

INTERDISTRICT COOPERATIVE AGREEMENT
FOR THE FINANCING AND OPERATION OF
THE PIERCE COUNTY SKILLS CENTER

This Agreement by and between the Bethel School District No. 403 (hereinafter referred to as "Host District"), and the following school districts (each hereinafter referred to as "Member District" or "Participating District" as noted) provides for the establishment and implementation of the Pierce County Skills Center (hereinafter referred to as "PCSC"):

Eatonville School District

Fife School District – Participating District

Franklin Pierce School District

Orting School District

Steilacoom Historical School District – Participating District

Sumner School District

Tacoma School District

White River School District

It is agreed by and among the several parties hereto as follows:

I. Needs and Purpose of Operation

The PCSC is established to provide education in career & technical areas through a wider curriculum offering than presently exists. PCSC and the comprehensive high schools in the cooperative should avoid unnecessary duplication of courses and expensive training equipment. It is further desired to provide flexibility in operation which will facilitate rapid program adjustments and most emergency educational needs as they arise.

II. Terms of Agreement

- A. The term of this agreement commenced on July 1, 2008, to be renewed from year to year for a period of not less than ten (10) years, and to be renewed from year to year thereafter subject to the provisions for withdrawal herein contained. The term of this Agreement is subject to the provisions of withdrawal and dissolution herein contained (paragraphs VIII and IX).

III. Location of Serving Facility

The PCSC core facility shall be located 16117 Canyon Road East, Puyallup, WA 98375. Because of the potential length of the travel time for students in this area, the Governing Board shall consider satellite or branch campus sites when appropriate.

IV. Administrative Structure

- A. A Governing Board is hereby created, which is to be known as the Pierce County Skills Center Governing Board (herein referred to as "Governing Board"). The Governing Board shall consist of the superintendent or his/her designee from each member district. The superintendent or his/her designee shall have an equal vote. The PCSC director will serve as secretary and ex-officio member of the Governing Board.
- B. The host district, shall manage the PCSC under the direction of and policies formulated by the Governing Board. General operating rules and regulations shall follow host district policy and procedures unless the Governing Board specifically addresses the issue in a policy or procedure of the Cooperative.
- C. The Governing Board will be responsive to the director of the PCSC to assist with operational decisions and emergencies.
- D. The Governing Board will govern the PCSC under the direction and policies formulated and shall have the following responsibilities:
 - 1. Ensure that the cooperative is operating in a manner consistent with this Agreement and in accordance with the laws and regulations of Washington State.
 - 2. Formulate and establish policy relating to the operations of the PCSC.
 - 3. Receive and act on recommendations from the member districts, the PCSC director, and such advisory committees as might subsequently be established.
 - 4. Review and/or approve rules and regulations concerning operations of the PCSC.
 - 5. Determine organization and staffing levels of the PCSC.
 - 6. Review and approve course offerings.
 - 7. Determine the slot assignments of students from the respective districts.
 - 8. Establish and amend by-laws to govern Governing Board organization, composition and conduct.
- E. The host district will have the following responsibilities:
 - 1. Select, supervise, evaluate, and employ the PCSC Director on terms and conditions approved by the Governing Board.
 - 2. Hire, evaluate, and, if necessary, terminate the employment of employees consistent with the budget and the policies and procedures of the Governing Board.
 - 3. Provide support in the areas of personnel, finance, and special education.
- F. An Operations Committee shall be created to serve as an advisory and coordinating link between participating high schools and the PCSC. It shall consist of the districts'

career and technical education directors, high school principals, and counselors of member districts. The director of the PCSC shall chair the Operations Committee.

- G. A General Advisory Council shall be created to serve as an advisory and coordinating link between the PCSC and the business communities within the member districts. Members shall represent employers, employees and Pierce County Careers Connection (PC3). Selection and appointment to the GAC shall be made by the Governing Board. The GAC shall be responsible for making recommendations to the Governing Board concerning budgets, rules and regulations, and operational procedures as related to the PCSC. The GAC will receive information and will provide advice on recommendations from staff and patrons of the districts in the cooperative as well as from other advisory committees as outlined in their bylaws. The director of the PCSC shall chair the General Advisory Committee.

V. Description of Joint Financing Arrangement

A. Capital Investment

1. It is hereby mutually agreed that the host district and other member districts shall provide the necessary building facilities and equipment in accordance with program needs as approved by the Governing Board.
2. Future capital improvements and major equipment purchases shall be financed according to a separate plan to be adopted by the Governing Board and submitted to the Boards of Directors of the member districts in this Agreement for approval, at a time when future capital improvements or equipment purchases are needed or required. Capital investment funding shall be prorated among all member districts party hereto on current data as described in Section V.D.2.

