Seattle School District No. 1

2445 3rd Avenue South, Seattle WA 98124



MEMORANDUM OF UNDERSTANDING AMENDMENT ROUTING FORM

DATE: August 28, 2024

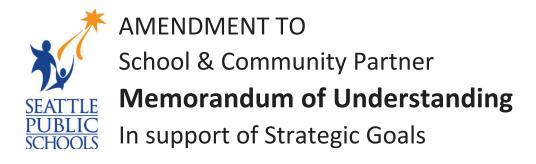
FROM: School & Community Partnerships
RE: You Grow Girl MOU Amendment 2024-25

APPROVAL ROUTING	APPROVED BY	DATE
Central office or School-based MOU initiator	Docusigned by: Lisa Dawidson 98434CC92FD1412.	9/7/2024
2. Legal Counsel Review	Occusioned by: Gregory C. Narves 238ABEEDTSTD440.	9/8/2024

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:



THIS AMENDMENT ("Amendment") is made by and between Seattle School District No. 1 ("District") and You Grow Girl! ("Community Partner" or "Community Organization"), the parties to a Memorandum of Understanding ("Agreement") dated September 28, 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 Lincoln
Ballard Lowell
Broadview-Thomson K-8 Madison
Center School Madrona

Chief Sealth McClure
Cleveland Meany Mercer
Denny Middle College

Denny Middle College Robert Eagle Staff Nathan Hale

Eckstein Nova Emerson Orca K-8 Franklin Rainier Beach Garfield Roosevelt Hamilton Skills Center Hazel Wolf K-8 South Shore K-8 Ingraham Washington Interagency Academy West Seattle HS

Jane Addams Whitman

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.

You Grow Girl!	SEATTLE SCHOOL DISTRICT NO. 1
Signature	Enisty Magyar 4FADAB19EAF4ED Signature
<u>Jamila Coleman</u> Name	Kurt Buttleman Name
Executive Director Title	Assistant Superintendent of Finance Title
8/28/24	9/9/2024
Date Signed	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 <u>with</u> other unrelated (through family ties) adults present at all times. Partners must utilize their own <u>WATCH</u> 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 <u>less</u> than three years from the date the background check is performed
- have contact with students <u>without</u> 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' <u>national background check vendor</u> 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 1^{st} , 2^{nd} , or 3^{rd} degree assault of a Drive-by shooting Promoting a suicide attempt Malicious harassment Custodial assault 1st, 2nd, or 3rd degree rape 1^{st} , 2^{nd} , or 3^{rd} 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

Voveurism 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 have completed WATCH background check:

- 1. Aja Crawford
- 2. Alexis Smith
- 3. Annara Morn
- 4. Ashara Wilson
- 5. Brittney Woodson
- 6. Jamila Coleman
- 7. Jamilah Fields
- 8. Jazasia Francisco
- 9. LaShaiah Dickerson
- Mila Presnell
- 11. Roukhya Ouedraogo
- 12. Sarah Jones
- 13. Sydney Benton
- 14. Vanessa Wurttele-Brissolesi

List staff who have completed national background check:

- 1. Aja Crawford
- 2. Alexis Smith
- 3. Annara Morn
- 4. Ashara Wilson
- 5. Brittney Woodson
- 6. Jamila Coleman
- 7. Jamilah Fields
- 8. Jazasia Francisco
- 9. LaShaiah Dickerson
- 10. Mila Presnell
- 11. Roukhya Ouedraogo
- 12. Sarah Jones
- 13. Sydney Benton
- 14. Vanessa Wurttele-Brissolesi

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: Jamila Coleman Phone: 206-417-9904

Email: jamila@yougrowgirl.org

Preferred method of communication: email

Back-up contact person in case of emergency: Sydney Benton Sydney@yougrowgirl.org

School or district main point of contact:

Name: Lisa Davidson Phone: 206-252-0859

Email: Imdavidson@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: August 30, 2023 COMMUNITY ORGANIZATION: You Grow Girl!

INTERNAL ROUTING	
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ROUTING APPROVED BY DATE

.. Department or School Lead Usa Davidson 9/25/2023

2. Legal | Popul Signed by: | 9/27/2023

99434CC92FD1412...

