

HIGHLINE SCHOOL DISTRICT NO. 401
Partnership Agreement

PARTIES TO Partnership Agreement:

PARTNERSHIP AGREEMENT
BETWEEN
HIGHLINE SCHOOL DISTRICT NO. 401
AND
Partner organization

This Partnership Agreement (Agreement) is entered into between Highline School District No. 401 (“District”) and partner organization during the period of start to end date.

NOW, THEREFORE, THE DISTRICT AND PARTNER ORGANIZATION AGREE AS FOLLOWS:

SECTION I:

Scope of Services

(Insert full description of scope of services and mission of Partner Organization. Include full information on services Partner Organization will provide and resources Partner Organization will use to provide services. Also outline expectations of the school/district to carry out this partnership.)

General Terms and Conditions

A. Services to be performed:

(This needs to be specific in nature and outline deliverables from the Partner Organization as described in the proceeding “Scope of Services”.)

Programming details:

Day(s) of the week:

Time(s):

School Locations:

Number of Students Served:

Duration of Program: to

Highline School Staff Point of Contact(s):

B. COVID-19 Safety Guidelines

1. *The following safety precautions must be followed by partners providing in-person programming:*
 - *Masks to be worn by all staff*
 - *Remain 6 feet from all staff and students*
 - *Ensure that students remain at least 3 feet apart from one another*
 - *Masks to be worn by all students*
 - *Clean district space after use in accordance with Public Health and CDC guidance*
 - *For reporting of confirmed cases of staff, notification must go to the families of the students in programming, to Nikki Fogerty at HPS, and the school Principal.*

2. *For virtual programming the following safety precautions must be followed by partners:*
 - *Keep a log of student name and time of meeting, when connecting virtually with students one-on-one*

Health and Safety Protocols are subject to change. HSD follows Department of Health and OSPI guidelines for all health and safety protocols.

C. Vaccination Requirements: Per Govern Inslee's orders, COVID vaccinations are required for State employees. This requirement extends to partners' workers (staff and volunteers) who will be working on Highline Public Schools' property.

The attached declaration is required, which includes a list confirming vaccination status and/or exemptions of partners' workers (staff and volunteers) who will be working on Highline Public Schools' property. HPS reserves the right to audit.

D. Partner Organization Needs:

- Office space and furniture (desk, phone, computer etc.):
- Meeting/Program Space (ex: gym, library, classroom, computer lab etc.):
 - Meeting space requires facility request if program runs after 5pm.
- Assistance recruiting and/or identifying students/program promotion
- Access to student-level data, (requires separate Data Sharing Agreement)
- "Community Partner" District badge(s) issued to _____ (requires separate approval process)
- Highline partner email address (requires separate approval process)
- Other (please specify):

The Site will attempt to provide a meeting space and/or supplies in the school building for services to be conducted, if available. The school will attempt to provide consistent space,

which is conducive to the privacy and confidential needs of services and to the needs of other students and staff. In the event the use of the space conflicts with any school event or program, the District, may elect to use the space for such school event or program, that the District will provide reasonable notice to (Insert Partner Organization Name) of the need for such use. All reasonable efforts will be made to provide similar alternative spaces. The building principal will have final authority over building use and availability issues

The district will not provide clerical support or copying.

E. Measures of Success and Accountability

The district and partner organization will agree upon measures of success and accountability for provided programming. During services, the Community Partnership Specialist, Nikki Fogerty, may visit to evaluate programming and give feedback.

Partner is required to:

- Keep a list of students served with their student IDs
- Take daily program attendance
- Give a copy of program registration form

Partners are required to provide reports on programming, which includes program attendance, to the Community Partnership Specialist, Nikki Fogerty (Nikki.Fogerty@highlineschools.org)

Partner will email report:

- Monthly
- Quarterly
- Semester
- Annually
- End of Programming

Goals of (Insert Partner Organization Name): (Insert description of goals for your program. For example, increase school attendance by student participation in program)

Tools for measuring goals/progress for (Insert Partner Organization Name): (Insert description of measuring tools for program evaluation. For example, a pre and post surveys will be used to measure students' connection to school)

