



## Highline Public Schools Board Action Report

DATE: 12/6/2022

FROM: Dr. Ivan Duran, Superintendent

LEAD STAFF: Gaye Bungart, Darren Spencer—Co-Directors of Special Education

For Introduction: 1/4/2023 For Action: 1/18/2023

**I. TITLE** Amend existing contract with Community Care LLC, to increase contract amount from \$225,000 to \$710,000

Select one: ☐ New Item ☐ Renewed Item ☐ Annual Item ☒ Revised Item

### II. WHY BOARD ACTION IS NECESSARY

The proposed contract amount increase is \$485,000. This action is routine, as the School Board must approve any contract over \$250,000.

### III. BACKGROUND INFORMATION

The Special Education department is requesting to increase the contract amount by \$485,000, from \$225,000 to \$710,000, to cover behavior technician staffing support in Special Education classrooms. We have noticed a trend of increasing need for 1:1 para and behavior technician support due to learning loss during the Pandemic. With the existing staffing shortage, demand for agency staffing has been even higher. As of December 6, 2022, we have nine staff from Community Care LLC, and expect to need 10 staff for the rest of the school year to provide adequate support.

### IV. RECOMMENDED MOTION

I move that the Highline School Board approve the contract amount increase of \$485,000 with Community Care LLC, which increases the total contract amount from \$225,000 to \$710,000.

### V. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$485,000 to 2101- Special Education.

The revenue source for this motion is 4121.

Expenditure: ☒ One-time ☐ Annual

### VI. APPLICABLE POLICY(S)

This action is in compliance with the following:  
2161, 6225

### VII. ALTERNATIVES

Failure to increase the contract would result in inadequate support to Highline School District students.

### VIII. COMMUNITY ENGAGEMENT

Community Engagement Required: ☐ Yes ☒ No

If yes, list community engagement conducted for this issue

### IX. ATTACHMENTS

2022-2023 contract

**HIGHLINE SCHOOL DISTRICT**  
**Special Education**  
15675 Ambaum Blvd. SW  
Burien WA 98166  
206-631-3009

PERSONAL SERVICES CONTRACT  
FOR  
**Community Care LLC**  
**2022-2023**

It is hereby agreed by and between the Highline School District #401, hereinafter referred to as "District", and **Community Care LLC**, hereinafter referred to as "Contractor", that Contractor shall provide services to the District Special Services under the terms and conditions enumerated herein. This agreement supersedes and nullifies all previous agreements entered into between parties.

**I**

**Services:** Contractor agrees to perform the following services: To provide on-site stabilization services for Highline School District students throughout the district as needed for the 2022-2023 school year.

**II**

**Fees:** District agrees to pay Contractor a fee of ***\$450.00 per day for a behavior specialist up to 7.5 hours per day, Monday through Friday (per 2022-2023 student calendar)***. Shifts exceeding 7.5 hours will be billed at \$65 per hour. Total contract for the **2022-2023** school year shall not exceed **\$225,000.00**, unless prior approval is obtained from the District. The District will make payments after submission of a monthly written invoice by the Contractor.

1. Contractor will charge and bill the District for all scheduled shifts. The schedule is finalized on Thursday at 5pm for the following week. If the served student is absent, the District may require Contractor staff member in the classroom or reassign Contractor's staff within the district for the shift. If the District is unable to utilize Contractor for the scheduled shift, Contractor may reassign its staff for other work. If Contractor is able to reassign its staff, it will not charge the District for the previously scheduled shift.
2. Notification of a student's absence or schedule changes are only officially recorded by Contractor when a district representative contacts Contractor's administrative offices either by telephone, email or in writing.

The District will make payments to Contractor within thirty (15) days of invoice date from a semi-monthly written invoice by the Contractor. The District does not pay for overtime unless prior approval is received from the Director of Special Education. The District will reimburse mileage at the state reimbursement rate.

