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Seattle School District No. 1

2445 3rd Avenue South, Seattle WA 98124

MEMORANDUM OF UNDERSTANDING AMENDMENT ROUTING FORM

DATE: August 21, 2024
FROM: School & Community Partnerships
RE: Southwest Youth & Family Services MOU Amendment 2024-25

APPROVAL ROUTING	APPROVED BY	DATE
1. Central office or School-based MOU initiator	DocuSigned by: Lisa Davidson 99434CC92FD1412...	9/6/2024
2. Legal Counsel Review	DocuSigned by: Gregory C. Narver 238AB6EB757D440...	9/6/2024

Required MOU Attachments:

1) Community partner's insurance certificate naming SPS as additional insured, with at least $1 million in general liability insurance

MOU Amendment Summary:

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AMENDMENT TO
School & Community Partner
Memorandum of Understanding
In support of Strategic Goals

THIS AMENDMENT ("Amendment") is made by and between Seattle School District No. 1 ("District") and Southwest Youth & Family Services ("Community Partner" or "Community Organization"), the parties to a Memorandum of Understanding ("Agreement") dated August 22, 2023

WHEREAS, the Agreement requires that any amendment must be in writing and signed (XVI. b. Amendment); and

WHEREAS, the District and Community Organization wish to amend certain terms of the Agreement.

NOW, THEREFORE, the District and Community Organization (the "Parties") agree as follows:

1. To delete and replace *School Partner* (Agreement, Page 2) with the following:
   Alki Elementary School
   Chief Sealth International High School
   Denny International Middle School
   Fairmount Park Elementary School
   Garfield High School
   Gatewood Elementary School
   Genesee Hill Elementary School
   Hawthorne Elementary School
   Interagency Academy
   Leschi Elementary School
   Louisa Boren STEM K-8
   Madison Middle School
   Meany Middle School (added 1.9.25)
   Mercer Middle School
   Nova High School Pathfinder K-8
   Roxhill Elementary School
   Sanislo Elementary School
   Seattle World School
   The Center School
   Thurgood Marshall Elementary School
   West Seattle High School
   West Seattle Elementary School

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2. To delete and replace *Partnership Term* (Agreement, Page 2), with the following: 9/1/2024 – 8/31/2025

3. Replace *Appendix A* with the attached *Appendix A* to establish compliance with *IX. Background Check*, *X. Sexual Misconduct Training*.
   Note:
   - All previously submitted *Appendix A* documents will be retained with this Agreement.
   - The *Appendix A* for 2024-25 must be provided prior to starting student services under this Agreement.

4. This Amendment shall amend, modify, and supplement the Agreement between the Parties. In the event of any conflict or inconsistency between the provisions of the Agreement and/or any other amendments to the Agreement, the provisions of this Amendment shall control and govern. Any other provisions of the Agreement that are not modified in writing shall remain in full force and effect.

5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON.

THIS AMENDMENT shall become effective as of the last date of signature. By signing below, each signatory represents that it has the authority to execute this amendment.

SOUTHWEST YOUTH & FAMILY SERVICES	SEATTLE SCHOOL DISTRICT NO. 1
_____	DocuSigned by: Kristy Magyar 4FA0ABB19BAF46D... _____
Signature	Signature
Ben Berger	Kurt Buttleman
Name	Name
Counseling Director	Assistant Superintendent of Finance
Title	Title
8/21/24	9/9/2024
Date Signed	Date Signed

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APPENDIX A

Background Check Assurance

Prior to beginning work with students of Seattle School District No. 1, community partners must ensure that staff have met the background check requirements. All paid and volunteer personnel of partners who work directly with students must pass an annual criminal background screen:

The WATCH (Washington State Patrol) background check is sufficient for individuals who meet both of the following requirements:

- have contact with students and have resided in Washington State for more than three years
- have contact with students with other unrelated (through family ties) adults present at all times.

Partners must utilize their own WATCH account for individuals who provide services to SPS students. WATCH screens are free for non-profit organizations.

A national background check is required for individuals who meet one or both of the following criteria:

- have contact with students and have resided in Washington State for less than three years from the date the background check is performed
- have contact with students without another unrelated (through family ties) adult present at all times.

The national background check is required once; in subsequent years the WATCH screen is sufficient. Partners may utilize SPS' national background check vendor if they don't have their own background check vendor. The cost is generally $31, but can be more if you have lived out of state.

