

**AGREEMENT BETWEEN
THE MERIDIAN SCHOOL DISTRICT AND THE BELLINGHAM SCHOOL DISTRICT
REGARDING TRANSPORTATION SERVICES**

WHEREAS, students of the Meridian School District (“Meridian” or “MSD”) and the Bellingham School District (“Bellingham” or “BSD”) attend the Northwest Career and Technical Academy (“NCTA”) at the Mount Vernon NCTA campus; and

WHEREAS, MSD transports its own students to the Mt. Vernon NCTA campus, and may be able to transport additional students to the Mt. Vernon NCTA campus with no additional operational costs; and

WHEREAS, RCW 28A.160.010 authorizes a school district to transport students from one school district to another upon agreement with another school district;

NOW, THEREFORE, the parties agree as follows:

1. Transportation Services. MSD will allow BSD students to ride MSD school buses for the sole purpose of transportation to and from NCTA, subject to the following limitations:

- a. BSD students may access MSD buses to the extent that space is available as determined at the sole discretion of MSD.
- b. It is BSD’s responsibility to arrange and coordinate bus services for its students in advance with MSD’s transportation department.
- c. To access MSD buses, BSD students must be at a bus stop designated by MSD at a time designated by MSD. If an BSD student is not at the designated bus stop at the designated time, the bus will depart without that student. MSD will designate a stop and time at MSD and a stop and time at NCTA, and will communicate such BSD students to the designated bus stop before the bus leaves for NCTA, and information to BSD no later than August 1, 2024. MSD is not responsible for transporting BSD students away from the designated bus stop upon the bus’s return from NCTA.
- d. BSD students must complete a permission slip provided by MSD before riding MSD buses.
- e. All BSD students riding MSD buses under this Agreement must comply with the MSD policies, procedures, and handbook governing student conduct. BSD students who do not comply may be temporarily or permanently prohibited from accessing MSD transportation pursuant to this agreement.

2. Costs. MSD will cover all normal operating costs associated with providing bus service under this agreement. Such costs include, but are not limited to, wages and other employment-related costs; fuel costs; vehicle costs; and normal vehicle wear and tear. BSD will reimburse MSD for any additional costs beyond normal operating costs incurred by MSD caused by BSD

or BSD's students under this agreement, including but not limited to vandalism or other damage to MSD buses caused by BSD students.

3. Term and Termination. This Agreement shall be effective from August 1, 2024, through the end of the 2026-27 MSD school year. Either party may immediately terminate this Agreement at their sole discretion for any reason upon written notice to the other party. The final sentence of Paragraph 2, as well as Paragraph 4, shall survive termination of the Agreement.

4. Liability and Indemnity. BSD will defend, indemnify, save, and hold harmless MSD and its elected officials, officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, judgments, costs, demands, penalties, and expenses (including attorney fees arising therefrom) of any nature whatsoever arising out of, in connection with, or incident to the execution of this Agreement, MSD's performance or failure to perform any aspect of this Agreement, and/or the use of MSD buses by BSD students, whether or not caused by the sole negligence of MSD, its elected officials, officers, employees, and/or agents. MSD will notify BSD in the event of any accident or injury arising out of or in connection with this Agreement. MSD will have the right, but not the obligation, to participate in any defense at its own cost and with its own counsel.

5. Insurance. BSD will maintain, throughout the life of this Agreement, liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. MSD will be named as an additional insured on such policies. Certification of such insurance will be provided to MSD prior to August 1, 2024. Any insurance policy necessary under this Agreement will not be discontinued by BSD without thirty (30) days' advance notice.

6. Criminal Records Check. In the event any of MSD's agents, employees, or applicants for employment will have regularly scheduled unsupervised access to children, MSD shall require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. If the agent, employee or applicant has a record check within previous two (2) years, MSD may waive the requirement.

7. Crimes Against Children. MSD is prohibited from employing any person who will provide services under this Agreement and who may come into contact with children in public schools if the person has plead guilty to or been convicted of a felony crime specific in RCW 28A.400.322. Failure of MSD to comply with this section shall be grounds for immediate termination of this Agreement.

8. Assignment. The parties may not assign this Agreement or any interest herein, or delegate any of their duties hereunder, to any third party without the prior written consent of the other. Any attempted assignment or delegation without such consent will be null and void.

9. Waiver. Failure by either party to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

10. Severability. If any of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

11. Governing Law and Venue. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Washington, and venue of any suit between the parties arising out of this Agreement will be in the Superior Court of Whatcom County, Washington.

12. Attorney Fees and Costs. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney fees and other costs incurred in that action or proceeding.

13. Execution. In conformance with RCW 28A.160.010, this Agreement must be approved by the respective Boards of Directors of BSD and MSD in order to have legal effect.

BELLINGHAM SCHOOL DISTRICT



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9/12/2024

Date

MERIDIAN SCHOOL DISTRICT



Dr. James Everett, Superintendent

9/16/2024

Date