



# SCHOOL BOARD ACTION REPORT

**DATE:** January 24, 2017  
**FROM:** Dr. Larry Nyland, Superintendent  
**LEAD STAFF:** Michael Tolley, Associate Superintendent of Teaching and Learning  
[mftolley@seattleschools.org](mailto:mftolley@seattleschools.org); Cashel Toner, Executive Director of Curriculum and Instruction Support, [cctoner@seattleschools.org](mailto:cctoner@seattleschools.org)

## 1. TITLE

City of Seattle Department of Education and Early Learning/Seattle Preschool Program Service Agreement 2017-2018

**For Introduction:** February 15, 2017  
**For Action:** March 1, 2017

## 2. PURPOSE

This Board Action Report authorizes the Superintendent to enter into a Service Agreement with and accept Seattle Preschool Program grant funds from the City of Seattle Department of Education and Early Learning. Acceptance of funds will allow continuation of 8 Seattle Preschool Program classrooms currently operated by the District and the expansion of up to 9 new classrooms, for a total of up to 17 classrooms.

## 3. RECOMMENDED MOTIONS

- A. I move that the School Board authorize the Superintendent to enter into a Service Agreement for the 2017-18 school year with the City of Seattle Department of Education and Early Learning in an amount up to \$2,828,101 to operate 13 Seattle Preschool Program classrooms, in the form of the draft Agreement attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary steps to implement this action. The classrooms in this motion include eight existing Seattle Preschool Program classrooms, three existing classrooms at South Shore, and two Head Start classrooms that could convert to full day.

<b>Classrooms Included in Motion A</b>
<b>8 Existing classrooms:</b>
(1) Bailey Gatzert*
(1) Van Asselt
(1) Original Van Asselt*
(1) Dearborn Park
(1) Highland Park
(1) Louisa Boren K-8 STEM*
(1) Thornton Creek*
(1) Arbor Heights
<i>*Existing classrooms convert to inclusion classrooms</i>
<b>5 Existing classrooms converting to SPP:</b>
(2) Head Start (locations to be determined)
(3) South Shore

And

- B. I move that the School Board authorize the Superintendent to enter into a Service Agreement for the 2017-18 school year with the City of Seattle Department of Education and Early Learning in an amount up to \$994,203 to open a minimum of two and up to four Seattle Preschool Program classrooms. Seattle Public Schools will work within funding and capacity limitations. This motion, if approved along with motion “A” would bring the total number of classrooms operated by Seattle Public Schools to 17.

<b>Classrooms Included in Motion B</b>
(1) Olympic Hills
(2) Cedar Park
(1) BF Day

#### **4. BACKGROUND INFORMATION**

- a. **Background** This request is aligned to Goal 1, Strategy 3 of the District’s Strategic Plan. Goal 1 is to “Ensure Educational Excellence and Equity for Every Student.” Strategy Three is to “Commit to Early Learning as the Foundation for Future Academic Success.” A key initiative to achieve this strategy is to develop and align partnerships to support kindergarten readiness. Currently, Seattle Public School buildings offer preschool experiences in programs including Head Start, Developmental Preschool, Community Based Preschool and Seattle Preschool Program in 66 classrooms, offering services to 1,638 children.

The four-year demonstration project known as the Seattle Preschool Program (SPP) has significant implications for Seattle Public Schools’ vision of graduating 100% of its students ready for college, career, and life. A large body of scientific evidence has shown that the fundamental architecture of the brain is established before a child enters kindergarten. As a result, in the absence of high quality preschool, many children enter with a preparedness gap. If successful, SPP will reduce and potentially eliminate the preparedness gap that currently exists for students entering the District’s kindergarten program, increasing the likelihood that SPS will move closer to achieving its vision for all students.

While community-based organizations have to follow a competitive process for SPP classrooms, SPS has the ability to contract directly with the City of Seattle for a specific number of classrooms. In 2014-2015, the School Board authorized 3 SPP classrooms operated by Seattle Public Schools. In 2015-2016, the Board authorized 8 SPP classrooms. This motion would increase the total up to 17 SPP classrooms, or up to 326, high-quality, SPS-SPP preschool slots. Forty of those slots will be used to convert two SPS Head Start half-day classrooms to two full-day classrooms using a blended SPP/Head Start funding model. The benefits of a full day model for students is well documented by the Federal Office of Head Start.

b. **Alternatives**

The alternative to this motion is to reject grant funds from the City of Seattle for the Seattle Preschool Program. This is not recommended as these funds provide support for fulfilling the District goal of eliminating opportunity gaps, in this case the kindergarten preparedness gap. These funds also provide support for fulfilling the goals of the PreK-3rd Action Plan and addressing the three main goals of the District’s Strategic Plan, in particular Goal 1, Strategy 3, “Commit to early learning education as the foundation for future academic success.”

c. **Research**

There is strong evidence to show that young children who participate in high-quality preschool programs enter school more ready to learn than their peers.

Several state studies have also documented significant cognitive and performance gains for children who receive preschool. In Georgia, children who attended the state’s universal preschool program overcame the achievement gap they faced prior to enrolling in Pre-K by the time they finished kindergarten. In Oklahoma, participation in Pre-K was a more powerful predictor of children’s pre-reading and pre-writing scores than demographic variables such as race, family income, and mother’s education level.

Three major longitudinal studies which began in the 1960s and 1970s—the HighScope Perry Preschool Project, the Chicago Parent Centers, and the Abecedarian Project—show demonstrably positive effects of quality Pre-K on the future lives of young children. These projects remain relevant because they tracked the short- and long-term progress of participants, including one study that followed former program participants and a control group through age forty. Of these students, 77% eventually graduated from high school, compared with 60% from the control group.

5. **FISCAL IMPACT/REVENUE SOURCE**

If Motions A and B are approved, revenue in the amount up to \$3,822,304 (current 8 classroom cost + estimated cost for up to 9 new classrooms) will be received from the City of Seattle Department of Education and Early Learning to deliver high-quality preschool in collaboration and alignment with the City of Seattle’s Seattle Preschool Program.

**Motion A: \$2,828,101**

8 existing classrooms (4 existing classrooms converting to inclusion classrooms),  
5 existing classrooms converting to SPP (South Shore and Head Start)

**Motion B: \$994,203**

4 new classrooms at Cedar Park (2), Olympic Hills (1) and BF Day (1)

The Seattle Preschool Program funding model is designed with a 75% base fund allocation and 25% performance pay framework. In order to ensure no funds intended solely for K-12 purposes are used to support the Seattle Preschool Program, the District has created a reserve account in

which it sets aside earned performance pay from previous years to cover any shortage of resources due to performance milestones not being met. (Note: this reserve account was made possible by a private grant that allowed funding to be set aside at the beginning of the school year to cover any missed milestone or unforeseen cost.) All performance pay has been received to date.

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

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

## **6. COMMUNITY ENGAGEMENT**

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

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

Building and improving the Seattle Preschool Program through community engagement has been an ongoing process shared between community, various departments within SPS, and the City of Seattle. At the request of the SPS School Board, a Preschool Taskforce was formed in May 2016 to assess the risk and benefit of sustaining and expanding preschool offerings in SPS, and to make recommendations on the development of special education inclusion preschool classrooms. The Preschool Task Force submitted recommendations to the Superintendent in the Preschool Task Force Final Report in January 2017. The report included:

- Input on creating inclusive preschools in Seattle Public Schools (blending special education preschool students and typically developing preschool students);
- Recommendations on the funding structure for Seattle Preschool Program classrooms and the financial impact preschool has on K-12 buildings; and
- Analysis of preschool offerings within each middle school feeder pattern and building a continuum of services for diverse populations within each middle school feeder area.

In November 2016 SPS-SPP classrooms surveyed current preschool families. When the data from these surveys is available it will help us understand how we are doing and how we can improve our program.

## **7. EQUITY ANALYSIS**

Through the work of the Preschool Task Force, SPS Early Learning Department and the City of Seattle, we have been able to identify some key outcomes for the Seattle Preschool Program. Seattle Preschool Program (SPP) aims to raise the quality of preschool instruction and expand

access to high quality instruction to address the preparedness gap that often exists in families with low income and children of color.

The Preschool Task Force worked to address access and equity through the development of these three statements:

**Statement of Intended Services**

An affirmation statement between Seattle Public Schools and City of Seattle to create inclusive preschools in Seattle that seek out and welcome students regardless of their race, socioeconomic status, social-emotional learning needs or learning style.

**Community Outreach Statement**

Purposeful outreach to families with specific intent of creating classrooms with a diverse student population with varying abilities.

**Inclusion (Continuum of Services) Statement**

The development of special education inclusion preschool classrooms consistent with the District’s goal of offering a continuum of educational placements within each middle school feeder area, and a plan for coordination between SPS classrooms and Developmental Preschool.

The District placed our first three SPP classrooms in historically underserved neighborhoods and this year expanded our P-5 campuses to eight schools. Preschool enrollment data will help us determine where future SPP sites should be located. Creating access to high-quality preschool in all geographic regions of our city will be important as we move forward.

Staff recognize the District’s capacity challenges and recommend Cedar Park, Olympic Hills and BF Day for potential partnership based on current projections. Facilities staff will continue to monitor enrollment at these sites, projections for capacity and capability for SPP partnership. If there is a significant shift in enrollment projections in these communities, one or more of these sites may not move forward. Should any of these sites become a Seattle Preschool Program, the City is aware that capacity is reviewed on an annual basis.

**8. STUDENT BENEFIT**

If successful, SPP will reduce and potentially eliminate the preparedness gap that currently exists for students entering the District’s kindergarten program, increasing the likelihood that SPS will move closer to achieving its vision of 100% graduation for all students.

Seattle Public Schools Department of Early Learning and Seattle Public Schools Special Education Departments are currently exploring various blended inclusive preschool classroom models. Inclusion in early childhood programs refers to including children with disabilities in early childhood programs together with their peers without disabilities. Research supports the benefits of inclusion for young children with and without disabilities. Children with disabilities who attend pre-k inclusive environments demonstrate gains in social skills, self-regulation, language development and cognition. Inclusive settings also provide social and educational benefits to typically developing students.

**9. WHY BOARD ACTION IS NECESSARY**

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. \_\_\_\_\_, [TITLE], provides the Board shall approve this item
- Other: Authorizing Superintendent to enter into a Service Agreement with City of Seattle

**10. BOARD COMMITTEE RECOMMENDATION**

The motion to continue eight existing classrooms and add up to nine new SPP classrooms was discussed at the Executive Committee meeting on February 2, 2017. The Committee reviewed the original motion and recommended the Board Action Report be revised to include Motions A and B. The Executive Committee recommended that the classrooms listed under Motion A move forward for approval and the classrooms listed under Motion B move forward for consideration.

**11. TIMELINE FOR IMPLEMENTATION**

Upon approval of Motions A and B, SPS Early Learning Department and each new school will move forward with implementation plans. Teachers will be hired, enrollment will begin, materials for new classrooms will be purchased and staff members at new schools will be oriented and ready to receive an SPP classroom. We will work with the Special Education staff and their community of preschool families to distribute and collect letters of interest to determine which families would be interested in full day blended inclusion preschool for the 2017-2018 school year.

**12. ATTACHMENTS**

- 2017-2018 Service Agreement (draft for approval)
- Seattle Public Schools / City of Seattle Partnership Agreement (for reference, approved May 2015)
- 2015-16 Service Agreement (for reference, approved August 2015)
- 2016-17 Service Agreement Amendment (for reference, approved March 2016)
- Budget Proposal (draft)

**SEATTLE PRESCHOOL PROGRAM  
CLASSROOM SERVICE AGREEMENT  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
CITY OF SEATTLE**

This Service Agreement ("Agreement") is entered into between Seattle School District No. 1, a Washington municipal corporation ("District"), and the City of Seattle, an incorporated city in Washington State ("City"), as of the date of execution of the last party hereto; for the purpose of providing Seattle Preschool Program ("SPP") classrooms at District facilities.

**WITNESSETH:**

WHEREAS, the City and District embrace the understanding that quality early learning programs are critical for closing the readiness gap experienced by Seattle's students; and

WHEREAS, the City of Seattle passed the Seattle Preschool Program Levy, the demonstration phase of a universal preschool program for 3 and 4-year-old children in Seattle; and

WHEREAS, the District has expertise in the education of Seattle's youth and many convenient locations for families conducive for preschool instruction; and

WHEREAS, the City desires for the District to provide preschool services to the youth of Seattle as part of the Seattle Preschool Program; and

WHEREAS, because the District chooses to become a Seattle Preschool Program Service Provider; the City and District desire to define their respective obligations and duties to the other and establish a written structure for the District's delivery of preschool education under the SPP program;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, the District and the City agree as follows:

**I. RESPONSIBILITIES OF THE DISTRICT**

- a. HIGHLY QUALIFIED TEACHERS: The District will assign certificated teachers with preference toward teachers with experience in early childhood development and P-3 endorsement in all District SPP classrooms. The District will require SPP teachers to have or obtain their P-3 endorsement within three (3) months of assignment. District Head Start classrooms will follow Federal Head Start Guidelines, but will work toward meeting SPP teacher requirements. Any additional compensation for teacher qualifications will be paid according to SPP guidelines.
- b. PROGRAM STANDARDS AND REQUIREMENTS: Pursuant to the Partnership Agreement, the District will adhere to all SPP quality requirements including, but not limited to: participation in Early Achievers, requiring and reporting teacher qualifications in the MERIT system, and participation in the evaluation of SPP.
- c. SITES: The District will provide SPP preschool education to 3 and 4-year-old children at <INSERT> District facilities for a total of <INSERT #> classrooms. The District will operate SPP classrooms at the following locations:

- i. <INSERT>
- d. SEATTLE EDUCATION ASSOCIATION: Pursuant to the Partnership Agreement: instructional staff from District-operated SPP programs will participate in professional development and coaching to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s).
  - i. Embedded Coaching. Whereas the City requires embedded coaching in all SPP classrooms, instructional staff from District-operated SPP programs will participate in coaching to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s). Coaching will not be used for District teacher evaluation purposes, but will be solely for the purpose of teacher growth and achievement of student outcomes.
  - ii. Professional Development. Whereas the City requires professional development for all SPP teachers and assistant teachers, instructional staff from District-operated SPP programs will participate in professional development to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s).
  - iii. Job Categories. The District agrees to work with SEA to develop a job category for HighScope trained teachers. The District agrees to make this new job category accessible to District staff.