If a positive criminal history is reported, Community Partner must share that information with the District Community Partnerships Department (notify communitypartnerships@seattleschools.org) and the District shall make a final determination as to whether that particular staff person may be assigned to a District school or student.

The following crimes will automatically disqualify a person from working with students:

Felony indecent exposure
First or second degree criminal mistreatment
1st/2nd degree abandonment of a dependent person
Endangerment with a controlled substance
1st/2nd degree murder
Homicide by abuse
1st/2nd degree manslaughter
1st/2nd degree assault
1st, 2nd, or 3rd degree assault of a child
Drive-by shooting
Promoting a suicide attempt
Malicious harassment
Custodial assault
1st, 2nd, or 3rd degree rape
1st, 2nd, or 3rd degree rape of a child
1st, 2nd, or 3rd degree child molestation
Sexual misconduct with a minor in the 1st degree
Indecent liberties
Sexually violating human remains
Voyeurism

Criminal trespass against children
1st/2nd degree custodial sexual misconduct
Felony failure to register if the person has been convicted of failing to register on at least one prior occasion.
Any sex offense felony where the charge is criminal attempt, criminal solicitation, or criminal conspiracy to commit such crimes.
Incest
Child selling or buying
Sexual exploitation of a minor

Sending, bringing into state, possession,
viewing, and dealing in depictions of minor
engaged in sexually explicit conduct
Felony communication with minor for immoral purposes.
Commercial sexual abuse of a minor

Promoting commercial sexual abuse of a minor
Promoting travel for commercial sexual
abuse of a minor
Felony violation with sexual motivation
1st/2nd degree kidnapping
1st/2nd degree promoting prostitution
1st/2nd degree robbery

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List staff who have completed WATCH background check:
See Table Below

List staff who have completed national background check:
See Table Below

Name	10 Years Multi-State Background Checks	Findings No (N) Yes (Y)	Washington State Patrol Annual Background Checks	Date of Report	Findings NO (N) Yes (Y)
Ben Berger	✓	N	✓	08/20/2024	N
Megan Bokan	✓	N	✓	08/20/2024	N
Wynter Mayhle	✓	N	✓	08/20/2024	N
Giselle Montemayor Solis	✓	N	✓	08/20/2024	N
Emily Johnsrud	✓	N	✓	08/20/2024	N
Luwam Kidane	✓	N	✓	08/20/2024	N
Estephania Moreno Zegbe	✓	N	✓	08/20/2024	N
Diane Payne-Evans	✓	N	✓	08/20/2024	N
Rosario Rodriguez	✓	N	✓	08/20/2024	N
Gabriella Russell	✓	N	✓	08/20/2024	N
Sarah Stewart	✓	N	✓	08/20/2024	N
Wise Megan	✓	N	✓	08/20/2024	N
Brian Huynh	✓	N	✓	08/20/2024	N
Mark Mirante	✓	N	✓	08/20/2024	N
Emily Johnsrud	✓	N	✓	08/20/2024	N
Orie Kimura	✓	N	✓	08/20/2024	N
Thea Deanon	✓	N	✓	08/20/2024	N
Ernesto Montes	✓	N	✓	08/20/2024	N
Deborah Tesfay	✓	N	✓	08/20/2024	N
Nikki Przasnyski	✓	N	✓	08/20/2024	N
Thao-Chi Pham	✓	N	✓	08/20/2024	N

Sexual Misconduct Training Course Requirement Assurance
Prior to beginning work with students of Seattle School District No. 1, community partners must ensure that any adult, staff, or volunteer who has any form of supervised or unsupervised access to children, regardless of whether that access is scheduled or unscheduled, has completed Seattle School District No. 1's Adult Sexual Misconduct Training Course Requirement, found here: https://www.seattleschools.org/cms/One.aspx?portalId=627&pageId=18626.
This training must be completed prior to the adult, staff, or volunteer having any supervised or unsupervised access to children.

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APPENDIX B

Partnership Contact Information

Make sure each party (the school/District representative and the community organization/partner representative) have a copy of this page.