**III**

**Duration of Contract:** The terms of this agreement shall be ***from September 1<sup>st</sup>, 2022 through August 31<sup>st</sup>, 2023***. This agreement may be terminated at any time by mutual

agreement of the District and the Contractor. If Contractor should become incapacitated and/or unable to perform the services outlined, District may terminate this agreement with thirty (30) days' notice and pay only the amount represented by the percentage of the tasks completed.

#### IV

**Exhibit A:** Contractor agrees to provide staff members who meet applicable professional standards and requirements, as listed in Exhibit A, attached hereto.

#### V

**Relationship of parties:** This agreement does not create any relationship with the District of employer and employee, master and servant, principal and agent, or landlord and tenant. Contractor has no power or authority to make any statement or representation or to incur any debt, litigation or liability of any kind in the name of the District, for it, or on its account, unless otherwise stipulated in the contracted service description. Contractor and persons engaged by the Contractor agree that they are not volunteers or employees of the District in any capacity.

Contractor is undertaking the tasks/services as an independent contractor. District shall not be responsible for any fringe benefits, including paid sick leave, or remuneration above the amount stipulated in this agreement unless the Contractor is engaged to provide services above and beyond this agreement with such agreement to be in writing. Contractor is responsible for all applicable taxes including, but not limited to, Social Security and Federal Withholding. For any unforeseen or unexpected situation resulting in an unscheduled closure, such as nature related or manmade disasters, the District shall not be held responsible for any fees or costs incurred from the event. As an independent contractor, the Contractor may undertake other work assignments.

#### VI

##### **Suspension and Debarment**

##### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and

voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposition.
- (3) Contractor is solely responsible for background / fingerprint check (within 2 years) and district may request copies at any time.

## VII

**Indemnification:** The Provider agrees that to the fullest extent permitted by law, Provider will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and all acts or omission by Provider under this agreement. The District shall have the right to demand that Provider defend any and all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Provider, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from the negligence by the District.

## VIII

**Insurance:** If indicated below, Contractor shall, at its sole expense, purchase and maintain the insurance so indicated; and a certificate of insurance shall be provided to the District prior to starting services. This requirement shall not be interpreted as an assessment of the risks; the Contract Agency shall assess its own risks and procure adequate insurance to cover such risks. Prior to commencing operation of the Program, upon renewal, and as requested, Contract Agency shall provide the District with a certificate of insurance evidencing compliance with the foregoing.

  X   Proof of Professional Liability Insurance is required, as Contractor will have direct unsupervised contact with students.

       Proof of insurance is not requested, as Contractor will be working with district staff and not have direct and/or unsupervised contact with District Students under the terms of this contract. *If circumstances change during the duration of this contract to where the Contractor has direct unsupervised contact with students, the Contractor assures the District that proof of insurance will be provided prior to such contact.* While not requested, contractors are encouraged to provide a copy of their certificate of insurance to the district.

The Provider, at its own cost, shall maintain and provide evidence of the following insurance coverage.

1. General Liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$2,000,000 per occurrence, \$4,000,000 aggregate. Highline School District #401, its agents, employees, and board members shall be named as an Additional Insured. Policy shall include a Waiver of Subrogation clause and a Primary & Non-Contributory clause.
2. Sexual Abuse and Molestation insurance in the minimum amount of \$1,000,000 per occurrence, \$1,000,000 aggregate. Contractor's staff will need to be supervised or accompanied by district staff when working with students, and cannot be with students alone, unless Contractor's Sexual Abuse and Molestation insurance met the district's

requirement of \$2 million per occurrence, \$3 million per aggregate.

3. Employers Liability (Washington Stop-Gap) in the amount of no less than \$1,000,000 per occurrence.
4. Automobile bodily injury and property damage liability in a minimum amount of \$1,000,000 per accident for owned, non-owned and hired vehicles.
5. Professional Liability (malpractice) insurance in the minimum amount of \$2,000,000 per occurrence.