The City and District agree that any conflicts in these three areas will be discussed between SEA and the District (when the three topics above are negotiated), with input from the City, and conflicts will be reported back to the City.

The City and District will work collaboratively to achieve agreement with SEA in these three areas recognizing the need for timely completion.
- e. CURRICULUM: Pursuant to the Partnership Agreement, the District will use HighScope or Creative Curriculum curriculum at District-operated SPP sites.
- f. 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).
- g. STUDENT ASSIGNMENT: For the 2017-2018 school year, the District will accept students into District-operated classrooms pursuant to SPP assignment guidelines with the exception of South Shore, Head Start and the dedicated seats for students with IEPs in the inclusion classrooms.<sup>1</sup>
- h. HEALTH & SAFETY:
  - i. Screenings. The District will conduct developmental and behavioral screens of all children within 90 calendar days of the start of the school year. If not previously trained, District instructional staff will be trained to use the following tools:
    1. Early Screening Inventory (ESI) or Ages & Stages Questionnaires® (ASQ-3).
    2. Ages & Stages Questionnaires®: Social-Emotional (ASQ:SE-2).

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<sup>1</sup> See the Seattle Implementation Plan, revised May 2016, at:  
<https://seattle.legistar.com/View.ashx?M=F&ID=4430844&GUID=2DC60173-1F09-4B78-BCB9-1FF46B49254B>



- ii. Health Records. The District will maintain current and confidential health files on all enrolled children. Student health files will be kept separately from student education files. Instructional staff, coaches, mental health support staff, and special education staff (as needed) will work collaboratively to address concerns that arise from developmental and health screenings. These plans may include additional instructional support staff, additional 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.
  - i. PERSONNEL: The District will comply with the applicable collective bargaining agreement (CBA) in all required areas including, but not limited to: staff evaluation, staff compensation; staff release time; and staff working time.
  - j. FAMILY ENGAGEMENT: The District will provide a culturally relevant plan for partnering with families and communities to improve child outcomes on an annual basis.
  - k. 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 documentation demonstrating the achievement of the minimum Performance Targets set forth in Exhibit D. The City shall have the right to withhold payment, to the extent that missing or inadequate documentation does not demonstrate entitlement to payment.
  - l. CLASSROOM START-UP: 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.
- II. RESPONSIBILITIES OF THE CITY**
- a. PROFESSIONAL DEVELOPMENT: The City will provide the following training for teachers, assistant teachers, directors and program supervisors at no-cost to the District: Annual Pre-Service; Curriculum Training on HighScope or Creative Curriculum; Assessment Training on Teaching Strategies Gold; **ASQ-3 and ASQ:SE-2**; CLASS; and ECERS-3. Teachers who are already certified on the curriculum will receive continuing education through content training and Seattle Early Education Collaborative Institutes. Other training may also be offered as needed or identified by the assessment data.
  - b. COACHING: The City will assign a Department of Education and Early Learning ("DEEL") Coach who will provide differentiated on-site, reflective, instructional coaching to increase the quality and effectiveness of teacher practice, classroom instruction and fidelity of curriculum implementation. Coaches will work collaboratively with District administration and staff to review data and share research to support instructional best practices.
  - c. BACKGROUND CHECK: The City agrees that any City employee assigned to work in a District school or with District students under this Agreement will have undergone a criminal history background check per RCW 28A.400.303 and RCW 43.43.834.838. Further, City employees with unsupervised access to students will have current records of a background check by the Washington State Patrol and Federal Bureau of Investigation, including fingerprint clearance per RCW

28A.400.303 and RCW 43.43.834. It is the responsibility of the City to make sure that all necessary background checks have been conducted before individuals are assigned to work in a District school or building. If a positive criminal history is reported, the City will share that with the District and the District shall make a final determination as to whether that particular employee may be assigned to a District school.

- d. **DISTRICT POLICIES & PROCEDURES:** The City agrees that all City employees, while working in or visiting District buildings, will comply with District policies and procedures.

### III. **Compensation**

The City shall pay the Agency up to [Write out contract amount] \$<INSERT> (“Contract Price”). The total Contract Price includes three types of compensation: 1) \$<INSERT> in Baseline Pay, 2) \$<INSERT> in Performance Pay and 3) \$<INSERT> in Adjustments (if any). As used in this Agreement, “Baseline Pay” means payment for managing preschool classrooms. “Performance Pay” means payment that is earned only upon Agency’s demonstration that the Work timely achieves the Performance Targets identified in Exhibit C. Performance Pay is payable according to the compensation table in Exhibit C. In no event shall the total Contract Price exceed \$<INSERT>. Additionally, Baseline Pay will not exceed \$<INSERT> regardless of Agency’s costs in performing the Work.

If the parties wish to extend this Agreement for additional terms, funding for the 2018-2019 school year will be secured for staffing and budget purposes by March 1 of the 2017-18 school year.

The parties agree that administrative costs not associated with the provision of early learning services for SPP are separate and distinct from the services delivery costs of an SPP classroom. The City will reimburse all administrative costs due to the District as negotiated through this agreement and subsequent semiannual review of this agreement.

Pursuant to the Partnership Agreement the City and District will meet twice a year to assess the costs associated with the District’s administrative responsibilities in relation to SPP and negotiate an agreement.

### IV. **Term**

This Agreement shall be effective upon execution by the parties and shall be in effect for a term beginning September 1, 2017 and expiring on August 31, 2018 unless terminated, as described in the General Terms and Conditions. The term of this agreement may be extended by mutual agreement of the parties for an additional one (1) year term through the 2018-2019 school year.

### V. **Dispute Resolution**

Both parties agree that in instances that may arise due to unforeseen conflicts between District and City policies, procedures, and/or practices, the District and City will meet in good faith to resolve the conflict and come to a mutually agreeable resolution.

### VI. **Quality of Performance**

At any time during the term of the Agreement, if the DEEL Director determines the Agency is not performing the Work in a manner likely to achieve the outcomes and indicators established in the Agreement, the Director and District senior administration will meet to develop a plan for corrective action with a timeline to address identified

concerns in Work performance. Failure to follow the terms of the corrective action plan shall constitute a material breach of the Agreement and cause for termination in the City's discretion as described in Section 550 of the General Terms and Conditions.

**VII. Miscellaneous Provisions**

- a. Any waiver by either party of any term or provision in this contract at any one time shall not constitute a waiver of any other or all provisions. Any waiver of any part or provision of this agreement at any one time shall not constitute a waiver for all times.
- b. This Agreement will be governed by the laws of the State of Washington and shall in all respects be interpreted, enforced, and governed by Washington laws. The parties agree that any judicial proceedings will take place in Seattle, Washington.

**VIII. Entire Agreement:** This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein.

- i. Exhibit A: Seattle Preschool Program General Terms and Conditions
- ii. Exhibit B: Program Description and Responsibilities
- iii. Exhibit C: Investment Plans, Payment Terms, and Reporting Requirements
- iv. Exhibit D: Invoice Payment Form
- v. Exhibit E: Staff Report
- vi. Exhibit F: Family Engagement Plan
- vii. Exhibit G: Classroom Startup Plan
- viii. Attachment 1: Seattle Preschool Program (SPP) Levy Outcomes

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

**SEATTLE SCHOOL DISTRICT #1**

**THE CITY OF SEATTLE**

By  
Dr. Larry Nyland, Superintendent  
Seattle School District #1  
Name (Typed)

Date

MS 32-150, PO Box 34165  
Address

Seattle, WA 98124-1165  
City, State, Zip Code

206-252-0180  
Phone Number (Include Area Code)

llyland@seattleschools.org  
E-Mail Address (Required)

By  
Dwane Chappelle, Director  
Department of Education and Early Learning  
Name (Typed)

Date

PO Box 94665  
Address

Seattle, WA 98124-6965  
City, State, zip code

206-684-4508  
Phone Number

dwane.chappelle@seattle.gov  
E-Mail Address (Required)

**EXHIBIT A:  
SEATTLE PRESCHOOL PROGRAM  
GENERAL TERMS AND CONDITIONS**

This agreement of General Terms and Conditions ("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 Seattle School District #1 ("Agency" or "District") for the purpose of detailing the terms and conditions of the Seattle Preschool Program Classroom Service Agreement ("Service Agreement").

The parties hereto agree as follows:

The terms and conditions of this Agreement shall govern the provision of Seattle Preschool Program ("SPP") Levy classrooms. Barring any exception, preschools meeting their annual performance targets will continue to receive Levy funding as part of Seattle Preschool Program for the remainder of the Levy, through the 2018 – 2019 school year.

***I. PERFORMANCE TARGETS AND SCOPE OF WORK***

***Section 100. Performance Targets and Scope of Work***

Throughout the term of this Agreement, the Agency shall support the City's Seattle Preschool Program Levy Outcomes detailed 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 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***

All payments to the Agency for work satisfactorily performed or costs eligible to be reimbursed pursuant to this Agreement will be made directly to the Agency and directed to the attention of the individual or organization specified on the Invoice Payment Form for the Agreement unless the Agency requests otherwise. In no case shall payments exceed the maximum set forth in the Agreement.

***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 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. 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 funds received under this Agreement; withhold income taxes; pay employment (social security), unemployment compensation, industrial insurance (worker's compensation) and other taxes as may be due; and unless exempt, procure and maintain a City of Seattle Business License. The Agency shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes, including when requested by the City, fidelity bonding of personnel with fiscal responsibilities.

**Section 230. 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. 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.
- C. 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.
- D. Records that document financial and/or program support of investments must be retained for the entire length of the program or 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 240. 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. Non-Discrimination/Equality in Contracting**

Without limiting the generality of Section 500 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 will comply with all applicable provisions of the Americans with Disabilities Act in performing its obligations under this Agreement, and shall provide such reports and information relative to the accessibility of client services as may be requested by the Director.
- B. 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, 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 that applicants are employed, and that employees are treated during employment, without regard to their 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. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, transfer; recruitment, layoff, rates of pay, or other forms of compensation and training.

- C. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.
- D. Equal Benefits; Compliance with SMC Ch. 20.45:  
The City acknowledges that as a public entity, the Agency is exempt from the requirements of SMC Ch. 20.45 and has the right to develop and implement its own program regarding equal benefits for Agency employees with domestic partners. The City recognizes that the Agency has its own program and accepts the Agency's existing program. At the City's request, the Agency shall provide complete information and verification of the Agency's equal benefits program. Failure to cooperate with such a request shall constitute a material breach of this Contract. *(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://www.seattle.gov/contracting/equalbenefits.htm/>.)*
- E. 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 this Agreement.

### **Section 310. Efforts to Use Women and Minority Business Enterprises**

- A. The City acknowledges and accepts the Agency's outreach program for hiring of minority and women employees. With respect to subcontracting of services provided under this Agreement, the Agency shall use affirmative efforts to promote and encourage participation by women and minority businesses. Agency agrees to make such efforts as a condition of this Agreement.
- B. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses
- C. Sanctions for Violation: 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 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, it shall be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

### **Section 320. 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 the 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 330. 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.

In the performance of the Agreement, each party hereto will be acting in its individual capacity and not as an agent, employee, partner, joint venture or associate of the other. 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.

**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**

The Agency shall defend, indemnify and hold the City and its employees, elected officials, and agents harmless from all losses, liabilities, claims, costs (including attorneys' fees), actions, or damages of any sort whatsoever arising out of: (i) the performance of the Work by the Agency, its officers, employees, subcontractors, agents or volunteers; (ii) any act, omission, or willful misconduct of Agency, its officers, employees, subcontractors, agents, or volunteers; or (iii) the Agency's breach of this Agreement. The foregoing indemnity is expressly intended to and shall constitute a waiver of Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only with respect to the City and to the extent necessary to provide City with a full and complete indemnity from claims made by Agency's employees. The Agency acknowledges that the foregoing obligations were mutually negotiated. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement for the duration of any limitation period established by law.

**Section 410. Insurance**

The City accepts the Agency's program of self-insurance. 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**

- 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.

**Section 530. Alterations or Variations**

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. Without Cause: Either party may terminate this Agreement for any reason at the end of a quarter term upon sixty (60) days written notice to the other party. In addition, the Agency may terminate this Agreement at any time if it determines that such action is necessary for the health, safety, or education of students or staff.
- E. 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.
- F. 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.

**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.**

Requirements unique to a program's funding source will govern the scope of work and will be detailed in this Agreement. When a program is funded by multiple sources, any conflicts that

occur will be resolved first by City of Seattle Ordinance requirements, followed by the SPP Implementation Plan followed by the SPP Partnership Agreement requirements.

**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
Mao Svy, Early Education Specialist Department of Education and Early Learning PO Box 94665 Seattle, WA 98124-6965  206-684-0169 Mao.svy@seattle.gov	Cashel Toner, Director of Early Learning Address MS 32-150, PO Box 34165 Seattle, WA 98124-1165 206-252-0093 cctoner@seattleschools.org

DRAFT

## 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 Seattle School District No. 1 ("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 interested and eligible 4 and 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.
- SPS will utilize DEEL's CHIPS database to record all required student and staff information

#### DEEL Responsibilities

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

- 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®, 6<sup>th</sup> 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 or Head Start 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 or Head Start 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.
- *Previously enrolled by Agency for continuity of care (eligible/grandfathered):* A percentage of children who have been enrolled with an Agency as two and three-year old children may enroll in SPP classrooms. These children will be considered “grandfathered” into the program.

