

Seattle School District No. 1

2445 3rd Avenue South, Seattle WA 98124



MEMORANDUM OF UNDERSTANDING AMENDMENT ROUTING FORM

DATE: August 12,2024
FROM: School & Community Partnerships
RE: ACRS MOU Amendment 2024-25

<u>APPROVAL ROUTING</u>	<u>APPROVED BY</u>	<u>DATE</u>
1. Central office or School-based MOU initiator	<div>DocuSigned by: <i>Lisa Davidson</i> 66439C0827D741E...</div>	<div>8/20/2024</div>
2. Legal Counsel Review	<div>DocuSigned by: <i>Gregory C. Narver</i> 238A86E8757D440...</div>	<div>8/20/2024</div>

- 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:



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 Asian Counseling and Referral Service ("Community Partner" or "Community Organization"), the parties to a Memorandum of Understanding ("Agreement") dated 09/01/2023.

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:

- Aki Kurose Middle School
- Bailey Gatzert Elementary School
- Ballard High School
- Beacon Hill International School
- Chief Sealth High School
- Cleveland High School
- Dearborn Park International Elementary
- Denny Middle School
- Dunlap Elementary School
- Franklin High School
- Garfield High School
- Hamilton Middle School
- Ingraham High School
- Interagency Academy
- Jane Adams Middle School
- John Muir Elementary School
- Kimball Elementary School
- Madison Middle School
- Maple Elementary School
- Martin Luther King Jr. Elementary
- McClure Middle School
- Mercer Middle School
- Nathan Hale High School
- Nova High School
- Rainier Beach High School
- Rainier View Elementary School
- Rising Star Elementary School
- Roosevelt High School
- Roxhill Elementary School
- Seattle World School
- South Shore PK-8
- Tops K-8
- Washington Middle School
- West Seattle High School

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 2024-26 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.

ASIAN COUNSELING AND REFERRAL SERVICE

SEATTLE SCHOOL DISTRICT NO. 1


Signature

Michael Byun
Name

Executive Director
Title

8-7-24
Date Signed

Docusigned by:

Signature

Kurt Buttleman
Name

Assistant Superintendent of Finance
Title

8/20/2024
Date Signed

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 robber

List staff who have completed WATCH background check:

Young Ryeol (Lydia) Chun	Di Han
Christine Ma	Cory Morimoto
Mervyn Yong Sheng Chua	Sera Han
Olivia Louko	Leslie Stewart
Pauline Theam	Aiko Boolen
Pauline Salgado	Bonnie Wang
May Tam	Grace Chun
Angela Nguyen	Brian Chan
Angela Dosono	Storm (John) Nguyen
Jessie Chu	Zedeeka Fulay
Isabella Dalmacio	Kristina Chu
Carlo Quedado	Christina Aflague

List staff who have completed national background check:

Young Ryeol (Lydia) Chun	Di Han	Amy Cheng
Christine Ma	Cory Morimoto	Crissy McCarthy
Mervyn Yong Sheng Chua	Sera Han	Fajar Farimin
Olivia Louko	Leslie Stewart	Lucy Lee
Pauline Theam	Aiko Boolen	Peter (Lap-hang) Chan
Pauline Salgado	Bonnie Wang	Tressa Peifer
May Tam	Grace Chun	Shina Williams
Angela Nguyen	Brian Chan	Allizon Bigornia Jordan
Angela Dosono	Storm (John) Nguyen	Nguyen
Jessie Chu	Zedeeka Chu	Katie Saephan
Isabella Dalmacio	Kristina Chu	
Carlo Quedado	Christina Aflague	

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.

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: Bonnie Wang

Phone: 206-695-7538

Email: bonniew@acrs.org

Preferred method of communication: email

Back-up contact person in case of emergency: Leslie Stone (leslies@acrs.org); Tsegaba Woldehaimanot (tsegabaw@acrs.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

Seattle School District No. 1

2445 3rd Avenue South, Seattle WA 98124



MEMORANDUM OF UNDERSTANDING ROUTING FORM

DATE: 09/5/23

COMMUNITY ORGANIZATION: Asian Counseling and Referral Service (ACRS)

INTERNAL ROUTING

ROUTING

1. Department or School Lead

APPROVED BY

DocuSigned by:

Lisa Davidson

89434CC82FD1412...

DATE

9/14/2023

2. Legal

DocuSigned by:

Roxane O'Connor

C19C750058D54E0...

