



SCHOOL BOARD ACTION REPORT

DATE: August 10, 2018
FROM: Denise Juneau, Superintendent
LEAD STAFF: Beth Mills, Director of Special Education, eamills@seattleschools.org;
Wyeth Jessee, Chief of Student Support Services,
rwjessee@seattleschools.org

For Introduction: September 18, 2018
For Action: October 3, 2018

1. TITLE

New England Center for Children Contract

2. PURPOSE

This Board Action Report proposes a contract that totals \$401,031.49, with New England Center for Children, to provide a residential special education program serving a student.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute a contract with New England Center for Children, in the total amount of \$401,031.49, for residential special education program serving a student, in the form of the draft contract dated September 1, 2018 and attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

- a. **Background:** There is currently a Seattle Public Schools student with an Individualized Education Program (IEP) that requires a fully self-contained school in a residential placement. This contract is for intensive therapeutic services provided in a residential setting. This action is being proposed to further compliance with legal requirements around the provision of student IEP services.
- b. **Alternatives:** Not to approve this motion. This is not recommended because the student's legally mandated IEP-service needs must be met with appropriate placement. The district does not currently have an appropriate residential setting for this student. New England Center for Children provides intensive therapeutic services and other special education services as well as providing a safe environment 24 hours/day, 365 days/year.
- c. **Research:** N/A

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$401,031.49.

The revenue source for this motion is State Special Education funding.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

7. EQUITY ANALYSIS

This item was not taken through the race and equity toolkit.

8. STUDENT BENEFIT

Approval of this proposed action will benefit a student who is identified as in need for therapeutic services in a residential setting who would otherwise be inappropriately served or unable to access necessary special education services and supports to make adequate progress.

9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)

Adopting, amending, or repealing a Board policy

Formally accepting the completion of a public works project and closing out the contract

Legal requirement for the School Board to take action on this matter

Board Policy No. _____, [TITLE], provides the Board shall approve this item

Other: _____

10. POLICY IMPLICATION

Per Policy No. 6220, Procurement, contracts over \$250,000 require Board approval. Special Education services will be provided under the contract in alignment with Policy No. 2161, Special Education. This will include programs and services that are identified in the student's Individualized Education Programs (IEPs).

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Audit & Finance Committee meeting on September 10, 2018. The Committee reviewed the motion and moved the item forward with a recommendation for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the contract will be executed with New England Center for Children, and services will be provided per student's IEP for the 2018-19 school year.

13. ATTACHMENTS

- Contract for New England Center for Children (for approval)
- Sole Source Document

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

CONTRACTOR NAME AND ADDRESS (Legal Name – MUST be same as registered with Tax ID Number)	CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES
Name:	WA State Business License (UBI#):
Doing Business As (DBA):	Email:
Address:	Telephone:
City, State and Zip:	Fax:
Accounting Use: Vendor #	PO#

This agreement is made between the Seattle School District (“the District”) and the above-named contractor (the “Contractor”) District employees, other than personnel in the District Financial Services Department are not authorized to make promises for contractual services, promises for a particular period of time or promises of a particular level of payment. Any verbal or written statements to that effect by District employees other than Financial Services personnel are null and void.

Whereas, the District requires the Contractor’s services; and whereas, the Contractor’s education and experience qualify the Contractor to perform specified services; it is agreed that the Contractor will provide services as follows:

1. Description of Services and Expected Objective:

Dates of Services	
From	To

Please attach applicable supplementary information, including pertinent support documentation (i.e. written letters in support, Memorandum of Understanding, or other related written agreements which might provide further explanation and understanding).

2. Payment:	Payment is based on the following rates:	
Hourly:	Daily:	Other (Specify):

Estimated Total for Services:	Other Reimbursable Expenses (specify):
TOTAL PAYMENT (Services + Approved Expenses)	
ON THIS CONTRACT WILL NOT EXCEED:	
\$	

Compensation for the described services will be by warrant of the Seattle Public Schools after receipt of services. State Law RCW 42.24.080 forbids prepayment of services. The Contractor must submit an invoice to the originating school or department. The originator must then attach a completed Certification of Services Rendered form to the invoice and submit both to the Accounting Department for payment. The warrant will be issued through the Accounting Department.

Contractor shall submit an invoice itemizing actual services and expenses after services have been rendered. **Invoices must meet District invoicing standards.** Payment will be made in one sum unless other approved. Unless otherwise specified, **payment terms**

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

are net 30 days. Progress payments may be made not less than monthly. Any reimbursable expense for travel shall comply with district policy. If the parties anticipate the amount due for services and/or expenses will exceed this contract amount, or the dates of services will be extended, it will be necessary to complete a "Contract Modification/Extension" form which is subject to the same approval process as the original Services Contract. The District is not liable for any services above the approved contract amount without a properly approved and signed modification.

