PUYALLUP SCHOOL DISTRICT
A Tradition of Excellence

Agenda Item Details

Meeting	Dec 08, 2025 - Regular Board Meeting at Kessler Center and livestreamed via Zoom
Category	7. Consent Agenda
Subject	N. Student Support Department: Friends Of The Children (MOU)
Access	Public
Type	Action (Consent)

Public Content

Presented by:
Tonya Middling, Director of Student Support

Issue:
This Memorandum of Understanding (MOU) with Friends of the Children and Puyallup School District is for October 1 ,2025 –September 30, 2026. Friends–Tacoma will work with area organizations serving families impacted by foster care, and the Washington State Department of Children, Youth and Families (DCYF) to identify and enroll children ages 4 to 6 in the program. Each child will be paired with a Friend one-on-one who will spend three to four hours a week through high school graduation–12+ years, no matter what.

Background:

Friends–Tacoma is implementing an intentional Two-Generation (2Gen) approach, working with parents to build critical parenting skills that empower them to advocate for their child in school and strengthen bonds. Friends will also support parents in accessing housing, employment and social service resources while measuring both youth and parent outcomes.

Discussion:

The MOU outlines the scope of services, the role of the district in this partnership and goals and objectives.

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.

Friends of the Children MOU 25_26_ signed.pdf (313 KB)

Administrative Content

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 modified.

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

Puyallup School District No. 3
302 2nd St SE
Puyallup, WA. 98372
(253-841-1301

MEMORANDUM OF UNDERSTANDING (MOU) ROUTING FORM

DATE: **9/22/25**

FROM: **Student Support on School & Community Partnerships**
RE: **Community Partner MOU**

ROUTING	APPROVED BY	DATE
1. Student Support	Tonya Middling	9/22/25
2. Legal-Risk Management	Megan Davis	9/22/25
3. Business Services		9/22/25

REQUIRED ATTACHMENTS:

1) Community Organization's certificate of insurance naming Puyallup School District as an additional insured with at least $1 million in general liability coverage.

Puyallup School District & Friends of the Children, Tacoma

Memorandum of Understanding (MOU)

Collaboration in support of the District's Strategic Goals

SCHOOL(S)* OR DEPARTMENT: Student Support

COMMUNITY ORGANIZATION: Friends of the Children, Tacoma

TERM OF COLLABORATION: **October 1, 2025 – September 30, 2026**

Puyallup School District ("District") and the community organization named above ("Community Organization") (*collectively the* "Parties") agree to the following:

I. STATEMENT OF INTENT:

The District is committed to the creation and implementation of collaborations with community organizations that enhance the educational program of District schools, support the achievement of the District's strategic goals, and improve academic and social-emotional outcomes for District students. All collaborations with community organizations must:

a. Have measurable outcomes supporting the strategic goals of the District and individual school goals where appropriate;
b. Follow all District policies and procedures including, but not limited to, District policies relating to building use and student safety; and
c. Continuously demonstrate substantial positive impact.

II. THIS COLLABORATION SUPPORTS THE FOLLOWING STRATEGIC GOAL(S):

☒ Academic Achievement
☒ Family and Community Engagement
☒ Social-Emotional Supports
☐ Staff Development, Culture, and Satisfaction
☐ Facilities, Safety, and Security

III. THIS COLLABORATION SUPPORTS THE FOLLOWING WHOLE CHILD ELEMENT(S):

☒ Academic Learning
☒ Basic Needs
☒ Family Engagement & Support
☐ Health & Wellness

☒ Behavior/Social Emotional Learning ☐ Racial/Cultural Identity
☐ College & Career Readiness ☒ Readiness and Transitions
☐ Expanded Learning ☐ School Culture & Climate

IV. THIS COLLABORATION SUPPORTS THE GOALS OF THE SCHOOL(S) IT SERVES:

Each year, District schools develop a Continuous School Improvement Plan (CSIP). CSIPs detail the areas the school plans to focus on, the goals they want to achieve, and their plan to achieve the goals.

