



SCHOOL BOARD ACTION REPORT

DATE: August 28, 2020
FROM: Denise Juneau, Superintendent
LEAD STAFF: Jolynn Berge, Chief Financial Officer, jdberge@seattleschools.org
Michael Stone, Director of Grants, Fiscal Compliance & Strategic Partnerships, mastone@seattleschools.org.

For Introduction: September 23, 2020
For Action: October 7, 2020

1. TITLE

Seattle Public Schools (SPS) Personal Services Contracts (PSC) with Seneca Family of Agencies.

2. PURPOSE

This action report would approve the contract with Seneca Family of Agencies for a total of \$468,500 to provide Families, Education, Preschool, and Promise (FEPP) Levy funded activities.

3. RECOMMENDED MOTION

I move that the Board authorize the Superintendent to execute the contract with Seneca Family of Agencies in the amount of \$468,500 for the purpose of providing Families, Education, Preschool, and Promise (FEPP) Levy funded or other funding source activities in selected elementary, K-8, middle and high schools, 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** Seneca Family of Agencies will deliver student support and tutoring services during school year 2020-21. SPS is entering into one master contract with the Seneca Family of Agencies to provide distance and in-person support to students.

In an effort to support schools, we are combining individual school partnerships into one Personal Services Contract for each community-based organization (CBO). In 2015, Grants and Grants Accounting moved to a model of master contracts for CBO contracts with schools. If each school had their own personal services contract with each CBO, it would not meet the threshold of \$250,000 for Board Approval. For transparency purposes we have combined all school requests for CBO services into one master contract for Board of Directors approval.

Multiple schools have chosen to contract with the Seneca Family of Agencies, primarily to provide after school time learning and enrichment opportunities through distance or in-

person small group settings. The Seneca Family of Agencies has been providing after-school programing at many of our school sites over the past seven years.

- b. Alternatives** Separate personal services contracts would be required for each school if the proposed motion is not approved. Board approval of this motion simplifies the process for schools, the accounting office, and community-based organizations. Furthermore, this motion provides an additional level of transparency to the work, since the total commitment to each CBO is over \$250,000.
- c. Research** Contracts and associated outcomes for all programs for 2020-21 are being jointly developed with the City's Department of Education and Early Learning, central office staff, and the schools receiving funding.

5. **FISCAL IMPACT/REVENUE SOURCE**

The projected total for this contract is \$468,500. The funding will be provided through the City of Seattle's 2018 Families, Education, Preschool, and Promise (FEPP) Levy.

The revenue source for this motion is City of Seattle Families, Education, Pre-School & Promise Levy.

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

All Community Based Organizations just went through the Seattle Public School's Request for Qualifications (RFQ) process in May to qualify as a contracting partner with school sites. Schools chose which partners they want to provide services.

7. **EQUITY ANALYSIS**

The Families, Education, Preschool, and Promise Levy provides approved supplemental funding to 30 higher Free & Reduced Lunch percentage Elementary, Middle and High School programs throughout the district. This contract will provide students at FEPP funded school sites with

before, during and after school academic and enrichment programs to support closing opportunity gaps for students attending these schools.

8. STUDENT BENEFIT

These community based organizations will provide supplemental academic and enrichment support before, during and after school programs at FEPP funded school sites.

9. WHY BOARD ACTION IS NECESSARY

- ☒ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- ☐ 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 Board Policy No. 6220, Procurement, any contract over \$250,000 must be brought before the Board for approval.

This action aligns with Board Policy No. 4265, School and Community Partnerships, which encourages the pursuit of community partnerships that increase access to academic and non-academic supports.

SPS will work with the contracted partner to inform and implement to the amount feasible, in alignment with Board Resolution No. 2020/21-4, any outdoor education opportunities.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Audit & Finance Committee meeting on September 14, 2020. The Committee reviewed the motion and moved forward to the full Board for approval.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, contracts will be developed and approved by the start of school and services will begin with students.

13. ATTACHMENTS

- Seneca Family of Agencies Draft Personal Services Contract (for reference)
- Data Sharing Agreement (for reference)



Seneca Family of Agencies Data Sharing Agreement

Data Sharing Agreement

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Michael Stone
Director of Grants/Grants
mastone@seattleschools.org

The Seneca Family of Agencies data sharing agreement with Seattle Public Schools.

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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: SENECA FAMILY OF AGENCIES	WA State Business License (UBI#): 603 421 089
Doing Business As (DBA):	Email: contracts@senecacenter.org; janet_briggs@senecacenter.org
Address: 8945 GOLF LINKS ROAD	Telephone: 925-586-0314 (Amber Fretwell)
City, State and Zip: OAKLAND, CA 94605	Fax: 510.317.1443
Accounting Use: Vendor # 207086	PO#

This contract 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:

I. SCOPE OF WORK

A. General objectives of this contract (include a brief description of the agreed upon services):

Seneca Family of Agencies Unconditional Education (UE) Model seeks to disrupt the cycle of poverty achievement and exclusion by transforming schools into communities in which all students are welcomed and can thrive. UE is a holistic, multi-tiered system of supports (MTSS), that pairs evidenced-based interventions with an intentional focus on overall culture and climate. UE promotes systemic coordination and emphasizes early intervention by utilizing data to identify students needs and then providing services to address those needs before students fail, thereby reducing the need for more intensive and costly remediation in the future. Seneca's staff titles are:

*Behavior Intervention Specialist - support student who exhibit the most challenging of behaviors in modifying their behavior in order to access their education and stay in the lowest level of school placement possible; assist teachers in providing behavioral supports and positive behavior interventions. Works effectively as a member of a multidisciplinary team to assess, plan and implement specialized student plans.

*Clinical Intervention Specialist - provides therapeutic, case management and consultation services for caseload of students and families. Works effectively as a member of a multidisciplinary team to implement academic, behavioral and therapeutic services for students in need of intervention.

*Culture and Climate Specialist - dedicated to leading school teams in the pursuit of Unconditional Education for all students. Leads a multidisciplinary, multi-agency team to assess the culture and climate needs of the school community and create a responsive, culturally relevant annual implementation plan.

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Personal Services Contract

- B. In order to accomplish the general objects of this contract, Contractor shall perform the following specific duties (Describe the work to be performed by the contractor in detail, including the quantifiable steps or components of what the contractor is to do. Identify all tasks, work elements and objectives/outcomes of the contract, and timetables by which major parts of the work are to be completed. The specific duties may be attached as a separate document. If a separate attachment, please state “contractor shall perform the duties outlined in attachment __.”):**

Review attached ADDENDUMS from:

Emerson	1.0 FTE Behavior Intervention Specialist	\$110,000
MLK	1.0 FTE Culture and Climate Specialist aka Unconditional Education (UE) Coach	\$72,500
Sanislo	1.0 FTE Behavior Intervention Specialist	\$110,000
South Shore	1.0 FTE Clinical Intervention Specialist 0.8 FTE Behavior Intervention Specialist	\$176,000

- C. Site/Location of Services:**

Emerson Elementary, Martin Luther King Jr Elementary, Sanislo Elementary and South Shore PreK - 8 School

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Personal Services Contract

II. SCHEDULE OF PERFORMANCE

No costs shall be incurred under this contract until fully executed and subsequent to the termination date.

The schedule of performance of Contractor's duties is as follows:

Dates of Services	
Start Date: 9/1/2020	End Date: 6/30/2021

III. PAYMENT (Select type):

☐ Hourly rate/Not to Exceed: In consideration of Contractor's satisfactory performance of the duties set forth herein, Contractor shall be compensated at an hourly rate of \$, for services rendered not to exceed a total of \$. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

☒ Set Rate: In consideration of Contractor's satisfactory performance of the duties set forth herein, Contractor shall be compensated at a set rate of dollars \$ 468,500.00 , inclusive of travel and all other contract-related costs. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

☐ Non-Financial: This is a non-financial agreement. In no event shall either party seek compensation for work performed under this agreement.

IV. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Seattle School District Policies and Superintendent Procedures
- Attachment A – Terms and Conditions
- Attachment B (if applicable) – Contractor Proposal
- Attachment C (if applicable) – [Title of attachment]
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

V. APPROVAL

This contract shall be subject to the written approval of the Superintendent's authorized representative and shall not be binding until so approved. The contract may be altered, amended or waived only by a written amendment executed by both parties.

Contractor Diversity (OPTIONAL)

The District is committed to educational equity for our students with the goal of having all students, regardless of race or class, ready to succeed in a racially and culturally diverse local, national and global community (School Board Policy No. 0030). Values of inclusion and equity are also part of the District's business practices - ensuring that minority-owned and women-owned businesses (WMBEs) have the maximum practicable opportunity to participate in contracting with the District. The District defines WMBE firms as at least 51 percent owned by women and/or minority. State certification is recommended, but not required to meet the District's WMBE definition. To assist the District in tracking our goal for diversity in our contracts, please provide the following information regarding your business:

<input type="checkbox"/> Minority-owned, Self-identified	<input type="checkbox"/> Minority-owned, OMWBE Certified
<input type="checkbox"/> Women-owned, Self-identified	<input type="checkbox"/> Women-owned, OMWBE Certified

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☐ Not applicable or Prefer not to answer

We the undersigned, agree to the terms of the foregoing contract.

CONTRACTOR NAME (PRINT NAME): JANET BRIGGS	FEDERAL TAX I.D. OR SOCIAL SECURITY NO.: 94 - 2971761
SIGNATURE: <u>Janet Briggs</u> <small>Janet Briggs (Aug 5, 2020 16:00 PDT)</small>	TITLE OF CONTRACTOR AND DATE SIGNED: CFO Aug 5, 2020

Contractor: 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 IRS at www.irs.gov

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.

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: Grants & Fiscal Compliance	Mail Stop: 33-343	Phone: 206-252-0222
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Print Name: MICHAEL A. STONE	Title: DIRECTOR - Grants & Fiscal Compliance
Signature: <u>Michael Stone</u>	Date: Aug 3, 2020

CODING

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2020-2021	various	Various - see addendums page 1	7322

SCHOOL BASED CONTRACTS APPROVAL OVER \$25,000

Print Name:	Title:
Signature:	Date:

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Personal Services Contract

Print Name:	Title:

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000:	Date:	Accounting Director
Contracts \$75,000 and Over:	Date:	Chief Financial Officer
Contracts over \$100,000:	Date:	Deputy Superintendent

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

Last Updated: January 2019

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ATTACHMENT A – TERMS AND CONDITIONS

1. Payment to the Contractor: 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.

2. Contractor Invoices: 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 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. Contractor shall furnish documents as may be required to evidence compliance with this section. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

4.1 Discrimination: Contractor shall comply with applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, including gender expression or identity, marital status, age or the presence of any sensory, mental or physical handicap.

