

2008-2018

INTERDISTRICT COOPERATIVE AGREEMENT

**FOR THE
FINANCING AND OPERATION OF
SNO-ISLE TECHNICAL SKILLS CENTER**

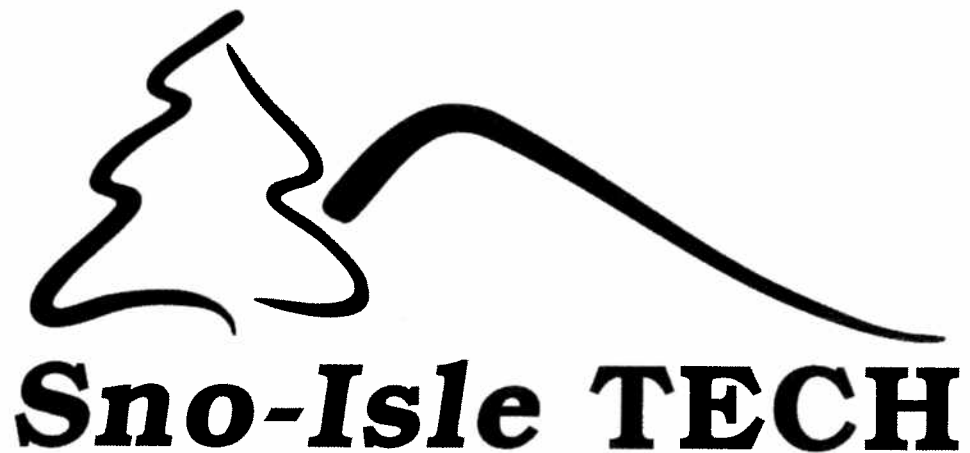


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SNO-ISLE TECHNICAL SKILLS CENTER INTERDISTRICT COOPERATIVE AGREEMENT

This Agreement is by and between Mukilteo School District 6 (“Host District”) and the following school districts (“Participating Districts”):

Arlington School District No. 16	Lakewood School District No. 306
Darrington School District No. 330	Marysville School District No. 25
Edmonds School District No. 15	Monroe School District No. 103
Everett School District No. 2	Skykomish School District No. 404
Granite Falls School District No. 332	Snohomish School District No. 201
Lake Stevens School District No. 4	South Whidbey School District No. 206
	Sultan School District No. 311

The Host District and the Participating Districts shall collectively be referred to as the “Consortium Districts.”

It is agreed by the parties as follows:

1. Needs and Purpose of the Operation.

The Sno-Isle Technical Skills Center (“Skills Center”) is established pursuant to RCW 39.34 to provide career and technical education to students. This Agreement will not restrict local program development but is intended to avoid unnecessary program duplication by Participating Districts. It is further intended to provide flexibility in Skills Center operation to facilitate rapid program adjustments to meet emerging educational and workforce needs.

In the event that the Skills Center does not have the facility to offer a course requested by Participating Districts, a satellite program under the direction and control of the Skills Center may be established in a facility operated by a Consortium District, post-secondary institution or public entity upon the approval of the Administrative Council. Approved career and technical education courses currently operated by Consortium Districts will not be included in the Skills Center program unless the Administrative Council determines that the courses as currently constituted do not meet the needs of students and industry in the area served by the Skills Center.

2. Term.

This Agreement shall commence immediately upon execution and shall be renewed annually and automatically each fiscal year, through August 31, 2018. The term of this Agreement is subject to the provisions herein for withdrawal or dissolution.

3. Administration of the Skills Center

A. Host District Responsibilities

The administration of the Skills Center programs and facilities shall be vested in the Host District. The Host District will maintain Skills Center facilities, provide such career and technical courses as approved by the Administrative Council, and hire a Director who shall carry out the day-to-day Skills Center administrative functions.

All personnel, procurement and financial transactions of the Skills Center will be administered according to policies and procedures of the Host District. All financial transactions will be processed through and recorded in the Host District's financial system. The Host District will provide regular summary and detail level financial information to the Director who shall be responsible for assuring that Skills Center expenditures are within the authorized budget and comply with all local, state and federal (when applicable) laws, regulations and guidelines prior to approving expenditures. The Director shall report any known variances from budget or procedures promptly to the Host District.

The Host District shall regularly monitor the financial operations of the Skills Center, provide technical assistance and guidance to the Director and staff. The Director shall report to the Administrative Council at least annually, or as requested by the Administrative Council, on the financial status of the Skills Center.

B. Skills Center Administrative Council.

General administrative oversight shall be provided by the Skills Center Administrative Council which shall consist of the superintendent or designee from each of the Participating Districts and the Host District. Each Consortium District shall have an equal vote on the council.

