



# **SCHOOL BOARD ACTION REPORT**

**DATE:** May 29, 2019  
**FROM:** Denise Juneau, Superintendent  
**LEAD STAFF:** Michael Stone, Director of Grants, Fiscal Compliance & Strategic Partnerships, [mastone@seattleschools.org](mailto:mastone@seattleschools.org).  
JoLynn Berge, Chief Financial Officer, [jdberge@seattleschools.org](mailto:jdberge@seattleschools.org)

**For Intro:** June 26, 2019  
**For Action:** July 10, 2019

## **1. TITLE**

Seattle Public Schools (SPS) Personal Services Contracts (PSC) for Seattle Parks & Recreation, City Year of Seattle, University Tutors of Seattle 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, and Seneca Family of Agencies for a total of \$3,421,180 to provide Families, Education, Preschool, and Promise Levy, Title I, and Learning Assistance program (LAP) funded activities.

## **3. RECOMMENDED MOTION**

I move that the Board authorize the Superintendent to execute contracts for a combined total of \$3,421,180 with City of Seattle's Parks & Recreation Department (\$566,321), University Tutors for Seattle Schools (\$647,759), Seneca Family of Agencies (\$1,144,600 and City Year (\$1,062,500), for school year 2018-19 for the purpose of providing Families, Education, Preschool, and Promise (FEPP) Levy funded or other funding source activities in selected elementary, K-8, middle and high schools, with any minor additions, deletions and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contracts.

## **4. BACKGROUND INFORMATION**

- a. Background** These organizations will deliver student support and tutoring services during school year 2019-20, 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 for each community-based organizations (CBOs). In 2015, Grants and Grants Accounting moved to a model of master contracts for CBO contracts with schools. If each school had their own personal services contract with each CBO it

would not meet the threshold of \$250,000 for Board Approval. For transparency purposes we have combined all school requests for CB/O services into one master contract for Board of Directors approval.

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, 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 2019-20 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 6, 2019, the projected total for all contracts is approximately \$3,421,180. The majority of the funding will be provided through the City of Seattle’s 2018 Families, Education, Preschool, and Promise (FEPP) 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, Preschool, and Promise Levy, LAP and Title I funds provides 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. The work provided by each contracted community partner will be analyzed as part of the new strategic plan to align resources to student needs.

**8. STUDENT BENEFIT**

These community based organizations will provide supplemental academic and enrichment 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 10, 2019. The Committee reviewed the motion and moved forward to the full Board with a recommendation for consideration.

**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
- Seneca Family of Agencies Draft Personal Services Contract



## Draft Personal Services Contracts for University Tutors of Seattle, Seattle Parks and Recreation City Year, and Seneca Family Agencies.

April 3, 2019

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](mailto:mastone@seattleschools.org)

Requesting Board approval to approve the contracts for U University Tutors of Seattle, Seattle Parks and Recreation City Year, and Seneca Family Agencies.

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

CONTRACTOR NAME AND ADDRESS (Legal Name – MUST be same as registered with Tax ID Number)	<b>CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES</b>
Name: UNIVERSITY TUTORS FOR SEATTLE SCHOOLS (UTSS)	WA State Business License (UBI#): 603-175-143
Doing Business As (DBA):  UTSS	Email: CASSANDRAJ@UTFORSS.ORG
Address: 4111 E. MADISON STREET, SUITE 2 BOX 53	Telephone: 206-920-7230
City, State and Zip: SEATTLE, WA 98117	Fax:
Accounting Use: Vendor # 206557	PO#

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

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

### I. SCOPE OF WORK

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

PRIOR TO START DATE OF SCHOOL IN SEPTEMBER 2019, UTSS CONDUCTS RECRUITMENT OF UNDERGRADUATE & GRADUATE LEVEL TUTORING STAFF, SELECTION AND PLACEMENT OF ACADEMIC TUTORS. UTSS PROVIDES a NUMBER OF TUTORS AS AGREED UPON FOR EACH SCHOOL SITE, AN ESTIMATED NUMBER OF TUTORING HOURS AGREED UPON PER WEEK FOR 36 WEEKS FOR EACH SCHOOL SITE BEGINNING 9.4.2019 AND ENDING 6.18.2020. TUTORS ARE PROVIDING SERVICES IN SCHOOL CLASSROOMS for STUDENTS AS OUTLINED IN THE ATTACHED ADDENDA REGARDING LLI-BRIDGES CURRICULUM MATH INTERVENTION, Tier 2 READING INTERVENTION, EARLY CHILDHOOD-KINDERGARTEN SUPPORT AND Tier 2 SOCIAL-EMOTIONAL SUPPORT AS DIRECTED BY SCHOOL PRINCIPAL AND APPOINTED SITE COORDINATOR. UTSS TUTORS WILL NOT COLLECT STUDENT'S ACHIEVEMENT DATA. ACTIVITIES WILL OCCUR AS OUTLINED IN THE INDIVIDUAL SCHOOL ADDENDA AND IN THE TIMEFRAMES PER DAY OR WEEK AS DETAILED IN THE COMPLETED, SIGNED ADDENDA.