9/15/2023

ORGANIZATION CONTACT INFORMATION:

Point-of-Contact:

Name: Bonnie Wang

Phone: 206-695-7538

Email: bonniew@acrs.org

Back-up Point-of Contact:

Name: Leslie Stone; Tsegaba Woldehaimanot

Phone: 206-580-0636; 206-805-8906

Email: leslies@acrs.org; tsegabaw@acrs.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

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]

- | | |
|--|--|
| <input type="checkbox"/> Academic Learning | <input type="checkbox"/> Family Engagement & Support |
| <input type="checkbox"/> Basic Needs | <input type="checkbox"/> Health & Wellness |
| <input checked="" type="checkbox"/> Behavior/Social Emotional Learning | <input type="checkbox"/> Racial/Cultural Identity |
| <input type="checkbox"/> College & Career Readiness | <input type="checkbox"/> Readiness and Transitions |
| <input type="checkbox"/> Expanded Learning | <input type="checkbox"/> School Culture & Climate |

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

- | | |
|---|--|
| <input type="checkbox"/> Onboarding | <input checked="" type="checkbox"/> Best Practices In Partnerships |
| <input type="checkbox"/> Professional Development | <input type="checkbox"/> Understanding Data Tools |
| <input type="checkbox"/> Review Meetings | <input checked="" type="checkbox"/> Building Stronger School Relationships |
| <input type="checkbox"/> Onboarding | |

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

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

List staff who completed and passed a WATCH background check:

Young Ryeol (Lydia) Chun	Di Han
Christine Ma	Cory Morimoto
Mervyn Yong Sheng Chua	Jacqueline Nguyen
Olivia Louko	Sera Han
Pauline Theam	Leslie Stone
Pauline Salgado	Aiko Boolean
May Tam	Bonnie Wang
Angela Nguyen	Megan Swanson
Zsa Zsa Mae B. Power	Grace Chun
Angela Dosono	Brian Chan
Jessie Chu	Storm (John) Nguyen
Isabella Dalmacio	

List staff who completed and passed a national background check:

Young Ryeol (Lydia) Chun	Di Han	Tracey Hyunh
Christine Ma	Cory Morimoto	Khanhly Cooley
Mervyn Yong Sheng Chua	Jacqueline Nguyen	Jadie Ngo
Olivia Louko	Sera Han	Kristina Chu
Pauline Theam	Leslie Stone	Yating (Cabi) Wang
Pauline Salgado	Aiko Boolean	Zedeeka Fulay
May Tam	Bonnie Wang	Kevin Mun
Angela Nguyen	Megan Swanson	Carlo Quedado
Zsa Zsa Mae B. Power	Grace Chun	Linda Lam
Angela Dosono	Brian Chan	
Jessie Chu	Storm (John) Nguyen	
Isabella Dalmacio		

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:

Young Ryeol (Lydia) Chun
Christine Ma
Mervyn Yong Sheng Chua
Olivia Louko
Pauline Theam
Pauline Salgado
May Tam
Angela Nguyen
Zsa Zsa Mae B. Power
Angela Dosono
Jessie Chu
Isabella Dalmacio

Di Han
Cory Morimoto
Jacqueline Nguyen
Sera Han
Leslie Stone
Aiko Boolean
Bonnie Wang
Megan Swanson
Grace Chun
Brian Chan
Storm (John) Nguyen

Tracey Hyunh
Khanhly Cooley
Jadie Ngo
Kristina Chu
Yating (Cabi) Wang
Zedeeka Fulay
Kevin Mun
Carlo Quedado
Linda Lam



SPS & Community Organization Memorandum of Understanding

Collaboration in support of the District's Strategic Goals

SCHOOL(S)* OR DEPARTMENT: Prevention and Intervention

COMMUNITY ORGANIZATION: Asian Counseling and Referral Service (ACRS)

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

** List all schools participating in the collaboration detailed in this MOU alphabetically. The MOU will not be executed until an administrator from each participating school agrees via email. If Community Organization wishes to add schools to this MOU, this MOU must be amended prior to performance.*

- Aki Kurose Middle School
- Bailey Gatzert Elementary School
- Ballard High School
- Beacon Hill International School
- Chief Sealth High School
- Cleveland High School
- Dearborn Park International Elementary
- Denny Middle School
- Dunlap Elementary School
- Franklin High School
- Garfield High School
- Hamilton Middle School
- Ingraham High School
- Interagency Academy
- Jane Adams Middle School
- John Muir Elementary School
- Kimball Elementary School
- Madison Middle School
- Maple Elementary School
- Martin Luther King Jr. Elementary
- McClure Middle School
- Middle College High School
- Mercer Middle School
- Nathan Hale High School
- Nova High School
- Rainier Beach High School
- Rainier View Elementary School
- Rising Star Elementary School
- Roosevelt High School
- Roxhill Elementary School
- Seattle World School
- South Shore PK-8
- Tops K-8
- Washington Middle 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 policies relating to building use and student safety; and
- c. Continuously demonstrate substantial positive impact.

