



SCHOOL BOARD ACTION REPORT

DATE: January 8, 2018
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Michael Tolley, Associate Superintendent of Teaching and Learning
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Cashel Toner, Executive Director of Curriculum, Assessment and Instruction
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For Introduction: February 13, 2018
For Action: March 7, 2018

1. TITLE

City of Seattle Department of Education and Early Learning/Seattle Preschool Program Service Agreement 2018-19

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 in Motion A will allow continuation of 17 Seattle Preschool Program classrooms currently operated by the District and with the acceptance of funds in Motion B the expansion of up to 7 new classrooms, for a total of up to 24 classrooms.

3. RECOMMENDED MOTION

A. I move that the School Board authorize the Superintendent to enter into a Service Agreement for the 2018-19 school year with the City of Seattle Department of Education and Early Learning in an amount up to \$3,679,379 to operate 17 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.

And

B. I move that the School Board authorize the Superintendent to enter into a Service Agreement for the 2018-19 school year with the City of Seattle Department of Education and Early Learning in an amount up \$1,447,510 to open a minimum of four and up to seven new Seattle Preschool Program classrooms. This motion, if approved along with motion “A” would bring the total number of classrooms operated by Seattle Public Schools up to 24.

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 70 classrooms, offering services to 1,731 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 must 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 2014-15, the School Board authorized 3 SPP classrooms operated by Seattle Public Schools. In 2015-16, the Board authorized 8 SPP classrooms. In 2017-18, the Board authorized 17 SPP classrooms, serving 329 students in the Seattle Preschool Program.

Current 2017-18 SPP Classrooms

Arbor Heights (1 classroom)
Bailey Gatzert (1 classroom)
BF Day (1 classrooms)
Broadview Thomson (1 classroom)
Cedar Park (2 classrooms)
Dearborn Park (1 classroom)
Highland Park (1 classroom)
Louisa Boren STEM (1 classroom)
Olympic Hills (1 classroom)
Original Van Asselt (1 classroom*)
South Shore (3 classrooms)
Thornton Creek (1 classroom)
Van Asselt (1 classroom)
West Seattle (1 classroom)
*relocating to Van Asselt in 2018-19

Total Current SPP Classrooms: 17
Total SPP Preschool Slots: 329

In 2018-19, we are proposing up to 7 additional SPP classrooms. Two of these classrooms would utilize existing developmental preschool classroom space and be converted to SPP Plus inclusion classrooms. An additional two Head Start classrooms would utilize classroom space at EC Hughes that has been vetted by facilities and determined to have space. The remaining three SPP classrooms will utilize new classroom space that has also been vetted by facilities and determined to have space.

Proposed 2018-19 New SPP Classrooms

Arbor Heights (1 new classroom)
Bailey Gatzert (1 conversion classroom)
BF Day (1 new classroom)
EC Hughes (2 new classrooms)
Sand Point (1 new classroom)
Thornton Creek (1 conversion classroom)

Total Proposed New SPP Classrooms: 7

Total Proposed SPP Preschool Slots: 461

Staff recognize the District's capacity challenges. Facilities staff will continue to monitor enrollment at these sites, projections for capacity, class size reduction impacts 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.

Motions A and B would increase the total amount up to 24 SPP classrooms, or up to 461, 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. An additional forty slots would be reserved for students with Individualized Education Programs. Research has also indicated that the meaningful inclusion of students with and without disabilities in early childhood programs is beneficial to the learning and development of children.

The proposed draft of the 2018-19 Seattle Preschool Program Classroom Service Agreement between Seattle School District No. 1 and City of Seattle includes no changes to programmatic requirements, performance targets or deliverables. Minor grammatical and formatting edits were made from the 2017-18 Service Agreement.

- 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. The Board could accept grant funds in Motion A, but not Motion B. That is not recommended. Staff recommend approval of both Motion A and Motion B.
- 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. The National Institute for Early Education Research (NIEER) and University of Washington's Cultivate Learning recently released the Year 2 Seattle Preschool Program Impact Evaluation (2016-17). Summary highlights from the report include:

- Classroom quality improved while the number of classrooms were doubled
- Annual gains for teacher/child interactions outperformed national comparisons
- Positive student outcomes and gains; on average, children of color and those from non-English speaking or low-income homes made the largest gains in three domains
- Classrooms are racially diverse; serving majority of low- and middle-income families
- Families reported positive changes, connection, and communication with preschools

5. FISCAL IMPACT/REVENUE SOURCE

If Motions A and B are approved, revenue in the amount up to \$5,126,889 (current 17 classroom cost + estimated cost for up to 7 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.

The Seattle Preschool Program funding model is designed with a 75% base fund allocation and 25% performance pay framework. 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. (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. These are actions undertaken to gather family and community input to inform program decision-making:

- A Preschool Taskforce was formed in May 2016 at the request of the SPS School Board. One of its main tasks was to assess the risks and benefits of sustaining and expanding preschool offerings in SPS, and to make recommendations on the development of special education inclusion preschool classrooms. The final recommendations in the Preschool Task Force Final Report, submitted in January 2017 to the Superintendent, continue to inform our decisions as we expand access to SPS preschool.
- Family Connection conferences were incorporated into the preschool calendar this year to align with kindergarten WaKIDS practices. These family-teacher conferences were held during the first three days of school, September 6-8, 2017. These Family Connection conferences were followed by family teacher conferences in November 2017.
- In the Spring of 2017 SPP launched a Family Survey that was distributed to all SPP families. The survey yielded an overall return rate of 82 percent, with 95 percent of families rating the SPP quality as good or excellent. The full results of this survey can be found in the *Year 2 Report: Seattle Pre-K Program Evaluation*.
- Head Start sites included in this proposal are conditional until parent and community input, gathered via the local Policy Council, is considered. Policy Council governance responsibilities include voting on program design and operation, and long- and short-term planning goals and objectives. Further alignment with local and community wide needs are ensured by the annual community-wide strategic planning and needs assessment and self-assessment. Policy Council will spend several months providing input on and approving final decisions regarding the Head Start grant for years 2018 – 2023. The grant is due to the Office of Head Start on August 1, 2018.

