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INTERDISTRICT AGREEMENT

[NOTE THAT ALL INTERLOCAL AGREEMENTS NEED BOARD APPROVAL.]

TSD-24-XXX

(CONTRACT # ASSIGNED BY CFO OFFICE)

SOUTH KITSAP SCHOOL DISTRICT

[SHARED TRANSPORTATION OF
MCKINNEY-VENTO STUDENTS]

09/01/2024 – 08/31/2025

between

TACOMA SCHOOL DISTRICT NO. 10
(hereinafter referred to as Tacoma School District)
601 South 8th Street
P. O. Box 1357
Tacoma, WA 98401-1357

and

SOUTH KITSAP SCHOOL DISTRICT
(hereinafter referred to as South Kitsap School District)
2689 Hoover Ave SE
Port Orchard, WA 98366
Contact: Jerry McMullen
Email: mcmullen@skschools.org
Ph: 360-874-7093

THIS AGREEMENT is between the Tacoma School District No. 10 (Tacoma School District), a political subdivision of the State of Washington, and the South Kitsap School District, a political subdivision under the laws of the State of Washington, collectively referred to as “Party” and “Parties”.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

WHEREAS, each Party undertakes and is authorized under RCW Chapter 28A.160.010 to provide transportation of students enrolled in the school or schools of the district both in the case of students who reside within the boundaries of the district and of students who reside outside the boundaries of the district; and

WHEREAS, each Party has the authority under the provisions of RCW Chapter 28A.160.010 to contract with other school districts when students are transported from one school district to another, such that the written contract provides for a division of the cost of such transportation between districts; and

WHEREAS, each Party under the provisions of 42 U.S.C. §11432(g)(1)(J)(iii) must agree upon a method to apportion the cost and responsibility of transportation; and

WHEREAS, South Kitsap School District and Tacoma School District are each willing to enter into this Agreement to provide their respective transportation services to ensure continued

enrollment and educational stability for homeless children and youth per the McKinney-Vento Education of Homeless Children and Youth Assistance Act (McKinney-Vento Act); and

NOW, THEREFORE, for and in consideration of the promises and undertakings herein contained, the Parties agree as follows:

1. The Tacoma School District has determined that in the best interest of those students recognized under the McKinney-Vento Act residing within Tacoma School District's boundary and enrolled in the South Kitsap School District, to provide ongoing and uninterrupted education for them, the Tacoma School District agrees to provide transportation to and from their respective temporary residence to their respective place of learning within the South Kitsap School District during the regular school year.
2. Tacoma School District will commence with transportation services for the 2024-2025 school year on or about September 1, 2024, and will complete the provision of such services on or about June 30, 2025. Any extended school year services provided for eligible students will conclude no later than August 31, 2025.
3. For McKinney-Vento students who attend Tacoma School District, Tacoma School District will offer two (2) options for sharing costs as noted within the attached Valued District Partner Notification (Attachment A).
4. Tacoma School District will invoice South Kitsap School District each quarter for the prior quarter's services.
5. The South Kitsap School District has determined that in the best interest of those students recognized under the McKinney-Vento Act residing within South Kitsap School District's boundary and enrolled in the Tacoma School District, to provide ongoing and uninterrupted education for them, the South Kitsap School District agrees to provide transportation to and from their respective temporary residence to their respective place of learning within the Tacoma School District during the regular school year.
6. South Kitsap School District will commence with transportation services for the 2024-2025 school year on or about September 1, 2024, and will complete the provision of such services on or about June 30, 2025. Any extended school year services provided for eligible students will conclude no later than August 31, 2025.
7. For McKinney-Vento students who attend South Kitsap School District, South Kitsap School District will offer two (2) options for sharing costs as noted within Valued District Partner Notification (Attachment B).
8. South Kitsap School District will invoice Tacoma School District each quarter for the prior quarter's services.

9. While each Tacoma School District and South Kitsap School District is providing transportation services to the other Party's students, each Party understands and agrees that they remain solely responsible for ensuring that their students are receiving a free, appropriate public education by way of their respective schools. As such, each Party shall be responsible for responding to and defending any and all claims brought on behalf of their respective resident students related to their receipt of educational services under the terms of this Agreement, regardless of forum.

DUTIES OF PARTIES

Background Checks. In accordance with Washington State laws the Parties agree consistent with RCW 43.43.834, will require each applicant for employment or volunteer who may have contact with children or vulnerable adults to disclose whether they have been convicted of a crime and/or had findings made against them in any civil adjudicative proceeding as defined in RCW 43.43.830. The Parties shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Agreement.

Compliance with Laws, Ordinances, and Regulations. The Parties shall comply with all local, state, and federal laws, ordinances, and regulations applicable to the performance of its responsibilities under this Agreement.

Entire Agreement. This constitutes the mutual agreement of the Parties or designee in whole. No alteration, variation and no oral understandings or agreements not incorporated herein shall be binding.

Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of the other Party.

Governing Law. The laws of the state of Washington shall govern this Agreement. Pierce County, Washington shall be the venue for any litigation arising out of this Agreement.

