INTERDISTRICT COOPERATIVE AGREEMENT
FOR THE FINANCING AND OPERATION OF
THE PIERCE COUNTY SKILLS CENTER

This Agreement, by and between the following school districts (each hereinafter referred to as "Member District"), provides for the establishment and implementation of the Pierce County Skills Center (hereinafter referred to as "PCSC"):

Bethel School District
Eatonville School District
Fife School District
Franklin Pierce School District
Orting School District
Steilacoom Historical School District
Sumner School District
Tacoma School District
White River School District

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

I. Need and Purpose of Operation

Since 2008, the PCSC has strived to provide students with regional access to comprehensive, industry-defined career and technical programs of study that prepare students for careers, employment, apprenticeships, and post-secondary education. This Agreement is intended to avoid unnecessary program duplication and purchasing of expensive training equipment by individual districts, and to provide flexibility in operation that will facilitate rapid program adjustments and most emergency educational needs as they arise.

II. Terms of Agreement

The term of this Agreement shall be for a period of ten (10) years on a fiscal year basis effective September 1, 2018 through August 31, 2028. The term of this Agreement is subject to the provisions of withdrawal and dissolution herein contained (Paragraphs VIII and IX).

III. Location of Serving Facility

The PCSC core facility is located at 16117 Canyon Road East, Puyallup, Washington 98375. The Governing Board shall have the authority to consider satellite or branch campus sites when/if appropriate. Considerations given by the Governing Board shall include any applicable statutorily or administratively mandated criteria as specified in the Revised Code of Washington

or the Washington Administrative Code, and may include any practical criteria as raised for consideration by the Governing Board.

IV. Membership and Participation

A. A Member District is defined as those districts eligible for full rights, privileges and responsibilities to include full representation on the Governing Board. Districts eligible for and considered to be members as of the signing of this Agreement are: Bethel School District, Eatonville School District, Fife School District, Franklin Pierce School District, Orting School District, Steilacoom Historical School District, Sumner School District, Tacoma Public Schools, and White River School District.

B. The Host District is the Bethel School District, No. 403. The Host District is also a Member District. A Participant District is a school district, private school, or individual public school that is not a Member District as defined in Paragraph IV(A). A Participant District may apply to the Governing Board to allow students to attend PCSC and pay a per student fee as to be determined by the Governing Board, as described in Paragraph VI(A)(3), VI(C)(1)(a), and VI(C)(1)(b).

V. Administrative Structure

A. The Governing Board shall consist of the superintendent or his/her designee from each Member District. The superintendent or his/her designee shall have an equal vote. The PCSC Director will serve as secretary and ex-officio member of the Governing Board.

B. The Governing Board will govern the PCSC under the direction and policies formulated and shall have the following responsibilities:

1. Ensure the Cooperative is operating in a manner consistent with this Agreement and in accordance with the laws and regulations of the State of Washington.
2. Formulate and establish policies and procedures relating to the operation of the PCSC intended to differ from the general operational policies and procedures of the Host District.
3. Receive and act on recommendations from the Member Districts, the PCSC Director, and such advisory committees as might be subsequently established.
4. Review and/or approve rules and regulations concerning the operation of the PCSC.
5. Determine and approve organization and staffing levels of the PCSC.
6. Review and approve course offerings.
7. Determine and approve the slot assignments of students from the Member Districts.
8. Review appropriate information and establish on an annual basis:
    a. An estimate of any operating costs of the program that are not funded from state or federal sources.
    b. Any changes in method of sharing the unfunded costs.

c. Any changes to responsibilities or services to be provided by Member or Participant Districts directly to the PCSC (i.e., transportation, special education, etc.)
d. Member District share value and slot allotment.
e. Participant District share value and slot allotment.
f. Assessments for all districts' share of the SPED Liaison position fee pursuant to the provisions of this Agreement.
g. A calculation of the annual fees/deposits into the Minor Repair and Capital Maintenance Account and any other fund as deemed necessary by law or by the Member Districts.

9. Establish and amend by-laws to govern the Governing Board organization, composition, and conduct.
10. Be responsive to the Director of the PCSC to assist with operational decisions and emergencies.

