

Memorandum of Understanding

Between
Seattle University
And
Washington State Office of Public Defense

This Memorandum of Understanding (“MOU”) sets forth the agreement between Seattle University (“SU”) and the Washington State Office of Public Defense (“OPD”) to develop academic and experiential programming around family defense practice.

The Parties

SU has an ABA-accredited law school in Seattle, Washington (“SU Law”) with the mission, inspired by its Jesuit-Catholic values, to immerse students in the legal knowledge, skills, and experiences needed to solve real-world problems and to develop leaders who make a difference for their clients and communities.

OPD is an independent agency of the judicial branch that implements legal guarantees to counsel by providing indigent defense services throughout Washington State. Its mission is to uphold the rights of all people facing the loss of liberty or family by providing statewide leadership, administration, and support to the multidisciplinary public defense profession. Its values include justice, service, equity, and excellence.

Background and Vision

The parties to this MOU recognize the urgent need to develop a corps of qualified, dedicated lawyers to represent parents experiencing state intervention into their families. Our shared goal is to support law students in acquiring the skills and knowledge necessary to do this vital work in a manner that foregrounds attention to both trauma and equity.

The parties anticipate that this partnership will deepen and expand over time, as will be described in future agreements. This document describes the program for the spring term and the summer internship period for 2024, which is focused on the creation of a new Family Defense Practice Internship to be offered in the summer of 2024 and preceded by a specialized course on the topic.

Commitments

Seattle University will:

Offer a course in the Spring 2024 semester, titled “Family Defense Practice,” to provide prospective interns with the knowledge, skills, and habits necessary to enter this area of practice;

Host a training on family defense practice, open to the entire law school community as well as the practicing bar, also during the Spring 2024 semester;

Administer the Family Defense Practice Internship, with the school's responsibilities to include the selection of and distribution of payment to interns, with the 10-week internships to run from May to August 2024.

Submit a quarterly A19 form and expenditure report at the end of the following three quarters: Fiscal year 24 - 3rd Quarter (ending after March 31, 2024), Fiscal year 24 – 4th Quarter (ending after June 30, 2024) and Fiscal Year 25 – 1st Quarter (ending after September 30, 2024).

OPD will:

Identify Family Defense Internship sites from among the law firms with which it contracts to provide this service to clients (each also described as a “provider”); and

Provide funding of up to \$66,973 to cover costs related to the programs SU will provide pursuant to this MOU, to be paid upon receipt of completed quarterly A-19 forms adequately documenting the costs incurred.

Provisos and Limitations

Each Family Defense Practice Intern will be working under the supervision of a provider identified by OPD. An attorney from the office of the provider for which each intern is working will serve as the Intern's supervising attorney for purposes of Washington Admission to Practice Rule 9. SU and SU Law assume no responsibility for such supervision and will have no lawyer-client relationship with any client of any of the provider offices and thus no liability in relation to any legal services provided by an intern or the firm with which the intern is working. Each provider will be solely responsible for supervising the intern assigned to the provider.

Term The term of this Agreement shall begin as of the Effective Date and, if not extended by mutual agreement, shall terminate automatically on August 31, 2024.

Indemnification and Hold Harmless SU Law and OPD, with regard to rights and obligations related to this Agreement, shall defend, indemnify and hold the other party, their officers, officials, employees and agents harmless from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from that other party's negligent acts or omissions in the performance of this Agreement.

This Section shall survive termination of this Agreement.

FERPA OPD acknowledges and understand that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA") applies to education records of individual SU students created or held by OPD. If OPD has access to, creates, or receives from SU personally identifiable educational records, subject to this Section V and the requirements of the PRA, OPD shall not disclose them to anyone and, upon completion of the internship and expiration of this Agreement, OPD shall destroy the records as permitted under the PRA and its document retention obligations. OPD shall comply with all applicable statutes and rules related to FERPA and education records. OPD shall refer any requests for records related to the interns to SU.

Miscellaneous Provisions

- a. Governing Law and Venue. This Agreement is made under and shall be governed by the laws of the State of Washington. Venue for the purposes of any dispute arising under this Agreement shall be in the state or federal courts of King County, Washington, and the parties waive any argument that a more convenient forum can be located.
- b. Assignment. Neither SU nor OPD shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder with the prior written consent of the other party.
- c. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- d. No Waiver. Failure of SU or OPD to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- e. Authority. Each party to this Agreement represents and warrants to the other party that it is authorized to do the things contemplated by it herein and that it has obtained all authorizations and approvals as necessary for purposes of execution of this Agreement.
- f. Counterparts; Effective Date. This Agreement may be executed in counterparts. The Effective Date shall be January 15, 2024.

SIGNATURES FOLLOW

DocuSigned by:

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David Lance, Associate Provost

Seattle University

Date of Signature: 3/5/2024 | 12:26:01 PM PST



Larry Jefferson Jr., Director

Washington State Office of Public Defense

Date of Signature: Mar 6, 2024






SU-OPD_MOU_for_OPD_FINAL

Final Audit Report

2024-03-06

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