



SCHOOL BOARD ACTION REPORT

DATE: May 24, 2018
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Michael Stone, Director of Grants, Fiscal Compliance & Strategic Partnerships, mastone@seattleschools.org; Michael Tolley, Associate Superintendent of Teaching and Learning, mftolley@seattleschools.org

For Intro: June 27, 2018
For Action: July 11, 2018

1. TITLE

City of Seattle Families & Education Levy (FEL) and Seattle Public Schools (SPS) Personal Services Contracts (PSC) for Seattle Parks & Recreation, City Year of Seattle, University Tutors of Seattle Schools, Communities in Schools and Seneca Family of Agencies.

2. PURPOSE

This action report would approve contracts with Seattle Parks & Recreation, City Year of Seattle, University Tutors of Seattle Schools, Communities in Schools, and Seneca Family of Agencies for a total of \$3,905,264 to provide Family & Education Levy funded activities.

3. RECOMMENDED MOTION

I move that the Board authorize the Superintendent to execute contracts for a combined total of \$3,905,264 with City of Seattle's Parks & Recreation Department (\$553,192), University Tutors for Seattle Schools (\$867,217), Communities in Schools (\$250,755), Seneca Family of Agencies (\$1,161,100) and City Year (\$1,073,000), for school year 2018-19 for the purpose of providing Families & Education Levy (FEL) funded or other funding source activities in selected elementary, K-8, middle and high schools, with any minor additions, deletions and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contracts.

4. BACKGROUND INFORMATION

- a. Background** City of Seattle 2011 Families and Education Levy is funding 43 elementary, middle, and high schools in the District totaling \$19,646,687.00 during school year 2018-19. These organizations will deliver student support and tutoring services during school year 2018-19, each at a cost in excess of \$250,000. SPS is entering into one contract with each of these providers on behalf of the schools awarded Levy funds and building funds.

In an effort to support schools, we are combining individual school partnerships into one Personal Services Contract. Multiple schools have chosen to contract with the Seattle

Parks & Recreation, primarily to provide after school time learning and enrichment opportunities. Multiple schools have also chosen to contract with University Tutors for Seattle Schools, Communities in Schools, and City Year to support both in-school time and out-of-school time academic support. The resulting size of the contracts with the Seattle Parks and Recreation, University Tutors for Seattle Schools, and City Year requires Board approval. Schools are currently finalizing their contract addenda. Seneca Family of Agencies will provide social emotional professional development for school staff around re-entry support for students.

- b. Alternatives** Twenty-three (23) separate personal services contracts would be required if the proposed motion is not approved. Board approval for this motion simplifies the process for schools, the accounting office, and community-based organizations. Furthermore, this motion provides an additional level of transparency to the work, since the total commitment to each CBO is over \$250,000.
- c. Research** Contracts and associated outcomes for all programs for 2018-19 are being jointly developed with the City’s Department of Education and Early Learning, central office staff, and the schools receiving funding.

5. FISCAL IMPACT/REVENUE SOURCE

As of June 5, 2017, the projected total for all contracts is approximately \$3,905,264. The majority of the funding will be provided through the City of Seattle’s 2011 Families and Education Levy, building Title I funds, or building High Poverty Learning Assistance Program Funds.

The revenue source for this motion is City of Seattle Families & Education Levy, High Poverty LAP and Title I.

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

In the process of developing their Request for Investment strategies and choosing CBO partners for the 2011 Families and Education Levy, schools engaged in extensive community involvement.

7. EQUITY ANALYSIS

This specific contracting decision was not put through the racial equity analysis tool. The Families & Education Levy funding provides voter approved supplemental funding to 43 higher Free & Reduced Lunch percentage Elementary, Middle and High School programs throughout the district. These contracts will provide students in these 43 school sites with before, during and after school academic and enrichment programs to support closing opportunity gaps for students attending these schools.

8. STUDENT BENEFIT

These community based organizations will provide supplemental funding to support before, during and after school programs at 43 school sites.

