris: I am just going to speak up here and say that given what our communities have asked us to do I am always going to lean towards cooperative and not towards separation, especially when it comes to anything that is in a gray area. So, I would actually lean the opposite way.

Sean Neal: I would say that compromises are give and take. So, we had proposed everything on the right which now we are saying, 'okay it sounds like we have got some good middle grounds on the left', so then the other compromise is just adding these other words in.

Anna Zook: Can I just clarify then, so what you are saying is, as far as administration – superintendents and principals – in your own districts, the people who have middle schoolers in Garfield do not have any representation on the board as far as who that school board hires.

Sean Neal: Not the board, they would potentially through this policy that we are going to look at as relates to the hiring committee who would then make the recommendation.

Anna Zook: But honestly, it if just the hiring committee that is going to give you like their suggestions is that going to happen?

Sean Neal: I think there is a ton of weight on that recommendation. You can't say that it is binding, absolutely not, as Tim said earlier there have been recommendations that have been made in the past and the board goes the other way, so the board has to retain the ability to do so. To me, there is a heavy weight that is placed upon that recommendation.

Jessie Twigg-Harris: But if it is not binding then how is it representation.

Sean Neal: They have a voice; they have an opportunity to say....

Jessie Twigg-Harris: They get a suggestion; they don't get a vote.

Justin Honcoop: But then the board also votes. Given the history I think it protects both boards.

Anna Zook: But it doesn't protect the constituents or the parents that have the kids in the schools.

Sean Neal: It is give and take on both sides because it can be the same case the other way.

Anna Zook: Sure, and I am asking like when Palouse hires a new principal and superintendent are you guys going to be okay with not having a say or a vote.

Sean Neal: Absolutely.

Tracy Sievers: I have two students at the middle school, I am a Palouse parent. I have no representation on the hiring of people in the Garfield School even though I have two students bringing their federal dollars to your building.

Jessie Smith: I am going to ask that if you want to talk, please stick a hand up please. I am going to try and keep order.

Tim Sievers: I hesitate to say anything, but just that I think that as we move forward as a small community, a small school district, really the answers are not going to be in finding ways to be more individual but ways to be working together more. That is the way the small communities like Palouse and Garfield and small organizations survive is by working together. I really see the future as what can we do to be more cooperative as opposed to even like how do we get to where this represents where we are today. I am not sure that should be the goal, I think the goal should be what makes us better than where we are today and what makes us better than what we were before, and really working together finding more ways to be inner connected is going to be how we survive the difficulties that we face as small communities, nothing about the policy, just more about working together and being more cooperative is really the way forward.

Sara Bofenkamp: I think the administration should be categorized under single district employees who teach in both districts.

Tim Coles: Until this board decides to have a single superintendent, which I would support, I think that you have to give some autonomy to the boards that are responsible to the community – both communities. There is nothing wrong with having your committees come together and interviewing and being a part of the interview process, but when it comes down to it, until you decide as a board to have a superintendent and two principals, you are still going to have to answer to both. And so you are right, the more cooperation we get the better, but the way to really cooperate is to have one superintendent and two principals. But if you are not going to do that, then it still has to be just like if you are hiring from Palouse and you can have your committee and you can say your say, and you can say I really believe this is the guy for it, and we would like to hire him, and then it goes to Mike Jones and he says, which I have done myself, I went against the committee because I really felt that this other guy was a superstar and I was right. I think the more you guys cooperate in that way and show that you actually listened to each other instead of coming in and going grr..., I think the more you are going to come to the conclusion that maybe you want to go with the one or maybe you work so well together you decide you don't have to.

Jessica Smith: I think that was proposed two years ago.

Tim Coles: But you have to be in position where both boards believe in each other and that they know you are listening.

Jessica Smith: That is not on the table at the moment. I am going to drag us back to where we were.

Chris Bofenkamp: I just have one thing to say about the superintendent/principals being under the district employee. Those folks they do work with students, if there are disciplinary issues or assemblies, they really do try as busy as they are to get out and be around students as much as they can and they do have a powerful influence with kids. I do feel like they work with kids from both towns. So, I do feel like they fall under that umbrella of education, and I feel that is where they should be.

Jessica Smith: I am hearing stuff on both sides; I want to move something along tonight. Would the two boards accept this if we pull our superintendents and our principals out; we discuss this without those two in there with the comment that we will come back and hash-out superintendents/principals, whether it is later tonight or something. Can we pull those out and agree about the bulk.

Justin Honcoop: In regard to F3?

Jessica Smith: Basically, I would take other administration under F1 and I would just literally pull it out as its own section TBD. I think it is a discussion we need to have as whether or not administrator fits in Box 1 or Box 3. That seems to be the dissent here. I am suggesting that we pull them out of the boxes altogether, we get everybody else covered, and then we can come back to the administration.

Sean Neal: What about if we did in both of those bullets and just call it out explicitly and say ‘excluding administration’ because then we would have a third bullet that would specifically deal with administration. Because what you are saying is we table administration and then we address it separately so that we can get these two bullet points passed. So, I am just saying to make it abundantly clear that administration is not in F1 and it is not in F3, it will be in a future F#.

Jessica Smith: So, when do we address that? Do we address that tonight or do we address that later?