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. Seattle Public schools currently has seventeen SPP classrooms located in eight of the twelve middle school attendance areas. Ten of our classrooms are in Title 1 schools; SPP classrooms are racially diverse, and serving a majority of low- and middle-income families:

- Asian (28%)
- White (24%)
- Black/African-American (20%)
- Hispanic/Latino (10%)
- Two or more races (10%)
- Native HI/Other Pacific Islander (1%)
- American Indian/Alaska Native (1%)
- Unreported Data (6%)

8. STUDENT BENEFIT

The SPS Early Learning Department and [Early Childhood Special Education Department](#) are continuing to build more inclusive opportunities by expanding the continuum of services and preschool options that meet the individual needs of children with disabilities in high-quality preschool programs. In 2017-18, SPS successfully piloted four [SPP Plus classrooms](#), offering full-day inclusive preschool programming.

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.

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. POLICY IMPLICATION

As noted above, Policy No. 6114, Gifts, Grants, Donations and Fundraising Proceeds, requires that the School Board approve grants over \$250,000.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Curriculum and Instruction Policy Committee meeting on February 6, 2017. The Committee reviewed the Board Action Report and recommended that both Motions A and Motion B move forward for consideration.

12. TIMELINE FOR IMPLEMENTATION

Upon approval, 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 2018-2019 school year.

13. ATTACHMENTS

- 2018-2019 Service Agreement (draft for approval)
- 2018-19 Estimated Budget 17 continuing classrooms (draft for reference)
- 2018-19 Estimated Budget 7 new classrooms (draft for reference)
- 2018-19 Estimated Budget 24 total classrooms (draft for reference)



Seattle Preschool Program Classroom Service Agreement

SEATTLE PUBLIC SCHOOLS MAKES EVERY EFFORT TO ENSURE OUR DOCUMENTS ARE ADA ACCESSIBLE. THE FOLLOWING SEATTLE PRESCHOOL PROGRAM CLASSROOM SERVICE AGREEMENT IS NOT. IF YOU ARE UNABLE TO REVIEW THE DOCUMENT PLEASE CONTACT TISHA CRUMLEY, EARLY LEARNING INCLUSION SPECIALIST AT TICRUMLEY@SEATTLESCHOOLS.ORG OR CALL 206-252-0790 FOR MORE INFORMATION.

**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: <INSERT SITES>

- d. **SEATTLE EDUCATION ASSOCIATION (SEA):** 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 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.¹
- 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).

¹ 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>

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 C. 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 Payment, 2) \$<INSERT> in Performance Payment and 3) \$<INSERT> in Other Payments (if any). As used in this Agreement, “Baseline Payment” means payment for managing preschool classrooms. “Performance Payment” 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 Payment 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, 2018 and expiring on August 31, 2019 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 2019-2020 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: Deliverables Report
- vi. Exhibit F: Staff Report
- vii. Exhibit G: Kindergarten Transition Action Plan
- viii. Exhibit H: Family Engagement Plan
- ix. Exhibit I: Classroom Startup Plan
- x. Exhibit J: Equal Benefits Compliance Form
- xi. 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

Date

By

Dwane Chappelle, Director
Department of Education and Early Learning

Name

Date

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**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 District shall further the City’s Seattle Preschool Program (SPP) Levy Outcomes described in Attachment 1 through operation and management of SPP for preschool students as described in more detail in Exhibit A, Program Description and Responsibilities (“Work”). The Agency shall perform the Work in a manner that achieves the Performance Targets specified in Exhibit B.

Section 105. Term

The term of this Agreement shall be effective when executed by an authorized representative of both parties and shall be for a term beginning on **September 1, 2018** and terminate on **August 31, 2019**. If the District is making satisfactory progress on its contracted performance targets, as determined by the DEEL Program Manager, the District will be eligible to continue receiving Levy funding under a new agreement, as part of the program. Each school year, the DEEL Program Manager will reauthorize program budgets, program plans, and renegotiate performance targets contingent on program performance. The District’s continued participation in the SPP Levy will be subject to the terms established annually for a new agreement.

Section 110. Identification of Investment Source

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

II. PAYMENT, RECORDS AND AUDIT

Section 200. Payment

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

Section 210. Method of Payment

SPP Classroom Service Agreement
2018-19 SY DRAFT
DOE17PA03

As a condition of payment under this Agreement, the District 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 District's name and address and the Project Agreement contract number. Invoices must be signed by an authorized representative of the District, who shall certify by his or her signature that the invoiced services have been performed.

Performance Pay:

- A. Should the District earn less than the maximum Performance Pay, the City will retain any undisbursed portion of the Contract Price.
- B. Once Performance Pay is made to the District, the City's intent is that the funds be used to provide further support to the program and not be deposited in a separate fund for general use.

Section 220. Reports and Information

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

Section 220. Record and Fiscal Control System

The District 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 District 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. Documentation of Costs

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

Section 240. Record and Fiscal Control System

The District shall maintain its financial records and fiscal control systems in a manner that meets the approval of the Director, the City Auditor and the Washington State Auditor; it shall maintain personnel

and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, industrial insurance (worker's compensation) and other taxes as may be due.

Section 250. Access to Records; Audits, Record Retention

- A. The City, its designated agents, shall have access at any time during normal business hours and as often as necessary to any bank account and District books, records, documents, accounts, files, reports, and other property and papers of the District 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 District 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 District is unable to maintain the records for the length of the retention policy, it must notify the City of Seattle's Department of Education and Early Learning.

Section 260. Notice Affecting Performance

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

III. ADDITIONAL TERMS OF PERFORMANCE

Section 300. Quality of Performance

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

Section 310. Social Equity Requirements

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

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

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

Section 320. Equal Benefits

The District does and will provide an employee's spouse or domestic partner the same or equivalent benefits ("Equal Benefits"). The District shall provide information and verification of the District's compliance with SMC 20.45 and Equal Benefits Program Rules through the completion of the Equal Benefits Declaration, Attachment 2. Any violation of this Section is a material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45.

