

SCHOOL BOARD ACTION REPORT



DATE: October 12, 2020
FROM: Ms. Denise Juneau, Superintendent
LEAD STAFF: Diane DeBacker, Chief Academic Officer
James Bush, Director of School & Community Partnerships

For Introduction: October 21, 2020
For Action: November 4, 2020

1. TITLE

Approval of funding for the 2020 – 2021 School Year for the central Seattle local school and neighborhood network as described in the Affiliation Agreement between Seattle Public Schools (SPS) and Seattle University signed August 2019.

2. PURPOSE

This Board Action Report accepts \$446,500 in grant funding from Seattle University with support from the Bill & Melinda Gates Foundation. The funding and agreement will support the development and implementation of a central Seattle school and neighborhood network focused on maximizing student learning and thriving in a COVID-19 environment.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to accept grant funds totaling \$446,500 through the end of the 2020-2021 school year from Seattle University for the creation of a school, family, and community network to support six elementary schools with any additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions and enter into service agreements to accept the grant funds.

4. BACKGROUND INFORMATION

a. Background

Establishing a school, family, and community network

The Seattle University Center for Community Engagement (CCE), Seattle Public Schools, Seattle Housing Authority, and other community partners will work towards creating equitable learning environments in six central Seattle elementary schools by pursuing two interconnected outcomes that directly respond to the challenges created by the COVID-19 pandemic and the pervasive impacts on learning caused by individual, institutional, and systemic racism:

(1) Supporting school, teacher and staff capacity to deliver culturally relevant instruction in an in-person, online or hybrid learning classroom;

(2) Supporting school capacity to engage and collaborate with families in an in-person, remote or hybrid environment.

This project expands upon Seattle Public Schools' existing partnership with Seattle University that provides programming, services and supports for students and families at Bailey Gatzert Elementary School, Washington Middle School, and Garfield High School.

Seattle University's Center for Community Engagement utilized a 2019-2020 planning year grant from the Bill and Melinda Gates Foundation to establish an intermediary for local elementary schools and community partners. As an intermediary, CCE will serve as the lead organization providing technical services and assisting schools and community partners in the provision of services. The planning year focused on building a supportive local school and neighborhood network (referred to as "network" throughout this document) for central area elementary schools and the local neighborhood(s), including:

- Bailey Gatzert Elementary School;
- John Muir Elementary School;
- Madrona Elementary School;
- Thurgood Marshall Elementary School
- Leschi Elementary School; and
- Lowell Elementary School.

As the planning year ended, COVID-19 created an entirely new set of needs. SPS worked with Seattle University to adapt the local school and neighborhood network structure to the realities of COVID. This process of adjustment drew upon hours of discussions with dozens of staff from the Seattle Public School district, the principals of the six local schools, and representatives from neighborhood-based community organizations. SPS and Seattle University also drew upon Social Policy Research Associates' (SPR) recent evaluations of the planning grant as well as research tested theories and practices, including:

- Mapp and Kuttner's (2013) dual capacity-building framework which builds on existing research suggesting partnerships between home and school only develop and thrive if both families and staff have requisite collective capacity to engage in partnerships;
- Zaretta Hammond's research (2015) on culturally responsive teaching and the brain; and
- The Carnegie Foundation for the Advancement of Teaching recommendations on responding to the COVID-19 crisis.

Network participants and process

Guided by a commitment to racial equity, Seattle University is convening institutional partners, including Seattle Public Schools, Seattle Housing Authority, youth and family community-based organizations, and the City of Seattle, to align the school, family, and community network's strategies, goals and assessment measures. The network is committed to implementing strategies that support the SPS strategic plan aligning to both *high-quality instruction and learning experiences* and *inclusive and authentic engagement* in the following ways:

- *Teacher and school staff professional development* focusing on culturally sustaining approaches to engage parents and students through remote learning. The remote learning environments necessitated by the COVID-19 crisis place greater pressure on teachers and school staff to develop effective teaching and outreach methods to connect with students and families. The grant will allow for schools, families, and community partners to collaborate while integrating the SPS Remote Learning Playbook in this process.
- *Tiered opportunities for parents/guardians* to support their students' learning and their school community. Recent conversations with the principals of the six elementary schools in the emerging school and neighborhood network surfaced the critical importance of school-family engagement during the COVID pandemic. Developmentally, younger elementary students (e.g. kindergarten to 2nd graders) face particularly significant challenges in an online-only learning space that may require long periods of sitting and staring at a screen. To address this challenge, school leaders will receive resources to expand and deepen family relationships and connection with community partners that support remote learning. School leaders will be given choices to direct resources to specific approaches, including developing and/or expanding the role of family connectors, supporting Family Engagement Action Teams, or other family-led efforts. These efforts will place significant emphasis on family leadership and capacity building to further transform the school culture and climate and improve family supports for their children during the COVID era. These efforts also are especially focused on supporting the strategies and programs led by the SPS Family Partnerships Department.

In implementing these interconnecting strategies, we will draw upon local resources to create an electronic hub of information that provides centralized coordination among the six schools, community partners and families to document, track and share practices that lead to measurable changes in engaging students. The hub of resources will support the adoption and use of the Seattle Public Schools Remote Learning Playbook and provide a centralized platform for the six elementary schools, hundreds of families, and dozens of community partners to foster supportive, culturally relevant, school and home learning, directly responding to the many education challenges arising from the COVID crisis.

Seattle University will work closely with the SPS School and Community Partnerships Department to ensure alignment with district-level policies and procedures and that the hub is in service to SPS *inclusive and authentic engagement* plan.

Roles and Responsibilities

As part of the ongoing implementation of the school, family, and community network, the Parties will each contribute to the effort.

Seattle University will:

- Continue to support a lead liaison to facilitate the partnership between the District and the University.

- Collaborate with the District to develop a scope of work and sub-award agreement through which the University will provide funds to the District to work on the implementation of the network.
- Build capacity to serve as a strong intermediary in guiding all aspects of the local school & neighborhood network.
- Develop an implementation plan for the network including creating a scope of work with each school and their respective partner organizations.
- Facilitate engagement between the systems level public partner organizations including the City of Seattle, Seattle Housing Authority, and Seattle Public Schools to align resources and strategy to fully support the local school and neighborhood network.
- When appropriate, engage University faculty, staff and student resources to contribute to the network.
- Provide reimbursements for allowable services according to University policies and procedures.

The District will:

- Designate a lead liaison to facilitate the partnership between the District and the University.
- Collaborate with the University to develop a scope of work and sub-award agreement through which the University will provide funds to the District to work on the development and implementation of the local school and neighborhood network.
- Connect the network to existing District initiatives and resources such as family engagement, advancing racial equity, data and evaluation systems, and professional development programs.
- Align network strategies with the goals and activities of the District’s strategic plan.
- Participate in the network assessment and evaluation activities.
- Participate in planning meetings among systems level public partner organizations including the City of Seattle and Seattle Housing Authority to align resources and strategy to fully support the network.
- When appropriate, engage the SPS staff to contribute to the network.

