

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

SECTION I

This Memorandum of Understanding ("MOU") is entered between Franklin Pierce School District and Clover Park School District to outline a collaborative agreement related to student enrollment procedures for students residing at Thrive International.

NOW, THEREFORE, THE DISTRICTS AGREE AS FOLLOWS:

Franklin Pierce School District (FPSD) and Clover Park School District (CPSD) agree to collaborate on enrollment for students who reside within the boundaries of Clover Park School District at Thrive International, 8810 South Hosmer Street, in Tacoma.

1. Shared Enrollment Responsibility

Both FPSD and CPSD agree to jointly support the enrollment of Thrive students residing within CPSD boundaries. FPSD will enroll these students into designated schools as outlined below. CPSD reserves the right to enroll any new students residing within the CPSD boundaries prior to enrolling in FPSD.

2. Designated School Assignments (FPSD)

FPSD will place students in the following schools, provided there is space and doing so does not create a student capacity overload:

- **Hewins Early Learning Center (HELC)** – All eligible preschool-aged students; transportation will be provided.
- **Christensen Elementary (CHR)** – All elementary non-dual language students; transportation will be provided.
- **Harvard Elementary (HVD)** – Only Spanish-speaking students will be enrolled in dual language; transportation will be provided.
- **Ford Middle School (FMS)** – Only Spanish-speaking dual language students; transportation will be provided.
- **Perry G. Keithley Middle School (PGK)** – All other non-Spanish-speaking or non-dual language middle school students; transportation will be provided.
- **Washington High School (WHS)** – All high school students; transportation will be provided.

3. Capacity and Overload Consideration

If enrollment of Thrive students at the designated FPSD schools results in capacity overload, FPSD reserves the right to defer enrollment to CPSD. In such cases, CPSD agrees to enroll the students into an appropriate CPSD school.

4. Ongoing Coordination

Both districts will communicate regularly (or as needed) to review capacity and enrollment needs.

5. Payment

Both districts seek to enter into an agreement to provide services to students and/or families identified through the enrollment process. Each district will be responsible for the student program expenses of students while enrolled in their district.

SECTION II

1. Background Checks

In accordance with RCW 28A.400.330, the districts agree that all staff assigned to work in a district school or with district students under this MOU have undergone a criminal history background check. Districts will conduct a Washington State Patrol (WSP) criminal background unless otherwise specified in this MOU.

2. Confidential Student and Staff Information

Any student information obtained while providing services under this MOU is confidential, except when otherwise required by law. Under this MOU student health information is protected under HIPPA and/or 42 CFR part II for SUD individuals. Educational record information will be shared with the other district only when a signed release of information is on file.

3. Independent Districts

The parties agree that this MOU does not make any person an employee of the other party.

4. Districts Rights

Each district retains the right to immediately prohibit any 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. The districts will work in collaboration to resolve any conflict that may arise because of district policy, procedure, or guideline violation.

5. Indemnification

Each district agrees that to the fullest extent permitted by law, it will hold harmless, defend, and indemnify the other 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, omissions or negligence by either party under this MOU. Each district shall have the right to demand that the other district defend any and all claims, lawsuits, or proceedings related to services provided under the MOU. The terms of this section shall be valid after termination of this MOU.

6. Term

This MOU is effective when signed by both parties and ends on **June 30, 2027**.

7. Termination

Either district may terminate the MOU for cause immediately, and without cause with 30 days written notice to the other district.

8. Notices

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

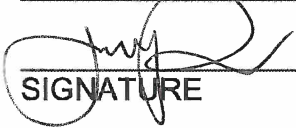
Franklin Pierce School District	Clover Park School District
Name:	Name: Claudia Miller
Email:	Email: camiller@cloverpark.k12.wa.us
Title	Title: Executive Director of Student Services, Equity & Community Engagement
Franklin Pierce School District	Mailing Address:
315 129th Street South	Clover Park School District
Tacoma, WA 98444	10903 Gravelly Lake Dr SW
	Lakewood, WA 98499

9. Other Provisions

- a) Entire Agreement. This MOU 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.
- b) Amendment. Modifications to this MOU must be in writing and be signed by each district.
- c) Governing Law. The terms of this MOU shall be interpreted according to and enforced under the laws of the State of Washington and is subject to all laws and regulations of the State of Washington.
- d) 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.
- e) Assignment. A district shall not assign its rights or responsibilities under this MOU unless it receives written permission from the other district.

- f) 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.
- g) District Policies and Procedures. Districts agree 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.
- h) 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 MOU, and that email signatures shall be as effective and binding as original signatures.

FRANKLIN PIERCE SCHOOL DISTRICT:



SIGNATURE

Julien Polace

PRINTED NAME

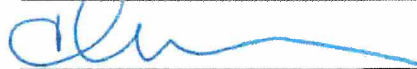
Executive Director of Student Success and Transformation

TITLE

6/18/2026

DATE

CLOVER PARK SCHOOL DISTRICT:



SIGNATURE

Claudia Miller

PRINTED NAME

Executive Director of Student Services, Equity & Community Engagement

TITLE

5/11/26

DATE