

INTERLOCAL AGREEMENT
BETWEEN
BELLINGHAM TECHNICAL COLLEGE
AND
BELLINGHAM SCHOOL DISTRICT NO. 501

SEPTEMBER 2025 THROUGH AUGUST 2028

This Interlocal Agreement (herein "Agreement") is entered into between Bellingham Technical College (herein "College") and the Bellingham School District No. 501 (herein "District"), under the authority of chapter 39.34 RCW (Interlocal Cooperation Act) and WAC 392-700-042 (interlocal cooperation for dropout recovery programs) and by formal action taken by the respective governing boards of the parties.

PURPOSE

It shall be the purpose of this Agreement to:

Continue a joint program between the parties that supports the statewide dropout reengagement system as defined in RCW 28A.175.105 and chapter 392-700 WAC through a collaboration model providing three (3) pathways of success that best serve youth.

Provide vocational and regular education opportunities for eligible out-of-school participating students who are working toward course credits which satisfy high school graduation requirements through the Youth Reengagement Program (herein "Program") operated by the College and District.

Utilize the respective powers of the parties to this Agreement to provide educational opportunities to individuals who are under 21 by September 1 of each year, but at least 16 years of age, who have not met high school graduation requirements, and who by mutual agreement are no longer engaged in the Bellingham School District either as a result of being withdrawn from school, lack of attendance, or failure to make academic progress.

SCOPE OF WORK

The parties agree to administer this Agreement through their designees in compliance with WAC 392-700 as well as WAC 392-121-188, as described in the attached Scope of Work (SOW). The program will serve students who are residents of the school district and also students who are residents of other school districts, provided that the student petitions for release from the student's resident district under RCW 28A.225.220 through 28A.225.230 in order to attend the program and is accepted by the District.

District staff will have continue to have access to students enrolled in the Program in order to provide support services such as case management, Special Education, accommodations under Section 504, and transitional bilingual services as noted in Section H of the SOW. The parties may establish an Memorandum of Agreement to provide for this access.

FUNDING

It is the intent of the parties that funding for the Program generated by student participation will be provided with state apportionment monies through the Office of the Superintendent of Public Instruction (OSPI), at no tuition to the student, based on either the definition of Full-Time Equivalent (FTE) provided in WAC 392-121-188 (18) and/or the definition of enrolled student as provided in RCW 28A.175.100, WAC 392-121-106, and consistent with the procedures set forth in the Scope of Work (Exhibit A). Administrative oversight costs not covered by OSPI funding will be covered by respective organizations. The funding and reimbursement provisions of Scope of Work, Section K will determine the distribution of state apportionment.

COST SHARING

The District and the College will not share program costs relating to any facility usage, utilities, administrative staffing, clerical staffing, or security staffing during the term of this Agreement.

TERM AND TERMINATION

This Agreement is anticipated to be effective for the period beginning September 2025 and running through August 2028.

This Agreement may be terminated without cause by giving written notice to the non-terminating party at least ninety (90) calendar days in advance of the proposed termination date. Written notice of termination shall be deemed to have been given three (3) calendar days after depositing the notice, postage prepaid, in the United States mail, or upon receipt, if by personal delivery. Students enrolled in the program upon the termination date will be advised of alternate instructional options available to them outside of the program. It is further understood and agreed that at no time can this agreement be terminated so as to interrupt the continuity of the program. The recipients of all notices pursuant to this Agreement shall be the Superintendent of the District and the President of the College.

Superintendent of Bellingham School District
Bellingham Public Schools
1985 Barkley Boulevard
Bellingham, WA 98226

President of Bellingham Technical College
3028 Lindbergh Avenue
Bellingham, WA 98225-1518

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service or public agency such as PERC that may select the mediator for the parties. The parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method. If the parties cannot reach resolution, such claims shall be filed in Whatcom County Superior Court.

RECORDS

All operation of, and accounting by, either party pertaining to this Agreement shall be open to the inspection of either party or the public upon request, as each party recognizes that such documentation is subject to the Public Records Act, Chapter 42.56 RCW.

FERPA

Access to all student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA). The Parties agree to share attendance information, information regarding student barriers, educational planning and information on student progress. This information will be shared only with those involved in this program with a legitimate educational interest. The Parties will notify each other as soon as practicable of a breach resulting in an actual or reasonably suspected theft, loss or unauthorized disclosure of student educational records pursuant to the activities of this Agreement.

LIABILITY PROVISIONS

Each party shall each be responsible for the consequences of any act or failure to act on the part of itself, its directors, employees, and its agents. Each party shall be responsible for its own negligence, and neither party shall indemnify or hold the other party harmless; neither party assumes responsibility to the other party for its consequences of any act or omission of any person, firm or corporation not party to this Agreement.

The College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against the College and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

The District is covered via the Schools Insurance Association of Washington (SIAW) against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the District, its agents, representatives, employees or subcontractors. Upon request, the District shall provide the College a Certificate of Insurance evidencing:

- Commercial General Liability: \$2 million per occurrence, \$5 million general aggregate
- Sexual Abuse & Molestation Liability: \$1 million per occurrence
- Professional Liability: \$1 million per occurrence, \$3 million aggregate
- Workers' Compensation insurance in compliance with RCW Title 51

College and District expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

GOVERNING LAW

This contract is entered into and shall be governed by the laws of the State of Washington. The provisions of this Agreement shall be construed to conform to Washington law. In the event of any inconsistency in the terms of this Agreement, including attachments, or between its terms and any applicable statute or rule, the consistency shall be resolved by giving precedence in the following order:

1. OSPI Scope of Work;
2. This Agreement.

Any disputes of a judicial nature shall be filed in the Whatcom County Superior Court.

NO SEPARATE ENTITY CREATED

No separate legal or administrative entity is intended by this Agreement.

AMENDMENT AND WAIVER

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto. If any provision of this Agreement or of any other agreement document or writing pursuant to or in connection with the Agreement shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of the Agreement.

INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either party, nor shall it in any way alter the control of management, assets and affairs of the respective parties.

CRIMINAL RECORDS CHECK

Pursuant to RCW 28A.400.303, College shall require a record check through the Washington State Patrol criminal identification system under RCW 43.43.830, 10.97.030, and 10.97.050 and through the federal bureau of investigation before hiring an employee who will have regularly scheduled unsupervised access to children. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card.

CRIMES AGAINST CHILDREN

College shall prohibit any employee of the College from working at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. Failure to comply with this section shall be grounds for the school district immediately terminating the contract.

For Bellingham School District No. 501:

Dr. Greg Baker
District Superintendent

For Bellingham Technical College:

James Lemerond, Ed.D.
College President

06 / 13 / 2025

06 / 17 / 2025

Signature and Date