

**AGREEMENT FOR INTERDISTRICT COOPERATIVE EDUCATIONAL SERVICES
BETWEEN NOOKSACK VALLEY SCHOOL DISTRICT NO. 506
AND
FERNDALE SCHOOL DISTRICT NO. 502
2022-23 SCHOOL YEAR**

This agreement for special education services is hereby entered into by and between the Ferndale School District No. 502, Whatcom County No. 37, Washington and Nooksack Valley School District No. 506

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 inter-district 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 Nooksack Valley School District will subcontract for **0.2 FTE** for Monlo Beck, Physical Therapist, to serve students with physical therapy needs in the Nooksack Valley School District according to the rules and regulations of the State of Washington.
4. Criminal Record Checks - In accordance with RCW 28A.400.303, Ferndale 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 Ferndale 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.

6. 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.
7. Funding - The Nooksack Valley School District agrees to pay Ferndale School District up to **\$29,000** in costs which could include salaries, benefits, and administrative fees. Mileage will be billed separately. This includes approximately \$20,072 in salary and approximately \$7,025 in benefits. The Nooksack Valley School District will generate a purchaseorder for the amount and terms listed above.

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

Ferndale School District	Nooksack Valley School District
Accounts Receivable: Kelly Warner Email: Kelly.warner@ferndalesd.org Phone: (360) 383-9231	Accounts Payable: Doreen Vermeulen Email: Doreen.Vermeulen@nv.k12.wa.us Phone: (360) 988-8983

8. Term and Conditions - The term of this agreement is for the 2022-23 school year, starting on August 30, 2022 and ending on June 17, 2023, depending on emergency closure days.
9. Indemnity - Nooksack Valley 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 Nooksack Valley School District and its employees, officials and contractors in the provision of services under this Interdistrict Agreement. Ferndale School District shall defend, indemnify, and hold harmless Nooksack Valley School District in full for any and all claims against Nooksack Valley 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.
10. 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 via written amendment signed by the parties.



 Ferndale School District Superintendent

Date 6/16/22

 Nooksack Valley School District Superintendent

Date