Sean Neal: Good question.

Jessie Twigg-Harris: I have an alternate suggestion that maybe could accomplish the same thing. If we were to move forward with this motion, returning to the idea that the policy must reflect hiring committees that have representatives from both communities, would that be enough for now? We will in theory be revising this cooperative agreement all of the time, so could that be enough for now and then we come back to that, or do we feel like it is not the right stopgap.

Heidi Evans: I think I heard very loud and clear that the constituents do want the superintendent covered under F3. That was just my interpretation of the comments.

Justin Honcoop: But I would say the same with the Garfield community member that spoke up was clear and loud that they need to be separate.

Matt Bofenkamp: My position as an individual board member, administration needs to be excluded from F1 and F3. That has been the status quo for the last 20 years, at least in the short-term with Brett and Mike in our current superintendent arrangement for the next three years that is the way it is going to be. Now the comment got made, that at some point in the future maybe these boards come together, and we go, “okay, look we have done this for this amount of time and maybe this is the better route to go”, but for right now it is important to me as a board member that administration is separate.

Jessie Twigg-Harris: For the sake of moving forward, is there an amendment to this motion that someone could suggest so that we could understand what we are talking about?

Matt Bofenkamp: I would amend the motion for Section F3 to say “excluding district administration”.

Heidi Evans: Well currently other administration is covered in F1, so if that is the status quo, then why move forward with the status quo, we should just move forward with it as presented.

Sean Neal: I think the distinction though is that you have an administrator who is teaching.

Matt Bofenkamp: I think F3 just needs to say excluding administration. And as a board we are ratifying individual sections and we still have to get to the end of this and ratify the whole document to, which means that in the meantime, let’s say we pass this and we move it forward, if a board member and individual board has an issue going “I don’t know about this”, we don’t want to but we can still bring it up for discussion at the next meeting.

Heidi Evans: That is bargaining in bad faith though. Like we have ratified sections...

Matt Bofenkamp: That wouldn’t be the plan at all, but at least for right now moving this forward that is what I am comfortable with – is saying “excluding administration”.

Jessica Smith: Are you making the motion to amend to F3, are you amending the amendment? Do I need to get a second?

AMENDED MOTION #2: Matt Bofenkamp moved to amend F3 as presented in the original motion to say, “excluding district administration,” seconded by Sean Neal.

Jessica Smith: Discussion about excluding the amendment to the amendment to exclude administrators from single district employees who teach students from both districts in cooperative programs will be discussed...

BOARD DISCUSSION:

Justin Honcoop: With that wording I would be good with F1 and F3.

Andi Edwards: I am not super stoked about it but I think it works for now.

Shealyn Holbrook: Are we going to create a #3 for Administration specifically?

Jessica Smith: No, the modification would be that this section F3 would have a modification at the end of it that says, “the single district employees who teach students from both districts in cooperative programs, excluding administration, will be discussed at the joint board meetings.”

Andi Edwards: And this is assuming that we are going to revisit that policy that we were discussing.

Matt Bofenkamp: Yes, we will, and if we want to, we will make sure it is on new business for the next meeting. We will need to add reviewing policy, hiring policies to the new business for the joint meeting.

COMMUNITY COMMENT:

Chris Bofenkamp: I will still reiterate that superintendent/principals work with parents and students of the middle school and high school for both communities and I personally feel kind of uncomfortable not having that representation there when that person is working with kids from both towns.

Anna Zook: I would like some trust to be built here and know that if we walk away from here one of the boards isn't just going to go and make a decision on their own with no ramifications to that, they can just do it, and right now I don't buy it at all.

Tim Coles: Don't buy what?

Anna Zook: I don't buy that they are not going to have their own special meeting and decide whatever they want to do and there is nothing that can be done about it.

Tim Coles: They have done nothing tonight but cooperate.

Anna Zook: Tonight sure, but you and I were in that meeting in February.

Jessica Smith: Folks, if you want to have private conversations, we will encourage that, but let's keep this focused here and I believe the gentleman in orange had his hand up.

John Schaut: I think it is in the best interest to move forward and amendments can be added at any time in any contract. That is not something that is binding. So, just in the interest of moving forward I think it would be in your best interest. I would agree that it is a good compromise.

Jessica Smith: Andi I heard a request from that we add that immediately to new business for next month.

Andi Edwards: I would just like to go through that policy that we were discussing.

Jessie Twigg-Harris: Specifically, a policy addresses the hiring committees, is that what we are talking about? I agree with that.

MOTION ON THE AMENDMENT #2: We are currently voting on the “excluding administration” phrase. The motion passed with the following roll-call vote.

Sean Neal – Aye	Jessica Smith – Abstain
Ryan Pfaff – Aye	Andi Edwards – Aye
Matt Bofenkamp – Aye	Heidi Evans – Aye
Justin Honcoop – Aye	Shealyn Holbrook – Aye
	Jessie Twigg-Harris – No

MOTION ON THE AMENDMENT #1: We are voting to accept Section F1 fully. We are removing the current Section F2. We have modified Section F3 so that we are discussing the middle, high and cost-shared staff here, and excluding administrators. The motion passed with the following roll-call votes:

Sean Neal – Aye	Jessica Smith – Aye
Ryan Pfaff – Aye	Andi Edwards – Aye
Matt Bofenkamp – Aye	Heidi Evans – Aye
Justin Honcoop – Aye	Shealyn Holbrook – Aye
	Jessie Twigg-Harris – Aye

Jessica Smith: Okay, Section 6. I have a couple of questions that I would ask going into this. With regards to the definitions, you have used a couple of terms in here Matt that I just want to make sure that I fully understand.