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 Board Policy No. 6220, Procurement, all contracts for more than \$250,000 initial value, excluding sales tax and contingencies, and changes or amendments of more than \$250,000, excluding sales tax and contingencies, must be approved by the School Board.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Audit & Finance Committee meeting on June 11, 2018. The Committee reviewed the motion for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

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

13. ATTACHMENTS

- University Tutors of Seattle Schools Draft Personal Services Contract
- Seattle Parks and Recreation Draft Personal Services Contract
- City Year Draft Personal Services Contract
- Communities in Schools Draft Personal Services Contract
- Seneca Family of Agencies Draft Personal Services Contract
- Contract Summary of Services & Schools



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City of Seattle Families & Education Levy Personal Services Contracts for 2018-2019

Community Based Organization Contracts

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

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

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

Michael Stone
Director of Grants
mastone@seattleschools.org

The Board Action Report has five contracts for the 2018-2019 school year for the following Community Based Organizations: City Year of Seattle, University Tutors of Seattle Schools, Communities in Schools of Seattle, City of Seattle Department of Parks & Recreation, and Seneca Families of agencies. Each year through the Families and Education Levy, schools will identify those Community Based organizations they wish to contract with for the next school year.

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Personal Services Contract

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

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

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

1. Description of Services and Expected Objective:

Dates of Services	
From	To

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

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

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

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

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

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Personal Services Contract

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

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

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

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

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

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

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Personal Services Contract

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

8. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name:	Title:
Signature:	Date

SCHOOL BASED CONTRACTS OVER \$25,000

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

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

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

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

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Personal Services Contract

CONTRACTOR NAME AND ADDRESS <small>(Legal Name – MUST be same as registered with Tax ID Number)</small>	CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES
Name: UNIVERSITY TUTORS FOR SEATTLE SCHOOLS	WA State Business License (UBI#): 603175143
Doing Business As (DBA): UTSS	Email: CASSANDRAJ@UTFORSS.ORG
Address: 4111 E. MADISON ST., SUITE 2 BOX 53	Telephone: 206-920-7230
City, State and Zip: Seattle, WA 98117	Fax:
Accounting Use: Vendor #206557	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:
Contractor seeks to increase the density of caring, highly-capable adults in public school classrooms to increase students achievement and support teacher effectiveness by providing undergraduate and graduate tutors to elementary, middle and high schools. UTSS utilizes an Executive Director, Program Director & Site Coordinato. See Attached Addendum for 20 schools: Dearborn Park \$12K, Emerson \$12K, Graham Hill \$12K, Muir \$75K, Northgate \$53,760.00, Rainier View \$20,736.00, W.Seattle ES \$32K, Wing Luke \$43,700.00, Aki Kurose \$12K, Broadview-Thomson \$50K, Denny \$41,472.00, Madison \$30K, McClure \$5K, Mercer \$41,472.00, Pathfinder \$20,045.00, Cleveland, \$73,440.00. Ingraham \$185,592.00, Roosevelt \$20K, Sealth \$60K and W.Seattle HS \$67K

Dates of Services	
From 9/1/2018	To 8/31/2019

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): Fixed Monthly Pymt Schedules per Addendum

Estimated Total for Services:	Other Reimbursable Expenses (specify):
TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED:	\$867,217.00

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**

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

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

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

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

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

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

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Personal Services Contract

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

8. Miscellaneous:

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

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

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

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

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

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

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

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

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

CONTRACTOR NAME (PRINT NAME): CASSANDRA JOHNSTON	FEDERAL TAX I.D. OR SOCIAL SECURITY NO.: 45 - 5011816
SIGNATURE:	TITLE OF CONTRACTOR AND DATE SIGNED EXECUTIVE DIRECTOR

SCHOOL/DEPARTMENT BUDGET AUTHORITY		
School/Department Name: Grants, Fiscal Compliance & Strategic Partnerships	Mail Stop 33-182	Phone: 206-252-0222

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: MICHAEL A STONE	Title: Director-Grants, Fiscal Compliance & Strategic Partnerships
Signature:	Date:

SCHOOL BASED CONTRACTS OVER \$25,000

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

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2018-2019	VARIOUS	see attached listing for 20 schools	7120
			7120
			7120

