

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") provides for the establishment and implementation of the Pierce County Skills Center (hereinafter referred to as "Skills Center").

Eatonville School District

Fife School District

Franklin Pierce School District

Orting School District

Puyallup School District

Steilacoom School District

Sumner School District

Tacoma School District

University Place School District

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

I. Needs and Purpose of Operation

A Skills Center is established to provide education in vocational-technical areas through a wider curriculum offering than presently exists. A Skills Center will not restrict local program development, but will 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

The terms of this Agreement shall be for a period of five years on a fiscal year basis beginning with the date the State Board of Education recognizes the Inter-district Cooperative Agreement between the Bethel School District and member districts for financing and operation of the Pierce County Skills Center. This Agreement shall be renewed on an annual basis after the expiration of the initial five year period. 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 Skills Center will be located on sites to be selected from proposed available sites within the area of the districts signing this Agreement. The sites will be determined by the

Governing Board. 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. The office and instructional headquarters for the Skills Center core facility shall be located in Fredrickson, WA.

IV. Administrative Structure

- A. A Governing Board is hereby created, which is to be known as the Pierce County Skills Center 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 Skills Center director will serve as secretary and ex-officio member of the Governing Board.
- B. The host district, known as the Management Agency, shall manage the Skills Center under the direction and policies formulated by the Governing Board. General operating rules and regulations shall follow host district policy and procedures.
- C. The Governing Board will be responsive to the director of the Skills Center to assist with operational decisions and emergencies.
- D. The Governing Board will govern the Skills Center under the direction and policies formulated and shall have the following responsibilities:
 1. Insure 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 Skills Center.
 3. Receive and act on recommendations from the member districts, the Skills Center director, and such advisory committees as might subsequently be established.
 4. Review and/or approve rules and regulations concerning operations of the Skills Center.
 5. Determine organization and staffing levels of the Skills Center.
 6. Select, supervise and annually evaluate the Skills Center director.
 7. Review and approve course offerings.
 8. Determine the slot assignments of students from the respective districts.
 9. Establish and amend by-laws to govern Governing Board organization, composition and conduct.
- E. An Operations Committee shall be created to serve as an advisory and coordinating link between participating high schools and the Skills Center. It shall consist of the districts' career and technical education directors, high school principals, and counselors of member schools. The director of the Skills Center shall chair the Operations Committee.

- F. A General Advisory Council shall be created to serve as an advisory and coordinating link between the Skills Center and the business communities within the member districts. Members shall represent both employers, employees and Pierce County Careers Connection (PC3). Selection and appointment to the GAC shall be made by the Governing Board.

V. Description of Joint Financing Arrangement

A. Capital Investment

It is hereby mutually agreed that the host district and other member districts shall provide the necessary building facilities and equipment in accordance with the financing procedures available: Host district Bond and State Capital Budget Request.

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 according to their percentage of allocated student slots in the Skills Center.

B. 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 vocational students enrolled in the Skills Center.
 - b. Any federal, state, local or private allotments, grants, or contract training agreements received expressly for the Skills Center. (Examples would be summer school funds, barrier reduction funds.)
 - c. Any federal or state special purpose allotments or grants received by districts. (Examples here include I-728, LAP, Perkins)
 - d. Any inter-local FTE agreements with 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 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.
- g. Any situations not covered in the foregoing provisions shall be resolved by decisions 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 Skills Center program, but specifically excludes capital investments and major items of equipment.
- b. Student Enrollment Hours: student enrollment hours are here by defined to mean the hours for which each student is enrolled and carried on the Skills Center register without regard to the actual attendance of students at the Skills Center.
- c. State Apportionment Funds: state apportionment funds are those funds paid by the state in support of approved program offerings of the Skills Center. For this Agreement funds shall follow the student to the host district at a .6 FTE 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 three (3) consecutive fifty (50) minute periods of enrollment for 180 days.

3. Procedures

- a. An annual program budget shall be developed by the Skills Center Director and submitted to the Governing Board for approval. When approved, the budget shall be transmitted to the Board of Directors of the Management Agency for action. A program budget account and format shall be maintained for auditing, accounting and reporting purposes.
- b. The Management Agency shall report enrollment and claim state apportionment based on .6 FTE for each student enrolled in the Skills Center. Students are required to be enrolled for three consecutive fifty (50) minute periods.
 - XI. Exceptions to minimum enrollment requirements may be made by a vote of the Governing Board.
 - XII. 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 the prior October 1 FTE enrollment in grades 9-12 of the districts in this Agreement as reported to the Office of the Superintendent of Public Instruction. 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 Skills Center.
- f. The Management Agency shall claim any other federal, state, local or private grants or allotments available to the Skills Center.
- g. The Management Agency shall control, monitor and audit all financial transactions at the Skills Center by following procedures of the State Accounting Manual and report monthly to the Governing Board on the financial status of the Skills Center. The Management Agency 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 Management Agency shall budget no more than five percent (5%) of the apportionment dollars expended by the Skills Center for its operation. This indirect cost will be collected at a time determined by mutual agreement between the Management Agency and the Governing Board.
- i. Transportation costs to and from the Skills Center for transporting students in district buses shall be borne by the district of student residence.

VI. Program Scope, Eligibility and Retention

A. Program

The program or course offerings of the Skills Center 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.

The Skills Center 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 Skills Center. All Skills Center 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

The Skills Center, in cooperation with the administration and counseling staffs in the member high schools, shall make adequate provision for the availability of ancillary services. The Skills Center 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 Skills Center subject to the following:

1. General admission requirements as established by the Governing Board.
2. Requirements set by the Board of Directors of the district of student residence.
3. Availability of space according to the number of slots allotted the district of residence of the student.

E. Retention

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

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 Council 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 five 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. Land, improvements, equipment purchased and all other financial interests of the Skills Center 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. 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 five 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 five 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.

X. Admission of New District

Whenever a new district wishes to become a member of the Skills Center cooperative or to buy slots by way of payment of a share of the capital investment, it shall submit to the Governing Board a formal proposal based on approved guidelines and procedures established by the Governing Board.

XI. Gifts

The Skills Center program may receive gifts, cash, equipment or services from any source whatsoever, contingent upon acceptance by the Governing Board.

XII. Amendment

This Agreement may be amended by agreement of all member districts party hereto.

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.