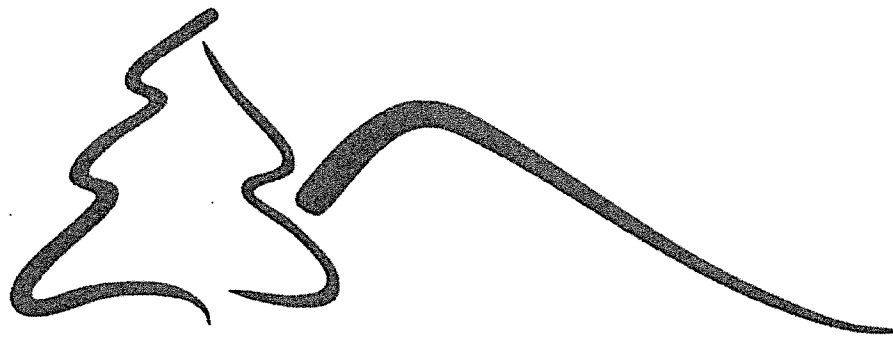


2018 – 2028

Interlocal Cooperative Agreement

For

Sno-Isle Technical Skills Center



Sno-Isle TECH

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**Sno-Isle Technical Skills Center
Interlocal 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
Darlington School District No. 33
Edmonds School District No. 15
Everett School District No. 2
Granite Falls School District No. 332
Lake Stevens School District No. 4
Lakewood School District No. 306

Marysville School District No. 25
Monroe School District No. 103
Skykomish School District No. 404
Snohomish School District No. 201
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”, the “Consortium”, “Members”, “Membership”, or individually as a “Member.”

It is agreed by the parties as follows:

1. Purpose

The Sno-Isle Technical Skills Center (“Skills Center”) was established in 1977 to provide students with access to comprehensive, industry-defined career and technical programs of study and is established pursuant to RCW 39.34 to provide career and technical education to students. It is expected to provide flexibility in Skills Center operations to facilitate program adjustments to meet emerging educational and workforce needs.

This Agreement will not restrict local program development but is intended to avoid unnecessary program duplication by Consortium Districts.

2. Term

This Agreement is for a ten-year term effective September 1, 2018, through August 31, 2028, subject to the provisions herein for amendment, withdrawal, or dissolution.

3. Core Campus Location

The majority of Skills Center programs will be conducted at the existing site, currently located at 9001 Airport Road, Everett, Washington, (hereinafter referred to as the “Core Campus”). Programs may also be located elsewhere within the boundaries of the Consortium Districts as determined by the Administrative Council.

4. Administration of the Skills Center

A. Host District Responsibilities

Subject to the governance of the Administrative Council, the day-to-day operations of the Skills Center, including personnel and financial duties, shall be the responsibility of the Host District. The Host District shall implement the decisions of the Administrative Council in accordance with the policies and procedures of the Host District.

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 programs as approved by the Administrative Council, and include Administrative Council participation in the selection of 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. 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 and the Administrative Council.

The Director shall report to the Administrative Council at least quarterly, or as requested by the Administrative Council, on the financial status of the Skills Center.

B. Skills Center Consortium Administrative Council (“Administrative Council”)

The Skills Center Administrative Council is comprised of all Consortium District Superintendents, and will meet at least quarterly. Additional meeting(s) may be scheduled by the Host District as needed. The Skills Center Director will serve as secretary and ex-officio member of the Administrative Council. The meeting schedule for a given fiscal year will be approved by the Administrative Council no later than the month of May of the prior fiscal year.

Each Member of the Administrative Council shall have an equal vote. A quorum shall be established by the presence of at least fifty-one percent (51%) of the voting Members. All matters within the authority of the Administrative Council shall be decided by simple majority of the Membership except the matters of admission of new districts which require a supermajority vote or affirmation of two-thirds (2/3) of Members and ratification by Consortium Districts’ boards of directors. Electronic and/or remote participation shall be available for any Administrative Council meeting at which an item will be subject to a vote.

