



SCHOOL BOARD ACTION REPORT

DATE: May 6, 2019
FROM: Denise Juneau, Superintendent
LEAD STAFF: Wyeth Jessee, Chief of Student Support Services,
rwjessee@seattleschools.org

For Introduction: May 29, 2019
For Action: June 12, 2019

1. TITLE

New England Center for Children Contract

2. PURPOSE

This Board Action Report proposes a contract that totals \$412,706.22, with New England Center for Children, to provide a residential special education program serving a student.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute a contract with New England Center for Children, in the total amount of \$412,706.22, for a residential special education program serving a student, in the form of the draft contract dated September 1, 2019 and attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

4. BACKGROUND INFORMATION

- a. **Background:** There is currently a Seattle Public Schools student with an Individualized Education Program (IEP) that requires a fully self-contained school in a residential placement. This contract is for intensive therapeutic services provided in a residential setting. This action is being proposed to further compliance with legal requirements around the provision of student IEP services.
- b. **Alternatives:** Not to approve this motion. This is not recommended because the student's legally mandated IEP-service needs must be met with an appropriate placement. The district does not currently have an appropriate residential setting for this student. New England Center for Children provides intensive therapeutic services and other special education services as well as providing a safe environment 24 hours/day, 365 days/year.
- c. **Research:** N/A

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$412,706.22.

The revenue source for this motion is State Special Education funding.

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

7. EQUITY ANALYSIS

Special Education supervisors and program specialists have been trained on the equity tool. The IEP team has made highly specialized recommendations for this student based on the individualized needs, which includes parents/guardians. This item was not taken through the race and equity toolkit.

Special Education supervisors or program specialists attend this IEP meeting and provide guidance. They provide district level oversight of placement and Least Restrictive Environment considerations.

8. STUDENT BENEFIT

Approval of this proposed action will benefit a student who is identified as in need for therapeutic services in a residential setting who would otherwise be inappropriately served or unable to access necessary special education services and supports to make adequate progress.

9. WHY BOARD ACTION IS NECESSARY

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

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

Adopting, amending, or repealing a Board policy

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

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

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

Other: _____

10. POLICY IMPLICATION

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

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Audit & Finance Committee meeting on May 20, 2019. The Committee reviewed the motion and moved the item forward for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the contract will be executed with New England Center for Children, and services will be provided per the student's IEP for the 2019-20 school year.

13. ATTACHMENTS

- Contract for New England Center for Children (for approval)

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CONTRACTOR NAME AND ADDRESS (Legal Name – MUST be same as registered with Tax ID Number)	CONTRACT MUST BE FULLY EXECUTED IN ADVANCE OF SERVICES
Name: New England Center for Children	WA State Business License (UBI#): Massachusetts License# 9028783
Doing Business As (DBA):	Email: mparzych@necc.org
Address: 33 Turnpike Road	Telephone: 508-658-7565
City, State and Zip: Southborough, MA 01772	Fax:
Accounting Use: Vendor # 207935	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):

24 hour/day, 365/days year residential special education program serving the student in the areas of academic, social, communication, and vocational skills, in addition to independent living skills, leisure interests, recreation and community activities.

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 __.”):

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C. Site/Location of Services:

New England Center for Children, Southborough, MA.
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II. SCHEDULE OF PERFORMANCE

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

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

Dates of Services	
Start Date: 9/1/2019	End Date: 8/31/2020

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 \$ 412,706.22, 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.

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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	

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

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

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

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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:	Mail Stop:	Phone:
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Print Name:	Title:
Signature:	Date:

CODING

FISCAL YEAR	FUND	FUND CENTER/COST CENTER	COMMITMENT ITEM

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:

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Last Updated: January 2019

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ATTACHMENT A – TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Miscellaneous:

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

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

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

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

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

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

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

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

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

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