PUYALLUP SCHOOL DISTRICT
A Tradition of Excellence

Agenda Item Details

Meeting	Oct 06, 2025 - Regular Board Meeting at Kessler Center and livestreamed via Zoom
Category	4. Consent Agenda
Subject	F. Student Support Department: Cowlitz Indian Tribe Memorandum of Agreement (MOA)
Type	Action (Consent)

Presented by:
Tonya Middling, Director of Student Support

Issue:
This is a Memorandum of Agreement between the Puyallup School District and the Cowlitz Indian Tribe utilizing staff from the Cowlitz Indian Tribe Health and Human Services. There is no charge to the Puyallup School District.

Background:
RCW 28A.320.080 and RCW 39.34 authorize 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:
Cowlitz Indian Tribe will provide mental health services to students who are eligible. Supervision of the program will be provided by Cowlitz Indian Tribe.

Contact Information:
If you have questions or comments regarding this item, please contact Tonya Middling, Director of Student Support, at middltr@puyallupsd.org or 253-840-8907.

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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 Gretchen S Miles, second by David B Berg.
Final Resolution: Motion Carries
Yea: Maddie D Names, Gretchen S Miles, David B Berg, Shannon C Burch, Joseph Romero

Agreement for Access to Students for Professional Services between Puyallup School District and Cowlitz Indian Tribe

This Memorandum of Agreement (hereinafter "Agreement") between Puyallup School District (hereinafter "District") and the Cowlitz Indian Tribe (hereinafter "Tribe"), utilizing staff from the Cowlitz Indian Tribe Health and Human Services, is for the performance of services set forth below:

1.0 Purpose. District will provide Tribe access to school sites and students during the school day to perform counseling services for families under the terms and conditions set forth in this agreement.

2.0 Description of Work. Cowlitz Indian Tribe will provide mental health services to students who are eligible. Supervision of the program will be provided by Cowlitz Indian Tribe. These services can be performed during the regular school day and on school grounds in coordination with the district or school. Providers will schedule sessions in advance, wear proper identification and sign in/out at the school according to visitor expectations. Students are to remain on school grounds unless there is an exception for remote learning due to COVID-19. This is not a service provided through, or contracted by, District. By this agreement, District merely agrees to provide access to Cowlitz Indian Tribe clients during the school day.

3.0 Payment. Services performed will be provided as deemed appropriate by the Tribe. There will be no charge to District, since District is not a contracting party to the counseling.

4.0 Relationship of Parties. Cowlitz Indian Tribe will not be considered an agent or employee of District for any purpose, and the employees of Tribe are not entitled to any of the benefits that District provides for District employees District employees will not be considered an agent or employee of the Tribe for any purpose and the employees of the District are not entitled to any of the benefits that the Tribe provides for its employees.

The parties agree that all work shall be performed in accordance with the highest professional standards. Tribe shall have sole control of the manner and means of providing these services as agreed to by the parties and shall complete the services according to Cowlitz Indian Tribe's own means and methods of work. Tribe will be responsible for and will superintend the execution of all works covered by this agreement.

The parties agree that the participation of students in the program shall be limited to students eligible for services as determined by the Cowlitz Indian Tribe.

5.0 General Terms and Conditions

A. Cowlitz Indian Tribe
   1. To ensure that Cowlitz Indian Tribe employees, contractors, or agents do not have criminal records, Cowlitz Indian Tribe will require and obtain a record check for all such persons granted access to District schools through the Washington State Patrol

criminal identification system under RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050.

2. Cowlitz Indian Tribe shall require and obtain criminal records from the Federal Bureau of Investigation. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. District will accept recent background checks performed within the past two years. Cowlitz Indian Tribe will affirm that its employees with access to students have passed all criminal history checks, including any and all criminal history and/or conviction information, as well as any self-disclosed criminal history provided by an employee, contractor, or agent of Cowlitz Indian Tribe with access to students.
3. Cowlitz Indian Tribe and District will comply with their established regulations regarding confidentiality.

B. District

1. Will provide access to student files, through established District procedures, and records as appropriate to the needs of the child when Cowlitz Indian Tribe presents a release from the student's parent or guardian, as required by federal and state law.
2. Provide confidential and suitable workspace with Wi-Fi connectivity.
3. District and Tribe will coordinate to obtain parental permission slips prior to students participating in group sessions, unless the student is 13 or older.
4. Will abide by federal and state laws regarding the dissemination of private education records and personally identifiable student information.

6.0 Liability. Cowlitz Indian Tribe is directly accountable and responsible to the individual student for his/her/their decisions and for the quality of care he/she/they renders either directly or in supervising others.

A. To the extent permitted by law, District shall hold harmless Cowlitz Indian Tribe and its officers, agents and employees from any and all claims, actions, suits, liability, loss costs, expenses and damages of any nature whatsoever solely by reason of or arising out of any act or omission of District or its officers, agents and employees in the performance of this agreement. In the event that any such suit based upon such claim, action, loss or damage is brought against Cowlitz Indian Tribe, District shall defend the same at its sole cost and expense, provided that the Cowlitz Indian Tribe reserves the right to participate at its own expense in such suit if any principle of governmental, tribal, or public law is at issue.

B. To the extent permitted by law, Cowlitz Indian Tribe shall hold harmless District and its officers, agents, and employees from any and all claims, actions, suits, liability, loss costs, expenses, and damages of any nature whatsoever solely by reason of or arising out of any act or omission of Cowlitz Indian Tribe or its officers, agents and employees in the performance of this agreement. In the event that any such suit based upon such claim, action, loss or damage is brought against District, Cowlitz Indian Tribe, to the extent permitted by law, shall defend the same at its sole cost and expense, provided that District reserves the right to participate at its own expense in such suit if any principle of governmental or public law is at issue.

7.0 Duration. The term of this agreement is indefinite and may be terminated by either party upon 30 days advanced written notice of desired termination date.

8.0 Sovereign Immunity. The Parties acknowledge that the Cowlitz Indian Tribe is a federally recognized Indian Tribe and is possessed of all attributes of sovereign rights, privileges, remedies, or services guaranteed by federal, State, and Tribal law. The Cowlitz Indian Tribe hereby agrees to waive its sovereign immunity for the sole and limited purpose of enforcement of the terms of this Agreement. Notwithstanding any other terms or provisions of this Agreement, District understands and agrees that the Cowlitz Indian Tribe, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by federal, State, and Tribal law.

Puyallup School District

Tonya Middling, Director of Student Support
Print Name of Designee- Title

Signature of Designee

10/25/24
Date

Cowlitz Indian Tribe

Michael Watkins (Oct 25, 2024 11:51 PDT)

Michael Watkins, Tribal Manager

Oct 25, 2024
Date

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Final Audit Report 2024-10-25

Created:	2024-10-25
By:	Amanda Norberg (anorberg@cowlitz.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxEJE90boPg-ojn-f8lYTSbV4SMSd7rU7

"Cowlitz_MOU_10.25.24" History

Document created by Amanda Norberg (anorberg@cowlitz.org)
2024-10-25 - 6:39:39 PM GMT

Document emailed to Michael Watkins (mwatkins@cowlitz.org) for signature
2024-10-25 - 6:39:59 PM GMT

Email viewed by Michael Watkins (mwatkins@cowlitz.org)
2024-10-25 - 6:51:28 PM GMT

Document e-signed by Michael Watkins (mwatkins@cowlitz.org)
Signature Date: 2024-10-25 - 6:51:54 PM GMT - Time Source: server

Agreement completed.
2024-10-25 - 6:51:54 PM GMT

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