Section 330. Prohibited Interlinkings

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

Section 340. Status of District Employees

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

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

Section 360. Workforce Diversity

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

Section 370. Grievances by Participants

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

IV. INDEMNIFICATION AND INSURANCE

Section 400. Indemnification

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

Section 410. Insurance

The District is a public entity that is self-insured. However, the District 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 District, at no expense to the City, shall comply with all applicable laws, SPP Classroom Service Agreement
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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 District shall specifically comply with the following requirements of this section.

- B. Licenses and Similar Authorizations: The District, 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 District 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 District'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

- A. The District shall retain the copyright (including the right of reuse) to all materials and documents prepared by the District in connection with a Project Agreement whether or not the work is completed. The District 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 District for the City under this Agreement.

Section 530. Changes

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

Section 540. Restrictions Upon Subcontracting, Transfer

The District 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 District 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 District responsible for proper performance of the District's obligations under this Agreement.

Section 550. Termination and Suspension

- A. For Cause: The City may terminate this Agreement if the District 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 District, the City may suspend without recourse the District's obligation to render services to the City and the City's obligation to pay for further services, by providing written notice to the District specifying the effective period of such suspension. Any such suspension shall have no effect on the Termination Date. Alternatively or subsequently, the City may terminate the Agreement.
- D. *For Convenience*. Either party may terminate this Agreement for any or no reason upon thirty (30) days' written notice prior to the effective date of termination.
- E. *By Mutual Agreement*. This Agreement may be terminated upon mutual agreement of the parties.
- F. *Notice*: Notice of termination pursuant to A, B, or C of this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- G. *Actions Upon Termination*: In the event of termination not the fault of the District, the District 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 District agrees that this payment shall fully and adequately compensate the District and all subcontractors for all costs, expenses, losses, liabilities, damages, taxes and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of the Agreement. If the City terminates the Agreement due to District default, the City shall be entitled to all remedies available at law or equity.

Section 560. Future Support

The City makes no commitment of future District 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 District shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

Section 580. Severability

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

VI. SPECIAL CONDITIONS

Section 600. SPP Program Standards

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

- A. City of Seattle Ordinance requirements
- B. SPP Implementation Plan
<http://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP%20Implementation%20Plan.April%201.PostCommittee.pdf>
- C. SPP Partnership Agreement
- D. SPP Manual

Business Operations

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

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

Child Information and Provider System (CHIPS) – The District will report data to DEEL using CHIPS. The District will be required to participate in select training to ensure proficiency and timeliness of data entry. All timelines for reporting data to the City will be included in the Deliverables Report (Exhibit E).

Early Achievers– The District will participate in Early Achievers activities as made available by the Washington State Department of Early Learning (DEL).

Written Policies and Procedures – The District shall maintain written policies and procedures, consistent with federal and state regulations, as applicable. These shall be kept on file and available for review at the request of DEEL staff. Policies and procedures shall include, but not be limited to, those listed in the SPP Program Manual, as revised.

Certification Standards – The District will meet and maintain Washington State Department of Early Learning (DEL) child care certification requirements as described in the Revised Code of Washington and the Washington Administrative Code. If uncertified, the District shall demonstrate how it effectively maintains health and safety standards, which are comparable to certification requirements.

Notification to City – The District shall notify the DEEL Early Learning Operations Manager and Early Education Specialist within 5 business days of the following:

- a. Any changes that could adversely affect the District’s ability to continue participation, including any child abuse investigations by Washington State Department of Social and Health Services’ Child Protective Services.
- b. Changes in District staff working in or with SPP classrooms, leadership, licensing status, or president of its governing board.
- c. Changes in the educational attainment level of lead teachers, assistant teachers, site supervisors, site directors, or agency directors who work in or with SPP classrooms.
- d. Any certification regulations must be reported to the Department of Early Learning (DEL).

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

Directors’ Meetings – The District will ensure that the director, supervisor, lead teacher or designee participates in applicable Directors’ meetings.

VII. ENTIRE AGREEMENT; CONTACTS; SIGNATURES

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 Seattle School District No. 1
Mao Svy, Early Education Specialist PO Box 94665 Seattle, WA 98124-6965 206-684-0169 mao.svy@seattle.gov	Cashel Toner, Executive Director of Curriculum, Assessment and Instruction MS 32-150, PO Box 34165 Seattle, WA 98124-1165 206-252-0093 cctoner@seattleschools.org

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 (“District”) 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

District Responsibilities

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

All District SPP staff are required to submit copies of their official college transcripts through the State’s Managed Education and Registry Information Tool (MERIT) to complete the education verification process. The District will provide DEEL with all documentation requested to determine SPP staff qualifications as they relate to the SPP education standards. District payments and minimum wages for staff are determined through review of this documentation. For more information, see SPP Manual. Staff changes, even temporary, will be reported to DEEL within five (5) business days.

DEEL Responsibilities

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

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

Early Achievers (EA)

District Responsibilities

The District will be required to participate in DEL’s Early Achievers Program and hold a rating of Level 3, 4, or 5. If the District’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

District Responsibilities

- The District will use either HighScope® curriculum or Creative Curriculum®, 6th Edition.
- Teachers will be required to attend mandatory curriculum training unless the District can provide proof that the teacher completed the curriculum training within the last three years.

- The District may apply for a curriculum waiver if:
 - District has a rating of Level 4 or above in Early Achievers
 - The curriculum used in the District has been evaluated and found to support children’s kindergarten readiness and explicitly includes approaches for supporting children’s social, emotional, cognitive, and pre-academic development.
 - The chosen curriculum includes a tool for assessing the fidelity of implementation
 - District has an intensive, agency-managed and funded plan for instructional support.
 - Please note: Awarding a curriculum waiver is solely the determination of DEEL.
- The District will continue to use their chosen curriculum through the 2017-18 school year
- The District will adhere to the SPP service duration of 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
<INSERT>	<INSERT>	<INSERT>	<INSERT>	<INSERT>	<INSERT>

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.

District Operations

District Responsibilities

- The District will be encouraged to make extended care options available to families outside of the SPP hours. The District 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. District rates for extended care services must not exceed the District’s private pay rate for comparable hours of care.
- The District will be required to follow the SPP “Zero Expulsion and Suspension Policy.” No City-funded families may be required to withdraw their children from agency services. The District may not request or recommend to the family that a child withdraw. The District will contact its DEEL Program Manager with any concerns about children’s behavior or attendance.

