



SCHOOL BOARD ACTION REPORT

DATE: March 10, 2017
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Dr. Michaela Clancy, Director of Special Education 206-252-0058
cmclancy@seattleschools.org

For Introduction: May 17, 2017
For Action: June 7, 2017

1. TITLE

University of Washington Experimental Education Unit (EEU) Interagency Agreement to provide educational services to Special Education students, ages 3-6

2. PURPOSE

This Board Action Report details the interagency agreements that total \$1,205,241.66 and would provide special education services up to 48 preschoolers and 15 kindergarteners, as well as technical support for 3-5 schools for inclusion practices for students with special needs during the 2017-18 school year.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute Interagency Agreements with the University of Washington Haring Center in the amount of \$1,205,241.66, for the following services:

- Educational services for up to 48 preschool students, including extended day services for up to 24 students, delivered by the EEU in the amount of \$853,087.87
- Educational services for up to 15 kindergarten students delivered by the EEU in the amount of \$272,637.61
- Technical support and training to staff and services to students in identified classrooms within Seattle Public Schools, to be provided by the PDU in the amount of \$79,516.18

The services to be provided are in the form of the draft Agreement dated March 6, 2017 and attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

a. Background:

The University of Washington's Experimental Education Unit (EEU) has served young students with disabilities for more than 30 years. A number of students rising from the program have moved successfully into service placements across Seattle Public Schools.

Families/guardians actively seek to have their students participate in the EEU programs and express satisfaction with the services their students receive while at the EEU.

The EEU serves as a research model site for inclusive education and, through this partnership, will provide increased professional development for SPS staff in evidence based practices for meeting the needs of students with disabilities in inclusive settings. The work with the EEU is directly aligned with the district's Strategic Plan (Goal 1, Strategy 3, A & D). Curriculum provided by the EEU is aligned with national evidence based practices in early childhood education, there are multiple systems in place for gathering and analyzing student-level data to guide instruction, and high-quality instruction is tailored to meet the individual learning needs of students.

The EEU is a laboratory school that serves the region as a model of educational practices, particularly in the development of effective intervention for young students with disabilities served in inclusive settings. The services provided are consistent with students' Individualized Education Plans (IEPs). SPS Special Education staff maintains a close collaborative relationship with EEU staff, with frequent contact through a Program Specialist and School Psychologist, and at least monthly interactions between EEU administrative staff and SPS Special Education administrative staff. The SPS/EEU partnership is nationally known as an exemplary collaborative model to improve the education of students, and has been in effect for many years.

This contract reflects a 4% increase in cost per seat, that is offset by the reduction of kindergarten seats from 18 to 15 for the 2017-18 school year. The preschool seats will be maintained at 48 preschool seats and 24 Developmentally Appropriate Treatment for Autism (DATA) seats. A saving of \$9133.18 was left over from the reduction of kindergarten seats. This amount was added to the Technical Support contract to increase support on inclusion practices for the 4 pilot Seattle Preschool Program Plus (SPP Plus) classes. These changes keep the overall cost of the contract budget neutral for the 2017-18 school year.

The current Technical Support contract has one inclusion coach from the Haring Center working with three school sites (Wing Luke, Leschi and Thornton Creek). The schools chosen were continuum schools that were demonstrating some current inclusion practices and were interested in increasing their knowledge and skills to provide meaningful inclusion opportunities for students with a variety of special education needs. The model has been to "train the trainer" so that schools can maintain and grow their skills from within their staff. For the 2017-18 school year, the plan is to begin a second cohort of three schools. The inclusion coach will meet with new schools and develop goals with each school. The schools chosen will be continuum schools who have expressed interest in increasing their inclusive practices for students with a variety of special education needs. The inclusion coach will also work with the schools from the first cohort to develop a maintenance plan for skills that have been grown. In addition to the school age support, a second inclusion coach from the Haring Center will work with staff from our four SPP Plus preschool classes to increase and support inclusion practices in these programs.

b. Alternatives:

Board approval is requested at this time in order to ensure that services will be ready for students on the first day of school for the 2017-18 school year.