Community Partner/Organization main point of contact:
Name: Ben Berger
Phone: **206-683-0414**
Email: bberger@swyfs.org
Preferred method of communication: Phone
Back-up contact person in case of emergency: Nancy Whitlock nwhitlock@swyfs.org

School or district main point of contact:
Name: Lisa Davidson
Phone: 206-252-0859
Email: lmdavidson@seattleschools.org
Preferred method of communication: email
Back-up contact person in case of emergency: Pat Sander, psander@seattleschools.org

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Seattle School District No. 1

2445 3rd Avenue South, Seattle WA 98124

MEMORANDUM OF UNDERSTANDING ROUTING FORM

DATE: August 22, 2023

COMMUNITY ORGANIZATION: Southwest Youth & Family Services

INTERNAL ROUTING

ROUTING	APPROVED BY	DATE
1. Department or School Lead	DocuSigned by: Lisa Davidson 99434CC92FD1412...	8/30/2023
2. Legal	DocuSigned by: Roxane O'Connor C19C15D058D34E0...	8/30/2023

ORGANIZATION CONTACT INFORMATION:

Point-of-Contact:
Name: Wynter Mayhle
Phone: 425-283-8563
Email: wmayhle@swyfs.org

Back-up Point-of Contact:
Name: Nancy Whitlock
Phone: 206-937-7680
Email: nwhitlock@swyfs.org

DISTRICT CONTACT INFORMATION:
Lead Point-of-Contact:
Name: Lisa Davidson
Phone: 206-252-0859
Email: lmdavidson@seattleschools.org

Back-up Point-of Contact:
Name: Pat Sander
Phone: 206-252-0705
Email: psander@seattleschools.org

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THIS COLLABORATION SUPPORTS THE FOLLOWING STRATEGIC GOAL(S): [Please select one]

- ☐ High Quality Instruction and Learning Experiences
- ☐ Predictable and Consistent Operational Systems
- ☐ Culturally Responsive Workforce
- ☒ Inclusive and Authentic Engagement

THIS COLLABORATION SUPPORTS THE FOLLOWING WHOLE CHILD ELEMENT(S): [Please select one]

- ☐ Academic Learning
- ☐ Basic Needs
- ☒ Behavior/Social Emotional Learning
- ☐ College & Career Readiness
- ☐ Expanded Learning
- ☒ Family Engagement & Support
- ☒ Health & Wellness
- ☒ Racial/Cultural Identity
- ☐ Readiness and Transitions
- ☐ School Culture & Climate

PARTNERSHIP SUPPORT(S): [Please select what supports your organization would benefit from to support partnership please select one or more]

- ☐ Onboarding
- ☐ Professional Development
- ☐ Review Meetings
- ☐ Onboarding
- ☐ Best Practices In Partnerships
- ☐ Understanding Data Tools
- ☒ Building Stronger School Relationships

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APPENDIX A - BACKGROUND CHECK ASSURANCE

Prior to beginning work with students of the District, Community Organizations must ensure that each official, agent, employee, and volunteer have satisfied the District's background check requirements. All paid and volunteer personnel of Community Organizations who work directly with District students must pass an annual criminal background check.

The WATCH (Washington State Patrol) background check is acceptable for a Community Organization official, agent, employee, or volunteer who satisfies both of the following criteria. The person:

1. Has resided in Washington State for more than three years; AND
2. Their contact with students will always be supervised by an adult (unrelated through family ties).

A national background check is required for a Community Organization official, agent, employee, or volunteer who satisfies one or both of the following criteria. The person:

1. Has resided in Washington State for less than three years from the date of the background check; AND/OR
2. Their contact with students will be unsupervised.

Community Organizations must use their own WATCH account. WATCH background checks are free for non-profit organizations. For-profit organizations must provide payment to the Washington State Patrol for background checks performed.

The national background check is required once. In subsequent years, a WATCH background check is required. Community Organizations may utilize Verified Volunteer – the District's national background check vendor. The cost is generally $31 but can be more if the subject has lived out of state.

If a positive criminal history is reported, Community Organization will share that information with the District Community Partnerships Department at communitypartnerships@seattleschools.org. The District will determine whether the person may be assigned to work in a District school or with a District student.