Community Partner Title: (initials): N/A

V. SCOPE OF WORK:

Friends–Tacoma will work with area organizations serving families impacted by foster care, and the Washington State Department of Children, Youth and Families (DCYF) to identify and enroll children ages 4 to 6 in the program. Each child will be paired with a Friend one-on-one who will spend three to four hours a week through high school graduation–12+ years, no matter what. Friends–Tacoma is implementing an intentional Two-Generation (2Gen) approach, working with parents to build critical parenting skills that empower them to advocate for their child in school and strengthen bonds. Friends will also support parents in accessing housing, employment and social service resources while measuring both youth and parent outcomes.

VI. MEASURABLE OUTCOMES:

This collaboration has the following measurable outcomes to prove its support of strategic goals of the district and individual goals of the schools it serves:

GOAL	MEASURABLE OUTCOME
Improvement in academic performance	Increase in educational attainment and benchmark goals
Improvement in behavior and self-management	Reduction in suspensions and expulsions

COMMUNITY ORGANIZATION WILL:

Provide mentorship to youth enrolled in the Friends of the Children–Tacoma Program. Mentorship will take place at the youths' schools. Service is individualized according to the youth, school, and academic support team, including teachers, counselors, and administrators. Programming will take place within the school year. Services include providing 1:1 support in the classroom or a designated area, attending IEP/504 meetings, participating in behavioral

improvements and safety plans, and providing additional classroom support to teacher/students as needed. Services are at minimum 1.5 hours a week but can be up to 4 hours per week, depending on the needs of the youth. With the permission of the parent/guardian, staff will be added to the pickup list to pick up youth after school hours. All youth have an Authorization for School Access and Release of Information provided by parent/guardian.

Provide Authorization for School Access and Release of Information for participating youth.

VII. SCHOOL OR DISTRICT WILL:

Provide grades or benchmark testing scores, behavioral and safety plans, IEP/504 plan, and attendance information.

VIII. COMMUNICATION:

Successful collaborations require professional communication between the Parties to support the stated goals and to achieve and track the measurable outcomes detailed in this MOU. The Parties agree to communicate as follows: in-person or via phone and email.

IX. CHECK-IN PROCEDURES:

Upon arrival at designated District School building on each day of service, each provider shall report to the main office and sign-in to the Visitor's Log. Personnel shall wear a badge identifying them as "Visitors" in the building, which is clearly visible to anyone passing them in the hall. Ongoing regular providers shall have their agency issued badge, which is clearly visible to anyone passing them in the hall. Provider shall notify the school personnel the name of the students they will be visiting each time they are at a school.

X. REFERRAL PROCEDURES:

Students shall be referred to Community Organization by school counselors, social workers, family or student initiated by contacting Community Organization at info@friendstacoma.org or by calling (253) 999-1151 upon which an intake will be scheduled.

XI. QUALIFICATIONS:

Provider declares that it 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. Provider further declares that it has the requisite qualifications, skills and experience necessary to provide such services.

XII. PAYMENT: [NOT APPLICABLE]

XIII. TERMINATION:

This MOU may be terminated by either party at any time and for any reason, with 30 days written notice. Additionally, the District may terminate this MOU with written notice, effective immediately, if the District determines that such action is necessary to avoid disruption to the

educational environment of the school and/or for the health or safety its students, officials, agents, employees, or volunteers.

XIV. NONDISCRIMINATION:

Community Organization will comply with the following nondiscrimination and equality in contracting provisions as mandated by federal and state law:

a. Americans with Disabilities Act: Community Organization will comply with all applicable provisions of the Americans with Disabilities Act (ADA) in performing its obligations under this MOU and shall provide such reports and information relative to the accessibility of services as may be requested by the District.
b. Discrimination: Community Organization will not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Community Organization shall affirmatively attempt to ensure that applicants are employed, and that employees are treated without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, during their employment period. Such efforts shall include, but are not limited to the following: employment, upgrading, demotion, transfer; recruitment, layoff, rates of pay, or other forms of compensation and training.

