

2025-2026 Interlocal Agreement

between

San Juan Island School District and Shaw Island School Districts

1. Identification of this Interlocal Agreement

The San Juan Island School District (San Juan) and the Shaw Island School District (Shaw) have come together to enter into this Interlocal Agreement (hereafter called "Agreement") pursuant to the authority vested in them by RCW Chapter 39.34.

2. Purpose of this Interlocal Agreement

San Juan and Shaw school districts have decided cooperatively and jointly to share the services of Special Services Director, Dr. Becky Bell to provide Principal/Superintendent services to the Shaw School Board and School. The total FTE for this is 0.1 of Dr. Bell's position (salary and benefits). Dr. Bell will spend 2 days a month on the Shaw campus and will provide other superintendent duties remotely. Shaw will be responsible and billed the following:

January 1, 2025 - June 30, 2025: Approximately \$10,530 wages and benefits.

July 1, 2025 - June 30, 2026: Approximately \$ 21,060 (plus SJISD COLA)

Additional days more than 2 in any given month will be subject to approval by the San Juan Superintendent and billed at Dr Bell's per diem rate plus benefits.

Shaw will be responsible and billed for 100% of travel costs.

PAYMENT: San Juan shall invoice Shaw by April 15, July 15 and September 15, 2025 for the 2024-25 school year. San Juan will invoice Shaw by January 15, April 15 and July 15 for the 2025-26 school year. Invoices will be paid within 30 days of receipt.

3. Term & Funding

These two school districts have agreed to share costs for Dr. Becky Bell based upon the FTE allocations noted above. This Interlocal Agreement shall be in effect for the term of January 1, 2025 to June 30, 2026. If Shaw does not intend to continue this agreement beyond the 2025-26 school year, notice must be made to San Juan prior to April 1, 2026. If no notice is given, the contract will be presumed to continue in force. Either party may terminate this agreement without cause given a thirty-day notice.

The actual employee serving in the Principal/ Superintendent role will be Dr. Becky Bell, an employee of San Juan Island School District, with compensation to Dr. Bell based upon an employment agreement issued by San Juan.

4. Hold Harmless

Shaw shall defend and hold **San Juan** harmless from any claim, action or legal proceeding arising out of the Principal/Superintendent's performance of duties for, or employment with Shaw. Shaw will indemnify San Juan against any resulting judgment or settlement payment. This HOLD HARMLESS provision shall survive termination of this agreement.

5. Dispute Resolution

As a condition to pursuing relief in a court of law, any member who has a disagreement under this Agreement shall comply with any internal dispute resolution mechanism:

- A. If the dispute is between participating districts, then a meeting will be scheduled of the participating district superintendents to hear and consider the issues.
- B. If the dispute remains unresolved, then each participating district will appoint two (2) employees to represent them and those four (4) parties will appoint three (3) additional non-district employees.

6. Assignment

No party may assign its rights or delegate its performance hereunder to any person or entity without the prior written consent of all other participants.

7. Entire Agreement

Except as expressly stated herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof and there are no other agreements, written or verbal, relating to the subject matter hereof. Any amendment to this Agreement must be done in writing by San Juan or Shaw.

8. Executing Documents

San Juan and Shaw agree to execute all documents reasonably requested under this Agreement to effectuate this Agreement or the business transacted pursuant to it. If San Juan or Shaw does not execute and return documents within ten (10) business days of being asked to do so, the other party may execute the document for that party unless the other party notifies in writing not to do so. San Juan and Shaw understand that a refusal may, but need not, result in terminating this Agreement. This does prohibit pursuit of legal remedies for the participating parties.

9. Notices

All notices shall be properly given only if made in writing and either delivered personally, by email, or deposited in the United States Mail. Notices shall be deemed received at the earliest of actual receipt or five (5) business days following mailing.

10. Governing Law and Venue

The laws of the State of Washington shall govern the construction and interpretation of this Agreement and venue shall be in San Juan County, Washington, for any arbitration, action or proceeding relating to this Agreement.

11. Headings/Signature/Approval

The headings of sections in this Agreement are only for the convenience of the reader. If there is any inconsistency between the heading and the content, the content will prevail.

By signing below, each party affirms that this Agreement has been approved by his/her Board of Directors or s/he has been given authority by such Board to enter into this Agreement.

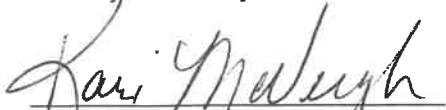
123 Severability

If any provision of this Agreement shall be invalid, unenforceable, or contrary to applicable law, the remainder of the Agreement, or the application of such provisions to persons, districts, or circumstances other than those to which it is held invalid, unenforceable, or contrary to applicable law, shall not be affected thereby and shall continue in full force and effect.

14. No Third-Party Beneficiaries

San Juan and Shaw agree that there are no third-party beneficiaries to this Agreement. It is intended that the Agreement is for the benefit of San Juan and Shaw.

IN WITNESS WHEREOF, the following Districts have made this Interlocal Agreement effective as of the first day of January 2025.



For Shaw Island School District

12-2-24

Date signed



For San Juan Island School District

12-2-24

Date signed