

**INTERDISTRICT COOPERATIVE AGREEMENT FOR THE OPERATION
OF THE NEWTECH SKILL CENTER**

This Agreement is entered into by and between Spokane School District No. 81, commonly known as Spokane Public Schools (hereinafter "host district") and the following public school districts:

Central Valley, Dist. No. 356	Mead, Dist. No. 354
Cheney, Dist. No. 360	Medical Lake, Dist. No. 326
Deer Park, Dist. No. 414	Nine Mile Falls, Dist. No. 325
East Valley, Dist. No. 361	Riverside, Dist. No. 416
Freeman, Dist. No. 358	West Valley, Dist. No. 363

(hereinafter "participating districts")

for the operation of The NEWTECH Skill Center (hereinafter "Skill Center"). The host district and the participating districts together shall be referred to as "the consortium districts." This Agreement shall be considered a renewal of the existing Interdistrict Cooperative Agreement For The Operation of the Spokane Skills Center, dated May 10, 2006. That Agreement along with all four Addendums to that Agreement are entirely superseded by this Agreement. As defined in WAC 392-600-020, any subsequent renewal or amendments to this agreement must be submitted for approval of the Superintendent of Public Instruction ("OSPI"), career and technical education (WAC 392-600-020-5(c)).

In consideration of the mutual promises and covenants contained herein, the consortium districts hereto agree to the following terms and conditions:

- I. Needs and Purpose of the Operation.
 - A. The Skill Center is established pursuant to this Agreement to provide quality career and technical education in several career areas and to enable students to select courses from a comprehensive career and technical curriculum. The Skill Center and the consortium district high schools shall attempt to avoid unnecessary duplication of courses and expensive training equipment. The Skill Center shall also attempt to provide flexibility in operation, which shall facilitate rapid program adjustments to meet emerging needs as they arise. Skill Center programs shall be tuition free with voluntary student enrollment. Programs are necessary for the express purpose of offering educational programs not otherwise available.
 - B. Location of Serving Facilities
The Core campus for the NEWTECH Skill Center shall be at 4141 North Regal Street, Spokane WA. 99207.

1. Core Campus:
A majority of the student enrollment and classes will be at the Skill Center core campus identified in this section.
2. Branch Campus:
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 Skill Center core campus. The Skill Center may offer programs at a branch campus with the approval of the Administrative Council and in compliance to WAC 392-600-100.
3. Satellite programs:
This agreement authorizes satellite classes and programs, as approved by OSPI, to be offered at locations other than the Skill Center core or branch campuses when serving Districts to this agreement.
This agreement also authorizes the Skill Center to offer satellite programs to districts outside of this agreement with the approval of the Administrative council and compliance to WAC 392-600-110.
4. A required annual contractual agreement will define the fiscal and liability responsibility of the Skill Center and any contractor providing satellite program services.

C. Student Data Sharing. The member districts agree to share with SPS NEWTECH all appropriate student data for co-enrolled students as well as provide directory information for all prospective NEWTECH students as part of program promotional efforts.

2. Term.

- A. This Agreement shall commence immediately upon execution by the host district and all participating districts, subject to the provisions for withdrawal or for dissolution herein contained in paragraphs eight and nine, through August 31, 2026. Prior to August 31, 2025, the agreement shall be reviewed by the parties in anticipation of renewal. In addition there shall be three, two-year renewal options that can be exercised by two-thirds majority vote of the consortium districts.

3. Description of the Joint Financing Arrangement.

- A. Operational Costs.
Cost of operation of the Skill Center shall be defined to mean the total cost of operating the Skill Center program, which includes reserve funds for

equipment replacement and program flexibility. The cost of the operation shall be offset by any federal, state, local or private allotments and contributions received expressly by the host district for the operation of the Skill Center. The cost of operating the Skill Center shall be met in the following manner:

