

INTER-LOCAL AGREEMENT
between **BELLINGHAM SCHOOL DISTRICT** and
BLAINE, FERNDALE, MERIDIAN, and MOUNT BAKER SCHOOL DISTRICTS
2019-2020

I. INTRODUCTION

WHEREAS, legislatively approved staffing ratios and available fiscal resources generally preclude the resident district of private school students from generating sufficient staff to meet the needs of the private school students who are eligible for Title IA services;

WHEREAS, cooperative staffing agreements among school districts provide a more efficient and economical basis for managing and implementing the private school Title IA program;

WHEREAS, the districts who are parties to this agreement have chosen to avoid unnecessary duplication of services and to provide resources for educational programs not otherwise available; and

WHEREAS, RCW 39.34 authorizes school districts to join together to engage in various activities and enter into an inter-local agreement signed by all parties for the purpose stated in the agreement;

Now THEREFORE:

The BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT and MOUNT BAKER SCHOOL DISTRICT hereby enter into a cooperative arrangement with the BELLINGHAM SCHOOL DISTRICT so as to secure certificated teacher time to provide additional instruction in reading and/or math for eligible students to receive Title IA support in private schools within the BELLINGHAM SCHOOL DISTRICT'S boundaries, pursuant to the terms and conditions of this agreement.

II. PURPOSE

The purpose of this agreement is the formation of a cooperative to provide Title IA services to those private school students who qualify for additional instruction in reading and/or math according to Title IA guidelines.

III. MEMBERSHIP

Membership in this cooperative requires participating members to sign this inter-local agreement.

IV. FINANCING/COSTS/RATES

The BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT and MOUNT BAKER SCHOOL DISTRICT shall each pay an amount sufficient to reimburse the BELLINGHAM SCHOOL DISTRICT the hourly costs of the

necessary certificated position, at the certificated employee's experience placement level according to the BELLINGHAM SCHOOL DISTRICT certificated employees' salary schedule, plus related benefits. This will be done in the following fashion:

The BLAINE SCHOOL DISTRICT, FERNDAL SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT and MOUNT BAKER SCHOOL DISTRICT will reimburse BELLINGHAM SCHOOL DISTRICT the cost of each District's projected eligible Private School students enrolling in Private Schools within the BELLINGHAM SCHOOL DISTRICT boundaries. The amount payable by each District shall be calculated from the number of projected eligible Private School students enrolling in Private Schools within the BELLINGHAM SCHOOL DISTRICT boundaries as of June 1 for the subsequent school year, multiplied by the Title IA Per Pupil Expenditure [PPE] calculation, as listed in each District's Title IA Application for 2019- 2020.

The projected 2019-2020 Title 1A funds are \$1,106.00 for The BLAINE SCHOOL DISTRICT, \$6800 for FERNDAL SCHOOL DISTRICT, \$7785 for MERIDIAN SCHOOL DISTRICT and \$2,408.00 for MOUNT BAKER SCHOOL DISTRICT. The funds generated from each District will then be pooled together to provide services to eligible Private School students in Bellingham determined by (1) residence in a participating public-school district's attendance area, and (2) educational need.

V. RIGHTS & OBLIGATIONS OF THE DISTRICTS

Each District acknowledges that by entering into this inter-local agreement they are causing financial commitments to occur, and therefore they agree they will not terminate prior to the expiration provisions of part VII below without the consent of all parties to this agreement. In the event of unilateral termination without mutual consent, the terminating party agrees to indemnify and pay the parties that have not agreed to termination for any financial loss which results from such termination.

VI. DISPUTE RESOLUTION

Disputes arising out of this agreement shall be resolved in the following fashion:

The disputing parties may present their arguments to the Director of Categorical Programs of the providing district, for determination, or, if need be, to the Superintendent of the providing district. If no resolution is reached, then the dispute shall be submitted to the executive director of ESD 189 for resolution.

VII. TERM OF AGREEMENT/TERMINATION

This agreement begins with hiring of a certificated teacher for the 2019-2020 school year and shall be renewed each year based on available Title IA funding. The agreement is effective on the date of signature by all parties.

