



SCHOOL BOARD ACTION REPORT

DATE: November 6, 2017
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Beth Mills, Director of Special Education, eamills@seattleschools.org;
Michael Tolley, Associate Superintendent for Teaching & Learning, mftolley@seattleschools.org

For Introduction: November 15, 2017
For Action: December 6, 2017

1. TITLE

Community Care Contract, RFQ02758

2. PURPOSE

This Board Action Report details purchase agreements that total \$417,320 wherein Community Care would provide Behavior Aides, Behavior Assessments, Behavior Parent Training, Behavior Technicians and Student Therapy

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute 9 contracts with Community Care governed under the umbrella of RFQ02758, *Specially Designed Instruction: Tutoring Services and other compensatory Education Services*, in the total amount of \$417,320 for Behavior Aides, Behavior Assessments, Behavior Parent Training, Behavior Technicians and Student Therapy in the form of the draft Agreements dated December 6, 2017 and attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

- a. **Background** There are currently Seattle Public Schools students with Individualized Education Programs (IEPs) that require Supplementary Aids and Services that the district will be unable to provide. This contract is for the staffing of providers in the area of behavior support. This motion is being brought because of requirements around the provision of student IEP services.

The District began to provide these services at the beginning of the 2017-2018 school year as legally required, but subsequently discovered that the total cost of these services would exceed \$250,000 by the end of the school year, which is why this Board Action is being brought forth now.

- b. **Alternatives** Not to approve this motion. This is not recommended because students' legally mandated Individualized Education Program (IEP) service needs will not be met without appropriate staffing. The district does not currently have trained staff to meet the

high needs of these students. Community Care staff are already trained and can provide seamless services for students, many of which are a continuation of services.

c. **Research**

N/A

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$417,320.

The revenue source for this motion is a combination of available funding (state, federal, and local 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

7. EQUITY ANALYSIS

Not applicable.

8. STUDENT BENEFIT

Approval of this proposed action will benefit students who are identified as in need for behavior support who would otherwise be inappropriately served or unable to access necessary special education services and supports to make adequate progress.

9. WHY BOARD ACTION IS NECESSARY

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

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

Adopting, amending, or repealing a Board policy

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

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

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

Other: _____

10. POLICY IMPLICATION

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

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the A & F Committee meeting on November 6, 2017. The Committee reviewed the motion and moved the item and amendment forward with a recommendation for consideration at the November 15, 2017 Board meeting.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, contracts will be executed with Community Care, and services will be provided per student's IEPs for the 2017-18 school year.

13. ATTACHMENTS

- RFQ02758, *Specially Designed Instruction: Tutoring Services and other compensatory Education Services*
- Personal Service Contracts for Community Care

SEATTLE PUBLIC SCHOOLS Personal Services Contract

CONTRACTOR NAME AND ADDRESS

(Legal Name – MUST be same as registered with Tax ID Number)

Community Care
Name

DBA
5424 Delridge Way SW

Address
Seattle WA 98106

City State Zip

CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES

WA State Business License (UBI #): 601863537

Telephone: (206) 937-4217 FAX (206) 937-6176

Email: seattlecommunitihycare@gmail.com

Accounting Use: Vendor# 206965 PO# _____

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

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

1. Description of Services and Expected Objective:

Community Care will provide a 1:1 Behavior Tech to support AT through the day at Whitman Middle school.

Dates of Services: From 09/06/2017 To 10/13/2017

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

2. Payment: Payment is based on the following rates:

Hourly _____ Daily \$320.00 Other(specify) _____

Estimated total for services \$8,960.00 Other reimbursable expenses (specify) _____

TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED: \$ 8,960.00

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

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

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Personal Services Contract

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3. Correction of Noncompliance: Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.

4. Compliance with Laws: Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

8. Miscellaneous:

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

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

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

8.4 Debarment: Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

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

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

8.7 Insurance: If (1) this contract is \$50,000, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Contractor must complete below: Please note there must be an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal, Tax I.D. or Social Security number given below MUST match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or <http://inside.seattleschools.org/area/fast/forms/w9.pdf>.

CONTRACTOR NAME: Community Care 91-1881620
Print Name Federal, Tax I.D. or Social Security No.

By: [Signature] OWNER 9/13/17
Signature Title Date

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: Special Education Mail Stop: 31-682 Phone (206) 252-0055

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

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

Print Name: Wyeth Jessee/Trish Campbell Title Chief of Student Supports/Direct SPED
 Signature: [Signature] Date: 9/13/17

SCHOOL BASED CONTRACTS OVER \$25,000

Exec. Director of Schools : _____
Print Name

Signature Date: _____

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2018			7120
			7120
			7120

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000: _____ /_____/_____ Accounting Manager

Contracts \$75,000 and over: _____ /_____/_____ Assistant Superintendent For Business and Finance

Contracts over \$100,000 _____ /_____/_____ Superintendent

FOR ACCOUNTING USE ONLY

Funds Available: _____ Date: _____

Grant Accounting Review: _____ Funds Encumbered: _____ Contracts Acctg Review: _____

SEATTLE PUBLIC SCHOOLS Personal Services Contract

CONTRACTOR NAME AND ADDRESS

(Legal Name – MUST be same as registered with Tax ID Number)

Community Care
Name

DBA
5424 Delridge Way SW

Address
Seattle WA 98106

City State Zip

CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES

WA State Business License (UBI #): 601863537

Telephone: (206) 937-4217 FAX (206) 937-6176

Email: seattlecommunitycare@gmail.com

Accounting Use: Vendor# 206965 PO# _____

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

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

1. Description of Services and Expected Objective:

Student JA requires a highly trained 1:1 who is able to ensure the safety of the student first and foremost. This highly trained 1:1, in collaboration with a trained behavior analyst, will collect and analyze data leading to an informed behavior plan for this student. This targeted service and support will 1) determine next steps for the student, 2) inform the school team of necessary and consistent systems and structures and 3) keep the student safe.