1. Funds shall be obtained from basic state support for secondary career and technical education students enrolled in the Skill Center.
2. The Skill Center consortium members shall annually fund minor repairs and maintenance on Skill Center Facilities in accordance with RCW 28A.245.090. The member districts shall be invoiced annually for their prorate share of the assessment based on 11th grade skill center enrollment from the preceding year. Funds will be collected annually per the outlined steps in order to maintain a \$240,000 balance. Expenditure of these funds requires a simple majority vote of the Administrative Council for approval. The assessment shall be adjusted for inflation as needed. Unexpended funds will be restricted for use on future Skill Center repairs and maintenance.
3. Any other additional costs as pre-approved by a vote of 2/3 majority of the Administrative Council shall be prorated among all consortium districts according to their percentage of allocated student slots as compared to the total student slots in the Skill Center. These additional costs shall be determined annually through the host district's budget process.
4. Participating Districts shall, as required by WAC 392-600-020, provide services to the Skill Center as which shall include but are not limited to:
 - (a) Transportation
 - (b) Special Education
 - (i) Skill Center staff will work collaboratively with participating district special education staff to identify and work to accommodate the needs of the special education student population.
 - (ii) For students under an Individualized Education Program (IEP) that provides for participation in the Skill Center program, the Participating District which establishes the IEP will be responsible for assuring compliance with the IEP. A cooperative agreement may be developed between the Host District, on behalf of the Skill Center, and the

Participating District in accordance with WAC 392-169-080 or as otherwise necessary to assure compliance with their respective duties.

- (c) **ADA Accommodations**
Any ADA accommodations made for disabled students will be the obligation of the Host District. The Participating District staff must confer with Skill Center Student Services staff to facilitate accommodations.
- (d) **Other Noncore Skill Center Student Needs**
Other noncore Skill Center needs of the student. Noncore is any non CTE curricular service or activity or any other services or activities for or in which enrolled students are served by appropriate Participating District staff. Noncore shall include, but not be limited to, remedial instruction, counseling, psychological services, testing, speech and hearing therapy, or health care services or activities.

- B. Program Cost Pro-Ration Formula.
The consortium districts shall each accrue the same obligation per student regardless of the program in which each student is enrolled.
- C. Equipment Purchase.
The host district shall include purchase of capital equipment as an item in the annual program maintenance and operation budget.
- D. Future Construction.
If future construction is needed, each consortium district's share of the future construction costs shall be recalculated at that time based on current assessed valuation of the taxable property in each district.
- E. Percentage of School Day.
Students attending the Skill Center shall attend three (3) instructional hours. An instructional hour shall be defined as one fifty (50) minute continuous contact time. Enrollment for state apportionment shall be calculated at .60 FTE per student for the host district. In the event that a student is enrolled in more than one course at the Skill Center, or courses are of shorter or longer duration than three (3) instructional hours, the FTE calculation shall be adjusted by the host district accordingly. Participating districts shall notify the host district in writing of any student withdrawals the same day the withdrawal is officially recorded.
- F. Annual Fund Balance

The annual net income from the Skill Center operating statement shall be carried forward and be added to the host district's fund balance reserve representing the Skill Center cumulative balance from net operations. The Skill Center Administrative Council will establish an annual target reserve fund balance amount during the budget approval process. In the event the cumulative net Skill Center fund balance falls below this target amount, the Skill Center Administrative Council will develop a plan to restore the reserve fund to an agreed upon target. In any budget year that there is a negative cumulative net fund balance, the host district will identify the amount as a Skill Center receivable.

4. Administrative Operation

- A. Administrative oversight shall be provided by the Skill Center Administrative Council, which will consist of the Superintendent or his/her designee from each consortium district. Representatives on the Council shall have an equal vote.
- B. The Administrative Council shall consummate a cooperative management agreement with the Spokane School District to serve as the Host District for the day to day operation of the Skill Center. Such agreement shall formulate the regulations and provisions whereby the Host District will manage the Skill Center under direction and policies formulated by the Administrative Council.
- C. The Administrative Council shall have the rights set forth by law, including but not limited to WAC 392-600-030, and the following rights and responsibilities, interpreted consistent with the terms of this agreement and the terms of any agreement reached pursuant to paragraph 4.B above:
 - 1. To ensure that the cooperative is operating in a manner consistent with this Agreement.
 - 2. To formulate and establish policies and procedures relating to the operations of the Skill Center.
 - 3. To receive and act on recommendations from the applicant district, the participating districts, the Host District and such advisory committees as might subsequently be established.
 - 4. To review and/or approve rules and regulations concerning operations of the Skill Center.