C. The Host District will have the following responsibilities:
1. Select, supervise, evaluate, and employ the PCSC Director on terms and conditions approved by the Governing Board.
2. Operate and manage the PCSC in accordance with Host District policy and procedures unless the Governing Board specifically addresses an issue in a policy or procedure of the Cooperative.
3. Hire, evaluate, and, if necessary, terminate the employment of employees consistent with the budget, policies and procedures of the Governing Board.
4. Provide support in the areas of personnel, finance, technology support, and special education.
5. Maintain and operate facilities, as funds are available.

D. The Director of the PCSC shall:
1. Develop a budget each year for review and approval by the Governing Board based on minimum projected enrollment figures.
a. The budget shall allow for fluidity of program changes.

E. An Operations Committee shall be maintained to serve as an advisory and coordinating link between participating high schools and the PCSC. Members of the Operations Committee shall consist of representatives from the Member Districts. Representatives may include: Career and Technical Education directors, high school principals, and/or counselors from Member Districts. The Director of the PCSC shall chair the Operations Committee.

F. A General Advisory Council (GAC) shall be maintained to serve as an advisory and coordinating link between the PCSC and the business communities within the Member Districts. Members shall represent both employers and employees, as well as representatives from post-secondary education. Selection and appointment to the GAC

shall be made by the Governing Board. The director of the PCSC shall chair the General Advisory Committee. The GAC shall:

1. Provide information to the Governing Board pertaining to the business atmosphere of the Member District communities and provide advice and recommendations.
2. Make recommendations to the Governing Board concerning budgets, rules, regulations and operational procedures as related to the PCSC.

VI. Description of Joint Financing Arrangement

A. Capital Investment:

1. It is mutually agreed that existing building facilities and equipment have been provided and maintained in accordance with program needs as approved by the Governing Board.
2. Pursuant to RCW 28A.245.100, the Host District shall maintain a separate Minor Repair and Maintenance Capital Account for facilities constructed or renovated with state funding. Member and Participant Districts must make an annual deposit into the account to pay for future minor repair and maintenance costs of those facilities as determined on an annual basis by the Governing Board. The amount of the deposit shall be reviewed annually (See Appendix II) and shall be no less than $50 per student based on the Member and Participant District's averaged student counts from the October and February P223 report.
3. Future capital improvements and major facility equipment purchases shall first by financed through the Minor Repair and Maintenance Capital Account. Any expenses in excess of the Minor Repair and Maintenance Capital Account shall be financed according to a separate plan to be adopted by the Governing Board and submitted to the Board of Directors of the Member Districts in this Agreement for approval. Capital investment funding shall be prorated among all member districts party hereto based on the share value and slot allotments as determined by the Governing Board (see Appendix I).

B. Operational Costs:

1. The cost of operating the PCSC shall be met in the following manner:
    a. State apportionment funds from state support for secondary students enrolled in the PCSC.
    b. All Classified Staffing Units (CLS) and associated benefits generated by, or on behalf of, the PCSC by the host district shall be allocated to the PCSC.
    c. Any federal, state, local, or private allotments, grants, or contract training agreements received expressly for the PCSC (i.e., summer school funds, barrier reduction funds, Perkins).
    d. Any interlocal FTE agreements between PCSC and community and technical colleges.

2. Definition of Terms:
    a. Cost of Operation: Cost of operation is defined to mean the total cost of operating and supporting the PCSC program, but specifically excludes capital investments and major items of equipment.
    b. Student Enrollment Hours: Student enrollment hours are hereby defined to mean the hours for which each student is enrolled and carried on the PCSC register without regard to the actual attendance of students at the PCSC.
    c. State Apportionment Funds: State apportionment funds are those funds paid by the state in support of approved program offerings of the PCSC. For this Agreement, funds shall follow the student to the Host District at a .54 FTE or greater for every slot. This shall apply to students from both Member and Participant Districts.
    d. Slot: A slot is a measure of participation and consists of the equivalent of three (3) consecutive, fifty (50) minute periods of enrollment per 180-day calendar year.
3. Procedures:
    a. An annual program budget shall be developed by the PCSC Director and submitted to the Governing Board for review and approval. If approved, the budget shall be transmitted to the Board of Directors of the Host District for action. A program budget account and format shall be maintained for auditing, accounting, and reporting purposes.
    b. The Host District shall report student enrollment and claim state apportionment up to 1.0 FTE for each student enrolled in the PCSC in accordance with state guidelines, with the PCSC first claiming its share of FTE, followed by the sending Member or Participant District. Students enrolled in both a high school and a skills center may be claimed up to a total of 1.6 FTE based on their enrolled hours. Each student from a Member or Participant District enrolled at PCSC for a three-period session will be counted for apportionment purposes by the Host District for a minimum of .54 FTE (or an FTE percentage in alignment with OSPI) per student. A student may qualify for additional classes from PCSC (i.e., additional program hours, summer school, a second skills center program, academic courses, etc.) Remaining FTE will be allocated based on enrollment hours.
        i. Exceptions to minimum enrollment requirements may be made by a vote of the Governing Board.
        ii. Minimum enrollment exceptions will be reviewed for re-approval by the Governing Board on an annual basis.
    c. Each Member District's entitlement to a percentage of allocation of student slots shall be based on total enrollment in grades 9-12 of the Member Districts