XV. BACKGROUND CHECK:

Community Organization agrees all officials, agents, employees, and volunteers assigned to work in a District school or with District students under this MOU will undergo a criminal history background check at the Community Organizations expense. Background checks must be completed before individuals are assigned to work in a District school or with District students. Community Organization will complete "Appendix A" listing each official, agent, employee, and volunteer and the type of background check each received in accordance with the requirements below. All Community Organization officials, agents, employees, and volunteers who work with students must pass an annual criminal background screen.

a. The WATCH (Washington State Patrol) background check is acceptable for a Community Organization official, agent, employee, or volunteer who satisfies both of the following criteria. The individual has:
    i. Resided in Washington State for more than three years; and
    ii. Their contact with students will always be supervised by an adult (unrelated through family ties).
b. A national background check is required for a Community Organization official, agent, employee, or volunteer who satisfies one or both of the following criteria. The individual has:

i. Resided in Washington State for less than three years from the date of the background check; and/or
ii. Contact with students will be unsupervised.

Community Organizations must use their own WATCH account. WATCH background checks are free for non-profit organizations. For-profit organizations must provide payment to the Washington State Patrol for background checks performed.

For individuals required to submit to a national background check, this background check is required once. In subsequent years, a WATCH background check is required. Community Organizations may utilize the District's national background check vendor at their own expense.

If a positive criminal history is reported, Community Organization will share the information with the District's Community Partnerships Department by contacting middltr@puyallupsd.org. The District will determine if the individual may be assigned to a District school or student. Community Organization understands and agrees that as an independent contractor, employment decisions are always their own.

XVI. SEXUAL MISCONDUCT TRAINING:

Community Organization agrees all officials, agents and employees will complete a Child Sexual Abuse Prevention Course through Vector or other District approved course prior to working in a District school or with District students.

Community Organization will complete "Appendix A" upon which a link to an acknowledgement statement will be sent to prove compliance with the requirement.

XVII. CONFIDENTIAL STUDENT INFORMATION:

Community Organization understands and agrees that the District will only provide identifiable student education records to the Community Organization upon receipt/approval of both parent/guardian-signed consent to release information form(s) and an executed data sharing agreement.

Community Organization also understands and agrees that any identifiable student education records received from the District are confidential and protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), and 20 U.S.C. Section 1232g. Community Organization further agrees that identifiable student education records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District unless required to make such a disclosure under an applicable law or court order. Community Organization further understands and agrees that any identifiable student education records obtained through this MOU may be used only to perform the services described in this MOU. The unauthorized or unlawful disclosure of student education records is just cause for the District to immediately terminate the MOU.

If applicable, Community Organization will maintain all therapeutic/health records in accordance with State of Washington regulations for Community Mental Health Agencies and the United States Health Insurance Portability and Accountability Act (HIPAA). Community Organization will only provide therapeutic records or treatment information to the District upon a signed consent to release information which must be authorized by the parent/guardian, or if the student is 13 years of age or older, by the student.

XVIII. RESEARCH:

Community Organization has the right to present, publish, or use student results gained in the course of its collaboration, so long as publication, presentation, or use of the results is consistent with scientific standards, is outside the scope of a current District-supported research study, and does not include personally identifiable information of District students, staff, or parents/guardians. Should Community Organization use or collect data for the purpose of conducting a research study, Community Organization will submit a separate External Research Request prior to use or collection. To determine whether the proposed data use/collection constitutes a research study, Community Organization may contact the District's Assessment Manager and Edtec.

XIX. INDEPENDENT CONTRACTOR:

The Parties are independent contractors. Nothing herein shall be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their officials, agents, employees, or volunteers, or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. Neither party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.

