



City of Seattle

Department of Education and Early Learning
PO Box 94665
Seattle, Washington 98124-6965
(206) 233-5118

PROJECT AGREEMENT

PROJECT NAME: Seattle Preschool Program
FUND SOURCES: **Seattle Preschool Program Levy**
Contract No.

This Project Agreement (“Agreement”) is made between the **City of Seattle** (“City”), acting by and through its Director of the Department of Education and Early Learning (“Director”) and the **AGENCY** (hereinafter “Agency”).

The terms and conditions of this Agreement shall govern the contractual relationship between the City and the Agency.

I. PERFORMANCE TARGETS AND SCOPE OF WORK

Section 100. Performance Targets and Scope of Work

Throughout the term of this Agreement, the Agency shall further the City’s Seattle Preschool Program Levy Outcomes described in Exhibit A through operation and management of Seattle Preschool Program for preschool students as described in more detail in Exhibit B, Program Description and Responsibilities (“Work”). The Agency shall perform the Work in a manner that achieves the Performance Targets specified in Exhibit C.

Section 105. Term

The term of this Agreement shall be effective when executed by an authorized representative of both parties and shall be for a term beginning on **September 1st, 2015** and terminate on **August 31st, 2016**. If the Agency is making satisfactory progress on its contracted performance targets, as determined by the DEEL program manager, the Agency will be eligible to continue receiving Levy funding under a new agreement, as part of the Program. Each school year, the DEEL program manager will reauthorize program budgets, program plans, and renegotiate performance targets contingent on program performance. The Agency’s continued participation in the SPP Levy will be subject to the terms established annually for a new agreement.

Section 110. Identification of Investment Source

In all communications with members of the public relating to the Work, the Agency shall reference the City’s investment in the Work through the Seattle Preschool Program Levy. The Agency shall also post a notice to this effect in a prominent place at each Agency location where the programs in Exhibit B are provided.

II. PAYMENT, RECORDS AND AUDIT

Section 200. Payment

The City will make all payments to the Agency under this Agreement directed to the attention of the individual or organization specified on the Invoice Payment Form (Exhibit D) unless the Agency requests otherwise.

Section 205. Compensation

The City shall pay the Agency up to [**Spell Contract Price**], \$xxx (“Contract Price”). The total Contract Price includes two types of compensation: \$xxxxx in Baseline Pay and \$xxxxx in Performance Pay. As used in this Agreement, “Baseline Pay” means reimbursement for the management of preschool classrooms. “Performance Pay” means payment that is earned only upon the Agency’s demonstration that the Work timely achieves the Performance Targets specified in Exhibit C. Performance Pay is payable according to the outcome and indicator compensation table in Exhibit C. The Agency shall be responsible for all costs of performance that are not provided for in Exhibit C. In no event shall the total Contract Price exceed \$xxxxxxx. Additionally, Base Pay will not exceed \$xxxxx, regardless of Agency’s cost to perform the Work.

Section 210. Method of Payment

As a condition of payment under this Agreement, the Agency shall submit properly completed invoices monthly in the form attached as Exhibit D and such accompanying performance reports and work statements as required by the Reporting Requirements in Exhibit C. All invoices, performance reports and work statements shall bear the Agency’s name and address and the Project Agreement contract number. Invoices must be signed by an authorized representative of the Agency, who shall certify by his or her signature that the invoiced services have been performed.

Section 220. Reports and Information

The Agency shall timely furnish such other reports and information as may be requested by the Director related to this Agreement or the Work, including statements and data demonstrating the achievement of the minimum Performance Targets in Exhibit C. The City may withhold payments otherwise due to the Agency pending delivery of all required reports and information, except where late reports are due to factors not within the control of the Agency.

Section 230. Documentation of Costs

All costs incurred by the Agency that are submitted to the City for reimbursement as part of Base Pay under this Agreement shall be supported by properly executed payrolls, time records, invoices, vouchers, records of service delivery or other official documentation, evidencing to the Director’s satisfaction the nature and reasonableness of such costs. All disbursements by the Agency relating to the services provided under this Agreement shall be sequentially recorded in the Agency’s accounting records by date, check or instrument number; amount; vendor description of the items or services procured; and budget item related to the disbursement. All payroll financial records shall be maintained and readily accessible for review by the City. Such records and documents shall be retained for the period provided under Section 250 E; provided, that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

Section 240. Record and Fiscal Control System

The Agency shall maintain its financial records and fiscal control systems in a manner that meets the approval of the Director, the City Auditor and the Washington State Auditor; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, industrial insurance (worker’s compensation) and other taxes as may be due.

Section 250. Access to Records; Audits, Record Retention

- A. The City, its designated agents, shall have access at any time during normal business hours and as often as necessary to any bank account and Agency books, records, documents, accounts, files, reports, and other property and papers of the Agency relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.
- B. The Agency shall submit to the City copies of any audit pertaining to Levy funds, accompanying management letter, review or consultant report of funds administered by the Agency that was conducted at the direction of other entities or the Agency’s Board of Directors. Any such document

shall be submitted to the City within thirty (30) days after the Agency receives the report.

- C. In its discretion, the City may require the Agency to obtain an audit that covers critical financial and compliance issues identified by the City. If requested by the City, the audit shall be prepared by an independent CPA according to procedures established by the American Institute of Certified Public Accountants. If the City requests such an audit, the City will be responsible for the cost unless the audit finds evidence of malfeasance or gross negligence.
- D. Records that document financial and/or program support of levy-funded investments must be retained for the entire length of the levy and an additional 6 years afterwards. Records must be accessible for the entire length of the retention policy. If an agency is unable to maintain the records for the length of the retention policy, they must notify the City of Seattle's Department of Education and Early Learning.

Section 260. Notice Affecting Performance

The Agency shall notify the Director of any matters that could adversely affect the Agency's ability or eligibility to continue to achieve the Performance Targets identified in Exhibit C and to perform the Work under this Agreement, and shall do so immediately after the Agency's discovery of the same.

III. ADDITIONAL TERMS OF PERFORMANCE

Section 300. Quality of Performance

At any time during the term of the Agreement, if the Director determines the Agency is not performing the Work in a manner likely to achieve the Performance Targets in Exhibit C or is not performing consistently with the program requirements in Exhibit B, the Agency shall take such corrective action as the Director may require. Failure to promptly take such action shall constitute a material breach of the Agreement and cause for termination in the City's discretion as described in Section 550 of this Agreement.

Section 310. Social Equity Requirements

Without limiting the generality of Section 540 below, the Agency shall comply with the following non-discrimination and equality in contracting provisions mandated by federal and state laws and City ordinance.

- A. The Agency shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Agency shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.
- B. The Agency shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Subcontracting is subject to Section 540. Any violation of the mandatory requirements of the provisions of this section, or a violation of SMC Ch.14.04, SMC Ch. 14.10, SMC Ch.20.42, or other local, state or federal non-discrimination laws shall be a material breach of the contract for which the Agency may be subject to damages and sanctions provided for by the Agreement, and by applicable law. If the Agency is found to be in violation of the requirements, the Agency shall be subject to debarment from City contracting activities in accordance with SMC Ch.20.70
- C. **Non-Discrimination in Client Services:** The Agency and each of its subcontractors shall not on the grounds of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or

physical handicap, illegally deny an otherwise qualified individual any services or other benefits provided under the Agreement.

