

**CONTRACTUAL AGREEMENT FOR THE FINANCING AND OPERATION
OF THE PUGET SOUND SKILLS CENTER**

**18010 – 8th Avenue South
Burien, Washington 98148**

Background Information:

This Agreement, updated over the course of the 2022-2023 school year, is an update to the original Contractual Agreement for the Financing and Operation of an Occupational Skills Program, approved by the Office of the Superintendent of Public Instruction in 1970. The original name of the school was the Occupational Skills Center, and it has since been renamed the Sea-Tac Occupational Skills Center and currently, Puget Sound Skills Center. The original participating districts were Highline, Federal Way, and South Central (now Tukwila). Tahoma School District became a member of the consortium in 1998.

This updated Agreement reflects changes in terminology and operating procedures, practices and policies that are relevant to current State CTE standards for operation of a skills center and is inclusive of recommendations made by the Administrative Council and approved by consortium district Boards of Directors.

This Agreement, by and between Highline School District No. 401 (hereinafter referred to as “Host District”) and the following school districts (each hereinafter referred to as “Member District”) provides for the continued operation of the Puget Sound Skills Center (hereinafter referred to as “PSSC”) pursuant to Chapter 28A.245 RCW and WAC 392-600-020 as now or hereafter amended. The host district and the member districts together will be referred to as “Consortium Districts” as listed below:

Federal Way School District No. 210
Tahoma School District No. 409
Tukwila School District No. 406

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

1. Needs and Purpose of Operation

The purpose of PSSC is to provide advanced-level Career and Technical Education (CTE) programs based on rigorous academic and industry standards that prepare students for post-secondary education and successful entry into high-skill, high-demand careers and employment; furthermore, skills center programs provide a broader, deeper course of study that avoids unnecessary duplication of courses that require expensive equipment, technologies, and facilities to operate.

PSSC provides flexibility in operation, which facilitates rapid program adjustments to meet emerging needs in the workforce and emergency situations that may arise within the education system. PSSC programs shall be tuition free with voluntary student enrollment. Programs are necessary for the express purpose of offering educational and career preparation opportunities not otherwise available.

2. Terms of Agreement

The term of this agreement shall be on a fiscal year basis beginning July 1 to be renewed from year to year for a period of not less than ten (10) years from the date in 2023 that all parties (consortium superintendents and board chairs) have signed this updated Agreement.

This Agreement will be reviewed annually by the Administrative Council as a standing agenda item for the first council meeting of the school year.

3. Location of PSSC Facilities

The main site that houses the majority of PSSC programs is located at 18010 – 8th Avenue South, Burien WA 98148.

The Marine Technology program operates at Seahurst Park, 13201 - 16th Avenue Southwest, Burien, WA 98148.

This agreement authorizes approved Skills Center programs to be offered at locations other than the main campus or Marine Science campus when there is opportunity to partner for the benefit of educating and preparing students for relevant, in-demand careers.

4. Student Data Sharing

The member districts agree to share with PSSC all appropriate student data for co-enrolled students as well as provide directory information for all prospective PSSC students as part of program promotional efforts. Each district's Data Sharing Agreement (DSA) will provide for consortium members and PSSC information transfer.

5. Governance Structure of Puget Sound Skills Center:

The Administrative Council of Superintendents (WAC 392-600-010 (4)) is the governing body for operation of Puget Sound Skills Center. Representation on the Administrative Council includes the superintendent of each member district within the skills center consortium—Highline Public Schools, Federal Way Public Schools, Tahoma Public Schools, and Tukwila Public Schools. The Council sets policy for operation of the Skills Center, and each member has an equal vote regardless of their district's percentage of student participation. The Administrative Council, as defined by 392-600-030, shall:

- a. Be charged with receiving and advising on recommendations from Puget Sound Skills Center's Director, staff, member districts, program advisory committees, Strategic Planning Team, School Leadership Team, and General Advisory Council.
- b. Approve CTE program offerings and other programs that may be appropriate for the skills center to stay relevant in preparing students for further education and work i.e., credit retrieval, Advanced Placement. CTE Program 45 courses approved by the Administrative Council will be submitted for approval by the Office of the Superintendent of Public Instruction for Career and Technical Education for vocational enhancement as defined in WAC 392-121-138.