Dates of Services: From 09/05/2017 **To** 06/22/2018

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

2. Payment: Payment is based on the following rates:

Hourly \$90.00 Daily \$320.00 Other(specify) 175 school days

Estimated total for services \$56,000.00 Other reimbursable expenses (specify) _____

TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED: \$ 56,000.00

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

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

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Personal Services Contract

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3. Correction of Noncompliance: Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.

4. Compliance with Laws: Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

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Personal Services Contract

such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

8. Miscellaneous:

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

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

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

8.4 Debarment: Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

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

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

8.7 Insurance: If (1) this contract is \$50,000, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Contractor must complete below: Please note there must be an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal, Tax I.D. or Social Security number given below **MUST** match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or <http://inside.seattleschools.org/area/fast/forms/w9.pdf>.

CONTRACTOR NAME: Community Care 91-1881620
Print Name Federal, Tax I.D. or Social Security No.

By: [Signature] OWNER 9/1/17
Signature Title Date

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: Special Education Mail Stop: 31-682 Phone: (206) 252-0055

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

1. I have personally verified the existence of funds available within the appropriate unit to pay this contract.
2. I am satisfied that the contractor meets the eligibility requirements for an independent contractor as outlined in the attached Classification Checklist.
3. The services being provided do not violate any labor agreement regarding contracting out for services.

Having completed these steps, I hereby authorize the release of funds from the budget line coded below.

Print Name: Wyeth Jessee/Trish Campbell Title Chief of Student Supports/Direct SPED
 Signature: [Signature] Date: _____

SCHOOL BASED CONTRACTS OVER \$25,000

Exec. Director of Schools : _____
Print Name

Signature Date: _____

FISCAL YEAR	FUND	FUND CENTER, COST CENTER	COMMITMENT ITEM
<u>2018</u>	_____	_____	7120
_____	_____	_____	7120
_____	_____	_____	7120

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000: _____ / ____ / ____ Accounting Manager

Contracts \$75,000 and over: _____ / ____ / ____ Assistant Superintendent For Business and Finance

Contracts over \$100,000 _____ / ____ / ____ Superintendent

FOR ACCOUNTING USE ONLY

Funds Available: _____ Date: _____

Grant Accounting Review: _____ Funds Encumbered: _____ Contracts Acctg Review: _____

SEATTLE PUBLIC SCHOOLS Personal Services Contract

CONTRACTOR NAME AND ADDRESS

(Legal Name – MUST be same as registered with Tax ID Number)

Community Care
Name

DBA
5424 Delridge Way SW

Address
Seattle WA 98106

City State Zip

CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES

WA State Business License (UBI #): 61863537

Telephone: (206) 937-4217 FAX (206) 937-6176

Email: seattlecommunitycare@gmail.com

Accounting Use: Vendor# 206965 PO# _____

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

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

1. Description of Services and Expected Objective:

Student: CR. 1:1 behavior specialist to monitor and support the student's behavior at the school site and out at job internship sites. Community Care will also provide a supervisor to provide behavior management and consultation to the team (up to 15 hours).

8 hours per month for behavior planning and team meetings - October 2017 through June 2018. (8 hours x 9 months = 72 hours x \$90 per hour = \$6,480.

Dates of Services: From 09/15/2017 To 08/31/2018

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

2. Payment: Payment is based on the following rates:

Hourly _____ Daily _____ Other(specify) _____

Estimated total for services \$52,480.00 Other reimbursable expenses (specify) _____

TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED: \$ 52,480.00

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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3. Correction of Noncompliance: Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.

4. Compliance with Laws: Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

8. Miscellaneous:

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

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

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

8.4 Debarment: Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

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

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

8.7 Insurance: If (1) this contract is \$50,000, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Contractor must complete below: Please note there must be an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal, Tax I.D. or Social Security number given below **MUST** match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or <http://inside.seattleschools.org/area/fast/forms/w9.pdf>.

CONTRACTOR NAME: ERIC CHRISTIANSON, COMMUNITY CARE 91-1881620
Print Name Federal, Tax I.D. or Social Security No.

By: *Eric Christianson* OWNER 10/17/17
Signature Title Date

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: Special Education Mail Stop: 31-682 Phone (206) 252-0055

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

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

Print Name: Wyeth Jessee/Trish Campbell Title Chief of Student Supports/Direct SPED

Signature: _____ Date: _____

SCHOOL BASED CONTRACTS OVER \$25,000

Exec. Director of Schools : _____
Print Name

Signature Date: _____

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2018			7120
			7120
			7120

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000: _____ / / _____ Accounting Manager

Contracts \$75,000 and over: _____ / / _____ Assistant Superintendent For Business and Finance

Contracts over \$100,000 _____ / / _____ Superintendent

FOR ACCOUNTING USE ONLY

Funds Available: _____ Date: _____

Grant Accounting Review: _____ Funds Encumbered: _____ Contracts Acctg Review: _____

SEATTLE PUBLIC SCHOOLS Personal Services Contract

CONTRACTOR NAME AND ADDRESS
(Legal Name – MUST be same as registered with Tax ID Number)

CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES

Community Care
Name
Eric Christianson
DBA
5424 Delridge Way SW
Address
Seattle WA 98106
City State Zip

WA State Business License (UBI #): 601863537
Telephone: (206) 937-4217 FAX (206) 937-6176
Email: seattlecommunitycare@gmail.com
Accounting Use: Vendor# 206965 PO# _____

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

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

1. Description of Services and Expected Objective:

Community Care has provided one-to-one aides for special needs children and youth in the Seattle area since 1997. We provide high-quality, consistent, and well-trained staff to address challenging behaviors and restore stability in the school environment. KG has extreme behaviors including elopement and aggression. This student is currently at Hamilton Middle School. Services will be provided there.