4.2 Confidentiality: Contractor, all its employees, volunteers, agents or subcontractors providing Services at a public school shall comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g

4.3 Criminal background screening: Contractor, all its employees, volunteers, agents or subcontractors providing Services at a public school shall complete and pass a comprehensive national background check. Contractor shall at minimum meet criminal background check standards adopted by the District's volunteer program. Criminal background checks should be completed at the contractor's expense prior to start of Services. Contractor, all its employees, volunteers, agents or subcontractors may be background checked using District's Washington Access to Criminal History account (WATCH) as required by the WATCH user agreement.

4.4 Individuals with criminal records: Criminal records of Contractor, all its employees, volunteers, agents or subcontractors shall be examined using the District's procedure for reviewing volunteer applications with criminal records, or Contractor's own assessment tool if it is more rigorous than the District's.

4.5 Disqualifying criminal records: pursuant to RCW 28A.400.330, Contractor, all its employees, volunteers, agents or subcontractors shall be prohibited from providing Services at a public school where there may be contact with children, if they 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. Contractor shall furnish such documents as may be required to evidence such compliance.

4.6 Adult Sexual Misconduct Prevention awareness: Prior to start of Service, contractor, all its employees, volunteers, agents or subcontractors providing Services at a public school shall complete the District's "Adult Sexual Misconduct Prevention training for volunteers" available on the District's website at no cost.

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,

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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 Insurance 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 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 caused by the District, its officers or agents.

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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 District Policies and Procedures: Contractor agrees that all staff assigned to a District school or those that will provide services to District students under this contract shall comply with all District policies, procedures and guidelines.

8.8 Insurance: If (1) this contract, or any amendments to this contract exceed a total value of more than \$49,999, and (2) Contractor performs services on District property, the Contractor shall, prior to starting services, submit a certificate of insurance showing evidence of Contractor's 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. 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 involves regular unsupervised contact with minors, the District may require the Contractor to provide evidence of coverage for sexual abuse and molestation. If the contracted services involve professional services (including, but not limited to, medical, financial, legal, programming, design or educational services) the District may require the Contractor to provide evidence of professional liability coverage. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance. Seattle Public Schools shall be named as additional insured on the contractor's general liability policy.

8.9 Conflict of Interest: Vendor understands and agrees that District employees and officers generally must not accept gifts or gratuities from people who may have an interest in District actions. Pursuant to Policy 5251, a District employee may only accept from a vendor: (1) advertising or promotional items of nominal value; (2) informational materials, subscriptions related to the recipient's performance of official duties; and food and beverages consumed at hosted receptions or hosted meals where attendance is related to the receiving employee's performance of official duties. Further, Vendor may not enter into any non-consumer business arrangement with any director, employee or agent of Seattle Public Schools, other than as a representative of the District, without prior written notification thereof to the District.

8.10 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, performance, 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.



EXECUTIVE APPROVAL FORM

This form is to be used for contracts, MOU's, and grants above \$75,000 and for sole source and emergency approvals. Contracts below \$75,000 may be signed by the Purchasing or Accounting Manager. An original of the document to be approved must be attached to this form. If the contract requires Board approval, a copy of the approved Board Action Report must be included.

TO: Chief Financial Officer (for approvals up to \$100,000)
Superintendent (for approvals over \$100,000)

Requesting Approval for (Check all that apply):	<input checked="" type="checkbox"/> Contract/PSC/PO	<input type="checkbox"/> MOU	<input type="checkbox"/> Grant
	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Emergency	<input type="checkbox"/> Other: _____
	<input type="checkbox"/> Inter-Local Cooperative Agreement		
Project Title/Description /Reason Procurement Requested: FY 2020-2021 Personal Service Contract (PSC) with Seneca Family of Agencies (V# 207086)			
Contract Amount: \$468,500.00			

The subject and attached material have been reviewed with the appropriate staff members as indicated by the signatures below. **All policies and legal requirements have been followed.** If the material meets your approval, please sign and return to the initiator's office. The page(s) requiring your signature have been tagged.

Attachment(s)/ Supporting Documentation PSC packet, addendums		Related Policy or RCW(s) or WAC(s)	
Initiator/Staff Member Information			
(1) Name (Print) MICHAEL A. STONE	Signature <i>Michael Stone</i>		Date Aug 4, 2020
Email/Phone mastone@seattleschools.org/ph:206-252-0222	Department Director, Grants & Fiscal Compliance		
ROUTING APPROVAL (For Contracts, Personal Service Contracts/ Purchase Orders \$75,000 - \$100,000)			
(2) Manager/Principal (Print) MICHAEL A. STONE	Signature <i>Michael Stone</i>		Date Aug 4, 2020
(3) Director (Print) MICHAEL A. STONE	Signature <i>Michael Stone</i>		Date Aug 4, 2020
(4) Facilities Finance (Capital only) (Print)	Signature		Date
(5) Procurement (Purchasing/Contracting) (Print)	Signature		Date
(6) Legal (Print)	Signature		Date
(7) Accounting (for encumbrance)* (Print)	Signature		Date
(8) Chief of Department (as appropriate) (Print)	Signature		Date
(9) Chief Financial Officer* (Print)	Signature		Date
FINAL APPROVAL (for Contracts \$100,000 - \$250,000)			
(10) Superintendent (Superintendent to execute contracts over \$250,000 after Board approval)* (Print)**	Signature		Date
BOARD APPROVAL (for Contracts OVER \$250,000)			
(11) Board Action Approval Date		<input type="checkbox"/> Approved Board Action Report (BAR) attached	

*Contract executor(s) – See Superintendent Procedures 6220SP.A, Attachment 1 for contract signature authorities

**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

Note: This Addendum is intended to accompany a Seattle Public Schools Personal Service Contract (PSC) with the named organization and is required for schools proposing Families and Education Levy funds toward services defined. Addendum is not binding without a Seattle Public Schools approved and fully executed Personal Services Contract.

Due Dates:

	<ul style="list-style-type: none"> DRAFT, unsigned PSC Addendum posted to DEEL SharePoint and sent to Seattle Public Schools (Marie Guzzardo, maguzzardo@seattleschools.org)
	<ul style="list-style-type: none"> FINAL, signed PSC Addendum posted to DEEL SharePoint and sent to Seattle Public Schools (Marie Guzzardo maguzzardo@seattleschools.org) CBOs must submit a copy of current W-9, Certificate of Insurance, and Washington State Business License to Seattle Public Schools (Marie Guzzardo, maguzzardo@seattleschools.org)

Contract Draft Date:	6/15/20
School (Only 1 Per Addendum):	Emerson Elementary
Community Based Organization (CBO):	Seneca Family of Agencies
Contract Term of Agreement: (MM/DD/YYYY to MM/DD/YYYY)	9/1/20-6/30/2021
Total Payment Amount:	\$110,000

*****ANY FUTURE CHANGE IN SERVICE, INCREASE, AND/OR DECREASE IN SERVICE COSTS
REQUIRES A CONTRACT MODIFICATION*****

SECTION 1: FUNDING SOURCE (To be completed by school)

FUND	Description	COST CENTER	TOTAL
7322	Title 1	EMR5127AY0	\$110,000
Total Payment Amount:			\$110,000

SECTION 2: SCOPE OF WORK (To be completed by school and/or CBO)

Please outline the work the CBO is expected to complete.

Recommendations:

- Be specific in detailing the nature of the CBO's work/key activities and the specific services to be provided.
- Specify the number of students served and the frequency and duration of activities and/or events.

**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

Overview:

Seneca Family of Agencies Unconditional Education (UE) Model seeks to disrupt the cycle of poor achievement and exclusion by transforming schools into communities in which all students are welcomed and can thrive. UE is a holistic, multi-tiered system of supports (MTSS), that pairs evidenced-based interventions with an intentional focus on overall culture and climate. UE promotes systemic coordination and emphasizes early intervention by utilizing data to identify student needs and then providing services to address those needs before students fail, thereby reducing the need for more intensive and costly remediation in the future.

The role of the Behavior Intervention Specialist is to support students who exhibit the most challenging of behaviors in modifying their behavior in order to access their education and stay in the lowest level of school placement possible; assist teachers in providing behavioral supports and positive behavior interventions. Additionally, the Behavior Intervention Specialist can provide coaching, modeling, and development opportunities to school staff. This will allow the Behavior Intervention Specialist to strategically support areas where improvements are needed in order to build the capacity of existing school staff to provide a similar level of intervention, grow their skills in classroom management and data analysis, or provide psychoeducation about trauma exposure, mental health disabilities, and more. In this way, expertise typically restricted to Tier 3 interventions will be adapted to the Tier 1.

This addendum for the 2020-2021 school year outlines Seneca Family of Agencies' partnership with Emerson Elementary through placement of a full-time Behavior Intervention Specialist (BIS). Services will consist of 40 hours per week in conjunction with the 2020-2021 district calendar and as mutually agreed upon between Seneca leadership and the school's principal.

Examples of the Behavioral Intervention Specialist Responsibilities:

- Implementation of School-Wide Positive Behavioral Supports. Aiding in school-wide behavioral intervention approaches using data to identify trends, demographics, interventions, and intervention efficiency.
- Respond to incidents which require behavior intervention, de-escalation, and mediation to support students' social-emotional well-being and increase their access to their learning environment.
- Active participation in MTSS school-wide teams
- Provide coaching, modeling and development opportunities to school staff. This can include behavior intervention, classroom management, data analysis, or psychoeducation about trauma exposure, mental health, or additional disabilities.
- Completion of Classroom Improvement Plans (CIPs) which include consultation of interventions, classroom systems/structures, and professional development to support partnership schoolteachers and staff in experiencing success with all students. include classroom observation and one to one teacher support
- Timely implementation of interventions, progress monitoring of students receiving interventions, and evaluation of intervention effectiveness.
- Use data and school-wide referral/identification system to work with Tier 3 students in order to develop individualized student behavioral interventions/plans/approaches and coordinate to implement such plans and procedures.