- *Selected by Agency (South Shore Elementary):* For the 2017-2018 school year, the Agency may choose to be responsible for the selection children for these classrooms to ensure continuity of kindergarten enrollment as per the School's Option model.

### DEEL Responsibilities

- DEEL will select and place children, who are eligible for SPP.
- DEEL will work with the Agency to determine the percentage of Agency-selected participants, if applicable.

### **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 the CHIPS database or in an alternate 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' CHIPS database
  - 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, experience and Agency Collective Bargaining Agreement. According to SPP policies, there are three minimum salary levels based on qualifications for SPP lead teachers.

- 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).
- 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).
- 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 2017-18.

**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; 6 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 up to \$30 per hour.

**SPP Assistant Teacher:** SPP assistant teachers will be paid according to their education, experience and Agency Collective Bargaining Agreement. According to SPP policies, there are 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 \$13.50 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 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 teacher's hourly rate of pay up to \$17 per hour.

### 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 teachers 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 2017-18, if needed.

### **Family Engagement and Support**

#### Agency Responsibilities

***Family Engagement Funds:*** The Agency will submit an individualized and 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

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**: Director/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 or Head Start 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 planning time away from children for teachers and assistant teachers according to Collective Bargaining Agreement in order to participate in the following:

- Coach one-on-one consultations
- Instructional and classroom planning time with teaching team
- QIP reviews (three times per year)
- Staffings 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-3<sup>rd</sup> 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.

**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, 3<sup>rd</sup> 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 B.

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

For the period of performance beginning **September 1, 2017** through **August 31, 2018**, DEEL shall invest no more than **\$xxxxx** (“**Contract Price**”) in **Seattle School District No. 1** 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:

<b>Payment Basis</b>	<b>2017 SPP</b>	<b>2018 SPP</b>	<b>Total</b>
Baseline Payment			
Performance Payment			
Adjustments			
<b>Total</b>			

**TERMS OF PAYMENT:**

- A. 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.
- B. 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 Agency will be paid a maximum **\$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 for actual percentage achieved. 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.
- 2) Family Engagement:** The Agency will be paid a maximum of **\$xxx** for family engagement activities. Each SPP classroom shall receive **\$INSERT** to pay for family engagement activities. The Agency will submit the Family Engagement Plan (Exhibit F).

**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%

**Adjustments (if any):**

1. 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**

EXHIBIT C

<b>Must be completed by</b>	<b>Expected invoice date</b>	<b>Performance Targets</b>	<b>Target (does not include ineligible children)</b>	<b>Maximum Performance Payment</b>
10/31/2017	12/11/2017 (Nov. 2017 invoice)	Submit a Classroom Startup Plan to the Early Education Specialist. <b>Verification: Copy of Classroom Startup Plan submitted and approved by Early Education Specialist</b>		\$
10/31/2017	12/10/2017 (Nov. 2017 invoice)	Submit a Family Engagement Plan to the Early Education Specialist. <b>Verification: Copy of Family Engagement Plan submitted and approved by Early Education Specialist.</b>		\$
10/31/2017	12/10/2017 (Nov. 2017 invoice)	# of children enrolled/selected by the agency in SPP <u>South Shore and Head Start</u> by October 31, 2017. <b>Verification: Agency will update information in DEEL data system, calculated by DEEL Data team, verified by Early Education Specialist.</b>		\$
11/15/2017	03/12/2018 (Feb. 2018 invoice)	# of children with completed Teaching Strategies Gold Assessments in Fall 2017. <b>Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.</b>		\$
12/29/2017	02/10/2018 (Jan. 2018 invoice)	Complete health screenings for each child within 90 days of child's start date. <b>Verification: Agency will update information in DEEL data system and approved by Early Education Specialist.</b>		\$
02/28/2018	05/10/2018 (Apr. 2018 invoice)	# of children with completed Teaching Strategies Gold Assessments in Winter 2018. <b>Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.</b>		\$
05/31/2018	07/31/2018 (Jun. 2018 invoice)	# of children with completed Teaching Strategies Gold Assessments in Spring 2018. <b>Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.</b>		\$
5/31/2018	07/31/2018 (Jun. 2018 invoice)	A minimum of 7% of the overall Agency SPP enrollment for 2017-18 will consist of students with IEPs. <b>Verification: Agency will update information in DEEL data system, calculated by DEEL Data team, verified by Early Education Specialist.</b>		\$
05/31/2018	07/31/2018 (Jun. 2018 invoice)	The Agency will enroll 90% of Agency-Selected slots in the inclusion classrooms. <b>Verification: Agency will update information in DEEL data system, calculated by DEEL Data team, verified by Early Education Specialist.</b>		\$
<b>Total Maximum Performance Payment</b>				<b>\$</b>

**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 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 2017 calendar year which is due **January 4<sup>th</sup>, 2018** and the final invoice of 2018 which is due by **September 30, 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.
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.

**Monthly Attendance Data Entry:** The Agency will enter attendance information into DEEL approved data system monthly. The Early Education Specialist will verify attendance information.

INVOICE PAYMENT FORM

[insert invoice payment form]

DRAFT



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

**Family Engagement Plan**

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



**Classroom Startup Plan**

<b>Name of Agency</b>	
<b>Funding Amount</b>	
<b>Classroom and Location</b>	
<b>Date Submitted</b>	

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.}*

2. 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
<input type="checkbox"/>	Curriculum	
<input type="checkbox"/>	Furnishings	
<input type="checkbox"/>	Outdoor Equipment	
<input type="checkbox"/>	Small Renovations/ Modifications	
<input type="checkbox"/>	Technology	
<input type="checkbox"/>	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.

**PARTNERSHIP AGREEMENT  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
CITY OF SEATTLE**

This Partnership Agreement ("Agreement") is entered into effective June 1, 2015 between Seattle School District No. 1, a Washington municipal corporation ("District") and the City of Seattle, an incorporated city in Washington State ("City") for the purpose of outlining the roles and responsibilities of the parties' cooperative relationship. The overriding goal is to provide access to quality preschool for all 3- and 4-year-old Seattle children through the successful implementation of the Seattle Preschool Program ("SPP").

**Background**

In May 2014, Mayor Edward B. Murray and the Seattle City Council proposed a taxpayer-funded levy (Ordinance 124509) to support the Seattle Preschool Program, a four-year demonstration project to provide "accessible high-quality preschool services for Seattle children designed to improve their readiness for school and to support their subsequent academic achievement" (City of Seattle Proposition 1B, preamble). The Mayor also submitted an Action Plan that describes the demonstration project and its core guiding principles.

In November 2014, Seattle voters approved the demonstration project that will build toward serving 2,000 children in 100 classrooms by the 2018-2019 school year through a mixed-delivery contracting model. The vision of the City is to contract with the Seattle Public Schools, community-based organizations, and preschool provider cooperatives to provide preschool services and to braid and blend publicly-supported funds to create a high-quality, voluntary, accessible preschool program for Seattle's children.

Section 12 of Ordinance 124509 requires that there be a Partnership Agreement between the City of Seattle and Seattle School District as the District chooses to participate in this program.

"The Partnership Agreement shall set forth the parties' roles and responsibilities for achieving the desired outcomes for Preschool Services.<sup>1</sup> It shall outline how the City and the School District shall work collaboratively to the benefit of children in preschool."

The Agreement must be approved by the Seattle City Council and the Seattle Public Schools Board of Directors, and must be in effect before SPP levy proceeds may be spent on District programs or functions.

<sup>1</sup> As per City of Seattle Ordinance 124509, "Preschool Services" means the array of programs and activities referred to in Section 1 and Section 5 of this ordinance as well as in both the Action Plan and Implementation Plan, with such modifications as the City Council may from time to time authorize by ordinance.

The SPP Implementation Plan was approved by the City Council on April 6, 2015 and signed by Mayor Edward B. Murray on April 10, 2015. As a companion to the SPP Action Plan, the Implementation Plan sets forth the principles and policies for the SPP and details requirements, application procedures, funding mechanisms, and evaluation criteria for SPP-funded programs and services.

Relevant aspects of the aforementioned requirements are restated herein to provide context for the terms of this Agreement.

### **Preamble**

We, the City and the District, embrace the understanding that quality early learning programs are critical for closing the readiness gap experienced by Seattle's students. We recognize that early learning programs are not at this time included in Washington State's kindergarten through 12<sup>th</sup> grade mandate to school districts. At the same time, the District has included early learning elements in its strategic plan in recognition of the importance of quality early learning to achieving equitable outcomes for our students.

By overwhelmingly passing the Seattle Preschool Program Levy, Seattle voters clearly expressed their desire that the community take broader responsibility for helping students achieve in school. They expect SPP to help accomplish the broad race and social justice equity goals adopted by the City and the District.

These goals can be accomplished only in partnership with the City, the District, and the community. Successful high quality early learning programs across the country have depended on such strong partnerships. Evidence from other cities clearly shows that school districts must be involved to ensure that the successful outcomes experienced by children in quality preschool environments sustain their long-term, positive impacts.

Collaboration means we agree to share resources and expertise through the preschool to 3<sup>rd</sup> grade continuum. The School District has expertise in instruction, assessment, professional development, and enrollment practices. Seattle early learning providers, as participants in the Seattle Early Education Collaborative (SEEC), have expertise with appropriate developmental practices for preschool age children, assessments of child development in multiple domains, professional development in curricula appropriate for preschool age children, and community engagement and family partnerships. By aligning these resources and expertise, we will increase the capacity of the City and the District to serve the growing number of families in our community and address the public demand for equitable educational outcomes for our children.

### **Results**

Funds are being invested to improve school readiness as measured by the Teaching Strategies Gold (TSG) and WaKIDS assessments. Additional measures will be developed as a

Comprehensive Evaluation Strategy<sup>2</sup> is adopted as required by the City Council. The ultimate goal is to improve school performance as measured by third grade reading, fourth grade math, and a reduction in the race-based disproportionalities in student achievement.

## **Principles**

All City SPP levy funds are awarded to achieve measurable outcomes.

### *Agreements and Funding*

#### **Administrative Partners:**

Whereas the City is responsible for the Seattle Preschool Program, the District and the City recognize their respective roles in the education of Seattle's children, and whereas the District and the City acknowledge their accountability to public funding sources and to the residents of Seattle, the City and the District agree that costs associated with the Seattle Preschool Program will be negotiated in formal agreements.

The parties agree that neither City nor District funds will be used in ways that divert funds from their intended purposes.

#### **District as SPP Provider:**

If the District opts to contract with the City to provide preschool services, the costs associated with these services shall be reimbursed in accordance with the City's standard reimbursement for providers of preschool services.

City funds will not be used to supplant state, District, or federal funds for District functions, nor will the District divert District funds intended for K-12 purposes to provide SPP services. Currently, the only funds available through the District for preschool services are:

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<sup>2</sup> As per City of Seattle Resolution 31527, "Section 3. If the ballot measure proposed in C.B. 118114 is approved or passed by the voters of Seattle, the Mayor shall submit a Comprehensive Evaluation Strategy ("Evaluation Strategy") to the City Council for review and approval by ordinance no later than ~~June 1, 2015~~ August 3, 2015.\* The Evaluation Strategy for the program shall be designed with independent evaluation experts. The Evaluation Strategy will use both process and impact evaluations, as well as on-going continuous quality improvement controls. The Evaluation Strategy shall address what, when, and how evaluations will be carried out and identify dates for submitting completed evaluations to the City Council. The Evaluation Strategy will also identify the key evaluation questions to be answered for each type of evaluation undertaken. In addition to outlining the types of process and impact evaluations that will be undertaken to gauge preschool and provider quality and child impacts, the Evaluation Strategy shall include a process evaluation specifically designed to assess the City's administration, oversight, scale up, and implementation of its Seattle Preschool Program beginning no later than the end of Year 1 of program implementation with an initial report due at the end of Year 2 and an update due at the end of Year 3. All evaluations shall be conducted by independent, external evaluation expert(s). Ideally, the Evaluation Strategy will identify on-going research partnerships with institutions with noted expertise in early learning and evaluation."  
\*City Council granted the Department of Education and Early Learning an extension to August.

1. Federal Title I, Special Education IDEA (for services and supports for qualified students), & Head Start funds;
2. State Early Childhood Assistance & Assistance Program funds;
3. Private foundation resources dedicated to preschool activities; and
4. Any Capital Levy preschool-approved funds.

If Federal or state laws change, these funds may no longer be available, which may have implications for the District's ability to serve as a SPP Provider. The parties agree to discuss these implications should they arise and explore possible funding scenarios.

#### *Alignment, Educational Continuity, and Kindergarten Transitions*

The City and the District will work cooperatively to develop effective structures, procedures, and practices to promote positive preschool-to-kindergarten transitions for all SPP students in order to improve academic results for children.

#### *Partnership and Collaboration*

Whereas the SPP Implementation Plan states that “[the City] will work directly with Seattle Public Schools to determine the District’s participation level each year” and consistent with Section 9 of Ordinance 124509, which states that the City may contract directly with the District, the City and the District, with the approval of District administration and Board of Directors, will negotiate the number of SPP classrooms the District will contract to manage annually.

#### **Roles and Responsibilities**

##### *City Responsibilities*

The City and the District will biannually assess the costs associated with the District’s administrative responsibilities in relation to SPP and negotiate an agreement. The City will reimburse all costs due to the District as negotiated through this biannual agreement. The aforementioned agreement will not include the costs of providing preschool services through SPP.