DEEL Responsibilities

- DEEL Education Specialist will collect information regarding District costs for extended care services; if these services are provided by the District.
- DEEL PIRs will assist families who may be eligible for child care subsidies.
- DEEL staff will provide assistance and professional development to the District on the “Zero Expulsion and Suspension Policy.”
- DEEL QPPD may provide additional behavioral supports to the District to address persistent behavioral concerns.

Student Selection

District Responsibilities

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

- *Selected by District to meet programmatic requirements (eligible/alignment):* If the District offers (40) Head Start, ECEAP, dual language programs, or (20) special education services, it may select a percentage of SPP children for these classrooms.
- *Selected by District for continuity of care (eligible/grandfathered):* SPP eligible children who were previously enrolled with the District as two and three year-olds. These children will be considered previously enrolled into the program.
- *Selected by District (ineligible):* The District may elect to hold up to 15% of the total slots in an SPP classroom for children who are ineligible for the program. No individual classroom may have more than 5 children who are ineligible for SPP. No SPP funds will be paid to directly support children who are ineligible for SPP. Ineligible children will not be included in calculating performance targets. The District is required to report data on children who are ineligible for the program including data linked to performance targets. No children who are eligible for SPP may be placed in these slots.
-

DEEL Responsibilities

- DEEL will select and place children, who are eligible for SPP, based on the DEEL selected number in the above table.
- DEEL Education Specialist will work with the District to determine the number of District-selected participants, if applicable.
- If District-selected children withdraw and the District is unable to fill the slot within two weeks then DEEL will select and place children to the available slots. Calculations for performance targets will be amended to reflect these changes.

Student Enrollment

District Responsibilities

- All children must have complete enrollment paperwork prior to the first day of service in an SPP classroom. This includes all ECEAP and Head Start children.
- Agencies will work with their assigned DEEL Human Services Coordinator to verify that all District-selected children in contracted classrooms complete SPP enrollment forms prior to their first day of service.
- The District must exit withdrawn children in CHIPS with five business day of the notification.

DEEL Responsibilities

- Once all enrollment paperwork is processed by DEEL, a DEEL Human Services Coordinator will communicate enrollment status to the District and families within 10 business days of receipt of complete enrollment documentation.
- DEEL will contact the families of children who withdraw to learn about the reasons for withdrawing. Specifically, DEEL will confirm the “Zero Expulsion and Suspension Policy” has not been violated.

Data

District Responsibilities

All data reported to DEEL will be reported in CHIPS. The District will attend DEEL required trainings for accurate and timely reporting.

- The District 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 District's Early Achievers' scores.
- The District will maintain all child and staff records using DEEL approved data reporting systems, including:
 - Ages & Stages Questionnaires® (ASQ) Online
 - TeachingStrategies® Gold (TSG)
 - Child Information and Provider System (CHIPS)
 - DEL Managed Education and Registry Information Tool (MERIT) system

Data Meetings

- The District will participate in at least two data meetings to review provider, classroom, and student data. Meetings will include at a minimum: teachers, Public Health – Seattle & King County (PHSKC) representative, DEEL Coach, and EA Coach.
- The District will participate in data meetings to enhance the Pre-K- through third grade transition process.

DEEL Responsibilities

- DEEL will maintain and provide training on the DEEL reporting mechanism to support the District with accurate and timely reporting.
- DEEL QPPD staff will convene the data meetings and provide comprehensive data sets (District, classroom, and student data). This will inform the winter and spring Quality Improvement Plans (QIPs) which are intended to identify areas of need, determine a plan for support, and monitor progress towards program- and student-level goals.

Health and Safety

District Responsibilities

Screenings

- The District will verify that an District staff person is trained to conduct health and developmental screenings and to conduct re-screenings as needed.
- The District 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 90 calendar days of the child's start date using the following tools:
 - Ages & Stages Questionnaires® (ASQ-3)
 - Ages & Stages Questionnaires®: Social-Emotional (ASQ:SE-2)
 - Health Screenings: Height, weight, vision, and hearing
 - The District will enter screening results into CHIPS and ASQ online within 5 business days of the screening date.

Health Records: The District must maintain current and confidential health files on all enrolled children. All screening results will be shared with families.

DEEL Responsibilities

Screenings: DEEL QPPD will coordinate training for developmental (ASQ-3 and ASQ:SE-2) and health screenings with Public Health - Seattle & King County (PHSKC)..

DEEL Education Specialist will work with PHSKC to monitor the completion of screenings.

Health Records: DEEL Education Specialist will work in coordination with PHSKC to verify that children’s health records are completed, including accurate and thorough documentation of follow-up.

Personnel

District Responsibilities

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

SPP Lead Teacher: SPP lead teachers will be paid according to their education, experience, and District 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 District 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 \$16 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 District 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 District will compensate lead teachers for all SPP duties including six hours of classroom instruction and an average of two hours of planning time per day, as well as during SPP training or meetings. SPP funds may not be used for non-SPP duties. District compensation for non-SPP work may supplement the minimum SPP pay levels.

SPP Assistant Teacher: SPP assistant teachers will be paid according to their education, experience and District 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 \$15 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 District will plan for teacher release time, and establish adequate staffing and ratios to maintain classroom quality and routines during a teacher's absence.

The District will compensate assistant teachers for all SPP duties including six hours of classroom instruction and an average of two hours of planning time per day, as well as during SPP training or meetings. SPP funds may not be used for non-SPP duties. District compensation for non-SPP work may supplement the minimum SPP pay levels.

Certified Bilingual Teachers: Lead teachers and instructional assistants who meet the following competency criteria will be fairly compensated for their expertise:

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

TeachingStrategies GOLD Interrater Reliability (IRR): The District will ensure that all Lead Teachers, and assistant teachers who enter data and complete assessments on children in TSG, will complete the IRR test within six months of contract start date or hire and every three years thereafter.

DEEL Responsibilities

- DEEL will collect teacher education and salary information from the District at the beginning of the contract period and upon any new teacher or assistant teacher hiring.
- DEEL will monitor that the District is providing teachers with release time to participate in DEEL required trainings.
- DEEL will process the reimbursements received from the District 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 District with the Seattle Public Schools Certificated Non-Supervisory Salary Schedule 2017-18, if needed.