Indemnification. Each party to this Agreement (the "Indemnifying Party") shall defend, indemnify, and hold the other party, and its officers, board members, agents and employees, harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including reasonable attorney fees, arising or resulting from, related to, or connected with, the performance of this Agreement or representations or warranties contained therein by the Indemnifying Party, including any loss, damage, corruption, or improper or unauthorized disclosure of confidential or proprietary information or data, or acts or omissions of negligence, willful misconduct, or fraud of the Indemnifying Party, or its employees or agents, to the fullest extent permitted by law.

Independent Capacity. The Parties intend an independent relationship will be created by this

Agreement.

Insurance. The Parties shall at all times during the term of this Agreement, at its cost and expense, carry and maintain general public liability insurance, including contractual liability and professional liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Party or its officers, agents, representatives, assigns or servants.

Termination for Breach and/or Default. Either Party may terminate this Agreement for breach and/or default, in whole or in part, by written notice.

CONDITIONS OF COMMENCEMENT OF PERFORMANCE

The Parties to this Agreement shall not commence performance or be entitled to compensation or reimbursement for any services rendered or materials provided, prior to the occurrence of each of the following conditions: (1) this Agreement must be executed by an authorized representative of both Parties, and (2) this Agreement must be approved by the District's Board of Directors.

The Agreement becomes effective upon signature by all parties and remains in effect through August 31, 2025, unless terminated prior to this date per the conditions herein.

We the undersigned agree to the terms of the foregoing Agreement.

SOUTH KITSAP SCHOOL DISTRICT

TACOMA SCHOOL DISTRICT NO. 10

By:

By:

(signature)

(signature)

Its:

Superintendent

Its:

Superintendent

Tim Winter

Dr. Joshua J. Garcia

(print name)

(print name)

Who certifies that they are the party identified herein, OR a person duly qualified and authorized to sign for the party.

Date: _____

Date: _____

**ATTACHMENT A
VALUED DISTRICT PARTNER NOTIFICATION**

VALUED DISTRICT PARTNER NOTIFICATION FORM

For McKinney-Vento students who are enrolled in Tacoma School District and reside within the South Kitsap School District, Tacoma School District offers two (2) options for sharing costs:

1. Tacoma School District will transport a given student one way (to or from), South Kitsap School District will transport that student the other way (to or from).
2. Tacoma School District will transport a given student both ways (to and from) and will invoice South Kitsap School District for half of the associated costs.

South Kitsap School District will confirm with Tacoma School District within one (1) business day for each request whether option 1 or 2 is chosen. Failure to do so will default to option 2.

If South Kitsap School District selects or defaults to option 2 from above, the shared costs calculation will be the following:

1. For alternative transportation (a car), Tacoma School District will invoice half of the actual daily costs.
2. For transportation via a bus or a van, Tacoma School District will invoice half of the costs for home to school and school to home. The invoice will reflect \$7.00 per Google mile. Students sharing the same bus will be invoiced as one (1) unit, with the furthest student transported taking precedent.
3. For “In Lieu of” reimbursement contracts, Tacoma School District will invoice half.

Tacoma School District reserves the right to transport McKinney-Vento students attending Tacoma School District schools in the most equitable and practical manner.

Tacoma School District will send quarterly invoices as appropriate and per the above and will continue with whichever option was chosen until South Kitsap School District requests a different option.

By submitting this form, South Kitsap School District opts for option: _____.

South Kitsap School District

Print Name: Monica Hunsaker Signature: *Monica Hunsaker*

Title: Assistant Superintendent Date: 9/25-24

**ATTACHMENT B
VALUED DISTRICT PARTNER NOTIFICATION**

VALUED DISTRICT PARTNER NOTIFICATION FORM

For McKinney-Vento students who are enrolled in South Kitsap School District and reside within the Tacoma School District, South Kitsap School District offers two (2) options for sharing costs:

3. South Kitsap School District will transport a given student one way (to or from), Tacoma School District will transport that student the other way (to or from).
4. South Kitsap School District will transport a given student both ways (to and from) and will invoice Tacoma School District for half of the associated costs.

Tacoma School District will confirm with South Kitsap School District within one (1) business day for each request whether option 1 or 2 is chosen. Failure to do so will default to option 2.

If Tacoma School District selects or defaults to option 2 from above, the shared costs calculation will be the following:

4. For alternative transportation (a car), South Kitsap School District will invoice half of the actual daily costs.
5. For transportation via a bus or a van, South Kitsap School District will invoice half of the costs for home to school and school to home. The invoice will reflect \$7.00 per Google mile. Students sharing the same bus will be invoiced as one (1) unit, with the furthest student transported taking precedent.
6. For “In Lieu of” reimbursement contracts, South Kitsap School District will invoice half.

South Kitsap School District reserves the right to transport McKinney-Vento students attending South Kitsap School District schools in the most equitable and practical manner.

South Kitsap School District will send quarterly invoices as appropriate and per the above and will continue with whichever option was chosen until Tacoma School District requests a different option.

By submitting this form, Tacoma School District opts for option: _____.

Tacoma School District

Print Name: _____ Signature: _____

Title: _____ Date: _____