Justin Honcoop: I would like Matt to read his email or the explanation of where the edits came from.

Matt Bofenkamp: So my context to the edits proposed by the Garfield Board for Section 6, ‘You will see numerous changes to several different areas in the section cooperative matters as can be seen in the other cooperative agreements should be bound by educational and extracurricular activities’. Just to clarify that, so that is kind of talking about cooperative matters Section 2. There was a specific comment about the striking of health and safety. I want there to be a clear understanding that it wasn’t done nefariously. That was a recommendation by the lawyer who represents these other Whitman County Districts to bring the wording in alignment with what those other districts say. The purpose was for simplification, there wasn’t anything nefarious about that. All of those strikes there were not something that we came up with as a board; it is what was recommended by legal counsel.

Jessica Twigg-Harris: To be fair, that is not our shared legal counsel, that was a legal counsel that you guys consulted independently.

Matt Bofenkamp: That is correct. Rockie Hanson who presents other cooperatives. So, I just wanted to make the above clear of why that section was stricken. There needs to be clear clarification on what boards need to do when either there is an actual dispute or whether a matter is cooperative. It should require an individual board vote to trigger the dispute resolution in Section 7. So, really what we are trying to do here is that with the way it was written we looked at it and we questioned on how do we get to the dispute resolution section; if it is not clearly defined do we get there by simply one out of the ten board members saying, “I think this is a dispute” and then we go there, which could really muddy the waters. You could essentially end up in dispute resolution over every single thing. So, to try and bound that, like we vote on everything else, in Section 7, should require an individual board vote to trigger that section. We got into an instance where a single dissenting board member can push us into dispute resolution. This also protects boards as there may be cases where a joint board vote fails but neither board are really interested in pushing it to dispute resolution. So again, let’s say there is a joint matter that comes before the board, the board votes and the voting is different. That may just be it, or maybe either board goes, ‘we tried, we did that, but we don’t really need to go to dispute resolution because we are going to let it die there at the joint board. I wanted to make sure we define that just because we have a joint board vote, and it doesn’t pass the joint board, that it doesn’t throw us into dispute resolution. I think what we want is that if either board says, “No, this is important to me”, we need to get into the section that requires that board to vote (an individual board) on a normal majority, so it would require three votes to initiate the dispute resolution section. Are there any questions about either of those two? And that really is Section 6E and 6F.

Jessie Twigg-Harris: In Section 7, under dispute resolution, which I would understand would be the most appropriate place for stuff about dispute resolution, it says – and this is something we have already passed.

Matt Bofenkamp: I had something to add to that. So, I think the section you are getting to is Section 6G that we recommended for add-in. The sticking point for the Garfield Board is that the law governing school board authority must be followed and recognized. We should have mutual respect for our community elected boards to govern their facilities. This fact is confirmed by legal counsel that boards can act in the best interest of their building. When the cooperative was formed many years ago, it was formed to allow both communities to realize the financial benefit of a cooperative which directly impacts opportunities for children's education while maintaining independence of both school districts. We should not be confusing independence with any sort of separation. We are still a cooperative but our boards in a cooperative are independent in a sense that our communities elect us. It makes it very clear in this cooperative revision that the boards will make every effort to resolve the dispute and work on matters that are cooperative in nature. The same argument here applies, as noted above, when it comes from ESD and the State meaning of cooperative. It is imperative that our document leaves enough ambiguity or clearly states that we are operating an independent school district so that our funding model cannot be brought into question. If it is viewed that every matter in the building could be cooperative, then we are no longer operating in a cooperative but rather a combined district. So, just to get through this, Section 6E and 6F, are there question on either of those two because that really just gets down to how do we get to Section 7.

Jessie Twigg-Harris: We already ratified Section 6F, is that correct?

Matt Bofenkamp: We did not ratify any of Section 6.

Heidi Evans: At the last board meeting we did ratify 6F that says that if the school boards disagree about whether cooperative matters, neither board will act on the matter and the status quo will remain in effect until the procedure described in the dispute resolution section agreement is followed.

Jessie Twigg-Harris: Both 6A and 6F are both ratified. It is 6B, 6C, 6D and 6E that are up for discussion.

Jessica Smith: I have that 6F was approved.

Matt Bofenkamp: Okay, then that is my error, and I must have overlooked that when I was going through that.

Heidi Evans: I like what your attempt is. I think I understand what you are saying here, but I think both boards should just understand that if we begin initiating that dispute resolution, we are already heading down that road towards....