Family Engagement and Support

District Responsibilities

- The District will submit a culturally-relevant plan for partnering with families and communities to improve child outcomes.
- The District shall provide information and referral to families for other appropriate service providers if the families have needs that cannot be met by the District.

DEEL Responsibilities

DEEL staff will provide technical assistance to the District on family engagement activities.

Classroom Startup Funds

District Responsibilities

The District may receive a one-time classroom startup award. To receive payment, the District must develop and complete objectives listed in a classroom startup plan to enhance/create a culturally-relevant, high-quality, inclusive teaching and learning environment for all children. Once a classroom has received start-up funds, it is no longer eligible to receive another award. In the case of displacement from a facility, the District will be eligible for a new award for each classroom it moves to a new facility. The award will be given to the District according to the following criteria:

Category	Eligible Amount	Definition
New Classroom	\$10,000	First year the classroom will be operating as a Pre-K classroom or displaced classroom
Continuing Pre-K Classroom	\$7,500	Classroom previously operated as a Pre-K classroom in the prior school year

DEEL Responsibilities

- DEEL Education Specialist will provide technical assistance to the District on developing the plan.
- DEEL Early Education Specialist will review purchases to confirm that the plan was executed.

Professional Development

District Responsibilities

- The District will include, within the daily schedule, two hours of planning time away from children for teachers and assistant teachers to develop classroom plans, participate in one-on-one meetings with the DEEL Coach, and to complete child assessment notes and individual child plans.
- The District will participate in professional development trainings provided by DEEL at no cost to the District.
- The District will require that all Staff work with or in SPP classrooms will be available to work with the assigned DEEL Coach.
- All SPP lead teachers who meet education or certification requirements will be expected to maintain a CLASS® combined Emotional Support (ES)/Classroom Organization (CO) score that exceeds 6.0 and a CLASS® Instructional Support (IS) score that exceeds 4.5.
- Teachers who receive tuition support to meet SPP requirements will be expected to meet these expectations by the time they complete their degree programs.

DEEL Responsibilities

- DEEL QPPD team will provide a calendar of required trainings to the District at the beginning of the contract period.
- DEEL Coach will provide differentiated and individualized classroom based instructional coaching that is culturally responsive and data driven.
- DEEL coach will develop goals as part of the teacher’s Professional Development Plan (PDP) and the classroom’s Quality Improvement Plans (QIP) when CLASS score are not achieved
- DEEL staff will provide support for teachers to meet SPP education requirements.

The District 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 District (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 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 District 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-3rd collaboration meetings

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

Evaluation:

District Responsibilities

The District will fully participate in all evaluation activities specified in the SPP Comprehensive Evaluation Strategy. This includes allowing DEEL-contracted assessors to come to the preschool site unannounced, enter classrooms to conduct CLASS and ECERS-3, and identifying a quiet place within the preschool site for assessors to conduct assessments with individual children both in the fall and in the spring. This also includes supporting the collection of parent surveys in the spring.

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

DEEL Responsibilities

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

EXHIBIT 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 \$<INSERT> (“Contract Price”) in **Seattle School District No. 1** (“District” or “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	2017 SPP	2018 SPP	Total
Baseline Payment			
Performance Payment			
Adjustments			
Total			

TERMS OF PAYMENT:

- A. Baseline Payment:** The District will be paid a maximum of \$<INSERT> for Baseline Payment in twelve (12) monthly installments. See Invoice Payment Form (Exhibit D) for monthly amounts.
- B. Performance Payment:** The District will be paid a maximum of \$<INSERT> (“Performance Pay”) for performance targets in the amounts indicated below in the Performance Pay Table. The District will receive two types of Performance Payments: 1) actual percentage and 2) banded percentage. The actual percentage payment is based on percent completed. The banded percentage payment rounds up to the nearest 10% (i.e., 89% is paid at 90%). Both types of payment shall not exceed 100% of the maximum amount. The Performance Payment Table summarizes the completion and invoice due dates for each Performance Payment target.

Enrollment: The District will receive payment for three enrollment targets: 1) actual number of District-selected Head Start and South Shore children enrolled in SPP (maximum of \$<INSERT>); 2) actual number of District-selected Special Education inclusion classroom students in SPP (maximum of \$<INSERT>); and 3) actual number District-selected IEP students (maximum of \$<INSERT>) in SPP classrooms. These measures do not include children selected and placed by DEEL, including children “grandfathered” into the program.

- C. Other Payments:** The District will be paid a maximum of \$xxx for achieving the Other Payment targets listed in the Performance and Other Payment Summary Table below. These payments have unique eligibility requirements and pay for staff education bonuses, classroom startup, family engagement services, and family survey participation.

- 1) Classroom Startup:** The District will be paid a maximum of \$<INSERT> for Classroom Startup. The District will submit an approved Classroom Startup Plan (Exhibit I). The District will receive \$<INSERT> for each classroom previously operated as a non-SPP Pre-K classroom in the prior school year and \$<INSERT> or each new SPP classroom. Classrooms that have already received start-up funds will not be eligible for another award.

- 2) **Family Engagement:** The District will be paid a maximum of \$<INSERT> for family engagement activities. Each SPP classroom shall receive \$<INSERT> to pay for family engagement activities. The District will submit the Family Engagement Plan (Exhibit H).
- 3) **Staff Education Bonus:** SPP will pay providers for those staff who meet SPP education requirements and whose credentials are verified in merit. For lead teachers who meet or exceed education requirements, providers will earn between \$<INSERT> and \$<INSERT>. For assistant teachers who meet education requirements, providers can earn \$<INSERT>. For site supervisors who meet education requirements, providers can earn an additional \$<INSERT>.

Banded Payments: For all other performance pay measures, the District 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): The District will be paid a maximum of \$573,000 for Staff Education Bonuses in twelve (12) monthly installments. See Invoice Payment Form (Exhibit D) for monthly amounts.

- 1. If there are any additional 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 District earn less than the maximum Contract Price, the City will retain any unspent funds.
- 3. Once a Performance Payment is made to the District, 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.