The foregoing provisions of this section shall be inserted in all subcontracts for the Work.

Section 320. Equal Benefits

The Agency shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Agency to provide the same or equivalent benefits (“equal benefits”) to domestic partner of employees as the Agency provides to spouses of employees. The Agency shall provide information and verification of the Agency’s compliance through the completion of the Equal Benefits Declaration, Attachment 1. Any violation of this Section is a material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45

Section 330. Prohibited Interlinkings

No person shall, as a condition to receiving services from the Agency funded by the City through this Agreement, be required to pay any fees other than those contemplated and included by specific reference in this Agreement, secure a membership in the Agency or an affiliated organization, be solicited to attend a religious service or subjected to religious instruction; nor shall any person be subjected to discrimination on account of a failure to make extra payments or to participate in such Agency activities.

Section 340. Status of Agency Employees

No employee, agent or volunteer retained by the Agency shall be deemed, or represent herself or himself to be, an employee or agent of the City.

Both parties hereto, in the performance of the Agreement will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Agency’s staff shall work under the direction and control of Agency. The Agency shall ensure that all Agency staff is properly trained and fully equipped to perform their assigned tasks. The Agency shall provide any necessary reasonable accommodations to enable Agency’s staff to perform assigned tasks.

Section 360. Workforce Diversity

The City encourages the Agency to employ a workforce reflective of the region’s diversity.

Section 370. Grievances by Participants

The Agency will establish a system through which recipients of services under this Agreement may present grievances about the activities of the Agency or any of the Agency’s subcontractors. The Agency will make all reasonable efforts to address and resolve the concerns raised by recipients of services.

IV. INDEMNIFICATION AND INSURANCE

Section 400. Indemnification

To the extent permitted by law, the Provider shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from:

- the injury or death of any person or the damage to or destruction of property, or
- the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed under this Agreement, or
- the Provider’s violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.

As to the City of Seattle, the Provider waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

Section 410. Insurance

At all times during the Term, Agency shall comply with the Insurance Requirements in Attachment 2.

V. GENERAL CONDITIONS

Section 500. Other Legal Requirements

- A. **General Requirement**: The Agency, at no expense to the City, shall comply with all applicable laws, statutes, ordinances, rules, regulations, and administrative orders of the United States, the State of Washington, and the City of Seattle. Without limiting the generality of this paragraph, the Agency shall specifically comply with the following requirements of this section.
- B. **Licenses and Similar Authorizations**: The Agency, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, including a City of Seattle Business license (unless exempt), and shall comply with all requirements thereof.
- C. **Americans with Disabilities Act**: The Agency shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

Section 510. Identity of Program Participants/Benefits Recipients

The use or disclosure by any party of any identifying information concerning the identity of any participant in the program(s), or any of the services or benefits provided under this Agreement for any purpose not directly connected with the administration of the City's or Agency's responsibilities with respect to services provided under the Agreement, is prohibited except on written consent of the participant or recipient or client, his or her attorney, or responsible parent or guardian or except as otherwise may be required by law.

Section 520. Copyrights and Patents

- A. The Agency shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Agency in connection with a Project Agreement whether or not the work is completed. The Agency grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to reproduce, publish, or otherwise use and to authorize others to use every document and all other materials prepared by the Agency for the City under this Agreement.
- B. Any discovery or invention arising out of or developed in the course of work pursuant to this Agreement, shall be promptly and fully reported to the City for determination as to whether patent protection on such invention or discovery shall be sought and how the rights to the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest. (If program funds are derived from the United States, federal agency regulations relating to inventions and materials generated under this agreement apply.)

Section 530. Changes

No alteration or variation of the terms of, or departure from, or change in the performance contemplated by this Agreement shall be valid unless made by written amendment and signed by authorized representatives of both parties.

Section 540. Restrictions Upon Subcontracting, Transfer

The Agency shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written approval of the City. Any such approved assignment or subcontract shall be subject to each provision of this Agreement, and any procurement procedures required by the City, the State of

Washington or the United States. The Agency shall not subcontract with any party which is debarred, suspended or otherwise excluded from, or ineligible for participation in federal assistance programs under federal Executive Order 12549, "Debarment and Suspension." In the event of any approved assignment or subcontract, the City shall continue to hold the Agency responsible for proper performance of the Agency's obligations under this Agreement.

Section 550. Termination and Suspension

- A. **For Cause:** The City may terminate this Agreement if the Agency fails to perform any of the terms or conditions of the Agreement, and such failure has not been corrected to the City's reasonable satisfaction within a reasonable time period but no longer than thirty (30) days after receiving notice specifying such failure.
- B. **For Reasons Beyond Control of Parties:** Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as but not limited to, an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout or lockout; sabotage; or superior governmental regulation or control.
- C. **Loss of Funds:** In the event that for any reason federal, state or local funds allocated to or by the City for services contracted under this Agreement are or become no longer available to the City for the purpose of conducting the program/project or compensating the Agency, the City may suspend without recourse the Agency's obligation to render services to the City and the City's obligation to pay for further services, by providing written notice to the Agency specifying the effective period of such suspension. Any such suspension shall have no effect on the Termination Date. Alternatively or subsequently, the City may terminate the Agreement.
- D. **For Convenience.** Either party may terminate this Agreement for any or no reason upon thirty (30) days' written notice prior to the effective date of termination.
- E. **By Mutual Agreement.** This Agreement may be terminated upon mutual agreement of the parties.
- F. **Notice:** Notice of termination pursuant to A, B, or C of this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- G. **Actions Upon Termination:** In the event of termination not the fault of the Agency, the Agency shall be paid for the services properly performed prior to termination together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under this Agreement. The Agency agrees that this payment shall fully and adequately compensate the Agency and all subcontractors for all costs, expenses, losses, liabilities, damages, taxes and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of the Agreement. If the City terminates the Agreement due to Agency default, the City shall be entitled to all remedies available at law or equity.

Section 560. Future Support

The City makes no commitment of future Agency support and assumes no obligation for future support of the services and activities contracted for under this Agreement except as may be specifically provided for therein.

Section 570. Reservation of Rights

Neither payment by the City nor performance by the Agency shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

Section 580. Severability

If any provisions of this Agreement other than those provided in Sections 300 through 410, inclusive, are held invalid, the remainder of this Agreement shall not be affected, thereby, if such remainder would then continue substantially to serve the purposes and objectives originally contemplated.

