INTERDISTRICT COOPERATIVE AGREEMENT

Maritime | 253
A South Puget Sound Skills Center

Tacoma School District No. 10

And

Franklin Pierce School District

6/1/2025– 8/31/2035

INTERDISTRICT COOPERATIVE AGREEMENT

FOR THE FINANCING AND OPERATION OF THE MARITIME | 253 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 Maritime | 253 Skills Center (hereinafter referred to as "Maritime | 253 Skills Center"):

- Bethel School District
- Chief Leschi Schools (STEC)
- Clover Park School District
- Federal Way Public Schools
- Fife Public Schools
- Franklin Pierce School District
- Peninsula School District
- Orting School District
- Puyallup School District
- Steilacoom Historical School District
- Sumner-Bonney Lake School District
- Tacoma Public Schools
- Vashon Island School District
- White River School District

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

I. NEED AND PURPOSE OF OPERATION

The primary purpose of this interdistrict cooperative agreement is to ensure regional accessibility for students to comprehensive, industry-aligned career and technical programs of study. These programs are designed to equip students with the necessary skills and knowledge for successful careers, employment opportunities, apprenticeships, and post-secondary education. By establishing this Agreement, the aim is to prevent redundant program duplication and the costly acquisition of training equipment by individual districts. Moreover, this collaboration will foster operational flexibility, enabling prompt program adjustments to meet emerging educational requirements, including unforeseen circumstances and urgent educational needs.

II. TERMS OF AGREEMENT

The term of this Agreement shall be for a period of ten (10) years on a fiscal year basis effective June 1, 2025, through August 31, 2035. The term of this Agreement is subject to the provisions of withdrawal and dissolution herein contained (paragraphs IX and X). State-Tribal Education Compact Schools (STECs), designed to meet the needs of Native

American students through state-tribal agreements, may deviate from certain aspects of this interdistrict cooperative agreement; exceptions will be explicitly outlined in relevant sections, with detailed information available in "Appendix IV."

III. LOCATION AND SERVING FACILITY

The Maritime | 253 Skills Center is centrally situated at 1208 East D Street, Tacoma, WA 98421. The Governing Board retains the power to assess the suitability of satellite or branch campus sites, should the need arise. The Governing Board's considerations will encompass the stipulated criteria as set forth in the Revised Code of Washington or the Washington Administrative Code, in addition to any practical criteria deemed relevant by the Board. The administrative office and instructional headquarters of the Maritime | 253 Skills Center Core facility shall be located in Tacoma, WA.

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: Bethel School District, Chief Leschi Schools, Clover Park School District, Federal Way Public Schools, Fife Public Schools, Franklin Pierce School District, Peninsula School District, Orting School District, Puyallup School District, Steilacoom Historical School District, Sumner-Bonney Lake School District, Tacoma Public Schools, Vashon Island School District, and the White River School District.

B. The Host District is the Tacoma School District, No. 10. The Host District is a member of the skill center cooperative selected to be responsible for the planning, construction, administration, operation, and fiscal services of the skill center. 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 the Maritime | 253 Skills Center and pay a per-student fee as to be determined by the Governing Board, as described in paragraphs VI(A), VI(C), and VI(D).

C. Summer Credentialed Programming – Industry Recognized Credentials and

Certifications: Member Districts that sign this agreement will automatically become eligible to send their students to enroll in Tacoma Public Schools Summer Credentialed Programming. There is zero cost for participating students. Student enrollment opportunities by member district will be based on their accepted share-value and slot allotment (Appendix III).

V. ADMINISTRATIVE STRUCTURE

A. The Governing Board shall consist of the superintendent or an authorized representative from each Member District. Each superintendent or designated representative shall hold an equal voting privilege. Additionally, member districts may nominate one member from their respective board of directors to participate in the governance of the Maritime | 253 Skills Center. However, these additional board members shall not possess voting authority. The Maritime | 253 Skills Center Director shall serve as the secretary and ex-officio member of the Governing Board.

B. The Governing Board assumes the vital responsibility of overseeing the governance of the Maritime | 253 Skills Center, operating in strict accordance with established directives and policies. The board is entrusted with the following key duties:

   i. Ensure the Cooperative operates in full compliance with this Agreement and the applicable laws and regulations of the State of Washington.

   ii. Formulate and establish comprehensive policies and procedures governing the operation of the Maritime | 253 Skills Center.

   iii. Receive and diligently consider recommendations from the Member Districts, the Maritime | 253 Skills Center Director, and any subsequent advisory committees.

   iv. Review and, where necessary, approve rules and regulations pertaining to the operation of the Maritime | 253 Skills Center.

   v. Determine and approve the organizational structure and staffing requirements of the Maritime | 253 Skills Center.

   vi. Review and grant approval for the selection of course offerings.

   vii. Determine and approve the allocation of available slots for students from the Member Districts.