VIII. DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION

All assets acquired by The BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT and MOUNT BAKER SCHOOL DISTRICT, and placed in service for this cooperative during the term of this agreement shall remain the property of the BELLINGHAM PUBLIC SCHOOL DISTRICT. Any asset acquired by a participating district and used in the program, but not billed to the cooperative, shall remain the property of the purchasing District.

IX. ASSIGNMENT/WAIVER/SEVERABILITY

No rights or responsibilities required or authorized by this agreement may be assigned by any party hereto unless otherwise agreed to in writing.

No provision of this agreement, or the right to receive reasonable performance or any act called for by its terms, shall be deemed waived by a breach thereof as to a particular transaction or occurrence.

If any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this agreement are declared severable.

X. SUSPENSION, DEBARMENT

The parties to this agreement certify, and each relies thereon in execution of this agreement, that neither their District nor its employees or agents are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded from the award of contracts by any Federal governmental agency or department.

XI. FISCAL

BELLINGHAM SCHOOL DISTRICT will be the fiscal agent for this contract. BELLINGHAM SCHOOL DISTRICT will invoice the BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT and MOUNT BAKER SCHOOL DISTRICT at the start of the 2019-20 school year for the above agreed upon dollars in section IV. The BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT and MOUNT BAKER SCHOOL DISTRICT will send payments as per invoice agreement.


XII. HEADINGS/SIGNATURES/APPROVAL

The headings of each section of this agreement are only provided to aid the reader. If there is any inconsistency between the headings and the content, the content will prevail.

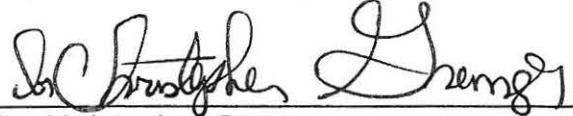
By signing this agreement, the parties acknowledge that they have read and understand this agreement, including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this agreement, together with any attached appendices, constitutes the entire agreement between the parties and

supersedes all communications, written or oral, heretofore related to the subject matter of this agreement.

By signing below, each party affirms that this agreement has been approved by his/her Board of Directors or that he/she has been given authority by such board to enter into this agreement. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.


Date: 2/19/2020

Dr. Greg Baker
Superintendent, Bellingham School District


Date: 3/23/2020

Dr. Christopher Granger
Superintendent, Blaine School District


Date: _____
Dr. Linda Quinn,
Superintendent, Ferndale School District

Date: _____
Dr. James Everett,
Superintendent, Meridian School District

Date: _____
Mary Sewright,
Superintendent, Mount Baker School District

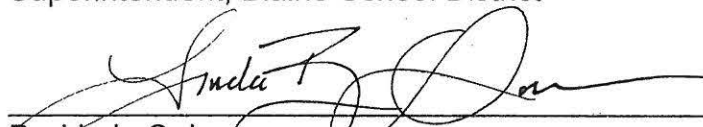
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Dr. Greg Baker
Superintendent, Bellingham School District

Date: _____
Dr. Christopher Granger
Superintendent, Blaine School District


Date: 03/31/20


Dr. Linda Quinn
Superintendent, Ferndale School District

Date: _____
Dr. James Everett,
Superintendent, Meridian School District

Date: _____
Mary Sewright,
Superintendent, Mount Baker School District

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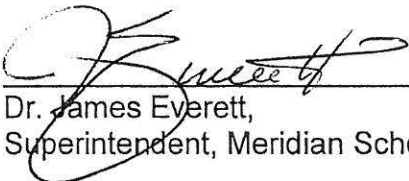
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Dr. Christopher Granger
Superintendent, Blaine School District

Date: _____
Dr. Linda Quinn,
Superintendent, Ferndale School District



Date: 3/19/2020

Dr. James Everett,
Superintendent, Meridian School District

Date: _____
Mary Sewright,
Superintendent, Mount Baker School District

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Superintendent, Bellingham School District

Date: _____
Dr. Christopher Granger
Superintendent, Blaine School District

Date: _____
Dr. Linda Quinn,
Superintendent, Ferndale School District

Date: _____
Dr. James Everett,
Superintendent, Meridian School District


Date: 3/12/2020

Mary Sewright,
Superintendent, Mount Baker School District

BOARD APPROVED
MAR 12 2020
BY: PB