5. To recommend organization and staffing levels of the Skill Center and finalize after budget has been approved.
 6. To direct the Skill Center Director regarding vision and long term planning of the Skill Center.
 7. To review and approve the Skill Center course offerings.
 8. To determine the slot assignments of students from the respective districts.
 9. To require from the Director a preliminary budget to be shared with the Administrative Council by March 1, to the extent possible, covering the proposed operation and financing and, when approved by the Council, submit the program budget to the Host District.
 10. To establish and amend policies and procedures to govern Administrative Council organization, composition and conduct.
 11. To provide the Superintendent of the Host District with guidance for management decisions and for issues which must be presented to the Host District's Board of Directors. The Host District Board of Directors has the final authority on all matters concerning the Skill Center.
- D. A qualified Director will oversee the operations of the Skill Center and its functions in accordance with the policies, rules and regulations adopted by the Administrative Council.

The director shall be an employee of the Host District.

- E. The Host District shall have the following rights and responsibilities:
1. Employ and supervise Skill Center staff.
 2. Supervise and evaluate Skill Center Director with input from the Administrative Council.
 3. Act as fiscal agent for the Skill Center and maintain separate accounts and fund balances for each fund.
 4. Review and adopt the Skill Center budget as a part of the Host District budget.

5. Provides such services as may be mutually agreed upon by the Host District and the Skill Center Administrative Council.
6. Consider and act on Administrative Council guidance for management decisions and for issues which must be presented to the Host District Board of Directors. The Host District Board of Directors has the final authority on all matters concerning the Skill Center.

5. Student Allocation

A. Policy for Allocation.

Each consortium district shall be allocated one or more student slots in each program. Allocations for each consortium district shall reflect its proportion of all 11th grade students in the consortium districts as indicated by the previous October 1st head count recorded in the official OSPI apportionment (1251) report. Determining the allocation of students shall be the responsibility of the Skill Center Director.

B. Reallocation Policy.

The Skill Center shall provide to each consortium district by February 1st its allocation for the following year with due consideration to the Interstate Compact on Educational Opportunity for Military Children. Any unused student slots shall be considered forfeited on April 1st for redistribution as defined in section 5.C.

C. Unused Students Slots.

Unused student slots shall be offered first to other consortium districts, then to non-participating districts on a first request basis.

D. General Entrance Requirements.

Qualified students shall be accepted on a fair and equitable basis into all programs offered. Specific entrance requirements shall be as follows:

1. The student must be enrolled in school.
2. The student must be in grades 9, 10, 11 or 12.
3. Students in grades 9, 10, 11 or 12 may enroll in summer sessions.

E. Nonpublic High School Students.

Nonpublic high school students wishing to attend the Skill Center shall contact the public school where they reside and shall ask to be placed on the public school district list of interested students. Any such nonpublic high school students shall comply with that district's entrance requirements.

F. Transportation.

During the regular school year, each consortium district shall be responsible for determining transportation services for its own students to and from the Skills Center in accordance with their own transportation policies. Students shall be responsible to provide their own transportation if they elect to attend a summer session.

6. Program Scope.

A. Program Scope:

The Skill Center is a regional career and technical partnership. It is established to provide access to comprehensive, industry-defined career and technical programs of study that prepare students for careers, employment, apprenticeships and postsecondary education. The Skill Center is operated by the Host District and governed by the Administrative Council in accordance with the Interdistrict Cooperative Agreement, or as otherwise provided by legislation. Program utilization of the Skill Center shall be on a joint participating basis and shall be based upon a fair and equitable program as detailed in the rules and regulations referred by the operator and adopted by the Skill Center Administrative Council of the member districts party to this Agreement. The Skill Center facility can be made available for purposes other than secondary vocational education only after the demands of secondary career and technical education are met and when the "other" uses do not interfere with the prime-time operation.

B. Technical Programs:

Only courses which are career and technical education (*CTE*) approved will be operated by the Skill Center unless otherwise approved by the Administrative Council. All Skill Center personnel and programs will meet the requirements of the Washington State *CTE Standards* for Career and Technical Education.