Denny Int'l MS \$34,745.00  
 Ingraham HS \$80,256.00  
 John Muir ES \$116,640.00  
 Lincoln HS \$40,320.00  
 Madison MS \$25,000.00  
 Mercer MS \$43,000.00  
 Northgate ES \$73,710.00  
 Rainier View ES \$32,000.00  
 Chief Sealth Int'l HS \$50,000.00  
 West Seattle ES \$43,416.00  
 West Seattle HS \$40,320.00  
 Whitman MS \$9,720.00  
 Wing Luke ES \$58,632.00

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

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

UTSS Tutors effectiveness will be measures by the Principals and Site Coordinator's assessments of UTSS's contribution to the school's identified outcomes and indicators during the academic year. Student's grades in core classes, standarized assessment tool scores, and/or attendance as provided by the school will inform discussions about individual student interventions, in combination with UTSS tutors' infomal or formal observations from their involvement in classrooms.

UTSS shall perform duties outlined is each school's completed, signed addenda. TEN (10) fixed month payment schedule Sept-June upon satisfactory completion of specific services.

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## Personal Services Contract

### C. Site/Location of Services:

Denny MS, Ingraham HS, John Muir ES, Lincoln HS, Madison MS, Mercer MS, Northgate ES, Rainier View ES, Chief Sealth HS, West Seattle ES, Whitman MS, Wing Luke ES and West Seattle HS.

## II. SCHEDULE OF PERFORMANCE

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

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

Dates of Services	
Start Date: 9/4/2019	End Date: 6/30/2020

## III. PAYMENT (Select type):

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

Set Rate: In consideration of Contractor's satisfactory performance of the duties set forth herein, Contractor shall be compensated at a set rate of dollars \$ 647,759.00, inclusive of travel and all other contract-related costs. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

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

## IV. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

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

## V. APPROVAL

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

### Contractor Diversity (OPTIONAL)

The District is committed to educational equity for our students with the goal of having all students, regardless of race or class, ready to succeed in a racially and culturally diverse local, national and global community (School Board Policy No. 0030). Values of inclusion and equity are also part of the District's business practices - ensuring that minority-owned and



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## Personal Services Contract

women-owned businesses (WMBEs) have the maximum practicable opportunity to participate in contracting with the District. The District defines WMBE firms as at least 51 percent owned by women and/or minority. State certification is recommended, but not required to meet the District’s WMBE definition. To assist the District in tracking our goal for diversity in our contracts, please provide the following information regarding your business:

<input type="checkbox"/> Minority-owned, Self-identified	<input type="checkbox"/> Minority-owned, OMWBE Certified
<input type="checkbox"/> Women-owned, Self-identified	<input type="checkbox"/> Women-owned, OMWBE Certified
<input type="checkbox"/> Not applicable or Prefer not to answer	

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

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

**Contractor:** Please note there must be an IRS Form “W-9 Request for Taxpayer Identification Number and Certification” attached to this contract. The Federal Tax I.D. or Social Security number given below MUST match the number specified on the W-9. A W-9 form may be obtained from the IRS at [www.irs.gov](http://www.irs.gov)

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

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

### SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: GRANTS, FISCAL COMPLIANCE & STRATEGIC PARTNERSHIPS	Mail Stop: 33-182	Phone: 206-252-0222
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Print Name: MICHAEL STONE	Title: DIRECTOR:Grants, Fiscal Compliance & Strategic Partnerships
Signature:	Date:

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

### CODING

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2019-2020	various	See listing	7320

### SCHOOL BASED CONTRACTS APPROVAL OVER \$25,000

Print Name:	Title:
Signature:	Date:

### FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

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

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

Last Updated: January 2019

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## Personal Services Contract

### ATTACHMENT A – TERMS AND CONDITIONS

**1. Payment to the Contractor:** Compensation for the described services will be by warrant of the Seattle Public Schools after receipt of services. State Law RCW

42.24.080 forbids prepayment of services. The Contractor must submit an invoice to the originating school or department. The originator must then attach a completed Certification of Services Rendered form to the invoice and submit both to the Accounting Department for payment. The warrant will be issued through the Accounting Department.

**2. Contractor Invoices:** Contractor shall submit an invoice itemizing actual services and expenses after services have been rendered. **Invoices must meet District invoicing standards.** Payment will be made in one sum unless other approved. Unless otherwise specified, **payment terms are net 30 days.** Progress payments may be made not less than monthly. Any reimbursable expense for travel shall comply with district policy. If the parties anticipate the amount due for services and/or expenses will exceed this contract amount, or the dates of services will be extended, it will be necessary to complete a "Contract Modification/Extension" form which is subject to the same approval process as the original Services Contract. The District is not liable for any services above the approved contract amount without a properly approved and signed modification.

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

**4. Compliance with Laws:** Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services. Contractor shall furnish documents as may be required to evidence compliance with this section. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

**4.5 Disqualifying criminal records:** pursuant to RCW 28A.400.330, Contractor, all its employees, volunteers, agents or subcontractors shall be prohibited from providing Services at a public school where there may be contact with children, if they pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Contractor shall furnish such documents as may be required to evidence such compliance.