- 3. Correction of Noncompliance:** Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.
- 4. Compliance with Laws:** Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

5. District Use: All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, educational materials, curriculum and instructional material, books, workbooks, videos, and completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. It is agreed by the Contractor that the services provided to the District are specially ordered or commissioned and that such services are rendered on a work-made-for-hire basis. This confirms ownership by the District of all right, title, and interest, including all right of copyright, in and to any work of authorship created under this agreement. If for any reason it is determined that services were not provided under a work-made-for-hire situation, the Contractor irrevocably and permanently assigns to the District all ownership interest to any work created under this Agreement. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this contract. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

District shall have a permanent, assignable, nonexclusive, royalty-free license and right to use all concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable) developed or first reduced to practice in the performance of the Services or otherwise whether by Contractor, any of its subcontractors, or any employee(s) of Contractor in connection with this contract. District shall hold Contractor or its subcontractors harmless for District's reuse of documents on a project other than this project.

6. Workers' Compensation: Contractor expressly waives any immunity or limitations (e.g., on the type or amount of damages, compensation, benefits or liability payable by Contractor) that might otherwise be afforded under any industrial insurance, worker's compensation, disability benefit or similar law, rule, regulation or order of any governmental authority having jurisdiction (including, but not limited to, the Washington Industrial Act, Title 51 of the Revised Code of Washington). By executing this contract, Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

7. Termination for Breach by Contractor or for the Convenience of the District: District may terminate this contract at any time for material breach by the contractor, by written notice, in which case contractor shall be liable for the direct and incidental damages suffered by the District for such material breach, but not for consequential damages. In addition, District may, at its option, terminate all or a portion of the services not then performed under this contract at any time, for its convenience for any reason, by so notifying Contractor in writing. In the event of termination, all finished or unfinished documents and other materials as described above shall, at

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

the option of District, become its property upon compensation therefore in accordance with this contract, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

8. Miscellaneous:

8.1 General: This contract represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended only by written instrument signed by both District and Contractor. This contract shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. Venue in any litigation shall be in King County, Washington.

8.2 Independent Contractor: Contractor shall at all times be an independent contractor and not an agent or representative of District with regard to performance of the Services as authorized by this contract. Contractor shall not represent that it is, or hold itself out as, an agent or representative of District.

8.3 Indemnification: All activities performed by the Contractor are performed at its own risk, and Contractor shall indemnify, defend and hold the District harmless from any liability, claim, expense, damages or injuries to persons or property arising out of acts or omissions of Contractor, its employees, agents or subcontractors under this agreement, except to the extent cause by the District, its officers or agents.

8.4 Debarment: Vendor, by accepting this contract, 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. Vendor 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 SPS.

8.5 Contractor Responsibility: Contractor shall provide and furnish all necessary tools, labor, materials, equipment and transportation, as necessary to perform the services. Contractor is liable for, among other things, employment and other taxes, personal health and car insurance, worker's compensation for its employees.

8.6 Assignment: Neither District nor Contractor shall assign, sublet or transfer any interest in this contract without the written consent of the other. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of District.

8.7 Insurance: If (1) this contract is more than \$49,999, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

8.8 Cooperation with District Auditor and State Auditor: Vendor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to audit records of the Vendor relating to payment or performance under this contract, for three (3) years after completion of this contract. Failure to cooperate may be cause for debarment from award of future contracts.

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Contractor must complete below: Please note there must be an IRS Form W-9 Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal Tax I.D. or Social Security number given below MUST match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or www.irs.gov.

CONTRACTOR NAME (PRINT NAME):	FEDERAL TAX I.D. OR SOCIAL SECURITY NO.:
SIGNATURE:	TITLE OF CONTRACTOR AND DATE SIGNED

SCHOOL/DEPARTMENT BUDGET AUTHORITY		
School/Department Name:	Mail Stop	Phone:

As an authorized representative of the originating school/department and having budget authority to authorize the disbursement of funds from the budget line give below, I declare that:

1. I have personally verified the existence of funds available within the appropriate unit to pay this contract.
2. I am satisfied that the contractor meets the eligibility requirements for an independent contractor as outlined in the attached Classification Checklist.
3. The services being provided do not violate any labor agreement regarding contracting out for services. Having completed these steps, I hereby authorize the release of funds from the budget line coded below.

