

**COOPERATIVE AGREEMENT  
FOR THE  
TRI-CITIES AREA EDUCATIONAL COOPERATIVE (TAEC)**

THIS AGREEMENT (the "Agreement") is entered into by and between the Columbia Burbank School District No. 400 ("Columbia Burbank"), the Finley School District No. 53 ("Finley"), the Kennewick School District No. 17 ("Kennewick"), the Kiona-Benton City School District No. 52 ("Kiona-Benton"), the North Franklin School District No. No. 51 ("North Franklin"), the Pasco School District No. 1 ("Pasco"), and the Richland School District No. 400 ("Richland"), together the "Parties."

**SECTION I: PURPOSE OF THE AGREEMENT**

- A. The Parties acknowledge and agree that the purpose of the Agreement is to establish the considerations and conditions necessary for the administration, operation, and inter-district financing of the Tri-Cities Area Educational Cooperative ( hereinafter "TAEC"); and
- B. For purposes of administration, operation, and inter-district financing of the TAEC, the Parties intend to create and establish a cooperative program among the school districts as allowed by RCW 28A.225.250.
- C. The purpose of the TAEC is to support collaborative involvement to complement the efforts of local districts in the administration of the CTE programs' common efforts and RCW 28A.150.500.

**SECTION II: ADMINISTRATION**

- A. Superintendents Advisory Council. A Superintendents Advisory Council (hereinafter "SAC") shall be established and comprised of the superintendents, or their designees, of the Parties to this Agreement. The SAC will make decisions regarding budgets, rules, and regulations of operations for the TAEC consistent with the terms and conditions of this Agreement. The SAC will receive and consider recommendations from the General Advisory Council, designated district and program staff, and others. The SAC will provide the superintendent of the host district with recommendations for management decisions over which the host district has authority under this agreement.
- B. Host District and Fiscal Agent. Through the SAC, the Parties will designate a host district which will provide necessary office space, technology, utilities and record-keeping and compliance support. The host district will also serve as the fiscal agent of the TAEC for all revenues and expenditures which are not borne directly by the Parties. The SAC may designate the host district to rotate once every fiscal year or the SAC may designate a host district for a longer duration. The designation of host district must be reviewed and approved by the SAC at least once every five (5) years.

- C. General Advisory Council. A General Advisory Council (GAC) will be advisory to the operations of TAEC. The GAC shall be responsible for making recommendations concerning budgets, rules and regulations, and operational procedures related to the TAEC. Each Party may appoint a CTE Director or other designee as a representative on the GAC. Bylaws will be adopted by the GAC and approved by the SAC. The GAC will meet on a regular basis as provided in the bylaws. The bylaws of the GAC and the meeting minutes of the GAC will be kept on file in the administrative offices of the host district. The GAC shall have no legal authority with respect to, or legal responsibility for, operation and management of the TAEC or this Agreement.
- D. Program Specific Advisory Committees. Program Specific Advisory Committees shall be established by the CTE Directors and will and be comprised of members representing business, industry, education, labor, community, government, special populations, students, parents, and/or teachers. Members should have a working knowledge of job tasks and competencies required for related occupations and labor market needs. Oversight of the Program Specific Advisory Committees will be distributed between the Parties as determined by the CTE Directors. The Program Specific Advisory Committees will provide recommendations and guidance to the GAC.

### SECTION III: MANAGEMENT

- A. Personnel. The SAC shall determine all TAEC program staffing requirements and costs, consistent with the annual budget approved by the SAC. A Director or combination of administrators will oversee the operation of the TAEC and its functions. The roles and responsibilities for the management of the TAEC will be defined on an annual basis and approved by the SAC. If the SAC determines a Director will be hired, the Director will be an employee of the host district and will be subject to all policies and procedures of the host district. The host district will be responsible for the evaluation, oversight, supervision and management of the Director.

### SECTION IV: FUNDING

- A. Budget. The SAC will adopt an annual budget and fee schedule, which will be included as an attachment to this Agreement and incorporated by reference. Procedures for computing the costs to each Party, including credit for expenses borne directly by each Party, shall be adopted by the SAC.
- B. Audit. The Parties agree that the TAEC shall be subject to the laws of the State of Washington for purposes of auditing public school programs. Portions of any audit relating to the Program shall be provided to each Party within thirty (30) days of receipt from the State.