Matt Bofenkamp: I think what I was trying to do, and that was an overlook on my part for Section F, if we simply moved that wording that was added in Section up to E, all I am trying to get at with those Sections is, 'this is how we get to Section 7', and there was a comment made by people coming in after us this needs to be clear and I think we should make it clear as a board that getting into a dispute resolution requires us to do a lot, it is kind of a big deal. So, I think it should be clear on exactly how we get there, because if we simply have a cooperative matter and it comes up to a joint board vote, and one board votes to approve it and the other board votes the other way, and it fails, then at that point we shouldn't just have to go to dispute resolution because the board that brought it up may not feel that it is of importance enough to do that. We may just say, "okay, maybe we just need to talk about this more." We don't necessarily need to go into dispute resolution, let's just talk about it.

Jessica Smith: I am kind of seeing it from a different perspective. I don't see us necessarily bouncing immediately to dispute resolution. I don't know if it needs a vote, but Step 1, Dispute Resolution, says, 'the chair or delegate from Garfield and Palouse will attempt to resolve the disagreement by communicating with each other'. If we have a dispute resolution Sean and I will get together and we both say "hey, this really isn't that big of an issue" – dispute resolved.

Matt Bofenkamp: Okay, so you are saying we don't need to have the board votes to go to dispute. If we have a joint board vote and that vote fails then Section 7 requires the board chairs to talk to say, "Do we want to move into dispute resolution?"

Heidi Evans: That is the way I interpret it. I remember in our conversation that the dispute resolution was very important that that process was expedited for both parties, so I would be worried if we started throwing in needing votes, that is just going to kick the can down the road.

Matt Bofenkamp: I am fine with that. I was thinking more of it as "how do we make it clear to guide future boards", but if that is what we understand, that anytime there is a joint board vote that fails, that the board chairs....

Jessica Smith: That is not a dispute either though, it is just a failure.

Matt Bofenkamp: But that is what I am saying, do we need to have wording to make sure we differentiate that because I mean we have a vote that fails, we don't want you guys to start going through a bunch of work that is not necessary.

Andi Edwards: But Section F is not really talking about what happens if a vote fails, it is talking about whether or not someone thinks the matter is a cooperative matter.

Matt Bofenkamp: And I will say that I made the mistake on Section F as we already approved that in the last meeting, so consider that source....

Andi Edwards: But if a vote fails it fails, it is just done.

Jessie Twigg-Harris: I think we have already ratified 6F and all of Section 7, and I feel like since that is all new stuff and we intentionally did that, I am comfortable with it where it is. I think that it gives a lot of wiggle room on a lot of ways that we can resolve something before it automatically goes there, that is my understanding of it. We have already approved it; I would like to ask us to go back to the top of cooperative matters to Section 6B and start moving down through the list because given that we actually have already ratified this, I think that maybe we need to deal with the things that we still haven't done yet. That would be my suggestion.

Jessica Smith: When I am discussing the coop, to me that is every one of us on the boards all the way down to our janitors. Anybody who is working with joint staff, with joint students, so I am not sure why did you add in "cooperative matters are 'board level' matters." Cooperative matters are all of us level matters.

Matt Bofenkamp: That was a legal counsel addition based on wording from other cooperative agreements.

Jessie Twigg-Harris: Again, though, this is legal counsel that was sought outside of the legal counsel that we do together, so as far as I am concerned if we are going to make a change based on legal counsel then the legal counsel should be the legal counsel that we use together, and we should both be at the table for that.

Matt Bofenkamp: But we are allowed to go seek legal counsel at any time.

Jessie Twigg-Harris: Oh absolutely.

Matt Bofenkamp: That is not an issue. This is the advice that we got from a legal counsel.

Jessie Twigg-Harris: Can you define 'board level' matters there in that context?

Matt Bofenkamp: I can't off the top of my head.

Jessie Twigg-Harris: So, I have a problem with changing it to something that a) we can't define, and b) we have not had any legal advice on. I would like to return the conversation of leaving 6B as it was, 'cooperative matters are matters that affect the educational and extracurricular programming for the middle school and the high school, that affect the health and safety of students attending the middle school and the high school, that financially affect both Garfield and Palouse, that could have legal ramifications for both Garfield and Palouse, that involve joint employees, and that involve any other program jointly operated by both Garfield and Palouse.'

Jessica Smith: Is that a motion?

MOTION: Jessie Twigg-Harris moved to ratify Section 6B, seconded by Andi Edwards.

BOARD DISCUSSION: None.

COMMUNITY DISCUSSION:

Tim Sievers: I would just say that I love that they have gotten additional legal counsel, and I have talked to lawyers enough lately that you will get different opinions. I think you should bring in your joint lawyer, have a conversation with them together, and bring in another guy, and if there is concern about it you should talk about it together though because there are other opinions. So, just don't be afraid of that. If they think this is a legit lawyer to look into as they represent some other cooperatives then maybe it is worth taking a breath, having them come in and share from their perspective, what could it hurt. I just wanted to throw that out there.

Jessica Twigg-Harris: I would like to respond to that, I absolutely agree that the more opinions, the more legal counsel, the more things the better. We have a deadline of next meeting for this to be done and the language that I have moved that we use came from the lawyer that we have consulted in this process already. It is not beyond revision, these will all be revised probably 400 more times eventually. So, I hear you and my suggestion is that we move forward with this and that we continue to consider this a live document. As far as I am concerned, this is a live document, and it will continue to be on the table at all times. So, that is kind of where I am coming from.

