



**MEMORANDUM OF UNDERSTANDING
BETWEEN
FRANKLIN PIERCE SCHOOL DISTRICT
AND**

PIERCE COUNTY PUBLIC WORKS – ENVIRONMENTAL EDUCATION TEAM

SECTION I: PARTIES

This Memorandum of Understanding (“MOU”) is entered between Franklin Pierce School District (“District”) and Pierce County Public Works – Environmental Education Team (“Provider”) to outline an agreement for the use of classroom and designated farm spaces at the FP Farm for the purpose of delivering community-based environmental education classes for the general public.

NOW, THEREFORE, THE DISTRICT AND PROVIDER AGREE AS FOLLOWS:

SECTION II: SCOPE OF SERVICES

School Location: The Farm at Franklin Pierce Schools

Duration of Program: This agreement is effective January 1, 2026, and shall terminate December 31, 2026, unless terminated earlier in accordance with Section III (H) of this MOU.

Purpose

The purpose of this MOU is to establish terms under which the Provider may utilize designated classroom and farm spaces at the FP Farm to deliver environmental education programming to community members. These programs are designed to:

- Increase environmental literacy among community members.
- Provide hands-on, place-based learning opportunities.
- Support sustainable land stewardship practices.
- Strengthen community connection to food systems, farming, and natural resources.

Programming delivered under this agreement will be open to the general public and may include workshops, short courses, seasonal classes, and community learning events.

Services to be Performed by Provider

The Provider agrees to:

- Plan, coordinate, and deliver environmental education classes and workshops for community members.
- Provide qualified instructional staff to lead all programming.



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- Ensure that all activities align with District facility use policies and agreed-upon schedules.
- Coordinate scheduling of space use in advance with designated District staff.
- Leave all spaces in clean and orderly condition following use.
- Provide necessary instructional materials and supplies unless otherwise agreed.
- Ensure appropriate participant supervision and safety procedures during programming.
- Provide proof of required insurance coverage as outlined in Section III (F).

District Responsibilities

The District agrees to:

- Provide access to designated classroom and agreed-upon farm spaces at the FP Farm for scheduled programming.
- Provide reasonable access to restrooms and common areas as appropriate.
- Identify a primary District contact for scheduling and coordination.
- Maintain responsibility for general facility maintenance, utilities, and structural upkeep of the space.

A. Payment

Provider and District seek to enter into an agreement to provide services to students and/or families identified by school/district staff through referrals. Provider will be funded for services through external sources such as grants. The student and/or family will not be charged for services provided under this agreement. The District is not responsible for the student's program expenses.

B. Check-in Procedures

Representatives of the Provider will follow each school's specific check-in procedures.

SECTION III

A. Background Checks

In accordance with RCW 28A.400.330, Provider agrees that all staff assigned to work in a District school or with District students under this MOU have undergone a criminal history background check. Provider will conduct a Washington State Patrol (WSP) criminal background unless otherwise specified in this agreement. Provider will provide to the Franklin Pierce School District copies of the Provider's criminal background checks that will be visiting the schools.



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B. Confidential Student and Staff Information

The School District and Provider agree that any student information obtained in providing services under this MOU is confidential, except when required by law. Under this agreement student health information is protected under HIPPA and/or 42 CFR part II for substance use disorder individuals. Educational record information will be shared with Provider when a signed release of information (ROI) is on file. A copy of the ROI form will be available to the District.

C. Independent Provider

The parties agree this MOU does not make any person an employee of the other party. Provider shall be an independent provider and not an agent or representative of the District and may work with other districts. No Provider assigned to work at a District location or for a District student shall be considered a District employee under this MOU.

D. Districts Rights

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 guidelines. The District and the Provider will work in collaboration to resolve any conflict that may arise as a result of Provider staff district policy violation.

E. Indemnification

The Provider agrees that to the fullest extent permitted by law, Provider 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 Provider under this agreement. The District shall have the right to demand that Provider defend any and all claims, lawsuits, or proceedings related to services provided under the agreement. The terms of this section shall be valid after termination of this agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Provider, 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.

F. Insurance

The Provider will provide evidence of the following insurance coverage:

1. General liability insurance for bodily injuries. Provider will name the Franklin Pierce School District, its agents, employees, and board members as an Additional Insured.
2. Sexual abuse and molestation insurance.



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3. Employers liability (Washington stop-gap).
4. Automobile bodily injury and property damage liability.
5. Professional liability (malpractice) insurance.

Prior to the commencement of this agreement, the Provider will furnish the Franklin Pierce School District with evidence of such insurance protection in the form of a certificate of insurance.

G. Terms of the Agreement

This MOU is effective when signed by both parties and ends on December 31, 2026.

H. Termination

The District may terminate the MOU for cause immediately and may terminate this MOU, with 30 days written notice to the Provider. The Provider may terminate the MOU for cause immediately or with 30 days written notice to the District.

I. Notices

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

To the District:

To the Provider:

Name: Tim Bremner Email: tbremner@fpschools.org Title: Director of College & Career Readiness Franklin Pierce School District 315 129th Street South Tacoma, WA 98444	Name: Rob McGehee Email: robert.mcgehee@piercecountywa.gov Title: Environmental Education Supervisor Pierce County Public Works 9850 64th St W University Place, WA 98467
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J. Other Provisions

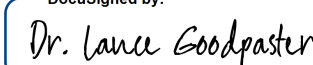
1. Entire Agreement. This agreement is the complete and final agreement between the parties, and replaces any previous oral or written agreements, promises or understandings related to the subject matter described herein.
2. Amendment. Modifications to this MOU must be in writing and be signed by each party.
3. Governing Law. The terms of this MOU 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.



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4. 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.
5. Assignment. The Provider 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 MOU will not create a continuing waiver or expectation of non-enforcement of any MOU provision.
7. District Policies and Procedures. Provider agrees that all staff assigned to a District school or to provide services to District students under this MOU shall comply with all District policies, procedures, and guidelines.
8. 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 email signatures shall be as effective and binding as original signatures.

FRANKLIN PIERCE SCHOOL DISTRICT:

DocuSigned by:

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SIGNATURE

Dr. Lance Goodpaster

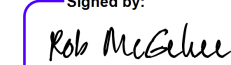
PRINTED NAME

Superintendent
TITLE

3/20/2026

DATE

PROVIDER:

Signed by:

EBE90DC20B332DD...
SIGNATURE

Rob McGehee

PRINTED NAME

Environmental Education Supervisor
TITLE

4/14/2026

DATE