- c. Review and approve staffing levels and budget; and approve the discontinuation of skills center programs that may be proposed by the skills center administration. Staffing and program continuance decisions will be based on historical enrollment data, employment data determined through follow-up studies of program completers, current and projected employment demands in the industry(ies) for which students are being prepared to enter, and other funding sources that may support the program. (Contractual programs will be reviewed and evaluated yearly or according to the contract in place.)
- d. Establish policies and procedures specific and unique to Puget Sound Skills Center.
- e. Be responsible for ensuring that technology and equipment are maintained to maximize student learning and that the facility operates at peak performance through regular maintenance and upgrading when appropriate and necessary.
- f. Advocate for state funding of minor and major capital improvements with the legislature and other potential funders to keep the skills center relevant and operating efficiency. Support the submission by Host District of requests for state capital funding for facility investments in accordance with WAC 392-600-040.
- g. Make recommendations to the Host District (Highline) Superintendent on policies unique to the development and operation of Puget Sound Skills Center. General operating rules and regulations will follow Host District policy and procedures. The Host District Board of Directors has the final authority on all matters concerning Puget Sound Skills Center.
- h. Provide direct services to PSSC that shall include, but not be limited to transportation, special services, ELL support, and other non-core CTE services that may be necessary to support the needs of students enrolled in Puget Sound Skills Center programs.
- i. Annually review and approve the Skills Center budget and amended budget for operation of the skills center as well as the Cooperative/Contractual Agreement for Operation of the Skills Center.
- j. Participate in interview and selection process of skills center administrators upon invitation of the Host District Superintendent.
- k. Attend scheduled meetings of the Council to ensure that the voices of all consortium districts are heard in recommendations, key decisions and policies that may be established or revised.

Meeting protocols include:

- i. Each member of the Administrative Council shall possess one vote in matters coming before the Council. All voting at meetings of the Administrative Council shall be by each member in person and voting by proxy shall not be allowed. In certain situations, however, a superintendent may participate virtually to vote. Three members (3/4) of the Administrative Council shall constitute a quorum. All matters within the authority of the Administrative Council shall be decided by majority vote. PSSC administrators and guests are not voting members, but they can participate in

discussion and offer input/insights to voting members.

- ii. A meeting schedule will be agreed upon at the last Administrative Council meeting of the school year. It is expected that superintendents will attend each scheduled meeting; and, if not enough can do so to represent a quorum, the meeting will be rescheduled.
- iii. The Chair of the Administrative Council will be the Host District Superintendent, with a Vice Chair being a Member District Superintendent. The Skills Center Director will be responsible for coordinating with the Chair to develop meeting agendas and address any issues that may arise throughout the school year. The Vice Chair assumes all responsibilities in the absence of the Chair and undertakes assignments at the request of the Chair. The Vice Chair will serve for two years at which time an election will then occur to determine who serves in this role for the next two year-term.
- iv. When a matter of a confidential nature arises, the Administrative Council may move into executive session during a regular meeting as referenced by RCW 42.30.110 and RCW 42.30.140. A member must first make a motion to move into executive session. Another member must second the motion, after a majority vote in favor, all non-members will leave the meeting room unless requested to attend by the Administrative Council Chair. Superintendents and their designees will conduct the executive session to discuss any confidential matters that pertain to the skills center or its personnel.

