

INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE WHATCOM COUNTY SKILLS CENTER, 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 Whatcom County Skills Center, a Washington State Skills Center (hereinafter referred to as the "WCSC").

Bellingham School District
Blaine School District
Ferndale School District
Lynden School District
Meridian School District
Nooksack Valley School District
Mount Baker School District

This Agreement dated May 1, 2025 establishes the WCSC to begin operating during the 2026-27 school year. It is agreed by and among the several parties hereto as follows.

I. Needs and Purpose of Operation

The WCSC was established to provide education in career and technical education areas through a wider curriculum offering. The WCSC 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 July 1, 2026, the date the Office of Superintendent of Public Instruction (OSPI) recognizes the Inter-District Cooperative Agreement for the financing and operation of the WCSC, and is subject to the provisions for amendment, withdrawal, or dissolution contained herein. This agreement will be reviewed annual by the Administrative Council.

III. Location of Serving Facility

The WCSC main campus is located temporarily at 214 West Laurel Road, Bellingham, Washington. It will move to a permanent location on the Guide Meridian, Bellingham, Washington, when funding is provided by the Washington State Legislature and construction is completed, currently slated for the 2027-2029 biennium.

IV. Administrative Structure

- A. Administrative oversight of WCSC shall be provided by the WCSC Administrative Council, which will consist of the Superintendent or his/her designee from each member district. Each member of the Council shall have an equal vote. The WCSC director will serve as secretary and ex-officio member of the Administrative Council. To avoid conflicts of interest, the host district Superintendent may not serve as the Administrative Council Chair.
- B. Meridian School District, known as the Fiscal Management Agency, shall manage the WCSC 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 Meridian 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 WCSC to assist with the operational decisions and emergencies.
- D. The Administrative Council will govern the WCSC under the direction and policies formulated and shall have the following responsibilities:
 - 1. Ensure 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 WCSC Director and such advisory committees as might subsequently be established.
 - 4. Review and/or approve rules and regulations concerning operations of the WCSC.
 - 5. Determine organization and staffing levels of the WCSC.
 - 6. Select, supervise and annually evaluate the WCSC director.
 - 7. Review and approve course offerings.
 - 8. Determine the slot assignments, if applicable, 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 WCSC 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

CAPITAL MAINTENANCE ACCOUNT	YEARLY CONTRIBUTION
Large Size District >6,000	
<ul style="list-style-type: none"> Bellingham School District 	\$4,000
Moderate Size District >1,000 – 5,999	
<ul style="list-style-type: none"> Blaine School District Ferndale School District Lynden School District Meridian School District Mount Baker School District Nooksack Valley School District 	\$3,000 \$3,000 \$3,000 \$3,000 \$3,000 \$3,000
Small Size District < 999	
<ul style="list-style-type: none"> 	\$2,000
YEARLY TOTAL	\$22,000

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 compliant with WAC 392-600-040.

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

B. Operational Costs

1. The cost of operating the WCSC may be met in the following manner:
 - a. State apportionment funds from state support for secondary vocational students enrolled in the WCSC.
 - b. Any federal, state, local or private allotments, grants, or contract training agreements received expressly for the WCSC.
 - 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 WCSC 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 WCSC register without regard to the actual attendance of students at the WCSC.
 - c. State Apportionment Funds: State apportionment funds are those funds paid by the state in support of approved program offerings of the WCSC. Students enrolled in both a high school and the WCSC may be claimed for up to a total of 1.6 FTE based on their enrolled hours. Both the WCSC and the student's resident district are limited to claiming a maximum of 1.0 FTE.
 - 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 WCSC Director and submitted to the Administrative Council for approval. When approved, the budget shall be transmitted to the Board of Directors of the Meridian School District for action. A program budget account and format shall be maintained for auditing, accounting and reporting purposes.
 - b. The WCSC 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 WCSC Operations.
- d. Meridian School District shall report enrollment and claim state apportionment based on the state allocation for each student enrolled in the WCSC in a 540-hour instructional program. When WCSC also serves a student in academic courses not qualifying for career and technical education funding, the Academy shall ensure that the student's combined FTE reported for state funding does not exceed 1.6 FTE
- e. In the case where the approved budget revenue is short, WCSC's ending fund balance will be used to meet the budget shortfall.
- f. If the ending fund balance falls below zero, the shortfall will be shared among all Member Districts according to their percentage of student size and participation in the WCSC unless the Administrative Council determines otherwise.
- g. The Meridian School District shall claim any other federal, state, local or private grants or allotments available to the WCSC.
- h. The Meridian School District shall control, monitor and audit all financial transactions of the WCSC 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 WCSC. When possible, the Meridian School District shall identify any additional costs and present the matter to the Administrative Council no later than March 31, prior to preparation of the budgets by the Member Districts.
- i. The Meridian School District shall be paid not less than five percent (5%) of the apportionment dollars expected by the WCSC for its services as Fiscal Management Agency. This indirect cost will be reimbursed to the Meridian School District through the apportionment process.
- j. Transportation costs for transporting students to and from the WCSC in district buses shall be borne by the district of student residence.
- k. Special education costs and services related to a student's enrollment to the WCSC are the responsibility of the student's school district.

