

INTERDISTRICT COOPERATIVE AGREEMENT WASHINGTON NETWORK FOR INNOVATIVE CAREERS (WANIC) SKILL CENTER

This Agreement by and between the Lake Washington School District (hereinafter referred to as "Host District") and the following school districts (each hereinafter referred to as "member district") provide for the establishment and operation of the Washington Network for Innovative Careers Skill Center (hereinafter referred to as "WANIC"):

Bellevue School District No. 405	Northshore School District No. 417
Issaquah School District No. 411	Riverview School District No. 407
Lake Washington School District No. 414	Snoqualmie Valley School District No. 410
Mercer Island School District No. 400	

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

1. Needs and Purpose of Operation

WANIC is established to provide advanced-level Career and Technical Education programs based on rigorous academic and industry standards preparing students for post-secondary education and successful entry into high-skill, high-demand careers and employment.

2. Terms of Agreement

This Agreement is for ten (10) years, based on the fiscal year cycle, beginning on September 1, 2011, the date the Office of Superintendent of Public Instruction (OSPI) recognizes this Cooperative Agreement for financing and operation of WANIC. This Agreement will be reviewed annually by the Administrative Council.

3. Location of WANIC Facilities

The administrative office for WANIC is located at Lake Washington Technical College at 11605 – 132nd Avenue NE, Suite A108, Kirkland, WA 98034. Each branch campus/satellite program may be connected to a high school, technical/community college, or a business.

4. Administrative Structure

- a. The Administrative Council, consisting of the superintendents or designees from each member district, governs WANIC. WANIC is a cooperative undertaking of the member districts and is not a separate legal entity. Representatives to the Council have equal votes. The Administrative Council will:
 - i. Ensure that WANIC operates in a manner consistent with this agreement, Chapter 28A.245 RCW, and Chapter 39.34.030.
 - ii. Establish policy related to the operation of WANIC.
 - iii. Consider recommendations from member districts, the WANIC director and advisory committees.
 - iv. Approve rules and regulations concerning operations of WANIC.

- v. Determine organization and staffing levels of WANIC Administration.
- vi. Approve course offerings and campus locations.
- vii. Approve membership to the General Advisory Council (GAC).
- viii. Approve the WANIC Director candidate selection.

b. WANIC Director duties, responsibilities, and qualifications:

- i. Holds or attains a CTE Director Credential; additionally a Principal Credential is preferred. The Administrative Council will consider any related experience as deemed appropriate.
- ii. Manages WANIC under the direction and policies formulated by the Administrative Council.
- iii. Plans and develops programs for WANIC, which may include feasibility studies, etc.
- iv. Reports to the Lake Washington School District Superintendent or designee.
- v. Develops an annual operations budget for approval by the Administrative Council.
- vi. Maintains operations budget for auditing, accounting, and reporting purposes.
- vii. Communicates program goals and progress to all interested parties.
- viii. Maintains regular communication with all member school districts and advisory committees.
- ix. Develops contracts with agencies as necessary for WANIC operation.
- x. Seeks federal, state, local or private grants for WANIC.
- xi. Maintains student employment, placement and follow-up records on all graduates.

c. The Host District:

- i. Evaluates the WANIC Director.
- ii. Manages the WANIC administrative staff as employees of the Host District.
- iii. Serves as the fiscal agent for the WANIC operations budget.
- iv. Adopts the WANIC operations budget as part of the Host District budget.
- v. Provides such services as may be agreed upon by a majority vote of the Administrative Council.
- vi. Administers any federal, state, local or private grants or allotments available to WANIC.
- vii. Controls, monitors and audits all financial transactions of the WANIC operations budget.
- viii. Reports monthly to the Administrative Council on the financial status of the WANIC operations budget.