F. Field Trips

ALL FIELD TRIPS WILL BE ON HOLD UNTIL FURTHER NOTICE

Field trips run by district-approved partners that occur during all or part of any school day must follow the district's field trip procedures, including advance notice to nursing services, having an appropriate number of chaperones, and have at least one district staff member in attendance. If students will be missing school, partners must work closely with the administration of the school(s) the student(s) attend to ensure the following:

- The student(s) on the trip can be excused from school without negatively impacting their education
- The location of the field trip is appropriate for the age range of students attending the trip
- Substitute coverage has been obtained for the district staff member(s) who will be attending the trip
- All required pre-trip approvals have been obtained

While field trips can be an important educational tool, partners are encouraged to remember that a student's primary responsibility is to be in school. If a school's administration or the district's partnership office feel that an excessive number of trips are planned, or that certain students are missing an excessive amount of time, the partner may be asked to reschedule, delay, or cancel the trip.

Please review Highline Public Schools District Policy number 2320 for more information regarding after school hours field trips, this includes overnight, weekend, and holidays, as they might have additional requirements.

G. Payment (fill out in partnership with school or district):

- The District wishes to enter into an agreement with an (Insert Partner Organization Name) to assist in providing the services described above. There will be no charge to the Highline Public School District.
- The District wish to enter into an agreement with (Insert Partner Organization Name) to assist in providing the services described above. (Insert Partner Organization Name) shall receive funding from Highline Public School District.
(School Name or Highline Public School District) will provide \$ _____ in contribution toward the cost of the program to Partner Organization from budget number _____.
- (Insert Partner Organization Name) shall submit a billing invoice within 10 days of the program start date. To receive payment, the Partner Organization shall submit an invoice expenditure detail report with any appropriate back-up documentation to the school office manager, unless otherwise directed.
- If this a new partnership with payment, partner will need to become an official vender for the district. Partner will need to complete a New Vendor Form (W-9) provided by the district.
- If district/school is contributing more than \$10,000, a budget proposal is required prior to start of program and must be approved by budget authority. At the completion of this program, the district reserve the right to review expenditures.

- If you are using a federal budget, in whole or part, federal restrictions must be followed. Refer to Policy 6220 for more information.

H. Background Checks:

It is the responsibility of the Partner Organization to make sure that all necessary background checks have been conducted before paid or volunteer staff is assigned to work in a District school or building. The Partner Organization shall provide a list of all paid and volunteer staff certifying that each staff member has been appropriately cleared through the background check process. The Partner Organization shall present District with a copy of the staff list at the beginning of each school year, and shall periodically and in a timely fashion inform District of additions or changes in staffing (Attachment A). The background check must be paid for by the Partner Organization.

The Partner Organization agrees that all staff assigned to work in a District school or with District students under this Agreement have undergone a criminal history background check per RCW 43.43.830 through 43.43.834, 10.97.030 and 10.97.050 and/or through the Federal Bureau of Investigation:

- WATCH Check: Required for all Partner Organization staff paid or volunteers.
- FBI Fingerprinting: Required for Partner Organization staff paid or volunteers who will be working alone or one-on-one with students (as defined in Volunteer Policy and Procedure 5630 and 5630P).
- Required for Partner Organization staff paid or volunteers providing confidential services such as mental health or drug/alcohol counseling.
- Required for Partner Organization staff and volunteers who have lived in Washington State for 6 months or less.
- This record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card.
- Driver Abstract: Required for all Partner Organization staff and volunteers that will transport a student.

I. Confidential Student and Staff Information:

Partner Organization agrees that any student information obtained through this Agreement is confidential and cannot be disclosed to a third-party unless disclosure is required by law. If student data is needed the District and Partner Organization shall enter into a Data Sharing Agreement.

SECTION II

A. Professional Qualifications:

(Insert Partner Organization Name) declares that is has complied with all federal, state and local laws regarding business permits, and licenses that may be required to carry out the work to be performed under this agreement. (Insert Partner Organization Name) further declares that is has the requisite qualifications, skills and experience necessary to provide such services.