Dates of Services: From 09/06/2017 To 06/30/2018

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

2. Payment: Payment is based on the following rates:

Hourly _____ Daily \$320.00 Other(specify) _____

Estimated total for services \$58,880.00 Other reimbursable expenses (specify) _____

TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED: \$ 58,880.00

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

3. Correction of Noncompliance: Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.

4. Compliance with Laws: Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

8. Miscellaneous:

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

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

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

8.4 Debarment: Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

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

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

8.7 Insurance: If (1) this contract is \$50,000, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Contractor must complete below: Please note there must be an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal, Tax I.D. or Social Security number given below MUST match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or <http://inside.seattleschools.org/area/fast/forms/w9.pdf>.

CONTRACTOR NAME: Community Care 91-1881620
Print Name Federal, Tax I.D. or Social Security No.

By: *Lin Clumhanson* OWNER 9/1/17
Signature Title Date

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: Special Education Mail Stop: 31-682 Phone (206) 252-0055

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:

- I have personally verified the existence of funds available within the appropriate unit to pay this contract.
- I am satisfied that the contractor meets the eligibility requirements for an independent contractor as outlined in the attached Classification Checklist.
- The services being provided do not violate any labor agreement regarding contracting out for services.

Having completed these steps, I hereby authorize the release of funds from the budget line coded below.

Print Name: Wyeth Jesse/Trish Campbell Title Chief of Student Supports/Direct SPED

Signature: _____ Date: _____

SCHOOL BASED CONTRACTS OVER \$25,000

Exec. Director of Schools : _____
Print Name

Signature Date: _____

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
<u>2017</u>	_____	_____	7120
_____	_____	_____	7120
_____	_____	_____	7120

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000: _____ / ____ / ____ Accounting Manager

Contracts \$75,000 and over: _____ / ____ / ____ Assistant Superintendent For Business and Finance

Contracts over \$100,000 _____ / ____ / ____ Superintendent

FOR ACCOUNTING USE ONLY

Funds Available: _____ Date: _____

Grant Accounting Review: _____ Funds Encumbered: _____ Contracts Acctg Review: _____

SEATTLE PUBLIC SCHOOLS Personal Services Contract

CONTRACTOR NAME AND ADDRESS

(Legal Name – MUST be same as registered with Tax ID Number)

Community Care
Name

DBA
5424 Delridge Way SW

Address
Seattle WA 98106
City State Zip

CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES

WA State Business License (UBI #): 601863537

Telephone: (206) 937-4217 FAX (206) 937-6176

Email: seattlecommunitihycare@gmail.com

Accounting Use: Vendor# 206965 PO# _____

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

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

1. Description of Services and Expected Objective:

Student KC IEP team met in the spring to discuss level of service and safety concerns. At this time, our contracted placements are not appropriate for him, resulting in a highly specialized program for him to be started off-site with a slow transition back to his neighborhood school, Rainier Beach. This program will include behavior analyst time, training for staff, behavior planning, classroom consultation and in-depth psychotherapy. Please see attached proposal.

Dates of Services: From 09/11/2017 To 06/22/2018

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

2. Payment: Payment is based on the following rates:

Hourly \$90.00 Daily _____ Other(specify) _____

Estimated total for services \$60,000.00 Other reimbursable expenses (specify) _____

TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED: \$ 60,000.00

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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3. Correction of Noncompliance: Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.

4. Compliance with Laws: Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

8. Miscellaneous:

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

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

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

8.4 Debarment: Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

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

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

8.7 Insurance: If (1) this contract is \$50,000, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Contractor must complete below: Please note there must be an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal, Tax I.D. or Social Security number given below **MUST** match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or <http://inside.seattleschools.org/area/fast/forms/w9.pdf>.

CONTRACTOR NAME: Community Care 91-1881620
Print Name Federal, Tax I.D. or Social Security No.

By: [Signature] OWNER 9/7/17
Signature Title Date

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: Special Education Mail Stop: 31-682 Phone (206) 252-0055

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

1. I have personally verified the existence of funds available within the appropriate unit to pay this contract.
2. I am satisfied that the contractor meets the eligibility requirements for an independent contractor as outlined in the attached Classification Checklist.
3. The services being provided do not violate any labor agreement regarding contracting out for services.

Having completed these steps, I hereby authorize the release of funds from the budget line coded below.

Print Name: Wyeth Jessee/Trish Campbell Title Chief of Student Supports/Direct SPED
 Signature: [Signature] Date: 9/7/17

SCHOOL BASED CONTRACTS OVER \$25,000

Exec. Director of Schools : _____
Print Name

Signature Date: _____

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2018			7120
			7120
			7120

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000: _____ / / _____ Accounting Manager

Contracts \$75,000 and over: _____ / / _____ Assistant Superintendent For Business and Finance

Contracts over \$100,000 _____ / / _____ Superintendent

FOR ACCOUNTING USE ONLY

Funds Available: _____ Date: _____

Grant Accounting Review: _____ Funds Encumbered: _____ Contracts Acctg Review: _____

SEATTLE PUBLIC SCHOOLS Personal Services Contract

RFQ02758

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CONTRACTOR NAME AND ADDRESS

(Legal Name – MUST be same as registered with Tax ID Number)

Seattle Community Care
Name

DBA
5424 Delridge Way SW

Address
Seattle WA 98106
City State Zip

CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES

WA State Business License (UBI #): 601863537

Telephone: (206) 937-4217 FAX (206) 937-6176

Email: seattlecommunitycare@gmail.com

Accounting Use: Vendor# 206965 PO# _____

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

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

1. Description of Services and Expected Objective:

1:1 behavior support aid for HM. Student continues to be verbally and physically aggressive towards peers and staff. He has limited functional communication skills and requires a highly consistent routine and structure to manage his educational day. District has provided additional IA support, contracted behavior tech, and programming.

Dates of Services: From 09/06/2017 To 06/28/2018

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

2. Payment: Payment is based on the following rates:

Hourly _____ Daily \$320.00 Other(specify) 175 school days

Estimated total for services \$56,000.00 Other reimbursable expenses (specify) _____

TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED: \$ 56,000.00

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Page 2 of 4.