Skills Center Administration and Host District Duties, Responsibilities & Qualifications

The Host District (Highline) is a member of the Puget Sound Skills Center consortium, charged with responsibility for planning, administration, operation and fiscal services of Puget Sound Skills Center. It is agreed that the administration of the program finances and facilities of Puget Sound Skills Center shall be vested in the Host District, which will be charged with the responsibility of conducting the career and technical education programs according to the operational rules and procedures prescribed in the Contractual Agreement for Operation of the Skills Center. The Host District will maintain such facilities and provide such career and technical education courses as required to meet the needs of the member districts and the communities it serves. The Host District may charge the Skills Center for indirect costs, not to exceed five percent (5%) of revenue.

The Skills Center Director is an employee of the Host District. As such, the host district Superintendent, or their executive level designee, supervises and evaluates the Director.

Duties, qualifications, and responsibilities of the Director include:

- i. Holds a Washington State Career and Technical Education (CTE) Director Certificate; additionally, a secondary Washington State Principal Certificate is required. Director must also meet other employment requirements set forth by the Administrative Council and the Host District.

- ii. The Director, in collaboration with the PSSC Assistant Administrator is responsible for leading and managing all aspects of the operation of the Skills Center, including but not limited to:
 - a) hiring, supervision and evaluation of staff
 - b) budgeting and finance to include development of projected and amended budgets, grants
 - c) professional development of staff
 - d) coordination with business and industry to ensure relevancy and demand for skills center programs and support for the skills center
 - e) communication with the public and consortium district personnel regarding skills center goals, student achievement and performance data, events, etc.
 - f) marketing and recruitment of students
 - g) maintaining student employment, placement, and follow-up records of program completers
 - h) promoting post-secondary education and career opportunities to student and alumni
 - i) coordination with the CTE Directors in consortium districts to avoid non-duplication of CTE programs and ensure that graduation pathways are in place for students to meet graduation requirements
 - j) and other duties as may be assigned by the Host District and/or recommended by the Administrative Council of Superintendents

Responsibilities of Consortium Districts

- i. As required by WAC 392-600-020, costs of special education, Section 504 and ancillary services are the sole responsibility of the student's resident district. Cost of services provided through the PSSC will be prorated to consortium districts as of October 1 each year.
- ii. All member districts will provide the Skills Center with their participating students' IEP, 504, Health Plan when appropriate, as well as other documents required for enrollment, such as transcript and disciplinary history. Documents must be provided, as requested by the Skills Center administration or Registrar, prior to the student's participation in a skills center CTE program.
- iii. Member districts will provide student/family contact information for rising 9th through 12th graders for the purpose of promoting summer and regular year programming to consortium students.
- iv. Member districts agree to promoting skills center programs as part of their CTE offerings.
- v. Member districts will provide transportation for their students enrolled in skills center programs, for regular year as well as summer sessions.

6. Joint Financing Agreement/Budget

The cost of operating the Skills Center shall be met in the following manner:

- a. State apportionment funds for secondary Career and Technical Education students enrolled in Skills Center programs, including summer session.

- b. Any federal, state, local or private investments or grants received expressly for the Skills Center.
- c. Any additional costs beyond the approved budget amount shall be prorated among all districts in the Agreement according to their percentage of enrolled students over the past three (3) years.
- d. Inter-local FTE agreements with technical colleges or contracts with community partners.
- e. Contingency Funding from the Annual Fund Balance: The annual carryover from the Skills Center operating statement shall be carried forward and be added to the host district's funds balance reserve representing the Skills Center cumulative balance from net operations. The Skills Center Administrative Council will establish an annual target reserve fund balance, preferably in the range of 10%, during the budget approval process. In the event the cumulative net Skills Center fund balance falls below this targeted amount, the Skills Center Administrative Council will develop a plan to restore the negative cumulative fund balance, and the Host District will identify the amount as a Skills Center receivable.