as reported to the Office of the Superintendent of Public Instruction. Exceptions to this distribution may be allowed with the consent of the Governing Board.

d. Unused slots by one Member District may be used by another Member District on a first come, first served basis.

e. If there are remaining slots not used by the Member Districts, they may be used by Participants with approval of the Governing Board. Participant and home school students must enroll in their district of residence or complete an inter-district transfer and enroll in a Host District high school for the time they are attending PCSC.

f. The Host District shall claim any other federal, state, local or private grants or allotments available to the PCSC, including intellectual property and miscellaneous revenue.

g. The Host District shall control, monitor, and audit all financial transactions at the PCSC by following procedures of the State Accounting Manual. The Host District shall identify any additional costs and present the matter to the Governing Board prior to the preparation of the budgets by the Member Districts.

h. The Host District shall charge no more than five percent (5%) of the apportionment dollars received by the PCSC for its operation. This indirect cost will be collected at a time determined by mutual agreement between the Host District and the Governing Board. The Host District will provide the Governing Board with documentation of indirect costs and this amount may be adjusted depending upon the actual experiences of the Cooperative and the Host District on an annual basis. Extraordinary expenses for costs such as attorneys' fees and litigation costs approved by the Governing Board will be paid by the Host District and amortized over a period of time agreed between the Governing Board and the Host District.

i. Transportation costs to and from PCSC for transporting students in district buses shall be borne by the district of student residence.

j. In the case where the approved budget revenue is short by reason of allocated and accepted slots being unused, that portion of the deficiency shall be the responsibility of the Member District or Districts failing to fill their allocated and accepted slots and such responsibility shall be distributed in proportion to the deficiency or deficiencies.

k. Any additional costs beyond the approved budget amount shall be prorated among all districts in the Agreement according to their percentage of allocated student slots in the PCSC. Excess costs shall be defined as costs beyond the State Apportionment funds excluding special capital improvements. Any

additional/excess costs must be made known to Member Districts no later than three (3) months prior to the beginning of the fiscal year in which the additional costs must be paid. The Governing Board may approve additional expenses in the event of an unforeseen circumstance or emergency.

l. Any situations not covered in the foregoing provisions shall be resolved by decision of the Governing Board.

4. Students with Disabilities:

a. The resident district understands, acknowledges, and agrees that it is ultimately the entity responsible for ensuring that the substantive and procedural rights of its students with disabilities are being afforded in a way that complies with all applicable federal and state laws and regulations, including its obligation to provide disabled students with a Free Appropriate Public Education. The resident district also understands, acknowledges, and agrees that it remains solely responsible for the provision of related services to disabled students; including providing or funding the cost of transportation, paraeducator, interpreter, or assistive technology support if the disabled student's IEP or Section 504 plan calls for such services.

b. In order to ensure that the resident district can meet its obligations for students with disabilities who attend the PCSC, PCSC agrees it will:

i. Follow any disabled student's Individualized Education Plan (IEP) or Section 504 Plan when the student is receiving educational services from PCSC, including providing any appropriate accommodations and modifications.

ii. Make a staff member available to participate in an IEP or Section 504 Team Meeting for a disabled student who is or may be attending PCSC when such participation is requested by either the resident district or the parent/adult student (telephonic participation is an acceptable method of participation).

iii. Alert the resident district if the disabled student violates a rule or regulation of the PCSC that will result in the disabled student being excluded from the PCSC, so that the resident district may conduct timely manifestation determination reviews.

iv. Provide information regarding the student's program to the IEP or Section 504 team upon request, including providing information as part of an eligibility evaluation or re-evaluation.

c. The Parties jointly agree that if a claim, complaint, or due process hearing is brought in relation to a disabled student who is attending PCSC that involves the provision of services or actions attributable to one or both parties, the

Parties will confer to discuss the matter and to resolve the responsibility for the defense of the allegations.