3. Correction of Noncompliance: Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.

4. Compliance with Laws: Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Page 3 of 4.

such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

8. Miscellaneous:

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

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

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

8.4 Debarment: Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

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

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

8.7 Insurance: If (1) this contract is \$50,000, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Contractor must complete below: Please note there must be an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal, Tax I.D. or Social Security number given below **MUST** match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or <http://inside.seattleschools.org/area/fast/forms/w9.pdf>.

CONTRACTOR NAME: Community Care 91-1881620
Print Name Federal, Tax I.D. or Social Security No.

By: Eir Chumthator OWNER 9/1/17
Signature Title Date

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: Special Education Mail Stop: 31-682 Phone (206) 252-0055

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

1. I have personally verified the existence of funds available within the appropriate unit to pay this contract.
2. I am satisfied that the contractor meets the eligibility requirements for an independent contractor as outlined in the attached Classification Checklist.
3. The services being provided do not violate any labor agreement regarding contracting out for services.

Having completed these steps, I hereby authorize the release of funds from the budget line coded below.

Print Name: Wyeth Jessee/Trish Campbell Title: Chief of Student Supports/Direct SPED
 Signature: [Signature] Date: 9/1/17

SCHOOL BASED CONTRACTS OVER \$25,000

Exec. Director of Schools : _____
Print Name

Signature Date: _____

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2018			7120
			7120
			7120

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000: _____ / ____ / ____ Accounting Manager

Contracts \$75,000 and over: _____ / ____ / ____ Assistant Superintendent For Business and Finance

Contracts over \$100,000 _____ / ____ / ____ Superintendent

FOR ACCOUNTING USE ONLY

Funds Available: _____ Date: _____

Grant Accounting Review: _____ Funds Encumbered: _____ Contracts Acctg Review: _____

SEATTLE PUBLIC SCHOOLS Personal Services Contract

CONTRACTOR NAME AND ADDRESS

(Legal Name – MUST be same as registered with Tax ID Number)

Community Care
Name

DBA
5424 Delridge Way SW

Address
Seattle WA 98106
City State Zip

CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES

WA State Business License (UBI #): 601863537

Telephone: (206) 937-4217 FAX (206) 937-6176

Email: seattlecommunitycare@gmail.com

Accounting Use: Vendor# 206965 PO# _____

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

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

1. Description of Services and Expected Objective:

Student TF requires a highly trained 1:1 who is able to ensure the safety first. The highly trained 1:1, in collaboration with a trained behavior analyst, will collect and analyze data leading to an informed behavior plan for this student. This targeted service and support will 1) ensure the implementation of the IEP and behavior plan, 2) inform school team of necessary and consistent systems and structures.

Dates of Services: From 09/06/2017 **To** 06/22/2018

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

2. Payment: Payment is based on the following rates:

Hourly \$90.00 Daily \$320.00 Other(specify) _____

Estimated total for services \$56,000.00 Other reimbursable expenses (specify) _____

TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED: \$ 56,000.00

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Page 2 of 4.

3. Correction of Noncompliance: Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.

4. Compliance with Laws: Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

8. Miscellaneous:

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

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

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

8.4 Debarment: Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

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

8.7 Insurance: If (1) this contract is \$50,000, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Contractor must complete below: Please note there must be an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal, Tax I.D. or Social Security number given below **MUST** match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or <http://inside.seattleschools.org/area/fast/forms/w9.pdf>.

CONTRACTOR NAME: Community Care 91-1881620
Print Name Federal, Tax I.D. or Social Security No.

By: [Signature] OWNER 9/1/17
Signature Title Date

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: Special Education Mail Stop: 31-682 Phone (206) 252-0055

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

1. I have personally verified the existence of funds available within the appropriate unit to pay this contract.
2. I am satisfied that the contractor meets the eligibility requirements for an independent contractor as outlined in the attached Classification Checklist.
3. The services being provided do not violate any labor agreement regarding contracting out for services.

Having completed these steps, I hereby authorize the release of funds from the budget line coded below.

Print Name: Wyeth Jessee/Trish Campbell Title Chief of Student Supports/Direct SPED
 Signature: [Signature] Date: 8/31/17

SCHOOL BASED CONTRACTS OVER \$25,000

Exec. Director of Schools : _____
Print Name

Signature Date: _____

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
<u>2018</u>			7120
			7120
			7120

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000: _____ / ____ / ____ Accounting Manager

Contracts \$75,000 and over: _____ / ____ / ____ Assistant Superintendent For Business and Finance

Contracts over \$100,000 _____ / ____ / ____ Superintendent

FOR ACCOUNTING USE ONLY

Funds Available: _____ Date: _____

Grant Accounting Review: _____ Funds Encumbered: _____ Contracts Acctg Review: _____

SEATTLE PUBLIC SCHOOLS Personal Services Contract

CONTRACTOR NAME AND ADDRESS

(Legal Name – MUST be same as registered with Tax ID Number)

Community Care
Name

DBA
5424 Delridge Way SW

Address
Seattle WA 98106

City State Zip

CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES

WA State Business License (UBI #): 61863537

Telephone: (206) 937-4217 FAX (206) 937-6176

Email: seattlecommunitycare@gmail.com

Accounting Use: Vendor# 206965 PO# _____

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

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

1. Description of Services and Expected Objective:

Student: NM. Community Care will provide a 1:1 Behavior Tech to support Nice through the day at Hamilton Middle school. The student has displayed sexualized behavior toward staff and students. He can be very aggressive an has explosive destructive tantrums. He frequently attacks staff physically and will grab private areas and threaten sexual attacks.

Dates of Services: From 10/02/2017 **To** 01/31/2018

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

2. Payment: Payment is based on the following rates:

Hourly _____ Daily _____ Other(specify) _____

Estimated total for services \$23,040.00 Other reimbursable expenses (specify) _____

TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED: \$ 23,040.00

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Page 2 of 4.

