MEMORANDUM OF UNDERSTANDING
FOR AN INDEPENDENT ETHICS AND WHISTLEBLOWER PROTECTION PROGRAM

COMES NOW Seattle School District No. 1 and the City of Seattle and hereby enter this Memorandum of Understanding ("MOU") for an Independent Ethics and Whistleblower Protection Program.

WHEREAS, Seattle School District No. 1 ("Seattle Public Schools" or "SPS") and the City of Seattle ("City") are devoted to serving the City's residents, taxpayers, students and families;

WHEREAS, Seattle Public Schools recognizes that strengthening compliance by its employees with ethical requirements and ensuring protection for whistleblowers is essential to maintaining public confidence in SPS;

WHEREAS, Seattle Public Schools has taken significant steps to develop an ethics program, including appointment of an ethics officer, launch of an anonymous hotline for reporting violations, establishment of a complaint and investigation process, and employee awareness measures;

WHEREAS, to be most effective, employee ethics and whistleblower investigations should be conducted by an entity that has independence from an organization's standard management structure;

WHEREAS, in order to best strengthen ethical compliance, Seattle Public Schools desires to establish an independent ethics investigation and whistleblower program;

WHEREAS; the City has established an independent and well-respected ethics and whistleblower program through the City's Ethics and Elections Commission;

WHEREAS, the City's Ethics and Elections Commission staff have proven expertise in providing a comprehensive ethics and whistleblower program;

WHEREAS, the City has offered its support in establishing an ethics and whistleblower program and Seattle Public Schools desires to have the City provide such a program for Seattle Public Schools employees; and

WHEREAS, to carry out this proposed partnership, Seattle Public Schools and the City wish to negotiate a binding agreement ("Agreement") under which the City will provide independent and comprehensive ethics and whistleblower programs to Seattle Public Schools.

NOW THEREFORE, the Parties will seek to negotiate the Agreement guided by the following principles of understanding:

1.0 Comprehensive Ethics and Whistleblower Protection Program

1.1 The City, through the executive director and staff of its Ethics and Elections Commission, will provide an independent and comprehensive Ethics and Whistleblower Protection Program ("Program") for SPS employees. The Program will include:

a. Ethics Investigations - The City will independently receive and investigate complaints of violations of the SPS ethics policy. The findings from such investigations will be reported to SPS for SPS to implement employee discipline in accordance with any required disciplinary process.

b. Whistleblower Investigations – The City will independently receive and investigate allegations of improper governmental actions made by SPS employees under the SPS Whistleblower Policy.

c. Whistleblower Protection – The City will independently receive and investigate complaints of retaliation against whistleblowers by SPS employees. The City will provide its findings to SPS for appropriate action.

d. Training and Awareness – The City will implement a comprehensive ethics and whistleblower protection training and awareness program for SPS employees. This program will be designed to instill a culture of compliance with ethical requirements among SPS employees and increase employee awareness of the protections afforded to whistleblowers.

e. Ethics and Whistleblower Policy Revision – The City will review the existing SPS ethics and whistleblower policies and recommend revisions of those policies to the SPS Board of Directors. Such recommendations will take into account the unique issues and interests of Seattle Public Schools. The SPS Board will retain the final authority regarding the content of any adopted policy revisions. The City will also monitor implementation of these policies and make other recommendations over time as necessary to ensure these policies are effective and enforceable.

1.2 Because the City lacks legal jurisdiction to regulate school district election matters, the Program will not include SPS Board of Director election and campaign related issues. Those matters will continue to be regulated by the Washington State Public Disclosure Commission.

2.0 Independence of City

The Parties are committed to the independent investigation of ethics and whistleblower complaints by the City and will take such actions as are necessary to further and maintain such independence during the term of the Agreement.

3.0 Pledge of Cooperation

The Agreement will include a pledge by SPS to provide its full cooperation in ensuring that the Program is a success. This cooperation will include, but not be limited to, devoting SPS resources to the program, promptly reporting suspected ethics or whistleblower matters to the City, assistance in investigations, designating a SPS point of contact to coordinate the program, assisting in the dissemination of program information, coordinating staff training, making SPS facilities available as needed to further the program, providing all information needed by the City to develop and implement the program, and such other assistance as is necessary.

4.0 Cost-Effective Program

SPS will provide payment to the City at such level as is negotiated to carry out the Program without negatively impacting the high quality work that the Ethics and Elections Commission staff currently provides to the City. The City's provision of the Program must be cost-effective and reflect the Parties' agreement that SPS funds should be prioritized for direct services to students.

5.0 Binding Agreement

In order to implement this non-binding MOU, the Parties intend to negotiate a proposed binding agreement ("Agreement") for consideration by the City Council and SPS Board of Directors. The Agreement will reflect the principles set forth in this MOU and include such other necessary terms and conditions as are agreed upon by the Parties.

6.0 Timeline

The Parties agree that it is in the best of interests of the City and SPS and their students, families and taxpayers to expeditiously seek to implement the Program. To this end, the Parties will seek to complete negotiation of the proposed Agreement no later than April 29, 2011. Upon completion of such negotiations, the Parties will coordinate to facilitate prompt review and consideration of the proposed Agreement by the City Council and SPS Board of Directors.

IN WITNESS HEREOF, the Parties have executed this Memorandum of Understanding as of the dates set forth below.

SEATTLE SCHOOL DISTRICT NO. 1

By: _____
Susan Enfield, Superintendent

Date: March 17, 2011

CITY OF SEATTLE

By: _____
Wayne Barnett, Executive Director
Seattle Ethics and Elections Commission

Date: March 17, 2011