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

CONTRACTOR NAME AND ADDRESS <small>(Legal Name – MUST be same as registered with Tax ID Number)</small>	CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES
Name: SENECA FAMILY of AGENCIES	WA State Business License (UBI#): 603-421-089
Doing Business As (DBA):	Email: adam.campbell@senecacenter.org
Address: 210 S. Hudson	Telephone: 206-492-4842
City, State and Zip: Seattle, WA 98134	Fax:
Accounting Use: Vendor #207086	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:
Goal of partnership is to integrate Seneca's 30+ yrs of experience providing culturally responsive, trauma informed interventions to reduce out-of-classroom time as a key strategy in combating the disproportionate number of incidents, suspensions, and special education referrals for emotional and behavioral challenges experience by students of color. The intent is to provide strategies for both students and teachers to assist in maximizing instructional time and maintaining student engagement, with particular attention given to students impacted by trauma, behavioral challenges, or other mental needs with Reset Counselors/Student Support Counselors, Clinical Intervention Specialists, Climate & Cultural Specialists. See Attached Addendums for 10 schools: Dearborn Park \$77K, Emerson, \$171K, Greenlake \$47K, Highland Park \$114,600.00, Muir \$98K, Kimball \$171K, Madrona \$171K, MLK \$38,500.00, Northgate \$98K and South Shore \$175K.

Dates of Services	
From 9/1/2018	To 8/31/2019

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): Fixed Monthly Pymt Schedules per Addendum

Estimated Total for Services:	Other Reimbursable Expenses (specify):
TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED:	\$1,161,100.00

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**

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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

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

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

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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

8. Miscellaneous:

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

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

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

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

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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

CONTRACTOR NAME (PRINT NAME): JANET BRIGGS	FEDERAL TAX I.D. OR SOCIAL SECURITY NO.: 94 - 2971761
SIGNATURE:	TITLE OF CONTRACTOR AND DATE SIGNED CFO

SCHOOL/DEPARTMENT BUDGET AUTHORITY		
School/Department Name: Grants, Fiscal Compliance & Strategic Partnerships	Mail Stop 33-182	Phone: 206-252-0222

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: MICHAEL A STONE	Title: Director-Grants, Fiscal Compliance & Strategic Partnerships
Signature:	Date:

SCHOOL BASED CONTRACTS OVER \$25,000

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

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2018-2019	VARIOUS	see attached listing for 10 schools	7120
			7120
			7120

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

CONTRACTOR NAME AND ADDRESS <small>(Legal Name – MUST be same as registered with Tax ID Number)</small>	CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES
Name: City of Seattle, Dept of Parks & Recreations	WA State Business License (UBI#): 178-048-953
Doing Business As (DBA):	Email: daisy.catague@seattle.gov; lori.chisholm@seattle.gov
Address: 4209 W Marginal Way SW	Telephone: 206-233-7006
City, State and Zip: Seattle, WA 98106	Fax:
Accounting Use: Vendor # 203737	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:
Seattle Parks & Recreation (SPR) PROVIDE PRO-SOCIAL ENGAGEMENT OPPORTUNITIES FOR STUDENTS DURING LUNCHTIME, AFTER-SCHL MATH & LITERACY INTERVENTION, STUDY/HOMEWORK CENTER IN PARTNERSHIP WITH SCHL STAFF & COLLEGE TUTORS. PLUS ACADEMIC, ARTS, & ATHLETIC ENRICHMENT & EXTENDED DAY LEARNING. SPR STAFF PARTICIPATES IN FAMILY HOME VISITS. SPR WILL TARGET RECRUITMENT TOWARDS STUDENTS STRUGGLING ACADEMICALLY INCLUDING PROGRAMMING FOCUSED ON CULTURAL AFFIRMATION. EXTEND FULL SCHOLARSHIPS TO THOSE WHO ENROLL & WILL COLLABORATE TO RECRUIT ALL LEVY FOCUS STUDENTS. SPR WORKS COLLARBORATIVELY WITH SCHL STAFF & ADM TO DESIGN ACADEMIC INTERVENTIONS. ENRICHMENT ACTIVITIES OPEN TO ALL STUDENTS. SPR STAFF WILL COORDINATE TO MAKE SURE ALL STUDENTS CAN PARTICIPATE IN PROGRAMMING. SPR SUPPORTS SCHL BREAK CAMPS (DEC, FEB, APRIL). SEE ADDENDUMS attached for : Aki Kurose-\$62287.00, Denny Int'l-\$90,000.00, McClure-\$110,000.00, Mercer-\$162,000.00, Northgate-\$21,905.00 and WMS,\$107,000.00