3. Correction of Noncompliance: Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.

4. Compliance with Laws: Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Page 3 of 4.

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.

8.4 Debarment: Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

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

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

8.7 Insurance: If (1) this contract is \$50,000, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Contractor must complete below: Please note there must be an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal, Tax I.D. or Social Security number given below **MUST** match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or <http://inside.seattleschools.org/area/fast/forms/w9.pdf>.

CONTRACTOR NAME: ERIC CHRISTIANSON (Community Care) 91-1881620
Print Name Federal, Tax I.D. or Social Security No.

By: *Eric Christianson* OWNER 10/17/17
Signature Title Date

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: Special Education Mail Stop: 31-682 Phone (206) 252-0055

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

1. I have personally verified the existence of funds available within the appropriate unit to pay this contract.
2. I am satisfied that the contractor meets the eligibility requirements for an independent contractor as outlined in the attached Classification Checklist.
3. The services being provided do not violate any labor agreement regarding contracting out for services.

Having completed these steps, I hereby authorize the release of funds from the budget line coded below.

Print Name: Wyeth Jessee/Trish Campbell Title Chief of Student Supports/Direct SPED
 Signature: *Trish Campbell* Date: 10/17/17

SCHOOL BASED CONTRACTS OVER \$25,000

Exec. Director of Schools : _____
Print Name

Signature Date: _____

FISCAL YEAR	FUND	FUND CENTER: COST CENTER	COMMITMENT ITEM
2018			7120
			7120
			7120

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000: _____ / ____ / ____ Accounting Manager

Contracts \$75,000 and over: _____ / ____ / ____ Assistant Superintendent For Business and Finance

Contracts over \$100,000 _____ / ____ / ____ Superintendent

FOR ACCOUNTING USE ONLY

Funds Available: _____ Date: _____

Grant Accounting Review: _____ Funds Encumbered: _____ Contracts Acctg Review: _____

SEATTLE PUBLIC SCHOOLS Personal Services Contract

CONTRACTOR NAME AND ADDRESS

(Legal Name – MUST be same as registered with Tax ID Number)

Community Care
Name

DBA
5424 Delridge Way SW

Address
Seattle WA 98106

City State Zip

CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES

WA State Business License (UBI #): 61863537

Telephone: (206) 937-4217 FAX (206) 937-6176

Email: seattlecommunitycare@gmail.com

Accounting Use: Vendor# 206965 PO# _____

This agreement is made between the Seattle School District ("the District") and the above-named contractor (the "Contractor")

District employees, other than personnel in the District Financial Services Department are not authorized to make promises for contractual services, promises for a particular period of time or promises of a particular level of payment. Any verbal or written statements to that effect by District employees other than Financial Services personnel are null and void.

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

1. Description of Services and Expected Objective:

The Student, TP, has had some mental health conditions impacting his ability to attend school. After a little over two years, TP is ready to reintroduce himself to the school environment. Because of his highly impacted condition of Autism and Schizophrenia, his team determined the need for services ensuring a high level of safety, and a small and structured environment with a trained behavior specialist.

Dates of Services: From 11/06/2017 To 06/22/2018

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

2. Payment: Payment is based on the following rates:

Hourly _____ Daily _____ Other(specify) _____

Estimated total for services \$45,960.00 Other reimbursable expenses (specify) _____

TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED: \$ 45,960.00

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Page 2 of 4.

3. Correction of Noncompliance: Contractor shall, at no cost to District, promptly and satisfactorily correct or re-perform any Services found to be defective or not in compliance with the requirements of this contract or the requirements of any governmental authority, law, regulation or ordinance.

4. Compliance with Laws: Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services including applicable local, state and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap. Contractor shall furnish such documents as may be required to evidence such compliance. Pursuant to RCW 28A.400.330, Contractor shall be prohibited from providing Services at a public school where there may be contact with children, any employee of Contractor who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

Page 3 of 4.

such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

8. Miscellaneous:

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

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

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

8.4 Debarment: Vendor, by accepting this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency. Vendor agrees to be bound by the terms of School Board Policy No. 6973, which provides additional requirements applicable to debarment of contractors from receiving future contracts with SPS.

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

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

8.7 Insurance: If (1) this contract is \$50,000, or is amended to exceed a total value of more than \$75,000, and (2) Contractor performs services on District property, the Contractor shall, at its sole expense, purchase and maintain commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability prior to starting services. Contractor shall submit a certificate of insurance upon request. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance.

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

SEATTLE PUBLIC SCHOOLS Personal Services Contract

Contractor must complete below: Please note there must be an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" attached to this contract. The Federal, Tax I.D. or Social Security number given below **MUST** match the number specified on the W-9. A W-9 form may be obtained from the Contracts Desk in Accounting or <http://inside.seattleschools.org/area/fast/forms/w9.pdf>.

CONTRACTOR NAME: _____
Print Name Federal, Tax I.D. or Social Security No.

By: _____
Signature Title Date

SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: Special Education Mail Stop: 31-682 Phone (206) 252-0055

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

1. I have personally verified the existence of funds available within the appropriate unit to pay this contract.
2. I am satisfied that the contractor meets the eligibility requirements for an independent contractor as outlined in the attached Classification Checklist.
3. The services being provided do not violate any labor agreement regarding contracting out for services.

Having completed these steps, I hereby authorize the release of funds from the budget line coded below.