Matt Bofenkamp: But we just got told that it would be "bad faith" negotiation if we agree on this and that we shouldn't plan on coming back to you at a later time and trying to change that.

Jessica Twigg-Harris: Don't we revise this once a year?

Sean Neal: We re-up it but it is not typically revised.

Matt Bofenkamp: The revisions are on an as requested or as needed basis right now.

Heidi Evans: We don't have any set times, like our cooperative agreement, so technically you could bring it up any time during a discussion. Please let's keep it to once a year; I think it would be preferred. And it is true, once we get something ratified like that is kind of it. There is some additional clean-up going through that and I will bring this up in the future to as well, because I don't think anyone is intentionally bargaining in 'bad faith', I am just letting you know that when you are negotiating these contracts like how it goes. Once you agree to something you just have to move on.

Matt Bofenkamp: I think the concern with Section 6B for the Garfield Board, as it has been motioned, is the way it is written there, there is essentially no reasons to have non-exhausted and exhausted lists. The way it is worded there any person at any time, or any board can say anything is a cooperative matter when it may not actually be. I believe that is the concern. I think back to board level, there are a lot of decisions that get made by the administrators that don't get brought up to the board, but for board level matters, let's say it is building policy, building rules, board level matters and maybe we can constrain that a little bit better, I think simplifying that section is what we feel comfortable with because we still have the lists down here in Section C and D, that already calls out what non-exhausted lists, both cooperative matters and non-cooperative, I just think that section up there essentially says that anything that happens with anybody in any building is a cooperative matter, which is not the case and we already kind of went through that in Section 4, specifically when we say here 'that involve joint employees, and that involve any other

program jointly operated’. That conflicts with Section 4, because we bound how we are doing employees but now we are saying, “if we think it affects anybody for any reason then the joint board has to vote on it. That is my concern.

Jessica Smith: Didn’t we just say staff that were in cooperative programs were going to be joint things? I thought that that was what we just agreed on already?

Matt Bofenkamp: For staff hiring – yes.

Jessica Smith: So not the rest of staff mess, just hiring?

Matt Bofenkamp: Right.

Jessica Smith: I guess I had made the assumption there; my assumption was that when we hired someone we would follow through their career here at Gar-Pal.

Matt Bofenkamp: So, there is the hiring piece, which we already ratified and outlined in Section 4, and then there is the actual management and administrative of that employee which is taken care of by the individual principal/superintendents. The way this section is written now, it is saying, ‘well that is not the case if anybody at any time thinks it is a cooperative matter’.

Jessica Smith: I think I would define that slightly by not ‘anybody at any time’, I would say if a board member brings it up before the board we ought to review whether or not it is a cooperative matter, it does not automatically become one. I think it is worth having a conversation about it cooperatively and say, “okay, is this a matter” and then we can decide.

Jessie Twigg-Harris: I think one thing to remember here is that just because a matter comes to the joint board doesn’t mean it passes. It doesn’t mean that we don’t figure it out. It just means that we are committing to work on it together and we have a process by which we do that. The biggest thing that I have heard from community members is that we commit to working on it together. It doesn’t always mean that ‘my vote wins’ or ‘anyone’s vote wins’, it just means that we have a process by which we come together and figure it out, and vote, and the vote is binding.

Justin Honcoop: My personal problem with that is, as a board member and also as a father having kids in the district, is that we did that and it failed, the mask failed in the joint, but we felt that it was so imperative to protect those children that we did what we did. So for me the health and safety portion of that is if an individual board in their individual building feels that the health and safety of their student’s is different than what is happening in another building in the district in Palouse, then we need to reserve the right to act independent from that and not bring it before the joint board as this is what we want to do jointly, and that could affect both schools, but if you don’t believe that is the same case but it is still in Garfield, for me personally that is a big sticking point. I want to have the ability to protect my kids in my building, the kids that reside in Garfield. I knew that Wil Edwards was going to stand up as soon as I said that, but it is a sticking point because now there are kids from Palouse in there. My sticking point is, it is just that first line that affect the health and safety of student’s attending middle school and high school. We fought about it a number of times and that for me is personal.

Jessica Smith: That is a challenging point. Does the board want to comment on this before I open it up to the community?

Wil Edwards: So, if Garfield feels that there is an importance on health and safety, and Palouse doesn’t, then I would like to see language that you consult the board with a health care professional and get it in writing, whether it be a psychologist, psychiatrist, or your Whitman County Health district officer before you make any decision and get their input and make it known that you are making decisions along with that person, that healthcare professional, or against it.

Justin Honcoop: Just like with lawyers, we can consult innumerable doctors and it just depends on who we ask. My sister finally consulted with five before she found one that said what you want to do is fine, but she talked with five different doctors first until she got what she wanted.

Wil Edwards: So, if you remember when we were talking about this same issue here I had raised my hand and said, that with the current variant it is not a health problem, it is an L&I issue. I just got nailed by L&I because I took my mask off to talk to a patient and I got turned into L&I and they were going to hammer me \$70,000, and I said it is not a health issue, it is an L&I issue and you will get hammered. And for the record I advised Palouse and Garfield at that time don't do it. It is a fine issue; it is a punishment by L&I.