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

**5. District Use:** All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, educational materials, curriculum and instructional material, books, workbooks,

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videos, and completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. It is agreed by the Contractor that the services provided to the District are specially ordered or commissioned and that such services are rendered on a work-made-for-hire basis. This confirms ownership by the District of all right, title, and interest, including all right of copyright, in and to any work of authorship created under this agreement. If for any reason it is determined that services were not provided under a work-made-for-hire situation, the Contractor irrevocably and permanently assigns to the District all ownership interest to any work created under this Agreement. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this contract. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

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

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

**7. Termination for Breach by Contractor or for the Convenience of the District:** District may terminate this contract at any time for material breach by the contractor, by written notice, in which case contractor shall be liable for the direct and incidental damages suffered by the District for such material breach, but not for consequential damages. In addition, District may, at its option, terminate all or a portion of the services not then performed under this contract at any time, for its convenience for any reason, by so notifying Contractor in writing. In the event of termination, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefore in accordance with this contract, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

### **8. Miscellaneous:**

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

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

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

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## Personal Services Contract

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

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

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

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

**8.8 Insurance:** If (1) this contract, or any amendments to this contract exceed a total value of more than \$49,999, and (2) Contractor performs services on District property, the Contractor shall, prior to starting services, submit a certificate of insurance showing evidence of Contractor's commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services involves regular unsupervised contact with minors, the District may require the Contractor to provide evidence of coverage for sexual abuse and molestation. If the contracted services involve professional services (including, but not limited to, medical, financial, legal, programming, design or educational services) the District may require the Contractor to provide evidence of professional liability coverage. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance. Seattle Public Schools shall be named as additional insured on the contractor's general liability policy.

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

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

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

CONTRACTOR NAME AND ADDRESS (Legal Name – MUST be same as registered with Tax ID Number)	<b>CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES</b>
Name: CITY OF SEATTLE, SEATTLE PARKS and RECREATION	WA State Business License (UBI#): 178-048-953
Doing Business As (DBA):	Email: LORI.CHISHOLM@SEATTLE.GOV
Address: 4209 W.MARGINAL WAY SW	Telephone: 206-684-7123
City, State and Zip: SEATTLE, WA 98106	Fax:
Accounting Use: Vendor # 203737	PO#

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

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

### I. SCOPE OF WORK

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

AFTERSCHOOL ACADEMIC INTERVENTIONS, ENRICHMENT ACTIVITIES DURING LUNCH & AFTERSCHOOL, ONE ACADEMIC BREAK CAMP AND FAMILY ENGAGEMENT OPPORTUNITIES. \*ACTIVITIES WILL OCCUR AS OUTLINED IN THE INDIVIDUAL SCHOOLS ADDENDA and IN THE TIMEFRAMES PER DAY OR WEEK AS DETAILED IN COMPLETED, SIGNED ADDENDA.

\*ACADEMIC INTERVENTIONS: WEEKLY SESSIONS APPROXIMATELY 3 DAYS MATH, 2 DAYS LITERACY PER WEEK.

\*STUDY SKILLS/HOMEWORK COMPLETION: WEEKLY SESSIONS OFFERED A MINIMUM OF 2 TIMES A WEEK PLUS 1 DAY PER WEEK SpEd FOCUS STUDENTS. ESTIMATED 125 STUDENTS OVER THE COURSE OF THE SCHOOL YEAR.

\*RESTORATIVE PRACTICE SUPPORT: SERVE AS A PARTNER WITH SCHOOL STAFF (ADMINISTRATORS, SECURITY, COUNSELORS, STUDENT/FAMILY ADVOCATE) IN IMPLEMENTING RESTORATIVE PRACTICES DURING & AFTER-SCHOOL DAY (DURING HOST PROGRAMMING).

\*ELL HOMEWORK STUDY CENTER: CLC (Community Learning Center) PROVIDES TARGETED ELL STUDENTS WEEKLY AFTER-SCHOOL OPPORTUNITIES AS A ELA INTERVENTION FOR FOUR LANGUAGE GROUPS OF 15-25 STUDENTS, A MINIMUM OF 2 TIMES A WEEK. PROVIDE BEGINNING/INTERMEDIATE STUDENTS WITH HOME LANGUAGE TUTORING AND ACADEMIC SUPPORTS AS WELL AS CULTURALLY RELEVANT OPPORTUNITIES.

\*LUNCHTIME: PRO-SOCIAL ACTIVITIES MON-FRI DURING SCHOOL LUNCHTIME SCHEDULE

\*AFTER-SCHOOL ENRICHMENT ACTIVITIES: WEEKLY SESSIONS CLC PROVIDES APPROXIMATELY 4-5 ACTIVITIES SERVING ESTIMATED 90 STUDENTS PER DAY WITH FOCUSED RECRUITMENT TO LEVY STUDENTS.