Must be completed by	Expected invoice date	Performance Targets	Target	Maximum Performance Payment
		Submit a Classroom Startup Plan to the Early Education Specialist. Verification: Copy of Classroom Startup Plan submitted and approved by Early Education Specialist		
		Submit a Family Engagement Plan to the Early Education Specialist. Verification: Copy of Family Engagement Plan submitted and approved by Early Education Specialist.		
		# of children enrolled/selected by the District in Head Start by October 31, 2018. Verification: District will update information in DEEL data system, calculated by DEEL Data team, verified by Early Education Specialist.		
		Complete Fall TeachingStrategies Gold Assessment portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline. Verification: District will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.		
		Complete health screenings for each child within 90 days of child's start date. Verification: District will update information in DEEL data system and approved by Early Education Specialist.		
		Complete Winter TeachingStrategies Gold Assessment portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline. Verification: District will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.		
		Complete Spring TeachingStrategies Gold Assessment portfolios for all children enrolled for at least 60 days prior to the Spring checkpoint deadline. Verification: The District will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.		
		A minimum of 7% of the overall District SPP enrollment for 2018-19 will consist of students with IEPs. Verification: The District will update information in DEEL data system, calculated by DEEL Data team, verified by Early Education Specialist.		
		The District will enroll 90% of District-Selected slots in the inclusion classrooms. Verification: The District will update information in DEEL data system, calculated by DEEL Data team, verified by Early Education Specialist.		
Total Maximum Performance Payment				

REPORTING REQUIREMENTS

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

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.

Invoicing for Performance Payment Targets: After data verification by DEEL, the Sr. 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. The Agency may not invoice for Performance Payment prior to receiving the Performance Payment email.

2. **Monthly Attendance Data Entry:** The Agency will enter attendance information into CHIPS at least monthly. The Agency is required to specify if children are late, leave early, and fully absent, and record the reason given for their absence. The Early Education Specialist will verify attendance information prior to monthly invoice payment.

INVOICE PAYMENT FORM



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, sign, and email back to DEEL when completed.

Provider's Name:	Seattle School District #1				Today's Date:		
Provider's Address:	Accounting, MS 33-343, PO Box 34165, Seattle, WA 98124-1165				9/26/2017		
Provider's Phone No.:	206-684-4508				Agency Invoice No. (Optional):		
Contract Number:	DC16PA03						
Contract Period:	9/1/2017-8/31/2018				Invoice Month (Auto-Fill)		
Maximum Amount:	\$3,799,879.00				Enter Date		
Category	Unit Cost	Maximum Amount	% Completed	Less Previous	Earned This Period	Earned to Date	Balance
Base Payment							
Slot Payment (Sept-Dec)	\$252,133.37	\$1,008,533.04	0.0%	\$0.00	\$0.00	\$0.00	\$1,008,533.04
Slot Payment (Jan-June)	\$167,933.37	\$1,343,466.96	0.0%	\$0.00	\$0.00	\$0.00	\$1,343,466.96
Baseline Pay Subtotal		\$2,352,000.00	0.0%	\$0.00	\$0.00	\$0.00	\$2,352,000.00
Variable Performance Targets (Based on % Complete)							
Head Start & SS Enrollment (Nov Invoice)	Actual %	\$36,800.00	0.0%	\$0.00	\$0.00	\$0.00	\$36,800.00
Health Screenings (Jan Invoice)	Banded %	\$114,080.00	0.0%	\$0.00	\$0.00	\$0.00	\$114,080.00
Fall TSG (Feb Invoice)	Banded %	\$176,800.00	0.0%	\$0.00	\$0.00	\$0.00	\$176,800.00
Winter TSG (April Invoice)	Banded %	\$176,800.00	0.0%	\$0.00	\$0.00	\$0.00	\$176,800.00
Spring TSG (Jun Invoice)	Banded %	\$176,800.00	0.0%	\$0.00	\$0.00	\$0.00	\$176,800.00
Inclusion Enrollment (Jun Invoice)	Actual %	\$40,000.00	0.0%	\$0.00	\$0.00	\$0.00	\$40,000.00
IEP Student Enrollment (Jun Invoice)	Actual %	\$62,720.00	0.0%	\$0.00	\$0.00	\$0.00	\$62,720.00
Fixed Payment Performance Targets (Lump Sum)							
Family Engagement (Nov Invoice)	\$787.00	\$13,379.00	0.0%	\$0.00	\$0.00	\$0.00	\$13,379.00
Classroom Startup-\$7,500 (Nov Invoice)	\$7,500.00	\$37,500.00	0.0%	\$0.00	\$0.00	\$0.00	\$37,500.00
Classroom Startup-\$10,000 (Nov Invoice)	\$10,000.00	\$40,000.00	0.0%	\$0.00	\$0.00	\$0.00	\$40,000.00
Performance Targets Subtotal		\$874,879.00	0.0%	\$0.00	\$0.00	\$0.00	\$874,879.00
Adjustments							
Adjustment	\$47,750.00	\$573,000.00	0.0%	\$0.00	\$0.00	\$0.00	\$573,000.00
Grand Total		\$3,799,879.00	0.0%	\$0.00	\$0.00	\$0.00	\$3,799,879.00
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 \(nakeesa.frazier-jennings@seattle.gov\)](mailto:NaKeesa.Frazier-Jennings@seattle.gov)