C. On an annual basis, the Maritime | 253 Governing Board shall diligently review pertinent information and establish appropriate measures in relation to the following matters:

   i. Estimate any operating costs of the program that are not covered by state or federal funding.
   ii. Evaluate any modifications to the method of sharing the unfunded costs.
   iii. Consider any changes in responsibilities or services to be directly provided by Member or Participant Districts to the Maritime | 253 Skills Center (e.g., transportation, special education, etc.).
   iv. Determine the value of Member District shares and the allocation of available slots.
   v. Determine the value of Participant District shares and the allocation of available slots.
   vi. Assess fees for all districts' share of the Special Education Liaison position, as outlined in this Agreement.
   vii. Calculate the annual fees/deposits to be made into the Minor Repair and Capital Maintenance Account, as well as any other funds deemed necessary by law or by the Member Districts.
   viii. Establish and amend by-laws governing the organization, composition, and conduct of the Governing Board.
   ix. Remain responsive to the Director of the Maritime | 253 Skills Center, offering support for operational decisions and addressing emergencies promptly.

D. The Host District shall assume the following responsibilities:

   i. Select, supervise, evaluate, and employ the Maritime | 253 Skills Center Director in accordance with terms and conditions approved by the Governing Board.
   ii. Operate and administer the Maritime | 253 Skills Center in alignment with the policies and procedures of the Host District unless the Governing Board specifically addresses an issue in a Cooperative policy or procedure.
   iii. Recruit, evaluate, and, if necessary, terminate the employment of staff members, ensuring compliance with the budget, policies, and procedures of both the Host District and the Governing Board.

iv. Provide support in various areas, including personnel management, financial administration, technology assistance, and special education.

v. Maintain and manage facilities to the best of available funding resources.

E. The Director of the Maritime | 253 Skills Center shall:

i. Prepare an annual budget for review and approval by the Governing Board, taking into consideration minimum projected enrollment figures. The budget shall be designed to accommodate program changes and maintain flexibility as needed.

F. A dedicated Operations Committee shall be established to fulfill its role as an advisory and coordinating body connecting participating high schools with the Maritime | 253 Skills Center. The Operations Committee shall be comprised of representatives from the Member Districts, including key stakeholders such as Career and Technical Education directors, high school principals, and/or counselors from the Member Districts. The Chairperson of the Operations Committee shall be the Director of the Maritime | 253 Skills Center, overseeing the committee's activities and facilitating effective collaboration among its members.

G. A General Advisory Council (GAC) shall be established to fulfill its role as an advisory and coordinating body, fostering a strong connection between the Maritime | 253 Skills Center and the business communities within the Member Districts. The GAC shall consist of representatives from both employers and employees, as well as individuals from post-secondary educational institutions. The appointment and selection of GAC members shall be the responsibility of the Governing Board. The Director of the Maritime | 253 Skills Center shall serve as the Chair of the General Advisory Council, overseeing its activities and ensuring effective collaboration. The GAC shall carry out the following functions:

i. Provide the Governing Board with pertinent information regarding the business climate and environment within the Member District communities, offering valuable insights, advice, and recommendations.

ii. Offer recommendations to the Governing Board on matters related to budgets, rules, regulations, and operational procedures concerning the Maritime | 253 Skills Center.

VI. DESCRIPTION OF JOINT FINANCING ARRANGEMENT

A. Capital Investment:

i. The parties involved acknowledge the provision and maintenance of a new building, facilities, and equipment in alignment with program requirements.

ii. In accordance with RCW 28A.245.100, the Host District shall establish a dedicated Minor Repair and Maintenance Capital Account for facilities constructed or renovated using state funding. Member and Participant Districts are obligated to make annual deposits into this account to cover future minor repair and maintenance expenses, as determined by the Governing Board on a yearly basis. The deposit amount shall be subject to annual review (refer to Appendix II) and shall be set at $50 per student, based on the Member and Participant Districts' average student counts from the October and February P223 report. Non-member participants will contribute $150 per student, per year (refer to Appendix II).

iii. Any future capital improvements and significant equipment acquisitions shall initially be financed through the Minor Repair and Maintenance Capital Account. Should expenses exceed the available balance in the account, the Host District shall finance such capital improvements and significant equipment acquisitions during the initial 10 year term of this Agreement.