Print Name: Wyeth Jessee/Trish Campbell Title Chief of Student Supports/Direct SPED

Signature: _____ Date: _____

SCHOOL BASED CONTRACTS OVER \$25,000

Exec. Director of Schools : _____
Print Name

Signature Date: _____

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
<u>2018</u>	_____	_____	<u>7120</u>
_____	_____	_____	<u>7120</u>
_____	_____	_____	<u>7120</u>

FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

Contracts up to \$75,000: _____ /_____/____ Accounting Manager

Contracts \$75,000 and over: _____ /_____/____ Assistant Superintendent For Business and Finance

Contracts over \$100,000 _____ /_____/____ Superintendent

FOR ACCOUNTING USE ONLY

Funds Available: _____ Date: _____

Grant Accounting Review: _____ Funds Encumbered: _____ Contracts Acctg Review: _____

Seattle Public Schools
Contracting Services
2445 Third Avenue South
Seattle, WA 98134
Telephone: (206) 252-0566
Fax: (206) 743-3018
contractingservices@seattleschools.org

Request for Qualifications No. RFQ02758

**Specially Designed Instruction: Tutoring Services and Other
Compensatory Education Services**

for

Seattle Public Schools

Submittal Deadline:

Date: March 6, 2017

Time: 10:00 a.m.

Instructions

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ATTACHMENTS

1. Roster Category List
2. Compensatory Services and Rates
3. Sample Personal Services Contract
4. Additional Contract Requirements

REQUEST FOR QUALIFICATIONS NO. RFQ02758

PROPOSAL CERTIFICATION FORM

TO: Diane T. Navarro, Contracting Services Manager

The undersigned provider hereby certifies as follows:

1. That he/she has read the Seattle School District's Request for Qualifications No. RFQ02758 and the following Addenda and to the best of his/her knowledge has complied with the mandatory requirements stated herein:

Addenda Number	Issue Date
_____	_____
_____	_____
_____	_____

2. That he/she has had the opportunity to ask questions regarding the Request for Qualifications and that if such questions have been asked; they have been answered by the District.
3. That the proposer's response is valid for 90 days.

Dated at _____, this _____ of _____ 2017.

_____ (Signature)	_____ (Title)
_____ (Print Name)	_____ (Email Address)
_____ (Company Name)	_____ (Telephone Number)
_____ (Address)	_____ (Fax Number)
_____ (City)	_____ (UBI Number)
_____ (State)	
_____ (Zip)	

1.0 INTRODUCTION

The Seattle School District No. 1 (“District”) is requesting Statements of Qualifications from qualified firms interested in providing specially designed instructional and supplementary services in reading, writing, math, adaptive, behavior, executive functioning, and/or study/organizational skills to eligible special education students in grades PK-12 and students in transition services (ages 18-21). These will include services from Certified Behavior Analysts, Behavior Technicians, Independent Educational Evaluations in all areas of qualification, and academic Specially Designed instruction in reading, writing, math, adaptive skills, executive functioning and study/organizational skills.

The District intends to pre-qualify multiple agencies to be placed on a roster to provide tutoring services and other compensatory services in some, or all, of the identified areas outlined in the RFQ. Students will be placed with vendors based on service need, available capacity and ability to efficiently deliver services at the specified locations and for the specified duration.

The roster will be in effect beginning approximately March 2017. Agencies approved for the roster will not need to re-submit qualifications and will remain on the roster from year to year unless otherwise determined by the District. Please note that pre-qualified placement on the roster does not guarantee any specific amount of work, and in fact may not award any work at all.

This Request for Qualifications (RFQ) describes the selection process and documentation required for submitting proposals for this project. Any firm failing to submit their proposal in accordance with the procedures set forth in the RFQ may be considered non-responsive.

The selection of the consultant for these services will proceed in the following manner:

- **Seattle Public Schools shall receive proposals no later than the due date and time specified in Section 2.1 of this RFQ.**
- A screening by the District’s Review Committee will follow resulting in a list of pre-qualified firms.
- Selection will be made solely on qualifications submitted. The District reserves the right to seek clarifications about the proposals.
- The Roster will be created and posted publically on the District website.
- The District reserves the right to accept Qualification statements after the due date for upcoming projects in the given year.

The District will select the successful firms based on the best interests of the District, all factors considered. The District reserves the right to reject any or all proposals, waive minor irregularities and informalities, and make the award in its best interest.

2.0 SCHEDULE**2.1 Schedule of Activities**

SCHEDULE	
Date	Selection Process
February 15, 2017	Advertisement for Request for Qualifications Published. (First Notice)
February 22, 2017	Advertisement for Request for Qualifications Published. (Second Notice)
February 23, 2017	Last day for Questions from Proposers by 2:00 p.m.
March 6, 2017	Proposal Due by 10:00 a.m.
Approx. Week of March 6, 2017	Initial screening.
Approx. Week of March 13, 2017	Notifications sent to selected firms.

3.0 QUESTIONS AND COMMUNICATION

All communication and/or questions shall be submitted in writing at the dates and times indicated herein:
to:

U.S. Mail: Diane Navarro
Contracting Services
Seattle Public Schools
M/S 22-337
P.O. Box 34165
Seattle, WA 98124-1165

Physical Location: Diane Navarro
Contracting Services
Seattle Public Schools
M/S 22-337
2445 Third Avenue S.
Seattle, WA 98134-1923

Phone: (206) 252-0566
Fax: (206) 743-3018
E-mail: contractingservices@seattleschools.org

All questions must be submitted electronically by e-mail or fax to Contracting Services by the date and time indicated in Section 2.1. Reference the RFQ number in the subject of your email. The District will consider no telephone or in-person inquiries, except at the interviews (if deemed necessary).

Proposals must be submitted in a sealed package or box with the Request for Qualifications number and the deadline date and time included on the bottom left-hand corner of the response, along with the firm's name and address.

In the event that a firm attempts to contact any official, employee, or representative of Seattle Public Schools in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

This prohibition does not apply to:

- Telephone calls to the District to request copies of this RFQ;
- Delivery of written questions about the proposal;
- Delivery of the firm's proposal.