1. Technical Program Student Eligibility:

Any student eligible to attend a high school of any district, party hereto, is eligible to attend the Skill Center, subject to the following:

- (a) General admission requirements as established by the Skill Center Administrative Council.
- (b) Requirements set by the Board of Directors of the district of residence recommending such student
- (c) Availability of space according to the quota allotted to district of residence recommending such student.

2. Academic Courses:

The Skill Center may operate academic courses for students co-enrolled in a Skill Center CTE program as approved by the Administrative Council for the purpose of attaining relevant academic core credit in concert with the technical curriculum. The academic instructional staff will meet the Washington State certification requirements qualifying them to teach the academic course.

(a) Academic Course Student Eligibility:

Any student that is a resident of any district, a party hereto, is eligible to attend a Skill Center academic course if they meet the following criteria.

- (i) They are co-enrolled in a Skill Center CTE program.
- (ii) They have the permission of the resident high school administrator or counselor.
- (iii) There is available space in the academic program courses.

3. Summer School:

The Skill Center is authorized to offer summer school when state funding is available. The purpose of summer school is to:

- (a) Provide opportunities for students to attend approved CTE programs leading to additional opportunities and flexibility in scheduling classes during the regular school year.
- (b) Enhance employability and industry ready Skills.
- (c) Support the individual student's High School and Beyond Plan where students earn high school credits that meet graduation requirements.
- (d) Reduce barriers for students by providing access to Skill Center programs through flexibility in scheduling and location, i.e. satellite programs.

Summer school programs will be open to students in grades 9-12. Students who have completed the 8th grade are eligible to attend summer school. The Skill Center may continue to serve a graduating senior until the end of the school year (August 31) for the completion of their industry certification or program.

7. Dispute Resolution

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, it shall be resolved as follows:

- A. The matter shall first be presented to the Skills Center Administrative Council within 30 business days of the occurrence of the dispute where a quorum vote shall be taken at the next regularly scheduled or specially called Administrative Council meeting.
- B. If the matter cannot be resolved by a quorum vote, then prior to, or in lieu of, proceeding to mediation, legal council may be sought by any one or more of the consortium districts to determine if Agreement terms have been violated and/or to assist in resolution of the matter.
- C. In the event of failure to secure a majority vote by any party at that level, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
- D. Any matter not settled by mediation shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of the arbitration fees, the arbitrator and the facility for the arbitration shall be borne equally by each party. Each party shall otherwise pay its own expenses. Notwithstanding the above, if either party precludes the other from performing under this Agreement, the party that precludes the other from performance shall be prohibited from seeking or maintaining any action, claim or demand under or pertaining to this Agreement, including a demand for arbitration and the other party shall be discharged from any further contractual duty under the Agreement.

8. Withdrawal

Withdrawal by a participating district shall be on an orderly basis. In the event that a participating district desires to withdraw from the consortium, such district desiring withdrawal 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. The Administrative Council may pre-approve an extension of the October 1st deadline for a participating district suffering undue hardship in meeting the October 1st deadline

for a date not later than January 30 provided it receives a 2/3 approval vote by the Council.

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

9. Dissolution Provisions

The cooperative operation of the Skill Center under this agreement can only be dissolved as defined under WAC 392-600-120.

Any plan for dissolution shall be submitted to the Superintendent of Public Instruction for review and approval prior to proceeding with dissolution action.

In accordance with provisions of WAC 392-600-120 and in the event of dissolution of the Skill Center all facilities and equipment shall remain the property of the host district.

10. Admission of New Districts

Whenever a non-consortium school district wishes to become a participating member of the Skill Center Cooperative, it shall submit to the board of directors of the consortium districts a formal Letter of Desire to join the cooperative. Admission shall be complete once the majority of the consortium districts boards of directors have approved the request.

11. Students Attending from Non-Consortium Districts

The Administrative Council may, but shall not be required to, permit enrollment of students in Skill Center programs under the following conditions:

A. Available Space.

The Skill Center Director shall first determine that student slots allocated to consortium districts will not be utilized and space is available in the program(s) students from non-consortium schools wish to enroll.

B. Enrollment for State Apportionment.

The Board of Directors of each non-participating district shall submit annually a signed letter of agreement authorizing the host district to claim .60 FTE for each student attending the Skill Center.