- B. Following the original investments, the host district will maintain and operate the facilities, as state funds are available. As per State Board of Education directive, effective September 1, 1998, participating districts are required to contribute to the "Capital Maintenance Fund" reserved by the host district for major maintenance and remodeling of the facility up to a maximum of 40% of the value of the facility as determined by the Governing Board. The amount to be contributed to the fund will be a fee of \$50 per student for each program a student attends at the PCSC core facility located at 16117 Canyon Road East, Puyallup, Washington 98375, based on the member district's averaged student counts from the October and February P223 report. This fee is payable on or before August 31 of the current school year beginning with the 2011-12 school year. On June 3, 2009, the Governing Board approved an additional initial assessment of \$30,000.00 payable by percentage shares as established in Section V.D.2. over the fiscal year, 2010-11, with the total amount contributed on or before August 31, 2011.

- C. PCSC Funding for Special Education Liaison/Support Staff:

1. PCSC will employ a SPED Liaison/Support staff position that will coordinate all special education students at the PCSC. The base salary of the SPED Liaison shall be reimbursed to PCSC by the member districts payable based on each member district's actual percentage of special education students as determined by the averaged counts from the October and February P223 report. This assessment shall be payable on or before August 31 of each school year, beginning with the 2010-11 school year. The remainder of the SPED Liaison's salary will be paid out of the PCSC operating budget.
2. A school district that is not a member of the PCSC cooperative that has a student(s) enrolled and attending PCSC Skills Center on a space available basis will:
 - a. Pay their share of the Special Education Liaison/Support Staff Fee as defined in Section V.C.1.
 - b. Pay a fee of \$150 per student per year to the PCSC Capital Maintenance Fund as described in Section V.B. payable on or before August 31 of the current school year.

D. Student Participation at PCSC

1. Students from member and participating districts. Member districts with PCSC are those districts that have contributed to the capital investment of PCSC and were members prior to September 1, 2010. Participating districts are those districts who joined the PCSC consortium after September 1, 2010 and paid the participating district entry fee.
2. Share value and Slots for PCSC districts are as follows:

District	2011-2015 Average Grades 9-12	% of Base	# of Allocated Slots
Bethel	5496	24%	152
Eatonville	625	3%	17
Fife	1026	4%	28
Franklin Pierce	2342	10%	65
Orting	713	3%	20
Steilacoom	837	4%	23
Sumner	2814	12%	78
Tacoma	7978	35%	221
White River	1287	6%	36
Total	23117	100%	640

This chart will be updated annually to maintain a 5-year rolling slot allotment.

E. Student Information

1. The PCSC shall have access to student information of enrolled students from the data resource center of the member districts, including, but not limited to, health

records, discipline records, Special Education/504 records or any information pertinent to the student enrollment at the PCSC.

2. Upon request, the PCSC may be provided directory information related to students to the extent allowable under the Family Education Records Privacy Act (FERPA)

F. Operational Costs

1. The cost of operating the Skills Center shall be met in the following manner:
 - a. State apportionment funds from state support for secondary students enrolled in the PCSC.
 - b. All Classified Staffing Units (CLS) and associated benefits generated by or on behalf of the PCSC by the host district shall be allocated to the PCSC.
 - c. Any federal, state, local or private allotments, grants, or contract training agreements received expressly for the PCSC. (Examples would be summer school funds, barrier reduction funds.)
 - d. Any inter-local FTE agreements between PCSC and community or technical colleges.
 - e. In the case where the approved budget revenue is short by reason of allocated and accepted slots being unused, then that portion of the deficiency which is required to be met shall be the responsibility of the member district or districts failing to fill their allocated and accepted slots and such responsibility shall be distributed in proportion to the deficiency or deficiencies.
 - f. Any additional costs beyond the approved budget amount shall be prorated among all districts in the Agreement according to their percentage of allocated student slots in the Skills Center. Excess costs shall be defined as costs beyond the State Apportionment funds excluding special capital improvements. Any additional/excess costs must be made known to participating districts no later than three (3) months prior to the beginning of the fiscal year in which the additional costs must be paid. Provided, the Governing Board may approve additional expenses in the event of an unforeseen circumstance or an emergency.
 - g. Any situations not covered in the foregoing provisions shall be resolved by decision of the Governing Board.
2. Definition of Terms
 - a. Cost of Operation: Cost of operation is defined to mean the total cost of operating and supporting the PCSC program, but specifically excludes capital investments and major items of equipment.
 - b. Student Enrollment Hours: Student enrollment hours are hereby defined to mean the hours for which each student is enrolled and carried on the PCSC register without regard to the actual attendance of students at the PCSC.