B. Operational Costs - The operational expenses of the Maritime | 253 Skills Center shall be covered through the following means:

i. State Apportionment Funds - The Maritime | 253 Skills Center will receive financial support from the state through apportionment funds specifically designated for secondary students enrolled at the center.

ii. Classified Staffing Units and Benefits - All Classified Staffing Units (CLS) and associated benefits that are generated by or on behalf of the Maritime | 253 Skills Center by the Host District shall be allocated to the center.

iii. External Funding Sources - Any allotments, grants, or contract training agreements from federal, state, local, or private sources that are specifically designated for the Maritime | 253 Skills Center will be utilized to support its

operations. Examples of such funds may include summer school funds, barrier reduction funds, and Perkins funds.

iv. Interlocal FTE Agreements - The Maritime | 253 Skills Center may establish interlocal Full-Time Equivalent (FTE) agreements with community and technical colleges to further enhance its resources and capabilities in providing education and training programs.

C. Definition of Terms:

i. Cost of Operation: The cost of operation refers to the total expenditure incurred in operating and supporting the programs offered by the Maritime | 253 Skills Center. However, it specifically excludes capital investments and major equipment purchases.

ii. Student Enrollment Hours: Student enrollment hours are defined as the hours for which each student is officially enrolled and registered at the Maritime | 253 Skills Center, irrespective of their actual attendance at the center.

iii. State Apportionment Funds: State apportionment funds denote the funds provided by the state to support approved program offerings at the Maritime | 253 Skills Center. Under this Agreement, funds will be allocated to the Host District based on a student's enrollment at a .54 Full-Time Equivalent (FTE) or greater, up to a maximum of 1.0 FTE for each slot. This allocation applies to students from both Member and Participant Districts.

iv. Slot: A slot represents a unit of participation and is calculated based on the equivalent of three consecutive fifty-minute periods or more of enrollment within a 180-day calendar year.

D. Procedures:

i. The Maritime | 253 Skills Center Director shall develop an annual program budget, which will be subject to review and approval by the Governing Board. Once approved, the budget shall be submitted 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.

ii. The Host District shall report student enrollment and claim state apportionment funds, up to a maximum of 1.0 Full-Time Equivalent (FTE) per student enrolled

at the Maritime | 253 Skills Center, in accordance with state guidelines. The Host District will first claim its share of FTE, followed by the sending Member or Participant Districts. Students who are enrolled in both a high school and the skills center may be claimed up to a total of 1.6 FTE based on their enrolled hours. However, the Host District and Member Districts may not claim a student for more than 1.0 FTE. Each student from a Member or Participant District enrolled at the Maritime | 253 Skills Center for a three-period session shall be counted for apportionment purposes by the Host District, with a minimum of .54 FTE (or an FTE percentage aligned with OSPI) per student. Additional program hours, summer school, second skills center programs, academic courses, summer credentialed programming, asynchronous coursework, and other offerings from the Maritime | 253 Skills Center may qualify for additional FTE allocation based on enrollment hours.

iii. The Governing Board may approve exceptions to the minimum enrollment requirements through a vote.

iv. Exceptions to minimum enrollment requirements shall be reviewed for re-approval by the Governing Board on an annual basis.

v. Each Member District's entitlement to a percentage of student slots shall be based on the 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.

vi. Unused slots from one Member District may be utilized by another Member District on a first-come, first-served basis.

vii. If there are remaining slots not used by the Member Districts, they may be made available to Participants with the 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 while attending the Maritime | 253 Skills Center.

viii. The Host District shall claim any other available federal, state, local, or private grants or allotments for the Maritime | 253 Skills Center, including intellectual property and miscellaneous revenue.

ix. The Host District shall be responsible for controlling, monitoring, and auditing all financial transactions at the Maritime | 253 Skills Center in accordance with the procedures outlined in the State Accounting Manual. The Host District shall identify any additional costs and present them to the Governing Board prior to the preparation of budgets by the Member Districts.

x. The Host District may charge up to a maximum of five percent (5%) of the apportionment dollars received by the Maritime | 253 Skills Center for its operation as indirect costs. The collection of this indirect cost shall be determined by mutual agreement between the Host District and the Governing Board. The Host District shall provide documentation of indirect costs, and this amount may be adjusted annually based on the actual expenses of the Cooperative and the Host District. Extraordinary expenses, such as attorneys' fees and litigation costs approved by the Governing Board, shall be paid by the Host District and amortized over a mutually agreed-upon period.