The Administrative Council shall have the following responsibilities:

1. To ensure that the Consortium is operating in a manner consistent with this Agreement, which may include bylaws.
2. To establish policies and procedures relating to the operations of the Skills Center.
3. To receive and act on recommendations from the Host District.
4. To consult with the Host District regarding selection of the Skills Center Director and provide representation to serve on the interview committee.
5. To offer programs that are approved by OSPI for career and technical education, or provide basic support to students enrolled in the Skills Center programs.
6. May provide recommendations for appointments to a General Advisory Committee.
7. To review and approve the course offerings.
8. To recommend program closures for one or more of the following:
 - a. The needs of industry,
 - b. Student enrollment,
 - c. Safety,
 - d. Financial,
 - e. Liability,
 - f. Environmental, or
 - g. Other legitimate business or educational reasons.

C. Skills Center General Advisory Committee (GAC)

Washington Career and Technical Education (CTE) programs are required to have advisory committees. The GAC fosters connections between the Skills Center programs, local industry, and related post-secondary opportunities. All GAC insights and recommendations are advisory in nature.

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. It includes reserve funds, as determined and reviewed annually by the Administrative Council for equipment replacement, program flexibility and financial stability. The cost of the operation shall be offset by all federal, state, local or private grants and contributions received by the Host District expressly for the operation of the Skills Center.

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

1. State apportionment funds for secondary career and technical education students enrolled in the Skills Center.
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 approved by the Administrative Council, 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 annual costs exceeding the annual 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. Transportation

1. Student transportation costs to and from Skills Center programs during the school year shall be the responsibility of each Consortium District for its respective students.
2. Transportation to and from Skills Center programs during the summer shall be the responsibility of the student; however, this provision does not prevent a Consortium District from providing summer program transportation for any or all of its students individually or in cooperation with other Consortium Districts.

C. Special Education/Section 504

1. Costs of all special education services, Section 504 accommodations and/or any additional ancillary services for the school-year program and/or summer school program are the sole responsibility of the student's resident school district.
2. The Skills Center will work collaboratively with the Consortium District's administrators and/or special education staff to accommodate a student's educational needs as identified in the student's Individualized Education Program (IEP) or Section 504 plan.
3. The student's resident school district shall provide to the Skills Center a complete copy of the student's IEP and/or Section 504 accommodation plan plus any student life-threatening health plans, if applicable. This information shall be provided to the Skills Center when the student submits his/her application or as soon as reasonably possible thereafter.
4. The Consortium Districts agree that in the event a claim, complaint or due process hearing is brought in relation to a disabled student who is attending the Skills Center that involves the provision of services or actions attributable to one or both parties, the Host District and the Participating District will confer on the matter in order to resolve the issue(s).

D. Minor Repair and Maintenance Account

1. The Host District will maintain an account for future minor repair and maintenance costs of the facility.
2. The Host District will collect an annual fee of ten dollars (\$10.00) per Skills Center student annual average FTE from each Consortium District and non-Consortium District, to be deposited in this account.
3. Minor Repair and Maintenance fund contributions shall be invoiced in July and collected in August of each school year.

4. This fee will be reviewed annually with the Administrative Council, and adjusted as needed.

E. Major Capital Expenses

This Agreement does not obligate the Consortium Districts to any capital expenses. The Skills Center underwent a major renovation and expansion of its facility in 2009.

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.

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 1, 10th and 11th grade headcounts as reported on the P223.

The Director will provide for approval the slot allotments by district to the Administrative Council by December 1. As of April 1, any unused slots may be used by other Consortium Districts with the approval of the Director. As of May 1, remaining slots will be reallocated by the Director to non-Consortium Districts and non-public schools.

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

1. 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.
2. 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.
3. Students enrolled in their resident high school and the Skills Center may be reported for state apportionment funding to a maximum of 1.6 FTE based on their enrolled hours in the Skills Center and their resident high school. No student shall be counted for more than 1.0 FTE at either the Skills Center or their resident high school.

D. General Entrance Requirements

Students are eligible to attend the Skills Center subject to the following specific entrance requirements:

1. General admission requirements as recommended by the Skills Center Director and approved by the Administrative Council.
2. Requirements set by the Board of Directors of the students' resident district.
3. Slots allocated to the students' resident district.
4. As of May 1, remaining slots will be reallocated by the Director for students from non-Consortium Districts and non-public schools.