- c. State Apportionment Funds: State apportionment funds are those funds paid by the state in support of approved program offerings of the PCSC. For this Agreement funds shall follow the student to the host district at a .6 FTE or greater for every slot. This applies to students from both member and non-member districts.
- d. Slot: A slot is a measure of participation and consists of the equivalent of three (3) consecutive fifty (50) minute periods of enrollment per 180-day calendar year.
- e. Participating District: Participating districts are those districts who have been approved by the Governing Board for admittance and paid their entry fee as defined in Section X.C.

3. Procedures

- a. An annual program budget shall be developed by the PCSC director and submitted to the Governing Board for approval. When approved, the budget shall be transmitted to the Board of Directors of the host district for action. A program budget account and format shall be maintained for auditing, accounting and reporting purposes.
- b. The host district shall report enrollment and claim state apportionment up to 1.0 FTE for each student enrolled in the PCSC in accordance with state guidelines with the PCSC first claiming its share of FTE, followed by the sending district. Beginning with the 2007-2008 school year, students enrolled in both a high school and a skills center may be claimed up to a total 1.6 FTE based on their enrolled hours. Each student from a member district (those identified in Section V. D.) enrolled at PCSC for a 3-period session will be counted for apportionment purposes by the host district for a minimum of .6 FTE per student. A student may qualify for additional classes from PCSC, i.e., academic courses through online, a second skills course, etc. Remaining FTE will be allocated based on attendance.
 - 1. Exceptions to minimum enrollment requirements may be made by a vote of the Governing Board.
 - 2. Minimum enrollment exceptions will be reviewed for re-approval by the governing board on an annual basis.
- c. Each district's entitlement to a percentage of allocation of student slots shall be based on Section V.D.2. Exceptions to this distribution may be allowed with the consent of the Governing Board.
- d. Unused slots by one member district may be used by another district with approval of the Governing Board.
- e. If there are remaining slots, they may be used by non-member districts or by non-public schools with approval of the Governing Board. Non-public students must enroll in their district of residence or complete an inter-

district transfer and enroll in the host district high school for the time they are attending the PCSC.

- f. The host district shall claim any other federal, state, local or private grants or allotments available to the PCSC, including intellectual property and miscellaneous revenue.
- g. The host district shall control, monitor and audit all financial transactions at the PCSC by following procedures of the State Accounting Manual. The host district shall identify any additional costs and present the matter to the Governing Board prior to preparation of the budgets by the member districts.
- h. The host district shall charge no more than five percent (5%) of the apportionment dollars received by the PCSC for its operation. This indirect cost will be collected at a time determined by mutual agreement between the host district and the Governing Board. The host district will provide the Board with documentation of indirect costs and this amount may be adjusted depending upon the actual experiences of the Cooperative and the host district on an annualized basis. Extraordinary expenses for things such as attorneys' fees and litigation costs approved by the Governing Board will be paid by the host district and amortized over a *time* agreed to between the Governing Board and the host district.
- i. Transportation costs to and from the PCSC for transporting students in district buses shall be borne by the district of student residence.

4. Students with Disabilities

- a. The resident district understands, acknowledges, and agrees that it is ultimately the entity responsible for ensuring that the substantive and procedural rights of its students with disabilities are being afforded in a way that complies with all applicable federal and state laws and regulations, including its obligation to provide disabled students with free appropriate public educations. The resident district also understands, acknowledges, and agrees that it remains solely responsible for the provision of related services to disabled students; including providing or funding the cost of transportation, paraeducator, interpreter, or assistive technology support if the disabled student's IEP or Section 504 plan calls for such services.
- b. In order ensure that the resident district can meet its obligations for students with disabilities who attend the PCSC, PCSC agrees that it will:
- c. Follow any disabled student's Individualized Education Plan or Section 504 Plan when the student is receiving educational services from PCSC, including providing any required accommodations and modifications;
- d. Make a staff member available to participate in any IEP or Section 504 Team Meetings for a disabled student who is attending the PCSC or who

may attend the PCSC when such participation is requested by either the resident district or the parent/adult student (telephonic participation is an acceptable method of participation);

- e. Alert this resident district if the a disabled student violates a rule or regulation of the PCSC that will result in the disabled student being excluded from the PCSC for ten or more school days or has engaged in a pattern of similar behavior that has resulted in prior shorter exclusions during the same school year so that the resident district may conduct timely manifestation determination reviews; and
- f. Provide information regarding the student's progress to the IEP or Section 504 Team upon request, including providing information as part of an eligibility evaluation or reevaluation.
- g. The Parties jointly agree that in the event if a claim, complaint, or due process hearing is brought in relation to a disabled student who is attending PCSC that involves the provision of services or actions attributable to one or both parties, the Parties will confer to discuss the matter and to resolve the responsibility for the defense of the allegations.