VI. SPECIAL CONDITIONS

Section 600. N/A

VII. ENTIRE AGREEMENT; CONTACTS; SIGNATURES

Section 700. Entire Agreement

This Agreement, including all exhibits and attachments, contains the entire Agreement of the parties. The following Exhibits and Attachments are incorporated herein:

- Exhibit A: Seattle Preschool Program Levy Outcomes
- Exhibit B: Program Description and Responsibilities
- Exhibit C: Investment Plan, Payment Terms, and Reporting Requirements
- Exhibit D: Invoice Payment Form
- Exhibit E: Staff Report
- Attachment 1: Equal Benefits Compliance Form
- Attachment 2: Insurance Requirements Transmittal Form
- Attachment 3: Department of Education and Early Learning Base Pay Spending Guidelines

Section 710: Contacts

All official notices under this Agreement shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to the City	If to AGENCY
Name, title department Address Phone email	

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

Agency

The City of Seattle

Signature

Signature

Date

Date

Name
Title
Agency
Address
Seattle, WA 98104
206-XXX-XXXX
EMAIL

Holly Miller
Interim Director
Department of Education and Early Learning
PO Box 94665
Seattle, WA 98124-6965
206-684-4508
holly.miller@seattle.gov

**EXHIBIT A:
Seattle Preschool Program (SPP) Outcomes**

The City is investing SPP Levy proceeds to achieve the following outcomes city-wide:

- **Children will be ready for school.**
- **All students will achieve developmentally-appropriate pre-academic skills.**
- **All students will develop both socially and emotionally.**
- **The readiness gap will be eliminated for SPP participants.**

All SPP investments will contribute to at least one of the above outcomes.

Specific Definitions:

School readiness is measured by:

- The Washington Kindergarten Inventory of Developing Skills (WaKIDS).
- Assessments identified in the Comprehensive Evaluation Strategy (Evaluation Strategy), adopted by the Seattle City Council August 10, 2015.

EXHIBIT B: PROGRAM DESCRIPTION AND RESPONSIBILITIES

The mission of the City of Seattle's Department of Education and Early Learning (DEEL) is to ensure that all Seattle children: 1) enter kindergarten ready, 2) succeed academically, and 3) graduate prepared for college/career. As a primary strategy in achieving this mission, the overall goal of the Seattle Preschool Program ("SPP") as operated by **AGENCY** ("Agency") is to provide "accessible high-quality preschool services for Seattle children designed to improve their readiness for school and to support their subsequent academic achievement." The long-term intent of the Seattle Preschool Program is to serve *all eligible and interested 4-year-olds and all 3-year-olds from families making less than 300% of the federal poverty level in Seattle.*

DEEL is entering into an agreement with **AGENCY** to achieve the following outcomes city-wide:

- Children will be ready for school.
- All students will achieve developmentally-appropriate pre-academic skills.
- All students will develop both socially and emotionally.
- The readiness gap will be eliminated for SPP participants.

The Seattle Preschool Program Plan is a comprehensive guide for all operational details related to the first four years of the Seattle Preschool Program, and is incorporated by reference to this agreement.

Please refer to the Program Plan for more information about the requirements contained in the Agreement.

AGENCY RESPONSIBILITIES

The Agency will be responsible for meeting programmatic requirements, employing teachers, and providing facilities. The Agency will also maintain and commit to the following criteria:

- The Agency will be required to meet all licensing requirements detailed in the Washington Administrative Code (WAC 170-295) and be licensed by the Washington State Department of Early Learning (DEL) to provide preschool services (or be exempt from licensing requirements).
- The Agency will ensure that personnel files include documentation to verify that SPP staff meet the education requirements, this includes college transcripts, or approved waiver for all SPP teachers, assistant teachers, directors, and site supervisor in order to have degrees, credits, certificates, and credentials verified. Staff have four years to meet SPP standards. Newly hired staff must meet standards at time of hiring.

The Agency will be required to submit documentation related to staff qualifications and participation in Early Achievers including, but not limited to:

- **Staff Report** (Attachment X). The Agency Staff Report will be submitted prior to the first day of school. The Agency is responsible to submit an updated Staff Report to the Education Specialist, any time staffing changes occur. The City may request the following information:
 - i. Completion of Undergraduate degree
 - ii. All Transcripts for coursework taken after high school
 - iii. Teaching certification
 - iv. Completion of the Waiver application (if applicable)

Early Achievers' Requirements. The Agency is required to participate in Washington's Early Achievers Program and hold a rating of Level 3, 4, or 5. If the Agency's' Early Achievers rating was extended to a new location to enable classroom participation, this location must be rated using the Early Achievers framework **within one year** of becoming an SPP classroom. Also it must rate at least a

Level 3. SPP classrooms blended with Early Childhood Education and Assistance Program (ECEAP) funding must meet the State’s Early Achiever rating requirements.

- The Agency must allow DEEL and its contracted evaluation partner to access information and assessment data from the Washington Department of Early Learning (DEL), the University of Washington, and Child Care Aware/Child Care Resources pertaining to Agency’s Early Achievers’ scores.
- Classrooms are expected to meet threshold levels for the Classroom Assessment Scoring System (CLASS) and Early Childhood Environment Rating Scale-Revised (ECERS-R) scores as defined by DEL which are as follows:
 - i. CLASS combined Emotional Support (ES)/Classroom Organization (CO) score that exceeds 3.5 and a CLASS Instructional Support (IS) score that exceeds 2.0.
 - ii. Environmental Rating Scale (ERS) score consistent with DEL’s threshold.
 - iii. If subsequent CLASS and ERS scores are not met, the DEEL Early Education Specialist and DEEL Coach(es) will work with Agency directors, classroom teachers and Early Achiever coaches to ensure these goals are included in the teachers’ professional development plan (PDP) and classroom quality improvement plan (QIP). If threshold scores are not met by June 2016, the Agency’s contract may not be renewed in subsequent funding periods.
- The Agency will adhere to SPP program standards detailed in the Seattle Preschool Program Plan.

SPP Classroom Operations

Adult-Child Ratio: Classrooms will have a maximum ratio of one adult for every ten children.

Curriculum: The Agency will use either HighScope® curriculum or Creative Curriculum®, 5th Edition. DEEL will make curriculum training available to all SPP instructional staff. The Agency will receive support from a DEEL Coach on the fidelity of curricula implementation. The DEEL Coach will conduct the Program Quality Assessment (PQA) or the Creative Curriculum fidelity check tool in the fall and spring of the contract period.

Hours: The SPP service duration is 6 hours per day, 5 days per week (in a typical week), and 180 days per school year.

Site	Number of Classes	Number of Students	Number of Teachers
	Sample		
Total			

Agency Operations

Before and Aftercare: The Agency will be encouraged to make before and aftercare options available to families. The Agency may require families to pay for these services. Families may apply for DEEL or WA State child care vouchers to subsidize these costs. Vouchers are determined based on family eligibility. If the Agency provides and requires families to pay for before and aftercare services, information about the costs of these services will be collected by DEEL.

Supporting Children’s Social, Emotional and Behavioral Health: SPP will have a “Zero Expulsion and Suspension Policy.” This is defined as: SPP will support children’s social and emotional growth by providing developmentally appropriate curriculum resources and professional development and coaching to the Agency. The Agency should discuss persistent behavioral concerns with the assigned

DEEL Coach to access additional resources and to develop a plan for the child and to address classroom needs.