The District and the University have an Affiliation Agreement encompassing school/university partnerships at Bailey Gatzert Elementary School, Washington Middle School and Garfield High School as well as the new school, family, and community network. The Affiliation Agreement also includes a Data Sharing Agreement (“DSA”).

b. Alternatives

Not accept the grant funds. This is not recommended, as the loss of these funds would severely impact the health and wellbeing of our students, as well as reduce the number and quality of supplemental supports available to our schools with the highest need. The district would also not be able to fulfill the roles outlined in the SU and district affiliation agreement.

c. Research

As described in the July 19th *Seattle Times* Education Lab article, the COVID-19 crisis, combined with a national reckoning on race, presents a rare opportunity to reimagine how to create equitable learning environments by centering the voices of students and families. The Seattle University's work cultivating local school & neighborhood networks of well-connected partners is grounded in two theoretical frameworks. Ishimaru's (2020) equitable collaboration framework calls for centering families and communities, transforming power, building reciprocity and agency, and undertaking change as a collective inquiry. Mapp and Kuttner's (2013) dual capacity-building framework builds on existing research suggesting partnerships between home and school only develop and thrive if both families and staff have requisite collective capacity to engage in partnerships. The proposed professional development activities with teachers and school staff is grounded in Zaretta Hammond's research (2015) on culturally responsive teaching and the brain, as well as research from the Carnegie Foundation for the Advancement of Teaching. Finally, in recognizing the dynamic and unprecedented challenges arising from the COVID crisis, we will particularly draw upon the COVID era specific recommendations from national organizations including City Connects, the Council of Chief State School Officers and Instruction Partners.

The activities described in this funding request apply evidence-based theories from the sources described above to pursue our two primary outcomes. The current state of the COVID crisis has led Seattle Public Schools to move to remote instruction and learning. Because of this reality the six schools in our partnership face several vexing questions. For example:

- Schools are building their capacity to provide meaningful, Preschool – 5th grade online instructional experiences. How does systems level intervention and close, local coordination address this gap and lead to better school/home practices that can be sustained beyond a COVID response?
- What is the feedback loop between school staff and families that helps inform school strategies when students are not engaging in remote learning?
- What is the best way to leverage the expertise and resources of community partners to both support families and inform instructional practices?

The partnership with Seattle University further positions SPS to support schools and their communities in COVID conditions. It will be the nexus where the six schools and their community partners can share successes and challenges. Seattle University can draw upon the expertise of researchers and practitioners to respond to educators' emerging concerns. Datasets resulting from measurement and evaluation of the project's outcomes will be shared with the project's stakeholders as part of the continuous improvement process and can also be made available to a wider audience of educators, researchers, and the public in an appropriate format.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be the receipt of an estimated \$446,500 through the end of the 2020-2021 school year. Each school will receive an annual budget of \$65,000 in the first year and \$56,500 will support a half time coordinator role in the School and Community Partnerships Department.

Please note that this will be a multi-year effort and Seattle University and SPS are under discussions now to determine the level of funding for subsequent years.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

Seattle University and SPS have been collaborating over the last year to plan for this school, family, and community network. Seattle University, Seattle Public Schools, and community partners have co-developed the strategy and are looking forward to collaborating with families and community to ensure the success of the network. The implementation of this effort will involve continuous engagement with families and community members in decision-making processes. Throughout the planning year, Seattle University hired a local community leader to build relationships with families and community members within the neighborhood who will continuously do so and advise the grant strategy this school year. Seattle University awarded 12 local community-based organizations to provide child and family-centered programming and support the implementation of the grant process. Schools participated in Principal one-on-one interviews and school site visits along with community partners to discuss the opportunities of this grant. SPS and Seattle University are committed to Tier 3 of collaborating with stakeholders in meaningful ways to both plan and implement the grant. With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement for this current phase:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

7. EQUITY ANALYSIS

Seattle Public Schools and the Seattle University have engaged in a process to ensure that the school, family, and community network will prioritize programs that advance educational equity for historically underserved groups including African-American/Black, Hispanic/Latino, Native American, Pacific Islander, underserved Asian populations, other students of color, refugees and

immigrants, homeless, English language learners, and LGBTQ students. Seattle University’s Center for Community Engagement uses anti-racist and racial equity tools to inform the development of the network.

The network is a targeted investment approach that will articulate and support SPS’s strategic plan and other district initiatives. The district will continue to partner with Seattle University to ensure that racial equity analyses processes are fully integrated into the process.

Moving forward, we continue to partner with Seattle University to ensure that racial equity analysis is grounded in all decision-making processes and workgroups.

8. STUDENT BENEFIT

The programming funded by the network will provide many benefits to students by providing schools in our district, culturally responsive, focused support to schools to improve pre-k to 5th grade outcomes in math and social emotional learning. This effort is also focused on building the capacity of schools to positively engage with families.

9. WHY BOARD ACTION IS NECESSARY

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. _____, [TITLE], provides the Board shall approve this item
- Other: _____

10. POLICY IMPLICATION

Per Policy No. 4265, School and Community Partnerships, “It is the policy of the Seattle School Board to create partnerships between Seattle Public Schools and the community.” This Policy further states, “the Board is committed to the creation and implementation of effective school-community partnerships that enhance academic outcomes by providing high-quality services and instruction before, after and during the school day. Seattle Public Schools seeks to foster partnerships that further the District’s vision, mission, and goals.”

Policy No. 6114, Gifts, Grants, Donations and Fundraising Proceeds, requires Board approval to accept grant funds exceeding \$250,000.00.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Audit and Finance Committee meeting on October 12, 2020. The Committee reviewed the motion and moved it forward with a recommendation for approval as amended.

12. TIMELINE FOR IMPLEMENTATION

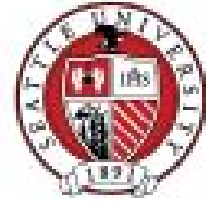
Upon approval of this motion, the Superintendent will accept the subaward from Seattle University, schools will begin a planning and design phase for the 2020 – 2021 SY, and work will begin to plan for and implement the network activities in the six schools in conjunction and alignment with other district initiatives and in service to the Seattle Public Schools' *Seattle Excellence 2019-24 Strategic Plan*.

13. ATTACHMENTS

- Letter of Intent – Elementary School Innovation Funding for 2020-2021 SY (for reference)
- Affiliation Agreement, Seattle School District No. 1 and Seattle University (for reference)

September 29, 2020

Michael Stone, Director
Grants and Strategic Partnerships
Seattle Public Schools
PO Box 34165
Seattle, WA 98124-1165



RE: Letter of Intent – Elementary School Innovation Funding for 2020-21 SY

Dear Mr. Stone:

This letter is to inform **Seattle Public Schools (SPS)** that **Seattle University (SU)** intends to fund six elementary schools and one .5 FTE with the Seattle Public Schools Community Partnerships office. This funding will allow schools to participate in a local school and neighborhood network in the 2020-21 school year. These efforts will place significant emphasis on:

- Teacher and school staff professional development focusing on culturally sustaining approaches to engage parents and students through virtual learning
- Tiered opportunities for parents/guardians to support their students' learning and their school community.

