Bethel School District and Pierce College

THIS AGREEMENT IS MADE THIS August 10, 2026, by and between the Bethel School District ("District") and Pierce College ("PC").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a cooperative agreement for building use of property located at: 7718 224th St E Graham, WA 98387 (Bethel High School) and at 1305 168th St. E Spanaway, WA 98387 (Spanaway Lake High School) in the Bethel School District as mutually agreed upon by District and PC.

2. Agreement Administration. For the purpose of administering this Agreement, the official representative of the District will be the Superintendent of the Bethel School District and the official representative of PC will be the Vice President for Technology and Infrastructure/Designee.

3. This Agreement shall begin on the 1st day of September in the year 2026 and end on the 31st day of August in the year 2027 unless terminated pursuant to the provisions of Section 4 hereof.

4. Termination.

   4.1 This Agreement may be immediately terminated by either party for any material breach of its terms that is not corrected within fifteen (15) days after written notification thereof.

   4.2 Without Cause. This Agreement may be terminated by either party without cause by giving the other party at least thirty (30) days prior written notice to the other party.

   4.3 Agreement. The parties may terminate this Agreement by mutual agreement expressed in writing and signed by both parties.

5. Responsibilities of PC - PC hereby represents and covenants as follows:

   A. PC shall provide, at all times, staff to coordinate program operations and implementation of the PC programs and activities. PC staffwill coordinate all programs and activities with District staff.

   B. Pierce College staffmembers must be present when Pierce College students are in the portable classroom on the campus of Spanaway Lake High School and in the Pierce College designated space at Bethel High School.

   C. PC shall provide all program material and supplies for the operation of the program.

D. PC shall maintain and have available for review or audit by the District, state, or federal authorities the documentation which pertains to the Program for purposes of determining whether there has been compliance with this Agreement, including but not limited to personnel data and financial data including all revenue and program expenditures.

E. PC will provide the District a list of instructional faculty and academic support staff associated with the courses published on the Bethel High School and Spanaway Lake e-schedule. The list is to be provided prior to the start of each quarter.

F. PC agrees to require all staff and faculty assigned to Pierce College at Bethel (BHS), and Pierce College at Spanaway (SLHS) to apply for and complete the background check process required of Bethel Schools employees and contractors.

1. PC will maintain a record of faculty and staff assignments, specific to each site, including completed background checks and related costs;

2. District agrees to reimburse PC annually for 50% of the costs incurred to faculty and staff for obtaining background checks;

G. PC further agrees to abide by all federal, state, and district policies related to COVID or any other defined epidemic/pandemic.

H. PC, through staff, shall be responsible for maintaining order in the space provided by the District and will abide by all policies of both PC and the District. If the policies of PC and the District conflict, the District's shall prevail. In all circumstances, however, PC shall adhere to District's building rules and regulations.

1. PC shall provide memos, calendars, and notifications relating to the Program to District administrators.

2. PC staff and faculty are not authorized to work with students in person at the PC Program sites during remote learning or District closures unless specifically approved by the Site Principal.

6. Responsibilities of the District - The District responsibilities and covenants are as follows:

A. The District shall be responsible for all maintenance and upkeep of the District's facilities and grounds.

B. The District shall maintain and have available for review or audit by PC, state, or federal authorities, documentation which pertains to the Program for purposes of determining whether there has been compliance with this Agreement.

C. The District will provide memos, calendars and notifications relating to the Program to PC personnel.

D. The District will assist PC with public relations and advertisement of PC programs and activities.

E. The District will assist PC in implementing the background checks required of PC personnel:
   1. The District will notify PC applicants and Project Manager of background check results;
   2. The District will provide PC staff and faculty identification that signifies authorization to conduct the business described in this agreement.

7. General Covenants - The parties further agree and covenant as follows:
   A. Neither party shall discriminate against any student or participant in the Program solely because of that person's race, color, creed, age, sex, national origin or disability, or any other protected class status recognized under RCW Chapter 49.60 or applicable law, except as permitted by applicable laws or regulations.

   B. The District is not a partner or a joint venture with PC in connection with any activity carried on at or by PC, and the District shall have no obligation whatsoever with respect to the PC's debts or liabilities arising out of any such activities, including, but not limited to, the PC's debts or liabilities arising out of this Agreement, the operation of the PC's business, or the Program.

   C. By the terms of this Agreement, neither PC nor the District grants or delegates any of its power, statutes, administrative, implies, or otherwise, to the other.

   D. PC may require a client to leave the premises if the client fails to abide by PC's policies and procedures, or for other reasons agreed to in writing by the PC and the District.

   E. Property and materials purchased shall remain the property of the purchasing entity. The District cannot commit PC's resources nor can PC commit the District's resources.

8. Liability Insurance. Throughout the duration of this Agreement, PC agrees to maintain general liability insurance and malpractice insurance with a minimum limit of not less than One Million Dollars (S 1 ("Policy")). The Policy shall cover the activities on the premises, including the Program activities.

9. Indemnification.
   A. "Each party to this Agreement will be responsible solely for the negligence or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other, and neither party assumes any liability to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement."

   B. In the event the District and PC are both named in a lawsuit to which the indemnification obligation of either party under this Agreement applies, then the parties shall meet in a timely manner and consider, in good faith, whether in order to minimize costs and expenses, one party should assume the defense of the other.

   C. Nondiscrimination. Both Parties shall comply with RCW 49.60.530(3) and shall cooperate fully with any related investigations conducted by the District or the State of Washington.

10. Modification.

This Agreement may be amended by mutual agreement expressed in writing and signed by both parties. For the purpose of modifying this Agreement, the signature of the Vice President of Technology and Infrastructure/Designee on behalf of PC and the signature of the Superintendent on behalf of the District shall be required.

11. Notice.

Any notice required or desired to be given hereunder must be in writing and shall be effective when delivered in person or three days after deposit in the U.S. mail, registered or certified and postage prepaid, and addressed as follow:

Notice to the District:

Attention: Brian M. Lowney
Superintendent
Bethel School
District 516 176th Street East
Spanaway, WA 98387-8399

Notice to PC:

Attention: Pierce College
Contracts-Infrustructure
9401 Farwest Drive SW
Lakewood, WA 98498

Address to which notice may be given can be changed by notice given in accordance with this section.

12. Arbitration. In the event that the parties engage in arbitration to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including the cost of an arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method. If the parties are unable to agree upon a single arbitrator, the two selections shall in turn choose a third arbitrator. The third arbitrator so selected shall be the sole arbitrator to adjudicate the dispute.

    A. Waiver. A waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.

13. Jurisdiction and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Washington and venue shall be in Pierce County, Washington.

14. Agreed Upon Sharing of Administration/Funds and Reporting Structures.

    A. District agrees to reimburse PC annually for half of the costs incurred to staff and faculty for obtaining the prescribed background checks.

    B. District and PC agree that background checks obtained by PC personnel for the purpose of teaching/working at a Bethel site remain valid provided the employee maintains continuous employment/engagement each year, defined as teaching at least one quarter per academic calendar, save summer.

15. PC will prepare an annual summary of program activity documenting instruction and services implemented to advance the postsecondary opportunities for Bethel High School and Spanaway Lake High School students and community members. PC and the District have an existing data-sharing agreement.

16. PC agrees to participate with the District in responding to requests for information in support of OSPI's required reporting duties.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, agreements, representations or warranties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Pierce College (PC)

Danielle Evans
Danielle Evans (Aug 31, 2026 13:48:00 PDT)

VP for Technology and Infrastructure/Designee

08/31/2026
Date

Bethel School District (District)

Bethel School District Superintendent

9/3/2026
Date