Whereas continuous quality improvements and evaluation of results are critical to the success of SPP, to the extent possible, the City will include district-appointed representatives in conversations about emerging policies, plans, and course corrections.

Whereas SPP requires a Comprehensive Evaluation Strategy designed in partnership with evaluation experts, due to City Council in August 2015, the City will ensure that all proposed evaluations: use approaches that lead to minimal disruption to students,

District staff, and classrooms; comply with the Family Educational Rights and Privacy Act (FERPA); and have institutional review board approval.<sup>3</sup>

Whereas SPP requires developmental screening, the City will work with the District to identify student special education needs and, with parent/guardian consent, communicate identified needs to the District to aid in planning. Additionally, the City will provide the District with summary reports (at the aggregate level) about children's SPP attendance and support District staff to plan for the needs of incoming students.

Though the City intends to centrally manage applications for and enrollment in SPP for the 2015–2019 SPP demonstration phase, it will work with the District to create enrollment access in district facilities. Additionally, the City will work with the District to create a plan for decentralized enrollment for SPP beginning in the 2019–2020 school year, or sooner if feasible.

Whereas participation in Early Achievers, Washington's Tiered Quality Rating and Improvement System, is a prerequisite for SPP, the City will work with the District and the State Department of Early Learning to support a collaborative approach to involving the District in these quality systems.

The City agrees that throughout the term of this partnership, City employees with unsupervised access to children will have current records of a background check by the Washington State Patrol and Federal Bureau of Investigation, including fingerprint clearance per RCW 28A.400.303 and RCW 43.43.834. It is the responsibility of the City to make sure that all necessary background checks have been conducted before individuals are assigned to work in a District school or building. If a positive criminal history is reported, the City will share that with the District and the District shall make a final determination as to whether that particular employee may be assigned to a District school. All City employees, while working in or visiting District buildings, must comply with all District policies.

#### *District Responsibilities*

Whereas access to professional development and planning time for teachers and staff is critical to the success of SPP, the District will work with the Seattle Education Association (SEA) to ensure the District can meet the requirements of SPP. The City will pay the costs related to the professional development of SPP teachers in District-operated sites.

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<sup>3</sup> The purpose of an institutional review board (IRB) is to assure, both in advance and by periodic review, that appropriate steps are taken to protect the rights and welfare of humans participating in a research study. The goal is to protect human subjects from physical or psychological harm. For more information, see: <http://www.hhs.gov/ohrp/assurances/index.html>.

Whereas the City and the District intend to create a seamless system of publicly-funded education for all of Seattle's children, the District will provide designated identification numbers to the City for assignment to preschool participants. If the children transition to Seattle Public School kindergartens, every effort will be made to use these numbers as their Seattle Public Schools student ID numbers.

Whereas continuous quality improvements and evaluation of results are critical to the success of the District, to the extent possible, the District will include City-appointed representatives in conversations about emerging policies, plans, and course corrections pertaining to early learning.

Whereas the District is the local education association (LEA) responsible for the provision of services to children under the federal Individuals with Disabilities Education Act (20 U.S.C. §1412(a)(3)), the District will accept Child Find referrals from SPP programs to evaluate children for special education needs.

The District will communicate all relevant District policies pertaining to City employees and others working or visiting District buildings by August 1 prior to each school year.

#### *District's SPP Provider Responsibilities*

Whereas SPP provider agencies are required to adhere to program standards and requirements detailed in the SPP Action and Implementation Plans, as a provider of preschool services for SPP, the District will adhere to all SPP quality requirements including, but not limited to: participating in Early Achievers, requiring and reporting teacher qualifications in the MERIT system, and participating in the evaluation of SPP.

Whereas the City requires, funds, and provides training on either HighScope® or Creative Curriculum® for Preschool, Fifth Edition, and, whereas the District currently uses the HighScope curriculum, the District will develop job categories for HighScope-trained and Creative Curriculum-trained teachers to ensure stable staffing of SPP teachers in District-operated classrooms.

Whereas the City requires embedded coaching in all SPP classrooms and professional development for all SPP teachers and assistant teachers, instructional staff from District-operated SPP programs will participate in professional development and coaching to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s). Any conflicts shall be explicitly noted and addressed in the District's preschool service provider contract, negotiated prior to becoming a preschool service provider for SPP. The District will work with the Seattle Education Association to negotiate coach access to preschool teachers in District-operated SPP classrooms. Coaching will not be used for District teacher evaluation purposes, but will be solely for the purpose of teacher growth and achievement of student outcomes.



Whereas the City and the District are acutely aware of District space-constraints and community concerns over the allocation of space in District-managed buildings, the District is eligible to apply for City funding for facilities improvements, expansions, and renovations for the purposes of providing City-funded early learning programs. Certain rules and restrictions will apply in the event that funds are awarded.

**General Provisions**

Unless otherwise amended, this Agreement shall be for the period commencing upon adoption by the Seattle City Council and the District and ending on August 31, 2019.

The City and the School District shall each act in good faith and shall carry out the terms of the Agreement as expeditiously as possible. The City's responsibilities will be carried out through the Department of Education and Early Learning.

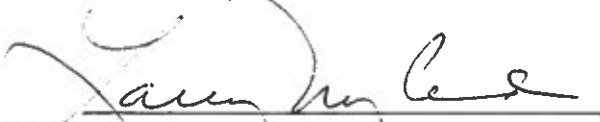
This Agreement and any subsequent amendments must be authorized by a resolution adopted by the Seattle City Council and by a resolution adopted by the Seattle Public Schools Board of Directors.

Either the City or the District may propose amendments to this Agreement consistent with the Seattle Preschool Program Levy Action Plan and Implementation Plan adopted by the City Council by ordinance; Seattle Public Schools Strategic Plan; and Seattle Public Schools Policies and Procedures.

By signing below, each signatory represents that it has the authority to execute this Partnership Agreement.

SEATTLE SCHOOL DISTRICT NO. 1

CITY OF SEATTLE



Signature

Larky Nyland

Printed Name

Superintendent

Title

7-30-2015

Date



Signature

Edward B. Murray

Printed Name

MAYOR

Title

9-11-15

Date

**SEATTLE PRESCHOOL PROGRAM  
CLASSROOM SERVICE AGREEMENT  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
CITY OF SEATTLE**

This Service Agreement ("Agreement") is entered into between Seattle School District No. 1, a Washington municipal corporation ("District"), and the City of Seattle, an incorporated city in Washington State ("City"), as of the date of execution of the last party hereto; for the purpose of providing Seattle Preschool Program ("SPP") classrooms at District facilities.

**WITNESSETH:**

WHEREAS, the City and District embrace the understanding that quality early learning programs are critical for closing the readiness gap experienced by Seattle's students; and

WHEREAS, the City of Seattle passed the Seattle Preschool Program Levy, the demonstration phase of a universal preschool program for 3 and 4-year-old children in Seattle; and

WHEREAS, the District has expertise in the education of Seattle's youth and many convenient locations for families conducive for preschool instruction; and

WHEREAS, the City desires for the District to provide preschool services to the youth of Seattle as part of the Seattle Preschool Program; and

WHEREAS, because the District chooses to become a Seattle Preschool Program Service Provider; the City and District desire to define their respective obligations and duties to the other and establish a written structure for the District's delivery of preschool education under the SPP program;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, the District and the City agree as follows:

**I. RESPONSIBILITIES OF THE DISTRICT**

- a. HIGHLY QUALIFIED TEACHERS: The District will assign certificated teachers with preference toward teachers with experience in early childhood development and P-3 endorsement in all District SPP classrooms. The District will require SPP teachers to have or obtain their P-3 endorsement within three (3) months of assignment.
- b. PROGRAM STANDARDS AND REQUIREMENTS: Pursuant to the Partnership Agreement, the District will adhere to all SPP quality requirements including, but not limited to: participation in Early Achievers, requiring and reporting teacher qualifications in the MERIT system, and participation in the evaluation of SPP.
- c. SITES: The District will provide SPP preschool education to 3 and 4-year-old children at three (3) District facilities for a total of three (3) classrooms. The District will operate SPP classrooms at the following locations:
  - i. Bailey Gatzert, 1301 E Yesler Way, Seattle, WA 98122
  - ii. Van Asselt, 8311 Beacon Ave S, Seattle, WA 98118
  - iii. Original Van Asselt, 7201 Beacon Ave S, Seattle, WA 98108

- d. **SEATTLE EDUCATION ASSOCIATION:** Pursuant to the Partnership Agreement: instructional staff from District- operated SPP programs will participate in professional development and coaching to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s).
- i. **Embedded Coaching.** Whereas the City requires embedded coaching in all SPP classrooms, instructional staff from District-operated SPP programs will participate in coaching to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s). Coaching will not be used for District teacher evaluation purposes, but will be solely for the purpose of teacher growth and achievement of student outcomes.
  - ii. **Professional Development.** Whereas the City requires professional development for all SPP teachers and assistant teachers, instructional staff from District-operated SPP programs will participate in professional development to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s).
  - iii. **Job Categories.** The District agrees to work with SEA to develop a job category for HighScope trained teachers. The District agrees to make this new job category accessible to District staff.  
The City and District agree that any conflicts in these three areas will be discussed between SEA and the District (when the three topics above are negotiated), with input from the City, and conflicts will be reported back to the City.  
The City and District will work collaboratively to achieve agreement with SEA in these three areas recognizing the need for timely completion.
- e. **CURRICULUM:** Pursuant to the Partnership Agreement, the District will use HighScope curriculum at District-operated SPP sites.
- f. **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).
- g. **STUDENT ASSIGNMENT:** For the 2015-2016 school year, the District will accept students into District-operated classrooms pursuant to SPP assignment guidelines.<sup>1</sup> Eligible students currently enrolled at Bailey Gatzert will have their assignment grandfathered in for the 2015-2016 school year. Original Van Asselt and Van Asselt students will be enrolled pursuant to SPP student assignment guidelines. SPP student assignment will be operated by the City.
- h. **HEALTH & SAFETY:**
- i. **Screenings.** The District will conduct developmental and behavioral screens of all children within 90 calendar days of the start of the school year. If not previously trained, District instructional staff will be trained to use the following tools:

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<sup>1</sup> See the Seattle Preschool Program Plan, Section C-3.5, available at [http://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP\\_ProgramPlan2015-16\\_Final.pdf](http://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP_ProgramPlan2015-16_Final.pdf)

1. Early Screening Inventory (ESI) or Ages & Stages Questionnaires® (ASQ).
  2. Ages & Stages Questionnaires®: Social - Emotional (ASQ:SE-2).
- ii. Health Records. The District will maintain current and confidential health files on all enrolled children. Student health files will be kept separately from student education files. Instructional staff, coaches, mental health support staff, and special education staff (as needed) will work collaboratively to address concerns that arise from developmental and health screenings. These plans may include additional instructional support staff, additional 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.
- i. PERSONNEL: The District will comply with the applicable collective bargaining agreement (CBA) in all required areas including, but not limited to: staff evaluation, staff compensation; staff release time; and staff working time.
  - j. FAMILY ENGAGEMENT: The District will provide a culturally relevant plan for partnering with families and communities to improve child outcomes on an annual basis.
  - k. 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 documentation demonstrating the achievement of the minimum Performance Targets set forth in Exhibit D. The City shall have the right to withhold payment, to the extent that missing or inadequate documentation does not demonstrate entitlement to payment.

## II. **RESPONSIBILITIES OF THE CITY**

- a. PROFESSIONAL DEVELOPMENT: The City will provide the following training for teachers, assistant teachers, directors and program supervisors at no-cost to the District: Annual Pre-Service; Curriculum Training on HighScope or Creative Curriculum; Assessment Training on Teaching Strategies Gold; ASQ and ASQ:SE-2; CLASS; and ERS.  
Teachers who are already certified on the curriculum will receive continuing education through content training and Seattle Early Education Collaborative Institutes. Other training may also be offered as needed or identified by the assessment data.
- b. COACHING: The City will assign a Department of Education and Early Learning (“DEEL”) Coach who will provide differentiated on-site, reflective, instructional coaching to increase the quality and effectiveness of teacher practice, classroom instruction and fidelity of curriculum implementation. Coaches will work collaboratively with District administration and staff to review data and share research to support instructional best practices.
- c. BACKGROUND CHECK: The City agrees that any City employee assigned to work in a District school or with District students under this Agreement will have undergone a criminal history background check per RCW 28A.400.303 and RCW 43.43.834.838. Further, City employees with unsupervised access to students will have current records of a background check by the Washington State Patrol and Federal Bureau of Investigation, including fingerprint clearance per RCW 28A.400.303 and RCW 43.43.834. It is the responsibility of the City to make sure that all necessary background checks have been conducted before individuals are assigned to work in a District school or building. If a positive criminal history is reported, the City will share that with the District and the District shall make a final

determination as to whether that particular employee may be assigned to a District school.

- d. **DISTRICT POLICIES & PROCEDURES:** The City agrees that all City employees, while working in or visiting District buildings, will comply with District policies and procedures.

**III. Compensation**

The City shall pay the Agency up to \$635,067.60 (“Contract Price”). The total Contract Price includes two types of compensation: \$476,300.72 in Baseline Pay and \$158,766.88 in Performance Pay. As used in this Agreement, “Baseline Pay” means payment for managing preschool classrooms. “Performance Pay” means payment that is earned only upon Agency’s demonstration that the Work timely achieves the Performance Targets identified in Exhibit C. Performance Pay is payable according to the compensation table in Exhibit C. In no event shall the total Contract Price exceed \$635,067.60. Additionally, Baseline Pay will not exceed \$476,300.72 regardless of Agency’s costs in performing the Work.