The Skills Center administration shall prepare a preliminary budget covering the proposed operation and financing for submission to the consortium districts by no later than June 15, and a final (amended) budget by no later than October 15 of each school year. The annual budget shall include a line item for:

- a. Provisions for Minor Repair and Renovation Costs—As a condition of receiving an allocation from the state Capital Budget for necessary modifications to the PSSC facility, a separate capital account shall be established by the Operator as a line item in the annual operational budget to pay for future minor repair and renovation costs – projects costing less than forty percent of the current value of the building and not to exceed \$1,000,000 in total costs (1997 OSPI/legislative directive). The line-item account is called Capital Improvements. When the balance may fall below the amount needed for minor repairs and renovation, the cooperating districts agree to contribute to the account by prorating the project costs according to percentage of pupil enrollment by each of the districts. The exact assessment will be determined by the Administrative Council at such time as the Capital Improvements balance is inadequate to meet budgeted minor repair and renovation costs. (Approved by Consortium District Boards of Directors, May 1998)

7. Proration of Cost

Cost of operation of the Skills Center shall be prorated among all Member Districts on current data according to their student enrollment hours in the program as compared to the total annual student enrollment hours of the program.

- a. Student Enrollment Hours – Student enrollment hours are defined as the hours that each student is enrolled and carried on the enrollment register without regard to the actual attendance of the student.
- b. Cost of Operation – Cost of operation is defined as the total cost of operating the Skills Center programs, excluding capital investments. The cost of operation shall be offset by any Federal, State, Local or private allotments and contributions received expressly for the operation of the Program.
- c. State Apportionment – For students enrolled in the Skills Center, State funding shall be in accordance with State law and the rules and regulations of the State Superintendent of

Public Instruction and State Board of Education as they now exist or as hereafter amended. (2022 Amendment: Effective as of the 2018-2019 school year, based on RW 28A.150.260 (13C) and WAC 39-121-11, enhanced funding for skills centers was reduced by 10%, changing FTE calculation to .54 FTE for students attending a regular, half-day instructional program (540 hours). A student attending both high school and a PSSC program may be claimed for a Super FTE of 1.60 FTE if attending for additional instructional hours).

- d. Ownership of Facilities: All properties acquired through construction and equipping of the Skills Center and title thereto, shall be vested in legal ownership of the Host District.

8. Utilization

The Skills Center facility is to be used for the primary purpose of operating skills center-approved CTE programs; as such, the facility can only be made available for a different purpose after the demands of the Skills Center CTE programs are met and when an alternative use does not interfere with the primetime operation of the Skills Center.

Program Scope

- a. CTE Approved Courses:
Only courses which are Washington State Office of the Superintendent of Public Instruction (OSPI) Career and Technical Education (CTE) approved will be operated by the Skills Center unless otherwise approved by the Administrative Council. All Skills Center personnel and programs will meet the requirements of the Washington State CTE Standards for Career and Technical Education, including CTE teacher certification, approved CTE program frameworks that include student leadership and soft skills competencies, and that address specific career preparation skills and strategies.
- b. Academic Competencies and Approved Credits:
Academic competencies are integrated in skills center programs; as such, approved (by the Host District or OSPI) equivalency credit in English Language Arts, Science, Math, Art, Physical Education, and/or Health may be granted. It is expected that consortium districts accept the students' declared and earned equivalency credits as documented on the students' PSSC grade report and communicated to the sending high school registrars and counselors.
- c. Academic Courses:
The Skills Center may offer academic courses for students co-enrolled in a Skills Center CTE program as approved by the Administrative Council for the purpose of obtaining 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.
- d. Student Eligibility for Enrollment
Any student that resides within a consortium district is eligible to attend a Skills Center program if the following criteria are met:
 - i. Regular year program: They are a junior or senior in high school or 16 years of age and meet all enrollment expectations and requirements as outlined in the skills center's application for admission. Students under 16 years of age and recommended

for admission by sending school counselor or administrator will be admitted only with the approval of the Host District Superintendent or their designee.