Justin Honcoop: I completely agree and that is ultimately what happened at the end of that. L&I came in and they did what they did, and we rescinded our motion.

Wil Edwards: But if we are talking health and safety, I would like you to get in writing, not just the people we talk to, that doesn't hold up. Get it in writing by a health care professional and I would suggest you choose the person you are going to refer to because you can find any quackopractor and Dr. Ghoul doesn't count, you have to get someone that you both agree on, this is the person to go to.

Justin Honcoop: What if we get a plethora of them and take the majority of the decision.

Wil Edwards: I don't think you would want to go down that road with me. We could go down that road but it won't work because this is my field. You do your field and I do mine. Choose one – choose Whitman County as he is elected. If you don't like him, choose somebody else.

Matt Bofenkamp: My only suggestion is I think there is still quite a bit of work for us to do on Section 6 for us to find where that common ground is. Would it be a good idea, I think we have heard a lot from the community, and you already have the clarifying remarks for this section, at this point we got through Section 4, that is awesome, we just have this Section 6 left. However, we do have some significant differences. Would it be a good idea for the Palouse Board to take the current version of comments given and then provide back to the Garfield Board, in a very short time window which would be my request, a revision to say, 'this is what you gave us but here is where we think the middle ground is'.

Jessica Smith: I think Mr. Flansburg had a very good comment, we thought we were already in the middle ground. We thought that is where we were coming to you starting from. So no, I think that we need to have a discussion about that.

Jessie Twigg-Harris: Because to be fair, the document that we are working on was processed. This is something we actually came to.

Matt Bofenkamp: This is something a lawyer came to, an agreement on with no input from the Garfield Board.

Jessica Smith: No, Sean and I were in that room and gave him a copy of our current cooperative agreement and we had an ongoing conversation with him on March 17th.

Matt Bofenkamp: All I am saying Jess, is that this is the first time since that document was made, yes you guys came together, but this is the first time that we have provided comments to the original document. That is all I am saying.

Jessica Twigg-Harris: And we have a deadline next month.

Jessica Smith: This hasn't changed since April.

Matt Bofenkamp: This is the first time, you went through the schedule Jess, we had our town hall meeting in July, and August was the first time where we as a board actually went section by section and made really good progress and came to this.

Jessie Twigg-Harris: We have been working on this since April.

Matt Bofenkamp: Then where are all the other edits, where are all the other communications back and forth.

Jessica Smith: Would you like to see the stack of edits that I have been making because I have them all.

Matt Bofenkamp: I guess so. So, let me back up. We will then just continue rehashing this. The current motion is out there for Section 6B. I don't have any more discussion.

Justin Honcoop: So, if we take Wil's suggestion that we would take a professional's opinion for the health and safety in writing for a recommendation for any of these health and safety actions in a board setting, we present that, could we still have the autonomy to say, 'it is of utmost concern to one or both of our boards, probably just one if we can't come to an agreement, that we still maintain the ability to make different decisions than Palouse for the health and safety of the district'.

Heidi Evans: We have already ratified Section 6A and 6F which basically says you can't operate independently.

Andi Edwards: So, Section 6 is actually labeled Cooperative Matters. We are discussing being a coop here which means that sometimes we have these discussions, we have a big discussion, sometimes a heated discussion, we have a vote, and sometimes we don't get our way and that is the system and that is the way it works. You all keep talking about good faith and when we do these votes sometimes we are not going to get our way, that is the way it is going to happen. We have to do this as a cooperative and we have to commit to being a cooperative, even when we don't get what we want because that is a vote and it happened. We can't just say, "Well, I don't believe in this, and I want autonomy", that is not a cooperative.

Justin Honcoop: In this particular instance, when it is hurting children, just because it was a vote does that make it okay? Just because it was not voted on and is still affecting kids and it is hurting them, that makes it better?

Andi Edwards: I am not saying anything about masks or anything like that. I am saying it went to a vote, I am not saying what is okay, what is healthcare related, what is good medicine, what is any of that, I am saying we are a cooperative, this is a system and we have to respect the democratic system that we put in place, we agreed to be a cooperative, there is a vote, and that is what happens.

Justin Honcoop: And I will respectfully disagree with you every day on that. If it is hurting children, it is not in the best interest of that child and I know the science said differently but for me personally that is something that I would agree to.

Andi Edwards: But we are not talking about science. We are talking about the system and the votes.

Justin Honcoop: I understand system and the vote, but what I am saying is, if we had voted, just like it happened, and it is still affecting the kids, something needed to be done. For me that is why.

Jessica Twigg-Harris: It seems to me that what you are articulating is that the cooperative then loses its cooperative nature because if you would like to change something for Garfield Schools, and if that affects Palouse kids, and if all of our agreement talks about those all requiring joint votes, and if the votes are the votes and you don't win, or I don't win, and I don't like it, that doesn't change the process and it doesn't change the cooperative. The question is, do we have a cooperative and if we do are we going to follow the process and follow the rules. Sometimes it is not going to be fun and sometimes we are going to lose the vote, and that might really suck, and you may need to take personally other measures. But as a board member, elected bipartisan, if you are going to uphold the coop then you are saying you will abide by the joint vote. So, do you want it to be that or do you want to have two separate districts.