Preschool and Kindergarten Services can be provided in-District as an alternative; however, the collaborative and ongoing training implemented by the staff members and professors at the University of Washington with direct support of research-based practices in instruction and services could not be fully replicated for specific students who would benefit from increased inclusion based services at this time. There are no other research institutes with professors and staff members overseeing and participating in direct instruction on a university campus based early childhood center as part of their own training. This is a year-to-year contract; if an alternate research institute could provide classrooms and collaborative professional development on research-based practices, a Request for Proposal would be initiated to identify and select an institute to enter into a contract agreement. District practices will increase in this area each year, and will be considered in relationship to this contract on a year-to-year basis as district expertise and inclusion based practices for students whose IEPs require more intensive services increase and expand.

c. Research:

Please see the information supplied above.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$1,205,241.66.

The revenue source for this motion is General Education funding and State Special Education Funding.

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

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

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

During the 2015-16 school year, there was a great deal of community public testimony and written communication expressing a desire to have Seattle Public School continue the partnership with the Haring Center at the University of Washington. During the 2016-17 school year, staff from the Early Childhood Special Education Department conducted five regional meetings with parents of students rising from preschool into kindergarten for the 2017-18 school year. Information was provided for the process to apply for seats at the EEU. The Principal from the EEU participates in the Early Childhood Education Assistance Program (ECEAP) Family Council. These meetings are opportunities for parents from around the region to share what they would like in early learning programs for their children. The feedback is shared between EEU and SPS.

The District's Community Engagement tool was used informally to create this engagement rating. Training on the use of the tool has not been completed at this time.

7. EQUITY ANALYSIS

A student's English Language Learner (ELL) status would not preclude them from participation in the EEU. To increase participation interpreters are provided for meetings and events. The

EEU has interns working in their program, many of whom are bilingual. If a child needs first language support, staff at the EEU will try to pair an intern who speaks that language to the classroom of the student in need. The district has started to divide EEU kindergarten seats regionally to ensure that students and families from around the district are represented in this all city program.

Some disadvantages to the EEU are the lack of formal ELL supports since students are not labeled ELL until they are kindergarten age. There are also limited opportunities for twice exceptional students because there are limited programmatic or cohort modes for this student population.

The District's Equity Analysis tool was used to create this rating. The first part of the Race and Equity training was conducted with the Special Education department and this was applied when using the Equity tool.

8. STUDENT BENEFIT

Students will receive the special education services as outlined in their IEP while participating in an environment that will help to increase the evidence based practices that can be used to increase inclusion opportunities for all students with special needs.

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

Board Policy 2161 speaks to the provision of Free and Appropriate Public Education for students qualified for special education services. The programs at the EEU are part of a continuum of services provided for preschool and kindergarten students.

Board Policy 6220 speaks to the value of contracts that must be brought to the Board for a vote. This contract exceeds the threshold of \$250,000.00 and therefore requires a vote by the Board.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Curriculum & Instruction Policy Committee meeting on May 08, 2017. The Committee reviewed the motion and moved the item forward for consideration as amended with substantive changes by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, services outlines in the contracts will commence beginning September 1, 2017.

13. ATTACHMENTS

- Draft Interagency Agreement (for approval)



Interagency Agreement

Between

Seattle School District No. 1

And

University of Washington
Experimental Education Unit

This Interagency Agreement ("Agreement") is made and entered into as of the date of the last signature below ("Effective Date"), by and between Seattle School District No. 1, a Washington municipal corporation ("District"), and the University of Washington (UW), an institution of higher education and agency of the state of Washington ("University"), to provide services to District students and staff through programming offered by the University's Experimental Education Unit ("EEU").

This Agreement is in Support of Strategic Goal:

- Ensure educational excellence & equity for every student.
 - (Goal 1, Strategy 3, A & D)

I. PURPOSE

The purpose of this Interagency Agreement is to set forth the terms and conditions under which the District will provide funding and oversight for the following services to be performed by EEU:

- Educational services for up to 48 preschool students, including extended day services for up to 24 students; and
- Educational services for up to 15 special education-eligible kindergarten students; and
- Technical support and training to staff and services to students in identified classrooms within Seattle Public Schools

The EEU serves as a research model site providing inclusive education. Through this partnership, professional development opportunities will be provided for District staff in evidence-based practices for meeting the needs of early learning and primary aged students with disabilities through the activities outlined in this Agreement. The collaboration with the University's EEU is directly aligned with the District's Strategic Plan (Goal 1, Strategy 3, A & D). Curriculum provided by the EEU is aligned with national evidence-based practices in early childhood education, with multiple systems in place for gathering and analyzing student-level data to guide instruction that is tailored to meet the individual learning needs of students.