Deliverables Report 2017-18

Agency/Site _____

Month _____

Must be completed by	Contract Reporting Requirement	Target	Achieved
Monthly	All attendance data will be entered by the end of the month. Verification: Agency will update information in DEEL data system, calculated by DEEL Data staff, verified by Early Education Specialist.		
10/31/2017	Submit a Classroom Startup Plan to the Early Education Specialist. Verification: Copy of Classroom Startup Plan submitted and approved by Early Education Specialist.		
10/31/2017	Submit a Family Engagement Plan to the Early Education Specialist. Verification: Copy of Family Engagement Plan submitted and approved by Early Education Specialist		
10/31/2017	Children will be enrolled/selected by the Agency in SPP by October 31, 2017. Verification: Agency will update information in DEEL data system, calculated by DEEL Data staff, verified by Early Education Specialist.		
10/31/2017	% of 20 children with IEP will be enrolled/served by October 31, 2017.		
10/31/2017	Submit a completed Kindergarten Transition Plan to the Early Education Specialist. Verification: Copy of Transition Plan submitted and approved by Early Education Specialist.		
10/31/2017	Each teacher will develop or update a Professional Development Plan with his/her DEEL Coach. Verification: Copy of Professional Development Plan submitted and approved by DEEL Coach and Early Education Specialist.		
10/31/2017 (or within 30 calendar days from the child's first service date)	The Agency will complete a developmental screening by using the following tools: ASQ-3 and ASQ-SE-2. Verification: Agency will update information in ASQ Online, calculated by DEEL Data staff, verified by Early Education Specialist.		
11/15/2017	The Agency will work in partnership with a City-funded consultant to complete the Fall Peabody Picture Vocabulary Test 4 th edition. Verification: PPVT report will be submitted from City consultant and verified by Early Education Specialist.		
11/15/2017	Complete Fall Teaching Strategies Gold Assessment portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline. Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.		
12/29/2017	Complete health screenings for each child within 90 days of the child's start date. Verification: Agency will update information in DEEL data system, calculated by DEEL Data staff, verified by Early Education Specialist.		
01/31/2018	The Agency will work in partnership with a DEEL Coach to discuss or update the teachers' progress on the Classroom Quality Improvement Plans. The Agency will provide the Early Education Specialist with the completed QIP. Verification: Copy of QIP submitted and approved by DEEL Coach and Early Education Specialist.		

02/15/2018	The Agency will participate in the first data meeting. Verification: Meeting attendance will be verified by Early Education Specialist.		
02/28/2018	Complete Winter Teaching Strategies Gold Assessment portfolios for all children enrolled for at least 60 days prior to the checkpoint deadline. Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.		
03/30/2018	Complete a second developmental screening for each child using the ASQ-3 and/or ASQ-SE-2 for children progressing atypically. Verification: Agency will update information in ASQ Online, calculated by DEEL Data staff, verified by Early Education Specialist.		
04/16/2018	The Agency will participate in the 2 nd Data meeting. Verification: Meeting attendance will be verified by Early Education Specialist.		
05/15/2018	The Agency will work in partnership with a City-funded consultant to complete the Spring Peabody Picture Vocabulary Test 4 th edition. Verification: PPVT report will be submitted from City consultant and verified by Early Education Specialist.		
05/30/2018	Complete Spring Teaching Strategies Gold Assessment portfolios for all children enrolled for at least 60 days prior to the Spring checkpoint deadline. Verification: Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.		
05/31/2018	Each teacher will develop or update a Professional Development Plan with his/her DEEL Coach. Verification: Copy of Professional Development Plan submitted and approved by DEEL Coach and Early Education Specialist.		
05/31/2018	Complete or update progress on teacher Professional Development Plan with his/her DEEL Coach on the Classroom Quality Improvement Plans. The Agency will provide the Education Specialist with the completed QIP. Verification: Copy of QIP submitted and approved by DEEL Coach and Early Education Specialist.		
05/31/2018	Submit a completed Family Engagement Plan showing outcomes achieved. Verification: Copy of Family Engagement Plan/Outcomes Report submitted and approved by Early Education Specialist.		
05/31/2018	The Agency will submit a completed Kindergarten Transition Action Plan showing outcomes achieved. Verification: Copy of completed Kindergarten Transition Plan submitted and approved by Early Education Specialist.		

Agency Name: _____

Kindergarten Transition Action Plan

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

Name of Agency	
Funding Amount	
Classroom and Location	
Date Submitted	

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

- Outcome 1:
- Outcome 2:
- Outcome 3:

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

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.

Equal Benefits Compliance Declaration

District: **X**

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

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

Option A The Contractor makes, or intends to make by the contract award date, **all benefits available on an equal basis** to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in every location within the United States where substantial work on contract will be performed.

Option B The Contractor **does not make benefits available** to either the spouses or the domestic partners of its employees.

Option C The Contractor **has no employees**.

Option D Collective Bargaining Delay. Benefits are available on an equal basis to non-union workers, but union workers are subject to a collective bargaining agreement that does not provide equal benefits.

Option E Open Enrollment Delay. The first open enrollment period for implementing Equal Benefits is not available until after contract execution and Contractor will provide a cash equivalent payment to eligible employees until Equal Benefits can be implemented.

Option F Cash Equivalent Payment. The Contractor intends to provide a cash equivalent payment to eligible employees in lieu of making benefits available.

No United States Presence. The Contractor does not perform substantial work for the contract in any United State location.

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

Equal Benefits Instructions

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

1. Carefully fill out the Equal Benefits Declaration. It is essential to your standing in the evaluation process, so it is important to understand and complete the declaration properly.
2. The Co can answer any questions about this requirement or you may call the general office at 206-684-0444. Call before you submit your bid to ensure you've filled out the form correctly.
3. "Domestic Partner" is any person who is party to a same-sex or opposite-sex domestic partnership that is legally recognized in the place of jurisdiction where the union was established, including same-sex marriage, or registered as a Domestic Partner with the

employer or government registry established by state or local law. If the employer does not have a registration system and does not intend to implement one, the City of Seattle has a registration system as an option: <http://www.seattle.gov/leg/clerk/dpr.htm>

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

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

Printed Name: _____ Signature: _____ Date: _____



City of Seattle

II.
TRANSMITTAL FORM

INSURANCE REQUIREMENTS

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

Upon award of the Contract, the Agency shall maintain continuously throughout the entire term of the Contract, at no expense to the City, the following insurance coverage and limits of liability as checked below:

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

- Commercial General Liability (CGL)** or equivalent insurance including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury, Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be

\$ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage (“CSL”)

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 General Aggregate

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

- Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH **MINIMUM LIMITS OF LIABILITY OF \$1,000,000** CSL.

MSC-90 and CA 99 48 endorsements required unless In-transit Pollution coverage is covered under required Contractor’s Pollution Liability insurance.

- Worker's Compensation** insurance for Washington State as required by Title 51 RCW.

