



SCHOOL BOARD ACTION REPORT

DATE: April 13, 2018
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Beth Mills, Director of Special Education, eamills@seattleschools.org

For Introduction: May 23, 2018
For Action: June 6, 2018

1. TITLE

Approval of agreement with Seattle Children's for Hospital-Based Educational Services.

2. PURPOSE

This Board Action Report proposes a motion to approve a contract for \$465,500 with Seattle Children's Hospital to provide Hospital-Based Education Services.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to enter into agreements with Seattle Children's Hospital to allow for flow-through of the Office of Superintendent of Public Instruction (OSPI) Hospital Based Instruction funds for the 2018-19 school year in the amount of \$465,500 in the form of the draft agreement attached to the Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the agreements.

4. BACKGROUND INFORMATION

- a. **Background** Seattle Children's Hospital shall provide hospital-based instruction in the form of tutoring as supported by OSPI funds. Seattle Public Schools is the flow-through agency by which Seattle Children's Hospital shall access such OSPI funds. Seattle Public Schools does not place students at Seattle Children's Hospital; students are medically placed. As the flow-through agency, Seattle Public Schools processes the education payments and reports yearly to OSPI. Enrollment fluctuates based on when students are medically placed and discharged. Seattle Children's Hospital employs 5.4 FTE certificated teachers and 2.1 FTE instructional aides utilizing these funds to provide hospital based instruction.
- b. **Alternatives** There are no alternative services that Seattle Public Schools can provide to meet this need—these are required services for hospital-based instruction and are mandated by state law.
- c. **Research** N/A

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be the contract expenditure, which the District receives from OSPI, as a pass-through agent, for this purpose.

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

As the District acts solely as a pass-through for these state funds, community engagement is not applicable.

7. EQUITY ANALYSIS

Does not apply.

8. STUDENT BENEFIT

Seattle Children’s Hospital has established an educational program that employs certificated teachers and instructional assistants who provide general and special education services to students who are hospitalized for medical treatment. These agreements allow the facilities to hire staff and purchase necessary curricula, supplies, and training. The provision of services is outlined in WAC-392-172A-02100 (home/hospital instruction).

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 provided under these contracts are in alignment with Policy No. 2161, Special Education. This will include programs and services that are identified in students' Individualized Education Programs (IEPs).

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the A & F Committee meeting on May 14, 2018. The Committee reviewed the motion and moved the item forward with a recommendation for approval by the full Board.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the Memorandum of Understanding (MOU) with Seattle Children's Hospital will be executed, and hospital based instruction will be provided to students for the 2018-19 school year.

13. ATTACHMENTS

- Seattle Children's Hospital Personal Services Contract and Draft MOU

SEATTLE PUBLIC SCHOOLS

Personal Services Contract

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

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

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

1. Description of Services and Expected Objective:

Dates of Services	
From	To

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

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

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

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

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

MEMORANDUM OF AGREEMENT

This agreement is hereby entered into by and between Seattle School District #1 d/b/a Seattle Public Schools, hereinafter referred to as the "District," and Seattle Children's Hospital, hereinafter referred to as "Seattle Children's."

Nature and Purpose

- 1.1 The District agrees to provide to Seattle Children's the 2018-2019 allocation of funds provided to the District by the Office of the Superintendent of Public Instruction (OSPI), as more fully described in Section 3.1 below, for the purposes of funding the hospital education program at Seattle Children's.
- 1.2 In exchange, Seattle Children's agrees to provide to the District the information necessary to satisfy the District's requirement to submit to OSPI reports of actual expenditures and a year-end individual student count and staffing summary for the hospital education program at Seattle Children's.

Responsibilities of Seattle Children's

- 2.1 Seattle Children's shall hire, employ, and supervise at least 5.43 Full Time Equivalent (FTE) Certificated Instructional Staff and 2.10 FTE Classified Aides. It shall be the sole responsibility of Seattle Children's to ensure that its instructional staff are licensed and endorsed to provide instruction in accordance with Washington State Law, and that Seattle Children's employees who have regularly scheduled unsupervised access to children are subject to a background check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation, prior to employment. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card.
- 2.2 Seattle Children's shall provide bedside instruction in the form of tutoring as supported by OSPI funds, and the Seattle School District is the flow-through agency by which Seattle Children's shall access such OSPI funds. Seattle Children's agrees to provide these services for student(s) in a manner that complies with all applicable federal, state and local laws and regulations, including, but not limited to, the Individuals with Disabilities Education Act, the Americans with Disabilities Act, and the Family Educational Rights and Privacy Act (FERPA).
- 2.3 Seattle Children's shall remain solely responsible for its own operational costs. The District has no fiscal obligation to Seattle Children's beyond provision of the allocation provided to the District by OSPI for the purposes of funding the hospital education program at Seattle Children's.
- 2.4 Seattle Children's shall provide the District reasonable access to books, records, documents, accounts, files, reports and other property and papers of Seattle Children's relating to the services to be provided under this Agreement for the purposes of the District's fulfillment of its reporting obligations to OSPI upon no less than five calendar

days prior written notice to the designated representative identified below, and during normal business hours.

- 2.5 Seattle Children's agrees that it will provide adequate insurance to cover the operation described herein.
- 2.6 Seattle Children's agrees that it will be in compliance with state and federal regulations governing its status as an employer and provider of services with regard to race; creed; color; national origin; sex; or presence of any sensory, mental or physical handicap; age or marital status.

Responsibilities of the District

- 3.1 The District shall make quarterly payments to Seattle Children's, not to exceed a total of \$465,500.00, for the 2018-2019 School year. Seattle Children's shall submit an invoice to the District at the end of each quarter in an amount equal to one-fourth of the total 2018-2019 allocation of funds. Payment to Seattle Children's shall be contingent upon the District receiving funding from OSPI.
- 3.2 The District shall submit to OSPI reports of actual expenditures, and a year-end enrollment count and a staffing summary for the hospital education program at Seattle Children's.

Designated Representatives

- 4.1 The District designated representative under this contract is:

Beth Mills
Director of Special Education
Seattle Public Schools
MS 31-680
PO Box 34165
Seattle WA, 98124-1165

- 4.2 The Seattle Children's designated representative under this contract is:

Debbie Kruse
Director, Child Life Services
PO Box 5371

M/S MA.4.121
Seattle, WA 98145

Miscellaneous Provisions

- 5.1 The parties agree to indemnify and hold each other harmless against any and all actions, claims and demands whatsoever that may result from any negligence or gross negligence done by a respective party or its agents or employees.
- 5.2 It is specifically understood that the Seattle Children's employees and agents are not District employees or agents, and that the District shall not be responsible for any legal obligation between Seattle Children's and its employees and agents, including but not limited to withholding or paying of any taxes in behalf of the Seattle Children's employees or agents.
- 5.3 The laws of the State of Washington shall govern this agreement. The forum for any dispute related to or arising from this agreement shall be in any court of competent jurisdiction in King County, Washington.
- 5.4 The period of this agreement is September 1, 2018 through August 31, 2019
- 5.5 This Agreement and the exhibits, attachments, or addendums included hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. The parties expressly acknowledge that the intent of this agreement is for the District to provide the funding allocated to Children's Seattle to provide educational services and for Seattle Children's to provide the information necessary for the District to submit to OSPI in the matter set forth above and nothing further.
- 5.6 The District's liability is limited to amounts received from OSPI. The District shall not owe anything if OSPI funding is not received.

Seattle School District

By: _____

Signature: _____

Title: _____

Date: _____

Seattle Children's Hospital

By: _____

Signature: _____

Title: _____

Date: _____