E. Student Information

The Skills Center shall have access to student information of enrolled students from the data resource center of each Consortium District, including, but not limited to, health records, discipline records, special education/504 records or any other information relevant to the student's enrollment at the Skills Center.

7. Program Scope

A. Program Offerings

Approved career and technical education programs will be offered by the Skills Center (WAC 392-600-030(3)). All Skills Center certificated personnel and programs shall meet current CTE guidelines and requirements of OSPI.

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. In addition, a feasibility study will be completed before the Administrative Council determines whether to offer a new program.

In the event that the Skills Center does not have the facility to offer a program requested by Consortium Districts, a remote 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.

B. Satellite Programs

1. The Skills Center may request approval from OSPI for operation of satellite programs (WAC 392-600-110). If a satellite program is located at a comprehensive high school, written approval is required from the district career and technical education director and superintendent of the Consortium District in which the satellite program is located.
2. The Skills Center will submit program approvals to OSPI to operate satellite programs.
3. The Skills Center will report monthly satellite program enrollment directly to OSPI, apportionment financial services. State apportionment funding will be paid only through the Host District.
4. Interlocal agreements for the operations of satellite programs will be developed as necessary.

C. Branch Campuses

1. A skill center branch campus is a common school or higher education facility which provides three or more programs at a location other than the Skills Center Core Campus (WAC 392-600-010). Each Branch Campus must be approved by OSPI.
2. A Branch Campus will offer Skills Center programs that are provided directly by the Skills Center or thorough a contractual service at a location other than the Skills Center Core Campus.
3. The Administrative Council shall be responsible for reviewing and approving the plan for a Branch Campus within the Consortium before submitting to OSPI (WAC 392-600-030).
4. Branch Campus programs will be reviewed and approved by the Host District before submitting to OSPI (WAC 392-600-100).

8. Dispute Resolution

If a dispute arises between Consortium Districts it shall be resolved as follows:

- A. The matter shall be presented to the Skills Center Administrative Council where a majority vote of the Members will be binding.
- B. In the event of failure to secure a majority vote, the matter shall be submitted to a representative mediator agreed upon by the Administrative Council.
- C. If the Administrative Council cannot agree on a mediator, the matter will be referred to OSPI for final disposition.

D. The recommendation of the mediator, or if utilized, OSPI, shall be binding.

9. Withdrawal

Any Consortium District may withdraw from the Agreement by giving notice in writing to all other Consortium Districts no later than October 1 of the fiscal year preceding withdrawal. Withdrawal shall become effective on September 1 of the succeeding fiscal year. No reimbursement from the Skills Center will be due to the withdrawing district.

Land, improvements and equipment purchased for the Skills Center shall be the property of and remain with the Host District.

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

OSPI must give approval prior to proceeding with the dissolution of the Skills Center. In accordance with provisions of WAC 392-600-120 and in the event of dissolution of the Skills Center Consortium, all facilities and equipment shall remain the property of the Host District.

11. Admission of New Districts

Whenever a non-Member school district wishes to become a Member of the Skills Center Consortium, it shall submit a formal proposal to the Administrative Council. The Administrative Council shall determine conditions of admission, including a requirement for an initial capital investment, if any. A two-thirds majority vote of the current Consortium Districts is required to approve the addition of a new district. After approval by the Administrative Council, an amendment to the Agreement must be approved by the boards of directors of all the Consortium Districts before the new district can become a Consortium District.

12. Gifts

The Skills Center may receive gifts of cash, equipment, or services from any source in accordance with the policies and procedures of the Host District and will be reported on during the routine business agenda item of the Administrative Council meetings.

13. Amendment

This Agreement may be amended by a majority vote of the Administrative Council. The Administrative Council will determine if an amendment should also be ratified by Consortium District boards of directors.

Individual District Superintendent Signatures on Pages 10 through 23

IN WITNESS WHEREOF, Dr. Josephine Moccia has executed this Agreement on behalf of the Board of Directors of South Whidbey School District No. 206.

Date

[Josephine Moccia]
Participating District Superintendent