B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:

- Umbrella or Excess Liability** “follow form” insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of \$

CSL. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

- Contractor’s Pollution Liability** insurance with minimum limits of liability of \$1,000,000 or \$ _____ CSL each claim.
- Aviation Liability** insurance for bodily injury, death, property damage, contractual and passenger liability with minimum limits of \$1,000,000 or \$ _____ CSL each occurrence.
- Watercraft/P&I Liability** insurance with minimum limits of \$1,000,000 or \$ _____ CSL each occurrence.
- Federal Maritime** insurance with:
 - U.S.L.&H.** minimum limits \$1,000,000 or \$ _____ .
 - Jones Act** minimum limits \$1,000,000 or \$ _____ .
- Professional Liability (E&O/Technical E&O)** insurance appropriate to the agency’s profession. The minimum limit shall be \$1,000,000 or \$ _____ each claim.
- Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee theft, wire transfer, forgery & mail coverage, and client coverage)** with minimum limit \$1,000,000 or \$ _____ per occurrence and in the aggregate. Coverage shall include ‘Joint Loss Payable’ ISO form CR 20 15 10/10 or equivalent; and “Provide Required Notice of Cancellation to Another Entity’ SIO form CR 20 17 10/10.
- Technology Errors & Omission (E&O) Insurance** including but not limited to security and privacy liability with minimum limit of \$1,000,000 or \$ _____ each claim.
- Information Technology –Cyber Liability (Network Security Liability and Privacy Liability)** with minimum limit \$1,000,000 or \$ _____ per occurrence and in the aggregate. Coverage shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Agency’s Internet and Network Activities including coverage for, but not limited to, the following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of Agency’s computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Agency’s computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

B. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS: Agency shall include “the City of Seattle” as an additional insured to all of the insurance coverage listed and checked above in Sections A and/or Sections B; which must also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket

additional insured policy wording, and in any other manner further required by Contractor's insurance coverage to provide the City of Seattle additional insured coverage as set forth herein.

- C. NO LIMITATION OF LIABILITY:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle's requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Agency or any of the Agency's insurers. The City shall be an additional insured as required in paragraph C. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
- D. REQUIRED SEPARATION OF INSURED PROVISION; CROSS-LIABILITY EXCLUSION AND OTHER ENDORSEMENTS PROHIBITED:** Agency's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Agency's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Agency's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Agency's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. Agency's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Agency or reduced and/or offset against the Contract.
- E. SUBSTITUTION OF SUBCONTRACTOR'S INSURANCE:** If portions of the scope of work are subcontracted, the subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified in this Insurance Transmittal Form are satisfied.
- F. NOTICE OF CANCELLATION:** The above checked insurance coverages shall not be canceled by Agency or Insurer without at least forty-five (45) days written notice to the City, except ten (10) days' notice for non-payment of premium.
- G. CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of the Contract. The Agency shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of the Contract, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Agency's financial responsibility for liability for services performed.

- H. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- I. SELF-INSURANCE:** The City acknowledges that the Agency may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Agency shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- J. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** Agency must provide the following list of evidence of insurance:
- a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
 - b) An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL/MGL or other additional insurances required (and if required Agency's Pollution Liability insurance policy).
 - c) A copy of all other amendatory policy endorsements or exclusions of Agency's insurance CGL/MGL policy that evidences the coverage required.

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

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

2018-19 Estimated Budget

17 Continuing SPP Classrooms

Revenue

Total Estimated 18-19 City Payment \$3,679,379

Total Estimated 18-19 Funding Sources \$3,445,446

(estimate of working program budget after accounting for other funding sources, performance pay holdback, & removal of indirect)

Expenditures

Teachers \$1,484,145

Instructional Assistants \$784,860

Hourly Tutors \$174,255

Substitutes \$34,800

Materials and Supplies \$45,000

Evaluator Support \$30,000

Front-Office Support \$55,140

Nursing Support \$78,927

Custodial Support \$40,726

Nutrition Support \$50,130

PCP Time \$161,775

Average Salary Reserve \$45,000

Head Start Classrooms Estimates \$221,574

Senior Administrative Assistant \$42,801

Early Learning Inclusion Specialist \$103,155

Total Estimated Expenses **\$3,352,288**

Total 18-19 Funding Sources More (Less) Than Expenditures \$93,158

2018-19 Estimated Budget

7 New SPP Classrooms

Revenue

Total Estimated 18-19 City Payment \$1,447,510

Total Estimated 18-19 Funding Sources \$1,284,010

(estimate of working program budget after accounting for other funding sources, performance pay holdback, & removal of indirect)

Expenditures

Teachers \$494,715

Instructional Assistants \$261,620

Hourly Tutors \$58,085

Substitutes \$11,600

Materials and Supplies \$15,000

Evaluator Support \$10,000

Front-Office Support \$18,380

Nursing Support \$0

Custodial Support \$13,576

Nutrition Support \$16,710

PCP Time \$53,925

Average Salary Reserve \$15,000

New Classroom Startup \$70,000

Head Start Classrooms Estimates \$220,908

Senior Administrative Assistant \$0

Early Learning Inclusion Specialist \$0

Total Estimated Expenses **\$1,259,519**

Total 18-19 Funding Sources More (Less) Than Expenditures **\$24,491**

2018-19 Estimated Budget

24 Total SPP Classrooms

Revenue

Total Estimated 18-19 City Payment \$5,126,889

Total Estimated 18-19 Funding Sources \$4,729,456

(estimate of working program budget after accounting for other funding sources, performance pay holdback, & removal of indirect)

Expenditures

Teachers \$1,978,860

Instructional Assistants \$1,046,480

Hourly Tutors \$232,340

Substitutes \$46,400

Materials and Supplies \$60,000

Evaluator Support \$40,000

Front-Office Support \$73,520

Nursing Support \$78,927

Custodial Support \$54,302

Nutrition Support \$66,840

PCP Time \$215,700

Average Salary Reserve \$60,000

New Classroom Startup \$70,000

Head Start Classrooms Estimates \$442,482

Senior Administrative Assistant \$42,801

Early Learning Inclusion Specialist \$103,155

Total Estimated Expenses **\$4,611,807**

Total 18-19 Funding Sources More (Less) Than Expenditures \$117,649