If the parties wish to extend this Agreement for additional terms, funding for the 2016-2017 school year and beyond will be secured for staffing and budget purposes by March 1 of the preceding year.

The parties agree that administrative costs not associated with the provision of early learning services for SPP are separate and distinct from the services delivery costs of an SPP classroom. The City will reimburse all administrative costs due to the District as negotiated through this agreement and subsequent semiannual review of this agreement.

Pursuant to the Partnership Agreement the City and District will meet twice a year to assess the costs associated with the District’s administrative responsibilities in relation to SPP and negotiate an agreement.

**IV. Term**

This Agreement shall be effective upon execution by the parties and shall be in effect for a term beginning September 1, 2015 and expiring on August 31, 2016 unless terminated, as described in the General Terms and Conditions. The term of this agreement may be extended by mutual agreement of the parties for additional one (1) year terms through the 2018-2019 school year.

**V. Dispute Resolution**

Both parties agree that in instances that may arise due to unforeseen conflicts between District and City policies, procedures, and/or practices, the District and City will meet in good faith to resolve the conflict and come to a mutually agreeable resolution.

**VI. 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 outcomes and indicators established in the Agreement, the Director and District senior administration will meet to develop a plan for corrective action with a timeline to address identified concerns in Work performance. Failure to follow the terms of the corrective action plan shall constitute a material breach of the Agreement and cause for termination in the City’s discretion as described in Section 550 of the General Terms and Conditions.

**VII. Miscellaneous Provisions**

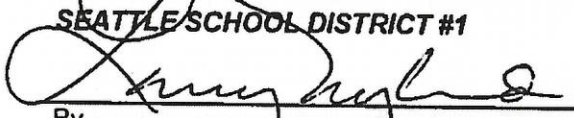
- a. Any waiver by either party of any term or provision in this contract at any one time shall not constitute a waiver of any other or all provisions. Any waiver of any part or provision of this agreement at any one time shall not constitute a waiver for all times.
- b. This Agreement will be governed by the laws of the State of Washington and shall in all respects be interpreted, enforced, and governed by Washington laws. The parties agree that any judicial proceedings will take place in Seattle, Washington.

**VIII. Signatures**

- a. Entire Agreement: This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein.
  - i. Exhibit A. Seattle Preschool Program General Terms and Conditions
  - ii. Exhibit B. Seattle Preschool Program Levy Outcomes
  - iii. Exhibit C. Program Description and Responsibilities
  - iv. Exhibit D. Investment Plans, Payment Terms, and Reporting Requirements
  - v. Exhibit E. Invoice Payment Form
  - vi. Exhibit F. Staff Report

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

**SEATTLE SCHOOL DISTRICT #1**



By \_\_\_\_\_

Dr. Larry Nyland, Superintendent  
Seattle School District #1

Name (Typed) \_\_\_\_\_

12-4-15

Date \_\_\_\_\_

MS 32-150, PO Box 34165

Address \_\_\_\_\_

Seattle, WA 98124-1165

City, State, Zip Code \_\_\_\_\_

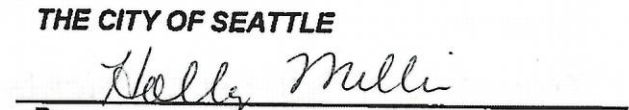
206-252-0180

Phone Number (Include Area Code) \_\_\_\_\_

llyland@seattleschools.org

E-Mail Address (Required) \_\_\_\_\_

**THE CITY OF SEATTLE**



By \_\_\_\_\_

Holly Miller, Interim Director  
Department of Education and Early Learning

Name (Typed) \_\_\_\_\_

12/09/15

Date \_\_\_\_\_

PO Box 94649

Address \_\_\_\_\_

Seattle, WA 98124-4649

City, State, zip code \_\_\_\_\_

206-684-4508

Phone Number \_\_\_\_\_

holly.miller@seattle.gov

E-Mail Address (Required) \_\_\_\_\_

**EXHIBIT A:  
SEATTLE PRESCHOOL PROGRAM  
GENERAL TERMS AND CONDITIONS**

This agreement of General Terms and Conditions ("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 Seattle School District #1 ("Agency" or "District") for the purpose of detailing the terms and conditions of the Seattle Preschool Program Classroom Service Agreement ("Service Agreement").

The parties hereto agree as follows:

The terms and conditions of this Agreement shall govern the provision of Seattle Preschool Program ("SPP") Levy classrooms. Barring any exception, preschools meeting their annual performance targets will continue to receive Levy funding as part of Seattle Preschool Program for the remainder of the Levy, through the 2018 – 2019 school year.

***I. PERFORMANCE TARGETS AND SCOPE OF WORK***

***Section 100. Performance Targets and Scope of Work***

Throughout the term of this Agreement, the Agency shall support the City's Seattle Preschool Program Levy Goals included in Exhibit A and achieve the Performance Targets described in Exhibit D to this Agreement as an Agency provider of SPP by providing the Scope of Work ("Work") implementing a Program consistent with the description set forth in the Service Agreement.

***Section 110. Identification of Investment Source***

In all significant communications with members of the public relating to the scope of work established in the Agreement, the Agency shall reference the City's investment 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 programs are provided.

***II. PAYMENT, RECORDS AND AUDIT***

***Section 200. Payment***

All payments to the Agency for work satisfactorily performed or costs eligible to be reimbursed pursuant to this Agreement will be made directly to the Agency and directed to the attention of the individual or organization specified on the Invoice Payment Form for the Agreement unless the Agency requests otherwise. In no case shall payments exceed the maximum set forth in the Agreement.

***Section 210. Method of Payment***

As a condition of payment under this Agreement, the Agency shall submit properly executed invoices monthly and such accompanying performance reports and work statements as required by any tracking program performance requirements of the Agreement. All invoices, performance reports and work statements shall bear the Agency's name and address and the Agreement contract number. Invoices must be signed by an authorized representative of the Agency, who shall verify that the invoiced services have been performed.

***Section 220. 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 funds received under this Agreement; withhold income taxes; pay employment (social security), unemployment compensation, industrial insurance (worker's compensation) and other taxes as may be due; and unless exempt, procure and maintain a City of Seattle Business License. The Agency shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes, including when requested by the City, fidelity bonding of personnel with fiscal responsibilities.

**Section 230. Access to Records; Audits, Retention of Records**

- A. The City, its designated agents and funding entities 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 the Service 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 SPP Levy, 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. At 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.
- D. Records that document financial and/or program support of investments must be retained for the entire length of the program or 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 240. 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 this Agreement, and shall do so immediately after the Agency's discovery of the same.

**III. ADDITIONAL TERMS OF PERFORMANCE**

**Section 300. Non-Discrimination/Equality in Contracting**

Without limiting the generality of Section 500 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 will comply with all applicable provisions of the Americans with Disabilities Act in performing its obligations under this Agreement, and shall provide such reports and information relative to the accessibility of client services as may be requested by the Director.
- B. 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, 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 that applicants are employed, and that employees are treated during employment, without regard to their 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. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, transfer; recruitment, layoff, rates of pay, or other forms of compensation and training.

- C. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.
- D. **Equal Benefits; Compliance with SMC Ch. 20.45:**  
The City acknowledges that as a public entity, the Agency is exempt from the requirements of SMC Ch. 20.45 and has the right to develop and implement its own program regarding equal benefits for Agency employees with domestic partners. The City recognizes that the Agency has its own program and accepts the Agency's existing program. At the City's request, the Agency shall provide complete information and verification of the Agency's equal benefits program. Failure to cooperate with such a request shall constitute a material breach of this Contract. *(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://www.seattle.gov/contracting/equalbenefits.html>.)*
- E. **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 this Agreement.

### **Section 310. Efforts to Use Women and Minority Business Enterprises**

- A. The City acknowledges and accepts the Agency's outreach program for hiring of minority and women employees. With respect to subcontracting of services provided under this Agreement, the Agency shall use affirmative efforts to promote and encourage participation by women and minority businesses. Agency agrees to make such efforts as a condition of this Agreement.
- B. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses
- C. **Sanctions for Violation:** 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 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, it shall be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

### **Section 320. 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 the 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 330. 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.

In the performance of the Agreement, each party hereto will be acting in its individual capacity and not as an agent, employee, partner, joint venture or associate of the other. 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.

**Section 340. Workforce Diversity**

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

**Section 350. Grievances by Participants**

The Agency will establish a system through which applicants for and 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**

The Agency shall defend, indemnify and hold the City and its employees, elected officials, and agents harmless from all losses, liabilities, claims, costs (including attorneys' fees), actions, or damages of any sort whatsoever arising out of: (i) the performance of the Work by the Agency, its officers, employees, subcontractors, agents or volunteers; (ii) any act, omission, or willful misconduct of Agency, its officers, employees, subcontractors, agents, or volunteers; or (iii) the Agency's breach of this Agreement. The foregoing indemnity is expressly intended to and shall constitute a waiver of Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only with respect to the City and to the extent necessary to provide City with a full and complete indemnity from claims made by Agency's employees. The Agency acknowledges that the foregoing obligations were mutually negotiated. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement for the duration of any limitation period established by law.

**Section 410. Insurance**

The City and the Agency each accepts the other's programs of self-insurance.

**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, and 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 this 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. If the Agency's performance of services under this Agreement results in a book or other copyrightable material, the author is free to copyright the work; but the City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all such copyrighted material and all materials which can be copyrighted.

**Section 530. Alterations or Variations**

No other alteration or variation of the terms of, or departure from, or change authorized in the performance contemplated by this Agreement(s) shall be valid unless made by formal 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 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 this Agreement, and such failure has not been corrected to the City's reasonable satisfaction within a reasonable time period of no less than ten (10) days, but no more than thirty (30) days, after receiving notice specifying such failure. If the City terminates the Agreement for cause, the City shall be entitled to all remedies available at law or equity. Upon termination, the Agency may immediately stop performance of all work under this Agreement.
- 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. Upon termination, the Agency may immediately stop performance of all work under this Agreement.
- 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. *Without Cause*: Either party may terminate this Agreement for any reason at the end of a quarter term upon sixty (60) days written notice to the other party. In addition, the Agency may terminate this Agreement at any time if it determines that such action is necessary for the health, safety, or education of students or staff.
- E. *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.
- F. *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 and together with any costs necessarily incurred to terminate the services, 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 this Agreement.

**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 are held legally unenforceable or 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.**

Requirements unique to a program's funding source will govern the scope of work and will be detailed in this Agreement. When a program is funded by multiple sources, any conflicts that occur will be resolved first by City of Seattle Ordinance requirements, followed by the SPP Implementation Plan followed by the SPP Partnership Agreement requirements.

**EXHIBIT B:  
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 C: 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 **Seattle School District #1** ("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 **Seattle School District #1** 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 supervisors 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** (Exhibit F). 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 Early 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®, 5<sup>th</sup> 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.

### **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--rounded) 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--rounded) 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--rounded) 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; 6 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 up to \$30 per hour.

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--rounded) 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--rounded) plus benefits for a period of 202 days (1,616 hours).

SPP assistant teachers will work a minimum of 1,616 hours which includes 8 hours per day, 5 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 teacher's hourly rate of pay up to \$17 per hour.

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 School District #1 (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:** Director/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 teachers 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-3<sup>rd</sup> 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, 3<sup>rd</sup> 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 B.

**EXHIBIT D**  
**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 **\$635,067.60** (“**Contract Price**”) in **Seattle School District #1** (“**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 Funding	2016 Funding	Total
Baseline Payment (75%)	\$190,520.29	\$285,780.43	<b>\$476,300.72</b>
Performance Payment (25%)	\$88,909.46	\$69,857.42	<b>\$158,766.88</b>
<b>Total</b>	<b>\$279,429.75</b>	<b>\$355,637.85</b>	<b>\$635,067.60</b>

**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 \$476,300.72 (“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 \$158,766.88 (“Performance Pay”) for actual achievement of the performance targets in the amounts indicated below in the Performance Pay Table. The Agency will be compensated for actual percentage achieved.

**Performance Pay Table**

Due Date	Performance Targets	Maximum Payment
October 31, 2015	Each teacher will develop or update a Professional Development Plan with his/her DEEL Coach. <b>Verification: Copy of PDP Plan</b>	<b>\$12,701.36</b>
October 31, 2015	The Agency will submit a completed Kindergarten Transition Plan to the Early Education Specialist. <b>Verification: Copy of Transition Plan</b>	<b>\$12,701.36</b>
November 30, 2015	Teachers will complete fall TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline. <b>Verification: Assessment Status Report from TSG</b>	<b>\$19,052.02</b>
December 31, 2015	The Agency will complete health screenings for each child within 90 days of the child's program start date. <b>Verification: Agency will update information in ELNIS and Education Specialist will provide approval.</b>	<b>\$19,052.02</b>
December 31, 2015	The Agency will complete developmental screenings for each child within 90 days of the child's program start date. <b>Verification: Agency will update information in ELNIS and Education Specialist will provide approval.</b>	<b>\$25,402.70</b>

Due Date	Performance Targets	Maximum Payment
February 28, 2016	Teachers will complete winter TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline. <b>Verification: Assessment Status Report from TSG</b>	<b>\$19,052.02</b>
May 31, 2016	The Agency will inform families about kindergarten enrollment processes. <b>Verification: Documentation including, but not limited to, Kindergarten transition night flyers, Kindergarten enrollment letters to families, parent newsletter.</b>	<b>\$19,052.02</b>
May 31, 2016	Teachers will complete spring TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline. <b>Verification: Assessment Status Report from TSG</b>	<b>\$19,052.02</b>
May 31, 2016	Each teachers will complete or update progress on their Professional Development Plan with his/her DEEL Coach. <b>Verification: Copy of updated PDP Plan</b>	<b>\$12,701.36</b>
<b>Total Maximum Performance Payment</b>		<b>\$158,766.88</b>

- 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.

