

MEMORANDUM OF UNDERSTANDING

**Between
Tacoma Public Schools
and
Pierce County Skills Center**

This Memorandum of Understanding (MOU) is supplemental to the inter-local agreement between the Tacoma School District No. 10 and the consortium member districts of Pierce County Skills Center. This MOU is entered into in good faith between the Tacoma Public Schools (TPS) and Pierce County Skills Center (PCSC), to provide summer classes within TPS.

Purpose and Duration

The purpose of this MOU is to offer one session of summer school at one TPS campus (campus determined by TPS administration) from July 13, 2017 through August 4, 2017.

Services

TPS will provide the classrooms, equipment, and administrative support for all programs at various TPS high school locations for the duration of this MOU. Tacoma administration will prepare and submit facility use applications to reserve classrooms for PCSC summer school classes.

TPS and PCSC will mutually agree upon course offerings at TPS summer school satellites. TPS will provide an inventory of equipment to be used for each class taught by PCSC summer school staff. The inventory will include an item description, barcode if available, age, and condition of the equipment. The PCSC agrees to restrict the use of the subject equipment to the approved teacher and students registered in the subject class. The PCSC agrees to inspect equipment prior to use and notify the TPS administration of any safety or operational concerns prior to placing the equipment into service. TPS agrees to repair, replace, or supplement such equipment prior to the summer school session to ensure instruction is not impacted.

PCSC will provide instruction of approved Skills Center summer school courses in compliance with all OSPI requirements. PCSC will submit all required reports, to include: apportionment, attendance and grade transcripts.

A minimum of four sections must be offered at the satellite in order for summer school to be offered at the site.

Fiscal

PCSC will be responsible for the following costs:

1. Instructor salary, benefits, and payroll taxes
2. A daily rental/facility fee payable to TPS of \$50 per classroom
3. A fee for incidental costs to TPS based on the PCSC Summer School Incidental Costs Scale below:

# of Summer School Classes (per district)	Incidental Fee
1-10	\$1000.00
11-15	\$1500.00
16 and Above	\$2000.00

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4. Software license fee when specific to PCSC programs and limited tech support with prior approval of the PCSC director (not to exceed 10 hours/class)
5. An on-site administrator will be provided for each site with four (4) or more programs per session. The on-site administrator will be present from the start of the scheduled school day to the end of the day and will assume administrative oversight and supervision of the site. If student registrations do not warrant offering four (4) or more classes in the summer session, the PCSC director will cancel the summer session and notify the TPS CTE director and parents/guardians of course cancellation.
6. With documentation, replacement/repair of broken, lost, stolen or damaged equipment as a result of this MOU
7. With documentation, repair of damage sustained to the facility as a result of this MOU
8. All consumable materials and supplies for the class

Student Enrollment

PCSC will register the students in the Skills Center classes. TPS agrees that the PCSC shall count and report to OSPI the actual student FTE based on the aggregate of enrolled hours based upon the fourth day of each summer session. (WAC 392-121-136 *1a*). Daily student attendance will be recorded by the PCSC and parents/guardians will be notified daily of their child's absence(s) by the PCSC onsite administrator.

Instructor

The instructors for the classes will be provided by the PCSC. The TPS CTE Director and PCSC Director will mutually agree upon a recommendation to hire for each staff member. All PCSC summer school teachers will have the appropriate credentials and certification to teach the classes.

Background Checks

The PCSC shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this MOU. Pursuant to RCW 28A.400.330, the PCSC shall not permit any employee, subcontractor, intern or volunteer from performing work under this MOU who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended. Failure to comply with this provision shall be grounds for TPS immediately terminating the MOU. The PCSC shall incorporate this requirement into every subcontract it enters relating to services with TPS.

Instructional Materials

TPS will provide curriculum materials for all students.

Students with Disabilities

The resident district understands, acknowledges, and agrees that it is ultimately the entity responsible for ensuring that the substantive and procedural rights of its students with disabilities are being afforded in a way that complies with all applicable federal and state laws and regulations, including its obligation to provide disabled students with free appropriate public education. The resident district also understands, acknowledges, and agrees that it remains solely responsible for the provision of related services to disabled students; including providing or funding the cost of transportation, paraeducator, interpreter, or assistive technology support if the disabled student's IEP or Section 504 plan calls for such services.

In order ensure that the resident district can meet its obligations for students with disabilities who attend the PCSC, PCSC agrees that it will:

1. Follow any disabled student's Individualized Education Plan or Section 504 Plan when the student is receiving educational services from PCSC, including providing any required accommodations and modifications;
2. Make a staff member available to participate in any IEP or Section 504 Team Meetings for a disabled student who is attending the PCSC or who may attend the PCSC when such participation is requested by either the resident district or the parent/adult student (telephonic participation is an acceptable method of participation);
3. Alert this resident district if the a disabled student violates a rule or regulation of the PCSC that will result in the disabled student being excluded from the PCSC for ten or more school days or has engaged in a pattern of similar behavior that has resulted in prior shorter exclusions during the same school year so that the resident district may conduct timely manifestation determination reviews; and
4. Provide information regarding the Student's progress to the IEP or Section 504 Team upon request, including providing information as part of an eligibility evaluation or reevaluation.

The Parties jointly agree that in the event if a claim, complaint, or due process hearing is brought in relation to a disabled student who is attending PCSC that involves the provision of services or actions attributable to one or both parties, the Parties will confer to discuss the matter and to resolve the responsibility for the defense of the allegations.

Non-Discrimination

The PCSC shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to TPS. Tacoma School District No. 10 does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a dog guide or trained service animal (a service animal is a dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability). Accordingly, no person shall be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the PCSC and its agents under this MOU. Harassment on the basis of any of the foregoing conditions is strictly prohibited. The PCSC shall notify the Superintendent or designee immediately of any decision by a local, state or federal agency, court or jury that the PCSC violated a law, regulation or ordinance prohibiting discrimination. In the event of the PCSC's noncompliance or refusal to comply with this nondiscrimination provision, this MOU may be rescinded, cancelled or terminated in whole or part, and the PCSC may be declared ineligible for further MOUs with TPS.

Indemnification

Each party to this MOU will be responsible for the negligent acts or omissions of its own employees, officers, or agents in performance of this agreement. Neither party will be considered the agent of the other, and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

Insurance

TPS is self-insured as a member of the Washington Schools Risk Management Pool.
PCSC is covered by Canfield and Associates Risk Management Pool.

PCSC shall at all times during the term of this MOU, at its cost and expense, carry and maintain general public liability insurance, including contractual liability and professional liability and/or malpractice liability coverage when appropriate, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this MOU. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the PCSC or its officers, agents, representatives, assigns or servants. The limits of liability insurance shall cover such claims as may be caused by any act, omission, or negligence of the PCSC or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by TPS, with the approval of the PCSC (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Assignment

No right or duty under this MOU may be assigned by any party without the other party's written consent.

Waiver

Failure by either party to enforce any provision of this MOU or to declare a breach shall not constitute a waiver thereof, nor shall it impair any parties right to demand strict performance of that or any other provision of this MOU any time thereafter.

Severability

If any provision of this MOU or its application is held invalid, the remainder of the MOU or the application of the remainder of the MOU shall not be affected.

Modifications

The MOU represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of the MOU shall be binding on any party unless executed in writing by an authorized representative of each party. The MOU shall not be modified, supplemented or by the course of dealing between the parties.

in effect through August 31, 2017

6/17/17
Date

Center

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5/24/17
Date