



MEMORANDUM OF UNDERSTANDING BETWEEN
PUYALLUP SCHOOL DISTRICT
AND
TREEHOUSE

This Memorandum of Understanding ("MOU") is entered into between Puyallup School District ("District") and Treehouse (collectively, the "Parties") for the period of January 01, 2023 to August 31, 2028.

I. SCOPE AND PURPOSE

The District is a public school district organized under the laws of the State of Washington that provides educational instruction to students in grades K-12.

Treehouse is a statewide organization that advances equity and racial justice in the foster care and education systems. We partner with youth and young adults to determine their own path, build resilience and develop self-advocacy skills through education planning and coaching. By 2027, 90% of youth who have experienced foster care across Washington State will complete high school, with support and a plan to transition into independence.

These support services include but are not limited to:

- promoting and facilitating school enrollment and continuity for each youth;
- recruiting, connecting, and supporting a team of adults to support each foster youth, including but not limited to caregiver, social worker, and school personnel;
- systematically monitoring daily attendance, behavior, and course performance risks;
- performing personalized, timely interventions focused on problem-solving, skill building, goal setting, and academic achievement;
- coaching and mentoring for foster youth and caregivers around academic mindset, self-determination, self-advocacy, and persistence;
- assessing the impact of interventions and planning for the immediate and future needs of students;
- collecting relevant educational documents to inform and evaluate service delivery;

- assisting with high school completion planning (course selection, academic progress, credit accrual, and retrieval) in collaboration with student, caregiver, and school staff and counselors;
- supporting youth in developing and implementing their post-high school plan;
- assisting with appropriate education placement and services to meet the academic needs of each youth;
- partnering with youth and school staff to promote positive behavior and address discipline referrals; and
- coordinating and/or providing additional supports for participating youth, such as (a) tutoring or academic remediation; (b) homework or project help; (c) credit retrieval and accrual; (d) organizational and study skills; (e) college and career supports; (f) paying for extracurricular activities and other school related needs; and (g) clothing, school supplies, and other material needs.

Treehouse is authorized to provide such services to foster youth by the State of Washington Office of Superintendent of Public Instruction (“OSPI”).

The Parties wish to establish a working relationship between the District and Treehouse to ensure the educational success of foster youth attending District schools. Treehouse will provide some or all of the above support services to foster youth attending District schools and the District will provide Treehouse access to school sites, students, data, and relevant staff to accomplish these goals. The specific school(s) to be served will be agreed upon by the principal of each school and Treehouse.

II. RELATIONSHIP OF PARTIES

This MOU establishes a mutually beneficial relationship between the Parties reflecting their shared interest in ensuring the academic and social success of foster youth. Under this MOU, no representative or employee of a Party is authorized to act on behalf of, or is to be considered an employee or agent of, the other Party. The employees of each Party are not entitled to any of the benefits that the other Party provides its employees. The conduct and control of the work conducted under this MOU will lie solely with Treehouse. The District retains the right to immediately prohibit any Treehouse 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.

III. TREEHOUSE AGREEMENTS

Treehouse agrees to:

- A. Designate at least one individual to act as the Treehouse Education Specialist who will provide some or all of the education support services described above to eligible students within the District.
- B. Assist the District in identifying students eligible for Treehouse services.

C. Exchange personally identifiable information (“PII”) as allowed by law and on an as-needed basis for purposes directly related to supporting the student's educational needs and resource attainment.

D. Protect the confidentiality of students and their families, including students' foster care status, and share information with the District and school staff only as it pertains to meeting the education needs of the student.

E. Initiate and participate in individualized education programs (“IEP”) and other meetings as appropriate and as requested by students, caregivers/guardians, and/or school staff to support the education and resource needs of eligible students.

F. Provide information to students, caregivers, and school staff and refer students to other Treehouse and community resources as needed to support their education and development needs and aspirations through its Treehouse Education Specialist(s) and other Treehouse staff.