Local Learning Network (October 1 2020-August 31, 2021)	
Service	2020-21 SY Direct Funding
Salary to hire a partial FTE for SPS to support a local school and neighborhood activities	
Allocations to 6 central Seattle elementary schools to facilitate and participate in Local Improvement Network activities. Funds will pay for the following: <ul style="list-style-type: none">• Funding to support Family Engagement Action Teams, or other family-led efforts.• State substitute teacher rates for teachers to participate in learning labs• Costs for materials and supplies• Coordination of 'on-site' activities such as coaching, learning labs and planning sessions.• Coaching for student engagement outcomes, social emotional learning & family support The allocation for each category will be determined based on individual school strategies and budgeting process.	\$446,500
TOTAL:	\$446,500

OFFICE OF THE PROVOST

901 12th Avenue, P.O. Box 222000 Seattle, WA 98122-1090 www.seattleu.edu Tel.: (206) 296-2595

Respectfully,

Robert Dullea

Robert Dullea, PhD
Vice President for Planning and Vice Provost

AFFILIATION AGREEMENT
between
Seattle School District No. 1
and
Seattle University
(Center for Service and Community Engagement)

This Affiliation Agreement (“Agreement”) is effective as of the last date of authorized signature and is entered into by and between Seattle University, a Washington nonprofit institution of higher education (the “University”), and the undersigned, Seattle School District No.1, a Washington state municipal corporation (the “District”). Throughout this Agreement, the District and University may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, these Parties have agreed to work together to accomplish the educational goals as set forth in the Seattle University Youth Initiative (“SUYI”), in good faith, and with a commitment to outcomes and transparency;

WHEREAS, the University’s mission statement and core values speak to its service to society and commitment to empowering leaders for a just and humane world;

WHEREAS, the University is drawing upon its mission to implement the SUYI which will unite the University and the wider community to create a pathway of support for low-income youth and families living in the Bailey-Gatzert attendance area, while significantly enhancing the University’s educational programs;

WHEREAS, the University is drawing upon its history of success in mobilizing thousands of students, faculty, staff and alumni to serve the community through partnerships with dozens of community organizations and schools;

WHEREAS, the SUYI, is drawing upon its resources in service-learning, community-based research, clinical and internship experiences, facilities, scholarships, and staff, faculty and alumni expertise in the implementation of the SUYI;

WHEREAS, the University is drawing upon exemplary models of university-assisted schools and university and school district affiliations in implementing the SUYI;

WHEREAS, the percentage of neighborhood youth living in poverty in the Bailey-Gatzert Elementary School “attendance area” who matriculate to Washington Middle School and then to Garfield High School, encounter major academic challenges, which create barriers to making academic gains, graduating from high school, and accessing higher education;

WHEREAS, the District’s mission is to enable all students to achieve their potential through quality instructional programs and a shared commitment to continuous improvement;

WHEREAS, the District’s Strategic Plan focuses on ensuring racial equity in our educational system, addressing the needs of students of color who are furthest from educational justice, and working to undo the legacies of racism in our educational system;

WHEREAS, the District is working to create intensive affiliations with community organizations and implement collaborative strategies where families, schools and neighborhoods support healthy development and academic success, and that children are healthy, prepared for and succeed in school and that youth graduate from high school and college;

WHEREAS, the District has selected the University as a Lead Community Partner under the District’s Lead Community Partner Policy (Policy #4270);

WHEREAS, the University and the District share the goal of transforming the Bailey-Gatzert attendance area into a national model of university-schools-community affiliations; and

NOW, THEREFORE, in consideration of mutual promises, covenants, agreements and performances as described herein, the Parties agree as follows:

AGREEMENT

The Parties agree to perform the following obligations:

A. THE UNIVERSITY AGREES TO:

1. Work to unite the University and the wider community, through the SUYI, thereby improving the academic achievement of low-income youth living in the Bailey-Gatzert attendance area and wider neighborhoods of Central Seattle while strengthening the education of University students and expanding professional development opportunities for faculty and staff.
2. Collaborate and coordinate services with District personnel and site staff at each school to ensure seamless delivery of and access to resources. These school affiliations include Gatzert Elementary School (see Exhibit A), Washington Middle School (see Exhibit B), and Garfield High School (see Exhibit C). The descriptions of each of the school affiliations and their respective exhibits are referenced and incorporated into the Agreement.
3. Support the District’s mission to enable all students to achieve their potential by drawing upon the University’s resources in service-learning, community-based research, clinical and internship experiences, facilities, scholarships, and staff, faculty and alumni expertise in order to make a significant positive impact in the lives of local youth.
4. Form and/or expand upon affiliations with the public schools, pre-K/Head Start programs, and community organizations within the Bailey Gatzert attendance area and wider neighborhoods of Central Seattle in order to create a seamless network of academic support for neighborhood children. Particularly pursue the creation of a Local Learning Network among four neighborhood elementary schools and their families, community-

based organizations partners and early learning partners, a description of which is referenced and incorporated into the Agreement as Exhibit D.

5. Strengthen existing affiliations and create new affiliations with community organizations and local housing organizations that support youth and their families with a range of services in order to achieve student success, assist families in meeting their basic needs, and support continued family involvement in the academic process.
6. Participate in a program outcome evaluation.

B. THE DISTRICT AGREES TO:

1. Collaborate and coordinate services with University staff to ensure seamless delivery of and access to resources.
2. Form and/or expand upon affiliations with the public schools, pre-K/Head Start programs, and community organizations within the Bailey-Gatzert attendance area and wider neighborhoods of Central Seattle in order to create a seamless network of academic support for neighborhood children. Partner with the University in the creation of a Local Learning Network among four neighborhood elementary schools and their families, community-based organizations partners and early learning partners as described in Exhibit D.
3. Strengthen existing affiliations and create new affiliations with community organizations and local housing organizations to support youth and their families with a range of services in order to achieve student success, assist families in meeting their basic needs, and support continued family involvement in the academic process.
4. Participate in a program outcome evaluation.

C. THE UNIVERSITY AND ORGANIZATION JOINTLY AGREE:

1. Compliance with District Policies and Procedures. The University will instruct its employees, students, agents, and officers, that they will be expected to adhere to District policies and procedures during their period of experience at the District under this Agreement, and that University employees, students, agents, and officers will take directions from certain properly designated personnel of the District as the need may arise. If the performance of a University employee, student, agent, or officer is deemed unacceptable at any time, the properly designated personnel of the District has the right to use appropriate means to correct the situation, including suspension of the University's employees, students, agents, and officers from participation in activities within the scope of this Agreement until their performance has been thoroughly reviewed by the University in conjunction with the District. Such review by the District and the University will take place reasonably soon after the matter has been brought to the University's attention. The University may take any necessary or advisable action with respect to its employees, students, agents, and officers given the circumstances.

