



SCHOOL BOARD ACTION REPORT

DATE: May 2, 2018
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Beth Mills, Director of Special Education-Operations, 20807

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

1. TITLE

Contract approval for Early Support for Infants & Toddlers (Birth to 3 Intervention Service Providers)

2. PURPOSE

This Board Action Report authorizes the Superintendent to execute contracts totaling \$4,707,692.00 with the Experimental Education Unit (EEU), Wonderland Developmental Center, Northwest Center and Boyer Children’s Clinic to ensure the provision of Early Intervention Services in accordance with Part C of the Individuals with Disabilities Education Act (IDEA).

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute contracts with the Experimental Education Unit (EEU) in the amount of \$243,501.00, Wonderland Developmental Center in the amount of \$405,835.00, Northwest Center in the amount of \$1,623,340.00 and Boyer Children’s Clinic in the amount of \$2,435,016.00, to ensure the provision of Early Intervention services as defined in 34 C.F.R. 303 in accordance with Part C of the Individuals with Disabilities Education Act (IDEA), 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** Part C of IDEA requires States to maintain and implement statewide, comprehensive, interagency systems to make available early intervention services for all infants and toddlers with disabilities from birth to age three. Eligible infants, toddlers and their families are entitled to individualized, quality early intervention services in accordance with Federal law. Since 2009, Washington State has also required all school districts to provide services to infants and toddlers, under the requirements of Part C regulations.

Starting in January 2006, Seattle School District has served our youngest and most vulnerable students in collaboration with local Birth-to-Three providers. Currently approximately 472 children are served through our Birth-to-Three program.

By providing the required services through these contracts, the District ensures service provision and fosters relationships with the community and families to serve infants and toddlers who have disabilities and/or developmental delays.

The providers in this motion responded to RFQ 02848, Early Support for Infants and Toddlers.

The amount contracted with each agency for 2017-18 is as follows:

- Experimental Education Unit: \$213,964.38
- Wonderland Developmental Center: \$356,607.30
- Northwest Center: \$1,069,821.89
- Boyer Children's Clinic: \$1,783,036.48

For the 2018-19 school year the following amounts are anticipated:

- Experimental Education Unit (EEU): \$243,501.00
- Wonderland Developmental Center: \$405,835.00
- Northwest Center: \$1,623,340.00
- Boyer Children's Clinic: \$2,435,016.00

These increases represent an increase in the number of students projected to be served during the 2018-19 school year and a change to Chapter 170-400 WAC: Early Support for Infants and Toddlers. This change requires that 95% of the funds received by the district must be passed through to the Early Intervention Providers. School year 2018-19 is the last year that SPS will be the pass through for this funding.

The 2018 Washington State Legislature adopted ESSB 6257 which provides for the development of a funding model for early intervention services for eligible children. Beginning in school year 2019-20, school districts will no longer serve as a flow through for this funding, but will continue to be responsible for the transition of students from to Part B IDEA services.

- b. **Alternatives** An alternative to contracting would be for the District to provide direct administration, subcontracting, billing, payment and compliance monitoring for infants, toddlers and their families who are eligible for Birth-to-Three services.

This option would require the district to hire staff and provide facilities, as well as implement complex/compliant tracking and monitoring of services provided.

- c. **Research** Provision of early intervention services to children and their families has been supported by research that indicates the school age achievement gap is often created by an early childhood preparation gap. Children who arrive at school behind their peers tend to stay behind. High quality, aligned early learning opportunities from birth can mitigate the impact of developmental delays, especially in an aligned system that creates continuity for children and their families.

The Early Head Start Research and Evaluation Longitudinal Follow-Up Group provided an abstract from their study. This study examined school readiness at kindergarten entry for low-income children whose disability indicators were identified before age 3. Children who had suspected developmental delays and did not receive Part C services had lower pre-academic skills scores at kindergarten entry than those who had no disability indicators. In contrast, the pre-academic skills at age 5 of children who received Part C services did not differ from those who had no disability indicators. A large portion of children who had suspected developmental delays and did not receive Part C services by age 3 received Part B services later. Results highlight the importance of early intervention for low income children who have suspected developmental delays to enhance their school readiness skills.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$4,707,692.00 from the Special Education Infant and Toddler Birth-to-Three revenue funds allocated as follows:

- Experimental Education Unit: \$243,501.00
- Wonderland Developmental Center: \$405,835.00
- Northwest Center: \$1,623,340.00
- Boyer Children’s Clinic: \$2,435,016.00

The revenue source for this motion is State Apportionment.