The University's EEU is a laboratory school that serves the region as a model of educational practices, particularly in the development of effective interventions for young students with

disabilities served in inclusive settings. The services provided by the EEU shall be consistent with students' Individualized Education Plans (IEPs).

Specific District student populations who have not had the benefit of specific practices offered by the EEU due to the intensity of their special education service needs can also benefit from the educational services provided at the EEU.

The ongoing incorporation of evidence-based practices within District classrooms and the ongoing services needed to meet the goals stated within the purpose section above will be considered in the evaluation of this Agreement on a year-to-year basis.

II. RESPONSIBILITIES OF THE DISTRICT

a. Preschool Services:

- i. Provide some related services for up to 48 preschool students eligible for special education included in this Agreement such as:
 1. Vision services;
 2. Audiology services;
 3. Assistive Technology services;
 4. School psychology services;
 5. Transportation; and
 6. Other supports as determined in a student's IEP, such as special medical needs requiring additional staff.
- ii. Retain responsibility to ensure the services provided by the EEU are in compliance with all state and federal laws that are applicable to the District including, but not limited to, relevant sections of the Washington Administrative Code (WAC), Family Education Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA).
- iii. Retain responsibility for the provision of a free, appropriate public education (FAPE) to eligible students, and oversight of the IEP meetings for such students served by the EEU. If the EEU conducts evaluations or IEP meetings as part of its duties in this Agreement, the District will ensure that all applicable requirements of Part B of the IDEA and corresponding state WACs are met.
- iv. Oversight requirements:
 1. Complete monthly compliance reviews including all applicable District and state preschool standards and special education requirements per the WAC, IDEA and District Adopted Policy and Procedures, including all District, state, and federal reporting requirements, and OSPI special education compliance standards. Preschool service provision for eligible students will also be monitored monthly per District and state preschool service guidelines. Specific guidelines will be provided by the District to the EEU, including expectations for student schedule reviews and updates, specification of specially designed instruction within each student's school day, progress monitoring of students, and consistency between the areas of qualification within the student's Evaluation, the respective IEP service matrix, student schedule, and the student's receipt of services within an appropriate Least Restrictive Environment;
 2. Conduct site visits at least quarterly;

3. Review student schedules developed by the EEU that demonstrate the provision of specially designed instruction within the student's Least Restrictive Environment;
4. Monitor the provision of services (both preschool and special education services);
5. Provide professional development opportunities for EEU staff regarding federal and state compliance requirements, District Policy and Procedure updates, the riser enrollment process, and any other applicable District adopted initiatives related to the provision of services in this Agreement;
6. Provide quarterly updates of the District policy and procedure manual to the EEU.

b. Kindergarten Services:

- i. Provide some related services for up to 18 kindergarten students eligible for special education included in this Agreement such as:
 1. Vision services;
 2. Audiology services;
 3. Assistive Technology services;
 4. School psychology services; and
 5. Transportation; and
 6. Other supports, as determined in a student's IEP, such as special medical needs requiring additional staff.
- ii. Retain responsibility to ensure the services provided by the EEU are in compliance with all relevant state and federal laws that are applicable to the District, including, but not limited to, relevant sections of the WAC, FERPA and IDEA.
- iii. Retain responsibility for the provision of a free, appropriate public education (FAPE) to eligible students, and oversight of the IEP meetings for such students served by the EEU. If the EEU conducts evaluations or IEP meetings as part of its duties in this Agreement, the District will ensure that all applicable requirements of Part B of the IDEA and corresponding state WACs are met.
- iv. Oversight requirements:
 1. Complete monthly compliance reviews including all applicable general education and special education requirements per the WAC, IDEA and District adopted Policy and Procedures, including all District, state and federal reporting requirements, and OSPI special education compliance standards. The kindergarten service provision for these students will also be monitored monthly per district general education service guidelines. Specific guidelines will be provided by the District to the EEU, including expectations for student schedule reviews and updates, specification of specially designed instruction within each student's school day, progress monitoring of students and consistency between

the areas of qualification within the student's Evaluation, the respective IEP service matrix, student schedules and the student's receipt of services within an appropriate Least Restrictive Environment;

