# KALAMA-WOODLAND-RIDGEFIELD-LA CENTER TRANSPORTATION COOPERATIVE AGREEMENT

**1. Establishment and Need:**

The Board of Directors of Kalama School District No. 402, Cowlitz County; Woodland School District No. 404, Cowlitz County; Ridgefield School District No. 122, Clark County; and, La Center School District No. 101, Clark County (hereafter called participating districts); pursuant to the authority under WAC 392-346-030, do hereby agree to enter into a Cooperative Transportation Program, hereafter called the KWRL (Kalama-Woodland-Ridgefield-La Center) Transportation Cooperative, to provide safe, economical transportation of all public school students residing within the boundaries of each participating district; and, to facilitate improved services while avoiding unnecessary duplication of supervisory and technical staff, expensive facilities and equipment. It is further desired to provide flexibility in operation, which will facilitate rapid program adjustment and meet emergency or special needs as they arise. Because the KWRL Transportation Cooperative is a Washington nonprofit corporation, this Agreement will also constitute the Bylaws of the Cooperative under RCW 24.03.005(5).

This Agreement replaces and extends the original Agreement for the establishment of the Transportation Cooperative executed by the four participating districts, which became effective January 12, 1981.

**2. Scope of Transportation Cooperative:**

The activities of the Cooperative Transportation Program shall include and be limited to the following:

A. Personnel: Salaries and Benefits

1. Transportation Supervisor
2. Assistant Supervisor
3. Dispatcher(s) and/or Secretary/Secretaries
4. Bus Driver Trainer(s)
5. Mechanics
6. Service Personnel
7. Personnel hired through special funding sources
8. Bus Drivers
9. Fiscal Office Assistants

B. Supplies and Materials

C. Maintenance of:

1. All buses owned and operated by the Cooperative.

2. District owned vehicles utilized by member district administrative personnel. Vehicles or equipment used in the instructional program (i.e., Athletics, FFA programs), as well as equipment used for maintenance and grounds. Non-pupil transportation vehicles and equipment will be subject to separate billing.

D. Contractual Services:

1. Communications
2. Performance of work for which districts do not have specialized equipment.
3. Rental of necessary equipment.

E. Capital Outlay, as provided in Section 8. Equipment.

F. Bus acquisition.

The addition of any activities shall require the approval of the Administrative Council.

**3. Term:**

The term of this Agreement shall be on a fiscal year basis, beginning March 1st, 2013 and continuing until August 31st, 2023. The Agreement shall thereafter be automatically renewed from year to year unless a participating District gives written notice of its decision to terminate its membership in the Transportation Cooperative, as outlined in Section 12. Withdrawal. Should one or more of the participating Districts desire to terminate participation in the Cooperative, district or districts wishing to terminate will provide at least one (1) fiscal year's notice in writing before participation in the Cooperative may be terminated.

**4. Location:**

The Transportation Cooperative maintenance facility will be located in the Woodland School District at 989 Frazier Lane, Woodland, Washington, housing the Cooperative offices, transportation supervisor, assistant supervisor, dispatcher(s), driver trainer(s), secretarial and maintenance personnel. The Cooperative facility in Woodland will be utilized for all major maintenance and mechanical repairs for all buses used in the Cooperative. Woodland buses and drivers will use the Cooperative facility at Woodland as a base of support.

The Paradise Point Cooperative facility located at the northeast corner of NW 31St Avenue and NW 324th Street, Ridgefield, Washington, will serve as a joint parking and driver base of support for Ridgefield and La Center.

Kalama buses and drivers will be housed in Kalama for all normal operations.

All of the above designated transportation facilities and others used by Cooperative buses and drivers will be maintained by the Cooperative as approved by the Administrative Council.

Purchase and installation of new fuel tanks shall be the responsibility of the Cooperative. The Cooperative shall be responsible for fuel tank and pump maintenance at the respective District sites and Cooperative facilities.

**5. Administration:**

It is agreed that there shall be an Administrative Council, which shall consist of the Superintendents of the participating districts. This Council is charged with establishing policies and procedures for the orderly management of the Cooperative by the Cooperative Transportation Supervisor. This Council is further charged with receiving, advising and acting on recommendations from staff, participating Districts and advisory committees, as may be established from time to time by the Council, at regularly scheduled meetings. This Council shall delegate to the Transportation Supervisor the responsibilities of planning, formulating and the orderly implementation of policies and procedures necessary for the daily operation of this Cooperative in accordance with approved guidelines and policies of the Administrative Council.