Prior to the commencement of this Contract, Provider will furnish Highline School District #401 with evidence of such insurance protection in the form of a certificate of insurance.

The Agency's insurance shall be primarily to and non-contributor with any insurance maintained by the Highline School District and the insurance with an A.M. Best's rating of not less than A VIII. The insurance requirement shall not reduce the obligations of the indemnification agreement set out above.

## IX

**Non Discrimination:** No person shall, on the ground of race, creed, color, national origin, sex, or marital status or the presence of any sensory, mental or physical handicap, unlawfully be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed under to this contract. Non Discrimination laws applicable to the District and Agency, which each party agrees to abide by, include, but are not limited to, the Federal Americans with Disabilities Act (ADA). The Agency shall notify the District immediately of any allegations, claims, disputes, or challenges made against it under the ADA, or other discrimination acts.

## X

**Non-Hiring and Non-Solicitation of Employees and Contractors:** In consideration of the services provided by Community Care, the District consents and agrees that for the duration of the contract, and for one year after services have ended, the District shall not, without written consent of Community Care, (a) directly or indirectly solicit or attempt to solicit, encourage, induce or entice Community Care employees to terminate or modify their business relationship with Community Care, or (b) be involved in hiring or retaining any employee of Community Care.

## XI

### Other provisions:

1. District agrees to provide relief staff and/or authorize contractor staff to take all state required breaks and meal periods, as required by law.
2. District agrees not to add Community Care employees to district email lists or other communication intended for District employees.
3. District agrees to invite a Community Care supervisor to attend any team or IEP meetings that require a Community Care staff to be present. Community Care supervisor rate is \$100.00/hour. Including travel time.
4. District agrees to provide access to a Community Care supervisor to provide on site job coaching to Community Care staff.

5. District agrees to pay for the time spent on specialized training such as medical training for relief staff.
6. District agrees that when Community Care staff are provided with District laptops, Community Care is not responsible for location or monitoring of District laptops.
7. The Vendor will routinely provide names of terminated or separated employees with the District and the District will create internal processes to verify that former Community Care employees are excluded from district employment for a period of (12) months after the latest date of introduction, referral, or end of contract placement. Violation of this part of the agreement will result in termination of services.
8. All staff from Community Care visiting District sites, any such supervisor(s) shall be subject to the District's COVID-19 vaccination requirements. This District shall not be responsible for any expenses associated with this provision.
9. All Community Care staff exposed to COVID-19 or who develop symptoms will have their return protocol managed by Community Care.

**Highline Public Schools****Community Care LLC**

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Signature

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Date**Gaye Bungart/ Darren Spencer**

Co-Director of Special Education

Highline Public Schools

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Signature

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Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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SSN/ Federal Tax ID Number

## EXHIBIT A

### HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

| TYPE                      | FREQUENCY   | CERTIFICATIONS AND OTHER CREDENTIALS  |
|---------------------------|---|---|
| Drug Screen               | Upon hire and facility requirement, reentry time frame  | 10 panel – urine  |
| Criminal Background Check | Upon hire and facility requirement, reactivation time frame (travel updates if a 52 day break in service. Branch updates after 6 months break in service) | 7 years back – all counties lived and worked.<br>SS trace.  |
| OIG/SAM/ Sex Offender     | Upon hire, annually, facility requirement, reactivation timeframe   |   |
| Education                 | Upon facility requirement   | Primary source of highest level in specialty.   |
| Employment History        | Facility requirement  |   |
| Application               | Upon hire and select items updated annually (legal questions) Work history, and skills list upon reactivation and if there is a change)                   | Complete work history, no gaps greater than 30 days, education, licensure – registration – certification, background permission, legal questions. This also includes completion of a job description, skills list and competency test. Evidence of identify included. |
| References                | Upon hire, reactivation requirement   | Minimum (1) standard or above by manager or (2) by charge. EMPV will satisfy one if unable to obtain a second. One reference must be current.   |