SECTION 3: ROLES, RESPONSIBILITIES, AND RESOURCES *(To be completed by school and CBO)*

Please outline the key people and their functions.

Recommendations:

- Name all relevant school and CBO positions (e.g. Site Coordinator, Staff Members, Volunteer Coordinator, Principal, Levy Coordinator, Teachers, etc.). Provide the names, contact information, availability, and specific responsibilities for each individual. Detail the work to be performed as well as the specific contributions each person will provide.

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- Specify resources provided by both organizations (e.g. curriculum, textual materials, rooms, access to photocopiers, etc.).

Requirement:

- Administrators managing contract addenda \geq \$25,000 must complete observations of CBO program implementation. A toolkit including a basic walkthrough assessment tool will be provided to schools. Please include this requirement in table "School Roles and Responsibilities" below.

CBO Position Title (Name if known)	CBO Roles and Responsibilities
Behavior Intervention Specialist (BIS) (1.0 FTE)	<ul style="list-style-type: none"> Work effectively as a member of a multidisciplinary team to assess, plan and implement specialized student plans Provide direct behavioral intervention/modification for students that decreases engagement in disruptive, harmful or negative behaviors and increases engagement in positive replacement behaviors as appropriate Support Positive Behavior Intervention Systems (PBIS) through individual, classroom-wide, and school-wide training/coaching and professional development Provide direct coaching for staff to increase capacity and skill set Support and monitor the implementation of the Behavior Intervention Plans, Behavior Intervention Maps, etc. Collect data, record anecdotal student progress toward their goals, and maintain behavioral charting data through formal documentation methods (i.e., data tracking, mental health notes, progress monitoring, carrying out assessments, etc.) Plan and lead student academic, social skill-building, and recreational group activities, as appropriate Engage families to increase school participation Participate in professional learning communities to enhance practice and create coherence (i.e., weekly individual supervision and twice monthly group supervision to expand skills and receive ongoing coaching and support, trainings, etc.) <p>*If there are or continue to be school closures due to COVID-19, all roles and responsibilities provided by the CBO will continue to be provided via teleservices. The goals of the partnership will remain the same and the services offered to the school will pivot to a virtual platform, still supporting the identified goals.</p>

School Position Title (Name if known)	School Roles and Responsibilities
School Leadership	<ul style="list-style-type: none"> School leadership will meet at least once a month with Seneca leadership to provide feedback and support collaboration Leadership in the implementation of a holistic student reset process, including the facilitation of opportunities for capacity building with mutually identified school staff (teachers, support providers, staff involved in the reset process, etc.) Partnership and collaboration in the above-mentioned duties of the Behavioral Intervention Specialist.
Teachers	<ul style="list-style-type: none"> <i>Utilization of collaborative referral process</i> <i>Completion of Social-Emotional Screener for all students in classroom</i> <i>Participation in collaborative planning and implementation of interventions for students served by the BIS</i>

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Personal Services Contract Addendum School Year 2020-21**

School Nurse and Academic Interventionists	<ul style="list-style-type: none"> Participation in clinical service team meetings and collaborative referral process Consultation as requested on students receiving services through the BIS
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CBO Resources	School Resources
Transportation for BIS to engage families off site as needed for the intervention process	Access to family contact information, support (when available) in initial family engagement, and space to meet with families as needed for the intervention process
Assessment tools for students receiving intensive individual interventions and pre- and post-assessments for group interventions	Storage for materials and work space for individual staff, including access to school copier
A HIPPA & FERPA compliant database to track interventions and monitor progress by the Behavior Intervention Specialist	Access to data from Student Information System to support whole school and targeted services
Training materials and curriculum for school staff in areas of trauma-informed practice, positive behavioral interventions, and promotion of social-emotional wellbeing	Monthly meetings to discuss partnership and plan next steps (more frequently if desired)
Project management and leadership support	Information regarding desired format and content, as well as required timelines and other expectations
Staff cell phone and laptop	Dedicated workspace for the Behavioral Intervention Specialist.

SECTION 4: DELIVERABLES AND BUDGET *(To be completed by school and CBO)*

Please specify the contract payment type and then provide a description, deadline, and corresponding payment amount for the goods or services the CBO will complete or perform during the tenure of the contract.

Recommendations:

- Review your scope of work and bullet the specific deliverables the organization will complete during the tenure of the contract.
- Identify the person or role responsible for completing the action as well as the date the item is due.
- Include enrollment/service capacity of your program to ensure monthly service levels invoiced for are at appropriate amounts
- If you are using a deliverable-based payment contract, specify the amount the organization will receive upon successfully completing the item.

Contract term dates:	Start Date: 9/1/2020 End Date: 6/30/2021	
Contract payment type:	<input checked="" type="checkbox"/> Fixed-Payment Schedule	Monthly payment amount: <div style="text-align: right;">\$ <u>11,000</u></div>

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	(payments issued in equal monthly installments, during the contract period, following service provision, and invoice approval and processing)	Total number of months: <div align="right"><u>10</u> months</div>
	Fee Schedule: September 2020: \$11,000 October 2020: \$11,000 November 2020: \$11,000 December 2020: \$11,000 January 2021: \$11,000 February 2021: \$11,000 March 2021: \$11,000 April 2021: \$11,000 May 2021: \$11,000 June 2021: \$11,000	
<input type="checkbox"/> Fee-for-Service (payment issued upon completion of pre-determined services/deliverables)		

SUMMARY OF DELIVERABLES				
Item	Entity Responsible	Action	Due Date	Payment Amount
1.0 FTE Behavioral Intervention Specialist	Seneca Family of Agencies	Seneca will staff a 1.0 FTE Behavioral Intervention Specialist at Emerson	Fixed monthly payments upon satisfactory completion of specific services	\$11,000 (invoiced over 10 month period)
TOTAL PAYMENT AMOUNT (Should equal Total Payment Amount on pg.1)				\$110,000

REQUIRED: CBO agrees to adopt Levy outcome/indicator targets once they are received by the school from the City of Seattle's Department of Education and Early Learning.

SECTION 5 (OPTIONAL): CBO REPORTS TO SCHOOLS (For CBOs providing regular direct services to students)

Please specify the quantitative and qualitative data elements the CBO must provide to the school principal. Please note the frequency of report delivery.

Recommendations:

- Detail any data collection/analysis efforts you expect the CBO to perform. Specify quantitative and qualitative elements as well as the frequency and in what format it must be provided to the school.
- It is important to remember that invoices for service generally include basic information on deliverables and cannot provide any identifiable student information
- The items listed should help ensure completion of deliverables and progress toward Outcome/Indicator Targets.
- Reports are not limited to the items below. Additional items can be added by the school during the contract period.

The school ☒ is ☐ is NOT requiring the CBO to report data to the school. (Mark an "x" next to "is" or "is not")

ITEM	DELIVERY DATE OR FREQUENCY	DESCRIPTION
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**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

Names and number of students being served	Weekly	List of students being served with individual and group interventions provided by Seneca staff using Emerson protocol of names, intervention, and duration
Progress Monitoring Data for Student Interventions	Varied based on frequency of contact with student.	As available through the design of intervention process and based on the cycle of intervention, progress monitoring data for students receiving interventions provided by the BIS (if applicable). This data is often used for Eagle Team meetings and student referrals.
Weekly staff meeting updates	Weekly	Work with PBIS Team and Eagle Team to update school community on data and intervention efforts
Meeting between Principal and Seneca supervisors	At least once per month	Meeting to review data and ensure ongoing collaboration and success of partnership

***This addendum is not binding without a Seattle Public Schools approved
and fully executed Personal Services Contract (PSC)***

Signed this day, the 29 of June, 2020 by:
(date) (month)

Principal

(Signature):

X 

(Printed): Erin Rasmussen

CBO Representative

(Signature):

X Janet Briggs
Digitally signed by Janet Briggs
Date: 2020.06.29 16:48:17 -07'00'

(Printed): Janet Briggs

(Title):

CFO

**City of Seattle Families and Education Levy
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Note: This Addendum is intended to accompany a Seattle Public Schools Personal Service Contract (PSC) with the named organization and is required for schools proposing Families and Education Levy funds toward services defined. Addendum is not binding without a Seattle Public Schools approved and fully executed Personal Services Contract.

Due Dates:

5/29/2020	<ul style="list-style-type: none"> DRAFT, unsigned PSC Addendum posted to DEEL SharePoint and sent to Seattle Public Schools (Marie Guzzardo, maguzzardo@seattleschools.org)
	<ul style="list-style-type: none"> FINAL, signed PSC Addendum posted to DEEL SharePoint and sent to Seattle Public Schools (Marie Guzzardo maguzzardo@seattleschools.org) CBOs must submit a copy of current W-9, Certificate of Insurance, and Washington State Business License to Seattle Public Schools (Marie Guzzardo, maguzzardo@seattleschools.org)

Contract Draft Date:	5/22/20
School (Only 1 Per Addendum):	MLK Elementary
Community Based Organization (CBO):	Seneca Family of Agencies
Contract Term of Agreement: (MM/DD/YYYY to MM/DD/YYYY)	9/1/20-1/31/2021
Total Payment Amount:	\$72,500

*****ANY FUTURE CHANGE IN SERVICE, INCREASE, AND/OR DECREASE IN SERVICE COSTS
REQUIRES A CONTRACT MODIFICATION*****

SECTION 1: FUNDING SOURCE (To be completed by school)

FUND	Description	COST CENTER	TOTAL
1L74	Levy	BNL7927EJ0	\$20,123
1C01	Title	BNR5127AY0 7322	\$15,136
1A28	High Poverty LAP	BNR55274N0	\$37,241
Total Payment Amount:			\$72,500

SECTION 2: SCOPE OF WORK (To be completed by school and/or CBO)

Please outline the work the CBO is expected to complete.

Recommendations:

- Be specific in detailing the nature of the CBO's work/key activities and the specific services to be provided.
- Specify the number of students served and the frequency and duration of activities and/or events.

**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

Overview:

Seneca Family of Agencies Unconditional Education (UE) Model seeks to disrupt the cycle of poor achievement and exclusion by transforming schools into communities in which all students are welcomed and can thrive. UE is a holistic, multi-tiered system of supports (MTSS), that pairs evidenced-based interventions with an intentional focus on overall culture and climate. UE promotes systemic coordination and emphasizes early intervention by utilizing data to identify student needs and then providing services to address those needs before students fail, thereby reducing the need for more intensive and costly remediation in the future.