- ii. Summer school program: They are a rising 9th, 10th, 11th, or 12th grade student.
- iii. Students residing in non-consortium districts will be eligible for enrollment on a space-available basis after consortium students have registered. Enrollment for these students will require an Inter-district Agreement between Highline Public Schools and the non-consortium district.
- iv. No more than seventy percent (70%) of full-time equivalent students served by the skills center may be resident students of the host district per WAC 392-600-050.

e. Services to Students

- i. Individualized Education Plans (IEPs), Section 504 Accommodation Plans, Health Plans, and any other ancillary services that a student may require for participation in a skills center program must be initiated and plans provided by the resident district.
- ii. Skills Center staff (a designated special education teacher/coordinator or specialist and paraeducators and counselor) will coordinate with resident school special education staff to identify and accommodate the needs of special education students as well as ELL students and those on 504 plans. PSSC staff members will be available to participate in IEP meetings as requested by sending school staff.
- iii. Any ADA accommodations that must be made for disabled students will be the obligation of the Host District.
- iv. Non-core (defined as any unrelated CTE curricular service) services that are needed to help students be successful in school will be the primary responsibility of the participating district, with support of the Skills Center as may be appropriate or feasible. Services may include remedial instruction, psychological/psychiatric services, speech and hearing therapy, or health care services or activities.
- v. Each consortium district will contribute funds to support special education staff at the Skills Center. The Skills Center will invoice participating districts on or before October 10 of each school year.

f. Retention

- i. A skills center completer is a student who completes one full year (540 hours) of instruction as defined by OSPI for operation of skills center programs. The skills center admits students for enrollment who agree to this commitment; completers are contacted one, five and ten years after graduating high school to determine impact of their skills center education and training (employment in the same or similar industry as to the program in which they participated, post-secondary education and training, transferable knowledge and skills used in college and career, etc.)
- ii. Students who have successfully completed a program during their junior year will be given priority enrollment for a second year of instruction.

9. Resolution of Conflict

It is mutually agreed hereby that whenever an unresolved issue may arise concerning the operation or program of the Skills Center it shall be referred to mediation as follows:

- a. The matter shall first be presented to the Administrative Council of Superintendents. In the event of failure to agree at that level by majority vote, the matter shall be submitted to a representative mediation committee or unbiased mediator agreed upon by the Council.
- b. If the Administrative Council cannot agree on a representative mediation committee or mediator, the matter will be referred to the Superintendent of Public Instruction for final disposition. The recommendations of the mediation committee, unbiased mediator, or if utilized, the Superintendent of Public Instruction, shall be binding.
- c. The cost of mediation will be prorated among Member Districts.

10. Withdrawal

It is hereby agreed that any member district may withdraw at any time after they have been a member of the consortium for a ten-year period, pursuant to the following:

- a. If a Member District requests to withdraw from the Consortium, such 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. The Host district superintendent or their designee, in consultation with other consortium superintendents, will determine the amount, if any, of withdrawing district's contributions that may be reimbursed.
- c. Equipment and furnishings as well as land purchases shall remain the property of the Host District.

11. Dissolution Provisions

The cooperative operation of PSSC under this Agreement can be dissolved as defined under WAC 392-600-120 only under the following procedures:

- a. Any plan for dissolution will be submitted to the Superintendent of Public Instruction for review and approval prior to proceeding with dissolution action.
- b. Skills centers receiving state funding for construction or major modernization shall not initiate procedures for the dissolution of the operation of a skill center prior to the end of the useful life of the facility or thirty years after the state funded facility's construction completion date, whichever is less.
- c. Requests for dissolution outside the terms of the inter-district cooperative agreement may be approved when, in the judgment of the Superintendent of Public Instruction, there is substantiation of sufficient cause.
- d. In accordance with provisions of WAC 392-600-120 and in the event of dissolution of the Skills Center, all facilities and equipment shall remain the property of the Host District.