ORGANIZATION CONTACT INFORMATION:

Point-of-Contact:

Name: Jamila Coleman Phone: (206) 417-9904

Email: jamila@yougrowgirl.org

Back-up Point-of Contact:

Name: Mila Presnell Phone: (206) 417-9904

Email: mila@yougrowgirl.org

DISTRICT CONTACT INFORMATION:

Lead Point-of-Contact: Name: Lisa Davidson Phone: 206-252-0859

Email: Imdavidson@seattleschools.org

Back-up Point-of Contact:

Name: Pat Sander Phone: 206-252-0705

Email: psander@seattleschools.org

THIS COLLABORATION SUPPORTS THE FOLLOW	VING STRATEGIC GOAL(S): [Please select one]
 ☐ High Quality Instruction and Learn ☐ Predictable and Consistent Operat ☐ Culturally Responsive Workforce ☒ Inclusive and Authentic Engageme 	ional Systems
THIS COLLABORATION SUPPORTS THE FOLLOW	VING WHOLE CHILD ELEMENT(S): [Please select one]
☐ Academic Learning	☐ Family Engagement & Support
☐ Basic Needs	☐ Health & Wellness
☑ Behavior/Social Emotional Learnin	g 🗆 Racial/Cultural Identity
☐ College & Career Readiness	☐ Readiness and Transitions
☐ Expanded Learning	☐ School Culture & Climate
PARTNERSHIP SUPPORT(S): [Please select what select one or more]	supports your organization would benefit from to support partnership please
☐ Onboarding	⊠ Best Practices In Partnerships
☐ Professional Development	☐ Understanding Data Tools
☐ Review Meetings	□ Building Stronger School Relationships
☐ 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

 $Felony\ indecent\ exposure\ First\ or\ second\ degree\ criminal\ mistreatment\ 1^{st}/2^{nd}\ degree\ abandonment\ of\ a\ dependent\ person$

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

 $\mathbf{1}^{st}$, $\mathbf{2}^{nd}$, or $\mathbf{3}^{rd}$ degree child molestation

Sexual misconduct with a minor in the 1^{st} degree

Indecent liberties

Sexually violating human remains

Voyeurism

Criminal trespass against children

 $1^{\text{st}}/2^{\text{nd}} \text{ degree custodial sexual misconduct}$

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

 $1^{st}/2^{nd}$ degree kidnapping

 $1^{st}/2^{nd}$ degree promoting prostitution $1^{st}/2^{nd}$ degree robbery

List staff who completed and passed a WATCH background check:

- 1. Akili Bolton
- 2. Alexis Smith
- 3. Alyssa Monas
- 4. Annara Morn
- 5. Ashara Wilson
- 6. Brittney Woodson
- 7. Denise Coger
- 8. Fatuma Musa
- 9. Jamila Coleman
- 10. Katherine McIlroy
- 11. Kindra Bell

- 12. Lakita Brooks
- 13. LaShaiah Dickerson
- 14. Marie Lowery
- 15. Mila Presnell
- 16. Natalie Carlin
- 17. Niyafath Cakpo-Gbokou
- 18. Quarazine Orato
- 19. Sydney Benton
- 20. Vanessa Wurttele-Brissolesi
- 21. Violet Resnick

List staff who completed and passed a national background check:

- 1. Akili Bolton
- 2. Alexis Smith
- 3. Alyssa Monas
- 4. Annara Morn
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- 18. Quarazine Orato
- 19. Sydney Benton
- 20. Vanessa Wurttele-Brissolesi
- 21. Violet Resnick

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:

- 1. Akili Bolton
- 2. Alexis Smith
- 3. Alyssa Monas
- 4. Annara Morn
- 5. Ashara Wilson
- 6. Brittney Woodson
- 7. Denise Coger

- 8. Fatuma Musa
- 9. Jamila Coleman
- 10. Katherine McIlroy
- 11. Kindra Bell
- 12. Lakita Brooks
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- 18. Quarazine Orato

- 19. Sydney Benton
- 20. Vanessa Wurttele-Brissolesi
- 21. Violet Resnick



SPS & Community Organization Memorandum of Understanding

Collaboration in support of the District's Strategic Goals

SCHOOL(S)* OR DEPARTMENT:

Aki Kurose Hamilton Middle College

Ballard Hazel Wolf K-8 Nathan Hale

Broadview-Thomson K-8 Ingraham Nova

Center School Interagency Academy Orca K-8 Rainier

Chief Sealth Jane Addams Beach Roosevelt

Cleveland Licton Springs Skills Center

Denny Lincoln South Shore K-8

Robert Eagle Staff Madison Washington

Eckstein Madrona West Seattle HS

Emerson McClure Whitman

Franklin Meany

Garfield Mercer

COMMUNITY ORGANIZATION: You Grow Girl!

