**** 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. DC16PAXXX**

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 Attachment 1 through operation and management of Seattle Preschool Program (SPP) 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 **July 1, 2016** and terminate on **June 30, 2017.** 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 A 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 C) 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 three types of compensation: 1) $xxxxx in Baseline Pay, 2) $xxxxx in Performance Pay, and 3) $XXXX in Adjustments (if any). As used in this Agreement, “Baseline Pay” means payment 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 B. Performance Pay is payable according to the performance pay table in Exhibit B. Adjustments include either an increase or decrease in the Baseline Pay due to changes in student enrollment, staff education levels, or student funding (e.g., Head Start, ECEAP, etc.). The Agency shall be responsible for all costs of performance that are not provided for in Exhibit B. In no event shall the total Contract Price exceed $xxxxxxx. Additionally, Baseline 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, using the form attached as Exhibit C and such accompanying performance reports and work statements as required by the Reporting Requirements in Exhibit B. 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 B. 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 as part of Baseline Pay under this Agreement shall be supported by properly executed payrolls, time records, invoices, vouchers, records of service delivery or other official documentation and will be retained by the Agency. 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 and financial records shall be maintained and readily accessible for review by the City and will meet the Director’s satisfaction related to the nature and reasonableness of such costs. 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***

1. 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.
2. 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.
3. 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 the Agency is unable to maintain the records for the length of the retention policy, it 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 B 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 B or is not performing consistently with the program requirements in Exhibit A, 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.

1. 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.
2. 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 I violation of the requirements, the Agency shall be subject to debarment from City contracting activities in accordance with SMC Ch.20.70
3. *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 2. 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***

As used in this Section, “Claims”  means claims, demands, damages, costs, causes of actions, liabilities, fines, penalties, judgments, expenses and attorney’s fees of any kind.  The Agency shall protect, defend, indemnify and hold the City and its elected officials and employees harmless from any and all Claims arising from the injury or death of any person or the damage to or destruction of property (including Claims relating to the infringement of intellectual property rights) resulting from (i) the Agency’s Work under this Agreement, or (ii) the negligence of the Agency or its officers, employees, subcontractors or agents, or (iii) the Agency’s breach of this Agreement, including but not limited to the Agency’s failure to comply with any applicable law, ordinance or regulation applicable to Agency’s Work under this Agreement.   Agency’s obligations under this Agreement shall not apply to any Claims arising from the sole negligence of the City, but in the case of any concurrent negligence of the Agency and the City, the Agency’s obligations under this Section shall apply to the full extent of the Agency’s negligence, or that of its officers, employees, subcontractors, or agents.   The Agency acknowledges that its obligations under this Section apply to any claims which may be brought by Agency’s own employees, and Agency hereby waives any immunity it may have under RCW Title 51 or any other Worker’s Compensation statute, but only as to the City and to the extent required for Agency to fulfill its obligation to defend and indemnify the City.  Agency’s obligations under this Section shall survive the expiration or termination of the Agreement with respect to Claims which arise from events occurring prior to the expiration or termination of the Agreement.

***Section 410. Insurance***

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

[If the Contractor is a self-insured public entity (e.g. PHSKC and UW), use this language: The Agency is a public entity that is self-insured. However, the Agency agrees that it will maintain premises and vehicle liability insurance in force with coverages and limits of liability and workers compensation insurance as may be required by Washington State statutes.]

***V. GENERAL CONDITIONS***

***Section 500. Other Legal Requirements***

1. 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.
2. 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.
3. 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***

1. *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.
2. *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.
3. *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.
4. *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.
5. *By Mutual Agreement*. This Agreement may be terminated upon mutual agreement of the parties.
6. *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.
7. *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. SPP Program Performance Standards***

The documents listed below constitute SPP program performance and contract compliance conditions and are incorporated by this reference. In the event of conflicting provisions within these referenced documents, the conflict will be resolved by giving precedence in the following order:

1. SPP Implementation Plan <http://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP%20Implementation%20Plan.April%201.PostCommittee.pdf>
2. Seattle Preschool Program Manual

**Business Operations**

**Support City Goals –** The Agency will support and promote City of Seattle SPP goals, objectives and strategies as identified in this agreement.

**Grievance Procedure** **–** The Agency shall maintain grievance procedures, which include notice to families of their rights to resolve grievances and the appropriate process. The Agency shall maintain documentation of all grievances filed against the Agency including, but not limited to, name of the person filing the grievance, date the grievance is filed, nature of the grievance, outcome of the grievance and the date of resolution. In the case of a grievance relating to services in this contract, the Agency will notify DEEL.