12. Admission of New District

Whenever a new school district wishes to become a member of the Skills Center Consortium, it shall submit a letter of request to the Administrative Council of Superintendents and their Boards of Directors. Consideration for becoming a member district will be in accordance with guidelines and procedures established by the Administrative Council, which will include an initial investment in the skills center's capital. The investment amount will be determined based upon value of equipment, technology and facilities required to operate the skills center and other factors such as enrollment capacity for new member district students, agreement to provide transportation for students, and other factors unique to the applicant district or to the skills center. Admission of a new district requires a unanimous vote by the consortium superintendents and final approval by the State Board of Education.

Non-member districts that, over a three-year period, have more than 15 students enrolled in Skills Center programs may be assessed an annual fee for their participation. The amount will be determined by the Administrative Council of Superintendents.

13. Gifts/Donations

The Skills Center may receive gifts, cash, or equipment donations from any source whatsoever, contingent upon acceptance by the Host District, following the proper approval procedures. The Host District will make reasonable efforts to accommodate the intended purpose of this donation but reserves the right to utilize, relocate and/or dispose of the donated item(s) without obligation as specified in Board Policy No. 6114.

14. Non-Discrimination

The skills center 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.

15. Amendment

This Agreement may be amended by a majority vote of the Administrative Council.

16. 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 the month
May 2023

Highline School District No. 401 of King County

Board Chairman
_____, 2023
Date

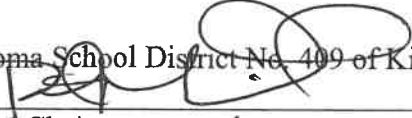
Federal Way School District No. 210 of King County

Board Chairman
_____, 2023
Date

Tukwila School District No. 406 of King County

Board Chairman
_____, 2023
Date

~~Tahoma School District No. 409 of King County~~



Board Chairman *Pete Miller*
6/27/23, 2023
Date

Tahoma School District No. 409

ELECTRONIC DATA SHARING – PROTECTING STUDENT PRIVACY

Data Definition: Data includes all Personally identifiable Information and other non-public information. Data sets include, but are not limited to student data, metadata, and user content.

1. Personally identifiable information (PII) from education records can only be used for organizations conducting studies “for, or on behalf of,” Tahoma School District #409. These studies can only be for the purpose of developing, validating or administering predictive tests; administering student aid programs; or improving instruction.
2. Organizations must limit PII to those with legitimate interests, and conduct terms of agreement in a manner that does not allow PII of parents or students to anyone other than representatives of the organization. All PII must be destroyed at end of contract term and/or within a specified time period.
3. Organizations may use de-identified data, data with all direct and indirect personal identifiers removed. Identifiers can include, but are not limited to name, ID numbers, DOB and school ID’s. Furthermore, Organization agrees not to attempt to re-identify de-identified data and not to transfer to any party unless that party agrees not to attempt re-identification.
4. Organization will not use any data to advertise or market to students or parents in any way. Data may not be used for any purpose other than the specified purpose outlined in agreement.
5. Provider will only collect data necessary to fulfill its terms of agreement and is prohibited from mining Data for any purposes other than those agreed to by both parties.
6. Data cannot be shared with any additional parties without prior written consent by Tahoma School District #409. Tahoma understands that Organization may rely on one or more subcontractors to perform services under this agreement. Organization agrees that all subcontractors are subject to the terms of the contract Addendum A.
7. Organization will ensure that all Data in its possession and in the possession of any subcontractor are destroyed or transferred to Tahoma School District No. 409, under the direction of Tahoma School District No. 409 when the Data are not longer needed. Any Data held by the Organization will be made available to Tahoma School District No. 409 upon request.
8. Both Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the district. This Addendum does not give the Organization any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
9. Organization will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical and technical safeguards to secure Data from unauthorized access, disclosure and use. Organization will have written incident response plan, to include prompt notification to Tahoma School District No. 409 in the event of a privacy incident.