C. PCSC Funding for Special Education Liaison/Support Staff:

1. PCSC will employ a SPED Liaison/Support staff position who will coordinate all special education/Section 504 students at the PCSC. The base salary of the SPED Liaison shall be reimbursed to PCSC by the Member and Participant Districts payable based on each member district's actual percentage of special education/Section 504 students as determined by the averaged counts from the October and February P223 report. This assessment shall be payable on or before August 31 of each school year. The remainder of the SPED Liaison's salary will be paid out of the PCSC operating budget. A Participant District that is not a member of the PCSC cooperative that has a student(s) enrolled and attending PCSC Skills Center on a space available basis will:
    a. Pay their share of the Special Education Liaison/Support Staff Fee as defined in Paragraph VI(C)(1).
    b. Pay a fee of $150 per student per year to the PCSC Minor Repair and Capital Maintenance Account as described in Paragraph VI(A)(3) payable on or before August 31 of the current school year.

D. Student Participation at PCSC:

Students from each Member District are eligible to attend PCSC based on each district's share value and slot allotment. The share value and slot allotments shall be updated annually to maintain a five-year rolling slot allotment (see Appendix I).

E. Student Information:

1. The PCSC shall have access to student information of enrolled students from the data resource center of the Member and Participant Districts, including, but not limited to, health records, discipline records, Special Education/504 records or any information pertinent to the student enrollment at the PCSC.
2. Upon request, the PCSC may be provided directory information related to students to the extent allowable under the Family Education Records Privacy Act (FERPA) (see Paragraph VI(B)).

VII. Program Scope, Eligibility and Retention

A. Program:

1. The program or course offerings of PCSC shall be determined by the Governing Board in keeping with the purpose and intent of the PCSC. The Director will identify and recommend potential new programs based on demand as measured by input from advisory committees and needs analysis as performed by industry groups and local/regional workforce and economic development agencies.

2. A feasibility study will be completed prior to the Governing Board approving a course in a new or tentative program area.
3. The PCSC facility may be made available for purposes other than secondary CTE only after the demands of secondary CTE have been met and when the other uses do not interfere with the PCSC's primary mission.

B. Approval of Courses:

Only CTE courses approved by OSPI will be offered by the PCSC. Academic courses may be offered upon approval from the Governing Board. All PCSC personnel and programs shall meet the requirements for CTE as identified by the OSPI and the State Board of Education.

C. Services:

PCSC, in cooperation with the administration and counseling staff in the Member District high schools, shall make adequate provision for the availability of ancillary services. The PCSC shall maintain student employment, placement and follow-up records on all graduates.

D. Student Eligibility:

1. Any student enrolled in a high school of any Member District is eligible to attend the PCSC, subject to the following:
    a. General admission requirements as established by the Governing Board.
    b. Requirements set by the Board of Directors of the district of student residence.
    c. Availability of space according to the number of slots allotted the district of residence of the student. Participant/Homeschool students shall be enrolled on a space-available basis.
    d. A determination of the appropriateness of the placement in the program, including such things as attendance, disciplinary records, grades, progress towards graduation, ability to accommodate special needs, English Language Learners, etc.
2. Academic Courses:

    PCSC may operate academic courses for students co-enrolled in a PCSC CTE program. 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 who is a resident of any district, party hereto, is eligible to attend a PCSC academic course if they meet the following criteria:
        i. The student is co-enrolled in a PCSC CTE program.
        ii. The student has permission of the resident high school, administrator or counselor.
        iii. There is available space in the academic program courses.

3. Dropout Retrieval Programs:

   PCSC may offer or partner in a high school dropout completion program. To avoid competition with other Member District high schools, the dropout program(s) shall be designed as a dropout prevention and retrieval program for at-risk and credit-deficient students or for fifth-year seniors. It is agreed, as defined by RCW 28A.245.070, that PCSC may grant a PCSC Academy High School diploma to dropout program students on behalf of the student's resident district who have met the minimum State Board of Education graduation requirements.

   a. Dropout Program Student Eligibility: Any student who is a resident of any Member/Participant District, party hereto, is eligible to attend the dropout program if they meet the following criteria:

      i. The student is a high school dropout under the age of 21, a fifth-year senior, a credit deficient student, or an at-risk student.

      ii. The student is co-enrolled in a PCSC CTE program.

      iii. The student has permission from the resident high school district.

      iv. Availability of space in the dropout program, provided the total number of enrolled students from any one Member/Participant district is less than 50 percent of the total number of student enrolled in the dropout program to ensure equal opportunities exist for students to attend from each Member/Participant District.