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 ACRS (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:

ACRS launched the Children, Youth and Families (CYF) program in 1993 to fill a need for culturally responsive services designed to meet youth's specific intersectional needs - race, culture, ethnicity, language, class, and gender, and to overcome the institutional forces that perpetuate immigrant and refugee youth invisibility and under-utilization of mental health care due to lack of access and stigma. Our services are aligned with various SPS SOFG goals and guardrails including SOFG Goal 3: College and Career Readiness, and SOFG Guardrail 1: Engagement, Guardrail 3: Districtwide Vision and Anti-Racism and Guardrail 5: Safe and Welcoming.

Our Pathways to our Future program serves low-income immigrant/refugee English Language Learner (ELL) youth and their families and provides high quality, culturally appropriate job-and post-secondary education readiness support, aligning with SOFG Goal 3: College and Career Readiness. Despite barriers experienced by ELL youth, they are incredibly resilient and their bicultural, bilingual and diverse experiences allow them to succeed in their academic and employment goals with the right kinds of support.

Cultural and linguistic competence is core to ACRS's value and mission and important when working with Black, Indigenous, and People of Color (BIPOC) communities. Our primary focus is to meet youth's needs effectively by incorporating culturally relevant material, youth voice, and youths' lived experiences. This allows us to strengthen engagement, aligning with SOFG Guardrail 1: Engagement. ACRS staff are bicultural/bilingual and share common life experience with the youth they serve, which helps to strengthen rapport and engage BIPOC students to meet their overall behavioral health and academic goals. Additionally, ACRS values the importance of lived experience to build an effective and authentic working relationship with students. For direct or individual services, ACRS strives to match youth with a staff that shares common experiences with youth, allowing for youth to feel safe and welcome. This supports SPS' SOFG Guardrail 5: Safe and Welcoming.

ACRS is also in alignment with SPS in the SOFG Guardrail 3: Districtwide Vision and Anti-Racism. Historically, ACRS' work with young people centered on an anti-oppression framework. This was driven by ACRS' social justice mission and overall work to address the disparities and inequities faced by immigrants and refugees and other people who experience marginalization. In more recent years, this framework has shifted in ACRS' commitment to becoming an anti-racist organization. Within the evolution of our framework is a commitment to youth voice and representation in decision-making and in driving programs and how services are delivered. It includes shared learning and examination of the institutions and systems rooted in white supremacy that perpetuate the oppression of BIPOC people. We provide supportive services that nurture and cultivate the strengths of young BIPOC people including an anti-racist approach by identifying and changing the values and

behaviors that perpetuate systematic racism, and that supports positive cultural identities, thus increasing safe space in educational settings.

- 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:

In response to community and culturally based obstacles and stigma, and the pervasive institutional barriers faced by young people, ACRS programming provides a continuum of services that strives to increase access and holistically support young people as they transition into adulthood. ACRS offers culturally responsive behavioral health services including individual, group, and family counseling and access to psychiatric services to support youth's social, emotional, and behavioral well-being. To further engage, culturally support, and build community, CYF provides prevention, early intervention, and youth development programming to promote wellbeing and healthy relationships, cultural identities and intersectionality, leadership and social skills development, academic support, and career and higher education exploration.

Our youth development programs often serve as a trusted space to build knowledge around mental health and gain skills that promote holistic health and wellbeing. The programs act as a gateway for youth and their families to connect to resources that can support physical and mental health and meet basic needs, especially for youth where English is not the primary language spoken at home. Staff are fully versed in accessible community resources and create linkages that help to overcome key barriers - including stigma, transportation, financial, and language concerns. Our goal is to broaden and strengthen diverse outreach and engagement strategies to rapidly respond to any inquiries with focused education and encouragement to overcome barriers and engage people in services.

Additionally, our current Pathways to Our Future program provides immigrant and refugee SPS high school students with job readiness and post-secondary training so that they can successfully graduate and maintain careers that allow them to be independent participants in their communities.

V. SCOPE OF WORK:

- a. Organizational Overview: Asian Counseling and Referral Service (ACRS) is a social justice organization committed to providing services that advance the health, well-being, dignity, and empowerment of Asian and Native Hawaiian and Pacific Islanders (A&NH/PIs) and other communities experiencing disparities in health, human services, and education.
- b. Program Description: ACRS will provide on-site and telehealth behavioral health services including, but not limited to, the following: outreach, screening, brief intervention, assessments, individual therapy, group therapy, case management, family therapy, crisis response and case management.

Additionally, ACRS will provide Youth Development programs on-site at schools. The Youth Development programs include the following:

Get REAL Program for middle school youth promoting the development of interpersonal and life skills as well as communication skills, conflict resolution, building healthy and respectful relationships and navigating out of troubled

relationships through activities and role-playing. Get REAL recruits and trains high school youth to mentor and co-facilitate sessions at the middle schools.