It is agreed that the administration of the program shall be vested in the Administrative Council, who shall be charged with the responsibility of conducting the transportation program according to policies adopted by the Board of Directors of the Woodland School District after consultation with and concurrence with the Boards of Directors of all participating districts. The Administrative Council shall elect its Chairman on an annual basis, and determine specific responsibilities for member Superintendents for the major areas of management of the Cooperative (i.e., finance, labor relations, facility management, personnel, insurance, fleet acquisitions, etc.).

**6. Budget:**

The Administrative Council shall prepare a preliminary budget considering input from the Cooperative Transportation Supervisor, covering the proposed operation and financing of the Cooperative for submission to the participating Districts by May 1, and a final budget by September 1, of each school year. The budget shall show details of estimated expenditures and revenues and shall show an estimate of the net cost to each participating District.

Unless otherwise determined by the Administrative Council and the participating districts, the Woodland School District shall be responsible for incorporating the proposed Cooperative Transportation Budget, as prepared by the Administrative Council, into its General Fund Budget, in accordance with instructions for preparing the F-195 budget document.

Unless otherwise determined by the Administrative Council and the participating

Districts, the Woodland School District Superintendent shall be charged with supervision of revenues and expenditures within the limits of the budget as approved by the Administrative Council and adopted by the Woodland School District Board of Directors. The Woodland Superintendent shall furnish to all participating Districts a program budget detail on a monthly basis.

**7. Utilization:**

Utilization of the transportation facilities shall be on a joint participation basis and shall be based upon a fair and equitable program as detailed in the rules and regulations adopted by the Administrative Council and Boards of Directors of the participating Districts.

**8. Equipment:**

All existing major capital equipment being utilized in the existing cooperative transportation program is the property of the Transportation Cooperative. All supplies and materials shall be located in the Cooperative maintenance facility located in Woodland, unless otherwise determined by the Administrative Council. As equipment needs to be replaced or new equipment purchased to maintain efficient operation of the program, equipment may be purchased to replace, supplement or add to the equipment and facilities available, with the approval of the Administrative Council. Such purchases will be on a prorated cost basis as provided in Section 11 (Proration of Cost) of this Agreement, and shall become the property of the Transportation Cooperative. No equipment will be removed from the transportation facilities without the written consent of the Administrative Council,

The Administrative Council shall have the authority to recommend to the Woodland School District Board of Directors the sale of surplus equipment and buses no longer usable by the Cooperative.

**9. Bus Acquisition:**

All school buses now owned are the property of the Transportation Cooperative; and all school buses acquired in the future shall be purchased by the Transportation Cooperative.

State depreciation reimbursement revenue generated by participating districts after August 31st, 1981, shall become the revenue of the Transportation Cooperative.

**10. Mediation:**

It is hereby mutually agreed that whenever an issue concerning the operation of the Transportation Program arises between participating Districts, it shall be resolved in accordance with the following procedures:

The matter shall first be presented to the Transportation Cooperative Administrative Council. In the event of failure to agree at that level, the matter shall be submitted to the Boards of Directors of all participating Districts party to this Agreement. In the event there is still no agreement at this level, a conference committee shall be established to resolve the issue. This conference committee shall consist of one board member from each of the participating boards and chaired by the Educational Service District 112 Superintendent. Each board member participating has one vote. In case of a tie, the Chairman shall cast a vote. The recommendations of this committee shall be binding upon all participating Districts, Administrative Council and the Transportation Cooperative.

**11. Proration of Costs:**

Cost of operation shall be defined as the cost of carrying out the scope of the Cooperative Transportation Program as set forth in Section 2 (Scope of Transportation Cooperative); Excess and local costs are defined as those costs greater than State reimbursement.

Excess and local costs are distributed to each District on a percentage basis. Bus mileage and hourly bus usage by each District are the components of the percentage used for distribution of excess and local costs. Costs associated with extracurricular and field trips will be billed back to each District separately and not considered in the excess cost percentage.