The Culture and Climate Specialist is dedicated to leading school teams in the pursuit of Unconditional Education for all students. The Unconditional Education model attempts to provide schools with a comprehensive model where schools, families, and Seneca provider(s) collaborate to promote the achievement of all children within inclusive environments.

Services will consist of 40 hours per week in conjunction with the 2020-2021 district calendar and as mutually agreed upon between Seneca leadership and the school's principal.

Examples of the Culture and Climate Specialist responsibilities are:

- Lead a multi-disciplinary, multi-agency team to assess the culture and climate needs of the school community and create a responsive, culturally relevant annual implementation plan
- Implementation and facilitation of School-Wide Positive Behavioral Supports (SWPBS); lead creation of an onsite SWPBS team and act as the lead for implementation; facilitate initial assessments and ongoing fidelity measurements for the implementation of SWPBS
- Facilitate evaluation and program improvement assessment activities onsite
- Lead the Coordination of Services Team to oversee referral of students requiring support, timely implementation of interventions, progress monitoring of students receiving interventions, and the evaluation of intervention effectiveness
- Provide consultation and professional development to support partnership school teachers and staff in experiencing success with all students
- Coordinate implementation of research-based interventions aligned with a multi-tiered intervention framework
- Engage caregivers in the educational process through formal trainings and workshops and by providing frequent opportunities to discuss student growth and needs.

SECTION 3: ROLES, RESPONSIBILITIES, AND RESOURCES *(To be completed by school and CBO)*

Please outline the key people and their functions.

Recommendations:

- Name all relevant school and CBO positions (e.g. Site Coordinator, Staff Members, Volunteer Coordinator, Principal, Levy Coordinator, Teachers, etc.). Provide the names, contact information, availability, and specific responsibilities for each individual. Detail the work to be performed as well as the specific contributions each person will provide.
- Specify resources provided by both organizations (e.g. curriculum, textual materials, rooms, access to photocopiers, etc.).

Requirement:

- Administrators managing contract addenda \geq \$25,000 must complete observations of CBO program implementation. A toolkit including a basic walkthrough assessment tool will be provided to schools. Please include this requirement in table "School Roles and Responsibilities" below.

CBO Position Title (Name if known)	CBO Roles and Responsibilities
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Personal Services Contract Addendum School Year 2020-21**

Culture and Climate Specialist aka Unconditional Education (UE) Coach (1.0 FTE)	<ul style="list-style-type: none"> • In collaboration with school admin, lead a multi-disciplinary, multi-agency team to assess the culture and climate needs of the school community and create a responsive, culturally relevant annual implementation plan • In collaboration with school admin, implement and facilitate School-Wide Positive Behavioral Supports (SWPBS); lead creation of an onsite SWPBS team and act as the lead for implementation; facilitate initial assessments and ongoing fidelity measurements for the implementation of SWPBS • In collaboration with school admin, facilitate evaluation and program improvement assessment activities onsite • In collaboration with school admin, lead the Coordination of Services Team to oversee referral of students requiring support, • In collaboration with school admin, teachers, and identified staff, provide timely implementation of interventions, progress monitoring of students receiving interventions, and evaluation of intervention effectiveness • Provide consultation and professional development to support partnership school teachers and staff in experiencing success with all students • Coordinate implementation of research-based interventions aligned with a multi-tiered intervention framework • Engage caregivers in the educational process through formal trainings and workshops and by providing frequent opportunities to discuss student growth and needs as appropriate <p>*If there are or continue to be school closures due to COVID-19, all roles and responsibilities provided by the CBO will continue to be provided via teleservices. The goals of the partnership will remain the same and the services offered to the school will pivot to a virtual platform, still supporting the identified goals.</p>
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School Position Title (Name if known)	School Roles and Responsibilities
School Leadership	<ul style="list-style-type: none"> • School leadership will meet at least once a month with Seneca leadership to provide feedback and support collaboration • Leadership in the implementation of a holistic student reset process, including the facilitation of opportunities for capacity building with mutually identified school staff (teachers, support providers, staff involved in the reset process, etc.) • Partnership and collaboration in the above mentioned duties of the Culture and Climate Specialist
Teachers	<ul style="list-style-type: none"> • Utilization of collaborative referral process • Participation in collaborative planning and implementation of interventions for students served by the SSC
Family Service Worker	<ul style="list-style-type: none"> • Participation in clinical service team meetings and collaborative referral process • Support in engagement of families identified for Seneca supports as requested by SSC • Consultation as requested on students receiving services through the SSC
School Counselor	<ul style="list-style-type: none"> • Consultation as requested on students receiving services through the SSC

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School Nurse and Academic Interventionists	Consultation as requested on students receiving services through the CIS and SSC
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CBO Resources	School Resources
School-wide assessment using the School Climate Assessment Instrument (SCAI)	Access to family contact information, support (when available) in initial family engagement, and space to meet with families as needed for the intervention process
Assessment tools for students receiving intensive individual interventions and pre- and post-assessments for group interventions	Storage for materials and work space for individual staff, including access to school copier
SWIS documentation system to track interventions	Access to data from Student Information System to support whole school and targeted services
Training materials and curriculum for school staff in areas of trauma-informed education and practices, positive behavioral interventions, and promotion of social-emotional wellbeing	Time once a month during staff meeting for updates and professional development
Project management and leadership support	Monthly meetings to discuss partnership and plan next steps (more frequently if desired)
Regular updates for school newsletter and/or other internal or external facing publications	Information regarding desired format and content, as well as required timelines and other expectations
Staff cell phone and laptop	Dedicated workspace for the Culture and Climate Specialist

SECTION 4: DELIVERABLES AND BUDGET *(To be completed by school and CBO)*

Please specify the contract payment type and then provide a description, deadline, and corresponding payment amount for the goods or services the CBO will complete or perform during the tenure of the contract.

Recommendations:

- Review your scope of work and bullet the specific deliverables the organization will complete during the tenure of the contract.
- Identify the person or role responsible for completing the action as well as the date the item is due.
- Include enrollment/service capacity of your program to ensure monthly service levels invoiced for are at appropriate amounts
- If you are using a deliverable-based payment contract, specify the amount the organization will receive upon successfully completing the item.

Contract term dates:	Start Date: 9/1/2020 End Date: 1/31/2021
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Personal Services Contract Addendum School Year 2020-21**

Contract payment type:	<input checked="" type="checkbox"/> Fixed-Payment Schedule <i>(payments issued in equal monthly installments, during the contract period, following service provision, and invoice approval and processing)</i>	Monthly payment amount: <div align="right">\$ <u>14,500</u></div>
		Total number of months: <div align="right"><u>5</u> months</div>
	Fee Schedule: September 2020: \$14,500 October 2020: \$14,500 November 2020: \$14,500 December 2020: \$14,500 January 2021: \$14,500	
	<input type="checkbox"/> Fee-for-Service <i>(payment issued upon completion of pre-determined services/deliverables)</i>	

SUMMARY OF DELIVERABLES				
Item	Entity Responsible	Action	Due Date	Payment Amount
1.0 FTE Culture and Climate Specialist/UE Coach	Seneca Family of Agencies	Seneca will staff a 1.0 FTE Culture and Climate Specialist/UE Coach at MLK	Fixed monthly payments upon satisfactory completion of specific services	\$14,500 (invoiced over 5 month period)
TOTAL PAYMENT AMOUNT <i>(Should equal Total Payment Amount on pg.1)</i>				\$72,500

REQUIRED: CBO agrees to adopt Levy outcome/indicator targets once they are received by the school from the City of Seattle's Department of Education and Early Learning.

SECTION 5 (OPTIONAL): CBO REPORTS TO SCHOOLS *(For CBOs providing regular direct services to students)*

Please specify the quantitative and qualitative data elements the CBO must provide to the school principal. Please note the frequency of report delivery.

Recommendations:

- Detail any data collection/analysis efforts you expect the CBO to perform. Specify quantitative and qualitative elements as well as the frequency and in what format it must be provided to the school.
- It is important to remember that invoices for service generally include basic information on deliverables and cannot provide any identifiable student information
- The items listed should help ensure completion of deliverables and progress toward Outcome/Indicator Targets.
- Reports are not limited to the items below. Additional items can be added by the school during the contract period.

The school X is is NOT requiring the CBO to report data to the school. (Mark an "x" next to "is" or "is not")

ITEM	DELIVERY DATE OR FREQUENCY	DESCRIPTION
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Names and frequency of staff support and observations	Monthly	List of staff being supported, detailed notes of in-class observations and capacity building meetings
Progress Monitoring Data for classroom level interventions	At the end of each cycle. Cycles of intervention typically last 6-8 weeks	Indicators which show whether new intervention or instructional strategies are working as intended in targeted classrooms
Names and number of students being served	At the end of each cycle. Cycles of intervention typically last 6-8 weeks	List of students being served with individual and group interventions provided by Seneca staff
Progress Monitoring Data for Student Interventions	Varied based on frequency of contact with student	As available through the design of intervention process and based on the cycle of intervention, progress monitoring data for students receiving interventions provided by the Seneca staff
Monthly staff meeting updates	Monthly	Once per month, work with MTSS Team and intervention Team to update school community on data and intervention efforts
Meeting between Principal and Director of School Partnerships	At least once per month	Meeting to review data and ensure ongoing collaboration and success of partnership

*****This addendum is not binding without a Seattle Public Schools approved
and fully executed Personal Services Contract (PSC)*****

Signed this day, the 28 of 05, 2020 by:
(date) (month)

Principal

(Signature):

(Printed): Christopher N. Thomas

CBO Representative

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Personal Services Contract Addendum School Year 2020-21**

(Signature): X Janet Briggs Digitally signed by
Janet Briggs
Date: 2020.06.08
14:10:14 -07'00'

(Printed): Janet Briggs

(Title): CFO

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Personal Services Contract Addendum School Year 2020-21**

Note: This Addendum is intended to accompany a Seattle Public Schools Personal Service Contract (PSC) with the named organization and is required for schools proposing Families and Education Levy funds toward services defined. Addendum is not binding without a Seattle Public Schools approved and fully executed Personal Services Contract.

