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INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE NORTHWEST CAREER & TECHNICAL ACADEMY, A WASHINGTON STATE SKILLS CENTER

This Agreement by and between the following school districts (each hereinafter referred to as "Member District") and community colleges provides for the operation of the Northwest Career & Technical Academy, a Washington State Skills Center (hereinafter referred to as the "NCTA").

Anacortes School District No. 103
Bellingham School District No. 501
Burlington-Edison School District No. 100
Concrete School District No. 011
La Conner School District No. 311
Meridian School District No. 505
Mount Vernon School District No. 320
Sedro-Woolley School District No. 101
Skagit Valley College

This Agreement dated June 14, 2023 amends the September 1, 2009 agreement establishing the NCTA. It is agreed by and among the several parties hereto as follows;

I. Needs and Purpose of Operation

The NCTA was established to provide education in career and technical education areas through a wider curriculum offering. The NCTA will not restrict local program development, but will avoid unnecessary duplication of courses and expensive training equipment. It is further desired to provide flexibility in operation which will facilitate rapid program adjustments and meet emerging educational needs as they arise.

II. Terms of Agreement

The term of this Agreement shall be for ten years on a fiscal year basis beginning September 1, 2019, the date the State Board of Education recognized the Inter-District Cooperative Agreement for the financing and operation of the NCTA, and is subject to the provisions for amendment, withdrawal, or dissolution contained herein.

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III. Location of Serving Facility

The NCTA main campus is located at 2205 West Campus Place, Mount Vernon, Washington, on land leased from Skagit Valley College. The Anacortes campus is located at 1606 R Avenue, Anacortes, Washington, on land leased from the Port of Anacortes. Two satellite campuses are used through connection with the Meridian and Sedro-Woolley School Districts. Because of the potential length of the travel time for students in this area, the Administrative Council shall consider satellite sites when appropriate. (See lease agreements).

IV. Administrative Structure

A. Administrative oversight of NCTA shall be provided by the NCTA Administrative Council, which will consist of the Superintendent or his/her designee from each member district and the President or his/her designee from the Skagit Valley College. Each member of the Council shall have an equal vote. The NCTA director will serve as secretary and ex-officio member of the Administrative Council.

B. Mount Vernon School District, known as the Fiscal Management Agency, shall manage the NCTA under the direction and policies formulated by the Administrative Council. In the absence of such direction and policies and to the extent not inconsistent with the terms of this Agreement, general operating rules and regulations shall follow Mount Vernon School District policies and procedures. The fiscal agent will have responsibility for human resource functions unless the staff is under contract with another agency or school district.

C. The Administrative Council will be responsive to the director of the NCTA to assist with the operational decisions and emergencies.

D. The Administrative Council will govern the NCTA under the direction and policies formulated and shall have the following responsibilities:

1. Insure that the cooperative is operating in a manner consistent with this Agreement.
2. Formulate and establish policy relating to the operations of the Skills Center.
3. Receive and act on recommendations from the member districts, the NCTA director and such advisory committees as might subsequently be established.
4. Review and/or approve rules and regulations concerning operations of the NCTA.
5. Determine organization and staffing levels of the NCTA.

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6. Select, supervise and annually evaluate the NCTA director.
7. Review and approve course offerings.
8. Determine the slot assignments of students from the Member Districts.
9. Establish and amend by-laws to govern Administrative Council organization, composition and conduct.

E. A General Advisory Council (GAC) shall be created to serve as an advisory and coordinating link between the NCTA and the business communities within the Member Districts. GAC members shall represent both employers and employees. Selection and appointment to the GAC shall be made by the Administrative Council.

V. Description of Joint Financing Arrangement

A. Capital Investment

It is hereby mutually agreed that the Member Districts shall provide the necessary building facilities and equipment in accordance with an asset preservation program compliant with WAC 293-347-023.

Future capital improvements and major equipment purchases shall be financed according to a separate plan which was adopted by the Administrative Council in May 2014 and submitted to and approved by the Boards of Directors of the Member Districts in this Agreement (See Attachment A).

B. Operational Costs

1. The cost of operating the NCTA may be met in the following manner:
    a. State apportionment funds from state support for secondary vocational students enrolled in the NCTA.
    b. Any federal, state, local or private allotments, grants, or contract training agreements received expressly for the NCTA.
    c. Any federal or state special purpose allotments or grants received by Member Districts.
    d. Any interlocal FTE agreements with community or technical colleges.
2. Definition of Terms
    a. Cost of Operation: Cost of operation is defined to mean the total cost of operating the NCTA 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 NCTA

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register without regard to the actual attendance of students at the NCTA.

c. State Apportionment Funds: State apportionment funds are those funds paid by the state in support of approved program offerings of the NCTA. Students enrolled in both a high school and the NCTA may be claimed for up to a total of 1.6 FTE basedon their enrolled hours. Both the NCTA and the student's resident district are limited to claiming a maximum of 1.0.

d. Slot: A slot is a measure of participation and consists of 540 hours of enrollment over a period of 180 days.