The calculations, necessary adjustments, and intra-district excess costs billings shall be the responsibility of the Fiscal Officer of the Woodland School District (Cooperative Fiscal agent) or his or her designee, under the direction of the Administrative Council.

**12. Withdrawal:**

In the event that a participating District desires to withdraw from the Cooperative Transportation Program, said District desiring withdrawal shall give notice in writing to all participating Districts no later than September 1st of the fiscal year preceding withdrawal. The withdrawal shall become effective on September 1st of the next succeeding fiscal year.

Equipment and capital investment remain the property of the Cooperative Transportation Program.

Any participating District withdrawing in future years shall receive a quantity of Transportation Cooperative buses determined as follows:

A. Every Transportation Cooperative bus on the state depreciation schedule at the time the participating District withdraws will be listed at the net value, which

is the total balance due on the state depreciation schedule less any liability balance due on the bus if purchased on a sales contract.

B. Add all net value listed in (A) above for a total. The withdrawing District's current payment rate shall be multiplied times the total.

C. Said withdrawing District may pick any series of buses such that the net value of the buses will equal the amount determined in (B) above (rounded to a whole bus). The uneven amount over or under shall be paid to the Cooperative or to the District.

D. Any liability remaining on the buses chosen by the withdrawing District shall become the liability of the withdrawing District.

E. Additionally, the withdrawing District shall receive a proration of all the Transportation Cooperative spare buses (off the state depreciation list) determined by their current payment rate times the number of spare buses rounded to the nearest whole number.

**13. Dissolution Provisions:**

In the event that a sufficient number of participating Districts are of the opinion that the Cooperative is not meeting the intended goals of providing safe, economical transportation for all public school pupils residing with the boundaries of each participating District, they may mutually agree to dissolve the program and shall be consistent with WAC 392-346-040 (Dissolution Provisions). If such dissolution should occur, capital investment and equipment owned by the Cooperative shall revert to the participating Districts at the same pro rata share as the Districts are providing revenue on the last year of operation. In the event of dissolution, the Cooperative's maintenance facility shall remain the possession of the Woodland School District, and shall not be considered in the calculation of Woodland's pro rata share of capital investment and equipment. The Paradise Point facility is an asset of the KWRL non-profit corporation and will be considered similarly to buses and equipment thereby owned and liquidated on a pro rata share of the member Districts and according to the procedures of the Articles of Incorporation and the Washington Nonprofit Corporation Act.

**14. Admission of New Districts:**

Whenever a new school district wishes to become a participating member of the Cooperative Transportation Program, they shall submit a formal request to the Boards of Directors of the participating Districts, through the Administrative Council. The Administrative Council shall develop a proposal for inclusion of the district and submit it to the Boards of Directors of the participating Districts for ratification.

In the event the Administrative Council does not believe that the expansion of the

Cooperative Transportation Program is feasible at the time of the new district request, they shall submit to the Boards of Directors of the participating Districts, along with the request for inclusion, the Council's recommendations, with rationale for not expanding the program.

**15. Gifts:**

The Cooperative Transportation Program may receive gifts of cash, equipment or services from any source whatsoever. Such cash, equipment or services shall become the property of the Cooperative and shall, in the event of dissolution of the Cooperative, be prorated back to the participating Districts as outlined above under Section 13 (Dissolution Provisions).

**16. Amendments:**

This Agreement may be amended by mutual agreement of the members of the Administrative Council, and ratification by the Boards of Directors of the participating Districts.

**17. Signatures of Agreement:**

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS:

Kalama School District No. 402, dated _____, 2013.

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| _____ | _____ |
| Jim Sutton<br>Superintendent | Shannon Barnett<br>Board Chairperson |

Woodland School District No. 404, dated _____, 2013.

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| _____ | _____ |
| Michael Green<br>Superintendent | Jim Bays<br>President |

Ridgefield School District No. 122, dated _____, 2013.

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| _____ | _____ |
| Art Edgerly<br>Superintendent | Julie Olson<br>President |

La Center School District No. 101, dated February 26, 2013.

Laurie Kansanback 2/23/13 5:11 PM
**Deleted:** _____

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| _____ | _____ |
| Dr. Mark Mansell<br>Superintendent | Cris Yaw<br>Board Chairperson |