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 and through review of parent communication from agencies and parent determination of service provider, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

Information will be provided on the district website, in brochures and from district staff about where early intervention services can be accessed for children residing within Seattle Public Schools. As a part of the original RFQ for these contracts, the ad for agencies to apply was publicized.

7. EQUITY ANALYSIS

Qualified students will not be denied services due to their race, ethnicity, religion, ELL status or ability to pay. Interpreters are provided for meetings and events so that non-English speaking families can participate. Services are provided in “natural setting”, most often in homes or childcare facilities. These occur throughout the city so no community is excluded. Information regarding the availability of translation services is provided to agencies, referral sources, and the SPS B-3 transition coordinator in order to support families accessing these services.

8. STUDENT BENEFIT

Students will receive early intervention services as prescribed by their Individualized Family Service Plan. By providing these services to students at an early age, their skills will improve so that they will need fewer or no special education services upon school entry.

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

Policy No. 2161 Special Education states it is the policy of the Board to provide FAPE (Free and Appropriate Public Education) to all eligible students with disabilities beginning at age 3. As noted above, providing services earlier in life improves outcomes.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the A & F Committee meeting on June 11, 2018. The Committee reviewed the motion and moved the item forward with a recommendation for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the contracts will be executed with the Experimental Education Unit (EEU), Wonderland Developmental Center, Northwest Center and Boyer Children's Clinic for the 2018-19 school year.

13. ATTACHMENTS

- Experimental Education Unit Agreement
- Wonderland Developmental Center Agreement
- Northwest Center Agreement
- Boyer Children's Clinic Agreement

**AGREEMENT
BIRTH TO THREE INTERVENTION SERVICES**

This Agreement, Contract No. RFQ02848-1, is effective _____ by and between Seattle School District No. 1, a Washington municipal corporation (District), and Boyer Children's Clinic (Vendor). The District and Vendor agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Vendor shall provide services as described in Exhibit A, Scope of Services. Vendor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through August 31, 2019. With the mutual approval of the Vendor and the District, the contract may be extended for two (2) additional 1-year terms (Renewal Terms) under the same terms and conditions. Contract extension periods will begin September 1 and end August 31 in order to stay in line with District fiscal year requirements. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

2. CONTRACT PRICE

District agrees to pay Agency an estimated sum up to **TWO MILLION, FOUR HUNDRED THIRTY-FIVE THOUSAND, SIXTEEN DOLLARS (\$2,435,016.00)**. This equates to an estimated annual amount of \$8116.70 per child for approximately 300 children.

Payments to Agency will be made based on enrollment in the months of September through June. The WAC 170-400-0140(4) requirements regarding Use of Funds to issue ninety-five percent (95%) of the current BEA rate is estimated to be \$811.67 per child for each month enrolled.

This amount constitutes the "Maximum Authorized Compensation" for services to perform the work identified in the Request for Qualifications No. RFQ02848.

This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging, and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

Compensation will be paid monthly to the extent that Vendor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Vendor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. COMMUNICATION

The District's representative for this contract is Elizabeth Carter, Special Education Services Supervisor. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District:	Elizabeth Carter Special Education Services Supervisor Mail Stop 31-680 Seattle School District No. 1 P.O. Box 34165 Seattle, WA 98124-1165	To	Michael K. Stewart
		Contractor:	Boyer Children's Clinic 1850 Boyer Ave. E. Seattle, WA 98112

Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3. above.

4. **VENDOR'S REPORTS**

Vendor shall provide reports as requested by District and as specified in Exhibit A, Scope of Services.

5. **PERSONNEL**

Vendor shall assign the personnel listed in Exhibit B.3, Team Organization, for the performance of the Work and shall not (for so long as they remain in Vendor's employ) reassign or remove any of them without the prior written consent of District.

6. **THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:**

Exhibit	Topic
A	Scope of Services
B	Proposal response sections for RFQ02848 dated April 2, 2018: B.1: Administrative Competency B.2: Technical Capabilities B.3: Team Organization B.4: Fiscal Responsibility B.5: Collaboration and Monitoring
C	Addendum No. 1, dated March 27, 2018.
D	Services Contract General Conditions (Short Form)
E	Additional Terms and Conditions

BOYER CHILDREN'S CLINIC



Signature

MICHAEL STEWART

(Contractor Representative)

EXECUTIVE DIRECTOR

Title

5-3-2018

Date Signed

BOYER CHILDREN'S CLINIC

Company Name

91-1316838

Employer I.D. No. or Social Security No.

