MEMORANDUM OF UNDERSTANDING

Between
Steilacoom Historical School District #1
and
Pierce County Skills Center

This Memorandum of Understanding (MOU) is supplemental to the interdistrict agreement between the Steilacoom Historical School District #1 and the consortium member districts of Pierce County Skills Center. This MOU is entered into in good faith between the Steilacoom Historical School District #1 (SHSD) and Pierce County Skills Center (PCSC), to provide summer classes within SHSD.

Purpose and Duration

The purpose of this MOU is to offer two sessions of summer school in SHSD from June 24, 2024 through August 1, 2024.

Services

SHSD will provide the classrooms and equipment for all programs at various SHSD high school location(s) for the duration of this MOU. SHSD administration will prepare and submit facility use applications to reserve classrooms for PCSC summer school classes.

PCSC will provide instruction of approved PCSC summer school courses in compliance with all OSPI requirements. PCSC will submit all required reports and/or documentation to include, apportionment, attendance and grade transcripts.

A minimum of four sections per session must be offered at the satellite in order for summer school to be offered at the site. Fewer sections may be offered if agreed upon by both parties.

Fiscal

PCSC will be responsible for the following costs:

1. Instructor salary, benefits, and payroll taxes;
2. A daily rental/facility fee payable to SHSD of $50 per classroom;
3. A fee for incidental costs to SHSD based on the PCSC Summer School Incidental Costs Scale below:

# of Summer School Classes (per district)	Incidental Fee
1-10	$1000.00
11-15	$1500.00
16 and Above	$2000.00

4. Software license fee when specific to PCSC programs and limited tech support with prior approval of the PCSC (not to exceed 10 hours/class);

5. An on-site administrator for each site for each session. The on-site administrator will be present from the start of the scheduled school day to the end of the day and will assume administrative oversight and supervision of the site;
6. With documentation, replacement/repair of any broken, lost, or damaged equipment;
7. With documentation, repair of damage sustained to the facility as a result of this MOU;
8. All operating supplies and materials for the class.

Student Enrollment
PCSC will register the students in the Skills Center classes. SHSD agrees that the PCSC shall count and report the actual student FTE based on the aggregate of enrolled hours based upon the fourth day of each summer session. (WAC 392-121-136 *1a*).

Instructor
The instructors for the classes will be provided by the PCSC in cooperation with the SHSD and will have the appropriate credentials and certification to teach the classes.

Background Checks
The PCSC shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this MOU. Pursuant to RCW 28A.400.330, the PCSC shall not permit any employee, subcontractor, intern or volunteer from performing work under this MOU who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended. Failure to comply with this provision shall be grounds for SHSD immediately terminating the MOU. The PCSC shall incorporate this requirement into every subcontract it enters relating into services with SHSD.

Instructional Materials
SHSD will provide curriculum for all students.

Special Education Liability
It is the intent of the parties is that all costs, damages, and fees incurred as a result of any claim brought by a student under state or federal law related to providing an appropriate education to students with disabilities – including but not limited to Chapter 28A.155 RCW, the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973 – shall be paid by the district in which the student resides and that the ultimate responsibility for providing an appropriate program is the resident district. If the PCSC provides services as part of a student with disabilities program, the parties agree to the following:

1. PCSC will have a representative as part of the decision process to place the student at PCSC.
2. The resident district will be responsible for transportation and any additional costs associated with the student's placement.
3. The student will be subject to the rules and regulations of the PCSC; provided, that if state or federal law limits the application or requires an accommodation, the resident

district will provide any necessary support required to preserve the safety of students and the integrity of the education environment.

4. The resident district will be responsible for defending and hold PCSC, its officials, employees, and agents, harmless from all claims, costs, damages, and fees (including attorney fees) related to the appropriateness of the program or the adequacy of the prescribed services.
5. PCSC shall defend and hold harmless the resident district, its officials, employees, and agents, from claims, costs, damages, and fees (including attorney fees), that it did not provide the agreed upon services for which they are responsible or discriminated against a special education student.
6. In the event a claim, complaint, or other process or proceeding is brought which may be attributable to one or both parties, the parties shall confer to discuss and endeavor to resolve the responsibility for the defense of the allegations.

Non-Discrimination

The PCSC shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to SHSD. SHSD does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a dog guide or trained service animal (a service animal is a dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability). Accordingly, no person shall be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the PCSC and its agents under this MOU. Harassment on the basis of any of the foregoing conditions is strictly prohibited. The PCSC shall notify the Superintendent or designee immediately of any decision by a local, state or federal agency, court or jury that the PCSC violated a law, regulation or ordinance prohibiting discrimination. In the event of the PCSC's noncompliance or refusal to comply with this nondiscrimination provision, this MOU may be rescinded, cancelled or terminated in whole or part, and the PCSC may be declared ineligible for further MOUs with SHSD.

Indemnification

Each party to this MOU will be responsible for the negligent acts or omissions of its own employees, officers, or agents in performance of this agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

Insurance

SHSD is self-insured as a member of the Washington State Risk Management Pool.
PCSC is covered by Canfield and Associates Risk Management Pool.

PCSC shall at all times during the term of this MOU, at its cost and expense, carry and maintain general public liability insurance, including contractual liability and professional liability and/or malpractice liability coverage when appropriate, against claims for bodily injury, personal injury,

death, or property damage occurring or arising out of services provided under this MOU. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the PCSC or its officers, agents, representatives, assigns or servants. The limits of liability insurance shall cover such claims as may be caused by any act, omission, or negligence of the PCSC or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by SHSD, with the approval of the PCSC (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	$1,000,000
Aggregate	$2,000,000

Assignment
No right or duty under this MOU may be assigned by any party without the other party's written consent.

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

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

Modifications
The MOU represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of the MOU shall be binding on any party unless executed in writing by an authorized representative of each party. The MOU shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

Termination
This MOU shall be in effect through August 1, 2024.

5/20/24
Scott Martin (Date)
Director
Pierce County Skills Center

KWeight 6-17-24
Dr. Kathi Weight (Date)
Superintendent
Steilacoom Historical School District #1