**DEEL Authorized Data Management System –** The Agency will report data to DEEL using a city-approved reporting mechanism. The Agency will acquire training and proficiency for accurate and timely reporting. All timelines for reporting data to the City will be included in the Deliverables Report (Exhibit D).

**Early Achievers Quality Rating and Improvement System –** The Agency will participate in Early Achievers activities as made available by the Washington State Department of Early Learning (DEL). The Agency will also be in alignment with the state Quality Rating and Improvement System (QRIS) system and indicators.

**Written Policies and Procedures –** The Agency shall maintain written policies and procedures, consistent with federal and state regulations, as applicable.

**Licensing Standards –** The Agency will meet and maintain Washington State child care licensing requirements as described in the Revised Code of Washington and the Washington Administrative Code or, if unlicensed, the Agency shall demonstrate how it effectively maintains health and safety standards, which are comparable to licensing requirements.

**Notification to City –** The Agency shall notify the City of Seattle Early Education Specialist of the following:

1. Any changes that could adversely affect the Agency’s ability to continue participation, including any child abuse investigations by Washington State Department of Social and Health Services’ Child Protective Services.
2. Changes in Agency leadership, licensing status, ownership or president of its governing board.
3. Any licensing regulations must be reported to the Department of Early Learning (DEL).

**USDA-CACFP Participation**

If the Agency participates in the United States Department of Agriculture Child and Adult Care Food Program (USDA-CACFP) requirements, it must comply with the programs regulations. <http://www.k12.wa.us/ChildNutrition/Programs/CACFP/default.aspx>

***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: Program Description and Responsibilities
* Exhibit B: Investment Plan, Payment Terms, and Reporting Requirements
* Exhibit C: Invoice Payment Form
* Exhibit D: Deliverables Report
* Exhibit E: Staff Report
* Exhibit F: Kindergarten Transition Action Plan
* Exhibit G: Family Engagement Plan
* Exhibit H: Classroom Startup Plan
* Attachment 1: Seattle Preschool Program Levy Outcomes
* Attachment 2: Equal Benefits Compliance Form
* Attachment 3: Insurance Requirements Transmittal Form

**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, titleDepartment of Education and Early Learning | Name, titleAddress |
| PO Box 94665Seattle, WA 98124-6965 | Seattle, WA 98XXXPhone |
| Phone | Email |
| Email |  |
|  |  |

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

|  |  |  |
| --- | --- | --- |
| ***The City of Seattle*** |  | ***Agency*** |
|  |  |
| Signature By/For: | Signature By/For: |
|  |  |
| Date | Date |
|  |  |
| Dwane Chappelle Director Department of Education and Early LearningPO Box 94665Seattle, WA 98124-6965206-684-4508dwane.chappelle@seattle.gov  | NameTitleAgencyAddressSeattle, WA 981XX206-XXX-XXXXEmail Address |

**EXHIBIT A:**

**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 serveall interested and eligible 4-year-olds and all 3-year-old children living in Seattle.

**Program Requirements**

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).
* All Agency SPP staff are required to submit copies of their official college transcripts through Managed Education and Registry Information Tool (MERIT) to complete the education verification process. The Agency will provide DEEL with all documentation requested to determine SPP staff qualifications as they relate to the SPP education standards. Agency payments and minimum wages for staff are determined through review of this documentation. For more information, see Seattle Preschool Program Manual.

DEEL Responsibilities

DEEL will work in partnership with the Agency to ensure that the Agency can meet the above criteria:

* DEEL will assist the Agency in maintaining good standing with DEL licensing
* DEEL will provide technical assistance to the Agency to determine staff qualification levels and support staff to work toward meeting SPP education standards
* DEEL will provide technical assistance to the Agency to fully implement the SPP program requirements

**Early Achievers (EA)**

Agency Responsibilities

The Agency will be required to participate in DEL’s Early Achievers Program and hold a rating of Level 3, 4, or 5. If the Agency’s EA rating was extended to a new location to enable classroom participation, this location must be EA rated a Level 3 using the EA framework within one year of becoming an SPP classroom.

DEEL Responsibilities

DEEL will provide resources and support to assist in the successful completion of EA rating process.