- Invoice Payment Form (Exhibit E):** The Agency shall submit one invoice by the **tenth working day of the month** for the previous calendar month
- The City will make payment within 30 days of receiving an invoice, contingent upon receipt of all required reports and documentation.
- 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.
- Staff Report (Exhibit F):** The Agency will submit a Staff Report (Exhibit F) or a similar report, as mutually agreed upon by the City and the Agency, any time staffing changes occur.
- 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



City of Seattle Department of Education and Early Learning  
Seattle Preschool Program

INVOICE PAYMENT FORM

**Instructions:** Complete grey cells only. All other cells will autofill. Print and send back to DEEL when completed.

<b>Provider's Name:</b>	Seattle Public Schools, Accounting Dept				<b>Today's Date:</b>		
<b>Provider's Address:</b>	PO Box 34165 MS:33-182, Seattle WA 98124-1165						
<b>Provider's Phone No.:</b>	(206) 252-0256				<b>Contractor Invoice Number:</b>		
<b>Contract Number:</b>	DC15PA024						
<b>Contract Period:</b>	9/1/2015-8/31/2016				<b>Invoice Month (Drop-Down)</b>		
<b>Maximum Amount:</b>	\$635,067.60						
<b>Category</b>	<b>Unit Cost</b>	<b>Maximum Contract Amount</b>	<b>% Completed</b>	<b>Less Previous</b>	<b>Earned This Period</b>	<b>Earned to Date</b>	<b>Balance</b>
<b>Base Pay</b>							
Baseline Pay	\$ 47,630.07	\$ 476,300.72	0.0%	\$ -	\$ -	\$ -	\$ 476,300.72
<b>Baseline Pay Subtotal</b>		<b>\$ 476,300.72</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 476,300.72</b>
<b>Performance Targets</b>							
Teacher PD Plans	\$ 2,116.89	\$ 12,701.36	0.0%	\$ -	\$ -	\$ -	\$ 12,701.36
KG Transition Plan	\$ 12,701.36	\$ 12,701.36	0.0%	\$ -	\$ -	\$ -	\$ 12,701.36
Fall TSG	\$ 317.53	\$ 19,052.02	0.0%	\$ -	\$ -	\$ -	\$ 19,052.02
Health Screenings	\$ 317.53	\$ 19,052.02	0.0%	\$ -	\$ -	\$ -	\$ 19,052.02
Developmental Screenings	\$ 423.38	\$ 25,402.70	0.0%	\$ -	\$ -	\$ -	\$ 25,402.70
Winter TSG	\$ 317.53	\$ 19,052.02	0.0%	\$ -	\$ -	\$ -	\$ 19,052.02
KG Enrollment Info	\$ 317.53	\$ 19,052.02	0.0%	\$ -	\$ -	\$ -	\$ 19,052.02
Spring TSG	\$ 317.53	\$ 19,052.02	0.0%	\$ -	\$ -	\$ -	\$ 19,052.02
Teacher PD Plan Progress	\$ 2,116.89	\$ 12,701.36	0.0%	\$ -	\$ -	\$ -	\$ 12,701.36
<b>Performance Targets</b>		<b>\$ 158,766.88</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 158,766.88</b>
<b>Grand Total</b>		<b>\$ 635,067.60</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 635,067.60</b>
INVOICE CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, to the best of my knowledge and belief after diligent inquiry, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Seattle, and that I am authorized to authenticate and certify to said claim.							
<b>Name (please print or type)</b>		<b>Signature of Authorized Representative</b>				<b>Date</b>	

Please e mail signed invoices to NaKeesa Frazier-Jennings (NaKeesa.Frazier-Jennings@seattle.gov)

For office use only - Approval Signatures and Coding

Org	Project	Activity	Account	Payment
<b>Grants and Contracts Specialist</b>		<b>Date</b>		
<b>Cindy McMahan</b>		<b>Date</b>		
<b>Program Specialist</b>		<b>Date</b>		
		<b>2015 Total</b>	<b>2016 Total</b>	
		279,429.75	355,637.85	





**SEATTLE PRESCHOOL PROGRAM  
CLASSROOM SERVICE AGREEMENT  
BETWEEN  
SEATTLE SCHOOL DISTRICT NO. 1  
AND  
CITY OF SEATTLE**

**Amendment #1: The purpose of this is amendment is to:**

- **Extend contract period to August 31, 2017**
- **Add \$1,858,000 for 2016-17 School Year (SY) to a Maximum Contract Price of \$2,493,067**
- **Amend Exhibit D: Investment Plan, Payment Terms and Reporting Requirements include 2016-17SY funding**
- **Amend Exhibit E, Invoice Payment Form to include 16-17SY funding**

**Removed language is noted by strikeouts, added language is underlined and bold. Amendment #1 is effective 9/1/2016.**

This Service Agreement ("Agreement") is entered into between Seattle School District No. 1, a Washington municipal corporation ("District"), and the City of Seattle, an incorporated city in Washington State ("City"), as of the date of execution of the last party hereto; for the purpose of providing Seattle Preschool Program ("SPP") classrooms at District facilities.

**WITNESSETH:**

WHEREAS, the City and District embrace the understanding that quality early learning programs are critical for closing the readiness gap experienced by Seattle's students; and

WHEREAS, the City of Seattle passed the Seattle Preschool Program Levy, the demonstration phase of a universal preschool program for 3 and 4-year-old children in Seattle; and

WHEREAS, the District has expertise in the education of Seattle's youth and many convenient locations for families conducive for preschool instruction; and

WHEREAS, the City desires for the District to provide preschool services to the youth of Seattle as part of the Seattle Preschool Program; and

WHEREAS, because the District chooses to become a Seattle Preschool Program Service Provider; the City and District desire to define their respective obligations and duties to the other and establish a written structure for the District's delivery of preschool education under the SPP program;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, the District and the City agree as follows:

I. **RESPONSIBILITIES OF THE DISTRICT**

- a. **HIGHLY QUALIFIED TEACHERS:** The District will assign certificated teachers with preference toward teachers with experience in early childhood development and P-3 endorsement in all District SPP classrooms. The District will require SPP teachers to have or obtain their P-3 endorsement within three (3) months of assignment.
- b. **PROGRAM STANDARDS AND REQUIREMENTS:** Pursuant to the Partnership Agreement, the District will adhere to all SPP quality requirements including, but not limited to: participation in Early Achievers, requiring and reporting teacher qualifications in the MERIT system, and participation in the evaluation of SPP.
- c. **SITES:** The District will provide SPP preschool education to 3 and 4-year-old children at ~~three (3)~~ **eight (8)** District facilities for a total of ~~three (3)~~ **eight (8)** classrooms.

The District will operate SPP classrooms at the following locations:

- i. Bailey Gatzert, 1301 E Yesler Way, Seattle, WA 98122
  - ii. Van Asselt, 8311 Beacon Ave S, Seattle, WA 98118
  - iii. Original Van Asselt, 7201 Beacon Ave S, Seattle, WA 98108
  - iv. **Arbor Heights, 3701 SW 104<sup>th</sup> Street, Seattle WA 98146**
  - v. **Dearborn Park International, 2820 S Orcas Street, Seattle, WA 98108**
  - vi. **Highland Park, 1012 SW Trenton Street, Seattle, WA 98106**
  - vii. **Louisa Boren STEM K-8, 5950 Delridge Way SW, Seattle, WA 98106**
  - viii. **Thornton Creek, 7711 43<sup>rd</sup> Avenue NE, Seattle, WA 98115**
- d. **SEATTLE EDUCATION ASSOCIATION:** Pursuant to the Partnership Agreement: instructional staff from District- operated SPP programs will participate in professional development and coaching to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s).
    - i. **Embedded Coaching.** Whereas the City requires embedded coaching in all SPP classrooms, instructional staff from District-operated SPP programs will participate in coaching to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s). Coaching will not be used for District teacher evaluation purposes, but will be solely for the purpose of teacher growth and achievement of student outcomes.
    - ii. **Professional Development.** Whereas the City requires professional development for all SPP teachers and assistant teachers, instructional staff from District-operated SPP programs will participate in professional development to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s).
    - iii. **Job Categories.** The District agrees to work with SEA to develop a job category for HighScope trained teachers. The District agrees to make this new job category accessible to District staff.

The City and District agree that any conflicts in these three areas will be discussed between SEA and the District (when the three topics above are negotiated), with input from the City, and conflicts will be reported back to the City.

The City and District will work collaboratively to achieve agreement with SEA in these three areas recognizing the need for timely completion.

- e. **CURRICULUM:** Pursuant to the Partnership Agreement, the District will use HighScope curriculum at District-operated SPP sites.
- f. **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).
- g. **STUDENT ASSIGNMENT:** For the 2015-2016 school year, the District will accept students into District-operated classrooms pursuant to SPP assignment guidelines.<sup>1</sup> Eligible students currently enrolled at Bailey Gatzert will have their assignment grandfathered in for the 2015-2016 school year. Original Van Asselt and Van Asselt students will be enrolled pursuant to SPP student assignment guidelines.

**For the 2016-17 school year, the District will accept students into District-operated classrooms pursuant to SPP assignment guidelines.<sup>2</sup> Bailey Gatzert Original Van Asselt, Van Asselt, Arbor Heights, Dearborn Park International, Highland Park, Louisa Boren and Thornton Creek. SPP student assignment will be operated by the City which will include five children being "grandfathered" into Highland Park.**

- h. **HEALTH & SAFETY:**
  - i. **Screenings.** The District will conduct developmental and behavioral screens of all children within 90 calendar days of the start of the school year. If not previously trained, District instructional staff will be trained to use the following tools:
    1. Early Screening Inventory (ESI) or Ages & Stages Questionnaires® (ASQ).
    2. Ages & Stages Questionnaires®: Social - Emotional (ASQ:SE-2).
  - ii. **Health Records.** The District will maintain current and confidential health files on all enrolled children. Student health files will be kept separately from student education files. Instructional staff, coaches, mental health support staff, and special education staff (as needed) will work collaboratively to address concerns that arise from developmental and health screenings. These plans may include additional instructional support staff, additional 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.
- i. **PERSONNEL:** The District will comply with the applicable collective bargaining agreement (CBA) in all required areas including, but not limited to: staff evaluation, staff compensation; staff release time; and staff working time.

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<sup>1</sup> See the Seattle Preschool Program Plan, Section C-3.5, available at [http://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP\\_ProgramPlan2015-16\\_Final.pdf](http://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP_ProgramPlan2015-16_Final.pdf)

<sup>2</sup> See the Seattle Preschool Program Plan, Section C-3.5, available at [http://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP\\_ProgramPlan2015-16\\_Final.pdf](http://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP_ProgramPlan2015-16_Final.pdf)

- j. FAMILY ENGAGEMENT: The District will provide a culturally relevant plan for partnering with families and communities to improve child outcomes on an annual basis.
- k. 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 documentation demonstrating the achievement of the minimum Performance Targets set forth in Exhibit D. The City shall have the right to withhold payment, to the extent that missing or inadequate documentation does not demonstrate entitlement to payment.

## II. RESPONSIBILITIES OF THE CITY

- a. PROFESSIONAL DEVELOPMENT: The City will provide the following training for teachers, assistant teachers, directors and program supervisors at no-cost to the District: Annual Pre-Service; Curriculum Training on HighScope or Creative Curriculum; Assessment Training on Teaching Strategies Gold; ASQ and ASQ:SE-2; CLASS; and ERS.  
Teachers who are already certified on the curriculum will receive continuing education through content training and Seattle Early Education Collaborative Institutes. Other training may also be offered as needed or identified by the assessment data.
- b. COACHING: The City will assign a Department of Education and Early Learning (“DEEL”) Coach who will provide differentiated on-site, reflective, instructional coaching to increase the quality and effectiveness of teacher practice, classroom instruction and fidelity of curriculum implementation. Coaches will work collaboratively with District administration and staff to review data and share research to support instructional best practices.
- c. BACKGROUND CHECK: The City agrees that any City employee assigned to work in a District school or with District students under this Agreement will have undergone a criminal history background check per RCW 28A.400.303 and RCW 43.43.834.838. Further, City employees with unsupervised access to students will have current records of a background check by the Washington State Patrol and Federal Bureau of Investigation, including fingerprint clearance per RCW 28A.400.303 and RCW 43.43.834. It is the responsibility of the City to make sure that all necessary background checks have been conducted before individuals are assigned to work in a District school or building. If a positive criminal history is reported, the City will share that with the District and the District shall make a final determination as to whether that particular employee may be assigned to a District school.
- d. DISTRICT POLICIES & PROCEDURES: The City agrees that all City employees, while working in or visiting District buildings, will comply with District policies and procedures.

## III. Compensation

The City shall pay the Agency up to ~~\$635,067.60~~ **\$2,493,067.60, Two Million Four Hundred Ninety-Three Thousand Sixty-Seven Dollars and Sixty Cents (\$635,067.60 in 2015-16 SY and \$1,858,000 in 2016-17 SY)** (“Contract Price”). The total Contract Price includes ~~two~~ **three** types of compensation: 1) ~~\$476,300.72~~ **\$1,869,800.72 (\$476,300.72 in 2015-16SY and \$1,393,500 in 2016-17 SY)** in Baseline Pay and 2) ~~\$158,766.88~~ **\$623,266.88 (\$158,766.88 in 2015-16 SY and \$464,500 in 2016-17 SY)** in Performance Pay, **and 3) \$0 in Adjustments (if any)**. As used in this Agreement,

“Baseline Pay” means payment for managing preschool classrooms. “Performance Pay” means payment that is earned only upon Agency’s demonstration that the Work timely achieves the Performance Targets identified in Exhibit C. Performance Pay is payable according to the compensation table in Exhibit C. In no event shall the total Contract Price exceed ~~\$635,067.60~~ **2,493,067.60 (\$635,067.60 in 2015-16 SY and \$1,858,000 in 2016-17 SY)**. Additionally, Baseline Pay will not exceed ~~\$476,300.72~~ **\$1,869,800.72 (476,300.72 in 2015-16SY and \$1,393,500 in 2016-17 SY)** regardless of Agency’s costs in performing the Work.