xi. Transportation costs for students traveling to and from the Maritime | 253 Skills Center using district buses or other means of transportation shall be borne by the district of the student's residence.

xii. Any additional costs exceeding the approved budget amount shall be prorated among all districts in the Agreement based on their percentage of allocated student slots in the Maritime | 253 Skills Center. Excess costs refer to expenses beyond the State Apportionment funds, excluding special capital improvements.

xiii. Member Districts must be notified of any additional or excess costs no later than three (3) months prior to the beginning of the fiscal year in which the payment is due. The Governing Board may approve additional expenses in the event of unforeseen circumstances or emergencies.

xiv. Any situations not addressed in the preceding provisions shall be resolved by the decision of the Governing Board.

E. Students with Disabilities:

i. The resident district acknowledges and agrees that it bears the responsibility

for ensuring that the rights of its students with disabilities are upheld in compliance with all applicable federal and state laws and regulations. This includes providing disabled students with a Free Appropriate Public Education and ensuring the provision of related services, such as transportation, paraeducator support, interpreter services, or assistive technology, as specified in the student's Individualized Education Plan (IEP) or Section 504 plan. The resident district understands that it remains solely responsible for funding these services.

ii. To support the resident district in meeting its obligations for students with disabilities attending the Maritime | 253 Skills Center, the Maritime | 253 Skills Center agrees to:

a. Adhere to the student's IEP or Section 504 Plan while providing educational services at the Maritime | 253 Skills Center. This includes implementing appropriate accommodations and modifications.

b. Designate a staff member to participate in IEP or Section 504 Team Meetings when requested by the resident district or the parent/adult student. Telephonic or videoconference participation is an acceptable method of participation in IEP and 504 meetings.

c. Notify the resident district if a student in special education violates a rule or regulation of the Maritime | 253 Skills Center that may lead to the student's exclusion. This allows the resident district to conduct timely manifestation determination reviews.

d. Provide relevant information about the student's program to the IEP or Section 504 team upon request, including sharing information for eligibility evaluations or re-evaluations.

iii. In the event of a claim, complaint, or due process hearing related to a disabled student attending the Maritime | 253 Skills Center, involving services or actions attributed to one or both parties, the Parties agree to confer and discuss the matter to determine the responsibility for addressing the allegations.

F. Funding for Special Education Liaison/Support Staff at the Maritime | 253 Skills Center: The Maritime | 253 Skills Center shall appoint a Special Education (SPED) and 504

Liaison/Support staff member responsible for coordinating all special education and Section 504 students at the center. The Liaison's base salary will be reimbursed to the Maritime | 253 Skills Center by the Member and Participant Districts. The reimbursement amount will be determined based on each member district's proportionate share of special education and Section 504 students, as indicated in the averaged counts from the October and February P223 reports. This reimbursement shall be paid no later than August 31 of each academic year. The remaining portion of the SPED Liaison's salary will be funded through the Maritime | 253 Skills Center's operating budget.

G. Enrollment of Non-Member District Students at the Maritime | 253 Skills Center: A Participant District that is not a member of the Maritime | 253 Skills Center cooperative and has a student(s) enrolled and attending the center on a space-available basis shall adhere to the following provisions:

   i. The Participant District shall fulfill its financial obligation by paying its proportionate share of the Special Education Liaison/Support Staff Fee, as defined in Paragraph VI(F).

   ii. The Participant District shall remit a fee of $150 per student per year to the Maritime | 253 Skills Center's Minor Repair and Capital Maintenance Account, as outlined in Paragraph VI(A)(ii). This payment should be made no later than August 31 of the current school year.

H. Eligibility and Participation of Students at the Maritime | 253 Skills Center: Students from each Member District may participate in the programs offered by the Maritime | 253 Skills Center, subject to the following criteria:

   i. Eligibility for attendance at the Maritime | 253 Skills Center is determined based on each Member District's share value and slot allotment.

   ii. The share value and slot allotments will be reviewed and updated on an annual basis, ensuring the maintenance of a five-year rolling slot allotment (refer to Appendix I for detailed information).

I. Access to Student Information: The Maritime | 253 Skills Center shall be granted access to student information pertaining to enrolled students from Member and Participant

Districts. This information includes but is not limited to, health records, discipline records, Special Education/504 records, or any other relevant information related to student enrollment at the Maritime | 253 Skills Center. Furthermore, upon request, the Maritime | 253 Skills Center may be provided with directory information concerning students, to the extent permitted under the Family Educational Rights and Privacy Act (FERPA).