- C. Liability Insurance. Execution of this agreement and implementation of the Program is not intended to relieve any Party from liability for the normal and ordinary operations of its high school programs. Each Party shall be responsible for the conduct of its own agents, employees and staff. Each Party shall be responsible for the conduct of its own consultants and contractors unless such liability is limited by separate agreement with the consultant or contractor. Each Party shall maintain insurances in amounts reasonably acceptable to each district.

#### SECTION V: TERM

This agreement shall take effect on <sup>25<sup>th</sup></sup> November 2013 and remain in effect for a term of ten (10) years. After the initial ten (10) year term, this Agreement will automatically renew annually for a one (1) year term from year to year. The terms and conditions of this agreement, including any amendments or addenda, apply to each renewal term.

#### SECTION VI: WITHDRAWAL AND TERMINATION

- A. Withdrawal. In the event that a district desires to withdraw from the TAEC, the district shall give notice in writing to all other Parties no later than October 1 of the fiscal year preceding withdrawal. The withdrawal shall become effective on July 1 of the following fiscal year.
- B. Termination. This agreement may be terminated at any time upon mutual agreement of the Parties as confirmed by resolution of each participating district's board of directors. Such termination shall take effect in the fiscal year following the date of board action by the last terminating district.
- C. Reimbursement. If a participating district withdraws from the TAEC no reimbursements will be due to the withdrawing district. If this Agreement is terminated, each district will be responsible for its pro rata share of costs as determined by the SAC.

#### SECTION VII: MISCELLANEOUS

- A. Indemnification and Hold Harmless. Each Party shall defend, indemnify, and hold the others harmless from and against any and all claims, suits, damages, causes of action, economic loss, or judgments that arise or are a direct result of the negligent or intentional acts or omissions of the Party, its agents, employees, or officers related to this Agreement.
- B. Claims Procedure. A Party who intends to claim indemnification under this Agreement shall notify the Party from whom it seeks indemnification in writing of any claim, lawsuit, or other action in respect to which such indemnification is claimed within ten (10) days or receipt.

C. Assignment. No assignment of this Agreement shall be made in whole or in part by any Party without the express written consent of the other Parties, which may be withheld at their sole discretion.

D. Notice. Notices under this Agreement shall be sent to the following:

Columbia Burbank School District  
Attn: Superintendent  
755 Maple St.  
Burbank, WA 99323

Finley School District  
Attn: Superintendent  
224606 E. Game Farm Rd.  
Kennewick, WA 99337

Kennewick School District  
Attn: Superintendent  
1000 W. 4<sup>th</sup> Ave.  
Kennewick, WA 99336

Kiona-Benton City School District  
Attn: Superintendent  
1107 Grace Ave.  
Benton City, WA 99320

North Franklin School District  
Attn: Superintendent  
1100 W. Clark St.  
Connell, WA 99326

Pasco School District  
Attn: Superintendent  
1215 W. Lewis St.  
Pasco, WA 99301

Richland School District  
Attn: Superintendent  
615 Snow Ave.  
Richland, WA 99352

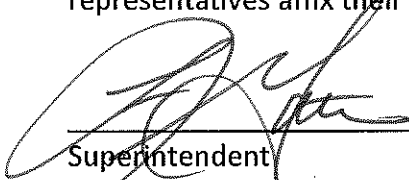
E. Governing Law. This Agreement is made and entered into in the State of Washington and shall be governed by and construed and enforced in accordance with the substantive laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, venue shall be in Benton or Franklin County, Washington.

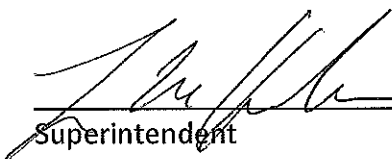
F. Severability. In the event a term, condition, or provision of the Agreement is determined as void, unenforceable, or unlawful by a court of competent jurisdiction, the Parties agree that such term, condition, or provision is severable, and that the remainder of the Agreement shall remain in full force and effect.