-
2. ~~Conduct site visits at least quarterly;~~
 3. Review student schedules developed by the EEU that demonstrate the provision of specially designed instruction within the student's Least Restrictive Environment;
 4. Monitor the provision of both general education and special education services;
 5. Provide professional development opportunities for EEU staff regarding federal and state compliance requirements, District Policy and Procedure updates, the riser enrollment process and other applicable District adopted initiatives related to the provision of services in this Agreement;
 6. Provide quarterly updates of the District policy and procedure manual to the EEU.

c. Technical Assistance, Training, and Coaching Services:

- i. Identification of District sites for EEU support.
- ii. Coordination and collaboration of professional development activities between the EEU and District.
- iii. Release time for identified school personnel to participate in training at least 1 day a quarter, or the equivalent. Additional time for monthly collaboration and implementation/data review will also be available to identified school teams.
- iv. Retain responsibility for compliance with all state and federal laws that are applicable to the District and related to the services outlined in this Agreement including, but not limited to, applicable areas of the WAC, FERPA and IDEA.

III. RESPONSIBILITIES OF THE EEU

a. Preschool Services:

- i. Special education services will be provided by the EEU for up to 48 pre-school students. These services include:
 1. Specially designed instruction for cognitive/pre-academic, social/behavioral, adaptive life skills, communication and/or motor services for eligible students.
 2. Related services and/or supplementary aides and services provided by Speech and Language Pathologists and/or Occupational and Physical Therapists and/or any other supplementary aides and services as specified in each student's IEP.
 3. Extended Day Services aligned with District adopted special education policies and procedures for up to 24 students.

- ii. Services provided by the EEU will comply with all relevant state and federal laws that are applicable to the District including, but not limited to, FERPA and IDEA.
- iii. Oversight requirements:
 - 1. Provide timely individual student schedules to the District that identify the provision of specially designed instruction, preschool services, and Least Restrictive Environment status for each student served through this Agreement;
 - 2. Complete timely corrections of non-compliance identified through District compliance reviews (within one month from the date of notification of non-compliance by the District);
 - 3. Ensure attendance of EEU classroom staff at annual professional development activities provided by the District and related to District policy and procedure updates, compliance requirements, the riser process, and any other applicable District adopted initiatives related to the provision of services described in this Agreement;
 - 4. Complete trimester progress updates using IEP Online, and provide quarterly updates regarding general preschool services;
 - 5. Comply with safety net oversight for students who meet the threshold
 - 6. Comply with all applicable District Special Education department adopted policies and procedures
- iv. The EEU will not charge District students tuition for enrollment in the program.
- v. Provide instruction free of sectarian or religious influence or control.
- vi. Use curriculum reviewed and approved by the District for the provision of Special Education and general Preschool Services and.
- vii. Provide the District with timely and accurate enrollment reports, attendance records, updated IEPs and Evaluations, and progress updates for both general preschool services and special education IEP goals.

b. Kindergarten Services:

i. Provision of Student Services:

- 1. Special education services will be provided by the EEU for up to 15 kindergarten students. These services include:
 - a. Specially designed instruction for cognitive/pre-academic, social/behavioral, adaptive life skills, communication and/or motor services for eligible students as specified in each student's IEP. These services will be provided within each student's Least Restrictive Environment (as identified within their IEP), and documented in each student's schedule. Each student's schedule will be updated by EEU, and provided to designated District staff each month.
 - b. Related services and/or Supplementary aides and services provided by Speech and Language Pathologists and/or

Occupational and Physical Therapists as related services and/or supplementary aides and services as specified in each student's IEP.

