

**CONTRACT BETWEEN THE
SAN JUAN ISLAND SCHOOL DISTRICT NO 149 AND
SPRING STREET INTERNATIONAL SCHOOL**

I. PARTIES TO THE AGREEMENT

This agreement is made and entered into by and between San Juan Island School District, hereinafter referred to as “District” and Spring Street International School, hereinafter referred to as “Spring Street.”

It is the purpose of this agreement to provide for District transportation services of certain students enrolled in Spring Street International School.

II. THEREFORE, IT IS MUTUALLY AGREED THAT:

The District will provide the following services to Spring Street:

- Two-way transportation for any Spring Street students who request transportation. Transportation before school will be from the student’s home bus stop to Friday Harbor High School. Transportation after school will be from Friday Harbor High School to the student’s home bus stop.
- Spring Street students shall be allowed to ride on a seat-available basis only and the board of directors shall not be required to alter those bus routes or stops established by the District in order to provide bus service to Spring Street students.
- Provide for all aspects of the operation and maintenance of the busses including license fees, insurance, maintenance and repairs, fuel, oil, driver compensation, and meeting the state, and federal requirements.

Spring Street will annually:

- Provide the District with a “Spring Street Student – School Bus Rider Information” form for each bus rider. This form includes the District's transportation expectation to families. If these expectations are not met, the student will not be allowed to ride the bus.
- Provide to the District information about Spring Street bus riders regarding discipline issues which could potentially harm San Juan Island School District students.

III. STATEMENT OF WORK

The District shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth above.

IV. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2023 and be completed on June 14, 2024, unless terminated sooner or extended, as provided herein.

V. PAYMENT

RCW 39.34.130 requires that the full costs of a state agency incurred in providing services or furnishing materials to or for another agency shall be charged to the agency contracting for such services or materials. As such, it is mutually agreed that the District will only provide transportation to Spring Street students which does not require additional bus stops or busses outside of what is required by the District's transportation plan. Transportation for Spring Street students will be provided at no cost to Spring Street so long as no additional fees are incurred by the District in giving this service to Spring Street.

VI. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

In the event that the District's enrollment or transportation needs change so that it is no longer able to provide transportation to Spring Street without changing bus routes or stops, or adding additional buses, the District will notify Spring Street in writing that bus services can no longer be offered. Additionally, this agreement may be changed, modified or amended by written agreement executed by both parties at any time.

VII. HOLD HARMLESS STATEMENT

Spring Street shall fully defend, indemnify, and hold harmless the District from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the District, its officers, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, degrees, attorneys' fees, and related costs or expenses, and any reimbursement to Spring Street for all legal fees, expenses, and costs incurred by it.

VIII. INSURANCE

Spring Street shall, at its own expense, provide and keep in force with companies reasonably acceptable to the District, liability insurance for the benefit of the District and Spring Street jointly against liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury bodily injury, and property damage. The District shall be named as an additional insured on such insurance policy, and such policy shall be primary and noncontributing with any insurance carried by the District. User shall provide the District with a certificate of insurance and a copy of the endorsement naming the District as an additional insured prior to performance any service under this agreement.

IX. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the

dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto.

X. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules
- b. Any other provisions of the agreement.

XI. 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.

XII. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

XIII. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.


XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.


IN WITNESS WHEREOF, the parties have executed this Agreement.



Signature
Superintendent

Title
7/27/23

Date



Signature
Head of School

Title
10.4.23

Date