

HIGHLINE SCHOOL DISTRICT NO. 401
Partnership Agreement

PARTIES TO Partnership Agreement:

PARTNERSHIP AGREEMENT
BETWEEN
HIGHLINE SCHOOL DISTRICT NO. 401
AND
City of Des Moines

This Memorandum of Understanding (MOU) is entered into between Highline School District No. 401 ("District") and the City of Des Moines ("partner organization") *during the period of January 7, 2016- June 10, 2016.*

NOW, THEREFORE, THE DISTRICT AND PARTNER ORGANIZATION AGREE AS FOLLOWS:

SECTION I:

Scope of Services

The City of Des Moines will provide a youth program after school on Thursdays starting in January and ending in June at Pacific Middle School. In this program, the City will provide an opportunity for youth to be involved in planning youth dances, as well as assisting in planning events in the City of Des Moines. Youth will also be encouraged to participate in leadership activities and teambuilding games.

General Terms and Conditions

A. Services to be performed:

(This needs to be specific in nature and outline deliverables from the Partner Organization as described in the proceeding "Scope of Services".)

Programming details: A program led by the City of Des Moines Parks and Recreation Department that will provide an opportunity for youth to be involved in the planning of Parks programs.

Day(s) of the week: Thursdays

Time(s):2:50-3:50pm

School Locations: Pacific

Number of Students Served: 30 maximum

Duration of Program: January 7, 2016 to June 10, 2016

B. Partner Organization Needs:

- Work space and furniture (desk, phone, computer etc.)
- Meeting/Program Space (ex: gym, library, classroom, computer lab etc.)
- Assistance recruiting and/or identifying students/program promotion
- Regular communication with school staff/ point of contact
- Access to student-level data, (requires separate Data Sharing Agreement)
- "Community Partner" District badge(s) issued to _____ (requires separate approval process)
- Other (please specify):

The Site will attempt to provide a meeting space in the school building for services to be conducted, if available. The school will attempt to provide consistent space, which is conducive to the privacy and confidential needs of services and to the needs of other students and staff. In the event the use of the space conflicts with any school event or program, the District, may elect to use the space for such school event or program, that the District will provide reasonable notice to City of Des Moines of the need for such use. All reasonable efforts will be made to provide similar alternative spaces. The building principal will have final authority over building use and availability issues

The district will not provide clerical support or copying.

C. Payment:

- The District wishes to enter into an agreement with City of Des Moines to assist in providing the services described above. There will be no charge to the Highline Public School District.
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D. Background Checks:

It is the responsibility of the Partner Organization to make sure that all necessary background checks have been conducted before paid or volunteer staff is assigned to work in a District school or building. The Partner Organization shall provide a list of all paid and volunteer staff certifying that each staff member has been appropriately cleared through the background check process. Partner Organization shall present District with a copy of the staff list at the beginning of each school year, and shall periodically and in a timely fashion inform District of additions or changes in staffing (Attachment A). The background check must be paid for by the Partner Organization.

The Partner Organization agrees that all staff assigned to work in a District school or with District students under this Agreement have undergone a criminal history background check per RCW 43.43.830 through 43.43.834, 10.97.030 and 10.97.050 and/or through the Federal Bureau of Investigation:

E. Confidential Student and Staff Information:

Partner Organization agrees that any student information obtained through this Agreement is confidential and cannot be disclosed to a third-party unless disclosure is required by law. If student data is needed the District and Partner Organization shall enter into a Data Sharing Agreement.

SECTION II

A. Professional Qualifications:

City of Des Moines declares that is has complied with all federal, state and local laws regarding business permits, and licenses that may be required to carry out the work to be performed under this agreement. City of Des Moines further declares that is has the requisite qualifications, skills and experience necessary to provide such services.

N/A

B. Relationship to Parties:

The parties intend that an Independent Contractor-employer relationship will be created by this contract. District is interested in the results to be achieved, and the conduct and control of the work will lie solely with the Independent Contractor. The 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 guideline. Independent Contractor will not be considered an agent or employee of the District for any purpose; the employees of Independent Contractor are not entitled to any of the benefits that District provides for District employees. It is understood that the District does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is

free to contract for similar services to be performed for other Districts or agencies while under contract with the District.

C. Independent Contractor:

The parties agree this Agreement does not make any person an employee of the other party. The Partner Organization shall be an independent contractor and not an agent or representative of the District with regard to the services provided under this Agreement. No Partner assigned to work at a District location or for a District student shall become a District employee because of this Agreement. Partner is responsible for all wages and benefits owned to Partner staff, agents, or volunteers. Further, the District retains the right to immediately prohibit any Partner 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.

SECTION III

A. Indemnification:

The Partner Organization agrees that to the fullest extent permitted by law, Partner Organization 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 Partner Organization under this agreement.

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

B. Insurance:

The Partner Organization has provided the District with proof of insurance that is satisfactory to the District. The Partner Organization will notify the District immediately if the proof of insurance previously provided is no longer valid. m

SECTION IV

A. Termination:

The District may terminate the Agreement for cause immediately and may terminate this Agreement without cause, with 30 days written notice to the Partner Organization. The Partner

Organization may, at any time, terminate this Agreement, with 90 days written notice to the District.

B. Other Provisions:

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
2. Amendment. Modifications to this Agreement must be in writing and be signed by each party.
3. Governing Law. The terms of this Agreement 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.
4. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.
5. Assignment. The Partner Organization 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 Agreement will not create a continuing waiver or expectation of non-enforcement of any Agreement provision.
7. District Policies and Procedures. Partner Organization agrees that all staff assigned to a District school or to provide services to District students under this Agreement shall comply with all District policies, procedures, and guidelines.
8. Counterparts. The parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

C. Notices:

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

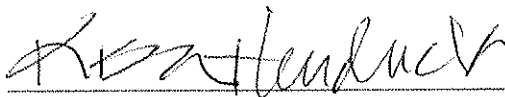
To the District: Kisa Hendrickson, Executive Director of Student Support And Family Engagement, Highline Public Schools, 15675 Ambaum Blvd SW, Burien WA 98166

To the District: Kisa Hendrickson, Executive Director of Student Support And Family Engagement, Highline Public Schools, 15675 Ambaum Blvd SW, Burien WA 98166

To the Partner Organization: *City of Des Moines, 21630 11th AVE S, Suite A. Des Moines, WA 98198*

HIGHLINE SCHOOL DISTRICT NO. 401:

PARTNER ORGANIZATION:



DISTRICT SIGNATURE

Kisa Hendrickson

PRINTED NAME

Ex. Director of Student Support & Family Engagement

TITLE

1/5/16
DATE



SIGNATURE

Anthony A. Piasecki

PRINTED NAME

City Manager

TITLE

1/4/16
DATE

*Okay by Patrice Howell
Parks and Recreation Director 1/4/15*

Attachment A:
Background Check Clearances

Staff/Volunteer Name	WATCH Check	Fingerprinting
JULIA C. CAIN		