Due Dates:

?	<ul style="list-style-type: none"> DRAFT, unsigned PSC Addendum posted to DEEL SharePoint and sent to Seattle Public Schools (Marie Guzzardo, maguzzardo@seattleschools.org)
?	<ul style="list-style-type: none"> FINAL, signed PSC Addendum posted to DEEL SharePoint and sent to Seattle Public Schools (Marie Guzzardo maguzzardo@seattleschools.org) CBOs must submit a copy of current W-9, Certificate of Insurance, and Washington State Business License to Seattle Public Schools (Marie Guzzardo, maguzzardo@seattleschools.org)

Contract Draft Date:	5/28/20
School (Only 1 Per Addendum):	Sanislo Elementary
Community Based Organization (CBO):	Seneca Family of Agencies
Contract Term of Agreement: (MM/DD/YYYY to MM/DD/YYYY)	9/1/20-6/30/2021
Total Payment Amount:	\$110,000

*****ANY FUTURE CHANGE IN SERVICE, INCREASE, AND/OR DECREASE IN SERVICE COSTS
REQUIRES A CONTRACT MODIFICATION*****

SECTION 1: FUNDING SOURCE (To be completed by school)

FUND	Description	COST CENTER	TOTAL
1L74	Sanislo Levy Baseline	SOL792EJ0	\$110,000
Total Payment Amount:			\$110,000

SECTION 2: SCOPE OF WORK (To be completed by school and/or CBO)

Please outline the work the CBO is expected to complete.

Recommendations:

- Be specific in detailing the nature of the CBO's work/key activities and the specific services to be provided.
- Specify the number of students served and the frequency and duration of activities and/or events.

**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

Overview:

Seneca Family of Agencies Unconditional Education (UE) Model seeks to disrupt the cycle of poor achievement and exclusion by transforming schools into communities in which all students are welcomed and can thrive. UE is a holistic, multi-tiered system of supports (MTSS), that pairs evidenced-based interventions with an intentional focus on overall culture and climate. UE promotes systemic coordination and emphasizes early intervention by utilizing data to identify student needs and then providing services to address those needs before students fail, thereby reducing the need for more intensive and costly remediation in the future.

The role of the Behavior Intervention Specialist is to support students who exhibit the most challenging of behaviors in modifying their behavior in order to access their education and stay in the lowest level of school placement possible; assist teachers in providing behavioral supports and positive behavior interventions. This position is also responsible for monitoring, redirecting and modifying student progress regarding maladaptive behaviors and performance, administering intensive behavior intervention programs to identified students, and performing a variety of clerical duties as assigned. Additionally, the Behavior Intervention Specialist can provide coaching, modeling and development opportunities to school staff. These insights will further inform the work of the BIS, allowing them to strategically support areas where improvements are needed in order to build the capacity of existing school staff to provide a similar level of intervention, grow their skills in classroom management or data analysis, or provide psychoeducation about trauma exposure, mental health disabilities, and more. In this way, expertise typically restricted to Tier 3 interventions will be adapted to the Tier 1 environment through the utilization of data-informed approaches, the integration of trauma experts into the school community, and the strategic use of adult learning practices aimed at increasing staff capacity working with vulnerable students.

This addendum for the 2020-2021 school year outlines Seneca Family of Agencies' partnership with Sanislo Elementary through placement of a full-time Behavior Intervention Specialist (BIS). Services will consist of 40 hours per week in conjunction with the 2020-2021 district calendar and as mutually agreed upon between Seneca leadership and the school's principal.

Examples of the Behavioral Intervention Specialist Responsibilities:

- Implementation of School-Wide Positive Behavioral Supports. Aiding in school-wide behavioral intervention approaches through the use of data to identify trends, demographics, interventions, and intervention efficiency.
- Active participation in MTSS school-wide teams
- Completion of Classroom Improvement Plans (CIPs) which include consultation of interventions, classroom systems/structures, and professional development to support partnership school teachers and staff in experiencing success with all students. include classroom observation and one to one teacher support
- Timely implementation of interventions, progress monitoring of students receiving interventions, and evaluation of intervention effectiveness.
- Using data and school-wide referral/identification system to work with Tier 3 students in order to develop individualized student behavioral interventions/plans/approaches and coordination to implementing such plans and procedures.

SECTION 3: ROLES, RESPONSIBILITIES, AND RESOURCES *(To be completed by school and CBO)*

Please outline the key people and their functions.

Recommendations:

- Name all relevant school and CBO positions (e.g. Site Coordinator, Staff Members, Volunteer Coordinator, Principal, Levy Coordinator, Teachers, etc.). Provide the names, contact information, availability, and specific

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Personal Services Contract Addendum School Year 2020-21**

responsibilities for each individual. Detail the work to be performed as well as the specific contributions each person will provide.

- Specify resources provided by both organizations (e.g. curriculum, textual materials, rooms, access to photocopiers, etc.).

Requirement:

- Administrators managing contract addenda \geq \$25,000 must complete observations of CBO program implementation. A toolkit including a basic walkthrough assessment tool will be provided to schools. Please include this requirement in table "School Roles and Responsibilities" below.

CBO Position Title (Name if known)	CBO Roles and Responsibilities
Behavior Intervention Specialist (BIS) (1.0 FTE)	<ul style="list-style-type: none"> • Work effectively as a member of a multidisciplinary team to assess, plan and implement specialized student plans • Provide direct behavioral intervention/modification for students that decreases engagement in disruptive, harmful or negative behaviors and increases engagement in positive replacement behaviors as appropriate • Support Positive Behavior Intervention Systems (PBIS) through individual, classroom-wide, and school-wide training/coaching and professional development • Provide direct coaching for staff to increase capacity and skill set • Support and monitor the implementation of the Behavior Intervention Plans, Behavior Intervention Maps, etc. • Collect data, record anecdotal student progress toward their goals, and maintain behavioral charting data through formal documentation methods (i.e., data tracking, mental health notes, progress monitoring, carrying out assessments, etc.) • Plan and lead student academic, social skill-building, and recreational group activities, as appropriate • Engage families to increase school participation • Participate in professional learning communities to enhance practice and create coherence (i.e., weekly individual supervision and twice monthly group supervision to expand skills and receive ongoing coaching and support, trainings, etc.) <p>*If there are or continue to be school closures due to COVID-19, all roles and responsibilities provided by the CBO will continue to be provided via teleservices. The goals of the partnership will remain the same and the services offered to the school will pivot to a virtual platform, still supporting the identified goals.</p>

School Position Title (Name if known)	School Roles and Responsibilities
School Leadership	<ul style="list-style-type: none"> • School leadership will meet at least once a month with Seneca leadership to provide feedback and support collaboration

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Personal Services Contract Addendum School Year 2020-21**

	<ul style="list-style-type: none"> Leadership in the implementation of a holistic student reset process, including the facilitation of opportunities for capacity building with mutually identified school staff (teachers, support providers, staff involved in the reset process, etc.) Partnership and collaboration in the above mentioned duties of the Behavioral Intervention Specialist.
Teachers	<ul style="list-style-type: none"> <i>Utilization of collaborative referral process</i> <i>Completion of Social-Emotional Screener for all students in classroom</i> <i>Participation in collaborative planning and implementation of interventions for students served by the BIS</i>
School Nurse and Academic Interventionists	<ul style="list-style-type: none"> Participation in clinical service team meetings and collaborative referral process Consultation as requested on students receiving services through the BIS

CBO Resources	School Resources
Transportation for BIS to engage families off site as needed for the intervention process	Access to family contact information, support (when available) in initial family engagement, and space to meet with families as needed for the intervention process
Assessment tools for students receiving intensive individual interventions and pre- and post-assessments for group interventions	Storage for materials and work space for individual staff, including access to school copier
ION documentation system to track interventions received by the Behavior Intervention Specialist.	Access to data from Student Information System to support whole school and targeted services
Training materials and curriculum for school staff in areas of trauma-informed practice, positive behavioral interventions, and promotion of social-emotional wellbeing	Monthly meetings to discuss partnership and plan next steps (more frequently if desired)
Project management and leadership support	Information regarding desired format and content, as well as required timelines and other expectations
Staff cell phone and laptop	Dedicated workspace for the Behavioral Intervention Specialist.

SECTION 4: DELIVERABLES AND BUDGET *(To be completed by school and CBO)*

Please specify the contract payment type and then provide a description, deadline, and corresponding payment amount for the goods or services the CBO will complete or perform during the tenure of the contract.

Recommendations:

- Review your scope of work and bullet the specific deliverables the organization will complete during the tenure of the contract.
- Identify the person or role responsible for completing the action as well as the date the item is due.

**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

- Include enrollment/service capacity of your program to ensure monthly service levels invoiced for are at appropriate amounts
- If you are using a deliverable-based payment contract, specify the amount the organization will receive upon successfully completing the item.

Contract term dates:	Start Date: 9/1/2020 End Date: 6/30/2021	
Contract payment type:	<input checked="" type="checkbox"/> Fixed-Payment Schedule <i>(payments issued in equal monthly installments, during the contract period, following service provision, and invoice approval and processing)</i>	Monthly payment amount: <div align="right">\$ <u>11,000</u></div>
		Total number of months: <div align="right"><u>10</u> months</div>
	<input type="checkbox"/> Fee-for-Service <i>(payment issued upon completion of pre-determined services/deliverables)</i>	
Fee Schedule: September 2020: \$11,000 October 2020: \$11,000 November 2020: \$11,000 December 2020: \$11,000 January 2021: \$11,000 February 2021: \$11,000 March 2021: \$11,000 April 2021: \$11,000 May 2021: \$11,000 June 2021: \$11,000		

SUMMARY OF DELIVERABLES				
Item	Entity Responsible	Action	Due Date	Payment Amount
1.0 FTE Behavioral Intervention Specialist	Seneca Family of Agencies	Seneca will staff a 1.0 FTE Behavioral Intervention Specialist at Sanislo	Fixed monthly payments upon satisfactory completion of specific services	\$11,000 (invoiced over 10 month period)
TOTAL PAYMENT AMOUNT				\$110,000
<i>(Should equal Total Payment Amount on pg.1)</i>				

REQUIRED: CBO agrees to adopt Levy outcome/indicator targets once they are received by the school from the City of Seattle's Department of Education and Early Learning.