The following crimes will automatically disqualify a person from working with students

Felony indecent exposure First or second degree criminal mistreatment 1st/2nd degree abandonment of a dependent person
Endangerment with a controlled substance
1st/2nd degree murder
Homicide by abuse
1st/2nd degree manslaughter
1st/2nd degree assault
1st, 2nd, or 3rd degree assault of a child
Drive-by shooting
Promoting a suicide attempt
Malicious harassment
Custodial assault
1st, 2nd, or 3rd degree rape
1st, 2nd, or 3rd degree rape of a child
1st, 2nd, or 3rd degree child molestation
Sexual misconduct with a minor in the 1st degree
Indecent liberties
Sexually violating human remains
Voyeurism
Criminal trespass against children
1st/2nd degree custodial sexual misconduct
Felony failure to register if the person has been convicted of failing to register on at least one prior occasion.
Any sex offense felony where the charge is criminal attempt, criminal solicitation, or criminal conspiracy to commit such crimes.
Incest
Child selling or buying
Sexual exploitation of a minor

Sending, bringing into state, possession,
viewing, and dealing in depictions of minor
engaged in sexually explicit conduct
Felony communication with minor for immoral
purposes.
Commercial sexual abuse of a minor
Promoting commercial sexual abuse of a minor
Promoting travel for commercial sexual
abuse of a minor
Felony violation with sexual motivation
1st/2nd degree kidnapping

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1st/2nd degree promoting prostitution
1st/2nd degree robbery

List staff who completed and passed a WATCH background check:

2023 Background Check Verification

Ben Berger
Megan Bokan
Wynter Mayhle
Giselle Montemayor Solis
Leticia Drummond
Emily Johnsrud
Luwam Kidane
Estephania Moreno Zegbe
Diane Payne-Evans
Rosario Rodriguez
Rosario Nava
Teal Rowe
Gabriella Russell
Manoela Silveira
Sarah Stewart
Megan Wise
Brian Huynh
Corey Perkins
Debra Williams
Mark Mirante

List staff who completed and passed a national background check:

Ben Berger
Megan Bokan
Wynter Mayhle
Giselle Montemayor Solis
Leticia Drummond
Emily Johnsrud
Luwam Kidane
Estephania Moreno Zegbe
Diane Payne-Evans
Rosario Rodriguez
Rosario Nava
Teal Rowe
Gabriella Russell
Manoela Silveira
Sarah Stewart
Megan Wise
Brian Huynh
Corey Perkins
Debra Williams
Mark Mirante
Zoe Vais
Halah Zumrawi
Megan Wise
Jodi Escareno
Orie Kimura

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SEXUAL MISCONDUCT TRAINING ASSURANCE

Community Organization agrees all officials, agents, employees, and volunteers will complete the District's Adult Sexual Misconduct Prevention Course prior to working in a District school or with District students: www.seattleschools.org/misconductvideo.

This training must be completed prior to the adult, staff, or volunteer having any supervised or unsupervised access to children.

List staff who completed the District's Adult Sexual Misconduct Prevention Course:

Megan Bokan
Wynter Mayhle
Giselle Montemayor Solis
Leticia Drummond
Emily Johnsrud
Luwam Kidane
Estephania Moreno Zegbe
Diane Payne-Evans
Rosario Rodriguez
Rosario Nava
Gabriella Russell
Sarah Stewart
Megan Wise
Brian Huynh
Corey Perkins
Debra Williams
Mark Mirante
Zoe Vais
Halah Zumrawi
Megan Wise
Jodi Escareno
Orie Kimura

Some of our staff are currently on Leave for parenting or medical. They will watch as soon as they return

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SPS & Community Organization
Memorandum of Understanding
Collaboration in support of the District's Strategic Goals

SCHOOL(S)* OR DEPARTMENT: See list below

COMMUNITY ORGANIZATION: **Southwest Youth and Family Services**

TERM OF COLLABORATION: **9/1/2023 – 8/31/2024**

- Alki Elementary School
- Chief Sealth International High School
- Denny International Middle School
- Gatewood Elementary School
- Genesse Hill Elementary School
- Hawthorne Elementary School
- Interagency Academy
- Leschi Elementary School
- Lousia Boren STEM K-8
- Madison Middle School
- Mercer Middle School (added 10-18-23)
- Nova High School
- Pathfinder K-8
- Roxhill Elementary School
- Sanislo Elementary School
- Seattle World School (in works of providing groups)
- The Center School
- West Seattle High School

Seattle School District No. 1 ("District") and the community organization named above ("Community Organization") (*collectively the* "Parties") agree to the following:

I. STATEMENT OF INTENT:

The District is committed to the creation and implementation of collaborations with community organizations that enhance the educational program of District schools, support the achievement of the District's strategic goals, and improve academic outcomes for District students. All collaborations with community organizations must:

a. Have measurable outcomes supporting the strategic goals of the District and individual school goals;
b. Follow all District policies and procedures including, but not limited to, District polices relating to building use and student safety; and
c. Continuously demonstrate substantial positive impact.

