

**INTER-LOCAL AGREEMENT**  
between **BELLINGHAM SCHOOL DISTRICT** and  
**BLAINE, FERNDALE, and MERIDIAN, DISTRICTS**  
**2021-2022**

**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, and MERIDIAN 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 ,and MERIDIAN SCHOOL DISTRICT shall each pay an amount sufficient to reimburse

communication agent on their behalf in coordination of Title I services for students in private schools within the Bellingham School District boundaries.

#### **VIII.DISTRIBUTION OF ASSETS ON TERMINATION/DISSOLUTION**

All assets acquired by The BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, and MERIDIAN 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.PERIOD OF PERFORMANCE**

The period of performance of this AGREEMENT shall commence on September 1, for each fiscal year in accordance with the annual Office of Superintendent of Public Instruction (OSPI) Private Participation in Federal Programs application (private school's intent to participate), and be completed by August 31, of each fiscal year enacted.

#### **XI.PROGRAM REQUIREMENTS**

Both parties shall perform and supply the following as defined by federal regulation regarding Title I, Part A Private School Participation:

Private school and LEA will provide student address information to the fiscal agent district for the purpose of determining Title I, Part A service area eligibility prior to when Title I, Part A services begin.

personnel from the parties hereto, other personnel duly authorized by the parties, the Office of the State Auditor, and federal officials, so authorized by law. All books, records, documents, and other material relevant to this AGREEMENT will be retained for six years after expiration in the BELLINGHAM SCHOOL DISTRICT Business Office and The BLAINE SCHOOL DISTRICT, FERNDAL SCHOOL DISTRICT, and MERIDIAN SCHOOL DISTRICT, Business Office, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one party to this AGREEMENT to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond.

Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Provided that disclosure may occur when disclosure is required pursuant to the public disclosure provisions of chapter 42.56 RCW. If such disclosure is requested, each party will notify the other of the request and allow the requested party sufficient time in compliance with the Public Disclosure Provisions to consult with counsel, if appropriate, before responding to inquiry.

#### **XIV. RIGHTS IN DATA**

Unless otherwise provided, data that originates from this AGREEMENT shall be "works for hire" as defined by the U.S. Copyright Act of 1976, and shall be owned by requesting party. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

#### **XV. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **XVI. INDEMNITY**

The BLAINE SCHOOL DISTRICT, FERNDAL SCHOOL DISTRICT, and MERIDIAN 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 The BLAINE SCHOOL DISTRICT,

voluntarily excluded from the award of contracts by any Federal governmental agency or department.

**XX.FISCAL**

BELLINGHAM SCHOOL DISTRICT will be the fiscal agent for this contract. BELLINGHAM SCHOOL DISTRICT will invoice the BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, and MERIDIAN SCHOOL DISTRICT at the start of the 2021-2022 school year for the above agreed upon dollars in section IV. The BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, and MERIDIAN SCHOOL DISTRICT will send payments as per invoice agreement.

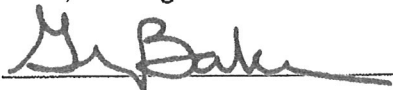
**XXI.HEADINGS/SIGNATURES/APPROVAL**

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.

Dr. Greg Baker  
Superintendent, Bellingham School District

Signature: 

Date: 2/15/2022

Dr. Christopher Granger  
Superintendent, Blaine School District

Signature: \_\_\_\_\_

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