

INTER-LOCAL AGREEMENT
between **BELLINGHAM SCHOOL DISTRICT** and
FERNDAL, MERIDIAN, MOUNT BAKER, LYNDEN, BLAINE and NOOKSACK
VALLEY DISTRICTS

2025-2026

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, FERNDAL SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN 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, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN SCHOOL DISTRICT shall each pay an amount sufficient to reimburse the BELLINGHAM SCHOOL DISTRICT the hourly costs of the necessary certificated position, at the certificated employee's experience placement level according to the BELLINGHAM SCHOOL DISTRICT certificated employees' salary schedule, plus related benefits. This will be done in the following fashion:

The BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN SCHOOL DISTRICT will reimburse BELLINGHAM SCHOOL DISTRICT the cost of each District's projected eligible Private School students enrolling in Private Schools within the BELLINGHAM SCHOOL DISTRICT boundaries. The amount payable by each District shall be calculated from the number of projected eligible Private School students enrolling in Private Schools within the BELLINGHAM SCHOOL DISTRICT boundaries as of October 1 for the subsequent school year, multiplied by the Title IA Per Pupil Expenditure [PPE] calculation, as listed in each District's Title IA Application for 2025-2026.

The projected 2025-2026 Title 1A funds are \$4,781.00 for BLAINE SCHOOL DISTRICT, \$17,085.00 for FERNDALE SCHOOL DISTRICT, \$9,522.00 for MERIDIAN SCHOOL DISTRICT, \$4,108.00 for MOUNT BAKER SCHOOL DISTRICT, \$839.00 for NOOKSACK VALLEY SCHOOL DISTRICT, and \$619.00 for LYNDEN SCHOOL DISTRICT. The funds generated from each District will then be pooled together to provide services to eligible Private School students in Bellingham determined by (1) residence in a participating public-school district's attendance area, and (2) educational need.

V.RIGHTS & OBLIGATIONS OF THE DISTRICTS

Each District acknowledges that by entering into this inter-local agreement they are causing financial commitments to occur, and therefore they agree they will not terminate prior to the expiration provisions of part VII below without the consent of all parties to this agreement. In the event of unilateral termination without mutual consent, the terminating party agrees to indemnify and pay the parties that have not agreed to termination for any financial loss which results from such termination.

VI.DISPUTE RESOLUTION

Disputes arising out of this agreement shall be resolved in the following fashion:

The disputing parties may present their arguments to the Director of Categorical Programs of the providing district, for determination, or, if need be, to the

Superintendent of the providing district. If no resolution is reached, then the dispute shall be submitted to the executive director of ESD 189 for resolution.

VII.TERM OF AGREEMENT/TERMINATION

This agreement begins with hiring of a certificated teacher for the 2025-2026 school year and shall be renewed each year based on available Title IA funding. The agreement is effective on the date of signature by all parties. Each district acknowledges that the Bellingham School District will act as both fiscal and 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 BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN 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.

- Administer equitable Title I, Part A services to eligible students as identified per federal and LEA requirements. Title I, Part A services shall include:
- Diagnostic or other assessment data used to determine student academic need.
- Formative and summative assessments used to inform Title I, Part A instruction.
- Intervention instruction specific to student need in the area of literacy.
- Equitable share services of teacher professional development and parent engagement pursuant to federal per pupil guidelines provided by LEA of private school location.

XII.FUNDING, PAYMENT AND REPORTING

Funding for qualified students will be set aside. The set aside will include:

- Required Title I, Part A equitable participation allocation for direct student services.
- Invoices for services provided will be provided on January 31 and no later than June 30 in the fiscal year. Any additional services provided July 1 through August 31 of the fiscal year must be invoiced by September 10.
- Reports provided to participating districts:
 - By June 30 of each school year, the fiscal agent district will provide reports to outline the following:
 - Specification of Private Schools where services were provided.
 - Number of students served.
 - Monies expended
 - Student summary reports available upon request.
- Once invoices are reviewed for accuracy, payment will be submitted to the receiving district within thirty (30) days of receipt. Any discrepancies will be reconciled within sixty (60) days of receipt.

XIII.RECORDS MAINTENANCE

The parties to this AGREEMENT shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by 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 BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN 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, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN 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, FERNDAL SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN SCHOOL DISTRICT and its employees, officials and contractors in the provision of services under this Interlocal Agreement. BELLINGHAM SCHOOL DISTRICT shall defend, indemnify, and hold harmless BLAINE SCHOOL DISTRICT, FERNDAL SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN SCHOOL DISTRICT in full for any and all claims against the BLAINE SCHOOL DISTRICT, FERNDAL SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN 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 Interlocal Agreement.

XVII.CRIMINAL RECORDS CHECK

In accordance with RCW 28A.400.303, in the event that the BELLINGHAM SCHOOL DISTRICT, BLAINE SCHOOL DISTRICT, FERNDAL SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN SCHOOL DISTRICT or its employees, agents, or contractors will have regularly scheduled unsupervised access to children, the employee, agent, or contractor will be required to undergo a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-.834, RCW 10.97.030, and 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 could occur. If the individual has undergone a record check meeting the requirements of RCW 28A.400.303 and this subsection within the previous two (2) years, the background check requirement may be waived. The District will not be responsible for any costs associated with the record check.

XVIII.CRIMES AGAINST CHILDREN

In accordance with RCW 28A.400.330, employees, agents, and contractors of the BELLINGHAM SCHOOL DISTRICT, BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN 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. Any failure to comply with this section shall be grounds for the District immediately terminating the contract.

XIX.SUSPENSION, DEBARMENT

The parties to this agreement certify, and each relies thereon in execution of this agreement, that neither their District nor its employees or agents are presently debarred, suspended, proposed for debarment, or declared ineligible, or 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, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN SCHOOL DISTRICT at the start of the 2025-2026 school year for the above agreed upon dollars in section IV. The BLAINE SCHOOL DISTRICT, FERNDALE SCHOOL DISTRICT, MERIDIAN SCHOOL DISTRICT, MOUNT BAKER SCHOOL DISTRICT, NOOKSACK VALLEY SCHOOL DISTRICT, and LYNDEN 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: 2/23/2026

Dan Chaplik
Interim Superintendent, Blaine School District

Signature: _____
Date: 1/27/2026

Dr. Kristi Dominquez
Superintendent, Ferndale School District

Signature: _____
Date: 1/27/2026

Dr. James Everett
Superintendent, Meridian School District

Signature: _____
Date: 2/9/2026

Jessica Schenck
Superintendent, Mount Baker School District

Signature: _____
Date: 2/13/2026

Dr. Matt Galley
Superintendent, Nooksack Valley School District

Signature: _____
Date: 1/27/2026

Dr. David VanderYacht
Superintendent, Lynden School District

Signature: _____
Date: 2/20/2026