All student data shared, including educational records and personally identifiable information (PII), is confidential. Maritime | 253 must take measures to prevent unauthorized access, disclosure, or use of such information.

Access to student data is restricted to authorized personnel directly involved in administering skill center programming. Maritime | 253 will maintain a list of individuals with access rights, update it regularly, and provide necessary FERPA compliance training.

The Host District agrees to use student data solely for administering and improving skill center programs, refraining from any commercial or non-educational purposes.

In the event of a data breach or unauthorized disclosure, both districts commit to prompt notification to each other, affected students, and relevant authorities if required by law. Notifications will detail the breach, compromised data, and remedial actions taken.

The Maritime | 253 Skills Center must comply with all applicable federal and state privacy laws governing any student information provided to it under this paragraph.

VII. PROGRAM SCOPE, ELIGIBILITY, AND RETENTION

A. Program:

i. Determination of Program Offerings: The Governing Board holds the responsibility of determining the program or course offerings of the Maritime | 253 Skills Center, aligning with its purpose and objectives. The Director, in collaboration with advisory committees (GAC), will identify and propose potential new programs. These recommendations will be based on

demand, which will be assessed through input from advisory committees and thorough needs analysis conducted by industry groups and local/regional workforce and economic development agencies.

ii. Feasibility Assessment: Before approving a course in a new or tentative program area, a comprehensive feasibility study will be conducted. This study aims to assess the viability and practicality of the proposed course, ensuring that it aligns with the goals and objectives of the Maritime | 253 Skills Center. The study's findings will be presented to the Governing Board for their consideration.

iii. Utilization of Maritime | 253 Skills Center Facility: The Maritime | 253 Skills Center facility may be utilized for purposes other than secondary Career and Technical Education (CTE) programs. However, it is important to prioritize the needs and demands of secondary CTE programs before accommodating other uses. The primary mission of the Maritime | 253 Skills Center must not be compromised or disrupted by any additional utilization of the facility.

B. Course Approval: The Maritime | 253 Skills Center will exclusively offer Career and Technical Education (CTE) courses that have been approved by the Office of Superintendent of Public Instruction (OSPI). Academic courses may be considered for inclusion upon receiving approval from the Governing Board. It is imperative that all personnel and programs associated with the Maritime | 253 Skills Center adhere to the established CTE requirements set forth by OSPI and the State Board of Education. These requirements ensure the quality and compliance of the center's CTE offerings.

C. Provision of Services: The Maritime | 253 Skills Center, in collaboration with the administration and counseling staff of the Member District high schools, will ensure the availability of appropriate ancillary services. These services are essential to support the comprehensive needs of students. The Maritime | 253 Skills Center will diligently maintain comprehensive records on student employment, placement, and post-graduation outcomes for all graduates. This information is crucial for monitoring the success and effectiveness of the center's programs.

D. Student Eligibility: Any student currently enrolled in a high school within a Member

District is eligible to attend the Maritime | 253 Skills Center, provided they meet the following criteria:

i. Adherence to general admission requirements established by the Governing Board.

ii. Compliance with requirements specified by the Board of Directors of the student's residential district.

iii. Availability of open slots in accordance with the allocation provided to the student's residential district. For Participant/Homeschool students, enrollment will be granted on a space-available basis.

iv. Evaluation of the student's suitability for the program, considering factors such as attendance, disciplinary records, academic performance, progress towards graduation, ability to accommodate special needs, English Language Learners, and other relevant considerations. The determination of appropriateness will be made by the appropriate authorities.

E. Academic Courses: The Maritime | 253 Skills Center is authorized to offer academic courses to students who are co-enrolled in a Maritime | 253 Skills Center Career and Technical Education (CTE) program. The academic instructional staff employed by the Maritime | 253 Skills Center will meet the certification requirements mandated by the state of Washington to ensure their qualification to teach the academic courses. These courses may be conducted through in-person instruction, online/virtual platforms, or in an asynchronous format.

F. Academic Course Student Eligibility: Eligibility for enrollment in a Maritime | 253 Skills Center academic course is open to any student who is a resident of any participating district, provided they meet the following criteria:

i. The student must be co-enrolled in a Maritime | 253 Skills Center Career and Technical Education (CTE) program.

ii. The student must obtain permission from their resident high school's administrator or counselor to participate in the academic course.

iii. Enrollment in the academic program courses is subject to availability of space.

