

INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE
STUDENT ACCESS CARD PROGRAM

BETWEEN

SAN JUAN ISLAND LIBRARY DISTRICT

AND

SAN JUAN ISLAND SCHOOL DISTRICT No. 149

THIS AGREEMENT (herein this "Agreement") is made and entered into by and between SAN JUAN ISLAND LIBRARY DISTRICT, an island library district under Chapter 27.12 RCW (herein the "Library") and SAN JUAN ISLAND SCHOOL DISTRICT No. 149, a Washington municipal corporation (herein the "District") pursuant to the authority granted under Washington law, including by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The Library and the District may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

RECITALS

WHEREAS, the Student Access Card program is a Library initiative designed to provide access to, and promote the use of, online and physical public library resources for every student enrolled in the District. In partnership with the District, the Library will make available to the District's students a wide array of physical and electronic library resources, including: research databases, downloadable eBooks and other tools. This resource provision will take place virtually and physically by students via their unique District student identification number;

WHEREAS, in order to facilitate the Student Access Card program, specific student data must be provided by the District to the Library. Such provision of student data is necessary to enable the Library to provide access to the Library's electronic resources and eBook collections to students in grades 9-12 attending District schools;

WHEREAS, the parties wish to clearly define roles and responsibilities of the parties as they relate to the Student Access Card program;

NOW, THEREFORE, for and in consideration of the promises set forth hereafter, the Library and District hereby agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date this Agreement is executed through **August 31, 2027**, unless sooner terminated pursuant to the terms herein.
2. **RESPONSIBILITIES OF THE PARTIES:** The Responsibilities of the parties to the agreement shall be as follows:
 - A. The District will:
 - i. Include, within written documentation provided by the District to each student's parent(s) at the commencement of each school year, written information provided by the Library

restrictions, procedures, and requirements shall be consistent with applicable law and industry practice.

- v. In the administration of the Student Access Card Program, comply with applicable requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA) and maintain the confidentiality of Student Data provided by the District to the Library under this Agreement, in accordance with and subject to applicable law.
- vi. Respond to any FERPA compliance concerns raised by the District Superintendent in a manner consistent with this Agreement, Library policies, and applicable state and federal law.
- vii. Format student identification numbers provided by the District to integrate them into Library's patron database.
- viii. Upload updates to Student Data, as provided by the District, to the Library patron database at monthly intervals no later than the 10th of each month.
- ix. Determine and provide the location and agenda for the joint annual training referred to in Section 2(A)(viii) above in coordination with the District Librarian each year.

3. **ADMINISTRATION:** Library and District agree to provide appropriate and adequate staff support to execute their data management, custodial, and other responsibilities under this Agreement.

- A. The following person(s) will serve as primary contact(s) at Library and District for matters relating to the transfer and management of data:

Library	District
Floyd Bourne: fbourne@sjlib.org	Kevin Cooper: kevincooper@sjisd.org

- B. The following person(s) will serve as primary contact(s) at Library and District for all other matters relating to the administration of this Agreement:

Library	District
Elizabeth Griffin: egriffin@sjlib.org Laurie Orton: lorton@sjlib.org	Christy Putney: christyputney@sjisd.org

4. **PERMISSIBLE STUDENT DATA USE AND SHARING UNDER THIS AGREEMENT:** Student Data will be used solely for the following purposes:

- A. For inclusion in Library's patron database which is used to allow students to access electronic and physical library resources.
- B. For program evaluation purposes.
- C. As reasonably required to perform the Library's duties under this Agreement.

5. **DISTRICT'S PROVISION OF STUDENT DATA; OWNERSHIP OF STUDENT DATA:** All Student Data shared as part of this Agreement will remain the property of District and is intended to retain its character as FERPA-protected student records, as and to the extent the same applies from time to time during the term of this Agreement. The parties agree that the Student Data covered under this Agreement shall not be disclosed, released, revealed, shown, sold, rented, leased, or loaned to any person or organization

charge costs or fees to the District for participation in the Student Access Card program as contemplated herein. As such, each party shall be responsible for maintaining, for itself, any budget it deems necessary or appropriate with respect to such participation.

8. **NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

9. **NO THIRD-PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third-party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

10. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants, including any misrepresentation by such party hereunder or other breach by such party or its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants of the terms of this Agreement. To the fullest extent permitted by law, each party further agrees to save, indemnify, defend, and hold the other party (the "indemnified party") harmless from any liability, loss, and/or expense, including, but not limited to, judgments, settlements, and attorney's fees and costs, resulting from any and all claims and demands upon the indemnified party, its elected or appointed officials or employees, for damages as a result of such wrongful or negligent acts or omissions or of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

11. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 10 shall survive such termination.

12. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

13. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or

advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

22. RECORDING. In compliance with RCW 39.34.040, this Agreement shall be recorded in the office of the San Juan County Auditor or, at the option of the parties, posted electronically on each party's website.

23. AUTHORITY. Each party to this Agreement represents and warrants, solely for and on behalf of itself, that (a) it has the legal authority to enter into and perform this Agreement, including, but not limited to, under the provisions of the Interlocal Cooperation Act; (b) it has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder and the consummation of the transactions contemplated hereby, including by action taken by its governing body as required under RCW 39.34.030(2), and in accordance with all other laws and proceedings (including bylaws, if any), applicable to such party; and (c) the undersigned individual has the authority to execute this Agreement for and on behalf of such party.

IN WITNESS WHEREOF, the San Juan Island Library District and the San Juan Island School District No. 149 have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

SAN JUAN ISLAND SCHOOL DISTRICT No. 149



Fred Woods, Superintendent

7/24/26

Date

SAN JUAN ISLAND LIBRARY DISTRICT



Laurie Orton, Director

6/17/26

Date