- DEEL will provide a continuum of culturally responsive strategies including: training, on-site coaching, screenings, observations, curriculum resources, behavioral health consultation services, and other appropriate supports or interventions.

Communication: The Agency will be responsible for communicating all program progress, performance or challenges regularly to their assigned DEEL Early Education Specialist.

Enrollment:

- *Regular enrollment:* Will be managed by DEEL who will enroll all eligible children using a centralized process that includes enrollment, selection, and site/classroom assignment.
- *Grandfathered enrollment:* In Year 1 of the Agency's SPP contract, children who are currently enrolled in preschool with a contracted agency will be allowed to continue and be enrolled into SPP. The Agency will work in partnership with the DEEL Program Intake Representative to ensure that all *grandfathered* children in contracted classrooms (eligible 3- and 4-year-old children who are enrolled for preschool with the Agency prior to entering into this Agreement) are Seattle residents. Grandfathered families will be required to complete SPP enrollment forms and pay SPP tuition.
- The Agency will agree to follow SPP enrollment processes for all non-grandfathered slots. By Year 2 of the Agency's SPP contract, the Agency will use SPP enrollment processes.

Health and Safety

Screenings:

The Agency will ensure that an agency staff person is trained to provide assistance with health and developmental screenings and to conduct re-screenings as needed.

The Agency will be required to screen all children for early identification of developmental and or behavioral concerns within **90 calendar days** of the start of the school year or child enrollment using the following tools:

- Early Screening Inventory (ESI) or Ages & Stages Questionnaires® (ASQ)
- Ages & Stages Questionnaires®: Social-Emotional (ASQ:SE-2)

Health Records: The Agency must maintain current and confidential health files on all enrolled children. Those files will include:

- A record of the child's medical home (primary care doctor name, address, and phone number)
- A record of the child's dental home (dentist name, address, and phone number).
- Immunization records
- Allergy information
- Food preferences and restrictions

If applicable, confidential health files must also include:

- Results from health-related screenings (conducted by the Agency)
- Accident reports
- Documentation of health-related family contacts
- Documents required by Head Start or ECEAP
- Medical/dental insurance
- The Agency will maintain a tracking system to ensure that child health and developmental screening records are kept up to date. All screening results will be shared with families at least three times per year. Scores indicating a developmental or behavioral concern will be discussed with parents during the scheduled parent teacher conference or sooner.

The Agency shall maintain timely and accurate records which reflect service levels, child characteristics, and specific actions taken to assist the child, and service outcomes and expenditures under the terms of this Agreement. Additionally, the staff training on maintaining child records should be provided when applicable.

For Individual Children: Directors, teachers, coaches, health or mental health professionals, and special education staff (as needed) will work collaboratively to address questions that arise from a child's developmental and health screenings, or other child assessments and to develop a plan. The plan may include resources to hire an additional instructional support staff, provide more teacher training, or coaching, creating a plan with the family to best support the child's development, or a referral for further evaluation of behavioral and developmental skills.

Special Populations: The DEEL Coach may approve additional funding (funds requested and reimbursed outside of this agreement) if one classroom has six (6) or more children enrolled with documented evidence of social-emotional, physical, or behavioral health and development challenges.

Personnel

Minimum Staff Pay Levels: The Agency will be required to pay staff in accordance with the minimum salary guidance. The Agency may pay teachers more if desired.

SPP Lead Teacher

SPP lead teachers will be paid according to their education and experience. There will be three minimum salary levels for SPP lead teachers.

- Does not meet requirements or has been granted a waiver. Lead teachers who are grandfathered into the program on the condition that they meet requirements, or are granted a waiver, are paid a minimum of \$24,614 (\$14.77 per hour) plus benefits for a period of 208 days (1,667 hours).
- Bachelor's degree in Early Childhood Education (ECE) or MERIT-verified degree. Lead teachers with Bachelors' degrees in ECE (or equivalent) will be paid a minimum of \$40,039 (\$24.02 per hour) plus benefits for a period of 208 days (1,667 hours).
- Certificated. Lead teachers who hold a Washington State teaching certificate with an Early Childhood Education or Early Childhood Special Education (P-3) endorsement will be paid a minimum of \$49,229 (\$29.53 per hour) plus benefits for a period of 208 days (1,667 hours).

SPP lead teachers will work a minimum of 1,667 hours which includes eight hours per day, five days per week, and 208 days (180 program days, 15 paid time off days, seven holidays, and six professional development days) during the 2015-16 school year. The SPP daily schedule should include six hours of teaching and two hours of planning or professional development time.

Lead Teacher Release Time: The Agency will plan for teacher release time, and ensure that staffing and ratios are adequate to maintain classroom quality and routines during a teacher's absence. The Agency will provide 28 days of professional development; six days included in the contract total and 22 days requested and reimbursed outside this agreement. The Agency may invoice DEEL for up to 22 days of release time, outside of this agreement, for the Lead Teacher to attend the required trainings. (Reimbursement will be based on the Lead Teachers hourly rate of pay)

The Agency will compensate teachers for all duties beyond what is required of them as SPP teachers. For example, if a lead teacher supervises children before the SPP preschool day, the Agency must pay teachers for work completed during this time. SPP funds may not be used for duties in addition to SPP. Agency compensation for additional work will supplement the minimum SPP pay levels.

SPP Assistant Teacher

There will be two minimum salary levels for SPP assistant teachers:

- *Does not meet requirements.* Assistant teachers who are grandfathered into the program on the condition that they meet requirements within four years are at the basic salary level. Minimum pay level for SPP assistant teachers will be \$20,475 (\$12.67 per hour) plus benefits for a period of 202 days (1,616 hours).
- *Meets requirements.* Assistant teachers who hold an Associate's degree in Early Childhood Education or have completed two years of coursework in Early Childhood Education that meet Washington State Core Competencies for Early Care and Educational Professionals will be paid a minimum of \$26,775 (\$16.57 per hour) plus benefits for a period of 202 days (1,616 hours).

SPP assistant teachers will work a minimum of 1,616 hours which includes eight hours per day, five days per week, and 202 days (180 program days, 15 paid time off days, seven holidays) during the 2015-16 school year. This time may be allocated in a way that suits the needs of classrooms and the Agency.

Assistant Teacher Release Time: The Agency will plan for teacher release time, and ensure that staffing and ratios are adequate to maintain classroom quality and routines during a teacher's absence. The Agency may invoice DEEL, outside of this agreement, for up to 28 days of release time for the Assistant Teacher to attend the required trainings. Reimbursement will be based on the Assistant Teachers hourly rate of pay.

The Agency must compensate assistant teachers for all duties beyond what is required of them as SPP assistant teachers. SPP funds may not be used for duties in addition to SPP. Agency compensation for additional work will supplement the minimum SPP pay levels.