\*MID-WINTER BREAK CAMP: CLC COORDINATES AND IMPLEMENTS ONE 3-DAY CAMP, SERVING ESTIMATED 30 LEVY FOCUS STUDENTS FOR 3-4 HOURS/DAY. CAMP WILL INCLUDE BUT NOT LIMITED TO SOCIO-EMOTIONAL DEVELOPMENT WORKSHOPS, ACADEMIC SKILL PRACTICE, LEADERSHIP & RECREATIONAL ACTIVITIES

\*FAMILY ENGAGEMENT: APPROXIMATELY 6 EVENTS THAT SUPPORT ACADEMIC, PRO-SOCIAL AND CULTURAL COMPONENTS CONDUCTED THROUGHOUT THE COURSE OF THE YEAR SERVING APPROXIMATELY 200 LEVY FOCUSED FAMILIES.

\*SBA CARNIVAL: COORDINATE AND IMPLEMENT Smarter Balance Assessment CARNIVAL TO SUPPORT ATTENDANCE DURING TESTING PERIOD. STUDENT SCHOOL ATTENDANCE GOALS WILL BE SET AS A PRE-REQUISITE TO PARTICIPATION, MAY/JUNE 2020.

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

Aki Kurose MS \$66,976.00  
Denny MS \$ 110,000.00  
McClure MS \$114,140.00  
Mercer MS \$146,300.00  
Northgate ES \$21,905.00  
Washington MS \$107,000.00

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

Seattle Parks & Recreation effectiveness will be measured by the Principals and Site Coordinator's assessments of Seattle Parks & Recreation's contribution to the school's identified outcomes and indicators during the academic year. Student's grades in core classes, standardized assessment tool scores, and/or attendance as provided by the school will inform discussions about individual student interventions, in combination with Seattle Parks & Recreation Site Coordinator and Site Assistant's informal or formal observations from their involvement in classrooms.

Seattle Parks & Recreation shall perform duties outlined in each school's completed, signed addenda. Ten (10) Fixed month payment schedule (Sept-June) upon satisfactory completion of specific services.

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

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### C. Site/Location of Services:

AKI KUROSE MS, DENNY INT'L MS, McCLURE MS, MERCER MS, NORTHGATE ES & WASHINGTON MS
--

## II. SCHEDULE OF PERFORMANCE

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

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

Dates of Services	
Start Date: 9/4/2019	End Date: 6/30/2020

## III. PAYMENT (Select type):

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

Set Rate: In consideration of Contractor's satisfactory performance of the duties set forth herein, Contractor shall be compensated at a set rate of dollars \$ 566,321.00, inclusive of travel and all other contract-related costs. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

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

## IV. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

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



# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

### V. APPROVAL

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

#### Contractor Diversity (OPTIONAL)

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

<input type="checkbox"/> Minority-owned, Self-identified	<input type="checkbox"/> Minority-owned, OMWBE Certified
<input type="checkbox"/> Women-owned, Self-identified	<input type="checkbox"/> Women-owned, OMWBE Certified
<input type="checkbox"/> Not applicable or Prefer not to answer	

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

CONTRACTOR NAME (PRINT NAME): JESUS AGUIRRE	FEDERAL TAX I.D. OR SOCIAL SECURITY NO.: 91-6001275
SIGNATURE:	TITLE OF CONTRACTOR AND DATE SIGNED: SUPERINTENDENT -

**Contractor:** Please note there must be an IRS Form “W-9 Request for Taxpayer Identification Number and Certification” attached to this contract. The Federal Tax I.D. or Social Security number given below MUST match the number specified on the W-9. A W-9 form may be obtained from the IRS at [www.irs.gov](http://www.irs.gov)

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

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

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

### SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: GRANTS, FISCAL COMPLIANCE & STRATEGIC PARTNERSHIPS	Mail Stop: 33-182	Phone: 206-252-0222
---	----------------------	------------------------

Print Name: MICHAEL STONE	Title: DIRECTOR:Grants, Fiscal Compliance & Strategic Partnerships
Signature:	Date:

### CODING

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2019-2020	various	See listing	7320

### SCHOOL BASED CONTRACTS APPROVAL OVER \$25,000

Print Name:	Title:
Signature:	Date:

### FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

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

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

Last Updated: January 2019

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

### ATTACHMENT A – TERMS AND CONDITIONS

**1. Payment to the Contractor:** Compensation for the described services will be by warrant of the Seattle Public Schools after receipt of services. State Law RCW

42.24.080 forbids prepayment of services. The Contractor must submit an invoice to the originating school or department. The originator must then attach a completed Certification of Services Rendered form to the invoice and submit both to the Accounting Department for payment. The warrant will be issued through the Accounting Department.

**2. Contractor Invoices:** Contractor shall submit an invoice itemizing actual services and expenses after services have been rendered. **Invoices must meet District invoicing standards.** Payment will be made in one sum unless other approved. Unless otherwise specified, **payment terms are net 30 days.** Progress payments may be made not less than monthly. Any reimbursable expense for travel shall comply with district policy. If the parties anticipate the amount due for services and/or expenses will exceed this contract amount, or the dates of services will be extended, it will be necessary to complete a "Contract Modification/Extension" form which is subject to the same approval process as the original Services Contract. The District is not liable for any services above the approved contract amount without a properly approved and signed modification.