Dates of Services	
From 9/1/2018	To 8/31/2019

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): Fixed Monthly Pymt Schedules per Addendum

Estimated Total for Services:	Other Reimbursable Expenses (specify):
TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED:	\$ 553,192.00

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**

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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

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

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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

8. Miscellaneous:

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

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

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

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

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

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

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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

CONTRACTOR NAME (PRINT NAME): Christopher Williams	FEDERAL TAX I.D. OR SOCIAL SECURITY NO.: 91-6001275
SIGNATURE:	TITLE OF CONTRACTOR AND DATE SIGNED Interim Superintendent

SCHOOL/DEPARTMENT BUDGET AUTHORITY		
School/Department Name: Grants, Fiscal Compliance & Strategic Partnerships	Mail Stop 33-182	Phone: 206-252-0222

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: MICHAEL A STONE	Title: Director-Grants, Fiscal Compliance & Strategic Partnerships
Signature:	Date

SCHOOL BASED CONTRACTS OVER \$25,000

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

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2017-2018	various	see attached listing for 6 schools	7120
			7120
			7120

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

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

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

CONTRACTOR NAME AND ADDRESS <small>(Legal Name – MUST be same as registered with Tax ID Number)</small>	CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES
Name: Communities in Schools of Seattle	WA State Business License (UBI#): 601 857 994
Doing Business As (DBA): CISWA	Email: info@cisseattle.org; jkleahy@seattleschools.org
Address: 2445-3rd Avenue S.; MS 33-163	Telephone: 206-252-0008
City, State and Zip: Seattle, WA 98134	Fax:
Accounting Use: Vendor #201342	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:
Scope of services included but not limited to intensive case management of students focusing on social, emotional, behavioral and academic services. Provide wrap-around services for focus families, attendance interventions, academic support, coordination of all-school activities, support for family engagement and coordination with other community partners. Communities in Schools of Seattle (CISWA) will provide services as described in the attached contract addenda for Aki Kurose-\$15,000.00; Dearborn Park-\$50,000.00; Denny-\$15,000.00; Highland Park-\$60,000.00; Pathfinder-\$26,755.00; Roxhill-\$56,000.00 and Van Asselt-\$28,000.00.

Dates of Services	
From 9/1/2018	To 8/31/2019

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): Fixed 10-month Pymt Schedules

Estimated Total for Services:	Other Reimbursable Expenses (specify):
TOTAL PAYMENT (Services + Approved Expenses) ON THIS CONTRACT WILL NOT EXCEED:	\$ 250,755.00

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**

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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

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

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

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

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

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

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

8. Miscellaneous:

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

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

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

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

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

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

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

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

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Personal Services Contract

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

CONTRACTOR NAME (PRINT NAME): Ruel Olanday	FEDERAL TAX I.D. OR SOCIAL SECURITY NO.: 91-1910330
SIGNATURE:	TITLE OF CONTRACTOR AND DATE SIGNED Ex. Director

SCHOOL/DEPARTMENT BUDGET AUTHORITY		
School/Department Name: Grants, Fiscal Compliance & Strategic Partnerships	Mail Stop 31-178	Phone: 206-252-0222

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: Michael A Stone	Title: Director of Grants, Fiscal Compliance & Strategic Partnerships
Signature:	Date:

SCHOOL BASED CONTRACTS OVER \$25,000

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

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2018-2019	various	see attached listing for 7 schools	7120
			7120
			7120

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

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

Summary of Contracts for Board Action Report

City Year of Seattle/King County

Provide tutoring and academic achievement efforts in reading & mathematics through 1:1 and small group tutoring with a focus on students grades 3-5 and Tier 2 ELL students. City Year corps members may provide additional instructional assistance during Saturday Academy. Also provides before and after-school programs for grade 3-5 and 6-8 students (other grade levels as determined by school) focused around academic achievement, social skills coaching, enrichment programs and service opportunities. Work closely with school to support the strengthening of family engagement by participating in all school family events and promoting good attendance utilizing a Program Manager and City Corps members.