G. The Maritime | 253 Skills Center has the authority to offer or collaborate in a high school

dropout completion program. To ensure harmony with other Member District high schools, the dropout program(s) shall be specifically designed as a dropout prevention and retrieval initiative for students at risk and those lacking sufficient credits, including fifth-year seniors. It is mutually agreed, in accordance with RCW 28A.245.070, that the Maritime | 253 Skills Center is authorized to confer a Maritime | 253 Skills Center Academy High School diploma to students enrolled in the dropout program who fulfill the minimum graduation requirements set by the State Board of Education on behalf of their resident district.

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

   i. The student falls into one of the following categories: 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 concurrently enrolled in a Maritime | 253 Skills Center CTE program.

   iii. The student has obtained permission from their resident high school district.

   iv. Availability of space in the dropout program, ensuring equitable opportunities for students from each Member/Participant District. To maintain fairness, the total number of students enrolled from any individual Member/Participant district must not exceed 50 percent of the total number of students enrolled in the dropout program.

I. Summer School: The Maritime | 253 Skills Center is granted authorization to offer summer school programs, subject to the availability of state funding. The objectives of the summer school program are as follows:

   i. Provide students with opportunities to participate in approved CTE programs that align with the Maritime | 253 Skills Center's yearlong offerings.

   ii. Promote awareness and understanding of CTE and skills center programs.

   iii. Enhance students' employability and industry-specific skills.

   iv. Support the individual student's High School and Beyond plan by enabling

them to earn high school credits that fulfill graduation requirements.

v. Remove barriers for students by offering flexible scheduling and locations, such as satellite programs, asynchronous coursework, online/virtual coursework, and branch campuses, to ensure accessibility to Maritime | 253 Skills Center programs.

vi. The summer school programs will be available to students in grades 9-12. Students who have completed 8th grade are eligible to enroll in summer school. Additionally, the Maritime | 253 Skills Center may accommodate graduated seniors until the end of the school year (August 31) to enable their completion of industry certification programs.

J. Retention: The ongoing enrollment of students at the Maritime | 253 Skills Center shall be subject to the policies set forth by the Governing Board and the policies of the student's resident district. These policies shall govern the criteria and procedures for retaining students in the Maritime | 253 Skills Center.

K. Skills Center Branch Campuses and Satellite Programs:

i. A skills center branch campus refers to a facility or site, separate from the core skills center campus, which offers three or more skills center programs. It operates in accordance with the rules and regulations set forth by OSPI for skills centers and CTE education programs. The Skills Center branch campus may provide programs directly or through contracted services, but it must maintain compliance with the standards of the Maritime | 253 Skills Center.

ii. In accordance with WAC 392-600-100 (branch campuses) or WAC 392-600-110 (satellite campuses), the Maritime | 253 Skills Center is required to seek approval from OSPI before establishing and operating a branch or satellite campus.

L. Branch Campus Responsibilities:

i. The branch campus shall establish a cooperative agreement with the participating school districts to ensure collaboration and effective operation.

ii. The superintendent or their designated representative from the branch campus district shall serve as a non-voting member on the Maritime | 253 Skills Center Governing Board unless the Host District is already a Member District.

iii. The branch campus shall form a Governing Board composed of the superintendents representing each cooperative school district affiliated with the branch campus.

iv. An interlocal agreement shall be developed between the Host District of the Maritime | 253 Skills Center (Tacoma School District) and the Host District of the branch campus to outline their respective roles and responsibilities.

v. The branch campus shall pay a fee to the Maritime | 253 Skills Center for consultation services, operational support, and compliance monitoring in accordance with skills center regulations and the terms of the interlocal agreement.

vi. The branch campus must adhere to all accountability measures, including OSPI accounting and operational rules, OSPI skills center rules, OSPI CTE standards, and obtain approval for new CTE programs. Additionally, financial stability monitoring shall be conducted to ensure compliance.

M. Responsibilities of the Maritime | 253 Skills Center:

i. Offer guidance and support in the administration and management of the branch campus.

ii. Ensure adherence to skills center regulations and CTE rules, maintaining compliance in all aspects.

iii. Manage the reporting and collection of state Full-Time Equivalent (FTE) apportionment, assuming fiscal responsibility for the branch campus' operation.

iv. The Director of the Maritime | 253 Skills Center shall participate as a non-voting member on the Governing Board of the branch campus, providing valuable insights and expertise.