**SPP Classroom Operations**

Agency Responsibilities

* Classrooms will have a maximum adult-child ratio of one adult for every ten children.
* The Agency will use either HighScope© curriculum or Creative Curriculum®, 6th Edition. Teachers will be required to attend mandatory curriculum training unless the Agency can provide proof of training completion.
* The SPP service duration will be 6 hours per day and 180 days per school year.

|  |
| --- |
| **Service Locations** |
| **Site Name** | **Number of Classes** | **Program Start Date** | **Number of Students** | **Address** | **Hours** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

DEEL Responsibilities

* DEEL will organize curriculum training for all SPP teachers/ instructional staff.
* 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.
* The DEEL Coach will provide support on the fidelity of curricula implementation.

**Agency Operations**

Agency Responsibilities

* The Agency will be encouraged to make extended care options available to families outside of the SPP hours. 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. Agency rates for extended care services must not exceed the Agency’s private pay rate for comparable hours of care.
* The Agency will be required to follow the SPP “Zero Expulsion and Suspension Policy.”

DEEL Responsibilities

* If the Agency provides extended care services, information about the costs for these services will be collected by DEEL.
* DEEL will provide technical assistance to the Agency on the “Zero Expulsion and Suspension Policy.” The DEEL assigned Coach will work with the Agency to discuss persistent behavioral concerns.

**Selection**

Agency Responsibilities

Children in SPP classrooms may be selected by the Agency in one or more of the following ways:

* *Selected by Agency to meet programmatic requirements (eligible/alignment):* If the Agency offers Head Start, ECEAP, dual language programs, or special education services, it may select a percentage of SPP children for these classrooms.
* *Selected by Agency for continuity of care (eligible/grandfathered):* A percentage of children who have been enrolled with an Agency as two and three year olds may enroll in SPP classrooms. These children will be considered “grandfathered” into the program and considered DEEL-selected.
* *Selected by Agency (ineligible):* A limited percentage of children may be served in SPP classrooms but ineligible for SPP. No SPP funds will be paid to directly support ineligible children. Ineligible children will not be included in calculating performance targets.

The maximum percentage of children in each category is detailed in the table below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Site/Classroom** | **Classroom Capacity** | **# of Eligible/ Grandfathered****(XX%)**  | **# of Eligible/ Alignment (XX%)** | **# of Ineligible (15%)** | **# of DEEL-Selected** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

DEEL Responsibilities

* DEEL will select and place children, who are eligible for SPP as shown in the table above.
* DEEL will work with the Agency to determine the percentage of Agency-selected participants, if applicable.
* If Agency-selected children withdraw, DEEL will assign children to the available slots.

**Enrollment**

Agency Responsibilities

* All children must have complete enrollment paperwork prior to the first day of service in an SPP classroom.
* Agencies will work with their assigned DEEL Human Services Coordinator to verify that all Agency-selected children in contracted classrooms complete SPP enrollment forms prior to their first day of service.
* Agencies must report withdrawals within 2 business days of child’s exit date.

DEEL Responsibilities

DEEL will process all enrollment paperwork and communicate enrollment status with Agency representatives and families within 10 business days of receipt of complete enrollment documentation.

**Data**

Agency Responsibilities

All data reported to DEEL will be reported in a City-approved reporting mechanism. The Agency will attend DEEL required trainings for accurate and timely reporting.

* + The Agency will allow DEEL and its contracted evaluation partners to access information and assessment data from DEL, the University of Washington, and Child Care Aware/Child Care Resources pertaining to Agency’s Early Achievers’ scores.
	+ The Agency will maintain all child and staff records using the DEEL approved data reporting systems, including:
	+ Ages & Stages Questionnaires® (ASQ) Online
	+ TeachingStrategies® Gold
	+ DEEL Data system
	+ MERIT system

**Health and Safety**

Agency Responsibilities

***Screenings***

* The Agency will verify 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 (except for children with current Individualized Education Programs-- IEPs) for early identification of developmental and or behavioral concerns within 30 calendar days of the start of the school year or child enrollment using the following tools:
	+ Ages & Stages Questionnaires® (ASQ-3)
	+ Ages & Stages Questionnaires®: Social-Emotional (ASQ:SE-2)

***Health Records****:* The Agency must maintain current and confidential health files on all enrolled children. All screening results will be shared with families at least three times per year.

DEEL Responsibilities

***Screenings:*** DEEL will coordinate training for health screenings with Public Health - Seattle & King County (PHSKC) and monitor completion of screenings.

***Health Records:*** DEEL staff will monitor health records.

**Personnel**

Agency Responsibilities

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

**SPP Lead Teacher:**SPP lead teachers will be paid according to their education. There will be three minimum salary levels based on qualifications for SPP lead teachers.