XX. SITE ACCESS:

The District reserves the right to immediately prohibit any Community Organization official, agent, employee, or volunteer from entering District property if a District official determines that such action is necessary to avoid disruption to the educational environment of a school and/or for the health or safety the District's students, officials, agents, employees, or volunteers. The District reserves the right terminate this MOU for a violation that results in a site access prohibition for a Community Organization official, agent, employee, or volunteer.

XXI. INSURANCE AND INDEMNIFICATION:

a. Insurance:

1. General Liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of $1,000,000 per occurrence, $3,000,000 aggregate. Puyallup School District, 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.

2. Sexual Abuse and Molestation insurance in the minimum amount of $1,000,000 per occurrence, $3,000,000 aggregate.
3. Employers Liability (Washington Stop-Gap) in the amount of no less than $1 per occurrence.
4. Automobile bodily injury and property damage liability in a minimum amount of $1,000,000 per accident for owned, non-owned and hired vehicles.
5. Professional Liability (malpractice) insurance in the minimum amount of $1,000,000 per occurrence.

b. Indemnification: Community Organization agrees that to the fullest extent permitted by law, Community Organization will hold harmless, defend, and indemnify the District, its agents, employees and board members from any liability, cost or expense, including and without limitation, penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of, or resulting from any act or omission by the Community Organization under this MOU. The terms of this section shall survive the termination of this MOU.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Community Organization, its agents, employees, and board members from any liability, cost or expense, including and without limitation, penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of, or resulting from any act or omission by the District under this MOU. The terms of this section shall survive the termination of this MOU.

XXII. NOTICES:

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

To the School/District Lead:

Tonya Middling, Director of Student Support
middltr@puyallupsd.org
253-840-8907
Puyallup School District
109 E. Pioneer
Puyallup, WA 98372

To the Community Organization:

JR Nobles, Executive Director
jnobles@friendstacoma.org
253-999-1151
7302 South Park Avenue
Tacoma, WA 98408

XXIII. MISCELLANEOUS PROVISIONS:

a. Entire Agreement. This MOU constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

b. Amendment. Modifications to this MOU must be in writing and be signed by each party.

c. Governing Law. The terms of this MOU shall be interpreted in accordance to, and enforced under, the laws of the State of Washington. The Parties agree that any judicial proceedings will take place in Tacoma, Washington.

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

e. Assignment. Neither party shall assign its rights or responsibilities under this agreement unless it receives written permission from the other party.

f. Non-Waiver. Any express waiver or failure to exercise promptly any right under this MOU will not create a continuing waiver or any expectation of non-enforcement.

g. District Policies and Procedures. Community Organization agrees that all its officials, agents, employees, or volunteers providing services to District students under this MOU will comply with District policies, procedures, and guidelines, including all applicable District health and safety protocols. Community Organization will educate their officials, agents, employees, and volunteers of all applicable District policies, procedures, and guidelines before permitting work under this MOU to begin. District policies and procedures are available at: https://go.boarddocs.com/wa/psd/Board.nsf/Public

h. Counterparts. The Parties agree 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.

i. Debarment. Community Organization, by accepting this MOU, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state, or federal department or agency.

j. Cooperation with District Auditor and State Auditor. Community Organization agrees to provide reasonable cooperation with any inquiry by either the District or the State Auditor relating to the performance of this MOU. The District has the right to audit records of Community Organization relating to payment or performance under this MOU, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of, or agreement to, future contracts.

THIS MOU SHALL BECOME EFFECTIVE AS OF THE LAST DATE OF SIGNATURE AND UPON BOARD APPROVAL. BY SIGNING BELOW, EACH SIGNATORY REPRESENTS THAT IT HAS THE AUTHORITY TO EXECUTE THIS MOU.

PUYALLUP SCHOOL DISTRICT	COMMUNITY PARTNER
Tonya Middling	Melvin Noble Jr.
Authorized Signature	Authorized Signature

Tonya Middling	JR Nobles
Printed Name	Printed Name
Director of Student Support	Executive Director
Title	Title
9/23/25	9/23/25
Date	Date