N. Skills Center Satellite Programs:

i. A skills center satellite program refers to a program offered by the Maritime | 253 Skills Center or through a contractual arrangement at a location separate from the primary skills center campus.

ii. Skills center satellite programs may be operated by a third party under a contractual agreement. These satellite programs must adhere to skills center rules, regulations, and CTE standards.

iii. An annual contractual agreement is mandatory and will outline the financial and liability responsibilities of both the Maritime | 253 Skills Center and the contractor.

O. Outside Assistance:

i. The Maritime | 253 Skills Center may receive assistance from other sources provided no conflict of interest or residual obligations exist.

VIII. RESOLUTION OF CONFLICT

A. Mediation: All matters shall be decided by a majority vote of the Governing Board. If a majority vote cannot be reached on an issue requiring resolution, the matter shall be referred to a mutually agreed-upon third-party mediator for final resolution. If the matter remains unresolved after mediation, it will be escalated to the Superintendent of Public Instruction for further consideration.

B. Due Process Procedures: The Governing Board shall establish due process procedures. The Governing Board Cooperative Agreement by-laws will include provisions outlining the due process procedures.

IX. WITHDRAWAL

A. It is hereby agreed that any Member District may exercise the option to withdraw from the Maritime | 253 Skills Center at any time.

B. In the event a district wishes to withdraw from the Maritime | 253 Skills Center, the withdrawing district must provide written notice to all Member Districts no later than October 1 of the fiscal year preceding the intended withdrawal. The withdrawal shall take effect on September 1 of the following fiscal year.

C. The application for withdrawal must be approved by the other Member Districts and the State Board of Education. No such approval will be required by STECs (refer to Appendix IV).

D. Upon the withdrawal of a participating district from the Maritime | 253 Skills Center, no

reimbursements will be owed to the withdrawing district.

E. All land, improvements, equipment purchased, and other monetary assets of the Maritime | 253 Skills Center shall be the sole property of the Host District and shall remain under its ownership and control.

X. DISSOLUTION PROVISIONS

A. The cooperative operation of the facility under this Agreement can only be dissolved in accordance with the following procedures:

   i. Pursuant to WAC 392-345-040, the dissolution of the operation of the school plant facilities under the inter-district cooperative plan shall not be initiated before the expiration of a term period of ten years from the date of the State Board of Education's approval of the financial plan for the construction of such facilities. However, the State Board of Education may consider and approve a request for dissolution prior to the expiration of ten years if there is substantial justification presented.

   ii. Any proposed plan for dissolution, as outlined in X(A)(i) above, must be submitted to the State Board of Education for thorough review and approval before any dissolution action can be undertaken.

   iii. In the event of the Cooperative's dissolution, the real property and its associated fixtures shall become the sole property of the Host District, as specified by the terms of this Agreement.

XI. ADMISSION OF NEW DISTRICT(S)

A. When a new school district seeks to become a Member District of the Maritime | 253 Skills Center and enroll students in its programs, it is required to submit a formal request to the Governing Board. This request must adhere to the established guidelines and procedures approved by the Governing Board.

B. Once the Governing Board receives the request, it is obligated to carefully review the application and assess whether to accept the Applicant District into the Cooperative. This decision will be made in accordance with the approved guidelines and procedures set forth by the Governing Board.

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

XII. GIFTS

A. The Maritime | 253 Skills Center program may receive gifts, cash, equipment, or services contingent upon acceptance by the Governing Board.

XIII. INSURANCE AND INDEMNITY

The Maritime | 253 Skills Center, and each member of this Interdistrict Cooperative Agreement, shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain general public liability insurance, including contractual liability and professional liability and/or malpractice liability coverage when appropriate, to protect against claims for bodily injury, personal injury, death, or property damage occurring or arising out of Member Districts' performance under this Agreement.

Each Member District to this Agreement shall defend, indemnify, and hold the Maritime | 253 Skills Center and other Member Districts and their respective officers, board members, agents, and employees, harmless from and against any and all claims, demands, losses, liabilities, actions, or lawsuits, including reasonable attorney fees, arising or resulting from their sole negligence including acts and omissions.

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 Maritime | 253 Skills Center (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence Aggregate:

- $1,000,000.00
- $3,000,000.00

XIV. 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 Maritime | 253 Skills Center. The Maritime | 253 Skills Center 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, provided that STECs will comply with applicable Tribal and Indian preference requirements in accordance with Tribal and federal law. 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.

