

INTERDISTRICT COOPERATIVE AGREEMENT FOR THE OPERATION OF THE NORTH EAST VOCATIONAL AREA COOPERATIVE

THIS COOPERATIVE AGREEMENT IS by and between Bellevue School District No. 405, Edmonds School District No.15, Issaquah School District No. 411, Lake Washington School District No. 414, Mercer Island School District No. 400, Northshore School District No. 417, Riverview School District No. 407, Shoreline School District No. 412, and Snoqualmie Valley School District No. 410. Each cooperative member is a school district of the first class and quasi-municipal corporation of the State of Washington. The signatories below have executed this Agreement with the authority of their respective school boards bestowed upon them by resolution properly executed and recorded in the individual district's Board Minutes. This Agreement shall be effective as of 1 September 2005.

WHEREAS, the school districts which are participating in this Agreement each have needs to provide efficient, economical and appropriate career and technical education for the students in each district; and

WHEREAS, the participating districts have successfully cooperated to provide career and technical services to students in the past; and

WHEREAS, to better provide career and technical educational services in the future, it is necessary to enter into a formal inter-district cooperative agreement to formally describe the North East Vocational Area Cooperative (NEVAC) as an interdistrict vocational area cooperative;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND AMONG THE NINE SCHOOL DISTRICTS PARTICIPATING IN NEVAC AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to memorialize the terms and conditions of NEVAC that make it an interdistrict career and technical cooperative and to enhance and augment the career and technical educational services available in all cooperative member districts. This Agreement is to enable a broader, more coordinated and effective approach to the provision of education in vocational areas which otherwise would not be economically and educationally feasible for the districts individually. This Agreement is to avoid the unnecessary duplication of courses and services, but not restrict local district career and technical program development.
 2. Definitions. As used in this contract, the following words and terms shall have the meaning herein defined.
 - a. "NEVAC" shall mean the North East Vocational Area Cooperative.
-

- b. "NEVAC Board" shall mean the board responsible for the management of NEVAC as provided for by this contract.
- c. "Host" shall mean the entity determined by the NEVAC Board to physically house and provide fiscal services for NEVAC's operations and staff.

3. Term of Contract. This contract shall continue from year to year unless terminated as provided for herein.

A. Annual Notice to Terminate: On or before 28 February, of the current school year, each cooperative member district shall give written notice to the NEVAC Board as to whether said district intends to terminate participation in NEVAC for the next ensuing school year. Such notice will be used for planning purposes only and shall not bind the participating district beyond 31 August, of the current school year.

4. Major Activities to be Performed by NEVAC Under this Contract.

A. Identification of new career and technical educational programs to meet emerging labor market needs.

B. Development of new and/or enhanced course curriculum.

C. Coordination of special projects and activities to enhance student and staff development.

D. Staff development.

E. Coordination of various NEVAC student records.

F. Provision for special needs students.

G. Career and technical guidance and counseling.

H. Interface with community colleges and technical training institutes articulation of programs.

I. Development of career and technical partnerships with business/industry.

J. Creation of stable funding use of grant funding.

K. Program awareness and promotion.

L. Evaluation of career and technical educational area needs.

5.

NEVAC Board.

A. Composition: The NEVAC Board will be composed of representatives from each district. Each cooperative member district's superintendent will appoint one representative to serve on the NEVAC Board.

B. Duties: The NEVAC Board shall select officers, make meeting arrangements, and determine operational rules and procedures in the manner it chooses appropriate. The NEVAC Board shall provide overall supervision and direction of NEVAC activities including the selection and supervision of personnel or other service providers determined by the NEVAC Board to be necessary and shall report to and receive direction from the superintendents of the cooperative member districts. The NEVAC Board may perform its tasks through a three-member executive committee, as it deems appropriate.

6. The NEVAC Board shall have the responsibility to determine and engage such personnel and secure such services as it deems appropriate or necessary to accomplish the purposes and mission of NEVAC.

7. Joint Financing of Operational Costs. The cooperative member districts will fund NEVAC as follows:

A. Core Revenue: Each cooperative member district will be assessed a base fee calculated by multiplying the previous year's final average vocational FTE total by a base fee amount determined by the NEVAC Board. This portion of the funding will generate 60 percent of the total revenue.