4.0 BACKGROUND

Special education programs are non-categorical in the sense that each student is placed in the program best suited to deliver the services specified in the student's Individualized Education Program (IEP), regardless of the student's disability. The District has students who may require individualized tutoring services or other services or supports to meet their programming and Least Restrictive Environment (LRE) needs as outlined in their IEPs. Additionally, there are also students who require supplementary/compensatory services and need academic Specially Designed tutoring services provided outside of the academic day or outside of a school based setting. In both scenarios, Specially Designed Instructional services contracted by the district for these purposes require specific standards and documentation.

5.0 PROJECT INFORMATION

Awarded Agencies listed on the Roster with enrolled District students in their program shall receive an hourly rate within the District's established current fee range for respective services. Please see Attachment 2 for the types of compensatory services and average hourly rates. Each 45-minute session should be billed as one hour, which includes 15 minutes of planning and preparation time per student. Partial sessions should include prorated planning and preparation time. Providers will be reimbursed for miles driven from the vendor's location to student's service site or from service site of one District student to service site of another District student. Mileage reimbursement will be calculated based on the Federal Standard Mileage Allowance (www.currentmileagerate.com) and is the only allowable additional billable expense.

Selected providers will provide one-on-one or small group instruction and supports to students in grades PK-12 and students in transition services (ages 18-21), as delineated by the specific student need identified, and provide documentation of specific services provided, including data collection and progress monitoring if required. Providers will utilize district forms for purposes of documentation, submit invoices and track the provision of services and student attendance. Requisite training and technical assistance will be provided as necessary. Providers will coordinate scheduling of individual services and support all components of the outlined scope of services, ensuring that the final deliverables align with District expectations, as well as local, state and federal laws, regulations, policies and procedures. Instructional best practice in designated service area(s) is expected and may be monitored through observations conducted by District personnel.

The successful firm(s) selected as service providers will be expected to perform all activities related to the provision and monitoring of specific contracted specially designed instructional services on behalf of the District including, but not limited to, attendance reporting, mileage submission, tracking of services associated with any of these related activities.

Because services will be provided on an as-needed basis, exact timeframes for deployment of services cannot be identified. The District will engage pre-qualified firms as needed at the appropriate time.

The successful agencies selected for this roster will have the following responsibilities:

- Provision of services for specially designed instruction and/or supplementary services in reading, writing, math, adaptive, behavior, executive functioning, and/or study/organizational skills to eligible special education students in grades PK-12 and students in transition services (ages 18-21). These may include services from Certified Behavior Analysts, Behavior Technicians, Independent Educational Evaluations in all areas of qualification, and academic Specially Designed instruction in reading, writing, math, adaptive skills, executive functioning and study/organizational skills. Depending on student's designated needs, these services may be provided at the student's school, a third party location, virtually, at home, or at the agency site; also depending on student need, services may occur before school, during the school day, or after school.
- Maintaining requisite state certification for staff delivering specially designed instructional services and other certification for Board Certified Behavior Analysts (BCBAs) and other related service provision.
- Ongoing progress monitoring/data collection. (Progress Reports to be developed and submitted to District, parents and school on a monthly basis).
- Submission of monthly claims for mileage reimbursement. Reimbursement will be approved from the vendor's location to student's service site or from service site of one District student to service site of another District student. Mileage reimbursement will be calculated based on the Federal Standard Mileage Allowance (currentmileage.com).
- Submission of monthly reports to the District showing date(s) of service, start/end time of services, number of hours, names of students served, and description of services provided.

Refer to **Additional Contract Requirements (Attachment 3)** for additional responsibilities of the agencies.

6.0 SELECTION PROCESS

6.1 Method of Selection

1. An initial screening of the proposals by the Review Committee will be conducted to identify those firms deemed to be qualified for placement on the Roster.
2. Follow-up clarifications may be conducted by the Selection Committee to confirm qualifications, or to determine an agency's ability to perform the services.
3. The District will select firms for the roster based solely on the written proposals. Firms approved for the roster shall remain on the roster from year to year unless otherwise determined by the District.
4. The following general selection criteria will be used in determining qualification:
 - Qualifications, endorsements and experience of agency's personnel, including proposed contract representative; number and names of staff that are currently employed to support the services as outlined above in project information must be listed.
 - Agency's approach and proposal for services, where shown in the submittal.
 - References with similar educational organizations.

- A proven track record in providing Individual Education Plan based Specially Designed Instruction and/or related services and supports to students receiving services under an IEP; Progress Reports or similar documentation to be developed by vendor, but consistent with the progress monitoring outlined within the student’s IEP.
- The ability to maintain accurate and complete records necessary for documentation of performance and verification of services.
- Provide eligibility requirements:
 - WA Business License Number
 - WA Unified Business Identifier Number (UBI)
 - Federal Tax ID number
 - Proof of Insurance

6.2 Notifications

The District will provide timely notifications to firms responding to the Request for Qualifications.

6.3 Seattle Schools Right to Reject

The District reserves the right to reject any and all proposals and re-advertise the RFQ at any time prior to approval of the recommended firm and the negotiated agreement. All costs incurred in the preparation of the Request for Qualifications process shall be borne by the proposing firm. **Proposals submitted in response to this Request for Qualifications shall become the property of the District and be considered public documents under applicable Washington State laws.**

The District reserves the right to modify the scope of services as a result of the written submittals and/or interviews.

6.4 Procedure Requirements

Any firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

7.0 **SUBMITTAL REQUIREMENTS**

7.1 General Submittal Requirements

A. The submittal requirements shall be as follows:

The proposing agency, joint venture or other form of association (“agency”) shall submit two (2) hard copies and two (2) electronic copies on CDs or USB flash drives of its Proposal for the project. Each hard copy shall be provided in a 3-ring, loose leaf binder with the agency name and the Request for Qualifications name and number on both cover and spine. The submittal shall be limited to a maximum of twenty (20) pages (8-1/2” x 11”) single sided, not smaller than 12-point type.

1. The cover letter (including the Statement of Qualifications), table of contents, proposal certification form and tabs do not count toward the page limits. Project cut sheets, including photos, are included in the page limits. Submittals exceeding the page limits may be considered nonresponsive.