2. Data Sharing. The Parties will support the SUYI by sharing and protecting information and data consistent with the terms and conditions in the Data Sharing Agreement attached and incorporated into the Agreement as Exhibit E, to measure, evaluate and assess the program's impact on the academic performance of low-income youth served by the SUYI.
3. Insurance Coverage.
 - a. During the term of this Agreement, the University will maintain general liability insurance coverage in limits of at least one million dollars (\$1,000,000.00) per occurrence and shall not exclude coverage for acts of sexual abuse or molestation. The District shall be named as an additional insured, and if requested by the District in writing, the University will furnish the District a certificate of insurance as proof of the required coverage.
 - b. Likewise, during the term of this Agreement, the District will maintain general liability insurance coverage in limits of at least one million dollars (\$1,000,000) per occurrence and shall not exclude coverage for acts of sexual abuse or molestation. The University shall be named as an additional insured, and if requested by the University in writing, the District will furnish to the University a certificate of insurance as proof of the required coverage.
4. Indemnification. The Parties agree to indemnify and hold harmless each other and each other's employees, agents, officers, trustees, and representatives (in their official and individual capacities) from any and all any claims, demands, liabilities, losses, damages or expenses, including attorneys fees arising from their respective activities in connection with this Agreement, provided neither Party shall be liable for any claims, demands, liabilities, losses, damages, or expenses, including attorneys' fees, to the extent arising from the actions of the other Party or its employees, agents, officers, trustees, and representatives (in their official and individual capacities).
5. Nondiscrimination. The Parties agree not to discriminate against anyone participating in or providing services under the programs or activities operated under this Agreement on the basis of that person's race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, political ideology or status as a Vietnam-era or special disabled veteran.
6. FERPA. Both Parties agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations with respect to the "education records" of each Party's students.
7. Background Check. University agrees that all University employees, students, and volunteers assigned to work directly in a District school or with District students under this Agreement will have undergone a Washington State Patrol (WSP) criminal history background check prior to working at a District location and the University will provide a copy of the background check results to the District, upon request.

8. Mandatory Reporting of Child Abuse or Neglect. Both Parties shall take responsibility to keep minors safe. The Parties shall comply with the requirements under Washington State law RCW 26.44.030 or as amended and their respective institutional policies on mandatory reporting of abuse or neglect of a minor.
9. Relationship of the Parties. The Parties are independent entities. This Agreement does not create an employment, joint venture, partnership, or agency relationship between the Parties or their employees, students, volunteers or agents. Neither Party has the authority to enter into a contract or agreement to bind the other, and nothing in this Agreement makes either Party liable or responsible for any debt, liability or obligation of the other. Further, the District retains the right to immediately prohibit any University employee, student, volunteer or agent from coming on District property if the District has good cause to do so, including but not limited to a violation of a District policy, procedure, or guideline.
10. Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
11. 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.
12. 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.
13. Governing Law. The validity, interpretation, construction, and performance of this Agreement is governed by the laws of the State of Washington without regard to conflict of laws principles. The venue of any legal action regarding this Agreement will be in King County in the State of Washington.
14. No Assignment. Neither Party has the power to assign this Agreement without the prior written consent of the other Party.
15. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and no other representation, whether oral or written, shall have any force or effect to modify this Agreement, except as otherwise provided herein.
16. Nonwaiver. A Party's failure or delay in exercising any right under this Agreement is not a waiver of that right or any other right under this Agreement.
17. Modification. Amendments or other modifications to the terms of this Agreement, or its exhibits, must be in writing and are not effective until signed by both Parties. The Parties agree to review this Agreement and discuss modification to it in the event the policies of either Party relating to third party agreements are significantly changed.
18. Notices. Under this Agreement, any written notice becomes effective when either hand-delivered to the Party to which the notice is directed, or when deposited in the United

States mail, postage prepaid, return, receipt requested, and properly addressed to the Party. The proper address, unless designated by written notice to the other Party to this Agreement, is as follows:

for Seattle University:

Kent Koth
Executive Director, Center for Service and Community Engagement &
Special Assistant to the Provost
Center for Service and Community Engagement
Seattle University
90112th Ave.
PO Box 222000
Seattle, WA 98122-1090

with a copy to

Mary Petersen
Vice President and University Counsel
Seattle University
901 12th Ave.
PO Box 222000
Seattle, WA 98122

for Seattle Public School District No. 1:

James Bush
Director of Family and Community Partnership
Seattle Public Schools
2445 3rd Avenue South
Seattle, WA 98124

With a copy to Office of the Chief Legal Counsel
Seattle School District No.1
PO Box 34165, MS 32-151
Seattle, WA 98124-1165

19. Term of this Agreement. This Agreement becomes effective as of the date of the last signature below, shall continue for five years thereafter, unless extended by written agreement of the Parties. Either Party may terminate this Agreement for breach of the Agreement by the other Party unless the allegedly breaching Party remedies the breach to the satisfaction of the notifying Party within thirty (30) days of written notice of the breach. Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party.

20. Authority. The undersigned represent and warrant to each other that they possess all right, interest and authority necessary to be bound by the terms and conditions in this Agreement.

Seattle Public School District No. 1	Seattle University
By: <u><i>JoLynn Berge</i></u>	By: <u><i>Shane P. Martin</i></u>
JoLynn Berge	Shane P. Martin, Ph.D.
Chief Financial Officer	Provost
Date: <u><i>March 6, 2020</i></u>	Date: <u><i>8-2-2019</i></u>

EXHIBIT A
BAILEY GATZERT ELEMENTARY SCHOOL

This Exhibit A to the Affiliation Agreement between Seattle School District No. 1 and Seattle University describes the position of the Bailey Gatzert School Site Manager and Seattle University's affiliation with Bailey Gatzert School.

The Parties agree as follows:

OVERVIEW

Seattle University (the "University") has an affiliation with Bailey Gatzert Elementary School ("BGE") that is an essential component of the the Seattle University Youth Initiative ("SUYI"), a long-term campus community effort to create a pathway of academic support for underserved youth living in 100 square block neighborhood of Central Seattle. The University will work with BGE to provide before and after school programming for a cohort of elementary school students selected by BGE during each academic year. The programs will provide high quality academic instruction and enrichment activities aligned with the Bailey Gatzert Continuous School Improvement Plan ("C-SIP").

Each quarter over 100 University students support the learning environment during the school day and in the after school programs. The type of academic services provided varies from one-to-one tutoring, to helping small groups, to leading academic and enrichment activities after school.