SECTION 5 (OPTIONAL): CBO REPORTS TO SCHOOLS *(For CBOs providing regular direct services to students)*

Please specify the quantitative and qualitative data elements the CBO must provide to the school principal. Please note the frequency of report delivery.

Recommendations:

**City of Seattle Families and Education Levy
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- Detail any data collection/analysis efforts you expect the CBO to perform. Specify quantitative and qualitative elements as well as the frequency and in what format it must be provided to the school.
- It is important to remember that invoices for service generally include basic information on deliverables and cannot provide any identifiable student information
- The items listed should help ensure completion of deliverables and progress toward Outcome/Indicator Targets.
- Reports are not limited to the items below. Additional items can be added by the school during the contract period.

The school X is is NOT requiring the CBO to report data to the school. (Mark an "x" next to "is" or "is not")

ITEM	DELIVERY DATE OR FREQUENCY	DESCRIPTION
Names and number of students being served	Monthly	List of students being served with individual and group interventions provided by Seneca staff
Names of students and number of incidents responded to by the BIS	At the end of each cycle. Cycles of intervention typically last 6-8 weeks	List of incidents responded to by the BIS
Progress Monitoring Data for Student Interventions	Varied based on frequency of contact with student.	As available through the design of intervention process and based on the cycle of intervention, progress monitoring data for students receiving interventions provided by the BIS (if applicable). This data is often used for SIT meetings and student referrals.
Weekly staff meeting updates	Weekly	Work with MTSS Team and intervention Team to update school community on data and intervention efforts
Meeting between Principal and Seneca manager	At least once per month	Meeting to review data and ensure ongoing collaboration and success of partnership
Names and number of students being served	Monthly	List of students being served with individual and group interventions provided by Seneca staff

*****This addendum is not binding without a Seattle Public Schools approved
and fully executed Personal Services Contract (PSC)*****

Signed this day, the 29th of May, 2020 by: Erika Ayer, Principal

(Signature): X 

City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21

(Printed): Erika Ayer

CBO Representative

(Signature): X Janet Briggs Digitally signed by Janet Briggs
Date: 2020.06.08 14:11:08 -07'00'

(Printed): Janet Briggs

(Title): CFO

**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

Note: This Addendum is intended to accompany a Seattle Public Schools Personal Service Contract (PSC) with the named organization and is required for schools proposing Families and Education Levy funds toward services defined. Addendum is not binding without a Seattle Public Schools approved and fully executed Personal Services Contract.

Due Dates:

	<ul style="list-style-type: none"> DRAFT, unsigned PSC Addendum posted to DEEL SharePoint and sent to Seattle Public Schools (Marie Guzzardo, maguzzardo@seattleschools.org)
	<ul style="list-style-type: none"> FINAL, signed PSC Addendum posted to DEEL SharePoint and sent to Seattle Public Schools (Marie Guzzardo maguzzardo@seattleschools.org) CBOs must submit a copy of current W-9, Certificate of Insurance, and Washington State Business License to Seattle Public Schools (Marie Guzzardo, maguzzardo@seattleschools.org)

Contract Draft Date:	6/16/2020
School (Only 1 Per Addendum):	South Shore
Community Based Organization (CBO):	Seneca Family of Agencies
Contract Term of Agreement: (MM/DD/YYYY to MM/DD/YYYY)	9/1/2020-6/30/2021
Total Payment Amount:	\$176,000

*****ANY FUTURE CHANGE IN SERVICE, INCREASE, AND/OR DECREASE IN SERVICE COSTS
REQUIRES A CONTRACT MODIFICATION*****

SECTION 1: FUNDING SOURCE *(To be completed by school)*

FUND	Description	COST CENTER	TOTAL
LEV	Wellness/MTSS supports	NSX7924S30	\$176,000
Total Payment Amount:			\$176,000

SECTION 2: SCOPE OF WORK *(To be completed by school and/or CBO)*

Please outline the work the CBO is expected to complete.

Recommendations:

- Be specific in detailing the nature of the CBO's work/key activities and the specific services to be provided.
- Specify the number of students served and the frequency and duration of activities and/or events.

**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

This addendum for the 2020-2021 school year outlines Seneca Family of Agencies' partnership with South Shore through placement of a full-time (1.0 FTE) Clinical Intervention Specialist (CIS) and part-time (0.6 FTE) Behavior Intervention Specialist (BIS). Services will consist of 40 hours per week for the CIS and 24 hours per week for the BIS in conjunction with the 2020-2021 district calendar and as mutually agreed upon between Seneca leadership and the school's principal.

The rate for a 1.0 FTE CIS is \$145,000/year. As a result of access to Medicaid funding, Seneca agrees to offer South Shore an annual rate of \$115,000 per 1.0 FTE CIS, with a clinical caseload of 12 Medicaid eligible clients. The remaining \$30,000 expense will be funded through Medicaid. Seneca and South Shore will meet on a quarterly basis to evaluate Medicaid funding. In the event Medicaid funding is greater than anticipated, the parties will amend this agreement by decreasing the district expense proportional to the amount of additional Medicaid funding. The annual rate for a BIS is \$110,000. At 0.6 FTE the annual district cost will be \$66,000.

Overview:

Seneca Family of Agencies Unconditional Education (UE) Model seeks to disrupt the cycle of poor achievement and exclusion by transforming schools into communities in which all students are welcomed and can thrive. UE is a holistic, multi-tiered system of supports (MTSS), that pairs evidenced-based interventions with an intentional focus on overall culture and climate. UE promotes systemic coordination and emphasizes early intervention by utilizing data to identify student needs and then providing services to address those needs before students fail, thereby reducing the need for more intensive and costly remediation in the future.

The role of the Behavior Intervention Specialist is to support students who exhibit the most challenging of behaviors in modifying their behavior in order to access their education and stay in the lowest level of school placement possible; assist teachers in providing behavioral supports and positive behavior interventions. This position is also responsible for monitoring, redirecting and modifying student behavior regarding maladaptive behaviors and performance, administering intensive behavior intervention programs to identified students, and performing duties as assigned. Additionally, the Behavior Intervention Specialist can provide coaching, modeling, and development opportunities to school staff. This will allow the Behavior Intervention Specialist to strategically support areas where improvements are needed in order to build the capacity of existing school staff to provide a similar level of intervention, grow their skills in classroom management or data analysis, or provide psychoeducation about trauma exposure, mental health disabilities, and more. In this way, expertise typically restricted to Tier 3 interventions will be adapted to the Tier 1 environment through the utilization of data-informed approaches, the integration of trauma informed approaches into the school community, and the strategic use of adult learning practices aimed at increasing staff capacity working with students.

Examples of the Behavioral Intervention Specialist Responsibilities:

- Implementation of School-Wide Positive Behavioral Supports. Aiding in school-wide behavioral intervention approaches with data to identify trends, demographics, interventions, and intervention efficiency.
- Active participation in MTSS school-wide teams
- Completion of Classroom Improvement Plans (CIPs) which include consultation of interventions, classroom systems/structures, and professional development to support partnership school teachers and staff in experiencing success with all students. include classroom observation and one to one teacher support

**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

- Timely implementation of interventions, progress monitoring of students receiving interventions, and evaluation of intervention effectiveness.
- Using data and school-wide referral/identification system to work with Tier 3 students to develop individualized student behavioral interventions/plans/approaches and coordination to implementing such plans and procedures.

The Clinical Intervention Specialist provides therapeutic, case management and consultation services for a caseload of children and families. Additionally, the Clinical Intervention Specialist coordinates services at the school site and supports colleagues in including students successfully in diverse settings by providing teacher coaching, modeling and development opportunities. The Clinical Intervention Specialist works collaboratively with classroom teachers, school leadership and the RTI implementation team to support the behavioral and social-emotional needs of the students they serve.

Examples of Clinical Intervention Specialist Responsibilities:

- Provide coaching and professional development to support school staff in experiencing success with all students
- Implement research-based interventions aligned with the three tiers of the RTI pyramid, including individual, group, and family therapy and case management for identified students
- Document interventions provided and provide necessary reports on student progress
- Engage caregivers in the educational process, providing frequent opportunities to discuss student growth and needs
- Provide consultation to school staff on safety assessments, mental health crises, and accessing social service
- Participate in regular supervisions to enhance practice

SECTION 3: ROLES, RESPONSIBILITIES, AND RESOURCES *(To be completed by school and CBO)*

Please outline the key people and their functions.

Recommendations:

- Name all relevant school and CBO positions (e.g. Site Coordinator, Staff Members, Volunteer Coordinator, Principal, Levy Coordinator, Teachers, etc.). Provide the names, contact information, availability, and specific responsibilities for each individual. Detail the work to be performed as well as the specific contributions each person will provide.
- Specify resources provided by both organizations (e.g. curriculum, textual materials, rooms, access to photocopiers, etc.).

Requirement:

- Administrators managing contract addenda ≥ \$25,000 must complete observations of CBO program implementation. A toolkit including a basic walkthrough assessment tool will be provided to schools. Please include this requirement in table "School Roles and Responsibilities" below.

