

Interdistrict Agreement
Between Blaine School District and Bellingham School District
Dates: January 29, 2026-June 12, 2026

This agreement for special education services is hereby entered into by and between the **Bellingham School District 37-501 and Blaine School District 37-503.**

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 services to student during the period of time between her family's move and change of address from the Bellingham School District attendance area to the Blaine School District attendance area through the end of the 2025-26 school year. These objectives will be achieved by the following described cooperative program.
3. Duties and Responsibilities - Upon her move from the Bellingham School District attendance area to the Blaine School District attendance area on January 29, 2026, the Bellingham School District will provide a free and appropriate education for a student from the Blaine School District consistent with the student's Individual Education Program and the rules and regulations of the State of Washington, through June 12, 2026 This education will be provided within existing district programs, and with established contracted services.

Transportation of student to or from facilities where program services are located will be the responsibility of the Blaine School District and shall be provided in such a manner as they consider appropriate. Transportation to individual outings may be provided by Bellingham School District.

The Bellingham School District, under this agreement, will be serving one (1) student **[S.A.]** from the Blaine School District.

4. Criminal Record Checks – In accordance with RCW 28A.400.303, Bellingham School District employees, agents, or contractors who have regularly scheduled unsupervised access to children are 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 includes a fingerprint check using a complete Washington State criminal identification fingerprint card. This record check occurs before the individual is allowed access to District property and/or facilities where unsupervised access to children will occur. Under this agreement, services will continue to be delivered by existing Bellingham School District employees and contractors who have undergone this criminal record check.

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.

6. Funding – The Blaine School District agrees to pay Bellingham School District the cost of services from three sources. First, Blaine School District will allow the Bellingham School District to claim the student for basic education from OSPI. Second, the Blaine School District will allow Bellingham School District to claim the student for special education funding from OSPI, including submitting for Safety Net Reimbursement for services delivered through June 12, 2026. Third, Blaine school district agrees to pay the Bellingham School district for the cost of the student’s services which are not reimbursable by Safety Net. This includes the cost of non-direct services which are delivered in support of the student’s IEP services but not reimbursable by Safety Net, and the cost of direct services equivalent to the Safety Net threshold of \$38,252, prorated for the 2nd semester enrollment period.

An estimate of these costs is based upon last years’ service. Actual costs will be based upon current services and expenses, which include increased payroll costs in the 2025-26 school year, prorating costs for enrollment beginning Jan. 29.

- Estimated cost to be paid by Blaine School District: \$24,000

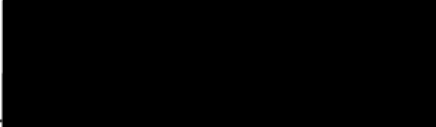
The following shall be the contact person for all communications and billings regarding this Agreement:

Rebecca Potts, Special Programs Specialist	rpotts@blainesd.org 360-332-0722
Lindsay Nowakowski, Special Program Director	lnowakowski@blainesd.org

7. Term and Termination – The term of this agreement is January 29, 2026 through June 12, 2026. 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 – Blaine 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 Blaine 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 Blaine School District in full for any and all claims against Blaine 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 provided that Blaine School District shall remain responsible for defense of any claims alleging a failure to provide FAPE to the student served 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.


Blaine School District Superintendent
Or Designee

1/27/26
Date


Birmingham School District Superintendent
Or Designee

1/15/2026
Date