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

**4. Compliance with Laws:** Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services. Contractor shall furnish documents as may be required to evidence compliance with this section. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

**4.5 Disqualifying criminal records:** pursuant to RCW 28A.400.330, Contractor, all its employees, volunteers, agents or subcontractors shall be prohibited from providing Services at a public school where there may be contact with children, if they pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Contractor shall furnish such documents as may be required to evidence such compliance.

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

**5. District Use:** All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, educational materials, curriculum and instructional material, books, workbooks,

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

videos, and completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. It is agreed by the Contractor that the services provided to the District are specially ordered or commissioned and that such services are rendered on a work-made-for-hire basis. This confirms ownership by the District of all right, title, and interest, including all right of copyright, in and to any work of authorship created under this agreement. If for any reason it is determined that services were not provided under a work-made-for-hire situation, the Contractor irrevocably and permanently assigns to the District all ownership interest to any work created under this Agreement. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this contract. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

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

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

**7. Termination for Breach by Contractor or for the Convenience of the District:** District may terminate this contract at any time for material breach by the contractor, by written notice, in which case contractor shall be liable for the direct and incidental damages suffered by the District for such material breach, but not for consequential damages. In addition, District may, at its option, terminate all or a portion of the services not then performed under this contract at any time, for its convenience for any reason, by so notifying Contractor in writing. In the event of termination, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefore in accordance with this contract, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

### **8. Miscellaneous:**

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

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

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

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

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

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

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

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

**8.8 Insurance:** If (1) this contract, or any amendments to this contract exceed a total value of more than \$49,999, and (2) Contractor performs services on District property, the Contractor shall, prior to starting services, submit a certificate of insurance showing evidence of Contractor's commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services involves regular unsupervised contact with minors, the District may require the Contractor to provide evidence of coverage for sexual abuse and molestation. If the contracted services involve professional services (including, but not limited to, medical, financial, legal, programming, design or educational services) the District may require the Contractor to provide evidence of professional liability coverage. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance. Seattle Public Schools shall be named as additional insured on the contractor's general liability policy.

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

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

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

CONTRACTOR NAME AND ADDRESS (Legal Name – MUST be same as registered with Tax ID Number)	<b>CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES</b>
Name: CITY YEAR Seattle/King County	WA State Business License (UBI#): 601-863-917
Doing Business As (DBA):	Email: SVOZ@CITYYEAR.ORG
Address: 2203 - 23RD AVENUE S., SUITE 101	Telephone: 206-219-4995
City, State and Zip: SEATTLE, WA 98144	Fax:
Accounting Use: Vendor # 202197	PO#

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

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

### I. SCOPE OF WORK

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

CITY YEAR PROVIDES TUTORING AND ACADEMIC ACHIEVEMENT EFFORTS IN READING AND MATHEMATICS THROUGH 1:1 AND SMALL GROUP TUTORING, WITH A FOCUS ON TIER 2 AND ELL STUDENTS IN GRADES 3 THROUGH 5. CITY YEAR ALSO PROVIDES BEFORE AND AFTER SCHOOL PROGRAMS FOR K-5 STUDENTS, FOCUSED AROUND ACADEMIC ACHIEVEMENT, SOCIAL SKILLS COACHING, ENRICHMENT PROGRAMS AND SERVICE OPPORTUNITIES. CITY YEAR WORKS CLOSELY WITH THE SCHOOL TO SUPPORT THE STRENGTHENING OF FAMILY ENGAGEMENT BY PARTICIPATING IN ALL-SCHOOL EVENTS AND PROMOTING GOOD ATTENDANCE K-5, WITH PARTICULAR FOCUS GRADE 3-5 STUDENTS.

Each \*school assigned a City Year's PROGRAM MANAGER, TEAM LEADER and a designate # OF AMERICORPS MEMBERS.

Aki Kurose \$137,500.00, Denny Int'l MS \$125,000.00, Concord Int'l Sch \$112,500.00, Graham Hill ES \$87,500.00  
Highland Park ES \$87,500.00, Martin Luther King JR ES \$87,500.00, Roxhill ES \$87,500.00, South Shore PK-8 Schl \$112,500.00

Van Asselt ES @ AAA \$125,000.00, Wing Luke ES \$100,000.00

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

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

CITY YEAR Seattle/King County effectiveness will be measured by the Principals and Site Coordinator's assessments of CITY YEAR Seattle/King County's contribution to the school's identified outcomes and indicators during the academic year. Student's grades in core classes, standardized assessment tool scores, and/or attendance as provided by the school will inform discussions about individual student interventions, in combination with CITY YEAR Seattle/King County's Program Manager and Team Leaders's informal or formal observations from their involvement in classrooms.

CITY YEAR Seattle/King County shall perform duties outlined in each school's completed, signed addenda. 10 (ten) fixed monthly payment schedule, Sept-Jun) upon satisfactory completion of specific services.