Pathways to Our Futures program offering high quality, culturally responsive pre-employment and job readiness training for low-income, immigrant and refugee English Language Learners and Southeast Asian high school students who are enrolled in Seattle Public Schools. The program coordinates with schools and community-based organizations to help youth overcome multiple barriers to achieving success in identifying career pathways, and steps needed to secure employment that pays a living wage.

Queer Opportunities to Lead Organize and Reflect (QOLOR) program that supporting QTBIPOC/LGBTQIA+ and questioning youth by providing a safe, leadership-building space where youth can be their full, authentic, and creative selves. QOLOR aims to also reduce stigma, sensitive to the intersectional needs of BIPOC and LGBTQ youth in King County, and ACRS' mission in helping QTBIPOC youth receive equitable treatment and succeed in society.

Family Systems Support program providing workshops for BIPOC, immigrant and refugee families to strengthen familial support and increase families' understanding of different systems they may encounter; the opportunity to learn about the school system, intergenerational communication, bicultural parenting skills, and raising bicultural youth; supporting parents of QTBIPOC/LGBTQ youth, and training on topic areas including high school and beyond plans, post-secondary education, and financial literacy.

- c. Program Dates & Times: Behavioral Health services will be provided weekly, Monday through Friday, during schools hours and at times after school depending on student’s requests and school’s permission. They will also be provided virtually during school hours depending on the request and need of the student.

Get REAL Program services will be provided weekly, Monday through Friday, during school hours for outreach and mostly at times after school depending on program needs, student’s requests and school’s permission. This program typically runs after school from 3:45pm until 5:30pm.

Pathways to our Future Program services will be provided weekly, Monday through Friday, during school lunch hours for outreach during the months of September until December and mostly after school depending on program needs, student’s requests and school’s permission. This program typically runs after school, hybrid, based on students’ needs on Wednesdays from 3:30pm until 5:30pm and on another weekday (to be determined) from 4:30pm until 6:30pm.

QOLOR Program will be held weekly on the following days and times:
Tuesday: 9am-5:00pm
Wednesday: 9am-5:00pm
QOLOR Program will also be providing 30 after school sessions during the school year, exact date still to be determined based on school and student’s needs.

Family System’s Program will be held weekly on the following days and times:
Tuesday: 9am-5:00pm
Wednesday: 9am-5:00pm

d. Other Applicable Information: None

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
Strengthen relationship between ACRS and Seattle Public Schools.	ACRS staff will maintain communication and contact with school staff to coordinate services and care for students and families.
Improve overall mood and functioning of students.	A report of improvement in overall psycho-social-emotional functioning, as measured by student or parent self-report, teacher report, and/or other assessment measures based on client specific needs.
Improve or maintain academic progress of students.	Student will move to the next grade level or graduate.

VII. COMMUNITY ORGANIZATION/PROGRAM OPERATIONAL NEEDS:

- Confidential meeting/program space with appropriate furniture (chair, table, etc.).
- Assistance from school staff to retrieve students and check schedule when needed.
- Regular communication with school staff/point of contact.
- Dependent on staff capacity and availability to support, school staff will support students in accessing telehealth services by providing a private space with adequate wifi/and or cell service and facilitate their release from class.

VIII. SCHOOL OR DISTRICT OPERATIONAL NEEDS:

- A consistent schedule for student services
- Contact information for clinicians, which is updated if there is a change in assigned clinician
- A standardized, 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, such as IEP/504 meetings, when available and as appropriate
- Compliance with SPS visitor/partner 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:

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 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 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:

To the District:

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

To the Community Organization:

Bonnie Wang
Asian Counseling and Referral Service
3639 MLK Jr. Way South
Seattle, WA 98144

XXI. MISCELLANEOUS PROVISIONS:

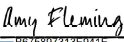
- a. Entire Agreement. This MOU constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- b. Amendment. Modifications to this MOU must be in writing and be signed by each party.
- 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.

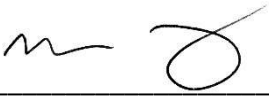
THIS MOU SHALL BECOME EFFECTIVE AS OF THE LAST DATE OF SIGNATURE. BY SIGNING BELOW, EACH SIGNATORY REPRESENTS THAT IT HAS THE AUTHORITY TO EXECUTE THIS MOU.

SEATTLE SCHOOL DISTRICT NO. 1

ASIAN COUNSELING AND REFERRAL SERVICE

DocuSigned by:

B675887313E941E...

Authorized Signature



Authorized Signature

Amy Fleming

Printed Name

Michael Byun

Printed Name

Director of Accounting

Title

Executive Director

Title

9/18/2023

Date

Date