The University employees a full-time Gatzert School Site Manager ("GSSM") to oversee all SUYI engagement efforts at BGE. The GSSM receives support from 1-2 Washington Service Corps AmeriCorps members to serve full-time on site at Gatzert as SUYI Program Assistants and over 30 University student employees.

ROLES AND RESPONSIBILITIES

The GSSM will be an employee of the University and not the School District. The GSSM will oversee the University's student engagement efforts at BGE, as well as coordinate and supervise after school programming for a cohort of elementary school students. To fulfill the principal duties and responsibilities of this position, the GSSM will be housed on-site at BGE.

The University will:

- Be responsible for the selection of the GSSM, but will work closely with and consult with the BGE school staff and principal on the selection.
- Coordinate and provide extended learning opportunities afterschool for at least 65 Kindergarten through 5th grade students: 1 hour and 45 minutes per day, 4 days a week, for 19 weeks per year, for a total of 115 hours per year.
- Support the learning environment during the school day in up to 15 classrooms.
- Contribute 3,500 service hours to the school through service learners and student employees.

- Coordinate comprehensive Extended Learning Program at BGE: convene current and potential community partners, set master schedules, contract with providers for the delivery of enrichment programming, manage the enrollment process for at least 65 Tier 1 and Tier 2 BGE students, arrange for transportation and snacks, and communicate with parents and teachers regarding student progress.
- Coordinate with BGE teachers who serve as Extended Learning Program Coaches: recruit, advise, convene and maintain ongoing communication to ensure curricular alignment and consistent support for University student leaders.
- Manage placements, with support of AmeriCorps site-staff, of University students in Extended Learning Program and daytime classroom support at BGE: recruit leaders, provide onsite orientations, and arrange training opportunities.
- Engage in ongoing program assessment and curriculum planning for after-school sessions, in collaboration with University students, BGE Staff and CCE staff, to improve and expand services to K-5th students.
- Collect and Monitor BGE Student Data. Data may include and is not limited to the following:
 - ELP Student attendance
 - Summative and formative student assessments (MAP, F & P, End of Unit Math, SBA)
 - Teacher feedback
- Supervise the AmeriCorps Extended Learning Program Assistant AmeriCorps member, 30 University student employees (Lead Academic Mentors) and over 80 University volunteers.
- Maintain SUYI youth program integrity by adhering to program policies and procedures, including following confidentiality and protocols regarding the protection of minors.
- Serve as liaison with school's administrators and staff, parents and families, and community partner organizations.
- Build and maintain effective relationships with BGE students, their families, community organizations, school staff and administration, by participating BGE's professional learning communities and school events such as, orientations, open houses, parent events etc.
- Participate in trainings by school staff (across the first three weeks of school and later, as determined to be necessary).
- Provide support to families and youth through programming, convening and advocacy efforts.
- Provide reimbursements for allowable services according to University policies and procedures.

Seattle Public Schools will:

- Provide shared office space for the GSSM and AmeriCorps members, use of copier and basic office supplies. Office space will include networked computers standard district computer software, Internet access/service, a Seattle School District user ID, access to the Electronic Student Information Service (ESIS) and access to required and/or appropriate staff training offered through the District.

- Provide seattleschools.org email addresses for GSSM and AmeriCorps members.
- Provide the GSSM with office keys and a building pass.
- Provide funding for bus transportation, students, supplies, materials and access to phone, copiers and computers.
- Provide spaces for after school program activities (classroom spaces may need to be provided on a rotating basis).
- Ensure that a BGE staff member will be present and responsible for supervising elementary school students who participate in Extended Learning Program.
- Ensure that BGE school staff and/or teachers will participate in the ELP cohort selection process and provide ongoing feedback to support ELP youth outcomes.
- Designate BGE school staff to provide ongoing training in conjunction with University staff.
- Share the C-SIP with the University staff to discuss and support the partnership in the ongoing implementation of a plan for addressing the school's key academic strategies.
- Be responsible for applications by, selection of, agreements with, background checks on and orientation of non-University affiliated volunteers to the programs, including, but not limited to University alumni.
- Agree to support family engagement programs and activities provided by University staff.

EXHIBIT B WASHINGTON MIDDLE SCHOOL

This Exhibit B to the Affiliation Agreement between Seattle School District No. 1 and Seattle University describes the position of the Washington Middle School Success Coordinator and Seattle University's overall affiliation with Washington Middle School.

The Parties agree as follows:

OVERVIEW

Seattle University (the "University") has an affiliation with Washington Middle School ("WMS") that is integral to the Seattle University Youth Initiative ("SUYYI"), a long-term campus community effort to create a pathway of academic support for underserved youth living in a 100 square block area of Central Seattle. The University will work with WMS to provide before and after school programming for a cohort of middle school students selected by the School during each academic year. The programs will provide high quality academic instruction and enrichment activities aligned with the Washington Middle School Continuous School Improvement Plan ("C-SIP").

The Washington Middle School Success Coordinator ("WMSSC") will oversee an academic support program that matches specially trained University student mentors with Washington Middle School youth. This position supports specific strategies and outcomes outlined in the SUYYI which include the following: providing a pathway of academic support for neighborhood children to ensure that youth are proficient in core academic subjects and successfully transition to the next grade levels, as well as providing enriching service learning and leadership experiences for University students. To fulfill the principal duties and responsibilities of this position, the School Success Coordinator will work on-site at Washington Middle School.

Over the academic school year, over 50 University students will provide targeted academic support identified from a review of student assessments (exit tickets, district exams, NWEA) by school leadership, instructional coaches, and/or selected teachers during the school day. While also providing support for students to strengthen academic performance, life skills and relationships in the RAMP afterschool programs. The type of academic services provided varies from one-to-one academic mentoring, to helping small groups, to classroom assistance and family engagement.

The University employs a full-time site coordinator to oversee all SUYYI engagement efforts at WMS, as SUYYI Program Assistant VISTA Americorps and over 20 University student employees.

ROLES AND RESPONSIBILITIES

The WMSSC will be an employee of the University and not the School District. The WMSSC will oversee the University's student engagement efforts at WMS, as well as coordinate and supervise after programming for a cohort of middle school students. To fulfill the principal

duties and responsibilities of this position, the WMSSC will be housed on-site at Washington Middle School.