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II. THIS COLLABORATION SUPPORTS THE GOALS OF THE SCHOOL(S) IT SERVES:

Each year, District schools develop a Continuous School Improvement Plan (CSIP). CSIPs detail the areas the school plans to focus on, the goals they want to achieve, and their plan to achieve the goals.

Community Organization reviewed the CSIP for the school(s) included in this MOU __WM___ (initial)

III. STUDENT OUTCOMES FOCUSED GOVERNANCE (SOFG) GOALS AND GUARDRAILS:
Seattle Public Schools will work diligently to accomplish the goals of our strategic plan to ensure that SPS students receive a high-quality education in a safe, warm, and welcoming learning environment. To achieve this, the district has established Student Outcomes Focused Governance (SOFG) goals and guardrails which are aligned with Seattle Excellence, the district strategic plan. Please share in detail which goal you support and how:

At SWYFS we will seek to support SPS' goal 3 of career and college readiness. Our counseling approach is a trauma-informed multi-cultural lens where we support youth in identification of their strengths. We support students and their families with appropriate emotional development and interpersonal relationships which in turn creates room for successful matriculation.

IV. STUDENTS FURTHEST FROM EDUCATIONAL JUSTICE: At Seattle Public Schools, we are working to dramatically improve academic and life outcomes for Students of Color by disrupting the legacies of racism in our educational system. This work supports our commitment to make sure every student graduates prepared for college, a career, and community participation. Explain how your organization and services support this commitment:

SWYFS prides itself on a diverse workforce who can connect with a wide range of ethnicities and backgrounds through a culturally sensitive and trauma-informed lens.
Through counseling and case management services, SWYFS encourages growth and success defined by students centering the experiences and amplifying their voices.

V. SCOPE OF WORK:

a. Organizational Overview: We affirm and work to strengthen our community's many cultural, ethnic, racial, and linguistic identities, and believe further that building equitable relationships within and among these identities create a better community for all of us.

SWYFS has served the West & South Seattle community as a leader since 1979. Our focus has been and will continue to be supporting youth and families in the following areas: Behavioral Health, Youth Development, Education, New Futures after school programming and Family Advocacy.

b. Program Description:

Southwest Youth and Family Services (SWY&FS) provides culturally appropriate counseling services that are tailored to the individual needs, interests, strengths and goals of each youth and his/her/their family. Services are based on assessment results, guided by individualized treatment plans and encompass prevention and intervention strategies. In addition to individual and family counseling, Southwest Youth and Family Services may provide group counseling services. Group counseling consists of a set curriculum for a pre-designated number of weeks or meetings. Group curricula may include, but are not limited to, anger management, cultural understanding and appreciation, gender specific topics, self-esteem or healthy choices. Group members are pre- and post-tested for increased knowledge and understanding of the subject matter.

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c. Program Dates & Times: *School Hours*
d. Other Applicable Information: *N/A*

VI. MEASURABLE OUTCOMES:

This collaboration has the following measurable outcomes to prove its support of strategic goals of the district and individual goals of the schools it serves:

GOAL	MEASURABLE OUTCOME
75% will meet a self-directed goal	Pull report in EHR
One collaborate care contact per youth	Number of enrollments in HER with H2015 (collaborative care service = connecting with teacher or other school staff/resource)
Positive impact	Survey at the end of the year

VII. COMMUNITY ORGANIZATION/PROGRAM OPERATIONAL NEEDS:

Confidential meeting spaces along with Support of school admin and teachers to meet with students during class time.

VIII. SCHOOL OR DISTRICT OPERATIONAL NEEDS:

Consistent schedule for student services; clear referral process for school staff; communication with school staff regarding students being served, as appropriate; participation in relevant school-based meetings for students being served, as appropriate; compliance with SPS visitor check-in procedures

IX. COMMUNICATION:

Successful collaborations require professional communication between the Parties to support the stated goals and to achieve and track the measurable outcomes detailed in this MOU. The Parties agree to communicate as follows:

A communication schedule will be established at each school that meets the needs of both parties.