1. *Does not meet requirements or has been granted a waiver.* Lead teachers who have taught at the Agency prior to being placed in an SPP classroom will be considered “grandfathered” into the program on the condition that they meet requirements within four years, or are granted a waiver. Lead teachers must be paid a minimum of $14 per hour plus benefits (including paid time off and holidays).
2. *Qualifying MERIT-verified bachelor’s degree in Early Childhood Education (ECE).* A Lead teacher with a MERIT-verified Bachelor’s degree with at least 30 ECE credits must be paid a minimum of $24 per hour plus benefits (including paid time off and holidays).
3. *OSPI teaching certification with P-3 endorsement.* A Lead teacher who hold a Washington State teaching certificate with an Early Childhood Education or Early Childhood Special Education (P-3) endorsement will be paid according to the Seattle Public Schools Certificated, Non-Supervisory Staff Salary Schedule 2016-17.

**Lead Teacher Release Time:** The Agency will plan for teacher release time, and establish adequate staffing and ratios to maintain classroom quality and routines during a teacher’s absence.

The Agency will compensate teachers for all duties beyond six hours of classrooms instruction per day, an average of two hours of planning time per day, and other periodic SPP responsibilities, such as training or meetings. SPP funds may not be used for duties in addition to SPP. Agency compensation for additional work may supplement the minimum SPP pay levels.

***SPP Assistant Teacher****:* SPP assistant teachers will be paid according to their education. There will be two minimum salary levels based on qualifications for SPP assistant teachers.

1. *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 $12 per hour plus benefits (including paid time off and holidays).
2. *Meets requirements.* Assistant teachers who hold a MERIT-verified Associate’s degree with at least 20 ECE credits will be paid a minimum of $16 per hour plus benefits (including paid time off and holidays).

**Assistant Teacher Release Time:** The Agency will plan for teacher release time, and establish adequate staffing and ratios to maintain classroom quality and routines during a teacher’s absence.

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 Early Childhood Education - 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.

DEEL Responsibilities

* DEEL will collect teacher education and salary information from the Agency at the beginning of the contract period and upon any new teacher or assistant teacher hiring.
* DEEL will monitor that the Agency is providing teacher’s with release time to participate in DEEL required trainings.
* DEEL will process the reimbursements received from the Agency for release time for the lead and assistant teacher.
* For all DEEL sponsored trainings, DEEL maintains/tracks attendance and enters all training into MERIT.
* DEEL will provide the Agency with the Seattle Public Schools Certificated Non-Supervisory Salary Schedule 2016-17, if needed.

**Family Engagement and Support**

Agency Responsibilities

***Family Engagement Funds:*** The Agency will submit a culturally-relevant plan for partnering with families and communities in order to improve child outcomes. An award of $787 will be granted for each SPP classroom and will be expected to be used for family engagement activities.

DEEL Responsibilities

***Family Engagement Funds:*** DEEL staff will provide technical assistance to the Agency on family engagement activities.

**Classroom Startup Funds**

Agency Responsibilities

The Agency will submit an approved plan 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. The Agency will be awarded $7,500 for each classroom previously operated as a Pre-K classroom in the prior school year and $10,000 for each new SPP classroom after purchases have been reviewed and approved. Once a classroom has received start-up funds it is not eligible for another startup award.

DEEL Responsibilities

DEEL Education Specialist will provide technical assistance to the Agency on developing the plan. Plans must be approved prior to purchasing. The Early Education Specialist will review purchases to confirm that the plan was executed.

**Professional Development**

Agency Responsibilities

* The SPP daily schedule includes two hours of planning time away from children for teachers and assistant teachers to participate to develop classroom plans, participate in one-on-one meetings with the coach, and to complete child assessment notes and individual child plans.
* The Agency will participate in professional development trainings provided by DEEL at no cost to the Agency.
* The Agency will require that identified SPP staff will be available to work with the assigned DEEL Coach, who will provide culturally responsive instructional coaching in each classroom that includes curriculum training and individualized support.
* 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.
* Teachers who receive tuition support to meet SPP requirements will be expected to meet these expectations by the time they complete their degree programs.

DEEL Responsibilities

* DEEL staff will provide a calendar of required trainings to the Agency at the beginning of the contract period.
* DEEL will provide differentiated classroom based instructional coaching for each classroom that is culturally responsive and data driven.
* When ES/CO and IS scores are not achieved, the assigned DEEL coach will develop goals in this area as part of the teacher’s Professional Development Plan (PDP) and the classroom’s Quality Improvement Plans (QIP).
* DEEL will provide support for teachers to meet SPP education requirements.