B. Service Fee: Each serving cooperative member district will pay a fee for each interdistrict student FTE percent of the total revenue. This portion of the funding will generate 40 percent of the total revenue. Any such use of these monies shall be consistent with federal and state regulations.

8. Administrative and Operational Procedures.

A. Host: The NEVAC Board shall determine which entity is to be the Host after consulting with every member district. It shall review its determination as often as needed and make any necessary adjustments.

B. Administration: NEVAC administration and operations will be coordinated by the NEVAC Board or its designee, being responsible for student services, program services, program development and staff development.

C. Status of any Personnel: Any personnel determined by the NEVAC Board as needed to carry out its mission and purpose shall be deemed to be "employees" of the Host to the extent described in and for the purposes contained in the NEVAC Operations/Fiscal Agent Agreement.

D. NEVAC Budget: The NEVAC Board shall establish the annual operating budget for NEVAC and submit it to the Host. This budget shall cover all operating expenses including all personnel expenses as outlined in the current or as subsequently amended NEVAC Operations/Fiscal Agent Agreement. The established budget shall also provide to Host all approved compensation schedules or rates that have been established by the NEVAC Board.

E. Utilization: All interdistrict career and technical classes will operate on a space available basis. Students from cooperative member districts where programs are offered will receive first priority.

F. Program Scope: Courses offered within NEVAC will be determined on an annual basis by the NEVAC Board. Consideration will be given to student needs and labor market demands.

G. Records: All NEVAC records will be maintained as determined by the NEVAC Board and reported to the appropriate school offices on a scheduled basis. Statistical reports of the NEVAC operation shall be provided to each cooperative member district vocational director on a regular basis.

H. Gifts. The NEVAC program may receive gifts, cash, equipment or services from any source whatsoever, contingent upon acceptance by the NEVAC Board.

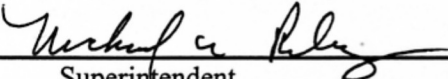
I. Amendment. This contract may be amended by mutual agreement of districts that are party hereto.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and is not intended to confer rights or benefits upon any third party. There shall not be assignment or transfer of this contract by any party without the written consent of all other parties.

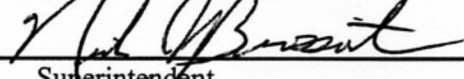
10. Compliance with Laws. This Agreement shall be in conformance with applicable law. If any term or condition of this Agreement or application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement, which can be given effect.

IN WITNESS WHEREOF, the parties have executed this contract to be effective the date and year first above written.

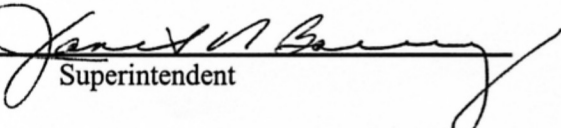
BELLEVUE SCHOOL DISTRICT NO. 405

by 
Superintendent

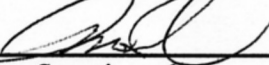
EDMONDS SCHOOL DISTRICT NO. 15

by 
Superintendent

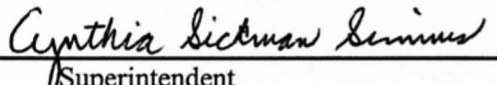
ISSAQUAH SCHOOL DISTRICT NO. 411

by 
Superintendent

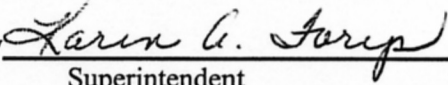
LAKE WA SCHOOL DISTRICT NO. 414

by 
Superintendent

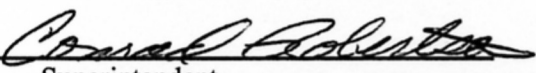
MERCER ISLAND DISTRICT NO. 400

by 
Superintendent

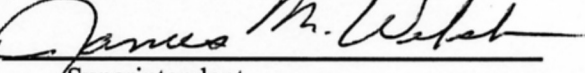
NORTHSHORE SCHOOL DIST. NO. 417

by 
Superintendent

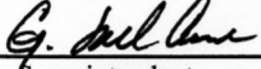
RIVERVIEW SCHOOL DISTRICT NO. 407

by 
Superintendent

SHORELINE SCHOOL DISTRICT NO. 412

by 
Superintendent

SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410

by 
Superintendent