CBO Position Title (Name if known)	CBO Roles and Responsibilities
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City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21

Behavior Intervention Specialist (BIS) (0.6 FTE)	<ul style="list-style-type: none"> • Work effectively as a member of a multidisciplinary team to assess, plan and implement specialized student plans • Provide direct behavioral intervention/modification for students that decreases engagement in disruptive, harmful, or negative behaviors and increases engagement in positive replacement behaviors • Support Positive Behavior Intervention Systems (PBIS) through individual, classroom-wide, and school-wide training/coaching and professional development • Provide direct coaching for staff to increase capacity and skill set • Support and monitor the implementation of the Behavior Intervention Plans, Behavior Intervention Maps, etc. • Collect data, record anecdotal student progress toward their goals, and maintain behavioral charting data through formal documentation methods (i.e., data tracking, mental health notes, progress monitoring, carrying out assessments, etc.) • Plan and lead student academic, social skill-building, and recreational group activities, as appropriate • Engage families to increase school participation • Participate in professional learning communities to enhance practice and create coherence (i.e., weekly individual supervision and twice monthly group supervision to expand skills and receive ongoing coaching and support, trainings, etc.) <p>*If there are or continue to be school closures due to COVID-19, all roles and responsibilities provided by the CBO will continue to be provided via teleservices. The goals of the partnership will remain the same and the services offered to the school will pivot to a virtual platform, still supporting the identified goals.</p>
Clinical Intervention Specialist (CIS) (1.0 FTE)	<ul style="list-style-type: none"> • Work effectively as a member of a multi-disciplinary team to implement academic, behavioral, and therapeutic services for students in need of intervention • Coaching and professional development to support school staff in experiencing success with all students • Implement research-based interventions aligned with the three tiers of the RTI pyramid, including individual, group, and family therapy and case management for identified students • Document interventions provided and provide necessary reports on student progress • Engage caregivers in the educational process, providing frequent opportunities to discuss student growth and needs • Provide consultation to school staff on safety assessments, mental health crises, and accessing social service • Participate in regular supervisions to enhance practice <p>*If there are or continue to be school closures due to COVID-19, all roles and responsibilities provided by the CBO will continue to be provided via teleservices. The goals of the partnership will remain the same and the services offered to the school will pivot to a virtual platform, still supporting the identified goals.</p>

**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

School Position Title (Name if known)	School Roles and Responsibilities
School Leadership	<ul style="list-style-type: none"> • School leadership will meet at least once a month with Seneca leadership to provide feedback and support collaboration • Leadership in the implementation of a holistic student reset process, including the facilitation of opportunities for capacity building with mutually identified school staff (teachers, support providers, staff involved in the reset process, etc.) • Partnership and collaboration in the above-mentioned duties of the Behavioral Intervention Specialist
Teachers	<ul style="list-style-type: none"> • <i>Utilization of collaborative referral process</i> • <i>Completion of Social-Emotional Screener for all students in classroom</i> • <i>Participation in collaborative planning and implementation of interventions for students served by the BIS & CIS</i>
YSA	<ul style="list-style-type: none"> • <i>Participation in clinical service team meetings and collaborative referral process</i> • <i>Support in engagement of families identified for Seneca supports as requested by BIS/CIS</i> • <i>Engagement of families as decided through the collaborative referral process</i> • <i>Consultation as requested on students receiving services through the BIS & CIS</i>
School Nurse and Academic Interventionists	<ul style="list-style-type: none"> • Participation in clinical service team meetings and collaborative referral process • Consultation as requested on students receiving services through the BIS & CIS

CBO Resources	School Resources
Transportation for BIS & CIS to engage families off site as needed for the intervention process	Access to family contact information, support (when available) in initial family engagement, and space to meet with families as needed for the intervention process
Assessment tools for students receiving intensive individual interventions and pre- and post-assessments for group interventions	Storage for materials and work space for individual staff, including access to school copier
A HIPPA & FERPA compliant database to track interventions and monitor progress by the Behavior Intervention Specialist or Clinical Intervention Specialist.	Access to data from Student Information System to support whole school and targeted services
Training materials and curriculum for school staff in areas of trauma-informed practice, positive behavioral interventions, and promotion of social-emotional wellbeing	Monthly meetings to discuss partnership and plan next steps (more frequently if desired)
Project management and leadership support	Information regarding desired format and content, as well as required timelines and other expectations
Staff cell phone and laptop	Dedicated workspace: one for the Behavioral Intervention Specialist & a confidential, dedicated workspace for the Clinical Intervention Specialist

**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

Ongoing professional development through individual and/or group supervision.	Dedicated time to meet with Seneca supervisor/group for ongoing professional development and skill building.
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SECTION 4: DELIVERABLES AND BUDGET *(To be completed by school and CBO)*

Please specify the contract payment type and then provide a description, deadline, and corresponding payment amount for the goods or services the CBO will complete or perform during the tenure of the contract.

Recommendations:

- Review your scope of work and bullet the specific deliverables the organization will complete during the tenure of the contract.
- Identify the person or role responsible for completing the action as well as the date the item is due.
- Include enrollment/service capacity of your program to ensure monthly service levels invoiced for are at appropriate amounts
- If you are using a deliverable-based payment contract, specify the amount the organization will receive upon successfully completing the item.

Contract term dates:	Start Date: 9/1/2020 End Date: 6/30/2021	
Contract payment type:	<input checked="" type="checkbox"/> Fixed-Payment Schedule <i>(payments issued in equal monthly installments, during the contract period, following service provision, and invoice approval and processing)</i>	Monthly payment amount: <div align="right">\$ <u>17,600</u></div>
		Total number of months: <div align="right"><u>10</u> months</div>
	Fee Schedule: September 2020: \$17,600 October 2020: \$17,600 November 2020: \$17,600 December 2020: \$17,600 January 2021: \$17,600 February 2021: \$17,600 March 2021: \$17,600 April 2021: \$17,600 May 2021: \$17,600 June 2021: \$17,600	
	<input type="checkbox"/> Fee-for-Service <i>(payment issued upon completion of pre-determined services/deliverables)</i>	

SUMMARY OF DELIVERABLES

Item	Entity Responsible	Action	Due Date	Payment Amount
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**City of Seattle Families and Education Levy
Personal Services Contract Addendum School Year 2020-21**

0.6 FTE Behavioral Intervention Specialist	Seneca Family of Agencies	Seneca will staff a 0.6 FTE Behavioral Intervention Specialist at South Shore	Fixed monthly payments upon satisfactory completion of specific services	\$6,600 (invoiced over 10 month period)
1.0 FTE Clinical Intervention Specialist	Seneca Family of Agencies	Seneca will staff a 1.0 FTE Clinical Intervention Specialist at South Shore	Fixed monthly payments upon satisfactory completion of specific services	\$11,500 (invoiced over 10 month period)
TOTAL PAYMENT AMOUNT <i>(Should equal Total Payment Amount on pg.1)</i>				\$176,000

REQUIRED: CBO agrees to adopt Levy outcome/indicator targets once they are received by the school from the City of Seattle's Department of Education and Early Learning.

SECTION 5 (OPTIONAL): CBO REPORTS TO SCHOOLS *(For CBOs providing regular direct services to students)*

Please specify the quantitative and qualitative data elements the CBO must provide to the school principal. Please note the frequency of report delivery.

Recommendations:

- Detail any data collection/analysis efforts you expect the CBO to perform. Specify quantitative and qualitative elements as well as the frequency and in what format it must be provided to the school.
- It is important to remember that invoices for service generally include basic information on deliverables and cannot provide any identifiable student information
- The items listed should help ensure completion of deliverables and progress toward Outcome/Indicator Targets.
- Reports are not limited to the items below. Additional items can be added by the school during the contract period.

The school X is is NOT requiring the CBO to report data to the school. (Mark an "x" next to "is" or "is not")

ITEM	DELIVERY DATE OR FREQUENCY	DESCRIPTION
Names and number of students being served	Monthly	List of students being served with individual and group interventions provided by Seneca staff
Names of students and number of incidents responded to by the BIS or CIS	At the end of each cycle. Cycles of intervention typically last 6-8 weeks	List of incidents responded to by the BIS or CIS
Progress Monitoring Data for Student Interventions	Varied based on frequency of contact with student.	As available through the design of intervention process and based on the cycle of intervention, progress monitoring data for students receiving interventions provided by the BIS and CIS (if applicable). This data is often used for SIT meetings and student referrals.

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Weekly staff meeting updates	Weekly	Work with MTSS Team and intervention Team to update school community on data and intervention efforts
Meeting between Principal and Seneca manager	At least once per month	Meeting to review data and ensure ongoing collaboration and success of partnership

***This addendum is not binding without a Seattle Public Schools approved
and fully executed Personal Services Contract (PSC)***


Signed this day, the 7 of July, 2020 by:
(date) (month)

Principal

(Signature): X 

(Printed): Justin Hendrickson

CBO Representative

(Signature): X 

(Printed): Janet Briggs

(Title): CFO

COMMUNITY BASED ORGANIZATION
DATA SHARING AGREEMENT BETWEEN
SEATTLE SCHOOL DISTRICT NO. 1
AND
Seneca Family of Agencies

We encourage all partners requesting a Data Sharing Agreement to formalize their partnership with Seattle Public Schools by completing a Memorandum of Understanding/Agreement (MOU/A), Personal Services Contract (PSC) or other formal contract. Please include your reference number here if applicable:

Contract #: _____

Superintendent Procedure 4265SP requires an inventory of partnerships for a district-wide database. To assist in the maintenance of this inventory, please list the school(s) your organization is currently serving: InTandem

South Shore
Emerson Elementary
MLK Elementary
Sanislo Elementary

This Data Sharing Agreement (“DSA”) is entered into between Seattle School District No. 1, a Washington municipal corporation (“District”) and Seneca Family of Agencies (“Requestor”), a community based organization that provides mental health and behavioral services to District students. This contract has the following overriding goals:

1. Preserving the anonymity of student identities, including assurance that identifiable student data is not released to third parties;
2. Enhancing the ability of the District and the Requestor to improve academic achievement for District students by allowing access to individual student records consistent with the requirements of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; and
3. Accurately measuring the District and the Requestor’s progress toward improving student outcomes and indicators, and meeting set targets and other goals.