After providing verified documentation to DEEL, dual language programs will receive funds to pay teachers 10% more than they would otherwise be eligible for if:

- Lead teacher holds a WA State teaching certificate and endorsements in both bilingual education and ECE. Additionally, the lead teacher's language(s) of fluency must match the language(s) of instruction in the classroom.
- Assistant teacher passes an oral language fluency test in both languages of instruction as mutually determined by DEEL and the Agency.

Family Engagement and Support

Family Engagement Funds: The Agency will write a culturally relevant plan for partnering with families and communities in order to improve child outcomes. The Agency will be awarded up to \$787 (funds requested and paid outside of this agreement) per classroom to use the following types of activities:

- Opportunities for families to learn about preschool educational activities and how to extend this learning into the home.
- Opportunities for instructional staff to learn about families and how to extend this learning into the classroom.
- Assist families with enrollment and their children's transitions to kindergarten.
 - i. Participate in kindergarten enrollment nights with the Agency's partner elementary school or Families and Education Levy-funded elementary innovation site.
 - ii. Collaborate with Seattle Public Schools and community leaders to assist with enrolling children in kindergarten.
 - iii. Share information as appropriate on each child at the end of the preschool year with Seattle Public Schools (e.g. kindergarten transition form that is aligned with the school district).
 - iv. Engage families and children in field trips to kindergarten classrooms.
 - v. Help families identify their school assignment for kindergarten based on family address at the time of program enrollment using the Seattle Public School's enrollment website:

<http://www.seattleschools.org/modules/cms/pages.phtml?sessionid=ba55f7046e5d73e4d3ea6b887ec76d6e&pageid=172265&sessionid=ba55f7046e5d73e4d3ea6b887ec76d6e>

Family Support: If families (with children who are not simultaneously enrolled in ECEAP or Head Start) require access to City, State, or community resources, a DEEL Human Services Coordinator will be available to assist the family and connect them to available services.

Professional Development

The Agency will participate in the following professional development provided at no cost by the City of Seattle DEEL:

- **Annual Pre-Service*:** The required Pre-Service training will be combined with ECEAP and Step Ahead and will be held at the beginning of each school year and cover all preschool standards, policies and requirements.
- **Curriculum Training*:** Initial training and certification on the approved curriculum selected by the Agency (HighScope or Creative Curriculum) is required and will be provided at least once a year. Ongoing curriculum training will be provided via coaching, content training, and the SEEC Institutes.
 - i. SPP/ECEAP sites who receive initial training on Creative Curriculum through DEL will not be required to participate in DEEL sponsored curriculum training.
 - ii. Teachers who are already certified on the curriculum will receive continuing education through content training and SEEC Institutes. Other training may also be offered as needed or identified by the assessment data.
- **Content Training*:** Both required and data-informed- content training will be held each quarter for Directors and Teachers as outlined below-
 - i. **Directors/Program Supervisors:** Directors/Program supervisor level trainings in business, finance, organizational development, educational leadership, Continuous Quality Improvement (CQI), coaching practice and curriculum fidelity.
 - ii. **Teachers/Assistant Teachers:** Teacher/assistant teacher level trainings that will include ongoing curriculum training, supporting children with special needs, culturally responsive teaching, and partnering with families.
- **Assessment Training*:** Beginning and advanced level training on child, classroom and teacher assessments and will be offered quarterly, for teachers, directors and other key staff. Assessment training includes Teaching Strategies Gold (TSG), ASQ and ASQ: SE-2, CLASS and ERS.
- **SEEC Institutes:** A day-long institute for early learning providers at all levels will be offered annually during the fall, winter, and spring. Topics will include assessment and data, culturally relevant anti-bias practices, and curriculum development.
- **Professional Learning Community (PLC)*:** DEEL Coaches in collaboration with other early learning professionals will convene a quarterly PLC to discuss best practices and current research in early learning.

Trainings listed above with an asterisk* are required and will be eligible for release time reimbursement for eligible lead teaches and assistant teachers. The paperwork for reimbursement will be provided by the DEEL and processed outside of this contract.

Coaching: Directors will need to ensure that their entire SPP team is available to work with the assigned City of Seattle DEEL Coach who will:

- Provide differentiated classroom based, reflective, instructional coaching to increase the quality and effectiveness of teacher practice,
- Support fidelity of curriculum implementation.

- Facilitate professional development and support for administrators responsible for supervising and evaluating teachers.
- Work with collaborative groups that include directors and teachers to review data and plan instructional best practices.
- Conduct the CLASS and ECERS assessment if the Agency does not have a recent assessment on file and has no plans to have these assessments conducted within the next three months.
- Administer the HighScope Program Quality Assessment tool (PQA) or Creative Curriculum Fidelity check tool.

Teacher Planning Time: The SPP daily schedule includes two hours of planning time away from children for teachers and assistant teachers to participate in the following:

- Coach one-on-one consultations
- Instructional and classroom planning time with teaching team
- QIP reviews Three times a year with the Early Education Specialist, Coach and Public Health Nurse, and other key staff – October 31, 2015, February 28, 2016 and May 31, 2016
- Staffing's with the Education Specialist, PHSKC and DEEL Coach to address specific child and or classroom challenges
- Data meetings with SPS, DEEL staff, and other key staff
- SEEC PreK-3rd collaboration meetings

Quality Improvement: All SPP lead teachers who meet education or certification requirements will be expected to maintain a CLASS® combined Emotional Support (ES)/Classroom Organization (CO) score that exceeds 6.0 and a CLASS® Instructional Support (IS) score that exceeds 4.5. In instances when these scores are not achieved, the SPP coach assigned to work with the teacher will ensure these goals are part of the teacher's Professional Development Plan (PDP) and the classroom's Quality Improvement Plans (QIP). Teachers who receive tuition support to meet SPP requirements will be expected to meet these expectations by the time they complete their degree programs.

Classroom Startup Funds: The Agency may receive up to \$7,500 (funds requested and paid for outside of this agreement) for each SPP classroom to purchase materials, furniture, equipment, or make minor classroom modifications to enhance/create a culturally relevant, quality inclusive teaching and learning environment for all children. DEEL Coaches will use child assessments, CLASS and ERS data to help directors and instructional staff identify the needs for each classroom. DEEL Coaches will approve all purchases in advance before request are submitted for reimbursement.

Evaluation: The Agency will work with the DEEL to administer and analyze program assessment results including child assessment portfolios from Teaching Strategies Gold, PPVT-4, Woodcock-Johnson Tests of Achievement, 3rd Edition, Peg Tapping Task, Dimensional Change Card Sort, Head Toes Knees Shoulders, Copy Design, ECERS and CLASS. The Agency will participate in activities that assess the effectiveness of services in meeting the outcomes contained in Exhibit A.

- Collaborate with participating assessors when scheduling assessments to ensure minimal disruption to classroom or program routine.

EXHIBIT C

Investment Plan, Payment Terms and Reporting Requirements

For the period of performance beginning September 1, 2015 through August 31, 2016, DEEL shall invest no more than \$xxxxx (“Contract Price”) in AGENCY for Seattle Preschool Program. Budget funds may not be used for costs incurred prior to the beginning date of the term specified. Unspent funds from one grant period may not be carried forward to the subsequent grant period.