Print Name:	Title:
Signature:	Date

SCHOOL BASED CONTRACTS OVER \$25,000

Print Name:	Title: Executive Director of Schools
Signature:	Date:

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
			7120
			7120
			7120

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL		
Contracts up to \$75,000:	Date:	Accounting Manager
Contracts \$75,000 and Over:	Date:	Assistant Superintendent for Business and Finance
Contracts over \$100,000:	Date:	Superintendent

FOR ACCOUNTING USE ONLY	
Funds Encumbered	Date
Grant Accounting Review:	Contracts Accounting Review:

Seattle Public Schools Sole Source Justification Form

Instructions

- This form must be completely filled out and must accompany a Personal Services Contract (PSC) over \$25,000 whenever a sole source contract is requested. If purchasing goods and equipment, this form must be completed and accompany the Purchase Requisition (B2B/Market Place) whenever a sole source purchase is requested. For sole source purchases funded from federal grant money, this section must be completely filled out and must accompany any PSC that is over **\$3,500**, if a sole source contract is requested. A sole source purchase is made when only one provider or supplier is available to meet the District's needs. Approvals for sole source requests shall be made in accordance with the thresholds indicated in the Authority matrix.
- The sole source purchase must meet the requirements of RCW 39.04.280, Competitive bidding requirements – Exemptions: (a) Purchases that are clearly and legitimately limited to a single source of supply, or (b) Purchases involving special facilities or market conditions.
- **The District requires competition whenever practicable as part of good business practices. In cases where only one product or service is desired, competition should be used in obtaining the best price/service from dealers and distributors.**
- Completing this form does not guarantee that the proposed supplier will be selected. Additional information may be required. It is the requestor's responsibility to provide all the required information and documentation indicated on this form.

THIS SOLE SOURCE REQUEST IS FOR THE USE OF A SPECIFIC (check appropriate box below):

- Personal or Purchased Service Vendor/Contractor
 Manufacturer, Brand and/or Model of goods, materials, software or equipment

INITIATORS'S DEPARTMENT INFORMATION			
Department		Phone	
Contact Name		E-mail	
Title			
Contract amount: \$			
PROPOSED VENDOR/SUPPLIER INFORMATION			
Company Name			
Address		Phone	
City, State, Zip		Email	
Description of service:		Web Address	
PROPOSED MANUFACTURER INFORMATION (IF SUBMITTING REQUEST FOR A SPECIFIC MANUFACTURER, BRAND AND/OR MODEL)			
Manufacturer			
Description of goods, materials, software or equipment:		Brand/Model #	

PLEASE ANSWER THE FOLLOWING QUESTIONS. Attach additional sheets if needed.

1. Is the vendor or good specifically identified within a grant or sponsored project?

- Yes
- No

If YES, provide backup documentation from the funding source confirming this.

2. For goods, is the product required to match or be compatible with current equipment?

- Yes
- No
- Not Applicable (request is for Services)

If YES, describe.

3. Have you used this vendor for these goods or services in the past?

- Yes
- No

If YES, describe (years, duration)

4. How long into the future do you anticipate utilizing this vendor or manufacturer for these goods or services under a sole source designation?

5. As stewards of public funds, competition is required whenever practicable to obtain the best price for goods or best value of services needed.

a. List the vendors that were contacted and indicate why their services or goods were not considered / appropriate.

b. How did the prices or fees compare to other vendors? Be specific.

6. a. State the reason in detail why the product/service can only be provided by the recommended sole source vendor.

- b. Include any documentation (ex. CV, product specifications, quote, proposal, website address, etc.) that supports your recommendation.**

- 7. If we do not contract with the proposed vendor, how would you accomplish this work? Are other options available?**

Sole Source Justification - Approvals required

This sole source form is to be attached to the Executive Approval Form (Superintendent Procedure 6220SP.A, Attachment 2) to obtain proper approval signatures as noted below.

Sole Source Approvals		Initiator	Manager	Director	Purchasing	Contracting Services	Legal	Accounting	Asst. Supt. for Initiator	Asst. Supt. for B&F*	Superintendent	Board
Personal Services	Up to \$25K	RA	RA					RA,E				
	\$25K - \$75K	RA	RA	RA		RA	RA	RA,E				
	\$75K - \$100K	RA	RA	RA		RA	RA	RA	RA	E		
	\$100K - \$250K	RA	RA	RA		RA	RA	RA	RA	RA	E	
	Over \$250K	RA	RA	RA		RA	RA	RA	RA	RA	E	RA
Goods, Materials, Software, Equipment and Purchased Services	Up to \$75K	RA	RA		RA,E							
	\$75K - \$100K	RA	RA	RA	RA		RA	RA	RA	E		
	\$100K - \$250K	RA	RA	RA	RA		RA	RA	RA	RA	E	
	Over \$250K	RA	RA	RA	RA		RA	RA	RA	RA	E	RA

*Assistant Superintendent for Business and Finance has authority to execute sole source justifications up to \$100K. The Superintendent and Assistant Superintendent for Business and Finance must approve any sole source justification over \$100K.

Sole source documentation or documentation of competition must be included with Personal Services Contract if over \$25K, and must be included with any sole source PSC if funded by federal grant money

RA – Review/Approval

E – Execute

I have read and understand the District’s Board Policy 6220 for Procurement and the sole source procedures and certify that this contract meets the guidelines and requirements of sole source procurement.

Department Initiator	Signature	Date	
	Printed Name		
Reviewed and Approved by Department Manager or Director:	Signature	Date	
	Printed Name		