N/A

B. Relationship to Parties:

The parties intend that an Independent Contractor-employer relationship will be created by this contract. District is interested in the results to be achieved, and the conduct and control of the work will lie solely with the Independent Contractor. The District retains the right to immediately prohibit any Provider staff, agent, or volunteer from coming on District property if the District has good reason, which includes but is not limited to violation of a District policy, procedure, or guideline. Independent Contractor will not be considered an agent or employee of the District for any purpose; the employees of Independent Contractor are not entitled to any of the benefits that District provides for District employees. It is understood that the District does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other Districts or agencies while under contract with the District.

C. Independent Contractor:

The parties agree this Agreement does not make any person an employee of the other party. The Partner Organization shall be an independent contractor and not an agent or representative of the District with regard to the services provided under this Agreement. No Partner assigned to work at a District location or for a District student shall become a District employee because of this Agreement. Partner is responsible for all wages and benefits owned to Partner staff, agents, or volunteers. Further, the District retains the right to immediately prohibit any Partner staff, agent, or volunteer from coming on District property if the District has good reason, which includes but is not limited to violation of a District policy, procedure, or guideline.

SECTION III

A. Indemnification:

The Partner Organization agrees that to the fullest extent permitted by law, Partner Organization will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and all acts or omission by Partner Organization under this agreement. The District shall have the right to demand that the Partner Organization defend any and all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Partner Organization, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from the negligence by the District.

B. Insurance:

The Partner Organization, at its own cost, shall maintain and provide evidence of the following insurance coverage:

- General Liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 aggregate. Highline School District #401, its agents, employees, and board members shall be named as an Additional Insured. Policy shall include a Waiver of Subrogation clause and a Primary & Non-Contributory clause.
- Sexual Abuse and Molestation insurance in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 aggregate.
- Employers Liability (Washington Stop-Gap) in the amount of no less than \$1,000,000 per occurrence.
- Automobile bodily injury and property damage liability in a minimum amount of \$1,000,000 per accident for owned, non-owned and hired vehicles.
- Professional Liability (malpractice) insurance in the amount of \$2,000,000 per occurrence.
- Lower Limits Approved

Prior to the commencement of programming, Partner Organization will furnish Highline School District #401 with evidence of such insurance protection in the form of a certificate of insurance and relative endorsements.

SECTION IV

A. Termination:

The District may terminate the Agreement for cause immediately and may terminate this Agreement without cause, with 30 days written notice to the Partner Organization. The Partner Organization may, at any time, terminate this Agreement, with 90 days written notice to the District.

B. Other Provisions:

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
2. Amendment. Modifications to this Agreement must be in writing and be signed by each party.
3. Governing Law. The terms of this Agreement shall be interpreted according to and enforced under the law of the State of Washington and is subject to all laws and regulations of the State of Washington.
4. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.
5. Assignment. The Partner Organization shall not assign its rights or responsibilities under this Agreement, unless it receives written permission from the District.
6. Non-Waiver. Any expressed waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or expectation of non-enforcement of any Agreement provision.
7. District Policies and Procedures. Partner Organization agrees that all staff assigned to a District school or to provide services to District students under this Agreement shall comply with all District policies, procedures, and guidelines.
8. Counterparts. The parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

C. Notices:

All notices contemplated or required under this Agreement shall be in writing and delivered by hand or U.S. Mail as follows:

To the District: Kisa Hendrickson, Chief Engagement and Partnership Officer, Highline Public Schools, 15675 Ambaum Blvd SW, Burien WA 98166

To the Partner Organization: *(Insert name/address office or department)*

HIGHLINE SCHOOL DISTRICT NO. 401:

PARTNER ORGANIZATION:

DISTRICT SIGNATURE

SIGNATURE

Kisa Hendrickson

PRINTED NAME

Chief Engagement and Partnership Officer

TITLE

DATE

Attachment A:
Background Check Clearances

PRINTED NAME

TITLE

DATE

<u>Staff/Volunteer Name</u>	<u>WATCH Check</u>	<u>Fingerprinting</u>