~~ii. Compliance with all applicable state and federal laws related to the provision of services identified in this Agreement including, but not limited to, relevant sections of the WAC, FERPA and IDEA.~~

iii. Oversight requirements:

1. Provide timely individual student schedules to the District that identify the provision of specially designed instruction, general education services, and Least Restrictive Environment status for each student served through this Agreement;
2. Complete timely corrections of non-compliance identified through District compliance reviews (within at least one month from the date of notification of non-compliance by the District);
3. Ensure attendance by EEU classroom staff at District annual professional development activities provided by the District, and related to District policy and procedure updates, compliance requirements, the riser enrollment process and other applicable District adopted initiatives related to the provision of services described in this Agreement;
4. Complete trimester progress updates for each student using IEP Online
5. Comply with safety net requirements for students meeting the threshold
6. Comply with all applicable District and Special Education Department adopted policies and procedures

iv. The EEU will not charge any District identified students in this Agreement tuition for enrollment in the program.

v. Provide instruction free of sectarian or religious influence or control.

vi. Use curriculum reviewed and approved by the District for the provision of Special Education and General education services; and.

vii. Provide the District with timely and accurate enrollment reports, attendance records, updated IEP and Evaluations, and progress updates for both general and special education reporting purposes.

viii. The EEU may contract with other districts to fill three (3) additional seats, but the overall ratio will remain 50% typical students and 50% students with disabilities.

c. Technical Assistance, Training, and Coaching Services:

- i. Provision of Technical Assistance to school sites identified by the District utilizing the services of two (2) EEU continuing education specialists.
- ii. Training in the form of workshops and/or webinars, for specific District schools and staff, or for specified District training days.
- iii. Coaching for identified District staff at school sites identified by the District.

- iv. Development of hard copy and/or electronic products to support professional development identified by the District.
- v. Opportunities for District staff to observe EEU classrooms modeling evidence based practices.
- vi. Specific topics and focal areas will be identified jointly by the EEU and the District with the intent of highlighting evidence based practices and research based methods related to other special education areas that have been determined as effective in EEU classrooms and research performed by the UW.

IV. **CONTRACT PERIOD**

The effective date of this Interagency Agreement shall be from September 1, 2017 – August 31, 2018. This Agreement shall remain in effect unless terminated by either party.

V. **TERMINATION**

Either party may terminate this Interagency Agreement with 30 days written notice at any time for any reason. In addition, the District may terminate this Agreement with written notice effective immediately, if it determines such action is necessary for the health, safety or education of students or staff. In the event of termination prior to the completion of this Agreement, the EEU shall be entitled to receive fair and equitable compensation for any satisfactory work completed prior to the termination of the Agreement, and the District will not be obligated for any work scheduled after the effective date of the termination.

VI. **COMMUNICATION RESPONSIBILITIES**

Designated District and EEU staff will meet monthly for the duration of this Agreement to discuss the implementation of the Agreement and progress of the services provided to the identified students, and progress towards meeting the purposes of this Agreement as specified above in Section I. Notes will be taken at these meetings by the representatives, and copies of the notes will be provided to all parties within 7 business days of each meeting. Identified parties include the District Special Education Early Childhood Supervisor.

VII. **PAYMENT**

The annual amount of this Agreement shall not exceed \$1,205,241.66. This amount constitutes payment in the following areas of service:

Preschool Services	\$853,087.87
Kindergarten Services	\$272,637.61
Technical Assistance, Training, and Coaching Services	\$79,516.18
TOTAL	\$1,205,241.66

Method:

The EEU will invoice the District by the 5th of each month for services delivered the previous month under this Agreement. The District will reimburse the EEU each month from October

through July for student services provided from September to June. Partial month services will be prorated by days of service. Documentation of daily attendance will be required with each monthly invoice.

Preschool Services:

Amount includes \$11,496.75 per student for up to 48 pre-school students and \$12,551.82 per student for extended day services for up to 24 of the 48 pre-school students.

Kindergarten Services:

The reimbursement rate will be \$1817.58 per student per month. Documentation of student daily attendance must be included with all invoices.

Technical Assistance, Training, and Coaching:

Costs include up to \$1000.00 per year for staff mileage, and up to \$1000.00 per year for supportive materials.

VIII. NONDISCRIMINATION

The University and District agree that no student will be unlawfully excluded from participation on the grounds of sex, race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal, or marital status.

IX. BACKGROUND CHECK

The University agrees that all staff assigned to work in a District school or with District students under this Agreement will have undergone a current criminal history background check.