INVESTMENT PLAN:

Overall compensation to the Agency is as follows:

Payment Basis	2015 SPP	2016 SPP	Total
Baseline Payment (75%)			
Performance Payment (25%)			
Total			

TERMS OF PAYMENT:

- A. **Baseline Pay:** The Agency will be paid a maximum of 75% of the Contract Price paid in ten (10) equal monthly installments, up to a total of \$xxx (“Baseline Payment”)

DEEL may adjust the monthly payments on a quarterly basis; recalculating payments based on educational attainment levels of lead teachers, assistant teacher, floaters, site directors, and program supervisors. The Agency accepts that the monthly payment amounts may increase or decrease as a result of changes to educational attainments. The DEEL Program Manager will review adjusted monthly payments with the Agency and the adjusted monthly payment will be communicated to the Agency in writing.

- B. **Performance Pay:** The Agency will be paid a maximum of \$xxx (“Performance Pay”) for actual achievement of the performance targets in the amounts indicated below in the Performance Pay Table. The Agency will be compensated in 10% payment bands, as indicated in the Performance Pay Banding Table below, up to 100% of the maximum Performance Pay amount.

Performance Pay Banding Table

Performance % Achieved	Performance Pay % Awarded	Performance % Achieved	Performance Pay % Awarded
≥90% - 100%	100%	≥40% - <50%	50%
≥80% - <90%	90%	≥30% - <40%	40%
≥70% - <80%	80%	≥20% - <30%	30%
≥60% - <70%	70%	≥10% - <20%	20%
≥50% - <60%	60%	≥1% - <10%	10%

Performance Pay Table

Due Date	Performance Targets	Target	Unit Cost	Maximum Performance Payment
October 31, 2015	Each teacher will develop or update a Professional Development Plan with his/her DEEL Coach.			\$
October 31, 2015	The Agency will submit a completed Kindergarten Transition Plan to the Early Education Specialist.			\$
November 30, 2015	Teachers will complete fall TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline.			\$
December 31, 2015	The Agency will complete health screenings for each child within 90 days of the child's program start date.			\$
December 31, 2015	The Agency will complete developmental screenings for each child within 90 days of the child's program start date			\$
February 28, 2016	Teachers will complete winter TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline.			\$
May 31, 2016	The Agency will inform families about kindergarten enrollment processes.			\$
May 31, 2016	Teachers will complete spring TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline.			\$
May 31, 2016	Each teachers will complete or update progress on their Professional Development Plan with his/her DEEL Coach.			\$
Maximum Performance Pay Total				\$

- C. If the Agency is enrolled in the US Department of Agriculture's Child and Adult Care Food Program (CACFP) and receives less than \$5,926 per SPP classroom per program year from CACFP, DEEL will pay the Agency the difference between \$5,926 and the amount reimbursed by the State directly (funds requested and reimbursed outside this agreement). It will be the responsibility of the Agency to provide the DEEL Early Education Specialist with verification of CACFP payments from the State.
- D. Should the Agency earn less than the maximum Contract Price, the City will retain any unspent funds.
- E. Once a Performance Payment is made to the Agency, the City's intent is that the funds be used to provide further support to the Levy-funded program and not be deposited in a separate fund for general use.

REPORTING REQUIREMENTS

All reports shall be submitted by the appropriate deadlines. If reports are not received in a timely manner or not completed, invoices will be held for payment until all pending reports are received and approved.

1. **Invoice Payment Form (Exhibit D):** The Agency shall submit one invoice by the **tenth working day of the month** for the previous calendar month, except for the last invoice of the 2015 calendar year which is due **January 4th, 2016** and the final invoice of 2016 which is due on **by September 10th, 2016**. The City will make payment within 30 days of receiving an invoice, contingent upon receipt of all required reports and documentation.
2. **Monthly Attendance Report:** The Agency will enter attendance information into ELNIS monthly. The Early Education Specialist will verify attendance information in ELNIS prior to invoice payment.
3. **Staff Report (Exhibit E):** The Agency will submit a Staff Report (Exhibit E) or a similar report, as mutually agreed upon by the City and the Agency, any time staffing changes occur.
4. The Agency will submit the MERIT "Professional Record" report or a similar report, as mutually agreed upon by the City and the Agency, quarterly documenting professional development and coursework completed by their teachers

INVOICE PAYMENT FORM

Equal Benefits Compliance Declaration

Agency: X	Contract: X
Project: X	

Please declare *one (1)* option from the list below that describes the Contractor's intent to comply with Seattle Municipal Code Chapter 20.45 should you win the contract.

Equal Benefits applies to any contractor location in the United States where substantive contract work is being performed (work directly related in a substantial way to the contract scope and deliverables).

- Option A** The Contractor makes, or intends to make by the contract award date, **all benefits available on an equal basis** to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in every location within the United States where substantial work on contract will be performed.
- Option B** The Contractor **does not make benefits available** to either the spouses or the domestic partners of its employees.
- Option C** The Contractor **has no employees**.
- Option D Collective Bargaining Delay.** Benefits are available on an equal basis to non-union workers, but union workers are subject to a collective bargaining agreement that does not provide equal benefits.
- Option E Open Enrollment Delay.** The first open enrollment period for implementing Equal Benefits is not available until after contract execution and Contractor will provide a cash equivalent payment to eligible employees until Equal Benefits can be implemented.
- Option F Cash Equivalent Payment.** The Contractor intends to provide a cash equivalent payment to eligible employees in lieu of making benefits available.
- No United States Presence.** The Contractor does not perform substantial work for the contract in any United State location.

Equal Benefits Instructions

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires companies executing a City contract to provide health and benefits that are the same or equivalent to domestic partners of employees as to spouses of employees, and of their dependents and family members.

- Carefully fill out the Equal Benefits Declaration. It is essential to your standing in the evaluation process, so it is important to understand and complete the declaration properly.
- The Buyer or Coordinator for the solicitation can answer any questions about this requirement or you may call the general office at 206-684-0444. Call before you submit your bid to ensure you've filled out the form correctly.
- "Domestic Partner" is any person who is party to a same-sex or opposite-sex domestic partnership that is legally recognized in the place of jurisdiction where the union was established, including same-sex marriage, or registered as a Domestic Partner with the employer or government registry established by state or local law. If the employer does not have a registration system and does not intend to implement one, the City of Seattle has a registration system as an option: <http://www.seattle.gov/leg/clerk/dpr.htm>

The City will review your responses and make a final determination. If the information you supply is conflicting or not clearly supported by the documentation that the City receives, the City may reject your entire submittal (bid or proposal) or may seek clarification to ensure the City properly classifies your compliance.

Companies that select "Non Compliant" will be rejected, unless there is no competitor that is compliant, responsive and responsible. The City may also find a Bidder "Non Compliant" upon inspection of their program. Be prepared with documentation to support your declaration. All contracts awarded by the City may be audited for equal benefits compliance. Non-compliance may result in the rejection of a bid or proposal, or termination of the contract.