The Administrative Council shall have the following responsibilities:

1. To ensure that the cooperative is operating in a manner consistent with this Agreement.
2. To formulate and establish procedures relating to the operations of the Skills Center.
3. To receive and act on recommendations from the Host District, the participating school districts, and such committees as might be established by the Administrative Council.
4. To review and/or approve rules and regulations concerning operations of the Skills Center.
5. To determine organization and staffing levels of the Skills Center.
6. To consult with the Host District regarding selection of the Skills Center Director and provide a representative to serve on the interview committee.
7. To review and approve the course offerings.
8. To recommend and/or approve program closures for one or more of the following: 1) the need of industry, 2) student enrollment, 3) safety, 4) financial, 5) liability, 6) environmental, or 7) other legitimate business or educational reasons.

9. To determine the slot assignments of students from the Consortium Districts.
10. To require from the Director a preliminary budget covering the proposed operation and financing and, when approved by the Administrative Council, transmit the program budget to the host district.
11. To establish and amend by-laws to govern the Administrative Council organization, composition and conduct.

4. Location of Service Facilities.

The Skills Center is located at 9001 Airport Road, Everett, Washington and may include other sites as agreed by the Administrative Council.

5. Description of the Joint Financing Arrangement.

A. Operational Costs.

Cost of operation is hereby defined to mean the total cost of operating the Skills Center program, which includes reserve funds, as determined by the Administrative Council for equipment replacement, program flexibility and financial stability. The cost of the operation shall be offset by any federal, state, local or private allotments and contributions received by the Host District expressly for the operation of the Skill Center.

Pupil transportation costs to and from the Skills Center for the school-year program shall be the responsibility of each resident Participating District. Transportation to and from the Skills Center for the summer program shall be the responsibility of the student.

Additional support required by special needs students for the school-year program or the summer program shall be the responsibility of each resident Participating District.

Revenue for the operation of the Skills Center shall consist of the following:

1. State apportionment funds from basic state support for secondary career and technical education students enrolled in the Skills Center in accordance with state law and the rules and regulations of the Superintendent of Public Instruction and the State Board of Education.
2. Any federal, state, local or private grants or allocations received by the Host District expressly for the operation of the Skills Center

The excess costs, if any, of the Skills Center operation shall be pro-rated among all Consortium Districts, according to their percentage of student enrollment. Excess operational costs shall be defined as costs beyond the revenue listed in 1 and 2 above. Any anticipated excess costs must be made known to Consortium Districts and approved by the Administrative Council no later than May 1 of the year prior to the beginning of the fiscal year in which the additional costs will be incurred.

B. Capital Costs.

This Agreement does not obligate the Consortium Districts to any capital expenses. To the extent state capital funds are appropriated and available, the Host District will establish separate project accounts in its Capital Projects Fund for Skills Center facilities improvements, modernizations and additions and will account separately for revenue and expenditures related to Skills Center projects.

Future capital improvements or major equipment purchases not funded by state capital funds shall be financed according to a separate plan adopted by the Administrative Council at a time when the Administrative Council determines such capital needs exist. Consortium Districts may loan equipment to the Skills Center subject to approval of terms and conditions approved by the Administrative Council.

The Director, with assistance of the Host District's Planning and Construction Management staff, shall prepare any required capital budget information for inclusion in the Host District's annual Capital Projects Fund Budget. The Director will present proposed capital budgets to the Administrative Council no later than May 1, or 10 days after the end of the legislative session, whichever is later, in order to meet the submission timelines of the Host District for approval by the Board of Directors.

6. Slot Allocation, Budgeting, Enrollment and Entrance Requirements

A. Policy for Allocation of slots

Calculating the allocation of program slots will be the responsibility of the Skills Center Director. Each Consortium District will be allocated slots in each program for the following school year based on an allocation formula. Slot allotment percentages will be applied to each district's October 1st 10th and 11th grade head counts as reported on the P223.

The Director will provide the preliminary slot allotments by district to the Administrative Council by November 1st. Consortium districts will notify the Director by January 7th if they require a change in their slot allotments. Each district will receive by February 1st its allocation for the following year. As of April 1st any unused slots may be used by other Consortium Districts with the approval of the Director. Any remaining slots will be reallocated among non-participating districts and non-public schools as approved by the Administrative Council.

B. Approval of Annual Operating Budget

The Host District will prepare a summary of the total anticipated revenue from state and other sources. The anticipated revenue will be used by the Director to prepare a preliminary budget for the proposed operation and financing of the Skills center to be reviewed by the Administrative Council and Consortium Districts. The Administrative Council shall review and approve the proposed budget no later than May 1 in order to meet the submission timelines of the Host District for approval by the Board of Directors. The Host District shall maintain Skills Center budgetary accounts as required by law.