C. Additional Costs.

Any annual additional costs determined by the Administrative Council will be assessed to non-consortium district schools on an enrolled FTE basis. For purposes of this assessment, determination of FTEs for non-consortium districts will be made October 1st and March 1st for each semester.

12. Gifts

The Skill Center may receive and accept gifts of cash, equipment, property or services from any source whatsoever. The Skill Center Director will submit a consent agenda at Administrative Council meetings listing any recently acquired donations with a value of \$3,000 or more.

13. Amendment

This Agreement may be amended by a two-thirds majority vote of the consortium districts.

14. Mutual Indemnification

The parties of this agreement agree to protect, defend, indemnify and hold each other, and each other's officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claim or loss arises as a result of the indemnifying party's or parties' negligence.

15. Non-Discrimination


The host agrees to comply with all local, state and federal rules and regulations and does not discriminate on the basis of age, sex, marital status, race, color, creed, national origin, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, sexual orientation including gender expression or gender identity, or honorably discharged veteran or military status.

16. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, Adam Swinyard has executed this Agreement on behalf of the Board of Directors of Spokane Public Schools.

6.11.2021
Date



Adam Swinyard
Host District Superintendent

IN WITNESS WHEREOF, Ben Small has executed this Agreement on behalf of the Board of Directors of Central Valley School District No. 356.

6-29-2021

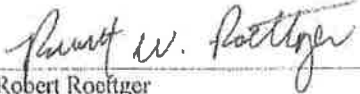
Date

Ben Small

Ben Small
Participating District Superintendent

IN WITNESS WHEREOF, Robert Roettger has executed this Agreement on behalf of the Board of Directors of Cheney School District No. 360.

6/15/21
Date



Robert Roettger
Participating District Superintendent

IN WITNESS WHEREOF, Travis Hanson has executed this Agreement on behalf of the Board of Directors of Deer Park School District No. 414.

June 9, 2021
Date



Travis Hanson
Participating District Superintendent

IN WITNESS WHEREOF, Kelly Shea has executed this Agreement on behalf of the Board of Directors of East Valley School District No. 361.

6/10/21
Date


Kelly Shea
Participating District Superintendent

IN WITNESS WHEREOF, Randy Russell has executed this Agreement on behalf of the Board of Directors of Freeman School District No. 358.

6-9-21

Date

Randy Russell
Randy Russell
Participating District Superintendent

IN WITNESS WHEREOF, Shawn Woodward has executed this Agreement on behalf of the Board of Directors of Mead School District No. 354.

6/28/21

Date

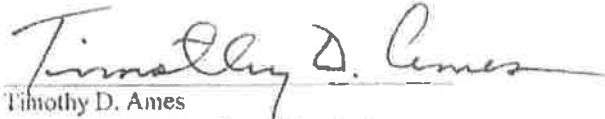


Shawn Woodward
Participating District Superintendent

IN WITNESS WHEREOF, Timothy D. Ames has executed this Agreement on behalf of the Board of Directors of Medical Lake School District No. 326.

6.10.21

Date

A handwritten signature in cursive script that reads "Timothy D. Ames". The signature is written in black ink and is positioned above a horizontal line.

Timothy D. Ames
Participating District Superintendent

IN WITNESS WHEREOF, Brian Talbot has executed this Agreement on behalf of the Board of Directors of Nine Mile Falls School District No. 325.

6-9-2021
Date



Brian Talbot
Participating District Superintendent

IN WITNESS WHEREOF, Dr. Ken Russell has executed this Agreement on behalf of the Board of Directors of Riverside School District No. 416.

6-24-21

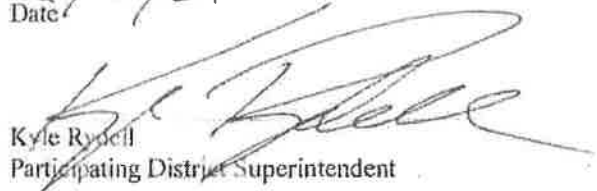
Date



Dr. Ken Russell
Participating District Superintendent

IN WITNESS WHEREOF, Kyle Rydell has executed this Agreement on behalf of the Board of Directors of West Valley School District No. 363.

6/16/21
Date


Kyle Rydell
Participating District Superintendent