TERM OF COLLABORATION: 9/1/2023 - 8/31/2024

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

^{*} 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.

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.

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 _____ (initial)

III. <u>STUDENT OUTCOMES FOCUSED GOVERNANCE (SOFG) GOALS AND GUARDRAILS:</u>

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:

You Grow Girl believes our programs and services will support the attainment of Goal #3: College and Career Readiness. While the goal focuses on Black male-identifying youth, there is an intersectionality between the identified population and the population we serve. Our programs and services amplify and inspire Black and Brown female-identifying youth to unearth their natural leadership abilities. Leadership is embedded in their DNA due to the forms of oppression and violence rooted in their history. Black female-identifying youth are given very few opportunities to lead however, Black families heavily rely on Black women's earnings to sustain. The Status of Black Women in the United States report released in August 2020 by the Institute for Women's Policy Research found that eight out of ten (80.6 percent) Black mothers are either the sole earner or earn at least 40 percent of household income.

Therefore, our partnership will address the historical, social, and economic inequities impacting Black female-identifying youth which in return will inspire Black male-identifying youth to work towards sustainable academic success to ensure that they can reach sustainable economic success to support themselves and families without relying on system resources while alleviating the responsibility solely to Black women. Furthermore, our programs and services bring awareness to the strong connection between fair access to quality education and employment that affects the success and opportunities for Black and Brown communities with the hope that those who are recipient of our services will be advocates, catalyst, and role models in their communities to inspire sustainable success.

IV. <u>STUDENTS FURTHEST FROM EDUCATIONAL JUSTICE:</u> 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:

As an organization comprised of individuals from diverse backgrounds and experience and many who are former Seattle Public Schools scholars, we intimately understand the enormous potential and needs that exist in our communities where schools are located. Our top priority is working with administrators, educators, and other stakeholders to redefine institutions-scholars' relationships to be trust-based and community-directed, increasing the flow of culturally uplifting and appropriate resources in and out of the classrooms for current and future scholars.

For scholars of color to be inspired, educators and other direct service and youth development professionals in their lives must be equipped to inspire. Seattle Public Schools must create opportunities, such as cultivating partnerships with community-based organizations who specialize in specific populations, for scholars to gain experience to lead and inspire their peers as they move through life.

Following this further, Seattle Public Schools is charged with providing a safe, nurturing, and equitable environment for both scholars and educators. The educators are charged with making a life altering impact in their scholars' lives. If not equipped with a multicultural pedagogy and transformational leadership, they are unknowingly and at time know they have contributed added harm to scholars of color.

You Grow Girl! has been a community partner to Seattle Public Schools for over 20 years during this time we have demonstrated our commitments as well as our ability to:

- Prioritize and champion the voices of female-identifying youth of color by listening to their stories of how institutions have caused them harm and execute restorative approaches instead of common consequences.
- Foster equitable access to decision making and allocation of resources and opportunities to young people.
- Invest in culturally reflective and responsive supports by recruiting, training, and hiring individuals with lived experiences of surviving broken systems.
- Develop anti-racist, anti-Blackness, and anti-sexist practices, leadership, and systems.

You Grow Girl! is committed to partnering with the district and partnering schools to support scholars, their families, and educators in the following ways through the delivery of our services and programming:

- 1. Replace the school-to-prison pipeline with school-to-life success pathways.
- 2. Support healing the traumatic wounds experienced by female-identifying youth and their families.
- 3. Enhance capacity to build opportunities for those who have been harmed by systems to discover positive cultural identity, self-worth, and mentorship skills.

V. SCOPE OF WORK:

a. **Organizational Overview:** You Grow Girl! is a King County-based, 501(c)(3) social services, nonprofit organization established in 2002, serving female-identifying youth and their families throughout King, Snohomish, Pierce, and Thurston Counties. You Grow Girl! provides comprehensive, wraparound services to female-identifying youth and their families to reach their authentic selves through the development of life skills, confidence, and self-respect. You Grow Girl! believe that female-identifying youth of color, must be accepted for their authentic selves and supported by a community of true allies and accomplices who amplifies gender, economic, and racial justice.

