AGREEMENT FOR INTERDISTRICT COOPERATIVE EDUCATIONAL SERVICES BETWEEN FERNDALE SCHOOL DISTRICT NO. 502 AND BELLINGHAM SCHOOL DISTRICT NO. 501 2021-22 School Year

This agreement for services is hereby entered into by and between the <u>Bellingham School District</u> No. 501, Whatcom County No. 37, Washington and Ferndale School District 37-502.

- 1. The agreement is entered into pursuant to and under the authority granted by RCW Chapters 28A and 39.34 (Interlocal Cooperation Act) and other provisions of the laws of the state of Washington and any applicable federal laws, which authorize school districts to join together in various activities. This agreement was approved by each respective board of directors. Signed copies of each respective school district board minutes or resolution approving the agreement are available for inspection at each respective school district administrative office.
- 2. Purpose The purpose of this agreement, as authorized by the aforementioned statutes and/applicable laws, is to utilize interdistrict cooperation to provide educational programs not otherwise available and to avoid duplications of specialized programs and facilities. These objectives will be achieved by the following described cooperative program.
- 3. Duties and Responsibilities The Bellingham School District will allow eleven (11) students from the Ferndale School District to participate in the existing Squalicum High School swim team practices and WIAA competitions for the 2021-22 school year.
 - Transportation of student to or from facilities where program services are located is an essential part of this cooperative. Such transportation will be the responsibility of the Ferndale School District and shall be provided in such a manner as they consider appropriate.
- 4. Criminal Record Checks In accordance with RCW 28A.400.303, Bellingham School District employees, agents, or contractors who will have regularly scheduled unsupervised access to children will be required to undergo a record check through the Washington State Patrol Criminal Investigation System under RCW 43.43.830-.834, RCW 10.97.050, and through the Federal Bureau of Investigation. The record check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. This record check will occur before the individual is allowed access to District property and/or facilities where unsupervised access to children will occur. If the individual has undergone a record check meeting the requirements described above, the background check may be waived.
- 5. Crimes against Children In accordance with RCW 28A.400.330, employees, agents, and contractors of the Bellingham School District are prohibited from working at a District school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322.

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6. Funding - The Ferndale School District agrees to pay Bellingham School District \$4818.00 for the cost of services. A detailed breakdown of the regular season costs included in the \$4818.00 is attached. Post season costs will be billed separately as they occur.

The following shall be the contact person for all communications and billings regarding this Agreement:

-B	
Bellingham School District	Ferndale School District
Accounts Receivable:	Accto Payable Icelly Warner
Patricia Curtis (360) 676-6428	Icelly Warner
Email: paz.curtis@bellinghamschools.org	Kelly, Warnen etemdalesd. O.

- 7. Term and Termination The term of this agreement is for the 2021-22 school year, starting on November 15, 2021 and ending on or around February 19, 2022, depending on emergency closure days. Either party may terminate the Agreement without cause by giving thirty (30) days' written notification in advance of the proposed termination date to the other party or earlier if mutually agreed upon. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 8. Indemnity Ferndale School District shall defend, indemnify, and hold harmless Bellingham School District in full for any and all claims against Bellingham School District or its employees, officials or contractors which arise from the acts or omissions of Ferndale School District and its employees, officials and contractors in the provision of services under this Interdistrict Agreement. Bellingham School District shall defend, indemnify, and hold harmless Ferndale School District in full for any and all claims against Ferndale School District or its employees, officials or contractors which arise from the acts or omissions of Bellingham School District and its employees, officials and contractors in the provision of services under this Interdistrict Agreement.
- 9. Entire Agreement This Agreement constitutes the entire agreement between the parties, supersedes any prior obligations, negotiations, or discussions between them, and may only be changed by written amendment signed by the parties.

Departe	1/12/2022	
Bellingham School District Superintendent	Date	
Zu. X	1/14/22	
Ferndale School District Superintendent or Designee	Date	

Bellingham School District 2021-22 SQHS Boys Swim - Ferndale Students

	Cost
SQHS Swim Coaches	\$ 10,120.00
Arne Hanna Pool Rental (1/3 of total cost - shared by 3 H.S.)	\$ 6,524.00
Total Cost for SQHS Boys Swim Team	\$ 16,644.00
Total Cost per student (27 SQHS, 11 FHS)	\$ 438.00
Total Cost to Ferndale School District (11 students)	\$ 4,818.00