C. Student Enrollment.

Student enrollment for the Skills Center will be reported by the Host District on monthly enrollment reports to OSPI based upon student enrollment hours in the program.

D. Student Enrollment Hours

Students attending the Skills Center are required to enroll for three (3) consecutive fifty (50) minute periods of instruction during the school day. Skills Center enrollment for state apportionment funding will be calculated at .60 FTE per enrolled student. In the event that classes are of shorter or longer duration than three (3) instructional hours, the FTE calculation shall be adjusted accordingly.

In order to remove the financial disincentive for school districts to send students to the Skills Center, the 2007 legislature approved 2SSB 5790. Beginning with the 2007-08 school year and thereafter, students enrolled in both a high school and the Skills Center may be reported and claimed for state apportionment funding for up to a total of 1.6 FTE based on their enrolled hours in both the Skills Center and their home high school. No student shall be counted more than 1.0 FTE at either the Skills Center or home high school.

E. General Entrance Requirements.

Qualified students must be accepted on a fair and equitable basis into all programs offered. Any student enrolled in a high school in any Participating District is eligible to attend the Skills Center subject to the following specific entrance requirements:

1. General admission requirements as established by the Administrative Council.
2. Requirements set by the Board of Directors of the district of student residence.
3. Availability of space according to the quota allotted the district of residence of the student.
4. After students from Consortium Districts have had an opportunity to apply, the Skills Center may serve on a space-available basis, students from non-participating districts.

7. Program Scope

The course offerings at the Skills Center shall be determined by the Administrative Council. The Director will identify and recommend potential new program areas based on demand as measured by input from advisory committees and needs analysis and research performed by industry groups and local/regional workforce development and economic development agencies. A feasibility study will be completed before the Administrative Council decides to offer a course in a new program area.

Only approved career and technical education courses will be offered by the Skills Center. All Skills Center certificated personnel and courses shall meet all current CTE guidelines and requirements of OSPI.

8. Dispute Resolution

Whenever a dispute may arise between Consortium Districts it shall be resolved as follows:

A. The matter shall first be presented to the Skills Center Administrative Council where a majority vote of a quorum will be binding. In the event of failure to secure a majority vote at that level, the matter shall be submitted to a representative mediation committee or unbiased mediator agreed upon by the Administrative Council.

B. If the Administrative Council cannot agree on a representative mediation committee or mediator, the matter will be referred to the Washington State Superintendent of Public Instruction for final disposition. The recommendation of the mediation committee, unbiased mediator, or, if utilized, the Washington State Superintendent of Public Instruction, shall be binding.

9. Withdrawal

Withdrawal from the Agreement by a Participating District shall be on an orderly basis. Land, improvements and equipment purchased for the Skills Center shall be the property of and remain with the Host District. In the event that a district desires to withdraw from the Agreement, such district shall give notice in writing to all other Consortium Districts no later than October 1st of the fiscal year preceding withdrawal and shall become effective on September 1st of the succeeding fiscal year.

If a Participating District withdraws from the Agreement, no reimbursement will be due to the withdrawing district unless the Skills Center is closed, at which time each investing district will receive their pro rata share of any dissolution proceeds.

After the withdrawal becomes effective, the withdrawing district shall not be entitled to have representation on the Administrative Council nor shall it be entitled to participate in the program, administration or control of the Skills Center.

10. Dissolution Provisions

The State Superintendent of Public Instruction must give approval prior to proceeding with dissolution. In accordance with provisions of WAC 392-345-040 and in the event of dissolution of the Skills Center Cooperative all facilities and equipment shall remain the property of the Host District.

11. Admission of New Districts

Whenever a non-participating school district wishes to become a participating member of the Skills Center it shall submit to the Administrative Council a formal proposal. The Administrative Council shall determine conditions of admission, including a requirement for an initial capital investment, if any. At least 75% of the current consortium districts are required to approve the addition of a new district. After final approval by the Administrative Council an amendment to the Agreement must be approved by the boards of directors of all the participating districts and the host district before the new district can become a Consortium district.

12. Gifts

The Skills Center Cooperative may receive gifts of cash, equipment, or services from any source whatsoever.

13. Amendment

This agreement may be amended by a simple majority vote of the Consortium Districts.

END OF DOCUMENT

INDIVIDUAL DISTRICT SUPERINTENDENT SIGNATURES ON PAGES 9 THROUGH 22.