You Grow Girl! is committed to inspiring female-identifying youth through peer mentorship, behavioral health services, and youth leadership programming. You Grow Girl! promises to bring more awareness to institutionalized injustices female-identifying youth experience, co-create with youth to develop strategies to address flawed community norms, and advocate for, and with, youth to ensure not only basic need resources are accessible but there are no barriers interfering with their economic opportunities to attain sustainable life success.

- b. **Program Description:** You Grow Girl provides individual, family and group-based behavioral health services, peer mentorship, career exploration/training programming, youth leadership/advocacy programming and case management to female-identified students between the ages of 9-21 at identified schools.
- c. **Program Dates & Times**: year-round; closed-group logistics to be developed in partnership with hosting school.
- d. Other Applicable Information: You Grow Girl! has been licensed for over 10 years by the Department of Health as a behavioral health agency, and partner with Healthcare Authority of WA, Amerigroup, CHPW, Coordinated Care, Molina and UnitedHealthcare to provide outpatient behavioral health services, including WISe Wraparound Services to Medicaid (state-funded insurance) youth and families.

You Grow Girl! is known as a specialty provider, as is programming and services are designed to meet the developmental and psychological needs of Black, African American, African Diaspora and Afro-ethnic youth and their families. We welcome all youth of color and those from vulnerable populations.

You Grow Girl!'s inspirational team of professionals is comprised of social workers, therapists, health navigators, substance use disorders counselors, case managers, youth mentors, peer support specialists and amazing support staff, who all are a part of the communities served by the Sisterhood.

Youth is defined within the You Grow Girl! Sisterhood, as a person: between the ages of 11 & 25 who identifies, socializes, or was assigned at birth as a, cis or trans girl/woman, or non-binary, gender queer, gender fluid, and gender non-conforming. You Grow Girl! acknowledge that this vocabulary is inherently imperfect and is continually evolving. For this reason, we welcome individuals ranging from 9 to 35 years old to access our services if they feel that their developmental and psychological needs can be met within our specialized framework.

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:

	EASURABLE OUTCOME
middle and high school students through post- secondary education, entrepreneurship, and post-	students engage in at least two beyond the assroom opportunities of at least 3 hours related to ost-secondary education and/or career
Students receive essential life and therapeutic 80% self-regulating skills training related to programme programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training related to programme states and the self-regulating skills training skills training skills skills training skills skil	ogram consisting of 4 to 12 sessions with 80% tendance rate.

Increase confidence, self-respect/worth, and	Over 50% of students report increased confidence,
social skills through the development of	self-respect/worth, and social skills as measured by a
essential 21 st Century life-skills and	21 st Century Skills pre/post survey.
psychoeducation activities.	
Reduction of service system	15 students along with their caregiver(s)/legal
involvement/intensity and/or family conflict.	guardian(s) who are connected to at least two service systems enroll in family wraparound services report healthier family-system measured by a 90-day evaluation of their family vision statement created at program enrollment.

VII. COMMUNITY ORGANIZATION/PROGRAM OPERATIONAL NEEDS:

Access to students on-site in a private meeting space if this is the preferred location, they are requesting to receive any of our services at. Initiation of program enrollment be transmitted through our secured referral form on our website: www.yougrowgirl.org. For group-based services, access to a dedicated private meeting space to host 6-12 students and 2-3 You Grow Girl! staff members for 4 to 8 sessions.

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. <u>NONDISCRIMINATION:</u>

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 <u>Verified Volunteer</u> – 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. <u>RESEARCH:</u>

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:

You Grow Girl! c/o Jamila Coleman 2200 Rainier Ave S, Suite 201 Seattle, WA 98144

XXI. MISCELLANEOUS PROVISIONS:

- a. <u>Entire Agreement</u>. 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.
- 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. <u>Severability</u>. 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. <u>Assignment</u>. Neither party shall assign its rights or responsibilities under this agreement unless it receives written permission from the other party.
- f. <u>Non-Waiver</u>. 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. <u>District Policies and Procedures</u>. 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. <u>Counterparts</u>. 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. <u>Debarment</u>. 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. <u>Cooperation with District Auditor and State Auditor</u>. 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	YOU GROW GIRL!	
DocuSigned by:	On the second	
any Fleming		
Authorized Signature	Authorized Signature	
Amy Fleming	Jamila Coleman	
Printed Name	Printed Name	
Director of Accounting	Executive Director	
Title	Title	
9/28/2023	9/8/2023	
Date	Date	