**Evaluation**

Agency Responsibilities

The Agency will fully participate in all evaluation activities specified in the SPP Comprehensive Evaluation Strategy.

The Agency will complete other data collection and assessment as specified in the SPP Program Manual.

DEEL Responsibilities

DEEL staff and its contracted evaluation partners will coordinate program evaluation activities.

**EXHIBIT B**

**Investment Plan, Payment Terms and Reporting Requirements**

For the period of performance beginning **July 1, 2016** through **June 30, 2017**, 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** | **2016 SPP** | **2017 SPP** | **Total** |
| Baseline Payment  |  |  |  |
| Performance Payment  |  |  |  |
| Adjustments |  |  |  |
| **Total** |  |  |  |

**TERMS OF PAYMENT:**

1. **Baseline Pay**: The Agency will be paid a maximum of $xxx for Baseline Payment in twelve (12) monthly installments. See invoice template (Exhibit C) for monthly amounts.
2. **Performance Pay:** The Agency will be paid a maximum of $xxx (“Performance Pay”) for performance targets in the amounts indicated below in the Performance Pay Table. The Agency will receive three-types of Performance Payments: Enrollment, Fixed Payments and Banded Payments. The Performance Pay Table outlines the dates that each measure must be completed by and the expected dates when the Agency may invoice for performance payments.

**Enrollment**: The Agency will receive payment for enrollment based on actual number of Agency-selected children enrolled in SPP up to a maximum of $xxx. This measure does not include children selected and placed by DEEL, including children “grandfathered” into the program.

**Fixed Payments**:

1. **Classroom Startup:** The Agency will be paid a maximum of $xx for Classroom Startup. The Agency will submit an approved Classroom Startup Plan (Exhibit G). The Agency will receive $7,500 for each classroom previously operated as a non-SPP Pre-K classroom in the prior school year and $10,000 for each new SPP classroom. Classrooms that have already received start-up funds will not be eligible for another award.

1. **Family Engagement:** The Agency will be paid a maximum of $xxx for family engagement activities. Each SPP classroom shall receive $787 to pay for family engagement activities. The Agency will submit the Family Engagement Plan (Exhibit H).
2. **Kindergarten Transition:** The Agency will be paid a maximum of $xx for Kindergarten Transition. $XX will be paid in 2016 for proposed Kindergarten Transition Action Plan (Exhibit F) due by October 31, 2016 and $XX in 2017 for completing the Kindergarten Transition Action Plan showing outcomes achieved by May 31, 2017.

**Banded Payments:** For all other performance pay measures, 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% |

1. **Adjustments (if any):** If there are any changes that affect the Baseline Pay such as changes to staff education levels or student funding, DEEL will use this payment category to make payment adjustments (either increase or decrease).
2. Should the Agency earn less than the maximum Contract Price, the City will retain any unspent funds.
3. 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.

**Performance Pay Table**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Must be completed by** | **Expected invoice date** | **Performance Targets** | **Target****(does not include ineligible children)** | **Maximum Performance Payment** |
| **08/31/2016** | **10/10/2016****(Sep. 2016 invoice)** | Submit a Classroom Startup Plan to the Early Education Specialist.**Verification: Copy of Classroom Startup Plan submitted and approved by Early Education Specialist**  | N/A |  |
| **08/31/2016** | **10/10/2016** **(Sep. 2016 invoice)** | Submit a Family Engagement Plan to the Early Education Specialist.**Verification: Copy of Family Engagement Plan submitted and approved by Early Education Specialist.** | N/A |  |
| **10/31/2016** | **12/10/2016****(Nov. 2016 invoice)** | # of children enrolled/selected by the agency in SPP by October 31, 2016.**Verification: Agency will update information in DEEL data system, calculated by DEEL Data team, verified by Early Education Specialist.** |   | **$** |
| **10/31/2016** | **12/10/2016****(Nov. 2016 invoice)** | Submit a Kindergarten Transition Action Plan to the Early Education Specialist.**Verification: Copy of Transition Plan submitted and approved by Early Education Specialist.** | N/A | **$** |
| **11/15/2016** | **03/10/2017****(Feb. 2017 invoice)** | # of children with completed TeachingStrategies Gold Assessments in Fall 2016. **Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.** |   | **$** |
| **12/31/2016** | **02/10/2017****(Jan. 2017 invoice)** | Complete health screenings for each child within 90 days of child’s start date.**Verification: Agency will update information in DEEL data system and approved by Early Education Specialist.** |   | **$** |
| **02/28/2017** | **05/10/2017****(Apr. 2017 invoice)** | # of children with completed TeachingStrategies Gold Assessments in Winter 2017. **Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.** |   | **$** |
| **05/30/2017** | **07/31/2017****(Jun. 2017 invoice)** | # of children with completed TeachingStrategies Gold Assessments in Spring 2017. **Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.** |   | **$** |
| **05/31/2017** | **07/31/2017****(Jun. 2017 invoice)** | Submit a completed Kindergarten Transition Action Plan showing outcomes achieved.**Verification: Copy of Transition Plan submitted and approved by Early Education Specialist.** |  N/A | **$** |
| **06/30/2017** | **07/31/2017****(Jun. 2017 invoice)** | % of contracted slots will attend 85% of eligible days.**Verification: Agency will update information in DEEL Data system, calculated by DEEL Data staff, verified by Early Education Specialist.** |   | **$** |
| **Total Maximum Performance Payment** | **$** |