4. Summer School:

   a. PCSC is authorized to offer summer school when state funding is available. The purpose of summer school is to:

      i. Provide opportunities for students to attend approved CTE programs that are aligned with PCSC yearlong programs.

      ii. Promote CTE and skills center programs.

      iii. Enhance employability and industry-ready skills.

      iv. Support the individual student's High School and Beyond plan where students earn high school credits that meet graduation requirements.

      v. Reduce barriers for students by providing access to PCSC programs through flexibility in scheduling and location, i.e., satellite programs.

         1. 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. PCSC may continue to serve a graduated senior until the end of the school year (August 31) for completion of their industry certification program.

E. Retention:

   Continued enrollment of students in the PCSC shall be governed by policies established by the Governing Board and by policies of the district of residence of the student.

F. Skills center branch campuses and skills center satellite programs:

1. A branch campus of PCSC is a facility or site which provides three or more skills center programs at a location other than the core skills center campus and is in compliance with OSPI rules and regulations that govern skills centers and CTE education programs. A skills center branch campus will offer skills center programs that are either provided directly by PCSC or through a contractual service at a location other than the core skills center.
    a. PCSC, as stipulated in WAC 392-600-100 (branch campuses) or 392-600-110 (satellite campuses), must request approval from OSPI for operation of a branch/satellite campus.
2. A branch campus shall:
    a. Develop a cooperative agreement with the participating school districts.
    b. The superintendent or designee of the branch campus district shall sit on the PCSC Governing Board as a non-voting member, unless the host district is an existing Member District.
    c. Develop a Governing Board consisting of the superintendents of each of the branch campus cooperative school districts.
    d. Develop an interlocal agreement between the host district of PCSC (Bethel School District) and the host district of the branch campus.
    e. Pay a fee to PCSC for consulting for operations and monitoring for compliance with skills center rules and regulations and with accountability compliance to the interlocal agreement.
    f. Comply with all accountability measures, including OSPI accounting and operational rules, OSPI skills center rules, OSPI CTE standards, approval of new CTE programs, and financial stability monitoring.
3. PCSC shall:
    a. Provide advice on the operation of the branch campus.
    b. Assure compliance with skills center rules and CTE rules.
    c. Report and collect the state FTE apportionment and be fiscally responsible for the operation of the branch campus.
    d. The Director of PCSC shall sit on the Governing Board of the branch campus as a non-voting member.

G. Skills Center Satellite Programs:

1. A skills center satellite is a skills center program that is either provided directly by PCSC or through a contractual service at a location other than the main skills center campus.
2. A skills center satellite program may be operated by a third party through a contractual agreement.

3. PCSC satellite programs must comply with skills center rules and regulations and CTE standards.
4. A required annual contractual agreement will define the fiscal and liability responsibility of PCSC and of the contractor.

H. Outside Assistance:

PCSC may receive assistance from other sources provided no conflict of interest or residual obligations exist.

VII. Resolution of Conflict

A. Mediation:

A majority vote of the Governing Board shall govern in all matters. In the event a majority vote cannot be reached by the Governing Board on an issue requiring resolution, the matter shall be referred to a mutually acceptable third party mediator for final resolution. If the matter cannot be resolved there, it will be referred to the Superintendent of Public Instruction.

B. Due Process Procedures:

Due process procedures shall be established by the Governing Board; and shall be covered in the Governing Board Cooperative Agreement by-laws.

VIII. Withdrawal

A. It is hereby agreed that any Member District may withdraw at any time.

B. In the event that a district desires to withdraw from the PCSC, such district desiring withdrawal shall give notice in writing to all Member Districts no later than October 1 of the fiscal year preceding withdrawal, said withdrawal to be effective on September 1 of the next succeeding fiscal year.

