

Agreement between the North Capitol Hill Neighborhood Association
and
Seattle Preparatory School

This Agreement is made and entered into on the 8th day of June, 2017 by and between Seattle Preparatory School (Prep), a Catholic, Jesuit high school, and the North Capitol Hill Neighborhood Association (NCHNA), a not-for-profit Washington Corporation which is an association of residents of the neighborhood near the Prep campus.

This Agreement shall remain in effect from July 1, 2017 through June 30, 2027, and supersedes all previous agreements between Prep and the NCHNA. This agreement also resolves any and all disputes which arose thereunder.

Definitions

Neighborhood – East Howe Street to the south; Interstate 5 to the west; East Roanoke Street, Delmar Drive East and East Interlaken Boulevard to the north, and the properties on 15th Avenue East (or its northward projection) to the east.

Prep Undertakings

- 1) Before the end of August of every school year, Prep shall send to the NCHNA a list of significant events that includes specific start/stop times and a code to indicate anticipated parking and traffic impacts on the neighborhood: slight, moderate, or significant. A "significant event" is one where 200 or more invitees are expected. The NCHNA shall also be notified if a significant event is added to the school calendar during the school year.
- 2) Before the end of August of every year, Prep shall provide to the NCHNA the names and phone numbers of Prep personnel to contact should problems arise in the neighborhood (such as illegal parking). Prep understands that NCHNA will post this information on its communication platforms (for example, Next Door, Facebook, website) so that NCHNA neighbors are empowered to communicate directly with Prep regarding issues of concern. NCHNA neighbors shall, in turn, exercise this empowerment in a reasonable manner.
- 3) Prep shall supervise traffic flow and neighborhood parking at peak travel times such as before and after school, a supervision that shall include the visible and active presence of Prep staff. Prep shall also supervise traffic flow and neighborhood parking during significant events outside the regular school day through the visible and active presence of Prep staff at those locations that pose the greatest concern and where supervision is most needed (for example, the Prep garage or at the 11th Ave E and East Miller intersection where 11th narrows to one way). Furthermore, if there is a reasonable expectation that a significant event may exceed parking garage capacity, Prep shall relieve pressure on neighborhood parking by securing off-campus parking and shuttle service, as well as notifying the Seattle Police Department prior to the event so as to encourage vigorous enforcement of traffic and parking laws.

4) Prep shall provide direction to school parents, students, and other invitees regarding appropriate and expected traffic-related and parking behaviors in the NCHNA neighborhood. Examples include, but are not limited to: observe neighborhood street speed limit of 20 M.P.H.; prohibition against blocking driveways and sidewalk access with parked cars; adherence to the one-way restriction at Prep's garage; and discouraging the idling of parked vehicles on the street. Prep will promote the desired behaviors in a positive manner so as to reinforce compliance with traffic laws and to encourage courteous interactions between the Prep community and neighborhood.

5) Prep shall provide direction to visiting schools concerning designated bus parking in advance of their arrival. Prep shall provide appropriate staff to monitor and correct visiting school bus parking behaviors as needed to maintain safer streets in the NCHNA neighborhood.

6) Prep shall strive to maintain an annual enrollment of 755 students, and continue to set a goal of 190 freshmen each year. However, given the uncertainties of enrollment management, the student cap shall be 770. If Matteo Ricci College is re-introduced as a senior year option at Seattle Prep (thus transferring students to the Seattle University campus), the enrollment cap shall be 720 students.

7) Prep shall provide a space for neighborhood meetings if reasonable notice is given by the NCHNA.

8) Prep shall provide transportation options such as Prep-sponsored morning shuttle service for at least 35 students every school year. If the student enrollment exceeds 755 students, Prep will take additional, affirmative action to provide alternative transportation commensurate with the number of students in excess of 755.

Mutual Undertakings

1) The NCHNA and Prep shall work together whenever reasonably possible regarding interactions with government agencies in the planning and implementation of State Route 520 related construction.

2) The NCHNA, consistent with its organizational capacity and priorities, and Prep personnel shall plan and implement coordinated protocols for disaster relief and this plan may include use of Prep property as a staging and/or emergency supply location.

3) The NCHNA shall not oppose Prep's construction of a building on its Delmar site as long as the building is primarily designed to support the current enrollment level (for example, a practice gym and fitness room) and not primarily designed to increase enrollment beyond the enrollment cap set forth in this Agreement. Both parties acknowledge that the Delmar site is outside the neighborhood boundary as defined in this Agreement. Even so, reasonable restrictions regarding construction activities shall apply to any Prep construction or remodeling effort and Prep agrees to monitor and mitigate any neighborhood parking impacts from construction or remodeling activity. Any significant Prep construction or remodeling effort within the NCHNA geographic boundaries shall occur Monday-Friday only, between 7:30 a.m. to 6:00 p.m. Prep may request variances, in writing to the NCHNA. The parties agree to work together on any such request toward a reasonable resolution.

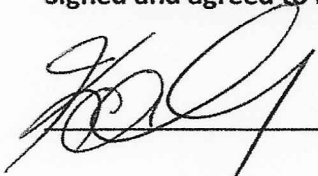
Mutually Undertaken Administrative Provisions

1) In the event that either party feels the other has breached the terms of this Agreement or failed to comply with the spirit thereof, that party should communicate its concern in a reasonable fashion via letter or email to the signatories of this agreement (or their designees) a Notice of Dispute. The Notice shall contain a clear statement of the complaint, indication of when it first came to the attention of the complaining party, a reference to the appropriate Agreement clause or clauses, an initially proposed resolution, and at least two proposed meeting dates and times within 30 days of the notice.

2) The parties will meet by their respective chosen representatives at Prep within thirty days, unless by mutual agreement delayed, to discuss the concern, to attempt to resolve it, and if applicable, to negotiate in good faith for such resolution as may be mutually agreed upon. If the parties are unable to agree, and cannot agree to hold further meetings to discuss the matter, then the party feeling itself aggrieved may, within thirty days of the parties' last meeting on the issue, provide notice that the matter will require mediation.

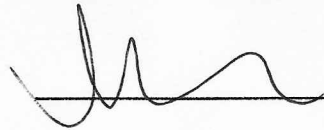
3) The parties agree to utilize the King County Neighborhood Mediation service or a similar, low cost, low barrier option to facilitate access to dispute resolution services without undue barriers or process.

Signed and agreed to in Seattle, Washington this 8 of June 2017



6/8/17

Kent P. Hickey
President
Seattle Preparatory School



Michelle Kimihira
President
North Capitol Hill Neighborhood Association