G. Provide technical assistance and confidentiality processes to the District foster care liaison and school staff in understanding and navigating the child welfare system, understanding and meeting the needs of youth in foster care, and protecting student confidentiality.

H. Comply with all applicable District policies, procedures, and guidelines at the school site.

IV. DISTRICT AGREEMENTS

The District agrees to:

A. Permit the Treehouse Education Specialist(s) access to eligible students on school grounds and during regular school hours, as well as before and after school hours on occasion, in order to provide foster youth education support services.

B. The District will attempt to provide a meeting space in the school building for Treehouse Education Specialist(s) to meet with youth. The school will attempt to provide a 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, provided that the District will provide reasonable notice to Treehouse of the need for such use. In such an instance, all reasonable efforts will be made to provide a similar alternative space. The building principal will have final authority over building use and availability issues.

C. Assist Treehouse staff in identifying students in foster care who are eligible for Treehouse services.

D. Provide Treehouse counselor-level or equivalent access to relevant student data and PII through the District's electronic portal, provided that such access must be consistent with federal and state law and subject to a separate data-sharing agreement where appropriate.

E. Protect the confidentiality of students and their families, including the students' foster care status, and share information only to the extent required to assist students in meeting educational needs.

F. The District and school staff will collaborate with Treehouse Education Specialist(s), DCYF social workers, and caregivers/guardians to meet the educational needs of eligible students.

V. BACKGROUND CHECKS

All employees of Treehouse will complete the fingerprint and background check requirement of the State of Washington Office of Superintendent of Public Instruction ("OSPI") prior to having contact with children while working at District schools. Those records can be verified through OSPI by the District or school at any time.

In accordance with RCW 28A.400.330, any employee of Treehouse assigned to duties under this contract is prohibited from having unsupervised contact with children while working at District schools if the individual pled guilty to or has been convicted of any felony crime against children or adults. Any failure to comply with this section shall be grounds for the District to immediately terminate this MOU.

VI. CONFIDENTIAL STUDENT AND STAFF INFORMATION

Treehouse agrees that any student PII obtained through this MOU is confidential. Treehouse will obtain PII only where there is prior, written consent from the parent, legal guardian, eligible student (i.e. a student who is the age of 18 and older), or Department of Children, Youth and Families where DCFY has authority to provide such consent, unless otherwise permitted by law. Treehouse further agrees and understands that the District will provide PII to Treehouse only for students who have such consent or for whom Treehouse is legally authorized to obtain PII directly and such documentation is provided to the District in advance.

VII. INDEMNIFICATION

Each Party will hold harmless, defend, and indemnify the other Party, 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 omissions by the indemnifying Party or its employees under this MOU. The indemnified Party shall have the right to demand that the indemnifying Party defend any and all claims, lawsuits, or proceedings related to services the indemnifying Party provided under the MOU, without cost to the indemnified Party, with a lawyer acceptable to the indemnified Party. The terms of this section shall survive termination of this MOU.

VIII. INSURANCE

1. **Insurance.** The Partner shall procure and maintain general and professional liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work under the terms of this Agreement by the Partner, its agents, representatives, employees, or subcontractors for the duration of this Agreement.

The Partner shall name the District as an additionally insured of the policy or policies and provide the District a Certificate of Insurance evidencing:

- (1) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage; and
- (2) Professional Liability Insurance with limits of \$1,000,000 (if applicable)
- (3) Automobile Insurance of 1,000,000 single limit and \$1,000,000 UM/UIM (if applicable)

The Partner shall give the District thirty (30) days prior written notice of any cancellations, suspension, or material change in coverage.

IX. TERM

This MOU is effective from January 1, 2023 to August 31, 2028, unless terminated sooner as provided in this MOU.

X. TERMINATION

Either Party may terminate this MOU for any reason, with 30 days written notice to the other Party.