The University will:

- Be responsible for the selection of the School Success Coordinator while working closely with and consulting the WMS school staff and principal on that selection.
- Supervise all University students working and volunteering at Washington Middle School.
- Support the learning environment during the school day in up to 15 classrooms.
- Contribute 3,500 service hours to the school through service learners and student employees.
- Manage placements of University students in the Redhawk Academic Mentoring Program (“RAMP”) and daytime classroom support at Washington Middle School: recruit leaders, provide onsite orientations, and arrange training opportunities.
- Engage in ongoing program assessment and curriculum planning for after-school sessions, in collaboration with University students, Washington School staff and the University Center for Community Engagement (“CCE”) staff, to improve and expand services to 6-8th grade students.
- Manage placements of University students in RAMP afterschool and daytime classroom support at WMS: recruit leaders, provide onsite orientations, and arrange training opportunities.
- Collect and monitor WMS student data. Data may include and is not limited to the following: Summative and formative student assessments (Smarter Balance Assessment), teacher feedback, current student grades and attendance.
- Supervise 20 University student employees (Lead Academic Mentors) and over 30 University volunteers. Advise and maintain communication with RAMP volunteers primarily through email and individual meetings.
- Serve as liaison with school’s administrators and staff, parents and families, and community partner organizations.
- Build and maintain effective relationships with WMS students, their families, community organizations, school staff and administration, by participating in WMS’s professional learning communities and school events such as, orientations, open houses, parent events etc.
- Participate in trainings conducted by Seattle Public School staff.
- Supervise the AmeriCorps RAMP Program Assistant AmeriCorps member, 30 University student employees and over 80 University volunteers.
- Maintain SUYI youth program integrity by adhering to program policies and procedures, including following confidentiality and protocols regarding the protection of minors.
- Serve as liaison with school administrators and staff, parents and families, and community partner organizations.
- Provide support to families and youth through programming, convening and advocacy efforts.
- Provide reimbursements for allowable services according to University policies and procedures.

Seattle Public Schools will:

- Provide one classroom to serve as the Parent and Volunteer Welcome Center (Redhawk Zone). This space will include networked computers with standard district computer software, Internet access/service, a Seattle School District user ID, access to the Electronic Student Information Service (“ESIS”) and access to required and/or appropriate staff training offered through the District.
- Provide seattleschools.org email addresses for WMSSC and AmeriCorps VISTA member/s.
- Provide the WMSSC with office keys and a building pass.
- Provide funding for bus transportation for students (as needed), supplies, materials and access to phone, copiers and computers.
- Provide spaces for after school program activities (classroom spaces may need to be provided on a rotating basis).
- Ensure that a WMS staff member will be present and responsible for supervising middle school students who participate in RAMP.
- Work with University staff to provide ongoing training of University students and volunteers.
- Share the C-SIP with the University staff to discuss and support the partnership in the ongoing implementation of a plan for addressing the school’s key academic strategies.
- Agree to be responsible for applications by, selection of, agreements with, background checks on and orientation of non-University affiliated volunteers to the programs, including, but not limited to University alumni.
- Agree to support family engagement efforts provided by University staff.

EXHIBIT C GARFIELD HIGH SCHOOL

This Exhibit C to the Affiliation Agreement between Seattle School District No. 1 and Seattle University describes the position of the High School Success Coordinator at Garfield High School and Seattle University's overall affiliation with Garfield High School.

The Parties agree as follows:

OVERVIEW

Seattle University (the "University") has an affiliation with Garfield High School ("GHS") that is integral to the Seattle University Youth Initiative ("SUYI"), a long-term campus community effort to create a pathway of academic support for underserved youth living in a 100 square block area of central Seattle. The University will work with GHS to support high quality academic instruction and enrichment activities aligned with the Garfield High School Continuous School Improvement Plan ("C-SIP").

The High School Success Coordinator ("HSSC") will oversee the SUYI programming and implementation at GHS, as well as support other neighborhood high school engagement efforts. The HSSC will work in-partnership with the GHS building leadership, teachers, AmeriCorps members, and University students to: 1) provide integrated scholar supports and mentorship with a goal of on-time high school graduation, 2) support expanded learning time including college and career exploration, and 3) support family engagement efforts to ensure access for families to understand and participate in their scholar's academic experience, and 4) provide civic engagement, social justice and leadership formation opportunities for scholars participating in SUYI programming. To fulfill the principal duties and responsibilities of this position, the HSSC will work on-site at GHS.

Over the academic school year, over 10 University students will provide targeted academic support to students identified by GHS leadership, instructional coaches, and/or selected teachers learning environment during the school day. The type of academic services provided varies from one-to-one academic mentoring, to helping small groups, to classroom assistance and family engagement.

ROLES AND RESPONSIBILITIES

The HSSC will be an employee of the University and not the School District. The HSSC will oversee the University's student engagement efforts at GHS.

The University will:

- Be responsible for the selection of the coordinator while working closely with and consulting the GHS school staff and principal on that selection.
- Supervise all University students working and volunteering at GHS.
- Support the learning environment during the school day in up to 15 classrooms.

- Contribute 1,000 service hours to the school through service-learners and student employees.
- Collaborate with college access programs at GHS through after-school mentoring and tutoring programs.
- Collect and monitor GHS student data. Data may include and is not limited to the following: Summative and formative student assessments (Smarter Balance Assessment), teacher feedback, current student grades and attendance.
- Serve as liaison with school's administrators and staff, parents and families, and community partner organizations.
- Build and maintain effective relationships with GHS students, their families, community organizations, school staff and administration, by participating in professional learning communities and school events such as, orientations, open houses, parent events, etc.
- Participate in trainings conducted by Seattle Public School staff.
- Maintain SUYI youth program integrity by adhering to program policies and procedures, including following confidentiality and protocols regarding the protection of minors.
- Provide support to families and youth through programming, convening and advocacy efforts.
- Provide reimbursements for allowable services according to University policies and procedures.

Seattle Public Schools will:

- Provide seattleschools.org email addresses for HSSC and University AmeriCorps members.
- Provide the HSSC with office keys and a building pass.
- When needed, provide funding for bus transportation for students, supplies, materials and access to phone, copiers and computers.
- Provide spaces for after school program activities (classroom spaces may need to be provided on a rotating basis).
- Agree that an GHS staff member and/or designated college access program partner will be present during after-school programming and events.
- Agree that GHS school staff in conjunction with the University will provide ongoing training to volunteers.
- Agree to share the C-SIP with the University staff to discuss and support the partnership in the ongoing implementation of a plan for addressing GHS's key academic strategies.
- Agree to be responsible for applications by, selection of, agreements with, background checks on and orientation of non-University affiliated volunteers to the programs, including, but not limited to University alumni.
- Agree to support family engagement efforts provided by University staff.

EXHIBIT D LOCAL LEARNING NETWORK

This Exhibit D to the Affiliation Agreement between Seattle School District No. 1 and Seattle University describes the Parties' responsibilities to plan and implement a Local Learning Network.

OVERVIEW

In 2019, with support from the Bill and Melinda Gates Foundation, Seattle University (the "University") plans to develop a Local Learning Network involving place-based initiatives focused on improving early learning and elementary success in Seattle Public Schools ("District"). The focus of the network is to improve Pre K to 5th grade outcomes in math and social emotional academic development ("SEAD"), within the context of early learning transitions, school & district systems, home & community, and expanded learning opportunities using a continuous improvement framework with a focus on racial equity. This proposed effort closely aligns with District's strategic plan and will deepen and expand the current strong affiliation between the University and the District.