3. Procedures

a. An annual program budget shall be developed by the NCTA Director and submitted to the Administrative Council for approval.When approved, the budget shall be transmitted to the Board ofDirectors of the Mount Vernon School District for action. Aprogram budget account and format shall be maintained f o r auditing, accounting and reporting purposes.

b. The NCTA budget shall be developed and staffed based on minimum projected enrollment figures and for fluidity of program changes.

c. The Administrative Council targets a goal of ten percent (10%) of the current expenditures to address potential general fund needs and maintain an acceptable and adequate minimum fund balance for NCTA Operations.

d. Mount Vernon School District shall report enrollment and claim state apportionment based on the state allocation for each student enrolled inthe NCTA in a 540-hour instructional program. When NCTA also serves a student in academic courses not qualifying for career and technical education funding, the Academy shall ensure that thestudent's combined FTE reported for state funding does not exceed 1.6 FTE

e. In the case where the approved budget revenue is short, NCTA's ending fund balance will be used to meet the budget short fall.

f. If the ending fund balance falls below zero, the short fall will be shared among all Member Districts according to their percentage of student size and participation in the NCTA unless the Administrative Council determines otherwise.

g. The Mount Vernon School District shall claim any other federal, state, local or private grants or allotments available to the NCTA.

h. The Mount Vernon School District shall control, monitor and audit all

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financial transactions of the NCTA by following procedures of the State of Washington Accounting Manual for School Districts and report monthly to the Administrative Council on the financial status of the NCTA. When possible, the Mount Vernon School District shall identify any additional costs and present the matter to the Administrative Council no later than May 31, prior to preparation of the budgets by the Member Districts.

i. The Mount Vernon School District shall be paid not less than five percent (5%) of the apportionment dollars expected by the NCTA for its services as Fiscal Management Agency. This indirect cost will be reimbursed to the Mount Vernon School District through the apportionment process.

j. Transportation costs for transporting students to and from the NCTA in district buses shall be borne by the district of student residence. Special education costs and services related to a student's enrollment to the NCTA are the responsibility of the student's school district.

4. Employment

   a. The Mount Vernon School District will employ the Director of the NCTAin accordance with Mount Vernon School District's policies and procedures and as authorized by the budget approved by the Administrative Council.

   b. Hiring agencies for NCTA are responsible for paying salaries and mandatory costs of employment.

   c. Criminal record checks, in accordance with Chapter RCW 28A.400 300 section of *Hiring and Discharge* will be performed for all adults acting as an employee on behalf of NCTA who have regularly unsupervised access to students, will be performed prior to their access to supervising students.

5. Special Education Funding

   Consortium districts will contribute a portion of funding to support a special education support coordinator for NCTA (See Attachment B)

6. Student Records

   In accordance with the CDC, FERPA allows schools to disclose information from a student's education record, without parental consent, to the following

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parties or under the following conditions:

- School officials with legitimate educational interest
- Other schools to which a student is transferring

Schools and districts will share student information and records in service of the student with NCTA. NCTA will ensure all records are stored in accordance with district policy.

7. Shared Transportation

   At times it is a benefit between consortium members to permit transportation of students from other consortium districts on behalf of student participation of NCTA. Consortium members will work collaboratively to access the availability of shared transportation.

8. Provisions Not Covered

   Any situations not covered in the foregoing provisions shall be resolved by decisions of the Administrative Council.

VI. Program Scope, Eligibility and Retention

A. Program

The program or course offerings of the NCTA shall be determined by the Administrative Council. Areas in which new courses may be offered will be first examined through a feasibility study.

The NCTA facilities may be made available for purposes other than secondary career and technical education only after the demands of secondary career and technical education are met and when the other uses do not interfere with NCTA operations.

B. Approval

The program and course offerings of the NCTA shall be determined by the Administrative Council. The NCTA's career and technical education program shall consist of career and technical courses approved by the state of Washington.

C. Services

Pursuant to WAC 392-600-020 (10), Member Districts shall be responsible for all ancillary services for students who reside in their district, including but not limited to transportation, special education, and other noncore skill center needsof the students.

D. Eligibility

Any student enrolled in a high school of any Member District, is eligible to attend the Skills Center, subject to the following:

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1. General admission requirements as established by the Administrative Council,
2. Requirements set by the Board of Directors of the district of student residence, and,
3. Availability of space

E. Retention

Continued enrollment of students in the NCTA shall be governed by policies established by the Administrative Council.