XI. ASSIGNMENT

Neither Party shall assign its rights or responsibilities under this MOU without the written authorization of the other Party.

XII. SEVERABILITY

If any provision of this MOU is held invalid or unenforceable, the remainder of the MOU will not be affected, but continue in full force.

XIV. AMENDMENT

This MOU shall not be modified or amended except by a written agreement executed by both of the Parties.

XV. COUNTERPARTS

The Parties agree that this MOU may be executed in one or more counterparts, each of which shall constitute an enforceable original of the agreement, and that electronic signatures shall be as effective and binding as original signatures.

XVI. NOTICES

All notices contemplated or required under this MOU shall be sent to:

To the District: [insert district representative here] *Michele Bledsoe*

To Treehouse: Laura Brossard, Programs Administrative Coordinator, Treehouse, 2100 24th Ave S. Suite 200 Seattle, WA 98144

PUYALLUP SCHOOL DISTRICT

Michele Bledsoe

SIGNATURE

Michele Bledsoe

PRINTED NAME

*Director of Social
Emotional Wellness*

TITLE

4-24-23

DATE

TREEHOUSE

Jess K. Lewis

SIGNATURE

Jess Lewis

PRINTED NAME

Chief Impact Officer

TITLE

05 / 04 / 2023

DATE

Title	Executive Assistant
File name	Treehouse MOU wit...ature 4.24.23.pdf
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Status	● Signed

Document History



SENT

04 / 28 / 2023

18:19:28 UTC

Sent for signature to Jess Lewis
 (jess.lewis@treehouseforkids.org) from
 laura.brossard@treehouseforkids.org
 IP: 73.239.166.148



VIEWED

05 / 04 / 2023

18:16:25 UTC

Viewed by Jess Lewis (jess.lewis@treehouseforkids.org)
 IP: 70.102.202.34



SIGNED

05 / 04 / 2023

18:17:47 UTC

Signed by Jess Lewis (jess.lewis@treehouseforkids.org)
 IP: 70.102.202.34



COMPLETED

05 / 04 / 2023

18:17:47 UTC

The document has been completed.



Agenda Item Details

Meeting	May 22, 2023 - Regular Board Meeting and Public Hearing No. 2 on the 2022-23 Budget Extension; Recognition of Outstanding High School Seniors
Category	3. Consent Agenda
Subject	H. Business Services - Treehouse Interlocal Agreement
Type	Action (Consent)
Recommended Action	Approval of Treehouse Interlocal Agreement, as presented.

Submitted by:

Laura Marcoe, Assistance Superintendent of Business & Support Services.

Issue:

Consideration for approval of an interlocal agreement between Treehouse and Puyallup School District. Treehouse is a statewide organization authorized to provide services to foster youth by the State of Washington Office of the Superintendent of Public Instruction (OSPI).

Background:

RCW 28A.320.080 and RCW 39.34 authorizes school districts in the State of Washington to enter into cooperative agreements between governmental agencies to purchase equipment, supplies and services for use in the school district.

Discussion:

Treehouse advances equity and racial justice in the foster care and education system by partnering with youth and young adults to provide self-advocacy skills through education planning and coaching. Education Specialists provide connection with support services, attendance monitoring, and timely interventions focused on problem solving skills, goal setting and academic achievement.

Contact Information:

If you have questions or comments regarding this item, please contact Laura Marcoe, Assistant Superintendent of Business & Support Services at marcoelk@puyallup.k12.wa.us or (253) 841-8762 or Amie Day, Director of Accounting & Finance at DayAK@puyallup.k12.wa.us or (253) 435-6777.

Treehouse Interlocal Agreement 5.22.23.pdf (2,636 KB)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Approve the consent agenda, as presented.

Motion by Michael D Keaton, second by Turan Kayaoglu.

Final Resolution: Motion Carries

Yea: David B Berg, Turan Kayaoglu, Michael D Keaton, Maddie D Names, Joseph Romero