If the parties wish to extend this Agreement for additional terms, funding for the 2016-2017 school year and beyond will be secured for staffing and budget purposes by March 1 of the preceding year.

The parties agree that administrative costs not associated with the provision of early learning services for SPP are separate and distinct from the services delivery costs of an SPP classroom. The City will reimburse all administrative costs due to the District as negotiated through this agreement and subsequent semiannual review of this agreement.

Pursuant to the Partnership Agreement the City and District will meet twice a year to assess the costs associated with the District’s administrative responsibilities in relation to SPP and negotiate an agreement.

IV. **Term**

This Agreement shall be effective upon execution by the parties and shall be in effect for a term beginning September 1, 2015 and expiring on August 31, ~~2016~~ **2017** unless terminated, as described in the General Terms and Conditions. The term of this agreement may be extended by mutual agreement of the parties for additional one (1) year terms through the 2018-2019 school year.

V. **Dispute Resolution**

Both parties agree that in instances that may arise due to unforeseen conflicts between District and City policies, procedures, and/or practices, the District and City will meet in good faith to resolve the conflict and come to a mutually agreeable resolution.

VI. **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 outcomes and indicators established in the Agreement, the Director and District senior administration will meet to develop a plan for corrective action with a timeline to address identified concerns in Work performance. Failure to follow the terms of the corrective action plan shall constitute a material breach of the Agreement and cause for termination in the City’s discretion as described in Section 550 of the General Terms and Conditions.

VII. **Miscellaneous Provisions**

- a. Any waiver by either party of any term or provision in this contract at any one time shall not constitute a waiver of any other or all provisions. Any waiver of any part or provision of this agreement at any one time shall not constitute a waiver for all times.

- b. This Agreement will be governed by the laws of the State of Washington and shall in all respects be interpreted, enforced, and governed by Washington laws. The parties agree that any judicial proceedings will take place in Seattle, Washington.

VIII. **Signatures**

- a. Entire Agreement: This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein.
  - i. Exhibit A. Seattle Preschool Program General Terms and Conditions
  - ii. Exhibit B. Seattle Preschool Program Levy Outcomes
  - iii. Exhibit C. Program Description and Responsibilities
  - iv. Exhibit D. Investment Plans, Payment Terms, and Reporting Requirements
  - v. Exhibit E. Invoice Payment Form
  - vi. Exhibit F. Staff Report

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

**SEATTLE SCHOOL DISTRICT #1**

**THE CITY OF SEATTLE**

\_\_\_\_\_  
 By  
 Dr. Larry Nyland, Superintendent  
 Seattle School District #1  
 \_\_\_\_\_  
 Name (Typed)  
 \_\_\_\_\_  
 Date  
 MS 32-150, PO Box 34165  
 \_\_\_\_\_  
 Address  
 Seattle, WA 98124-1165  
 \_\_\_\_\_  
 City, State, Zip Code  
 206-252-0180  
 \_\_\_\_\_  
 Phone Number (Include Area Code)  
 llnyland@seattleschools.org  
 \_\_\_\_\_  
 E-Mail Address (Required)

\_\_\_\_\_  
 By  
**Dwane Chappelle, Director**  
~~Holly Miller, Interim Director~~  
 Department of Education and Early Learning  
 \_\_\_\_\_  
 Name (Typed)  
 \_\_\_\_\_  
 Date  
 PO Box 94649  
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 Address  
 Seattle, WA 98124-4649  
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 City, State, zip code  
 206-684-4508  
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 Phone Number  
**dwane.chappelle**~~holly.miller~~@seattle.gov  
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 E-Mail Address (Required)

**EXHIBIT A:  
SEATTLE PRESCHOOL PROGRAM  
GENERAL TERMS AND CONDITIONS**

This agreement of General Terms and Conditions ("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 Seattle School District #1 ("Agency" or "District") for the purpose of detailing the terms and conditions of the Seattle Preschool Program Classroom Service Agreement ("Service Agreement").

The parties hereto agree as follows:

The terms and conditions of this Agreement shall govern the provision of Seattle Preschool Program ("SPP") Levy classrooms. Barring any exception, preschools meeting their annual performance targets will continue to receive Levy funding as part of Seattle Preschool Program for the remainder of the Levy, through the 2018 – 2019 school year.

***I. PERFORMANCE TARGETS AND SCOPE OF WORK***

***Section 100. Performance Targets and Scope of Work***

Throughout the term of this Agreement, the Agency shall support the City's Seattle Preschool Program Levy Goals included in Exhibit A and achieve the Performance Targets described in Exhibit D to this Agreement as an Agency provider of SPP by providing the Scope of Work ("Work") implementing a Program consistent with the description set forth in the Service Agreement.

***Section 110. Identification of Investment Source***

In all significant communications with members of the public relating to the scope of work established in the Agreement, the Agency shall reference the City's investment 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 programs are provided.

***II. PAYMENT, RECORDS AND AUDIT***

***Section 200. Payment***

All payments to the Agency for work satisfactorily performed or costs eligible to be reimbursed pursuant to this Agreement will be made directly to the Agency and directed to the attention of the individual or organization specified on the Invoice Payment Form for the Agreement unless the Agency requests otherwise. In no case shall payments exceed the maximum set forth in the Agreement.

***Section 210. Method of Payment***

As a condition of payment under this Agreement, the Agency shall submit properly executed invoices monthly and such accompanying performance reports and work statements as required by any tracking program performance requirements of the Agreement. All invoices, performance reports and work statements shall bear the Agency's name and address and the Agreement contract number. Invoices must be signed by an authorized representative of the Agency, who shall verify that the invoiced services have been performed.



**Section 220. 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 funds received under this Agreement; withhold income taxes; pay employment (social security), unemployment compensation, industrial insurance (worker's compensation) and other taxes as may be due; and unless exempt, procure and maintain a City of Seattle Business License. The Agency shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes, including when requested by the City, fidelity bonding of personnel with fiscal responsibilities.

**Section 230. Access to Records; Audits, Retention of Records**

- A. The City, its designated agents and funding entities 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 the Service 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 SPP Levy, 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. At 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.
- D. Records that document financial and/or program support of investments must be retained for the entire length of the program or 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 240. 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 this Agreement, and shall do so immediately after the Agency's discovery of the same.

**III. ADDITIONAL TERMS OF PERFORMANCE****Section 300. Non-Discrimination/Equality in Contracting**

Without limiting the generality of Section 500 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 will comply with all applicable provisions of the Americans with Disabilities Act in performing its obligations under this Agreement, and shall provide such reports and information relative to the accessibility of client services as may be requested by the Director.

- B. 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, 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 that applicants are employed, and that employees are treated during employment, without regard to their 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. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, transfer; recruitment, layoff, rates of pay, or other forms of compensation and training.
- C. The foregoing provisions of this section shall be inserted in all subcontracts for the Work covered by this Agreement.
- D. **Equal Benefits; Compliance with SMC Ch. 20.45:**  
The City acknowledges that as a public entity, the Agency is exempt from the requirements of SMC Ch. 20.45 and has the right to develop and implement its own program regarding equal benefits for Agency employees with domestic partners. The City recognizes that the Agency has its own program and accepts the Agency's existing program. At the City's request, the Agency shall provide complete information and verification of the Agency's equal benefits program. Failure to cooperate with such a request shall constitute a material breach of this Contract. *(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at [http://www.seattle.gov/contracting/equalbenefits.htm/.](http://www.seattle.gov/contracting/equalbenefits.htm/))*
- E. **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 this Agreement.

### **Section 310. Efforts to Use Women and Minority Business Enterprises**

- A. The City acknowledges and accepts the Agency's outreach program for hiring of minority and women employees. With respect to subcontracting of services provided under this Agreement, the Agency shall use affirmative efforts to promote and encourage participation by women and minority businesses. Agency agrees to make such efforts as a condition of this Agreement.
- B. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses
- C. **Sanctions for Violation:** 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 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, it shall be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

### **Section 320. 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 the 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 330. 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.

In the performance of the Agreement, each party hereto will be acting in its individual capacity and not as an agent, employee, partner, joint venture or associate of the other. 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.

**Section 340. Workforce Diversity**

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

**Section 350. Grievances by Participants**

The Agency will establish a system through which applicants for and 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**

The Agency shall defend, indemnify and hold the City and its employees, elected officials, and agents harmless from all losses, liabilities, claims, costs (including attorneys' fees), actions, or damages of any sort whatsoever arising out of: (i) the performance of the Work by the Agency, its officers, employees, subcontractors, agents or volunteers; (ii) any act, omission, or willful misconduct of Agency, its officers, employees, subcontractors, agents, or volunteers; or (iii) the Agency's breach of this Agreement. The foregoing indemnity is expressly intended to and shall constitute a waiver of Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only with respect to the City and to the extent necessary to provide City with a full and complete indemnity from claims made by Agency's employees. The Agency acknowledges that the foregoing obligations were mutually negotiated. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement for the duration of any limitation period established by law.

**Section 410. Insurance**

The City and the Agency each accepts the other's programs of self-insurance.

**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, and 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 this 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. If the Agency's performance of services under this Agreement results in a book or other copyrightable material, the author is free to copyright the work; but the City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all such copyrighted material and all materials which can be copyrighted.

**Section 530. Alterations or Variations**

No other alteration or variation of the terms of, or departure from, or change authorized in the performance contemplated by this Agreement(s) shall be valid unless made by formal 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 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 this Agreement, and such failure has not been corrected to the City's reasonable satisfaction within a reasonable time period of no less than ten (10) days, but no more than thirty (30) days, after receiving notice specifying such failure. If the City terminates the Agreement for cause, the City shall be entitled to all remedies available at law or equity. Upon termination, the Agency may immediately stop performance of all work under this Agreement.
- 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. Upon termination, the Agency may immediately stop performance of all work under this Agreement.

- 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. **Without Cause:** Either party may terminate this Agreement for any reason at the end of a quarter term upon sixty (60) days written notice to the other party. In addition, the Agency may terminate this Agreement at any time if it determines that such action is necessary for the health, safety, or education of students or staff.
- E. **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.
- F. **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 and together with any costs necessarily incurred to terminate the services, 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 this Agreement.

**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 are held legally unenforceable or 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.**

Requirements unique to a program's funding source will govern the scope of work and will be detailed in this Agreement. When a program is funded by multiple sources, any conflicts that occur will be resolved first by City of Seattle Ordinance requirements, followed by the SPP Implementation Plan followed by the SPP Partnership Agreement requirements.

**EXHIBIT B:  
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 C: 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 **Seattle School District #1** ("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 **Seattle School District #1** 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 supervisors 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** (Exhibit F). 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 Early 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®, 5<sup>th</sup> 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.

### **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--rounded) plus benefits for a period of 208 days (1,667 hours) **per school year.** **The results of the 2016 negotiation between the teachers' bargaining union and the District about the City of Seattle's mandated minimum wage requirements will be incorporated into this agreement through written correspondence between SPS and the DEEL Program Manager.**
- *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--rounded) plus benefits for a period of 208 days (1,667 hours) **per school year.**
- *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--rounded) plus benefits for a period of 208 days (1,667 hours) **per school year.**

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 **and 2016-17** school year(s). 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; 6 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 teacher's hourly rate of pay up to \$30 per hour.

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--rounded) plus benefits for a period of 202 days (1,616 hours) per school year. The results of the 2016 negotiation between the teachers' bargaining union about the City of Seattle's mandated minimum wage requirements will be incorporated into this agreement through written correspondence between SPS and the DEEL program manager.
- 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--rounded) plus benefits for a period of 202 days (1,616 hours) per school year.

SPP assistant teachers will work a minimum of 1,616 hours which includes 8 hours per day, 5 days per week, and 202 days (180 program days, 15 paid time off days, seven holidays) during the 2015-16 and 2016-17 school year(s). 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 teacher's hourly rate of pay up to \$17 per hour.

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 each school year, 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 School District #1 (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:** Director/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 teachers 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 **for 2016-17 SY– October 31, 2016, February 28, 2017 and May 31, 2017.**
- 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-3<sup>rd</sup> 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.

- 1) **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. **Classrooms that have already received start-up funds will not be eligible for another award.**

**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, 3<sup>rd</sup> 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 B.

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**EXHIBIT D**  
**INVESTMENT PLAN, PAYMENT TERMS AND REPORTING REQUIREMENTS**

For the period of performance beginning September 1, 2015 through August 31, 2016 ~~2017~~, DEEL shall invest no more than ~~\$635,067.60~~ **\$2,493,067.60** ~~-\$635,067.60 in 2015-16 SY and~~ **\$1,858,000 in 2016-17 SY** ("Contract Price") in **Seattle School District #1** ("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:

**2015-16 SY**

<b>Payment Basis</b>	<b>2015 Funding</b>	<b>2016 Funding</b>	<b>Total</b>
Baseline Payment (75%)	\$190,520.29	\$285,780.43	<b>\$476,300.72</b>
Performance Payment (25%)	\$88,909.46	\$69,857.42	<b>\$158,766.88</b>
<b>Total</b>	<b>\$279,429.75</b>	<b>\$355,637.85</b>	<b>\$635,067.60*</b>

**2016-17 SY**

<b>Payment Basis</b>	<b>2016 Funding</b>	<b>2017 Funding</b>	<b>Total</b>
<b>Baseline Payment (75%)</b>	<b><u>\$359,213.33</u></b>	<b><u>\$1,034,286.67</u></b>	<b><u>\$1,393,500.00</u></b>
<b>Performance Payment (25%)</b>	<b><u>\$260,120.00</u></b>	<b><u>\$204,380.00</u></b>	<b><u>\$464,500.00</u></b>
<b>Total</b>	<b><u>\$619,333.33</u></b>	<b><u>\$1,238,666.67</u></b>	<b><u>\$1,858,000.00*</u></b>

**\*Maximum Contract Total: \$2,493,067.60**

**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 \$476,300.72 **\$1,869,800.72** (**\$476,300.72 in 2015-16 SY and \$1,393,500 in 2016-17 SY**) ("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 ~~\$158,766.88~~ **\$623,266.88** (**\$158,766.88 in 2015-16 SY and \$464,500 in 2016-17 SY**) ("Performance Pay") for actual achievement of the performance targets in the amounts indicated below in the Performance Pay Table. The Agency will be compensated for actual percentage achieved.

