

2019-2020
Board Approved
Sept. 9, 2019

MEMORANDUM OF UNDERSTANDING
between the
Aerospace Machinists Joint Training Committee
and the
Arlington Public School

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 9th of Sept. 2019, by and between the Aerospace Machinists Joint Training Committee ("AMJTC") and Arlington Public Schools, (the "District") (collectively, the "Parties").

I. Purpose

The purpose of this MOU is to build a partnership between the District and AMJTC, in support of the Aerospace Joint Apprenticeship Committee (AJAC) and K-12 Career Technical Education Programs.

II. Term of Contract and Required Approvals

This MOU is effective on July 1, 2019 and shall remain in effect through June 30, 2020.

III. Responsibilities of the District

The District will provide:

- Access to the metal shop, adjoining classroom and CAD lab when these facilities aren't being used by the District.
- Access to bathrooms.
- A locked storage area for program tools and equipment.
- Access to cards and keys.
- AJAC's Instructor and students access to the classrooms and labs from 4:30 pm to 9:15 pm. AJAC's use of District facilities is governed by the District's policies and procedures related to facility use.
- Clean Classrooms
- Access to whiteboards and markers.
- Password for District internet access.
- Free parking in designated areas.
- Custodial services.

IV. Responsibilities of AMJTC

AMJTC agrees to:

- Use the District's facility use policies and procedures to schedule and arrange for the use of District facilities. AJAC will be charged the as a non-profit organization pursuant to the applicable fee schedule.
- Manage and oversee all program participants, including issuing and enforcing any disciplinary action.
- Provide materials and supplies for the AJAC program(s).
- Takes responsibility for any damage done to the District's facilities during the use of the facility by AJAC apprentices or instructors.
 - The AJAC Instructor will report any damage(s) to the facility to the AJAC Facilities and Equipment Services Manager, who will forward the information to the District's Facilities Manager.
- Not issue or loan any District access cards, keys or codes.
- Not remove any District equipment from its facilities.
- Ensure that no food and drink are allowed in computer labs.
- Adhere to the AJAC Instructor Handbook.
- Abide by the District's policies and procedures.
- Abide by all State and Federal laws and District policies and procedure including the prohibition of dangerous weapons (RCW 9.41.280) and tobacco products, alcohol, marijuana and illegal drugs on school grounds.

V. Facilities Improvement

- All improvements made by AMJTC to the District's facilities will be considered a donation by AMJTC to the District. These improvements may include electrical upgrades, storage, and shop maintenance.
- All improvements will remain in the District's facility if AJAC decides to remove its program from the facility.
- All improvements must be reviewed and approved by the District's Facilities Manager prior to installation.
- Any improvements will be installed by the District's employees when possible. When it is not possible the Parties will select a mutually agreeable contractor to complete the work. Washington State's prevailing wage law applies to contracted work done on the District's facilities.

VI. Equipment Use and Maintenance

- AMJTC has provided equipment to support the program. *See Attachment A.* The District may use the equipment for its academic programs.

- Both parties agree to use their best efforts to maintain the equipment in good working order. AJAC will work with the District to share in the costs of repair/maintenance as budget allows.
- If any equipment fails during AJAC use, AJAC will cover the costs of repairs of the equipment. AMJTC agrees to accept all responsibility for acts and omissions of its vendor, vendor's agents, and vendor's independent contractors.
- The District agrees to accept all responsibility for acts and omissions of its vendor, vendor's agents, and vendor's independent contractors.

VII. Termination

Either party may terminate this Agreement upon 60 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

VIII. Relationship of the Parties

- Nothing in this MOU is intended to establish an employer/employee or principal/agent relationship between the Parties, their employees, or agents.
- The District retains the right to prohibit any AJAC staff, agent, or volunteer from coming on District property if the District has good reason, which may include a violation of a District policy, procedure, or guideline.

IX. Indemnities

- AMJTC agrees, that to the fullest extent permitted by law, AMJTC will hold harmless and indemnify the other party, its agents, employees and board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances for claims arising out of or resulting from grossly negligent acts or omissions by AMJTC or its employees under this MOU.
- The District agrees, that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify AMJTC, 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, arising out of or resulting from grossly negligence acts or omissions by the District or its employees under this MOU.

X. Insurance.

- AMJTC, at its own cost, shall maintain public liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$1,000,000; Employers Liability (Washington Stop-Gap) in the amount

of no less than \$1,000,000 per occurrence; and auto bodily injury and property damage liability in a minimum amount of \$1,000,000 per accident for owned, non-owned and hired vehicles. Prior to the commencement of this MOU, AMJTC will furnish the District with evidence of such insurance protection in the form of a certificate of insurance reflecting the District as an additional insured.

AMJTC's insurance shall be primary to and non-contributory with any insurance maintained by the District.

- The District does not represent that coverage and limits required in this agreement will necessarily be adequate to protect AMJTC and such coverage and limits shall not be deemed as a limitation on AMJTC liability under the indemnities granted to the District in this agreement.
- AMJTC shall furnish to the District, within 30 days of execution of this MOU, evidence of such insurance protection in the form of a certificate of insurance reflecting the District as an additional insured.

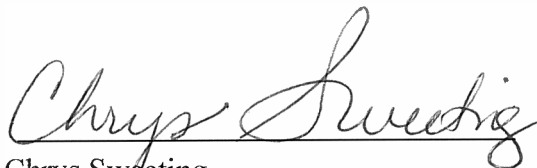
XI. Miscellaneous Provisions

- 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.
- Amendment. Modifications to this MOU must be in writing and be signed by each party.
- Governing Law. The terms of this MOU 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.
- 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.
- 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.
- 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 facsimile signatures shall be as effective and binding as original signatures.

XII. Signatures

Arlington Public Schools

Aerospace Machinists Joint Training Committee



Chrys Sweeting,
Superintendent



Demetria "Lynn" Strickland,
Executive Director