VI. Program Scope, Eligibility and Retention

A. Program:

- 1. The program or course offerings of PCSC shall be determined by the Governing Board. Areas in which tentative courses will be offered have been identified through a feasibility study and will be finalized from the recommendations therein, as well as from those of advisory committees, staff, PC3, post-secondary partners and related organizations and agencies. Changes will be made giving adequate time to notify staff as required by law.
- 2. The PCSC facility can be made available for purposes other than secondary career and technical education only after the demands of secondary career and technical education have been met and when the other uses do not interfere with Skills Center prime-time operation.

B. Approval:

Only career and technical education courses approved by OSPI will be offered by the PCSC. Academic courses may be offered upon approval from the Governing Board. All PCSC personnel and programs shall meet the requirements for career and technical education as identified by the Office of the Superintendent of Public Instruction and the State Board of Education.

C. Services:

PCSC, in cooperation with the administration and counseling staffs in the member high schools, shall make adequate provision for the availability of ancillary services.

The PCSC shall maintain student employment, placement and follow-up records on all graduates.

D. Eligibility:

Any student enrolled in a high school of any member district is eligible to attend the PCSC subject to the following:

- a. General admission requirements as established by the Governing Board.
- b. Requirements set by the Board of Directors of the district of student residence.
- c. Availability of space according to the number of slots allotted the district of residence of the student.
- d. A determination of the appropriateness of the placement in the program, including such things as attendance, disciplinary records, grades, progress towards graduation, ability to accommodate special needs, etc.

E. Retention:

Continued enrollment of students in the PCSC shall be governed by policies established by the Governing Board and by policies of the district of residence of the student.

F. Skills center branch campuses and skills center satellite programs:

1. A branch campus of PCSC is a facility or site which provides three or more skills center programs at a location other than the core skills center campus and is in compliance with OSPI rules and regulations that govern skills center and career and technical education programs. A skills center branch campus will offer skills center programs that are either provided directly by PCSC or through a contractual service at a location other than the core skills center
2. A branch campus shall:
 - a. Develop a cooperative agreement with the participating school districts.
 - b. The superintendent or designee of the branch campus host district shall sit on the PCSC Governing Board as a non-voting member, unless the host district is an existing participating member
 - c. Develop a governing board consisting of the superintendents of each of the branch campus cooperative school districts
 - d. Develop an interlocal agreement between the host district of PCSC (Bethel School District) and the host district of the branch campus
 - e. Pay a fee to PCSC for consulting for operations and monitoring for compliance with skills center rules and regulations and with accountability compliance to the interlocal agreement
 - f. Comply with all accountability measures, including OSPI accounting and operational rules, OSPI skills center rules, OSPI career and technical education standards, approval of new CTE programs and financial stability monitoring

3. PCSC shall:
 - a. Provide advice on the operation of the branch campus
 - b. Assure compliance with skills center rules and Career and Technical Education rules
 - c. Report and collect the state FTE apportionment and be fiscally responsible for the operation of the branch campus
 - d. The Director of PCSC shall sit on the Governing Board of the branch campus as a non-voting member

G. Skills Center Satellite Programs

1. A skills center satellite is a skills center program that is either provided directly by PCSC or through a contractual service at a location other than the core skills center
2. A skills center satellite program may be operated by a third party through a contractual agreement between PCSC
3. PCSC satellite programs must comply with skills center rules and regulations and Career and Technical Education standards
4. A required annual contractual agreement will define the fiscal and liability responsibility of PCSC and of the contractor.

H. Outside Assistance

PCSC may receive assistance from other sources provided no conflict of interest or residual obligations exist.

VII. Resolution of Conflict

A. Mediation

A majority vote of the Governing Board shall govern in all matters. In the event a majority vote cannot be reached by the Governing Board on an issue requiring resolution, the matter shall be referred to a mutually acceptable third party mediator for final resolution. If the matter cannot be resolved there, it will be referred to the Superintendent of Public Instruction.

B. Due Process Procedures

Due process procedures shall be established by the Governing Board; and shall be covered in the Governing Board Cooperative Agreement by-laws.