Community Organization will provide a report to the SPS Manager of Prevention and Intervention at the end of each school year. This report will include the number of students served at each school, evaluation of partnership goals listed in Section VI, and any successes or challenges experienced.

X. PAYMENT:

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

XI. TERMINATION:

This MOU may be terminated by either party at any time and for any reason, with 30 days written notice. Additionally, the District may terminate this MOU with written notice, effective immediately, if the District determines that such action is necessary to avoid disruption to the educational environment of the school and/or for the health or safety its students, officials, agents, employees, or volunteers.

XII. NONDISCRIMINATION:

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Community Organization will comply with the following nondiscrimination and equality in contracting provisions as mandated by federal and state law:

a. Americans with Disabilities Act: Community Organization will comply with all applicable provisions of the Americans with Disabilities Act (ADA) in performing its obligations under this MOU and shall provide such reports and information relative to the accessibility of services as may be requested by the District.
b. Discrimination: Community Organization will not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Community Organization shall affirmatively attempt to ensure that applicants are employed, and that employees are treated without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, during their employment period. Such efforts shall include, but are not limited to the following: employment, upgrading, demotion, transfer; recruitment, layoff, rates of pay, or other forms of compensation and training.

XIII. BACKGROUND CHECK:

Community Organization agrees all officials, agents, employees, and volunteers assigned to work in a District school or with District students under this MOU will undergo a criminal history background check. Background checks must be completed before individuals are assigned to work in a District school or with District students.

Community Organization will complete "Appendix A" listing each official, agent, employee, and volunteer and the type of background check each received in accordance with the requirements below. All Community Organization officials, agents, employees, and volunteers who work with students must pass an annual criminal background screen.

a. The WATCH (Washington State Patrol) background check is acceptable for a Community Organization official, agent, employee, or volunteer who satisfies both of the following criteria. The individual has:
    i. Resided in Washington State for more than three years; and
    ii. Their contact with students will always be supervised by an adult (unrelated through family ties).
b. A national background check is required for a Community Organization official, agent, employee, or volunteer who satisfies one or both of the following criteria. The individual has:
    i. Resided in Washington State for less than three years from the date of the background check; and/or
    ii. Contact with students will be unsupervised.

Community Organizations must use their own WATCH account. WATCH background checks are free for non-profit organizations. For-profit organizations must provide payment to the Washington State Patrol for background checks performed.

For individuals required to submit to a national background check, this background check is required once. In subsequent years, a WATCH background check is required. Community Organizations may utilize Verified Volunteer – the District's national background check vendor.

If a positive criminal history is reported, Community Organization will share the information with the District's Community Partnerships Department by contacting communitypartnerships@seattleschools.org. The District

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will determine if the individual may be assigned to a District school or student. Community Organization understands and agrees that as an independent contractor, employment decisions are always their own.

XIV. SEXUAL MISCONDUCT TRAINING:

Community Organization agrees all officials, agents, employees, and volunteers will complete the District's Adult Sexual Misconduct Prevention Course prior to working in a District school or with District students: www.seattleschools.org/misconductvideo.

Community Organization will complete "Appendix A" to prove compliance with the requirement.

XV. CONFIDENTIAL STUDENT INFORMATION:

Community Organization understands and agrees that the District will only provide identifiable student education records to the Community Organization upon receipt/approval of both parent/guardian-signed consent to release information form(s) and an executed data sharing agreement.

Community Organization also understands and agrees that any identifiable student education records received from the District are confidential and protected by federal law, the Family Educational Rights and Privacy Act ("FERPA"), and 20 U.S.C. Section 1232g. Community Organization further agrees that identifiable student education records received from the District will not be disclosed to any other person, agency, or entity without the prior written consent of the District unless required to make such a disclosure under an applicable law or court order. Community Organization further understands and agrees that any identifiable student education records obtained through this MOU may be used only to perform the services described in this MOU. The unauthorized or unlawful disclosure of student education records is just cause for the District to immediately terminate the MOU.

If applicable, Community Organization will maintain all therapeutic/health records in accordance with State of Washington regulations for Community Mental Health Agencies and the United States Health Insurance Portability and Accountability Act (HIPAA). Community Organization will only provide therapeutic records or treatment information to the District upon a signed consent to release information which must be authorized by the parent/guardian, or if the student is 13 years of age or older, by the student.