SEATTLE SCHOOL DISTRICT NO. #1

Signature

Dr. Larry Nyland

Superintendent
Title

Date Signed

**AGREEMENT
BIRTH TO THREE INTERVENTION SERVICES**

This Agreement, Contract No. RFQ02848-2, is effective _____ by and between Seattle School District No. 1, a Washington municipal corporation (District), and Experimental Education Unit (Vendor). The District and Vendor agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Vendor shall provide services as described in Exhibit A, Scope of Services. Vendor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through August 31, 2019. With the mutual approval of the Vendor and the District, the contract may be extended for two (2) additional 1-year terms (Renewal Terms) under the same terms and conditions. Contract extension periods will begin September 1 and end August 31 in order to stay in line with District fiscal year requirements. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

2. CONTRACT PRICE

District agrees to pay Agency an estimated sum up to **TWO HUNDRED FORTY-THREE THOUSAND, FIVE HUNDRED ONE DOLLARS (\$243,501.00)**. This equates to an estimated annual amount of \$8116.70 per child for approximately 30 children.

Payments to Agency will be made based on enrollment in the months of September through June. The WAC 170-400-0140(4) requirements regarding Use of Funds to issue ninety-five percent (95%) of the current BEA rate is estimated to be \$811.67 per child for each month enrolled.

This amount constitutes the "Maximum Authorized Compensation" for services to perform the work identified in the Request for Qualifications No. RFQ02848.

This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging, and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

Compensation will be paid monthly to the extent that Vendor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Vendor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. COMMUNICATION

The District's representative for this contract is Elizabeth Carter, Special Education Services Supervisor. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District: Elizabeth Carter
Special Education Services
Supervisor
Mail Stop 31-680
Seattle School District No. 1
P.O. Box 34165
Seattle, WA 98124-1165

To Contractor: Chris Matsumoto
Principal
Experimental Education Unit
U of W, Box 357925
Seattle, WA 98195

Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3. above.

4. VENDOR'S REPORTS

Vendor shall provide reports as requested by District and as specified in Exhibit A, Scope of Services.

5. PERSONNEL

Vendor shall assign the personnel listed in Exhibit B.3, Team Organization, for the performance of the Work and shall not (for so long as they remain in Vendor's employ) reassign or remove any of them without the prior written consent of District.

6. THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:

Exhibit	Topic
A	Scope of Services
B	Proposal response sections for RFQ02848 dated April 3, 2018: B.1: Administrative Competency B.2: Technical Capabilities B.3: Team Organization B.4: Fiscal Responsibility B.5: Collaboration and Monitoring
C	Addendum No. 1, dated March 27, 2018.
D	Services Contract General Conditions (Short Form)
E	Additional Terms and Conditions

EXPERIMENTAL EDUCATION UNIT


Digitally signed by Erika A
Hargadine
Date: 2018.05.04 13:51:47
-07'00'

Signature

Erika Hargadine

(Contractor Representative)

Director of Finance

Title

04 May 2018

Date Signed

Haring Center , University of Washington

Company Name

91-6001537

Employer I.D. No. or Social Security No.

SEATTLE SCHOOL DISTRICT NO #1

Signature

Dr. Larry Nyland

Superintendent

Title

Date Signed

RFQ02848

**AGREEMENT
BIRTH TO THREE INTERVENTION SERVICES**

This Agreement, Contract No. RFQ02848-3, is effective _____ by and between Seattle School District No. 1, a Washington municipal corporation (District), and Northwest Center Kids (Vendor). The District and Vendor agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Vendor shall provide services as described in Exhibit A, Scope of Services. Vendor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through August 31, 2019. With the mutual approval of the Vendor and the District, the contract may be extended for two (2) additional 1-year terms (Renewal Terms) under the same terms and conditions. Contract extension periods will begin September 1 and end August 31 in order to stay in line with District fiscal year requirements. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

2. CONTRACT PRICE

District agrees to pay Agency an estimated sum up to **ONE MILLION, SIX HUNDRED TWENTY-THREE THOUSAND, THREE HUNDRED FORTY DOLLARS (\$1,623,340.00)**. This equates to an estimated annual amount of \$8116.70 per child for approximately 200 children.

Payments to Agency will be made based on enrollment in the months of September through June. The WAC 170-400-0140(4) requirements regarding Use of Funds to issue ninety-five percent (95%) of the current BEA rate is estimated to be \$811.67 per child for each month enrolled.

This amount constitutes the "Maximum Authorized Compensation" for services to perform the work identified in the Request for Qualifications No. RFQ02848.