School	# of Corp Members	Total
Aki Kurose	11	\$ 137,500
Denny Int'l	10	\$ 125,000
Concord Int'l	9	\$ 112,500
Highland Park	7	\$ 87,000
Martin Luther King Jr.	7	\$ 87,000
Roxhill	7	\$ 87,000
Sanislo	7	\$ 87,000
South Shore	9	\$ 112,500
Van Asselt	10	\$ 125,000
Wing Luke	9	\$ 112,500

University Tutors of Seattle Schools (UTSS)

University Tutors of Seattle Schools (UTSS) seeks to increase the density of caring, highly-capable adults in public school classrooms to increase student achievement and support teacher effectiveness by providing undergraduate and graduate tutors to elementary, middle and high schools. UTSS will provide schools with a set number of tutoring hours starting October 1 to the May 24th of the 2018-2019 school year. The number of tutors at each school is dependent on the number of hours per week. UTSS tutors will provide tutoring to specific grade levels and subject areas.

School	Total
Dearborn Park	\$ 12,000
Emerson	\$ 12,000
Graham Hill	\$ 12,000
John Muir	\$ 75,000
Northgate	\$ 53,760
Rainier View	\$ 20,736
West Seattle ES	\$ 32,000
Wing Luke	\$ 43,700

School	Total
Aki Kurose	\$ 12,000
Broadview-Thomson	\$ 50,000
Denny Int'l	\$ 41,472
Madison	\$ 30,000
McClure	\$ 5,000

Summary of Contracts for Board Action Report

Mercer	\$ 41,472
Pathfinder	\$ 20,450
Cleveland	\$ 73,440
Ingraham	\$ 185,592
Roosevelt	\$ 20,000
Chief Sealth	\$ 60,000
West Seattle HS	\$ 67,000

Seneca Family of Agencies

Goal of partnership is to integrate Seneca's 30+ years of experience providing culturally responsive, trauma informed interventions to reduce out-of-classroom time as a key strategy in combating the disproportionate number of incidents, suspensions, and special education referrals for emotional and behavioral challenges experience by students of color. The intent is to provide strategies for both students and teachers to assist in maximizing instructional time and maintaining student engagement, with attention given to students impacted by trauma, behavioral challenges, or other mental needs with Reset Counselors/Student Support Counselors, Clinical Intervention Specialists, Climate & Cultural Specialists.

School	Total
Dearborn Park	\$ 77,000
Emerson	\$ 171,000
Greenlake	\$ 47,000
Highland Park	\$ 114,600
John Muir	\$ 98,000
Kimball	\$ 171,000
Madrona	\$ 171,000
Martin Luther King Jr	\$ 38,500
Northgate	\$ 98,000
South Shore	\$ 175,000

Communities in Schools of Seattle

Scope of services included but not limited to intensive case management of students focusing on social, emotional, behavioral and academic services. Provide wrap-around services for focus families, attendance interventions, academic support, coordination of all-school activities, support for family engagement and coordination with other community partners.

School	Total
Aki Kurose	\$ 15,000
Dearborn Park	\$ 50,000
Denny Int'l	\$ 15,000
Highland Park	\$ 60,000
Pathfinder	\$ 26,755
Roxhill	\$ 56,000
Van Asselt	\$ 28,000

Summary of Contracts for Board Action Report

City of Seattle, Department of Parks & Recreation

The Department of Parks & Recreation will provide pro-social engagement opportunities for students during lunchtime, afterschool math & literacy intervention, study/homework center in partnership with school staff & college tutors. Academic, arts and athletic enrichment through extended day learning. Parks & Recreation staff participate in family home visits. Targeted recruitment of students struggling academically including programming focused on cultural affirmation. Extend full scholarships to those who enroll & will collaborate to recruit all Levy focus students. Work collaboratively with school staff and administration to design academic interventions and open enrichment activities to all students. Staff will coordinate to make sure all students can participate in programs run through Parks & Recreation. Parks & Recreation staff will provide support during school break camps in December, February and April.

School	Total
Aki Kurose	\$ 62,287
Denny Int's	\$ 90,000
McClure	\$ 110,000
Mercer Int'l	\$ 162,000
Northgate	\$ 21,905
Washington	\$ 107,000