Printed Name: _____ Signature: _____ Date: _____

INSURANCE REQUIREMENTS TRANSMITTAL FORM

INSURANCE REPRESENTATIVE – ATTACH THIS FORM TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY

• **COMPLETE THESE FIELDS SO THAT WE MAY CONTACT YOU IF NECESSARY.**
 NAME: _____ POSITION: _____
 NAME OF COMPANY _____
 EMAIL: _____ TELEPHONE: _____ FAX: _____

• **SEND ORIGINAL CERTIFICATION WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING TO:** THE CITY OF SEATTLE
ATTN: G & C Spec. Sr
P.O. BOX 94649
SEATTLE, WA 98124-4649

The Consultant shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits of liability as checked below:

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

- Commercial General Liability (CGL)** or equivalent insurance including coverage for:
 Premises/Operations, Products/Completed Operations, Personal/Advertising Injury
 Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be \$ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage (“CSL”) except:
 — \$ 1,000,000 each offense Personal/Advertising Injury
 — \$ 1,000,000 each accident/disease Stop Gap/Employers Liability.
- Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum limits shall be \$1,000,000 CSL. **MSC-90 and CA 99 48 endorsements** required unless In-transit Pollution coverage is covered under required Contractor’s Pollution Liability insurance.
- Worker’s Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance.

B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:

- Umbrella or Excess Liability** “follow form” insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of \$2,000,000
 or \$ _____ CSL. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.
- Contractor’s Pollution Liability** insurance with minimum limits of liability of \$1,000,000
 or \$ _____ CSL each claim.
- Aviation Liability** insurance with minimum limits of \$1,000,000 or
 \$ _____ CSL each occurrence.
- Watercraft/P&I Liability** insurance with minimum limits of \$1,000,000 or
 \$ _____ CSL each occurrence.
- Federal Maritime** insurance with:
 U.S.L.&H. minimum limits \$1,000,000 or \$ _____
 Jones Act minimum limits \$1,000,000 or \$ _____
- Professional Liability (E&O/Technical E&O)** insurance appropriate to the consultant’s profession. The minimum limit shall be \$1,000,000 or \$ _____ each claim.

ONLY PARAGRAPH I. OF THE FOLLOWING CONDITIONS APPLIES TO WASHINGTON STATE TITLE 51 INDUSTRIAL INSURANCE (WORKERS COMPENSATION):

- B. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** As respects CGL and Automobile Liability insurance, and Contractor's Pollution Liability insurance if required, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. As respects CGL and (if required) Contractor's Pollution Liability insurance, additional insured status for the City:
1. Must be established either by an appropriate additional insured endorsement issued and attached to the policy or by appropriate blanket additional insured policy wording, and
 2. Shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.
- C. NO LIMITATION OF LIABILITY:** The limits of liability specified herein are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the Consultant or any of the Consultant's insurers. The City shall be an additional insured as required in paragraph C. above as respects the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
- D. SUBSTITUTION OF SUBCONSULTANT'S INSURANCE:** If portions of the scope of work are subcontracted, the subconsultant or subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified herein are satisfied.
- E. NOTICE OF CANCELLATION:** Coverages shall not be canceled without at least thirty (30) days written notice to the City, except ten (10) days notice for non-payment of premium.
- F. CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Consultant shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant's financial responsibility for liability for services performed.
- G. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- H. SELF-INSURANCE:** The City acknowledges that the Consultant may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- I. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** The Consultant or its authorized representative shall deliver in the manner described an **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein. (NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST BE ATTACHED TO THE CERTIFICATE** to verify additional insured status.)

**CGL INSURANCE WILL NOT BE APPROVED WITHOUT
ADDITIONAL INSURED ENDORSEMENT
OR
BLANKET ADDITIONAL INSURED WORDING
ATTACHED TO THE CERTIFICATE!**

City of Seattle's Department of Education and Early Learning Spending Guidelines

Guidelines Apply to Base Pay Expenditures

Note: For audit purposes, receipts for items below must include an itemized list of purchases. A non-itemized credit card receipt is not sufficient.

1. DISALLOWED EXPENSES

The City will not reimburse for: air phone charges, airline club memberships, airline upgrade certificates, alcoholic beverages, babysitting/child care (unless specifically authorized by contract), barber, hair stylist, manicurist, briefcases or luggage, car washes, clothing (including formal business attire rental), dry cleaning, laundry, fines, flight insurance, forfeitures, free flight/hotel/car rental coupons, gambling losses/expenses, gum/ candy/cigarettes, lost luggage, massage/spa services, penalties, personal credit card fees/interest charges, personal property insurance, personal/chartered aircraft (unless it can be shown it was for legitimate City business and was the cheapest mode of transportation); personal entertainment (theater/ sports tickets, in-flight/in-room movies, books), personal telephone calls, pet boarding, shoe shines, sports/social club dues/memberships, supplemental car rental insurance, theft/loss of personal property, personal property insurance, toiletries, traffic/speeding/parking tickets, and travel/lodging/meal expenses (unless specifically authorized by contract)

2. TRAVEL REIMBURSEMENT GUIDELINES

- A. Travel (local):** The City encourages the use of walking, biking, bus, ferry, light rail, hotel shuttle service, or other similar ground transportation whenever possible for travel in and around the Contractor's/Consultant's destination. If this is not feasible, the City will reimburse for mileage and parking as noted below.

Mileage: If the contractor travels on business related to the performance of services under the agreement with the City, and uses his/her personal vehicle for transportation, the City will reimburse a mileage allowance in accordance with the Contractor's mileage reimbursement rate. If the Contractor's mileage reimbursement rate is 20% or higher than the City's current mileage reimbursement rate, the City requires that the City's rate be used for reimbursement. Consultant mileage costs are expected to be included in their fees.

Parking: The City will reimburse for parking expenses that are necessary to implement Levy programs. The City requests that the contractor use the least expensive parking option available. If a contractor attends DEEL meetings, the City expects that parking expenses are included in the contractor's specific project budget and will not separately reimburse for parking.

Detailed expenditure reports and/or original receipts are required for all transportation expenses to be paid by the City.

B. Travel (non-local)

Travel outside of the city limits should be carefully evaluated for the benefit provided to the City and should be restricted wherever possible.

Original receipts or expenditure reports detailing expenses with original receipts provided upon request for Contractors are required for all transportation expenses to be paid by the City.

The Contractor will provide the City an itinerary and documentation of all expected costs and receive written approval from the City prior to making any non-local travel arrangements. This would also include travel arrangements for guests coming in from out of town to conduct Levy business. The written description shall include the purpose for the travel, dates and locations, and all costs. Where possible, the Contractor should purchase a refundable ticket so that in the event of a cancellation, the funds can be returned to the City.