- C. **Adjustments (if any):** **If there are any changes that affect the 2016-17 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).**

**Performance Pay Table 2015-16 SY**

<b>Due Date</b>	<b>Performance Targets</b>	<b>Maximum Payment</b>
October 31, 2015	Each teacher will develop or update a Professional Development Plan with his/her DEEL Coach. <b>Verification: Copy of PDP Plan</b>	<b>\$12,701.36</b>
October 31, 2015	The Agency will submit a completed Kindergarten Transition Plan to the Early Education Specialist. <b>Verification: Copy of Transition Plan</b>	<b>\$12,701.36</b>
November 30, 2015	Teachers will complete fall TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline. <b>Verification: Assessment Status Report from TSG</b>	<b>\$19,052.02</b>
December 31, 2015	The Agency will complete health screenings for each child within 90 days of the child's program start date. <b>Verification: Agency will update information in ELNIS and Education Specialist will provide approval.</b>	<b>\$19,052.02</b>
December 31, 2015	The Agency will complete developmental screenings for each child within 90 days of the child's program start date. <b>Verification: Agency will update information in ELNIS and Education Specialist will provide approval.</b>	<b>\$25,402.70</b>
February 28, 2016	Teachers will complete winter TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline. <b>Verification: Assessment Status Report from TSG</b>	<b>\$19,052.02</b>
May 31, 2016	The Agency will inform families about kindergarten enrollment processes. <b>Verification: Documentation including, but not limited to, Kindergarten transition night flyers, Kindergarten enrollment letters to families, parent newsletter.</b>	<b>\$19,052.02</b>
May 31, 2016	Teachers will complete spring TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline. <b>Verification: Assessment Status Report from TSG</b>	<b>\$19,052.02</b>
May 31, 2016	Each teachers will complete or update progress on their Professional Development Plan with his/her DEEL Coach. <b>Verification: Copy of updated PDP Plan</b>	<b>\$12,701.36</b>
<b>2015-16 SY Total Maximum Performance Payment</b>		<b>\$158,766.88</b>

**Performance Pay Table 2016-17SY**

<b><u>Completion Date</u></b>	<b><u>Performance Targets</u></b>	<b><u>Maximum Payment</u></b>
<b><u>October 31, 2016</u></b>	<b><u>Each teacher will develop or update a Professional Development Plan with his/her DEEL Coach.</u></b> <b><u>Verification: Copy of PDP Plan</u></b>	<b><u>\$37,160.00</u></b>
<b><u>October 31, 2016</u></b>	<b><u>The Agency will submit a completed Kindergarten Transition Plan to the Early Education Specialist.</u></b> <b><u>Verification: Copy of Transition Plan</u></b>	<b><u>\$37,160.00</u></b>
<b><u>November 15, 2016</u></b>	<b><u>Teachers will complete fall TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline.</u></b> <b><u>Verification: Assessment Status Report from TSG</u></b>	<b><u>\$55,740.00</u></b>
<b><u>December 31, 2016</u></b>	<b><u>The Agency will complete health screenings for each child within 90 days of the child's program start date.</u></b> <b><u>Verification: Agency will update information in ELNIS and Education Specialist will provide approval.</u></b>	<b><u>\$55,740.00</u></b>



<u>December 31, 2016</u>	<u>The Agency will complete developmental screenings for each child within 90 days of the child's program start date.</u> <u>Verification: Agency will update information in ELNIS and Education Specialist will provide approval.</u>	<u>\$74,320.00</u>
<u>February 28, 2017</u>	<u>Teachers will complete winter TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline.</u> <u>Verification: Assessment Status Report from TSG</u>	<u>\$55,740.00</u>
<u>May 31, 2017</u>	<u>The Agency will inform families about kindergarten enrollment processes.</u> <u>Verification: Documentation including, but not limited to, Kindergarten transition night flyers, Kindergarten enrollment letters to families, parent newsletter.</u>	<u>\$55,740.00</u>
<u>May 31, 2017</u>	<u>Teachers will complete spring TSG assessments portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline.</u> <u>Verification: Assessment Status Report from TSG</u>	<u>\$55,740.00</u>
<u>May 31, 2017</u>	<u>Each teachers will complete or update progress on their Professional Development Plan with his/her DEEL Coach.</u> <u>Verification: Copy of updated PDP Plan</u>	<u>\$37,160.00</u>
<b>2016-17 SY Total Maximum Performance Payment</b>		<b><u>\$464,500</u></b>

- D. 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.
- E. Should the Agency earn less than the maximum Contract Price, the City will retain any unspent funds.
- F. 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.

- Invoice Payment Form (Exhibit E):** The Agency shall submit one invoice by the **tenth working day of the month** for the previous calendar month.
- The City will make payment within 30 days of receiving an invoice, contingent upon receipt of all required reports and documentation.
- Monthly Attendance Report:** The Agency will enter attendance information into ELNIS **during 2015-16 SY monthly and into DEEL's new Child Information and Provider System (ChIPS) monthly during the 2016-17 SY.** The Early Education Specialist will verify attendance information in ELNIS prior to invoice payment **during 2015-16 SY and in ChIPS during the 2016-17 SY.** .

4. **Staff Report (Exhibit F):** The Agency will submit a Staff Report (Exhibit F) or a similar report, as mutually agreed upon by the City and the Agency, any time staffing changes occur.
5. 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

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City of Seattle Department of Education and Early Learning  
Seattle Preschool Program

INVOICE PAYMENT FORM  
2015-2016 School Year

**Instructions:** Complete grey cells only. All other cells will autofill. Print and send back to DEEL when completed.

<b>Provider's Name:</b>		Seattle Public Schools, Accounting Dept			<b>Today's Date:</b>		
<b>Provider's Address:</b>		PO Box 34165 MS:33-182, Seattle WA 98124-1165					
<b>Provider's Phone No.:</b>		(206) 252-0256			<b>Contractor Invoice Number:</b>		
<b>Contract Number:</b>		DC15PA024					
<b>Contract Period:</b>		9/1/2015-8/31/2016			<b>Invoice Month (Drop-Down)</b>		
<b>Maximum Amount:</b>		\$635,067.60			Sep-15		
Category	Unit Cost	Maximum Contract Amount	% Completed	Less Previous	Earned This Period	Earned to Date	Balance
<b>Base Pay</b>							
Baseline Pay	\$ 47,630.07	\$ 476,300.72	0.0%	\$ -	\$ -	\$ -	\$ 476,300.72
<b>Baseline Pay Subtotal</b>		<b>\$ 476,300.72</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 476,300.72</b>
<b>Performance Targets</b>							
Teacher PD Plans	\$ 2,116.89	\$ 12,701.36	0.0%	\$ -	\$ -	\$ -	\$ 12,701.36
KG Transition Plan	\$ 12,701.36	\$ 12,701.36	0.0%	\$ -	\$ -	\$ -	\$ 12,701.36
Fall TSG	\$ 317.53	\$ 19,052.02	0.0%	\$ -	\$ -	\$ -	\$ 19,052.02
Health Screenings	\$ 317.53	\$ 19,052.02	0.0%	\$ -	\$ -	\$ -	\$ 19,052.02
Developmental Screenings	\$ 423.38	\$ 25,402.70	0.0%	\$ -	\$ -	\$ -	\$ 25,402.70
Winter TSG	\$ 317.53	\$ 19,052.02	0.0%	\$ -	\$ -	\$ -	\$ 19,052.02
KG Enrollment Info	\$ 317.53	\$ 19,052.02	0.0%	\$ -	\$ -	\$ -	\$ 19,052.02
Spring TSG	\$ 317.53	\$ 19,052.02	0.0%	\$ -	\$ -	\$ -	\$ 19,052.02
Teacher PD Plan Progress	\$ 2,116.89	\$ 12,701.36	0.0%	\$ -	\$ -	\$ -	\$ 12,701.36
<b>Performance Targets</b>		<b>\$ 158,766.88</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 158,766.88</b>
<b>Grand Total</b>		<b>\$ 635,067.60</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 635,067.60</b>
INVOICE CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, to the best of my knowledge and belief after diligent inquiry, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Seattle, and that I am authorized to authenticate and certify to said claim.							
<b>Name (please print or type)</b>		<b>Signature of Authorized Representative</b>			<b>Date</b>		

Please email signed invoices to NaKeesa Frazier-Jennings (NaKeesa.Frazier-Jennings@seattle.gov)



City of Seattle Department of Education and Early Learning  
**Seattle Preschool Program**

**INVOICE PAYMENT FORM--2016-17 SY**

**Instructions:** Complete grey cells only. All other cells will autofill. Print, sign, and email back to DEEL when completed.

<b>Provider's Name:</b>	Seattle School District #1				<b>Today's Date:</b>		
<b>Provider's Address:</b>	PO Box 94649, Seattle, WA 98124-4649				8/29/2016		
<b>Provider's Phone No.:</b>	206-684-4508				<b>Agency Invoice No. (Optional):</b>		
<b>Contract Number:</b>	DC16PA040						
<b>Contract Period:</b>	9/1/2016-8/31/2017				<b>Invoice Month (Auto-Fill)</b>		
<b>Maximum Amount:</b>	\$1,858,000.00				<b>Enter Date</b>		
<b>Category</b>	<b>Unit Cost</b>	<b>Maximum Amount</b>	<b>% Completed</b>	<b>Less Previous</b>	<b>Earned This Period</b>	<b>Earned to Date</b>	<b>Balance</b>
<b>Base Pay</b>							
Slot Pay (Sept-Dec)	\$89,803.33	\$359,213.33	0.0%	\$0.00	\$0.00	\$0.00	\$359,213.33
Slot Pay (Jan-Aug)	\$129,285.83	\$1,034,286.67	0.0%	\$0.00	\$0.00	\$0.00	\$1,034,286.67
<b>Baseline Pay Subtotal</b>		<b>\$1,393,500.00</b>	<b>0.0%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,393,500.00</b>
<b>Performance Targets (Based on % Complete)</b>							
Teacher PD Plan (October)	Actual %	\$37,160.00	0.0%	\$0.00	\$0.00	\$0.00	\$37,160.00
KG Transition Plan (October)	Actual %	\$37,160.00	0.0%	\$0.00	\$0.00	\$0.00	\$37,160.00
Fall TSG Assess (November)	Actual %	\$55,740.00	0.0%	\$0.00	\$0.00	\$0.00	\$55,740.00
Health Screenings (December)	Actual %	\$55,740.00	0.0%	\$0.00	\$0.00	\$0.00	\$55,740.00
Developmental Screenings (December)	Actual %	\$74,320.00	0.0%	\$0.00	\$0.00	\$0.00	\$74,320.00
Winter TSG (February)	Actual %	\$55,740.00	0.0%	\$0.00	\$0.00	\$0.00	\$55,740.00
KG Enrollment (May)	Actual %	\$55,740.00	0.0%	\$0.00	\$0.00	\$0.00	\$55,740.00
Spring TSG Assess (May)	Actual %	\$55,740.00	0.0%	\$0.00	\$0.00	\$0.00	\$55,740.00
Teacher PD Progress (May)	Actual %	\$37,160.00	0.0%	\$0.00	\$0.00	\$0.00	\$37,160.00
<b>Performance Targets Subtotal</b>		<b>\$464,500.00</b>	<b>0.0%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$464,500.00</b>
<b>Adjustments</b>							
<b>Adjustment</b>	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	\$0.00
<b>Grand Total</b>		<b>\$1,858,000.00</b>	<b>0.0%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,858,000.00</b>
INVOICE CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, to the best of my knowledge and belief after diligent inquiry, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Seattle, and that I am authorized to authenticate and certify to said claim.							
Name (please print or type)		Signature of Authorized Representative				Date	

Please email signed invoices to: NaKeesa Frazier-Jennings (nakeesa.frazier-jennings@seattle.gov)



**2017-18 Estimated Budget  
15 Seattle Preschool Program and 2 Headstart Classrooms**

**Revenue**

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**Total Estimated 17-18 City Payment** **3,822,305**

**Total Estimated 17-18 Funding Sources** **3,395,643**

*(estimate of working program budget after accounting for other funding sources, 25% holdback, & removal of indirect)*

**Expenditures**

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Teachers 1,436,970

Instructional Assistants 886,740

Hourly Tutor 196,005

Substitutes 33,450

Materials and Supplies 45,000

Evaluator Support 30,000

Front-Office Support 55,275

Nursing Support 79,080

Custodial Support 39,966

Nutrition Support 50,250

PCP Time 157,230

Average Salary Reserve 63,140

New SPP Classroom Start-Up 80,000

Headstart Classrooms Estimate 221,944

**Total Estimated Expenditures** **3,375,050**

**Total Funding Sources More (Less) Than Expend.** **20,593**