C. The other Member Districts and the State Board of Education must approve the application for withdrawal.

D. If a participating district withdraws from PCSC, no reimbursements will be due to the withdrawing district.

E. Land, improvements, equipment purchased and all other financial interests of the PCSC shall be the property of and remain with the Host District.

IX. Dissolution Provisions

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

A. WAC 180-31-040 provides that (1) Procedures for the dissolution of the operation of the school plant facilities under an inter-district cooperative plan shall not be instituted prior to the expiration of the term period of ten years after the date of State Board of Education approval of the financial plan for the construction of such facilities:

PROVIDED, that a request for dissolution prior to the expiration of ten years may be approved when in the judgment of the State Board of Education there is substantiation of sufficient cause.

B. Any plan for dissolution, as described in IX(A) above, shall be submitted to the State Board of Education for review and approval prior to proceeding with dissolution action.

C. Upon dissolution of the Cooperative, the real property and attachments thereto will be the property of the Host District.

X. Admission of New District

A. Whenever a new school district wishes to become a PCSC Member District and have students attend PCSC, it shall submit a formal request to the Governing Board based on approved guidelines and procedures as established by the Governing Board.

B. Upon receipt of the request, the Governing Board must review the application and determine acceptance of the Applicant District into the Cooperative based on approved guidelines and procedures established by the Governing Board.

C. Applicant Districts will be charged an entry fee based on the district's 9th-12th grade annualized enrollment for the previous five (5) years. The fee will be assessed based on the following:

District Size	AAFTE (Previous Five Years)	Entry Fee
Small	Under 4,000	$2,000.00
Medium	4,501-9,999	$4,000.00
Large	10,000 & Above	$8,000.00

D. Applicant Districts approved as new Member Districts shall be subject to all of the terms and conditions contained within this Agreement as they pertain to Member Districts.

XI. Gifts

The PCSC program may receive gifts, cash, equipment or services contingent upon acceptance by the Governing Board.

XII. Insurance

PCSC shall at all times during the term of this Agreement, at its cost and expense, carry and maintain general public liability insurance, including contractual liability and professional liability and/or malpractice liability coverage when appropriate, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the PCSC or its officers, agents, representatives, assigns or servants. The limits of liability insurance shall cover such claims as may be caused by any act, omission, or negligence of the PCSC or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the Host District,

with the approval of the PCSC (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	$1,000,000.00
Aggregate	$2,000,000.00

Each Member District shall provide PCSC and the Host District a certificate of insurance naming the Host District as an additional insured. The limits of liability insurance shall not be less than follows:

Each Occurrence	$10,000,000.00
Aggregate	$20,000,000.00

The $10,000,000.00 minimum will apply to the following: General Liability, Directors and Officers, Educators Legal/Professional Liability, and Sexual Misconduct.

XII. Non-Discrimination

All parties shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the Host District and the PCSC. The PCSC does not discriminate in any programs or activities on the basis of race, creed, color, religion, national origin, age, sex, veteran or military status, marital status, sexual orientation, gender expression or identity, pregnancy, disability, or the use of a dog guide or trained service animal (a service animal is a dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability). Accordingly, no person shall be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the parties and their agents under this Agreement. Harassment on the basis of any of the foregoing conditions is strictly prohibited. Each party shall notify the other party's chief executive officer or designee immediately of any decision by a local, state or federal agency, court or jury that it violated a law, regulation or ordinance prohibiting discrimination. In the event of a party's noncompliance or refusal to comply with this nondiscrimination provision, this Agreement may be rescinded, cancelled or terminated in whole or part, and the party may be declared ineligible for further contracts with the other party.

XIII. Severability

If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

XIV. Waiver

Failure by any party to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any parties right to demand strict performance of that or any other provision of this Agreement any time thereafter.

XIII. Amendment

This Agreement may be amended by approval of 60% of all Member Districts in the cooperative.

XIV. Joint Resolutions

Resolutions by the proposing district and Member Districts have been duly consummated, and by this reference and attachment are made a part of this Agreement.

Pierce County Skills Center Interdistrict Cooperative Agreement – Appendix I

Share Value and Slot Distribution

2018-19

District	2013-2017 Average Grades 9-12	% of Base	# of Allocated Slots
Bethel	5,519	22%	137
Eatonville	625	2%	16
Fife	1,018	4%	25
Franklin Pierce	2,296	9%	57
Orting	730	3%	18
Steilacoom	875	3%	22
Sumner	2,954	12%	74
Tacoma	7,718	31%	192
University Place	1,838	7%	46
White River	1,487	6%	37
Total	**25,061**	**100%**	**624**

Pierce County Skills Center Interdistrict Cooperative Agreement – Appendix II

Minor Repair and Maintenance Capital Account – Annual Fee

The Minor Repair and Maintenance Capital Account annual fee will be assessed at $50.00 per enrolled student for the 2018-19 school year (Paragraph VI(A)(2)).