**REPORTING REQUIREMENTS**

All reports and invoice back-up documentation submitted to DEEL shall not contain any child’s personal identifiable information and shall be submitted by the appropriate deadlines. If reports are not received in a timely manner or data entry is not completed, invoices will be held for payment until all pending reports are received and approved.

1. **Invoice Payment Form (Exhibit C):** 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 2016 calendar year which is due **January 4th, 2017** and the final invoice of 2017 which is due by **July 31, 2017**.The City will make payment within 30 days of receiving an invoice, contingent upon receipt of all required reports and documentation.
* Invoicing for Performance Payment Targets: The Grants and Contracts Specialist will send the Agency an email detailing the earned payment amount for each performance target calculated by DEEL Data staff. The Agency will attach the email to the invoice when requesting payment for calculated measured.
* For other measures: The Agency will follow the verification process as outlined in the Deliverables Report (Exhibit D).
1. **Deliverables Report (Exhibit D):** The Agency will submit the Deliverables Report (Exhibit D), September 2016 – June 2017 with the invoice.
2. **Staff Report (Exhibit E):** The Agency will submit a Staff Report (Exhibit E) or a similar report any time staffing changes occur, as mutually agreed upon by the City and the Agency..
3. **MERIT “Professional Record” Report:** 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 its teachers.
4. **Program Operating Budget:** The Agency will submit a Program Operating Budget to the DEEL Early Education Specialist within 30 days of the contract start date.
5. **Monthly Attendance Data Entry:** The Agency will enter attendance information into DEEL approved data system monthly. The Early Education Specialist will verify attendance information prior to monthly invoice payment.