This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging, and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

Compensation will be paid monthly to the extent that Vendor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Vendor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. COMMUNICATION

The District's representative for this contract is Elizabeth Carter, Special Education Services Supervisor. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District: Elizabeth Carter
Special Education Services
Supervisor
Mail Stop 31-680
Seattle School District No. 1
P.O. Box 34165
Seattle, WA 98124-1165

To Contractor: Laura Kneeder
VP, Education & Therapy Services
Northwest Center Kids
7272 W. Marginal Way
Seattle, WA 98103

Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3. above.

4. VENDOR'S REPORTS

Vendor shall provide reports as requested by District and as specified in Exhibit A, Scope of Services.

5. PERSONNEL

Vendor shall assign the personnel listed in Exhibit B.3, Team Organization, for the performance of the Work and shall not (for so long as they remain in Vendor's employ) reassign or remove any of them without the prior written consent of District.

6. THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:

Exhibit	Topic
A	Scope of Services
B	Proposal response sections for RFQ02848 dated March 30, 2018: B.1: Administrative Competency B.2: Technical Capabilities B.3: Team Organization B.4: Fiscal Responsibility B.5: Collaboration and Monitoring
C	Addendum No. 1, dated March 27, 2018.
D	Services Contract General Conditions (Short Form)
E	Additional Terms and Conditions

NORTHWEST CENTER KIDS


SEATTLE SCHOOL DISTRICT NO #1


Signature


Signature


(Contractor Representative)

Dr. Larry Nyland


Title

Superintendent
Title


Date Signed

Date Signed


Company Name


Employer I.D. No. or Social Security No.

**AGREEMENT
BIRTH TO THREE INTERVENTION SERVICES**

This Agreement, Contract No. RFQ02848-4, is effective _____ by and between Seattle School District No. 1, a Washington municipal corporation (District), and Wonderland Developmental Center (Vendor). The District and Vendor agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Vendor shall provide services as described in Exhibit A, Scope of Services. Vendor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through August 31, 2019. With the mutual approval of the Vendor and the District, the contract may be extended for two (2) additional 1-year terms (Renewal Terms) under the same terms and conditions. Contract extension periods will begin September 1 and end August 31 in order to stay in line with District fiscal year requirements. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

2. CONTRACT PRICE

District agrees to pay Agency an estimated sum up to **FOUR HUNDRED FIVE THOUSAND, EIGHT HUNDRED THIRTY-FIVE DOLLARS (\$405,835.00)**. This equates to an estimated annual amount of \$8116.70 per child for approximately 50 children.

Payments to Agency will be made based on enrollment in the months of September through June. The WAC 170-400-0140(4) requirements regarding Use of Funds to issue ninety-five percent (95%) of the current BEA rate is estimated to be \$811.67 per child for each month enrolled.

This amount constitutes the "Maximum Authorized Compensation" for services to perform the work identified in the Request for Qualifications No. RFQ02848.

This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging, and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

Compensation will be paid monthly to the extent that Vendor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Vendor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. COMMUNICATION

The District's representative for this contract is Elizabeth Carter, Special Education Services Supervisor. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District: Elizabeth Carter
Special Education Services
Supervisor
Mail Stop 31-680
Seattle School District No. 1
P.O. Box 34165
Seattle, WA 98124-1165

To Contractor: Mary Kirchoff
Executive Director
Wonderland Development Center
2402 NW 195th Place
Shoreline, WA 98177

Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3. above.

4. VENDOR'S REPORTS

Vendor shall provide reports as requested by District and as specified in Exhibit A, Scope of Services.

5. PERSONNEL

Vendor shall assign the personnel listed in Exhibit B.3, Team Organization, for the performance of the Work and shall not (for so long as they remain in Vendor's employ) reassign or remove any of them without the prior written consent of District.

6. THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:

Exhibit	Topic
A	Scope of Services
B	Proposal response sections for RFQ02848 dated March 28, 2018: B.1: Administrative Competency B.2: Technical Capabilities B.3: Team Organization B.4: Fiscal Responsibility B.5: Collaboration and Monitoring
C	Addendum No. 1, dated March 27, 2018.
D	Services Contract General Conditions (Short Form)
E	Additional Terms and Conditions

**WONDERLAND
DEVELOPMENTAL CENTER**

Mary Kirchoff

Signature

Mary Kirchoff

(Contractor Representative)

Executive Director

Title

5/11/18

Date Signed

Wonderland Developmental Center

Company Name

910890276

Employer I.D. No. or Social Security No.

SEATTLE SCHOOL DISTRICT NO #1

Signature

Dr. Larry Nyland

Superintendent

Title

Date Signed