G. Entire Agreement. This Agreement is the entire agreement of the Parties and may be changed, modified, or amended only upon written agreement bearing the signatures of the authorized representatives of the Parties.

H. Amendments. Any Party to this Agreement can propose amendments. No amendment, supplement, or modification of this Agreement shall be binding unless executed in writing by all Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their authorized representatives affix their signatures in the spaces below.

  
\_\_\_\_\_  
Superintendent                      Date  
Columbia School District No. 400                      11/25/13

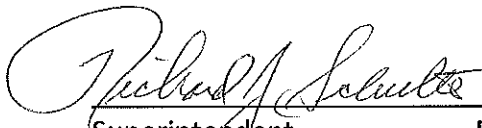
  
\_\_\_\_\_  
Superintendent                      Date  
Finley School District No. 53

  
\_\_\_\_\_  
Superintendent                      Date  
Kennewick School District No. 17                      11/25/13

\_\_\_\_\_  
Superintendent                      Date  
Kiona-Benton School District No. 52

  
\_\_\_\_\_  
Superintendent                      Date  
North Franklin School District No. 51                      11/25/13

  
\_\_\_\_\_  
Superintendent                      Date  
Pasco School District No. 1                      11-25-13

  
\_\_\_\_\_  
Superintendent                      Date  
Richland School District No. 400                      11/25/13

<b>Tri-Cities Area Educational Cooperative - Fee Schedule for 2013-2014</b>						
<b>2013-2014 TAEC Budget</b>				Per verbal agreement at Supt Council meeting June 10, 2013		
<b>Table 1: 2013 - 2014 Proposed Coop Expenditures</b>				Coop Agreement and budget for formal vote at Sept 2013 mtg. Tabled at September 9, 2013 Superintendents meeting. TAEC Coop agreement and budget for formal vote at November 25, 2013 Superintendents meeting		
<b>Expenditures</b>	<b>Salary/benefits</b>	<b>NERC's</b>	<b>Total</b>	<b>Description</b>		
TAEC Admin Resp.	\$3,000		\$3,000	Director - 50 hrs @ \$50 plus benefits (\$3000)		
Clerical	\$23,000		\$23,000	Secretary @ 10 months, 4 hrs/day (\$5750/hour)		
MSOC *		\$5,575	\$5,575	500 - 900 MSOC budget		
<b>Total</b>	<b>\$26,000</b>	<b>\$5,575</b>	<b>\$31,575</b>			
<b>Table 2:</b>						
<b>Calculation of 2013 - 2014 Fee for Coop Services using 2012 - 2013 CTE Annual Average FTE</b>						
	<b>Estimated CTE AAFTE</b>			<b>* MSOC budget</b>		
	12-13 AAFTE **	% of FTE	<b>Estimated Fee</b>	\$200	Supt Council - Snacks	
<b>Kennewick</b>	790.8	26.3%	<b>\$8,289</b>	\$1,000	GAC meetings (food for 4 mtgs, 20-25 participants)	
<b>Richland</b>	498.6	16.6%	<b>\$5,226</b>	\$175	Coop Retreat	
<b>Pasco</b>	792.5	26.3%	<b>\$8,307</b>	\$1,000	Support for GAC members for legislative visit	
<b>Columbia</b>	76.6	2.5%	<b>\$803</b>	\$1,700	Office supplies	
<b>North Franklin</b>	100.5	3.3%	<b>\$1,053</b>	\$500	Technology equipment rotation	
<b>Finley</b>	71.8	2.4%	<b>\$752</b>	\$1,000	Contingency - Clerical PL and SL cashout)	
<b>Kiona-Benton</b>	105.9	3.5%	<b>\$1,110</b>	\$5,575	Total MSOC	
<b>Tri-Tech</b>	575.7	19.1%	<b>\$6,034</b>			
<b>Totals</b>	<b>3012.3</b>	<b>100.0%</b>	<b>\$31,575</b>			
** 12 - 13 AAFTE is based on Sept - Mar enrollment counts.						
<i>It is recommended that this fee be paid from district CTE funds.</i>						