XV. 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.

XVI. 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 party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

XVII. AMENDMENT

This Agreement, except for provisions specific to STECs may be amended by approval of 60% of all Member Districts in the cooperative. Renewal and amendments to this agreement shall be submitted for approval of the superintendent of public instruction, career and technical education.

XVIII. 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.

Maritime|253 Skills Center Interdistrict Cooperative Agreement – Appendix I

Share Value and Slot Distribution 2025-2026

District	2023-2025 Average Grades (9-12)	% Of Base	# Of Allocated Slots
Bethel Public Schools			
Chief Leschi Schools			
Clover Park School District			
Federal Way School District			
Fife Public Schools			
Franklin Pierce School District			
Orting School District			
Peninsula School District			
Puyallup School District			
Steilacoom Historical School District			
Sumner-Bonney Lake School District			
Tacoma Public Schools			
Vashon Island School District			
White River School District			

Maritime|253 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 2025-2026 school year (paragraph VI(A)(ii)).

Participants and non-members' Minor Repair and Maintenance Capital Account annual fee will be assessed at $150.00 per enrolled student for the 2025-2026 school year (paragraph VI(A)(ii)).

Homeschool and private school students will be considered participants and non-members.

Maritime | 253 Skills Center Interdistrict Cooperative Agreement - Appendix III

Tacoma Public Schools – Summer Credentialed Programming

Summer Credentialed Programming

Tacoma Public Schools offers Summer Credentialed Programming during the summer break, providing students with opportunities to gain valuable skills, earn high school credits, and receive certifications in various fields.

Member Districts that sign this agreement will automatically become eligible to send their students to enroll in Tacoma Public Schools Summer Credentialed Programming.

Free of Cost: Member Districts' students can participate in these programs at no cost to the district.

Program Requirements

Resume Submission: Students are required to submit an updated resume for future employment opportunities.

Everfi Financial Literacy: Students must complete the Everfi Financial Literacy program and provide a certificate of completion.

Verification of Completion Hours: Students are expected to provide verification of completion hours for the program.

Reflection Post-Opportunity: Students will be required to submit a reflection on their learning experience after completing the program.

Enrollment

Student enrollment and available slots will be based on a member districts' accepted share-value and slot allotment related to their district's participation as a member of the Maritime | 253 Skills Center (Appendix I).

Maritime|253 Skills Center Interdistrict Cooperative Agreement - Appendix IV

State-Tribal Education Compact Schools (STECs)

Washington Office of Superintendent of Public Instruction

In 2013 the Washington state Legislature passed Engrossed Second Substitute House Bill (E2 SHB) 1134: Authorizing state-tribal education compact schools. The bill authorizes the Superintendent of Public Instruction to enter into state-tribal education compacts. This act exempts schools that are the subjects of state-tribal education compacts from all existing state statutes and rules regarding school districts and district boards of directors; establishes standards for teachers, staff, and curriculum; outlines admissions policies and school funding; and establishes reporting requirements on student enrollment.

State-Tribal Education Compact Schools (STECs) are unique educational institutions operating within the framework of agreements between states and tribal nations. These schools, established to meet the specific needs of Native American students, often have the flexibility to deviate from certain state requirements. It's essential to recognize that the autonomy granted to STECs allows them to tailor their educational approach to better serve their communities.

Special Considerations for STECs

In the spirit of acknowledging the distinctive nature of STECs, it is important to note that these schools may not be obligated to adhere to every aspect of this interdistrict cooperative agreement. In sections where STECs are granted exceptions or have specific requirements, such instances will be explicitly highlighted. This approach ensures that the agreement remains inclusive, recognizing the unique circumstances and considerations surrounding STECs.

RESOLUTION APPROVAL BY THE BOARD OF DIRECTORS

NOW, THEREFORE, BE IT RESOLVED THAT THE FOLLOWING SCHOOL DISTRICTS HERBY APPROVE THE INTERDISTRICT COOPERATIVE AGREEMENT FOR THE FINANCING AND OPERATION OF THE MARITIME | 253 SKILLS CENTER

TACOMA PUBLIC SCHOOLS

Joshua Garcia (Dec 1, 2025 07:47:22 PST)

Dr. Joshua Garcia
Superintendent Tacoma Public Schools

12/01/2025

Date:

FRANKLIN PIERCE SCHOOL DISTRICT

Lance Goodpaster

Dr. Lance Goodpaster
Superintendent, Franklin Pierce School District

11/25/2025

Date: