

MEMORANDUM OF UNDERSTANDING

Between
University Place School District, No. 83
and
Pierce County Skills Center

This Memorandum of Understanding (MOU) is entered into in good faith between University Place School District, No 83 (UPSD) and Pierce County Skills Center (PCSC), to provide educational services to UPSD students pursuant to the terms and conditions below.

Purpose and Duration

The purpose of this MOU is to allow UPSD students to attend PCSC beginning August 1, 2017 through June 30, 2018.

Administration

PCSC will be the administrator of this MOU and no separate legal or administrative entity is created under the terms of this MOU.

Finance

UPSD will be responsible for the following:

1. Non-refundable fee of \$2,000.00 payable on or before August 31, 2017. This fee will serve as the new member entry fee should UPSD choose to become a full participating district of the PCSC cooperative following the 2017-18 school year. Payment of this fee will allow UPSD participating district voting rights per the cooperative agreement for the 2017-18 school year only. Continued voting rights are contingent upon UPSD becoming a full participating district following the 2017-18 school year.
2. Pay a capital maintenance fee of \$50 per student for each program attended based on UPSD's average enrollment from the October and February P223 reports.
3. Pay a portion of the SPED liaison salary based upon UPSD's percentage of the total number of SPED students (if any) enrolled in PCSC programs as determined by the averaged counts from the October and February P223 reports.

Enrollment/FTE

PCSC agrees to provide UPSD up to 15 student slots. Enrollment beyond 15 slots will be determined on a space-available basis.

For the purpose of this agreement, it is understood that UPSD and the PCSC shall be funded for all classes up to 1.6 full time equivalent at determined by the Office of the Superintendent of Public Instruction per the 2016-17 Enrollment Handbook with no more than 1.0 FTE reported by either UPSD or PCSC. For this agreement, PCSC shall be authorized to claim up to .8 FTE for each student and UPSD may claim up to .8 FTE with the exception of students in the Cosmetology program who will be claimed for 1.0 FTE by PCSC. The PCSC or UPSD may

claim an additional .2 FTE for the total of 1.0 FTE after consultation with the other to determine if the .2 FTE remains unclaimed.

UPSD agrees that the PCSC shall count and report the student FTE based on the hours for which each student is enrolled without regard to actual attendance.

UPSD is responsible for providing ancillary services and administering state testing to any of its students enrolled at PCSC.

Student Information

For the purpose of this agreement, UPSD agrees to provide PCSC access to student address information to be used for mailing newsletters, program brochures, and summer school information. UPSD agrees to provide PCSC access to student health plans, 504 plans, IEPs and/or any other information necessary in order to provide a safe educational environment for all students enrolled at PCSC.

Special Education Liability

It is the intent of the parties that all costs, damages, and fees incurred as a result of any claim brought by a student under state or federal law related to providing an appropriate education to students with disabilities – including but not limited to Chapter 28A.155 RCW, the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973 – shall be paid by the district in which the student resides and that the ultimate responsibility for providing an appropriate program is the resident district. If the PCSC provides services as part of a student with disabilities program, the parties agree to the following:

1. PCSC will have a representative as part of the decision process to place the student at PCSC and will have final input with regards to placement at PCSC.
2. UPSD shall provide PCSC access to all IEP and/or 504 documentation for any enrolled students.
3. The resident district will be responsible for transportation and any additional costs associated with the student's placement.
4. The student will be subject to the rules and regulations of the PCSC; provided, that if state or federal law limits the application or requires an accommodation, the resident district will provide any necessary support required to reserve the safety of students and the integrity of the education environment.
5. The resident district will be responsible for defending and hold PCSC, its officials, employees, and agents, harmless from all claims, costs, damages, and fees (including attorney fees) related to the appropriateness of the program or the adequacy of the prescribed services.
6. PCSC shall defend and hold harmless the resident district, its officials, employees, and agents, from claims, costs, damages, and fees (including attorney fees), that it did not provide the agreed upon services for which they are responsible or discriminated against a special education student.
7. In the event a claim, complaint, or other process or proceeding is brought which may be attributable to one or both parties, the parties shall confer to discuss and endeavor to resolve the responsibility for the defense of the allegations.

Non-Discrimination

PCSC shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to UPSD. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, pregnancy, or the presence of any sensory, mental, or physical disability, 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 UPSD.

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

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 or damage to or theft of UPSD property caused by its students. 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 UPSD, 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

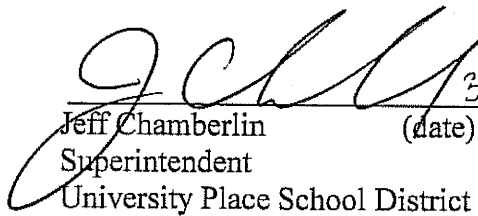
The MOU represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of the MOU shall be binding on any party unless executed in writing by an authorized representative of each party. The MOU shall not be modified, supplemented or otherwise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

Termination

This MOU shall be in effect through June 30, 2018.


Michelle Ledbetter
Director
Pierce County Skills Center

4/28/17
(date)


Jeff Chamberlin
Superintendent
University Place School District

3-14-17
(date)