4. Employment

- a. The Meridian School District will employ the Director of the WCSC in accordance with Meridian School District's policies and procedures and as authorized by the budget approved by the Administrative Council.
- b. Hiring agencies for WCSC 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 WCSC 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 WCSC (See Attachment A)

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 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 WCSC. WCSC 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 WCSC. 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 WCSC shall be recommended by the WCSC Director with approval by the Administrative Council. Areas in which new courses may be offered will be first examined through a feasibility study.

The WCSC 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 WCSC operations.

B. Promotional Access

Consortium districts agree to promote and support WCSC programming and enrollment, including and not limited to providing contact information, promotion of open houses, hosting information sessions and summer school opportunities.

C. Approval

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

D. 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 non-core skill center needs of the students.

E. Eligibility

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

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

F. Retention

Continued enrollment of students in the WCSC 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 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 WCSC and 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.
- B. Land, improvements and equipment purchased for the WCSC shall be the property of and remain with the WCSC.

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.
- 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 dissolution action.

X. Admission of New District

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

XI. Gifts

The WCSC 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 Meridian 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.

ATTACHMENT A**SPECIAL EDUCATION COORDINATOR ACCOUNT
CONTRIBUTIONS BY CONSORTIUM DISTRICTS**

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

- Primarily responsible for the development, implementation and ongoing improvement of support services for SPED students enrolled at WCSC
- Screen SPED student applications and IEPs to assure appropriate placements into WCSC programs and to communicate with and meet with IEP teams prior to enrollment
- Communicate and provide direction and coaching, for WCSC 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 an equitable percentage of 14.285% until a rounded proportion of their 3-year average enrollments can be established from 2026-27 through 2028-29 (and moving forward) as indicated in the table below. The initial value of the position will be \$154,000.

District	Percentage	3 Year Avg.	Annual Contribution
Bellingham	14.285%	TBD	\$22,000
Blaine	14.285%	TBD	\$22,000
Ferndale	14.285%	TBD	\$22,000
Lynden	14.285%	TBD	\$22,000
Meridian	14.285%	TBD	\$22,000
Nooksack Valley	14.285%	TBD	\$22,000
Mount Baker	14.285%	TBD	\$22,000
Total	100%		\$154,000

RESOLUTION APPROVAL BY WCSC ADMINISTRATIVE COUNCIL

Signed by: [Redacted Signature] 4/17/2025 | 8:08 PM PDT

Superintendent, Bellingham School District Date

DocuSigned by: [Redacted Signature] 3/26/2025 | 10:09 AM PDT

Superintendent, Blaine School District Date

Signed by: [Redacted Signature] 4/1/2025 | 1:06 PM PDT

Superintendent, Ferndale School District Date

Signed by: [Redacted Signature] 3/20/2025 | 9:48 PM PDT

Superintendent, Lynden School District Date

Signed by: [Redacted Signature] 3/28/2025 | 12:04 PM PDT

U8FBC8D8A21544D... Meridian School District Date

Signed by: [Redacted Signature] 3/27/2025 | 6:49 PM PDT

Superintendent, Mount Baker School District Date

DocuSigned by: [Redacted Signature] 4/17/2025 | 12:57 PM PDT

FAC557670D01448 Superintendent, Nooksack Valley School District Date