VII. Resolution of Conflict

A majority vote of the Administrative Council shall 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 final resolution. If the matter cannot be resolved there, it will be referred to the Superintendent of Public Instruction.

VIII. Withdrawal

It is hereby agreed that any Member District or Skagit Valley College may withdraw at any time after the initial ten-year period provided it shall be done on an orderly basis and pursuant to the following:

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

B. Land, improvements and equipment purchased for the NCTA shall be the property of and remain with the NCTA.

IX. Dissolution Provisions

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

A. 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 ten years after the date of State Board of Education approval of the financial plan for the construction of such facilities; provided, however, 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 sufficient cause

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B. Any plan for dissolution in paragraph A. above shall be submitted to the State Board of Education for review and approval prior to proceeding with dissolutionaction.

X. Admission of New District

Whenever a new district wishes to become a member of the NCTA or to buy slots by way of payment of a share of the capital investment, it shall submit to the AdministrativeCouncil a formal proposal based on approved guidelines and procedures established by the Administrative Council.

XI. Gifts

The NCTA may receive gifts, cash, equipment, or services from any source whatsoever, contingent upon acceptance by the Administrative Council and, where applicable, approval of the Board of Directors of the Mount Vernon School District.

XII. Amendment

This Agreement may be amended by agreement of all Member Districts party hereto.

XIII. Joint Resolutions

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

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ATTACHMENT A

CAPITAL MAINTENANCE ACCOUNT CONTRIBUTIONS BY CONSORTIUM DISTRICTS
(per WAC 392-600-040)

CAPITAL MAINTENANCE ACCOUNT	YEARLY CONTRIBUTION
Large Size District >6,000	
• Mount Vernon	$5,000
• Bellingham	$5,000
Medium Size District 1,000 - 6,000	
• Anacortes	$3,000
• Burlington-Edison	$3,000
Small Size District < 1,000	
• Concrete	$1,000
• La Conner	$1,000
YEARLY TOTAL	$18,000

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ATTACHMENT B

SPECIAL EDUCATION COORDINATION ACCOUNT
CONTRIBUTIONS BY CONSORTIUM DISTRICTS

Consortium districts will contribute a portion of funding to support a special education support coordinator for NCTA. This coordinator's duties will be:

- Primarily responsible for the development, implementation and ongoing improvement of support services for SPED students enrolled at NCTA
- Screen SPED student applications and IEPs to assure appropriate placements into NCTA programs and to communicate with and meet with IEP teams prior to enrollment
- Communicate and provide direction and coaching, for NCTA teachers regarding the SPED students in their classes and the specific support needs of each student.
- Provide leadership and provide direct support to teachers to modify instructional lessons to meet learning goals and accommodations required for each SPED student and to adapt the lessons to meet the developmental needs of each student
- Monitor student progress on a periodic basis and provide immediate interventions and support when students do not meet progress expectations. This includes weekly behavior checks for students who have behavior concerns indicated on their IEP as well as attendance, assignment completion and grades
- Communicate regularly with IEP support teachers in home districts to provide progress reports and to coordinate for specific district-provided support or assistance individual students need to meet learning goals

Each consortium district will contribute funds to support this position based on a rounded proportion of their 3-year average enrollments from 2018-2019 through 2020-21 as indicated in the table below:

District	3 Year Avg.	Annual Contribution
Anacortes	8.8%	$8,800
Bellingham	13.3%	$13,300
Burlington-Edison	16.6%	$16,600
Concrete	1.1%	$1,100
La Conner	4.5%	$4,500
Meridian	3.5%	$3,500
Mount Vernon	23.6%	$23,600
Sedro-Woolley	28.6%	$28,600
Total	100%	$100,000

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RESOLUTION APPROVAL BY NCTA ADMINISTRATIVE COUNCIL

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[redacted]
7/17/2023 | 8:37 AM PDT
Superintendent, Anacortes School District No. 103 — Date

DocuSigned by:
[redacted]
8/21/2023 | 10:17 AM PDT
Superintendent, Bellingham Public Schools No. 501 — Date

DocuSigned by:
[redacted]
7/17/2023 | 10:49 AM PDT
Superintendent, Burlington-Edison School District No. 100 — Date

DocuSigned by:
[redacted]
7/27/2023 | 7:36 PM PDT
Superintendent, Concrete School District No.11 — Date

DocuSigned by:
[redacted]
7/7/2023 | 1:02 PM PDT
Superintendent, La Conner School District No. 311 — Date

Superintendent, Meridian School District No.505 — Date

DocuSigned by:
[redacted]
7/18/2023 | 5:08 PM PDT
Superintendent, Mount Vernon School District No.320 — Date

Superintendent, Sedro-Woolley School District No. 101 — Date

DocuSigned by:
[redacted]
7/8/2023 | 11:14 AM PDT
President, Skagit Valley College — Date