If the Contractor or guests coming from out of town to conduct City business are combining a personal trip with business travel, the City will only pay or allow reimbursement for that portion of travel expenses (including car rental, airfare, or other modes of travel, meals, and other related expenses) directly related to the business travel. Receipts should clearly delineate the City portion of expenses incurred.

Lodging and Meals

The City uses the current Runzheimer Rate Table for lodging and meal expense reimbursement. The Runzheimer rates include tips. Allowable lodging expenses include the cost of lodging and any applicable sales taxes and/or hotel/motel taxes. Consultant receipts are required for all expenses. Contractors should include detailed expenditure reports including the itemized costs with original receipts available upon request.

As an example, Runzheimer rates as of April 2015 for Seattle are noted below (other cities available upon request):

City	Breakfast	Lunch	Dinner	Lodging	Taxi/Shuttle
SEATTLE, WA	\$22.72	\$20.96	\$43.52	\$216.77	\$45.00

If meals are provided at a meeting event, or included in the lodging, the daily per diem will be adjusted accordingly.

Transportation

Airfare: The City will only allow the purchase of coach class airline tickets, at the lowest available airfare. Airfare should be booked as far in advance as possible. Refundable tickets should be purchased where possible in the event of a trip cancellation.

Parking/other transportation: The City encourages the use of walking, biking, bus, taxi, ferry, hotel shuttle service, or other similar ground transportation in lieu of a car rental whenever possible for travel in and around the Contractor's destination. Rental cars should only be used when other means of transportation are unavailable, more costly, or impractical. The Contractor is required to purchase all available insurance and use intermediate-size cars or smaller, unless four or more people are traveling together in one vehicle.

If meals are provided at a meeting event, or included in the lodging, the daily per diem will be adjusted accordingly.

3. FOOD and MEETINGS/TRAININGS

A. Snacks/meals for student programs

It is expected that the Contractor will need to purchase food for students participating in Levy programs. For example, for an after school out-of-school time program, light snacks are authorized if the agency believes these are necessary to promote student attendance, participation, and academic achievement.

If a student participates in a day-long summer learning program or similar program spanning 4 or more hours, the Contractor may provide lunch to participating students. The Contractor is expected to research the lowest meal cost option. The City will not reimburse meal costs for staff paid by the Contractor.

B. Staff meetings/trainings

Participation in staff meetings/trainings should be restricted only to events that are necessary to enhance the Levy's goals for school readiness and student achievement.

If a staff meeting/training is deemed necessary, the Contractor is expected to hold meetings and/or trainings on-site to the extent possible to minimize costs. Private venue rentals are discouraged. For example, the City would expect the Contractor to hold a meeting on its premises when at all possible and not at, for example, a private club as this would be considered to be an inappropriate use of public funds. If this cost is not already budgeted in the Contractor's approved line item contract budget, the Contractor will discuss with DEEL staff the rationale for holding any meetings/trainings/events off site and obtain written City approval before making a rental reservation.

Contractors will consider low-cost alternatives where possible, such as holding phone conferences in lieu of driving across the city to a meeting. The Contractor is expected to consider keeping the length of the meeting/training time to the shortest length of time possible without adversely and substantially reducing the Contractor's effectiveness in achieving results.

If a staff meeting/training is necessary, City will reimburse for food at staff business meetings/trainings as follows:

- If the staff meeting/training is less than three hours, no food/refreshment costs will be reimbursed.
- If the staff meeting/training is three or more hours in length, the City will reimburse the Contractor/Consultant for light refreshments, as illustrated by these examples: coffee, tea, milk, hot chocolate, fruit juices, soft drinks and nonalcoholic beverages, doughnuts, cakes, pies, cookies, fruit, sandwiches, and light snacks. If this cost is not already budgeted as part of the Contractor's/Consultant's approved line item contract budget, the Contractor/Consultant will request written approval from the City before scheduling the meeting.
- Meetings should be held during normal business hours to the extent possible. If a breakfast or dinner meeting/training is required and occurs for at least two hours before or after scheduled work hours, the City will reimburse the Contractor up to current Runzheimer breakfast and dinner rates noted in the travel section above. Original receipts or detailed expenditure reports are required. If this cost is not already budgeted in the Contractor's approved line item contract budget, the Contractor will request written approval from the City before scheduling the meeting.

C. Community meetings/trainings

Community meetings/trainings should be held only when necessary to enhance the Levy's goals for school readiness and student achievement.

If a community meeting/training is deemed necessary, the Contractor is expected to hold meetings/trainings on-site to the extent possible to minimize costs. Private venue rentals are discouraged. For example, the City would expect the Contractor to hold a meeting on its premises if at all possible and not at, say, a private club as this may be considered to be an inappropriate use of public funds. If this cost is not already budgeted in the Contractor's/Consultant's approved line item contract budget, the Contractor will discuss with DEEL staff the rationale for holding any meetings/trainings/events off site and obtain written City approval before making a rental reservation.

To the extent possible, community meeting/training expenses will be included in the contract line item budget approved by DEEL.

To encourage participation in community meetings/trainings, the Contractor may provide "light refreshments" or food consistent with items noted under "Staff meetings/trainings."

D. Weekend events:

If this cost is not already budgeted in the Contractor's approved line item contract budget, the Contractor will request approval from the City before scheduling the event. Contractors are expected to use all of the weekday guidelines noted above in 3A-C above.

E: Other:

The City will not pay for Levy-funded staff or contracted provider meals during an on-site work day.

4. STUDENT TRANSPORTATION

Agencies are restricted from transporting non-college enrolled high school or younger student passengers in 15 or 12-passenger full size vans, or specialty vehicles not meeting state and federal school bus standards. Non-college enrolled high school and younger children may be transported in mini-vans or sedans.

5. STUDENT & STAFF INCENTIVES and AWARDS

The City recognizes that the Contractor may wish to reward students who have achieved a certain program goal, such as improved performance on an academic assessment or attending an academic summer program for a certain period of time. These general guidelines shall apply in undertaking any such incentive program:

Any incentive funding should be planned and budgeted in the agency's line item budget and approved in advance by DEEL.

Incentive funding should be expended after students have earned the award through their time, effort, and/or academic achievement involved. Incentive pay should be directly linked to Families & Education levy program achievement.

Contractor will first consider academic incentives, such as a trip to a museum, books, school supplies (pens, tablets, journals, notebooks) and t-shirts related to school events. Non-academic incentives should be approved in advance by DEEL.

6. SMALL CAPITAL EXPENSES

On occasion, a Contractor may need to purchase minor equipment (such as computers, monitors, etc.). These items should be included in the contract line item budget approved by DEEL. For individual capital items that cost \$1,000 or more, the Contractor needs to provide a description of the item(s), the serial numbers of the item(s), the purchase date, and item location to the City. The City will enter the information in a capital log and will periodically check to ensure that the item is being used for its intended purpose until it fully depreciates (expected after 3 years). If the City withdraws funding or does not renew a contract, the Contractor is obligated to hand over the capital equipment to the City if the item has not fully depreciated and if the City requests it. Under no circumstances will the equipment be retained by any individual for personal use or benefit.