

**COOPERATIVE AGREEMENT  
BETWEEN  
GARFIELD SCHOOL DISTRICT NO. 302  
AND  
PALOUSE SCHOOL DISTRICT NO. 301**

This Cooperative Agreement (the "Agreement") is made between Garfield School District No. 302 (Garfield) and Palouse School District No. 301 (Palouse). Garfield and Palouse are sometimes collectively referred to as the "Parties" and individually referred to as a "Party."

**1) Assumptions**

- a) Washington school districts are authorized by law to establish, maintain, and operate public schools and educational programs for educational purposes.
- b) Garfield and Palouse recognize that students, parents, and local governments can benefit from cooperative, coordinated, and shared approaches to promoting student achievement.
- c) Garfield and Palouse desire to work cooperatively to provide an educational program for students from both school districts.
- d) The Parties shall comply with Washington State and United States of America Federal laws and regulations, including but not limited to :
  - Washington State RCW 28A, Common School Provisions

**2) Purpose**

- a) Mission: Preserve the Cooperative for the purpose of enhancing and facilitating the educational objectives of the Garfield and Palouse School Districts, advocating for public education and allowing all stakeholders (board members, staff, parents, students, and community members) to have a voice. In this way we ensure that we put the interests of the children first.
- b) Goals:
  - i) Preserve the Co-op.
  - ii) Adopt Board Operating Procedures and set an annual date to review the procedures.
  - iii) Work on hiring procedures for certificated/non-certificated employees.
  - iv) Work on hiring procedures for supplemental and athletic contracts.
  - v) Work on a procedure to design the job descriptions of Co-op employees.

**3) Duration and Termination**

- a) This Agreement shall become effective upon the full execution by the Parties and shall continue until the Parties terminate it as described herein.
- b) The Agreement may be terminated by the mutual written agreement of the Parties. If the Parties agree to terminate the Agreement, they will create a written plan describing the process and timeline for ending their cooperative relationship. The Parties recognize that ending their cooperative relationship will take planning and time and, thus, agree to establish a process and timeline that will provide each Party with the ability to prepare to independently operate educational programs and services in their respective districts.

- c) Either Party may terminate the Agreement for any reason, with or without cause, by giving written notice thereof to the other Party before or during the renewal of the Cooperative Agreement each March.
- d) Upon termination of the Agreement, all real and personal property acquired by either Party shall remain with the Party who acquired it.
- e) Upon termination, a monetary value will be placed on all jointly purchased supplies, materials, and equipment. The supplies, material, and equipment will then be divided between the districts according to the share of the purchase cost borne by each district. The ESD #101 Superintendent shall serve as mediator.

#### **4) Operational Responsibility for Schools**

- a) The Parties will independently operate their own elementary schools.
- b) Garfield will operate a middle school within its boundaries that serves both Garfield students and Palouse students.
- c) Palouse will operate a high school within its boundaries that serves both Garfield and Palouse students.
- d) The Parties will share costs in accordance with their cost-sharing agreement. The Parties will annually review all shared costs in May.
- e) The superintendents/superpals for Garfield and Palouse will divide the primary responsibilities for evaluating joint employees between themselves. Each evaluation will be discussed and approved by both superintendents before it is presented to the joint employee by the superintendent taking the lead on the evaluation.
- f) Hiring new employees/volunteers:
  - i) Single District Employees (classified, certificated, supplemental contracts, coaches) or other administration, elementary teachers/employees, elementary supplemental contracts who teach students from only one district will be discussed and voted on at the separate board meeting
  - ii) Single District employees who teach students from both districts in cooperative programs (middle school staff, high school staff and cost shared staff, excluding administrators) will be discussed at the joint board meeting and individual votes will be taken by both boards.

#### **5) General Administrative Procedures**

- a) The two superintendents will divide up primary evaluation responsibilities for co-op employees. Each such evaluation will be discussed and approved by both superintendents before it is presented to the employee, by the superintendent taking the lead in that evaluation.
- b) Each board will respect the confidentiality of the other board.

#### **6) Cooperative Matters**

- a) Cooperative matters must be jointly decided upon by the school boards of both Garfield and Palouse and may not be acted upon independently.