**C. Site/Location of Services:**

AKI KUROSE MS, DENNY INT'L MS, CONCORD INT'L, GRAHAM HILL ES, HIGHLAND PARK ES, MLK JR ES, ROXHILL ES, SOUTH SHORE PK-8, VAN ASSELT (AAA) ES AND WING LUKE ES

**II. SCHEDULE OF PERFORMANCE**

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

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

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

Dates of Services	
<b>Start Date:</b> 9/4/2019	<b>End Date:</b> 6/30/2020

### III. PAYMENT (Select type):

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

Set Rate: In consideration of Contractor’s satisfactory performance of the duties set forth herein, Contractor shall be compensated at a set rate of dollars \$ 1,062,500.00, inclusive of travel and all other contract-related costs. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

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

### IV. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

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

### V. APPROVAL

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

### Contractor Diversity (OPTIONAL)

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

<input type="checkbox"/> Minority-owned, Self-identified	<input type="checkbox"/> Minority-owned, OMWBE Certified
<input type="checkbox"/> Women-owned, Self-identified	<input type="checkbox"/> Women-owned, OMWBE Certified
<input type="checkbox"/> Not applicable or Prefer not to answer	



# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

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

CONTRACTOR NAME (PRINT NAME): JESSICA GREENFIELD, CFAO	FEDERAL TAX I.D. OR SOCIAL SECURITY NO.: 22-2882549
SIGNATURE:	TITLE OF CONTRACTOR AND DATE SIGNED: CFAO -

**Contractor:** Please note there must be an IRS Form “W-9 Request for Taxpayer Identification Number and Certification” attached to this contract. The Federal Tax I.D. or Social Security number given below MUST match the number specified on the W-9. A W-9 form may be obtained from the IRS at [www.irs.gov](http://www.irs.gov)

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

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

### SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: GRANTS, FISCAL COMPLIANCE & STRATEGIC PARTNERSHIPS	Mail Stop: 33-182	Phone: 206-252-0222
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Print Name: MICHAEL STONE	Title: DIRECTOR:Grants, Fiscal Compliance & Strategic Partnerships
Signature:	Date:

### CODING

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2019-2020	various	See listing	7322

### SCHOOL BASED CONTRACTS APPROVAL OVER \$25,000

Print Name:	Title:
Signature:	Date:

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

Print Name:	Title:

**FINAL SEATTLE PUBLIC SCHOOLS APPROVAL**

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

<b>FOR ACCOUNTING USE ONLY</b>	
Funds Encumbered	Date
Grant Accounting Review:	Contracts Accounting Review:

Last Updated: January 2019

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

### ATTACHMENT A – TERMS AND CONDITIONS

**1. Payment to the Contractor:** Compensation for the described services will be by warrant of the Seattle Public Schools after receipt of services. State Law RCW

42.24.080 forbids prepayment of services. The Contractor must submit an invoice to the originating school or department. The originator must then attach a completed Certification of Services Rendered form to the invoice and submit both to the Accounting Department for payment. The warrant will be issued through the Accounting Department.

**2. Contractor Invoices:** Contractor shall submit an invoice itemizing actual services and expenses after services have been rendered. **Invoices must meet District invoicing standards.** Payment will be made in one sum unless other approved. Unless otherwise specified, **payment terms are net 30 days.** Progress payments may be made not less than monthly. Any reimbursable expense for travel shall comply with district policy. If the parties anticipate the amount due for services and/or expenses will exceed this contract amount, or the dates of services will be extended, it will be necessary to complete a "Contract Modification/Extension" form which is subject to the same approval process as the original Services Contract. The District is not liable for any services above the approved contract amount without a properly approved and signed modification.

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

**4. Compliance with Laws:** Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services. Contractor shall furnish documents as may be required to evidence compliance with this section. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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

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

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

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

**4.5 Disqualifying criminal records:** pursuant to RCW 28A.400.330, Contractor, all its employees, volunteers, agents or subcontractors shall be prohibited from providing Services at a public school where there may be contact with children, if they pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Contractor shall furnish such documents as may be required to evidence such compliance.

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

**5. District Use:** All drawings, specifications, materials, information, property and other items obtained or developed in connection with the Services or the cost of which is included in the Reimbursable Expenses (including, but not limited to, documents, designs, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, reproductions, renderings, models, mock-ups, educational materials, curriculum and instructional material, books, workbooks,

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

videos, and completed Services and Services in progress), together with all rights associated with ownership of such items (such as copyright, patent, trade secret and other proprietary rights), shall become the property of District when so obtained or developed or when such expense is incurred, as the case may be, whether or not delivered to District. It is agreed by the Contractor that the services provided to the District are specially ordered or commissioned and that such services are rendered on a work-made-for-hire basis. This confirms ownership by the District of all right, title, and interest, including all right of copyright, in and to any work of authorship created under this agreement. If for any reason it is determined that services were not provided under a work-made-for-hire situation, the Contractor irrevocably and permanently assigns to the District all ownership interest to any work created under this Agreement. Contractor shall deliver such items, together with all materials, information, property and other items furnished by District or the cost of which is included in the Reimbursable Expenses, to District upon request and in any event upon the completion, termination or cancellation of this contract. However, Contractor may at its own expense retain copies of any such items for its own records or for use in the furtherance of its professional knowledge.