University staff without unsupervised access to students will undergo a name and birthdate background check with the Washington State Patrol. For the purposes of this Agreement, "unsupervised" means not in the presence of another employee or volunteer and working with children under sixteen years of age or developmentally disabled persons of any age.

University staff who will have regularly scheduled unsupervised access to students will have their records checked through the Washington State Patrol criminal identification system and through the Federal Bureau of Investigation. The record check will include a fingerprint check using a complete Washington state criminal identification fingerprint card.

Background checks must be paid for by University, and may be done through the District's Safety and Security Department. It is the responsibility of the University to make sure that all necessary background checks have been conducted before individuals are assigned to work in a District school or building or with a District student. It is the expectation for any staff from the EEU who, as a result of this Agreement, would come in contact with any student served by this

Agreement will have current fingerprint and background checks. Any exceptions will need to be approved by the District, and ensure that no direct student access or access to student data will be part of the work of any staff members considered for an exception to current fingerprint or background check expectations.

If any criminal history is reported as a result of the background checks, or other information available to the University, the University must share that information with the District, and the District will decide if that particular staff person may be assigned to a District school or student as part of this Agreement.

X. INDEPENDENT CAPACITY

The employees of each party who are engaged in the performance of the Agreement shall continue to be employees or agents of that party and shall not be considered to be employees or agents of the other party.

XI. INSURANCE AND INDEMNIFICATION

a. Insurance

Each party to the Agreement will provide the other with a Certificate of Insurance, or evidence of Self-Insurance, that documents insurance coverage for claims to personal injury or property damages that may arise from or in connection with the performance of the Agreement, with limits of not less than \$1,000,000 per occurrence.

b. Indemnification

The University agrees that to the fullest extent permitted by law, the 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 the University under this Agreement. The terms of this section shall survive termination of this Agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the University, 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, suits, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by District under this Agreement. The terms of this section shall survive termination of this Agreement.

XII. DISTRICT USE

All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, educational materials, curriculum and instructional material, books, workbooks,

videos, and completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. It is agreed by the Contractor that the services provided to the District are specially ordered or commissioned and that such services are rendered on a work-made-for-hire basis. This confirms ownership by the District of all right, title, and interest, including all right of copyright, in and to any work of authorship created under this Agreement. If for any reason it is determined that services were not provided under a work-made-for-hire situation, the Contractor irrevocably and permanently assigns to the District all ownership interest to any work created under this Agreement. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this contract. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

XIII. DISTRICT LICENSE

District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Contractor, any of its subcontractors, or any employee(s) of Contractor in connection with this contract. District shall hold Contractor or its subcontractors harmless for District's reuse of documents on a project other than this project.

XIV. 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 Lead:

Dr. Michaela Clancy, Director of Special Education
Seattle Public Schools
PO Box 34165, MS 32-150
Seattle, WA 98124-1165

And also to:

Office of the General Counsel
Seattle Public Schools
PO Box 34165, MS 32-151
Seattle, WA 98124-1165

To the University:

Experimental Education Unit
Haring Center, University of Washington
Box 357925
Seattle, WA 98195-7925

XV. 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 Agreement must be in writing and be signed by each party.
- c. Governing Law. The terms of this Agreement shall be interpreted according to an enforced under the laws of the State of Washington. The parties agree that any judicial proceedings will take place in Seattle, Washington.
- d. 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.
- 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 Agreement will not create a continuing waiver or any expectation of non-enforcement.
- g. 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.
- h. Debarment. University, by accepting 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. University 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 District.
- i. Audit Cooperation: University agrees to provide reasonable cooperation with any inquiry by the District, State, or Federal Auditor relating to the performance of this contract. The University will maintain and have available for audit or review by the District, state, or federal authorities documentation of enrollment, hours of instructional activity participated in by the students, personnel data, and financial data including all revenues and expenditures pertaining to the Agreement. The District has the right to audit records of the University relating to payment or performance under this contract, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of future contracts.

By signing below, each signatory represents that it has the authority to execute this Interagency Agreement.

SEATTLE SCHOOL DISTRICT NO. 1

UNIVERSITY OF WASHINGTON

Signature

Signature

Printed Name


Printed Name

Title

Title

Date

Date



Ilene Schwartz

Director

5/4/17