**INVOICE PAYMENT FORM**

**[insert invoice payment form]**

**Deliverables Report**

**Agency/Site\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Month\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |
| --- | --- | --- | --- |
| **Must be completed by** | **Contract Reporting Requirement** | Target**(does not include ineligible children)** | Achieved |
| **Monthly** | All attendance data will be entered by the end of the month.**Verification: Agency will update information in DEEL data system, calculated by DEEL Data staff, verified by Early Education Specialist.** |  |  |
| **08/31/2016** | Submit a Classroom Startup Plan to the Early Education Specialist.**Verification: Copy of Classroom Startup Plan submitted and approved by Early Education Specialist.** |  |  |
| **08/31/2016** | Submit a Family Engagement Plan to the Early Education Specialist.**Verification: Copy of Family Engagement Plan submitted and approved by Early Education Specialist** |  |  |
| **10/31/2016** | Children will be enrolled/selected by the Agency in SPP by October 31, 2016.**Verification: Agency will update information in DEEL data system, calculated by DEEL Data staff, verified by Early Education Specialist.** |  |  |
| **10/31/2016** | Submit a completed Kindergarten Transition Plan to the Early Education Specialist.**Verification: Copy of Transition Plan submitted and approved by Early Education Specialist.** | 1 |  |
| **10/31/2016** | Each teacher will develop or update a Professional Development Plan with his/her DEEL Coach.**Verification: Copy of Professional Development Plan submitted and approved by DEEL Coach and Early Education Specialist.** | 1 |  |
| **10/31/2016** (or within 30 calendar days from the child’s first service date) | The Agency will complete a developmental screening by using the following tools: ASQ-3 and ASQ-SE-2. **Verification: Agency will update information in ASQ Online, calculated by DEEL Data staff, verified by Early Education Specialist.** |  |  |
| **11/15/2016** | The Agency will work in partnership with a City-funded consultant to complete the Fall Peabody Picture Vocabulary Test 4th edition.**Verification: PPVT report will be submitted from City consultant and verified by Early Education Specialist.** |  |  |
| **11/15/2016** | Complete Fall TeachingStrategies Gold Assessment portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline.**Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.** |  |  |
| **12/31/2016** | Complete health screenings for each child within 90 days of the child’s start date.**Verification: Agency will update information in DEEL data system, calculated by DEEL Data staff, verified by Early Education Specialist.** |  |  |
| **01/31/2017** | The Agency will work in partnership with a DEEL Coach to discuss or update the teachers’ progress on the Classroom Quality Improvement Plans. The Agency will provide the Early Education Specialist with the completed QIP.**Verification: Copy of QIP submitted and approved by DEEL Coach and Early Education Specialist.** |  |  |
| **02/15/2017** | The Agency will participate in the first data meeting.**Verification: Meeting attendance will be verified by Early Education Specialist.** | 1 |  |
| **02/28/2017** | Complete Winter TeachingStrategies Gold Assessment portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline.**Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.** |  |  |
| **03/31/2017** | Complete a second developmental screening for each child using the ASQ-3 and/or ASQ-SE-2 for children progressing atypically.**Verification: Agency will update information in ASQ Online, calculated by DEEL Data staff, verified by Early Education Specialist.** |  |  |
| **04/15/2017** | The Agency will participate in the 2nd Data meeting.**Verification: Meeting attendance will be verified by Early Education Specialist.** | 1 |  |
| **05/15/2017** | The Agency will work in partnership with a City-funded consultant to complete the Spring Peabody Picture Vocabulary Test 4th edition.**Verification: PPVT report will be submitted from City consultant and verified by Early Education Specialist.** |  |  |
| **05/30/2017** | Complete Spring TeachingStrategies Gold Assessment portfolios for all children enrolled for at least 60 days prior to the Spring checkpoint deadline.**Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.** |  |  |
| **05/31/2017** | Each teacher will develop or update a Professional Development Plan with his/her DEEL Coach.**Verification: Copy of Professional Development Plan submitted and approved by DEEL Coach and Early Education Specialist.** | 1 |  |
| **05/31/2017** | Complete or update progress on teacher Professional Development Plan with his/her DEEL Coach on the Classroom Quality Improvement Plans. The Agency will provide the Education Specialist with the completed QIP.**Verification: Copy of QIP submitted and approved by DEEL Coach and Early Education Specialist.** | 1 |  |
| **05/31/2017** | Submit a completed Family Engagement Plan showing outcomes achieved to the Early Education Specialist.**Verification: Copy of Family Engagement Plan/Outcomes Report submitted and approved by Early Education Specialist.** |  |  |
| **05/31/2017** | The Agency will submit a completed Kindergarten Transition Action Plan showing outcomes achieved.**Verification: Copy of completed Kindergarten Transition Plan submitted and approved by Early Education Specialist.** | 1 |  |

**STAFF REPORT**



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Strategy/ Action Required** | **Proposed timeline** | **Person Responsible** | **Completion Date** | **Narrative including # of participants*****Brief description of the activities to meet the goals in your proposed timeline*** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Strategy/ Action Required** | **Proposed timeline** | **Person Responsible** | **Completion Date** | **Narrative including # of participants*****Brief description of the activities to meet the goals in your proposed timeline*** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Classroom Startup Plan**

|  |  |
| --- | --- |
| **Name of Agency** |   |
| **Funding Amount** |   |
| **Classroom and Location** |   |
| **Date Submitted** |   |

1. Please list the outcomes your agency is focusing on through your start-up fund investments.

Outcome 1:

Outcome 2:

Outcome 3:

*{Examples: Improved classroom organization, more appropriate outdoor play equipment for preschool ages, strengthened capacity to use technology for instruction, etc.)*

1. Please check the boxes next to classroom categories that align with where you will be using your start-up funds. Next to the checked boxes, list the types of expected purchases.

|  |  |  |
| --- | --- | --- |
| Check all that Apply | Category | Expected purchases |
|  | Curriculum |  |
|  | Furnishings |  |
|  | Outdoor Equipment |  |
|  | Small Renovations/ Modifications |  |
|  | Technology |  |
|  | Other |  |

**Signatures:***My signature below indicates that I have reviewed the information recorded in the Classroom Startup Plan and that I understand its contents and agree to carrying out my responsibilities as they relate to meeting objectives and achieving outcomes:*

**Initial Plan Approval**

Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

DEEL Education Specialist \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Payment Approval**

DEEL Education Specialist \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**ATTACHMENT 1:**

**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.

**Equal Benefits Compliance Declaration**

|  |
| --- |
| **Agency: 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.