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

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

**7. Termination for Breach by Contractor or for the Convenience of the District:** District may terminate this contract at any time for material breach by the contractor, by written notice, in which case contractor shall be liable for the direct and incidental damages suffered by the District for such material breach, but not for consequential damages. In addition, District may, at its option, terminate all or a portion of the services not then performed under this contract at any time, for its convenience for any reason, by so notifying Contractor in writing. In the event of termination, all finished or unfinished documents and other materials as described above shall, at the option of District, become its property upon compensation therefore in accordance with this contract, and District shall indemnify and hold harmless Contractor and its agents and employees from any claims arising from District's subsequent use of such documents and other materials, except to the extent Contractor is solely or concurrently negligent. If the contract is terminated by District for the convenience of the District as provided herein, Contractor's compensation for the Services shall be (i) that portion of the compensation for services performed prior to termination, and (ii) proper compensation for reimbursable expenses. Under no circumstances shall District be liable for any consequential damages, including, but not limited to, loss of profits on other projects or of reputation incurred by Contractor as a result of such termination.

### **8. Miscellaneous:**

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

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

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

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

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

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

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

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

**8.8 Insurance:** If (1) this contract, or any amendments to this contract exceed a total value of more than \$49,999, and (2) Contractor performs services on District property, the Contractor shall, prior to starting services, submit a certificate of insurance showing evidence of Contractor's commercial general liability insurance, with a limit of not less than \$1,000,000 per occurrence bodily injury, personal injury and property damage combined, including premises, operations, contractual and personal liability. Such insurance shall not be cancelled or reduced until 30 days prior written notice has been given to the District. If performance of the services involves regular unsupervised contact with minors, the District may require the Contractor to provide evidence of coverage for sexual abuse and molestation. If the contracted services involve professional services (including, but not limited to, medical, financial, legal, programming, design or educational services) the District may require the Contractor to provide evidence of professional liability coverage. If performance of the services requires use of an automobile, Contractor and its employees must have automobile liability insurance. Seattle Public Schools shall be named as additional insured on the contractor's general liability policy.

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

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

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

CONTRACTOR NAME AND ADDRESS (Legal Name – MUST be same as registered with Tax ID Number)	<b>CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES</b>
Name: SENECA FAMILY OF AGENCIES	WA State Business License (UBI#): 603-421-089
Doing Business As (DBA):	Email:  Karissssa_Lockhart@senecacenter.org/Adam_Campbell@senecacenter.org
Address: 210 S.HUDSON STREET	Telephone: 206-219-4995
City, State and Zip: SEATTLE, WA 98134	Fax:
Accounting Use: Vendor # 207086	PO#

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

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

### I. SCOPE OF WORK

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

SENECA'S MODEL EMPOWERS THE ENTIRE SCHOOLS COMMUNITY WITH SKILLS AND RESOURCES REQUIRED TO IMPLEMENT A MULTI-TIERED SYSTEM OF ACADEMIC, BEHAVIORAL, AND SOCIAL EMOTIONAL SUPPORTS, DEVOTING TIME AND RESOURCES TOWARDS CREATING A CULTURE AND CLIMATE THAT IS ENGAGING AND RESPONSIVE TO THE NEEDS OF ALL STUDENTS AND THEIR FAMILIES. A PRIMARY FOCUS OF THE MODEL IS TO INCREASE ACHIEVEMENT OF STRUGGLING STUDENTS, INCLUDING STUDENTS WITH DISABILITIES, WITHIN INCLUSIVE EDUCATION SETTINGS. A MODULAR APPROACH THAT ALLOWS SCHOOLS TO IDENTIFY KEY AREAS OF INTERNAL CAPACITY WHILE LEVERAGING THE EXPERTISE OF SENECA TO HELP ADDRESS IDENTIFIED GAPS AND CREATE A TRULY COMPREHENSIVE SYSTEM OF SUPPORTS FOR ALL STUDENTS, FAMILY AND STAFF. ACTIVITIES WILL OCCUR AS OUTLINED IN THE INDIVIDUAL SCHOOLS ADDENDA AND IN THE TIMEFRAMES PER DAY OR WEEK AS DETAILED IN THE COJMPLETED SIGNED ADDENDA ATTACHED. SENECA IMPLEMENTS THEIR OBJECTIVES WITH THESE TITLED POSITIONS - SENECA'S POSITION/JOB DESCRIPTIONS ATTACHED FOR RESET COUNSELOR (AKA STUDENT SUPPORT COUNSELOR), BEHAVIOR INTERVENTION SPECIALIST, CLINICAL INTEVENTION SPECIALIST AND CLIMATE AND CULTURE SPECIALIST.