NOW, THEREFORE, THE DISTRICT AND Seneca Family of Agencies AGREE AS FOLLOWS:

I. OBLIGATIONS OF REQUESTOR

The Requestor, representing all members of the organization, shall ensure the confidentiality of student data through the following methods:

- a. The Requestor’s data custodian(s) designated in Section I(l) shall complete the District’s Data Stewardship Training annually.
- b. The Requestor shall update the list of enrolled students on a monthly basis to remove students who cease participating in the program.
- c. The Requestor shall strictly comply with all state and federal laws that apply to the use and release

of the data, including but not limited to FERPA and its regulations, set forth at 34 C.F.R. § Part 99. When necessary to comply with FERPA, the Requestor shall procure the consent of parents or eligible students to the release and use of the data, and shall maintain and make written proof of parent or student consent available to the District.

d. The Requestor shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33.

e. The Requestor shall restrict access to the data only to (i) the person or persons who provide direct services to District students; or (ii) the person or persons within the Requestor's organization who have been tasked with analyzing the data; and make those persons aware of, and agree to abide by, the terms set forth in this DSA.

f. The Requestor shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this DSA, unless such disclosure is required by law or court order.

g. The Requestor shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data, other than publications permitted under Sections I(m) and I(n).

h. The Requestor shall not use data shared under this DSA for any purpose other than the goals outlined in this DSA. Nothing in the DSA shall be construed to authorize Requestor to have access to additional data from the District that is not included in the scope of the DSA (or addenda). Requestor understands that the DSA does not convey ownership of the data to Requestor.

i. The Requestor shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:

1. Creating, distributing, and implementing data governance policies and procedures which protect District data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
2. Encrypting all District data carried on mobile computers/devices;
3. Encrypting District data before it is transmitted electronically;
4. Requiring that users be uniquely identified and authenticated before accessing District data;
5. Establish and enforce well-defined data privilege rights which restrict users' access to the data necessary for them to perform their job functions;
6. Ensuring that all staff accessing District data sign an affidavit of nondisclosure, attached as Exhibit A, and maintain copies of signed affidavits;
7. Securing access to any physical areas/electronic devices where sensitive data are stored;
8. Installing a firewall to permit or deny network transmissions based upon a set of rules;

9. Installing anti-virus software to protect the network.

j. The Requestor shall report all known or suspected breaches of District data, in any format, to the District's Data Reporting team datareporting@seattleschools.org immediately, but no later than twenty-four hours. As soon as possible, but no later than two business days, a report will also need to be delivered that shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) date and time the incident was discovered; (4) nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) name of electronic system and possible interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) controls in place to prevent unauthorized use of the lost or compromised information; (9) number of individuals potentially affected; and (10) whether law enforcement was contacted.

k. The Requestor shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this DSA. Requestor agrees to require all employees, contractors, or agents of any kind using the District data to comply with this provision. Requestor agrees to document the methods used to destroy the data, and upon request, provide certification to the District that the data has been destroyed.

l. For purposes of this DSA and ensuring Requestor's compliance with the terms of this DSA and all application of state and Federal laws, Requestor designates Kate Walker (or an alternative designee specified in writing) the temporary custodian of the data that the District shares with the Requestor. The District will release all data and information under this DSA to said named temporary custodian. Kate Walker shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the DSA, including confirmation of the return or destruction of data as described below. The District or its agents may, upon request, review the records the Requestor is required to keep under this DSA. The District designates its Partnership Data and Systems Manager (or an alternative designee specified in writing) as its liaison for all communications with the Requestor regarding this DSA;

m. The Requestor has the right consistent with scientific standards, to present, publish, or use student results it has gained in the course of its analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers, and is outside the bounds of a research study. Should the Requestor use or collect data for the purpose of conducting a research study, Requestor will separately submit an External Research Request. To determine whether data use/collection constitutes a research study, Requestor shall reference the Research Guidelines (www.seattleschools.org/REA) from the Seattle Public Schools Research & Evaluation office.

n. Should the Requestor present, publish, or use student results it has gained in the course of its analysis under Section I(m), Requestor shall adhere to the following terms:

1. The Requestor shall not publish, present, or use reports that include a cell size of less than 10. Reports must mask these cells so that the results are not revealed.
2. Publications and reports of data and information shared, including preliminary descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student, parent, or teacher.

3. No less than 15 business days prior to public disclosure of its data analysis, Requestor will provide the District a manuscript or other draft of the proposed public disclosure. Within 15 business days following receipt thereof, the District will notify Requestor in writing if the proposed disclosure contains any confidential information and specify the portions of the proposed disclosure requiring redaction.
 4. The Requestor shall provide the District, free of charge and within thirty (30) days, a copy of any report that is generated using the data.
 5. Reports or articles based on data obtained from Seattle Public Schools under this DSA must include the following acknowledgment: This report/article was made possible, in part, by the support of Seattle Public Schools. Opinions contained in this report/article reflect those of the author and do not necessarily reflect those of Seattle Public Schools. The District must be cited as the source of the data in all tables, reports, presentations, and papers.
- o. The Requestor acknowledges that any violation of this DSA and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for the District to immediately terminate this DSA.
- p. To seek access to the District's Tableau dashboard, Student-at-a-Glance, Requestor will complete the Contractor Network Account Request Form to ensure creation of the necessary security credentials to use that dashboard.

II. OBLIGATIONS OF DISTRICT

During the term of this DSA, the District shall:

- a. Prepare and deliver student demographic and academic data as defined in Appendix A
- Data File Description.
- b. Provide Data Stewardship training for data custodian.

III. PAYMENT

No payments will be made under this agreement by either party.

IV. INDEMNIFICATION

- a. Seneca Family of Agencies agrees that to the fullest extent permitted by law, Seneca Family of Agencies will hold harmless, defend, and indemnify the District, its agents, employees and board members from any liability, cost or expense, including 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 Seneca Family of Agencies under this DSA. The terms of this section shall survive termination of this DSA.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Seneca Family of Agencies, its agents, employees, and board members from any liability, cost or expense, including 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 District under this DSA. The terms of this section shall survive termination of this DSA.

V. NOTICES

All notices contemplated or required under this DSA shall be in writing and delivered by hand or U.S. Mail as follows:

To the District:	Executive Director, Technology Services	and Chief Legal Counsel
	Department of Technology	Office of General Counsel
	Seattle Public Schools	Seattle Public Schools
	PO Box 34165, MS 21-350	PO Box 34165 MS 32-151
	Seattle, WA 98124-1165	Seattle, WA 98124-1165

**and Partnership Data and
Systems Manager**
Seattle Public Schools
PO Box 34165, MS 33-160
Seattle, WA 98124-1165

To the [name of agency and address]:	<u>Seneca Family of Agencies</u>
	<u>3438 South 148th Street</u>
	<u>Tukwila, WA 98168</u>
Data custodian name:	<u>Kate Walker</u>
Data custodian email:	<u>kate_walker@senecacenter.org</u>

VI. TERM

This DSA will allow for the District to provide the Requestor with student demographic and academic data, as defined in Appendix A, for the 2020-2021 school year and historical academic data on records with the District. The DSA shall become effective on the date when the last party to sign has executed this DSA and shall remain in effect until December 31, 2021, unless terminated under the terms of Paragraph VII below.

VII. TERMINATION

The District may terminate this DSA, with 30 days written notice to Seneca Family of Agencies, at any time, for any reason. In addition, District may terminate this DSA at any time if it determines such action is necessary for the health, safety or education of students or staff. Seneca Family of Agencies may terminate this DSA, with 90 days written notice to the District, at any time, for any reason.

VIII. MISCELLANEOUS PROVISIONS

- a. Entire Agreement. This DSA 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 DSA must be in writing and be signed by each party.
- c. Governing Law. The terms of this DSA shall be interpreted according to and enforced under the laws of the State of Washington. The parties agree that any judicial proceedings filed by the parties regarding this DSA will take place in Seattle, Washington.
- d. Severability. If any provision of this DSA is held invalid or unenforceable, the remainder of the DSA will not be affected, but continue in full force.
- e. Assignment. Neither party shall assign its rights or responsibilities under this DSA, unless it receives written permission from the other party.
- f. Non-Waiver. Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or any expectation of non- enforcement.
- g. Counterparts. The parties agree that this DSA may be executed in one or more counterparts, each of which shall constitute an enforceable original of the DSA, and that facsimile signatures shall be as effective and binding as original signatures.
- h. Debarment. Requestor, by executing 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. Requestor 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.
- i. Cooperation with District Auditor and State Auditor: Requestor 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 annually audit records of the Requestor relating to performance under this contract. Failure to cooperate may be cause for debarment from award of future contracts.

By signing below, each signatory represents that it has the authority to execute this DSA.

SEATTLE SCHOOL DISTRICT NO. 1

Signature

Printed Name

Title

Date

Seneca Family of Agencies



Digitally signed by Ken Berrick
Date: 2020.09.30 13:38:50
-07'00'

Signature

Ken Berrick

Printed Name

President and CEO

Title

9/30/2020

Date

APPENDIX A: DATA FILE DESCRIPTION

Files will be sent through a secure server automatically, once the student ID list and consent forms are submitted and data sharing agreement is signed by both parties.

Category	Item
Demographics	Student ID SSID Last Name First Name Current School Current Grade DOB Gender Race/Ethnicity ELL Status SPED Status 504 Status Advanced Learning Status Primary Language Home Language Living With Status Phone Number Projected Grad Year On Track for High School Graduation
Grade Mark History	Course Term Course Code Course Title Course Subject Group Course Subject Teacher Name(s) Period Course Start Date Course End Date Coursework Status Mark Type Mark Term Mark Credits Attempted Credits Earned

Category	Item
State Assessment History	Test Season Test Grade Subject Area State Test Name Test Attempt Score Level Code Met Standard
District Assessment History - MAP	Test Season Test Grade Subject Area Test Name RIT Score Percentile Rank Met Typical Growth, Fall to Fall Met Typical Growth, Spring to Spring Met Typical Growth, Fall to Spring
Daily Attendance History	Attendance Date % Day Absent % Day Unexcused Day Tardy Count Month Semester, Quarter, Trimester
Period Absence History	Absence Date Absence Period Absence Type Course Absent Excused Type Absence Reason
Discipline Action History	Incident Date Discipline Action Discipline Action Description Incident ID
Enrollment History	Enrollment Start and End Date Enrollment Status Description and Code Attendance Days Possible Absent Days Unexcused and Excused Absence Days

EXHIBIT A: SEATTLE PUBLIC SCHOOLS
Affidavit of Nondisclosure

Name

Title

Seneca Family of Agencies

Organization / Employer

I, _____, an employee of Seneca Family of Agencies,
represent that I am authorized to access the District's data because I either provide direct
services to District students or have been tasked with analyzing the data.
I have been made aware of the governing Data Sharing Agreement between the District and
my employer. As indicated by my signature below, I agree to abide by the Data Sharing
Agreement's terms, including agreeing to:

- Maintain confidentiality of student information and prevent disclosure, including
complying with FERPA and its regulations, set forth at 34 C.F.R. § Part 99;
- Not release or otherwise reveal, directly or indirectly, the data to any individual,
agency, entity, or third party not included in the Data Sharing Agreement, unless such
disclosure is required by law or court order;
- Take reasonable security precautions and protections to ensure that persons not
authorized to view the data do not gain access to the data, as outlined in the Data
Sharing Agreement;
- Not use the data for any purpose other than the goals outlined in the Data Sharing
Agreement; and
- Report all known or suspected breaches of District data, in any format, to my
employer and datareporting@seattleschools.org, as outlined in the Data Sharing
Agreement.

Signature

Date