VIII. Withdrawal

It is hereby agreed that any party (district) to this Agreement may withdraw at any time after the initial ten-year period provided it shall be done on an orderly basis and pursuant to the following:

- A. In the event that a district desires to withdraw from the program, such a district desiring withdrawal shall give notice in writing to all participating districts no later than

October 1 of the fiscal year preceding withdrawal, said withdrawal to be effective on September 1 of the next succeeding fiscal year.

- B. The other member districts and the State Board of Education must approve the application for withdrawal.
- C. If a participating district withdraws from PCSC, no reimbursements will be due to the withdrawing district. Land, improvements, equipment purchased and all other financial interests of the PCSC shall be the property of and remain with the district of jurisdiction.

IX. Dissolution Provisions

The cooperative operation of the facility under this Agreement can be dissolved only under the following procedures:

- A. WAC 180-31-040 provides that (1) Procedures for the dissolution of the operation of the school plant facilities under an inter-district cooperative plan shall not be instituted prior to the expiration of ten years after the date of State Board of Education approval of the financial plan for the construction of such facilities: PROVIDED, that a request for dissolution prior to the expiration of ten years may be approved when in the judgment of the State Board of Education there is substantiation of sufficient cause.
- B. Any plan for dissolution, as described in A above, shall be submitted to the State Board of Education for review and approval prior to proceeding with dissolution action.
- C. Upon dissolution of the Cooperative, the real property and attachments thereto will be the property of the host district. Personal property and fixtures not attached to the land will be the property of the Cooperative and divided in accordance with the student participation schedule set forth in paragraph V.D. of this Agreement.

X. Admission of New District

- A. Whenever a new school district wishes to become a PCSC participating district and have students attend PCSC, it shall submit a formal request to the Governing Board.
- B. Upon acceptance, the Governing Board shall prepare a proposal for inclusion of the district and submit it to the Boards of Directors of the participating districts for ratification and approval.
- C. New participating districts will be charged an entry fee based on the district's 9-12 annualized enrollment for the previous five (5) years. The fee will be assessed based on the following:

District Size	AAFTE (Previous Five Years)	Entry Fee
Small	Under 4000	\$2000.00
Medium	4501-9999	\$4000.00
Large	10,000 & Above	\$8000.00

D. New participating districts shall be subject to all of the terms and conditions contained within this Agreement as they pertain to member districts.

XI. Gifts

The PCSC program may receive gifts, cash, equipment or services contingent upon acceptance by the Governing Board.

XII. PCSC shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability and professional liability and/or malpractice liability coverage when appropriate, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the District, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Each participating district shall provide PCSC and the host district a certificate of insurance naming the host district as an additional insured. The limits of liability insurance shall not be less than follows:

Each Occurrence	\$10,000,000.00
Aggregate	\$20,000,000.00

The \$10,000,000.00 minimum will apply to the following: General Liability, Directors and Officers, Educators Legal/Professional Liability, and Sexual Misconduct.

XIII. Non-Discrimination

All parties shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the District., The Pierce County Skills Center does not discriminate in any programs or activities on the basis of race, creed, color, religion, national origin, age, sex, veteran or military status, marital status, sexual orientation, gender expression or identity, pregnancy, disability, or the use of a dog guide or trained service animal (a service animal is a dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Accordingly, no person shall be unlawfully excluded from participation in, be

denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the parties and their agents under this Agreement. Harassment on the basis of any of the foregoing conditions is strictly prohibited. Each party shall notify the other party's chief executive officer or designee immediately of any decision by a local, state or federal agency, court or jury that it violated a law, regulation or ordinance prohibiting discrimination. In the event of a party's noncompliance or refusal to comply with this nondiscrimination provision, this Agreement may be rescinded, cancelled or terminated in whole or part, and the party may be declared ineligible for further contracts with the other party.

XIV. Severability

If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

XV. Waiver

Failure by either party to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any parties right to demand strict performance of that or any other provision of this Agreement any time thereafter.

XVI. Amendment

This Agreement may be amended by approval of 60% of all member districts in the cooperative.

XIII. Joint Resolutions

Resolutions by the applicant district and member districts have been duly consummated, and by this reference and attachment are made a part of this Agreement.

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

Superintendent Date
Bethel School District

Superintendent Date
Steilacoom Historical School District

Superintendent Date
Eatonville School District

Superintendent Date
Sumner School District

Superintendent Date
Fife School District

Superintendent Date
Tacoma School District

Superintendent Date
Franklin Pierce School District

Superintendent Date
White River School District

Superintendent Date
Orting School District