ROLES AND RESPONSIBILITIES

As part of the development and implementation of the Local Learning Network, the Parties will each contribute to the effort.

The University will:

- Designate a lead liaison to facilitate the partnership between the District and the University.
- Collaborate with the District to develop a scope of work and sub-award agreement through which the University will provide funds to the District to work on the development and implementation of the Local Learning Network.
- Work with the District on any review and approval that may be necessary by the Seattle School Board of Directors.
- Build capacity to serve as a strong intermediary in guiding all aspects of the Local Learning Network.
- Develop an implementation plan for the Local Learning Network including the facilitation of the process of identifying possible Network partner schools and creating a scope of work with each school and their respective partner organizations.
- Facilitate engagement between the systems level public partner organizations including the City of Seattle, Seattle Housing Authority, and Seattle Public Schools in order to align resources and strategy to fully support the Network.
- When appropriate, draw upon the University's faculty, staff and student resources to contribute to the Local Learning Network.

- Provide reimbursements for allowable services according to University policies and procedures.

District will:

- Designate a lead liaison to facilitate the partnership between the District and the University.
- Collaborate with the University to develop a scope of work and sub-award agreement through which the University will provide funds to the District to work on the development and implementation of the Local Learning Network.
- Work with the University on any review and approval that may be necessary by the Seattle School Board of Directors.
- Assist the University in identifying possible Network partner schools.
- Connect the Network to existing District initiatives and resources such as family engagement and racial equity activities, data and evaluation systems, and professional development programs.
- Offer guidance and advice on how best to align the Network with the goals and activities of the District's strategic plan.
- Participate in Local Learning Network assessment and evaluation activities.
- Participate in strategy and assessment meetings among systems level public partner organizations including the City of Seattle and Seattle Housing Authority in order to align resources and strategy to fully support the Network.

Exhibit E

COMMUNITY BASED ORGANIZATION
DATA SHARING AGREEMENT
BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND
SEATTLE UNIVERSITY

This Data Sharing Agreement (“DSA”) is effective as of the last date of authorized signature below between Seattle School District No. 1, a Washington municipal corporation (“District”), and Seattle University, a private university in Seattle, Washington (“Requestor”), that provides academic support services to District students. This DSA has the following overriding goals:

1. Preserving the anonymity of student identities, including assurance that identifiable student data is not released to third parties;
2. Enhancing the ability of the District and the Requestor to improve academic achievement for District students by allowing access to individual student records consistent with the requirements of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; and
3. Accurately measuring the District and the Requestor’s progress toward improving student outcomes and indicators, and meeting set targets and other goals.

NOW, THEREFORE, THE DISTRICT AND SEATTLE UNIVERSITY AGREE AS FOLLOWS:

I. OBLIGATIONS OF REQUESTOR

The Requestor, representing all members of the organization, shall ensure the confidentiality of student data through the following methods:

- a. The Requestor shall provide the District with a list of students enrolled in the program and their student ID numbers. The Requester will update the list of enrolled students each semester removing students who cease participating in the program.
- b. The Requestor shall strictly comply with all state and federal laws that apply to the use and release of the data, including but not limited to FERPA and its regulations, set forth at 34 C.F.R. § Part 99. When necessary to comply with FERPA, the Requestor shall procure the consent of parents or eligible students to the release and use of the data, and shall maintain and make written proof of parent or student consent available to the District.

1. The District has granted the following programs the Institutional Service Designation:
 - i. Seattle University Youth Initiative

2. The following programs must submit FERPA consent forms to access student data:
 - i. As an institutional service provider, Seattle University Youth Initiative programming does not need to obtain signed consent forms to receive student data.
- c. The Requestor shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33.
- d. The Requestor shall restrict access to the data only to (i) the person or persons who provide direct services to District students; or (ii) the person or persons within the Requestor's organization who have been tasked with analyzing the data; and make those persons aware of, and agree to abide by, the terms set forth in this DSA.
- e. The Requestor shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order.
- f. The Requestor shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data, other than publications permitted under Sections I(m) and I(n).
- g. The Requestor shall not use data shared under this DSA for any purpose other than the goals outlined in this DSA. Nothing in the DSA shall be construed to authorize Requestor to have access to additional data from the District that is not included in the scope of the DSA (or addenda). Requestor understands that the DSA does not convey ownership of the data to Requestor.
- h. The Requestor shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
 1. Creating, distributing, and implementing data governance policies and procedures which protect District data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
 2. Encrypting all District data carried on mobile computers/devices;
 3. Encrypting District data before it is transmitted electronically;
 4. Requiring that users be uniquely identified and authenticated before accessing District data;
 5. Establish and enforce well-defined data privilege rights which restrict users' access to the data necessary for them to perform their job functions;
 6. Ensuring that all staff accessing District data sign an affidavit of nondisclosure, attached as Exhibit A, and maintain copies of signed affidavits;
 7. Securing access to any physical areas/electronic devices where sensitive data are stored;
 8. Installing a firewall to permit or deny network transmissions based upon a set of rules;
 9. Installing anti-virus software to protect the network;

i. The Requestor shall report all known or suspected breaches of District data, in any format, to the District's Executive Director, Technology Services within one business day of discovering the breach. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) date and time the incident was discovered; (4) nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) name of electronic system and possible interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) controls in place to prevent unauthorized use of the lost or compromised information; (9) number of individuals potentially affected; and (10) whether law enforcement was contacted.

j. The Requestor shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this DSA or failure to develop a new agreement. Requestor agrees to require all employees, contractors, or agents of any kind using the District data to comply with this provision. Requestor agrees to document the methods used to destroy the data, and upon request, provide certification to the District that the data has been destroyed.

k. For purposes of this DSA and ensuring Requestor's compliance with the terms of this Agreement and all application of state and Federal laws, Requestor designates Bonnie Nelson (or an alternative designee specified in writing) the temporary custodian of the data that the District shares with the Requestor. The District will release all data and information under this DSA to said named temporary custodian. The Senior Data and Evaluation Analyst shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the DSA, including confirmation of the return or destruction of data as described below. The District or its agents may, upon request, review the records the Requestor is required to keep under this DSA. The District designates its Executive Director, Technology Services (or an alternative designee specified in writing) as its liaison for all communications with the Requestor regarding this Agreement;

l. The Requestor has the right consistent with scientific standards, to present, publish, or use student results it has gained in the course of its analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers.

1. The Requestor shall not publish, present, or use reports that include a cell size of less than 10. Reports must mask these cells so that the results are not revealed.
2. Publications and reports of data and information shared, including preliminary descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student, parent, or teacher.
3. No less than 15 business days prior to public disclosure of its data analysis, Requestor will provide the District a manuscript or other draft of the proposed public disclosure. Within 15 business days following receipt thereof, the District will notify Requestor in writing if the proposed disclosure contains any confidential information and specify the portions of the proposed disclosure requiring redaction.
4. The Requestor shall provide the District, free of charge and within thirty (30) days, a copy of

any report that is generated using the data.