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

Superintendent Date Bethel School District	Superintendent Date Steilacoom Historical School District
Superintendent Date Eatonville School District	Superintendent Date Sumner School District
Superintendent Date Fife School District	Superintendent Date Tacoma School District
Superintendent Date Franklin Pierce School District	Superintendent Date White River School District
Superintendent Date Orting School District	

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

Superintendent Date Bethel School District	Superintendent Date Steilacoom Historical School District
6/13/18 Superintendent Date Eatonville School District	Superintendent Date Sumner School District
Superintendent Date Fife School District	Superintendent Date Tacoma School District
Superintendent Date Franklin Pierce School District	Superintendent Date White River School District
Superintendent Date Orting School District	

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

Superintendent Date Bethel School District	Superintendent Date Steilacoom Historical School District
Superintendent Date Eatonville School District	Superintendent Date Sumner School District
Superintendent Date Fife School District	Superintendent Date Tacoma School District
Superintendent Date Franklin Pierce School District	Superintendent Date University Place School District
Superintendent Date Orting School District	Superintendent Date White River School District

11/14/18

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

Superintendent Date Bethel School District	Superintendent Date Steilacoom Historical School District
Superintendent Date Eatonville School District	Superintendent Date Sumner School District
Superintendent Date Fife School District	Superintendent Date Tacoma School District
Superintendent 6/19/18 Date Franklin Pierce School District	Superintendent Date White River School District
Superintendent Date Orting School District	

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

Superintendent Date Bethel School District	Superintendent Date Steilacoom Historical School District
Superintendent Date Eatonville School District	Superintendent Date Sumner School District
Superintendent Date Fife School District	Superintendent Date Tacoma School District
Superintendent Date Franklin Pierce School District	Superintendent Date White River School District

Mary J Shepard 6.8.18

Superintendent Date
Orting School District

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

_____	K Weight 5-24-18
Superintendent Date	Superintendent Date
Bethel School District	Steilacoom Historical School District
_____	_____
Superintendent Date	Superintendent Date
Eatonville School District	Sumner School District
_____	_____
Superintendent Date	Superintendent Date
Fife School District	Tacoma School District
_____	_____
Superintendent Date	Superintendent Date
Franklin Pierce School District	White River School District
_____	
Superintendent Date	
Orting School District	

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

Superintendent Date Bethel School District	Superintendent Date Steilacoom Historical School District
Superintendent Date Eatonville School District	Superintendent Date Sumner School District 8/15/18
Superintendent Date Fife School District	Superintendent Date Tacoma School District
Superintendent Date Franklin Pierce School District	Superintendent Date White River School District
Superintendent Date Orting School District	

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

Superintendent Date Bethel School District	Superintendent Date Steilacoom Historical School District
Superintendent Date Eatonville School District	Superintendent Date Sumner School District
Superintendent Date Fife School District	Carla Santos 7/18/18 Superintendent Date Tacoma School District
Superintendent Date Franklin Pierce School District	Superintendent Date White River School District
Superintendent Date Orting School District	

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

Superintendent Date Bethel School District	Superintendent Date Steilacoom Historical School District
Superintendent Date Eatonville School District	Superintendent Date Sumner School District
Superintendent Date Fife School District	Superintendent Date Tacoma School District
Superintendent Date Franklin Pierce School District	Superintendent Date University Place School District
Superintendent Date Orting School District	Superintendent Date White River School District

RESOLUTION APPROVAL BY BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED that the following school districts hereby approve the *INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE PIERCE COUNTY SKILLS CENTER*

Superintendent Date Bethel School District	Superintendent Date Steilacoom Historical School District
Superintendent Date Eatonville School District	Superintendent Date Sumner School District
Superintendent Date Fife School District	Superintendent Date Tacoma School District
Superintendent Date Franklin Pierce School District	Janel Keating Hambley 5/23/2018 Superintendent Date White River School District
Superintendent Date Orting School District	