- b) Cooperative matters are matters that affect the educational and extracurricular programming for the middle school and the high school, that affect the health and safety of students attending the middle school and the high school, that financially affect both Garfield and Palouse, that could have legal ramifications for both Garfield and Palouse, that involve joint employees, and that involve any other program jointly operated by both Garfield and Palouse.
- c) The following is a non-exhaustive list of matters that are considered cooperative matters:
  - Adoption of school board policies
  - Transportation decisions that affect the middle school or the high school
  - The joint acquisition of real or personal property
  - Approval and signing of contracts funded by both Garfield and Palouse
  - The hiring, discharge, and nonrenewal of joint classified or certificated employees
- d) Not all matters are cooperative matters. The following is a non-exhaustive list of matters that are not cooperative matters:
  - Decisions solely involving the elementary schools are not cooperative matters (Garfield may act independently regarding decisions about its elementary school, and Palouse may act independently regarding decisions about its elementary school.)
  - Decision involving the hiring, discharging, or non renewing of employees employed solely by Garfield or Palouse
  - Decisions regarding the physical maintenance and repair of real and personal property owned solely by Garfield or Palouse
- e) Decisions regarding cooperative matters will be ratified if a majority of each board approves the decision. If only the majority of one board approves the decision, then neither board can act independently on the cooperative matter.
- f) If the school boards disagree about whether a matter is a cooperative matter, neither board will act on the matter, and the status quo will remain in effect until the procedure described in the Dispute Resolution section of the Agreement is followed.

## **7) Dispute Resolution**

- a) If a dispute between the Parties—other than one involving whether a matter is a cooperative matter—arises under the Agreement, the Parties will first attempt to negotiate a resolution between themselves.
- b) The following steps will be followed if there is disagreement about whether a matter is a cooperative matter.
  - Step 1: The chair or delegate from Garfield and Palouse will attempt to resolve the disagreement by communicating with each other.
  - Step 2: If the Parties' designees cannot resolve the disagreement by communicating with each other within seven calendar days after the Parties disagree whether a matter is a cooperative matter, the Parties will proceed to resolve their issue by requesting the ESD 101 Superintendent for assistance and to facilitate a resolution process, attempting to resolve the disagreement through mediation. The site of the mediation shall be in Whitman County or a mutually agreed upon other location. The Parties will equally share the cost of the mediator

and the facility for the mediation. Each Party shall otherwise pay its own expenses.

- Step 3: If mediation fails to resolve the dispute, the Parties may initiate the termination procedure described in Paragraph 3.2, may give notice of termination as described in Paragraph 3.3 of the Agreement, or may select a third-party to determine whether the matter at issue is a cooperative matter under this Agreement. If the Parties choose the latter, they agree to be bound by the decision of the third-party for the duration of this Agreement.
- c) Nothing in the Agreement impairs a Party's right to seek injunctive relief from the Whitman County Superior Court if immediate and irreparable injury, loss, or damage to any right arising from the Agreement will occur before the mediation described in the Dispute Resolution section of the Agreement occurs.

#### **8) Revision, Amendment, Supplementation**

- a) The Agreement may be revised, amended, or supplemented by agreement of the Parties. Any revision, amendment, or supplement must be in writing, signed by the authorized individual of each Party. The Parties will review this Agreement annually.

#### **9) Miscellaneous**

- a) If any provision of the Agreement is held or deemed to be invalid, inoperative, or unenforceable as applied in any particular case in any jurisdiction, then the remaining provision of the Agreement will remain in effect.
- b) The Parties agree that the Agreement constitutes the entire agreement between the Parties and supersedes all communications, written or oral, related to the subject matter of the Agreement.
- c) No rights or responsibilities required or authorized by the Agreement may be assigned by any Party.
- d) The Agreement shall be interpreted and construed under the provisions of the laws of the state of Washington.
- e) The Parties acknowledge that they have read and understand the Agreement and do agree to every particular.
- f) The Agreement may be executed in several counterparts, each of which will be regarded as an original and all of which will constitute one document.

IN WITNESS WHEREOF, this Agreement has been executed by each Party as set forth below:  
**GARFIELD SCHOOL DISTRICT NO. 302**

By: [Signature]  
President, Board of Directors

Date: 5/30/2023

By: [Signature]  
Board of Directors

Date: 5/30/2023

By: [Signature]  
Board of Directors

Date: 5/30/2023

By: [Signature]  
Board of Directors

Date: 5/30/2023

By: \_\_\_\_\_  
Board of Directors

Date: \_\_\_\_\_

By: [Signature]  
Superintendent and Secretary to the Board of Directors

Date: 5/30/2023

**PALOUSE SCHOOL DISTRICT NO. 301**

By: [Signature]  
President, Board of Directors

Date: 5/30/2023

By: [Signature]  
Board of Directors

Date: 5/30/2023

By: [Signature]  
Board of Directors

Date: 5/30/2023

By: [Signature]  
Board of Directors

Date: 5/30/2023

By: \_\_\_\_\_  
Board of Directors

Date: \_\_\_\_\_

By: [Signature]  
Superintendent and Secretary to the Board of Directors

Date: 5/30/2023