BF DAY ES \$88,000.00  
 DEARBORN PARK ES \$41,600.00  
 EMERSON ES \$\$187,000.00  
 FRANKLIN HS \$88,000.00  
 JOHN MUIR ES \$99,000.00  
 MADRONA K-8 SCHOOL \$\$172.,000.00  
 MARTIN LUTHER KING JR ES \$83,200.00  
 NORTHGATE ES \$62,400.00  
 SANISLO ES \$88,000.00  
 SOUTH SHORE PK-8 \$\$147,400.00

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

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

SENECA FAMILY OF AGENCIES effectiveness will be measured by the Principals and Site Coordinator's assessments of SENECA FAMILY OF AGENCIES's contribution to the school's identified outcomes and indicators during the academic year. Student's grades in core classes, standardized assessment tool scores, and/or attendance as provided by the school will inform discussions about individual student interventions, in combination with SENECA'S Counselor and/or Specialist's informal or formal observations from their involvement in classrooms.

SENECA FAMILY OF AGENCIES shall perform duties outlined in each school's completed, signed addenda. Ten (10) Fixed 10 month payment schedule Sept - June upon satisfactory completion of specific services.

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

### C. Site/Location of Services:

BF DAY ES, DEARBORN PARK ES, EMERSON ES, FRANKLIN HS, JOHN MUIR ES, JOHN ROGERS ES, MADRONA K-8, MLK JR ES, NORTHGATE ES, SANISLO ES and SOUTH SHORE PK-8

## II. SCHEDULE OF PERFORMANCE

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

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

Dates of Services	
Start Date: 9/4/2019	End Date: 6/30/2020

## III. PAYMENT (Select type):

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

Set Rate: In consideration of Contractor's satisfactory performance of the duties set forth herein, Contractor shall be compensated at a set rate of dollars \$ 1,144,600.00, inclusive of travel and all other contract-related costs. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

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

## IV. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

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

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

## V. APPROVAL

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

### Contractor Diversity (OPTIONAL)

The District is committed to educational equity for our students with the goal of having all students, regardless of race or class, ready to succeed in a racially and culturally diverse local, national and global community (School Board Policy No. 0030). Values of inclusion and equity are also part of the District's business practices - ensuring that minority-owned and



# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

women-owned businesses (WMBEs) have the maximum practicable opportunity to participate in contracting with the District. The District defines WMBE firms as at least 51 percent owned by women and/or minority. State certification is recommended, but not required to meet the District’s WMBE definition. To assist the District in tracking our goal for diversity in our contracts, please provide the following information regarding your business:

<input type="checkbox"/> Minority-owned, Self-identified	<input type="checkbox"/> Minority-owned, OMWBE Certified
<input type="checkbox"/> Women-owned, Self-identified	<input type="checkbox"/> Women-owned, OMWBE Certified
<input type="checkbox"/> Not applicable or Prefer not to answer	

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

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

**Contractor:** Please note there must be an IRS Form “W-9 Request for Taxpayer Identification Number and Certification” attached to this contract. The Federal Tax I.D. or Social Security number given below MUST match the number specified on the W-9. A W-9 form may be obtained from the IRS at [www.irs.gov](http://www.irs.gov)

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

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

### SCHOOL/DEPARTMENT BUDGET AUTHORITY

School/Department Name: GRANTS, FISCAL COMPLIANCE & STRATEGIC PARTNERSHIPS	Mail Stop: 33-182	Phone: 206-252-0222
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Print Name: MICHAEL STONE	Title: DIRECTOR:Grants, Fiscal Compliance & Strategic Partnerships
Signature:	Date:

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

### CODING

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM
2019-2020	various	See listing	7322

### SCHOOL BASED CONTRACTS APPROVAL OVER \$25,000

Print Name:	Title:
Signature:	Date:

### FINAL SEATTLE PUBLIC SCHOOLS APPROVAL

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

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

Last Updated: January 2019

# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

### ATTACHMENT A – TERMS AND CONDITIONS

**1. Payment to the Contractor:** Compensation for the described services will be by warrant of the Seattle Public Schools after receipt of services. State Law RCW

42.24.080 forbids prepayment of services. The Contractor must submit an invoice to the originating school or department. The originator must then attach a completed Certification of Services Rendered form to the invoice and submit both to the Accounting Department for payment. The warrant will be issued through the Accounting Department.

**2. Contractor Invoices:** Contractor shall submit an invoice itemizing actual services and expenses after services have been rendered. **Invoices must meet District invoicing standards.** Payment will be made in one sum unless other approved. Unless otherwise specified, **payment terms are net 30 days.** Progress payments may be made not less than monthly. Any reimbursable expense for travel shall comply with district policy. If the parties anticipate the amount due for services and/or expenses will exceed this contract amount, or the dates of services will be extended, it will be necessary to complete a "Contract Modification/Extension" form which is subject to the same approval process as the original Services Contract. The District is not liable for any services above the approved contract amount without a properly approved and signed modification.

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

**4. Compliance with Laws:** Contractor shall comply, and be certain that its Services comply, with all applicable laws, ordinances, regulations, resolutions, licenses of record, permits of record, and other requirements applicable to the Services, in effect at the time of performance of the Services. Contractor shall furnish documents as may be required to evidence compliance with this section. Failure to comply with this section shall be grounds for District to immediately terminate the contract.

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# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

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.

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# SEATTLE PUBLIC SCHOOLS

## Personal Services Contract

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

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