Host district will receive five percent (5%) of revenue as in-directs.

d. The Member District:

- i. Maintains individual district program budget for auditing, accounting and reporting.
 - ii. Provides payment to host district per Joint Financing Agreement in Section 5.
 - iii. May host a skill center satellite program with the approval of the administrative council and OSPI.
 - iv. If member district has a satellite program they will remain a satellite program until they reach three programs in one location. At which time, they may apply to the Office of Superintendent of Public Instruction to become a branch campus with the approval of the administrative council per WAC 493-600-100 (2a)
- e. An executive committee will serve as a link between the Administrative Council and WANIC for the purpose of reviewing and planning programs and budget management. The executive committee will be comprised of the seven superintendents from the member districts, or their designee.
- f. A General Advisory Council (GAC) will serve as a coordinating link between WANIC and the business communities. The GAC will be comprised of business and community members, and post-secondary representatives.

5. Joint Financing Agreement

a. Definition of Terms:

- i. Operations Budget: The total cost of operating WANIC, excluding district program costs, capital investments and major items of equipment.
- ii. Cost Pro-Ration: Member districts assume the same obligation to the operations budget per student regardless of the member district's program.
- iii. State Apportionment Funds: funds paid by the State to host district in support of approved program offerings of WANIC.

b. Capital Investment

- i. In the event that facilities and equipment necessary to offer identified programs at a branch campus/satellite program are not available, the Host District requests facilities and equipment funding from the Office of Superintendent of Public Instruction (OSPI).
- ii. In the event that State Capital Budget funding is insufficient to fully fund the required facilities and equipment for a proposed program, the project costs will be the responsibility of the district proposing the WANIC program. Member districts would use the district's existing bonds/capital facility levies to address facility/equipment needs.
- iii. The Administrative Council manages future capital improvements and major equipment purchases.

- c. Total Program Costs of WANIC. The total cost of operating WANIC programs will be met by:
 - i. Apportionment funds received from OSPI for students enrolled in WANIC programs of which a pro-rated contribution will be made by each member district to the host district for the operations budget.
 - ii. Any federal, state, local, and private grants.
 - iii. Inter-local FTE agreements with community or technical colleges.
 - iv. Situations not addressed in the foregoing provisions will be resolved by decisions of the Administrative Council.
- d. Procedures
 - i. The WANIC operations budget will be developed based on minimum projected enrollment data.
 - ii. The district hosting an approved WANIC branch campus program reports enrollment and claims state apportionment based on .2 FTE for each instructional hour provided to students enrolled in the WANIC program
 - iii. The host district shall report satellite skill center program enrollment to OSPI after verification from satellite district.
 - iv. Any additional costs beyond the approved operations budget amount will be prorated among all member districts based on a mutually agreed upon formula.
 - v. Transportation to and from WANIC is the responsibility of the student/parent or guardian.
 - vi. Costs of special education, Section 504, and ancillary services are the sole responsibility of the student's resident district.
 - vii. The adoption of the annual operations budget will mean that member districts spend funds solely for the purpose of WANIC Skill Center programs.
 - viii. Funds specifically designated for WANIC from source(s) other than those of the full-time participating districts in the Cooperative will be deposited in a separate, discrete account to be used solely for the purposes designated by the donor or granting agency.
 - ix. Funds associated with students participating in WANIC programs will follow said students to the district offering the WANIC program.
 - x. Students participating in WANIC programs are eligible for up to 1.6 FTE state funding. Total student FTE shall not exceed 1.6 FTE. Neither regular education nor WANIC programming may claim more than 1.0 FTE. This applies to students from both member and non-member districts.
 - xi. Member districts agree to comply with the WANIC Policy and Procedures Manual, as approved by the Administrative Council.

e. Provisions Not Covered

Any situations not covered in the foregoing provisions will be resolved by the Administrative Council.

6. Services, Enrollment, and Retention

a. Special education, Section 504, and ancillary services required by or for students enrolling in WANIC programs or courses shall be the responsibility of the resident district.

b. Enrollment

- i. General admission requirements are established by the Administrative Council upon recommendation of the WANIC Director.
- ii. Enrollment of qualified students in the WANIC programs shall be on a first-come, space available basis. Additionally, priority will be given to students from member districts.
- iii. Remaining enrollment opportunities may be used by non-member districts or by non-public schools with the approval of the WANIC Director. Non-member districts must complete an interlocal agreement with WANIC, allowing their students to participate in a WANIC program. Non-public students must enroll in their district of residence, or complete an inter-district transfer process in order to enroll in a WANIC program.
- iv. In addition to regular school-year programs, WANIC member districts may also offer summer school programs with the approval of the administrative council. Said programs must be approved by OSPI, in accordance with the OSPI Guidelines for Summer Programs (developed in conjunction with RCW 28A.245 and WAC 392-121-136). All summer FTE apportionment will be collected by WANIC core campus.