B. Proposal Contents

Table of contents (maximum 1 page).

1. Signed Proposal Certification Form (shown on Page 3 of this RFQ – does not count towards the page limit).
2. Roster Category List. Include a completed Attachment 1, noting all service categories your agency is qualifying for. This does not count towards the page limit.
3. Separate section with a tab: General Business Information. This section does not count towards the page limit.

Provide proof of eligibility requirements:

- Certification(s) for type of service(s) to be provided
- WA Business License
- WA Unified Business Identifier Number (UBI)
- Federal Tax ID number
- Certificate of Insurance

4. Separate section with a tab: Company Profile.
 - a. Identification of firm including address, telephone number, email address and date firm(s) were established.
 - b. Areas of specialization of the firm; please specify the services for which you would like to be considered.
 - c. Provide total size and breakdown of firm personnel by category; please provide an organization chart of firm.
5. Separate section with a tab: Experience.
 - a. Describe relevant experience. Identify previous work involving tutoring and other related services (individual or group; virtually, at home, etc.), IEPs, data collection, and/or Progress Reporting.
 - b. For references, provide the client name, address, email address, and client's project representative and telephone number for the firm's three (3) most recent projects that most closely relate to the services being proposed.
6. Separate section with a tab: Team Organization.

Explain your proposed team organization, roles and responsibilities, and personnel qualifications in the following manner:

- a. **Organization:** Provide an organization chart for the project team, indicating who would be assigned to this work, including primary contact information for contract initiation, service requests and billing. This would include the name, title, phone number and email address for each contact. Give a brief description of the roles of personnel on the team and the amount of time each would be available for this project.

- b. **Experience:** In narrative form, briefly discuss the relevant professional experience and education of each key team member.
 - c. Are you willing/able to expand your agency's capacity for service if your agency is unable to meet the demands of the District (with regard to student numbers)?
 7. Separate section with a tab: Capabilities.
 - a. **Capability:** Briefly describe your team's general understanding of this work. Include any special issues that affect this work.
 - b. Address the team's experience in the following:
 1. Provision of services to special education students
 2. Development and implementation of a systematic, effective, and efficient data collection system
 3. Using data to develop goals and monitor progress
 4. Development or support of related documents prepared for school districts (IEPs, Progress Reports, etc.)
 5. Organizational skills and ability to deliver and coordinate services to a large number of students across multiple locations
 8. Separate section with a tab: Availability and Capacity.
 - a. Briefly discuss the availability of all key personnel. Additionally, discuss the capacity of the proposed team, to provide the services as project needs arise. Provide Service hours offered (Pacific Standard Time) for placing and responding to new requests for staffing, collaborating on existing placements or discussing billing/accounting issues.
 - b. Provide a description of the proximity of your service locations to District sites. List the times that providers will be available to provide services both during the school day and outside the school day.
 9. Separate section with a tab: Approach.
 - a. Describe how individuals will be selected for this project. Please include the following:
 - the quality assurance process your firm uses to screen qualified individuals, to ensure that only qualified candidates are referred, and to assure that candidates are a good fit with the agency,
 - the average time it takes your firm to provide qualified applicants to the agency,
 - how your firm develops and maintains strong client relationships and ensures that client customer service is a top priority.
 - b. Describe how work will be distributed among select providers (geographic region, areas of service, provider caseload, areas of expertise, continuity of provider, etc.).

- c. Explain the process to be used in coordination of service as outlined in project information above.

10. Separate Section with a tab: Rates and Fees.

The District will review submissions from agencies to generate an appropriate range from which to derive a competitive cost basis for the provision of tutoring services by the agencies.

Please note that the District reserves the right to ask questions and seek clarifications about the Proposal.

8.0 CONTRACT AND CONTRACTING PROVISIONS

8.1 Standard Form of Contract

A sample of the District's Contract for Personal Services is included as Attachment 3. The proposal should include any comments or requested changes. **Please note: The District reserves the right to reject any firm that is not willing to accept the District's terms and conditions as noted in the standard form of contract.**

8.2 Insurance

General liability insurance coverage of at least \$1M will be required. Projects that include direct access to students may require at least \$1M sex abuse/molestation coverage.

8.3 Protest Procedures

1. Any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of this contract may protest to the District in accordance with the procedures set forth herein. Protests based on the terms in this Request for Qualifications, which are apparent prior to the date established for submitting the proposal must be received seven (7) days prior to the submittal deadline. Protests based on other events must be received within three (3) working days after the aggrieved person knows, or should have known, of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all proposals are rejected or if the protest is received after the award for this contract.
2. In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the aggrieved person; (2) the contract title under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; (4) and the specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a ground for protest, it must address in detail each of the matters addressed in the Owner's reasoning as to why the protesting party has been determined not responsible in its written protest.

The written protest shall be mailed to:

JoLynn Berge
Assistant Superintendent for Business and Finance
Seattle School District No.1
MS 33-300
P.O. Box 34165
Seattle, WA 98124

Or delivered to:

JoLynn Berge
Assistant Superintendent for Business and Finance
Seattle School District No.1
MS 33-300
2445 3rd Avenue South
Seattle, WA 98134

And shall be labeled: "Protest"

3. Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including Proposers involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision shall be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested parties. The District decision may be appealed to the Superintendent by written notice together with all supportive evidence, received at the address set forth in paragraph 2, not more than two (2) working days after receipt of the decision. The Superintendent's decision shall be final and conclusive.
4. Strict compliance with the protest procedures set forth herein is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award. No person or party may pursue any action in court challenging the solicitation or award of this contract without first exhausting the administrative procedures specified herein and receiving the District's final decision.
5. Any Proposer submitting a proposal shall be deemed to have accepted these procedures.

End of Request for Qualifications

ATTACHMENTS

1. Roster Category List
2. Compensatory Services and Rates
3. Sample Personal Services Contract
4. Additional Contract Requirements