Justin Honcoop: What I am asking is in cooperative matters, Section 6B, that we strike the health and safety of students out of that so that it is an individual districts decision, or we add language, like Wil said because I can agree to that, that we bring in an outside expert that can either defend or refute that boards position.

Heidi Evans: I think we already have that dispute resolution though clearly already outlined and at the end of the day, truthfully, regardless of whether that language is in there, you say something about health and safety I am going to almost guarantee that the board is going to agree that, at least the Palouse Board,

that it is a joint matter when you are taking health and safety. That is why we have the dispute resolution and then prompt into that mode. We can't end up again how we ended up in February. It is now October 1st, and we still are barely making any headway. I think we are getting lost in the weeds here, but the reality is, is that you guys have already agreed that you are not going to act independently. That when these matters come up, and even if we say no as a joint thing, then no, you cannot do anything until the mediator says one way or the other. And that is what has already basically been agreed when you look at what has been ratified on 6A and 6F already.

Justin Honcoop: We are putting it together and we can hold things because it says non-exhausted list and exhausted list, so we can remove things and we can add edits and make changes that are give and take.

Heidi Evans: I agree but when you look at 6F – 'If school boards disagree about whether a matter is a cooperative matter, neither board will act on the matter and the status quo will remain in effect until the procedure described in the Dispute Resolution section of the Agreement is followed.'

Justin Honcoop: But if we make that decision, and we say this has been passed and there are kids are being hurt because the decision we are choosing to make because we don't have the spine to stand up to protect these children, I have a problem with that.

Heidi Evans: I agree being a public servant is very difficult. Often times you have to make decisions that internally you may not reconcile, and that is difficult. We are here representing everyone, and I know to that when I think of my own kids I would fight tooth and nail for them too. But when we are talking about these things it's like "all the kids who are my kids".

Justin Honcoop: I feel like I do. I have 30 kids on my soccer kids from both communities and they are 'my kids'. I care a lot about them and have been doing this for seven years. I am seeing kids that are hurt, and they are continuing to be hurt because of the decisions that were made the last two years because no one would stand up to protect the kids. I am simply asking that individual districts have the ability to set their own health and safety protocols. I am good with the rest of it.

PUBLIC COMMENT:

Tracy Lee Sievers: I have two students that attend the Garfield School as middle schoolers. The decision it sounds like could be made that would impact my students and I would have zero representation to speak on my behalf if you go that route, because I can't elect the Garfield Board members. I have no voice in Garfield elections. That is why it is a cooperative issue, because my students are from Palouse. So, I elect the people who sit on the Palouse Board. It is their legal job to represent me on matters affecting my children. What you are saying is, 'no, that is not the case, and we are going to make decisions about our building and be damned if your students are impacted from Palouse.' You don't get a say – that is what you just said. The only recourse as a parent that I have then in that situation is to pull my children from their government provided education for their grade levels and find some other way to educate them, because you are then not allowing my representatives to look out for the interests of my students and the others from our town. That is not acceptable. And if that is the way this goes you will lose two students in Garfield and probably more than that. Garfield-Palouse has tried really hard in the last several years to keep students in our district because without students we can't afford to have school and we need a critical mass number in order to make that happen. One of the things that we do in order to make that possible is my exact job of driving students to sports activities that we don't have the capability to offer, so that they can participate in swim team, so that they can participate when we didn't have a baseball team. That kept those students from choosing out to other districts; it kept those dollars here in our communities. What you are saying is that it doesn't matter whether the Palouse students have representation in Garfield decisions; you are going to do what you want. I am sorry, but my students and a lot of my peers students, will not be attending your district if that is the way you are going to behave.

Jessie Honcoop: It basically is the same as what you are saying but just on the opposite side the same as what I said at the last meeting. We don't have any representation. If this is a true cooperative community, Garfield community members could vote on Palouse board members and Palouse community could vote on Garfield board members. Just as you would pull your kids for not trusting the Garfield Board, multiple people in Garfield, and probably Palouse also, don't trust the Palouse Board and they would also pull their kids.

Liz Ruzzo: That is in violation of our State mandate at the time to and the risks involved with our financial security was on the line. That and just local advice. It was very reckless in my opinion, and I have a child that wear the mask and has diagnosed anxiety, and that fear of people without masks around her has kept her home while other students were in the classroom not wearing masks properly, and so there is the flip side. It exists. We exist, everybody here exists, and it is just about some respect and also following some guidelines and please come to an agreement. This is why our kid got pulled; I am not standing for making some rebellious moves on this, especially health and safety.

Sarah Bofenkamp: I just wanted to say that I like 6B as it stands, I think that it also specifies decisions that financially affect both Garfield and Palouse, which included the previous decision about health and safety that was going to fine both of our school districts substantially. So, at this point I don't think we can separate them, I think that everything in 6B should stay as it is and I think those are all cooperative agreements.