c. Retention

- i. Continuing enrollment of students in WANIC is governed by policies established by the Administrative Council and by policies of the district of residence of the student.

d. Percentage of Enrollment for consortium districts

- i. Estimated number of kids to be served from each district is 3% of 11th and 12th grade students.

7. Resolution of Conflict

A majority vote of the Administrative Council will 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 purposes of resolving the conflict through voluntary mediation in good faith. If the conflict cannot be resolved by the mediation, then the parties agree to appoint the same mediator for a single arbitration session and final resolution. The cost of mediation or arbitration would be borne by the skills center.

8. Withdrawal

It is hereby agreed that any member district may withdraw at any time after the initial ten-year period, pursuant to the following:

- a. In the event that a district requests to withdraw from WANIC, that district will give notice in writing to the Administrative Council no later than October 1 of the fiscal year preceding withdrawal. Upon agreement by the Administrative Council, withdrawal will be effective on September 1, of the next fiscal year.
- b. Land, and/or facility improvements for use as a WANIC branch campus/satellite program will be the property of, and remain with the member district offering the program(s).
- c. Equipment and furnishings, not permanently installed in the branch campus/satellite program facility, purchased by WANIC for use at a WANIC branch campus/satellite program remain the property of the WANIC, or may be purchased by the withdrawing district at a depreciated value.
- d. Equipment and furnishings purchased by the member district hosting the WANIC program remains the property of the member district.

9. Dissolution Provisions

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

- a. Procedures for the dissolution of the operation of WANIC will not be instituted prior to the expiration of ten years from the date of Office of Superintendent of Public Instruction (OSPI) approval was initially given September 1, 2011.
- b. The request for dissolution prior to the expiration of ten years may be approved when in the judgment of the Superintendent of Public Instruction there is substantiation of sufficient cause.
- c. Any plan for dissolution will be submitted to the Superintendent of Public Instruction for review and approval prior to proceeding with dissolution action.

10. Admission of New District

Whenever a new district wishes to become a member of the WANIC cooperative, it shall submit a formal proposal to the Administrative Council.

11. Donations

WANIC programs may receive gifts, cash, equipment or services from any source whatsoever, contingent upon acceptance by the Administrative Council and Host District Board of Directors. Donations must be in conformance with existing law.

12. Amendment

This Agreement may be amended by the Administrative Council.

13. Compliance with Laws

This Agreement shall be interpreted in accordance with the laws of the State of Washington. If any term or condition of this Agreement or application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications of the Agreement, which can be given effect.

IN WITNESS WHEREOF, the parties have executed this contract to be effective as of September 1, 2015.

BELLEVUE SCHOOL DISTRICT NO. 405

by


Dr. Tim Mills,
Superintendent

ISSAQUAH SCHOOL DISTRICT NO. 411

by


Ron Thiele,
Superintendent

LAKE WA SCHOOL DISTRICT NO. 414

by


Dr. Traci Pierce,
Superintendent

MERCER ISLAND DISTRICT NO. 400

by

 *
Dr. Gary Plano,
Superintendent

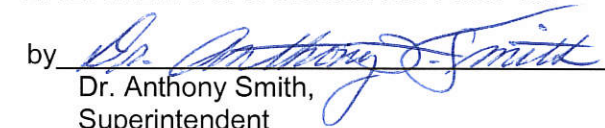
NORTHSHORE SCHOOL DIST. NO. 417

by


Larry Francois,
Superintendent

RIVERVIEW SCHOOL DISTRICT NO. 407

by


Dr. Anthony Smith,
Superintendent

SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410

by


Joel Aune,
Superintendent

* my signature indicates that the Administrative Council
accepted Mercer Island's withdrawal from WaNIC effective
September 1, 2016.