5. Reports or articles based on data obtained from Seattle Public Schools under this agreement must include the following acknowledgment: This report/article was made possible, in part, by the support of Seattle Public Schools. Opinions contained in this report/article reflect those of the author and do not necessarily reflect those of Seattle Public Schools. The District must be cited as the source of the data in all tables, reports, presentations, and papers.

m. The Requestor acknowledges that any violation of this DSA and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for the District to immediately terminate this DSA.

n. To seek access to the District's Tableau dashboard, Student-at-a-Glance, Requestor will complete the Contractor Network Account Request Form to ensure creation of the necessary security credentials to use that dashboard.

II. OBLIGATIONS OF DISTRICT

During the term of this Agreement, the District shall:

- a. Prepare and deliver student demographic and academic data as defined in Appendix A
- Data File Description.

III. PAYMENT

No payments will be made under this DSA by either party.

IV. INDEMNIFICATION

- a. Seattle University agrees that to the fullest extent permitted by law, Seattle University will hold harmless, defend, and indemnify the District, its agents, employees and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by Seattle University under this DSA. The terms of this section shall survive termination of this DSA.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify Seattle University, its trustees, officers, agents, and employees from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by District under this DSA. The terms of this section shall survive termination of this DSA.

V. NOTICES

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

To the District:	Executive Director, Technology Services Department of Technology Services Seattle Public Schools PO Box 34165, MS 21-350 Seattle, WA 98124-1165	and	General Counsel Office of General Counsel Seattle Public Schools PO Box 34165 MS 32-151 Seattle, WA 98124-1165
------------------	---	-----	--

To the Requestor:	Kent Koth Director, Center for Community Engagement 901 12 th Ave. PO Box 222000 Seattle, WA 98122	and	Mary Petersen VP & University Counsel 901 12 th Ave. PO Box 222000 Seattle, WA 98122
-------------------	---	-----	---

VI. TERM

This DSA will allow for the District to provide the Requestor with current demographic and academic data from student educational records, as defined in Appendix A, beginning with the 2019-2020 school year and continuing through the 2023-2024 school year as well as historical academic data. This DSA is effective as of the last date of authorized signature below and shall remain in effect until December 31, 2024, unless terminated under the terms of Paragraph VII below.

VII. TERMINATION

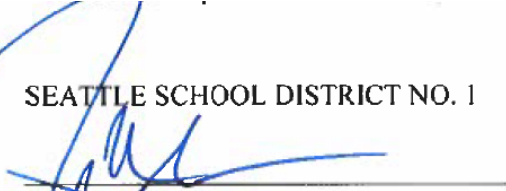
The District may terminate this DSA, with 30 days written notice to Requestor, at any time, for any reason. In addition, District may terminate this DSA at any time if it determines such action is necessary for the health, safety or education of students or staff. Requestor may terminate this DSA, with 90 days written notice to the District, at any time, for any reason.

VIII. MISCELLANEOUS PROVISIONS

- a. 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.
- b. Amendment. Modifications to this DSA must be in writing and be signed by each party.
- c. Governing Law. The terms of this DSA shall be interpreted according to and enforced under the laws of the State of Washington. The parties agree that any judicial proceedings filed by the parties regarding this Agreement will take place in Seattle, Washington.
- d. Severability. If any provision of this DSA is held invalid or unenforceable, the remainder of the DSA will not be affected, but continue in full force.
- e. Assignment. Neither party shall assign its rights or responsibilities under this Agreement,

- unless it receives written permission from the other party.
- f. Non-Waiver. Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or any expectation of non-enforcement.
 - g. Counterparts. The parties agree that this DSA 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.
 - h. Debarment. Requestor, by executing this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Requestor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.
 - i. Cooperation with District Auditor and State Auditor: Requestor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to annually audit records of the Requestor relating to performance under this contract. Failure to cooperate may be cause for debarment from award of future contracts.

By signing below, each signatory represents that is the authority to execute this DSA. For the District, Chief Financial Officer or Superintendent is authorized to sign.

<p>SEATTLE SCHOOL DISTRICT NO. 1</p> <p></p> <p>Signature</p> <p><u>James Bush</u></p> <p>Printed Name</p> <p><u>Director</u></p> <p>Title</p> <p><u>3/5/2020</u></p> <p>Date</p>	<p>SEATTLE UNIVERSITY</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
---	---

APPENDIX A: DATA FILE DESCRIPTION

Files will be sent through a secure server automatically, once the student ID list is submitted and data sharing agreement is signed by both parties.

1. Seattle University will request two data sets representing distinct aspects of the educational partnership:
 - a. Weekly: Students participating in Seattle University Youth Initiative programming at Bailey Gatzert, Washington Middle School, or Garfield High School as approved by the school principals. This is personally identifiable data and includes the following ADR files: 101, 102, 103, 111, 121, 122, 123, 151, 201, 211, 301, 311. This is currently covered by the 2018-2019 IS DSA.
 - b. Annual: A one-time request - all students living within the Seattle University Youth Initiative (SUYI) zone (on an annual basis). This is de-identified data and includes the following ADR files: 101, 102, 103, 111, 121, 122, 123, 151, 201, 211, 301, 311. The data will also include a column to indicate whether or not the students are residents of Yesler Terrace, based on October 1 enrollment services data.

Category	Item
Demographics	Student ID SSID Last Name First Name Current School Current Grade DOB Gender Race/Ethnicity ELL Status SPED Status 504 Status Advanced Learning Status Primary Language Home Language Living With Status Phone Number Projected Grad Year On Track for High School Graduation

Category	Item
Grade Mark History	Course Term Course Code Course Title Course Subject Group Course Subject Teacher Name(s) Period Course Start Date Course End Date Coursework Status Mark Type Mark Term Mark Credits Attempted Credits Earned
State Assessment History	Test Season Test Grade Subject Area State Test Name Test Attempt Score Level Code Met Standard
District Assessment History - MAP	Test Season Test Grade Subject Area Test Name RIT Score Percentile Rank Met Typical Growth, Fall to Fall Met Typical Growth, Spring to Spring Met Typical Growth, Fall to Spring
Daily Attendance History	Attendance Date % Day Absent % Day Unexcused Day Tardy Count Month Semester, Quarter, Trimester

Category	Item
Period Absence History	Absence Date Absence Period Absence Type Course Absent Excused Type Absence Reason
Discipline Action History	Incident Date Discipline Action Discipline Action Description Incident ID
Enrollment History	Enrollment Start and End Date Enrollment Status Description and Code Attendance Days Possible Absent Days Unexcused and Excused Absence Days
WAKids* *Annual file	School Name Total Domains Ready Count Total Domains Tested Count Social Emotional Ready Count Physical Ready Count Language Ready Count Cognitive Ready Count Literacy Ready Count Math Ready Count