Emily Akin: I will just piggyback on that and also on Liz's remark that when it comes down to brass tax these are state institutions, and you are required to defer to the State in the practices as determined by the State Department of Health and the Superintendent of Public Instruction. And it is your base duty, like the least you can do, is comply by the laws set forth by those governing bodies. The issue that everybody is alluding to here is that it was a State mandated issue. You don't get a choice in that. You are a State school and if you don't like it then don't send your kids to a State school. That is your prerogative to make that choice. This whole thing is coming from individuals own personal political feelings and it is ridiculous that it is dragging this whole community through the mud because a group of individuals cannot overcome their egos and their guises to determine policy that affects the whole. Okay – get with it please.

Steve Swinney: My whole thing is that if Garfield only gets to vote on Garfield matters and when their kids come to high school it is going to be a Palouse only gets to vote for your kid's matters and you get no vote. So, it is in your best interest to work together the whole time, not when the kids are over there, or the kids are over here.

Aaron Flansburg: The only part about the Garfield-Palouse cooperative that is not cooperative, and it could probably pretty easily be said that there are some interactions, are the elementaries. Other than that, it is essentially the same thing. Maybe it is two different buildings, but those buildings might as well be right next to each other. Aside from the eight-mile distance, aside from the bussing and stuff like that, it would literally just be having two standards for the same group of people depending on what building they were in, and it is difficult. Aside from being not making sense and adding layers of red tape and stuff like that, it is just difficult to keep everything straight. When I am in building 'A' I have to do this, when I am in building 'B' I have to do this. It doesn't make any sense.

Sean Neal: I would like to make a motion - I move that we amend the motion on the table to add all remaining unapproved sections in Section 6. So basically the motion would read that we approve all of section 6 as written on the left, the original.

Jessica Twigg-Harris: So, 6B, 6C, 6D, 6E.

Jessica Smith: I understand the statement; I would appreciate understanding the logic and reasoning. I want to know why now. Why have you come to this choice.

Matt Bofenkamp: My concern primarily in the cooperative matters is the overall broadness. But I think the realization, after I have just read through both of these documents several times, is that it doesn't really matter what Section 6B says, it doesn't really matter what Section 6C or 6D says, what is non-exhaustive or exhaustive list, if either of the boards thinks matters are cooperative then it is cooperative – period. My concern was, and we went through this in Section 4, the administration of the districts can't be a cooperative matter, right now. It is not saying that it can't ever get there. However, I believe the way this is written, and if there is disagreement on this please correct me, but in 6D– 'decision involving the hiring, discharging, or non-renewing of employees employed solely by Garfield and Palouse' – that includes the administration because we confirmed that our administrators, the principal/superintendent, are paid solely by the district. So I think that adequately bounds my concern for making sure that a single board basically couldn't take control of a single superintendent/principal while we are this configuration. I guess

that is my reasoning behind it after relooking at this and looking at everything. I like the way some of this other stuff reads on the left but at the end of the day if either board thinks it is cooperative matter regardless of what these lists say we are going to be in that position regardless of the amount of wording that we do or don't have here. All my edits to try to simply a section, or modify the non-exhaustive or exhaustive list, I guess at the end of the day my position is, is that it doesn't really matter. Because again, if a board decides that they think a matter is cooperative, then we have to go through that process. I believe something to consider, which would be Section 6G in the revised section, we have to acknowledge and there have been several public comments of 'well I am not represented here', and 'I am not represented there', that is very true. We are not a combined school district, we are a cooperative, we represent separate communities with separate people who put us here and we are put here to run our districts and then we agree to work cooperatively on all those matters that seem to be cooperative. Just to highlight, 20 years ago when the superintendent issue came up they were in the same position. One board said you couldn't do that and the other board said no, we can, it is not what the cooperative agreement said and the lawyer came in and said this is the law, RCW 28, says an elected board can make a decision. And whether or not that is actually stated or not, I don't think that in this case it matters. So, that is why I am personally saying for the reasons of working together and being cooperative and seeing the realisms of no matter how this is worded, any board at any time could say any matter is cooperative then the semantics don't really matter. That is just me.

Jessica Smith: Can I make a request here. For the sake of simplification, I don't think anybody is going to disagree with what Sean's modification is, would you consider withdrawing yours. You modify yours and we just accept that it is the entire Section 6 and we just vote once instead of having to vote on the amendment and then vote on the motion.

Sean Neal: Yes, that is fine.

AMEND MOTION: Jessie Twigg-Harris moved that we ratify under Cooperative Matters, Section 6B, 6C, 6D, and 6E as is. This was seconded by Shealyn Holbrook. The motion passed with the following roll-call votes:

- | | |
|----------------------|---------------------------|
| Sean Neal – Aye | Jessica Smith – Aye |
| Ryan Pfaff – Aye | Andi Edwards – Aye |
| Matt Bofenkamp – Aye | Heidi Evans – Aye |
| Justin Honcoop – No | Shealyn Holbrook – Aye |
| | Jessie Twigg-Harris – Aye |

Jessica Smith: I will bring the entire updated version back to you and this will be ratified at the next board meeting.

Sean Neal moved, Ryan Pfaff seconded to adjourn the Joint Board meeting at 11:24 p.m. The Palouse board adjourned at 11:24 p.m. The Garfield Board adjourned at 11:24 p.m.

Board Chairman: _____

Superintendent: _____

Board Chairman: _____

Superintendent: _____