XVI. RESEARCH:

Community Organization has the right to present, publish, or use student results gained in the course of its collaboration, so long as publication, presentation, or use of the results is consistent with scientific standards, is outside the scope of a current District-supported research study, and does not include personally identifiable information of District students, staff, or parents/guardians. Should Community Organization use or collect data for the purpose of conducting a research study, Community Organization will submit a separate External Research Request prior to use or collection. To determine whether the proposed data use/collection constitutes a research study, Community Organization may reference the Research Guidelines located at https://www.seattleschools.org/wp-content/uploads/2021/07/RE_ResearchReviewGuidelines_ADA.pdf or contact the District's Office of Research & Evaluation.

XVII. INDEPENDENT CONTRACTOR:

The Parties are independent contractors. Nothing herein shall be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their officials, agents, employees, or volunteers, or any other legal arrangement that would impose liability upon one party for the act or failure to

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act of the other party. Neither party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.

XVIII. SITE ACCESS:

The District reserves the right to immediately prohibit any Community Organization official, agent, employee, or volunteer from entering District property if a District official determines that such action is necessary to avoid disruption to the educational environment of a school and/or for the health or safety the District's students, officials, agents, employees, or volunteers. The District reserves the right terminate this MOU for a violation that results in a site access prohibition for a Community Organization official, agent, employee, or volunteer.

XIX. INSURANCE AND INDEMNIFICATION:

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

b. Indemnification: Community Organization agrees that to the fullest extent permitted by law, Community Organization will hold harmless, defend, and indemnify the District, its agents, employees and board members from any liability, cost or expense, including and 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 Community Organization under this MOU. The terms of this section shall survive the termination of this MOU.

   The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Community Organization, its agents, employees, and board members from any liability, cost or expense, including and 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 the District under this MOU. The terms of this section shall survive the termination of this MOU.

XX. NOTICES:

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

And also to:

Office of Legal Counsel
Seattle School District No.1
PO Box 34165, MS 32-151
Seattle, WA 98124-1165

To the Community Organization:

Southwest Youth & Family Services
4555 Delridge Way SW
Seattle, WA 98106

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XXI. MISCELLANEOUS PROVISIONS:

a. Entire Agreement. This MOU 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 MOU must be in writing and be signed by each party.

c. Governing Law. The terms of this MOU shall be interpreted in accordance to, and 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 MOU is held invalid or unenforceable, the remainder of the MOU shall 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 MOU will not create a continuing waiver or any expectation of non-enforcement.

g. District Policies and Procedures. Community Organization agrees that all its officials, agents, employees, or volunteers providing services to District students under this MOU will comply with District policies, procedures, and guidelines, including all applicable District COVID-19 health and safety protocols. Community Organization will educate their officials, agents, employees, and volunteers of all applicable District policies, procedures, and guidelines before permitting work under this MOU to begin. District policies and procedures are available at: https://www.seattleschools.org/about/school-board/policy-and-procedure/

h. Counterparts. The Parties agree this MOU 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.

i. Debarment. Community Organization, by accepting this MOU, 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. Community Organization 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 the District. Please go to: https://www.seattleschools.org/wp-content/uploads/2021/07/6973.pdf to read Policy No. 6973.

j. Cooperation with District Auditor and State Auditor. Community Organization agrees to provide reasonable cooperation with any inquiry by either the District or the State Auditor relating to the performance of this MOU. The District has the right to audit records of Community Organization relating to payment or performance under this MOU, for one year after completion of this contract. Failure to cooperate may be cause for debarment from award of, or agreement to, future contracts.

THIS MOU SHALL BECOME EFFECTIVE AS OF THE LAST DATE OF SIGNATURE. BY SIGNING BELOW, EACH SIGNATORY REPRESENTS THAT IT HAS THE AUTHORITY TO EXECUTE THIS MOU.

SEATTLE SCHOOL DISTRICT NO. 1	SOUTHWEST YOUTH & FAMILY SERVICES
DocuSigned by: Amy Fleming B67589731 3E941E...	Wynter Mayhle (8/21/2023)
Authorized Signature	Authorized Signature
Amy Fleming	Wynter Mayhle
Printed Name	Printed Name

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Director of Accounting
Title

8/31/2023
Date

___Interim Counseling Director_____
Title

8/21/2023
Date