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.

[ ]  **Non-Compliant** The Contractor does not comply and does not intend to comply, and refuses all options provided above.

**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.

1. 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.
2. The Co 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.
3. "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: \_\_\_\_\_\_\_\_\_\_\_\_

# City of Seattle

# INSURANCE REQUIREMENTS TRANSMITTAL FORM

This Insurance Requirements and Transmittal Form shall serve as an attachment and/or exhibit form to the Contract, and shall be interpreted and applied together as a single contractual instrument between the City of Seattle and the Agency.

**Upon award of the Contract, the Agency shall maintain continuously throughout the entire term of the Contract, 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”)

$2,000,000 Products/Completed Operations Aggregate

$2,000,000 General Aggregate

$1,000,000 each accident/disease—policy limit/disease—each employee stop gap/Employer’s Liability

 **☒ Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH **MINIMUM LIMITS** **OF LIABILITY OF $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.

**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 $      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** insurancefor bodily injury, death, property damage, contractual and passenger liability 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 agency’s profession. The minimum limit shall be **[ ]** $1,000,000 or **[ ]**  $      each claim.

**[ ]  Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee theft, wire transfer, forgery & mail coverage, and client coverage)** withminimum limit **[ ]** $1,000,000 or **[ ]**  $      per occurrence and in the aggregate. Coverage shall include ‘Joint Loss Payable’ ISO form CR 20 15 10/10 or equivalent; and “Provide Required Notice of Cancellation to Another Entity’ SIO form CR 20 17 10/10.

**[ ]  Technology Errors & Omission (E&O) Insurance** including but not limited to security and privacy liability withminimum limit of **[ ]** $1,000,000 or **[ ]**  $      each claim.

**[ ]  Information Technology –Cyber Liability (Network Security Liability and Privacy Liability)** withminimum limit **[ ]** $1,000,000 or **[ ]**  $      per occurrence and in the aggregate. Coverage shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Agency’s Internet and Network Activities including coverage for, but not limited to, the following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of Agency’s computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Agency’s computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

1. **CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** Agency shall include “the City of Seattle” as an additional insured to all of the insurance coverage listed and checked above in Sections A and/or Sections B; which must also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by Contractor’s insurance coverage to provide the City of Seattle additional insured coverage as set forth herein.
2. **NO LIMITATION OF LIABILITY:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle’s requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Agency or any of the Agency’s insurers. The City shall be an additional insured as required in paragraph C. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
3. **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** Agency’s insurance policy shall include a “separation of insureds” or “severability” clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer’s liability. Agency’s insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Agency’s insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Agency’s CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer’s Liability exclusion, (e) any “Insured vs. Insured” or “cross-liability” exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. Agency’s failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Agency or reduced and/or offset against the Contract.
4. **SUBSTITUTION OF SUBCONTRACTOR’S INSURANCE:** If portions of the scope of work are subcontracted, the subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified in this Insurance Transmittal Form are satisfied.
5. **NOTICE OF CANCELLATION:** The above checked insurance coverages shall not be canceled by Agency or Insurer without at least forty-five (45) days written notice to the City, except ten (10) days’ notice for non-payment of premium.
6. **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 the Contract. The Agency shall either maintain “claims made” forms coverage for a minimum of three years following the expiration or earlier termination of the Contract, 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 Agency’s financial responsibility for liability for services performed.
7. **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.
8. **SELF-INSURANCE:** The City acknowledges that the Agency 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 Agency shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
9. **EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** Agency must provide the following list of evidence of insurance:
10. A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
11. An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL/MGL or other additional insurances required (and if required Agency’s Pollution Liability insurance policy).
12. A copy of all other amendatory policy endorsements or exclusions of Agency’s insurance CGL/MGL policy that evidences the coverage required.

At any time upon the City’s request, Agency shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, Agency shall also cause a complete and certified copy of the requested policy to be timely furnished to the City of Seattle.

**NOTE: CERTIFICATES WITHOUT ATTACHED ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED WORDING COVERAGE FOR THE CITY OF SEATTLE WILL NOT BE APPROVED!**