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

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.

~~a.~~b. PROGRAM STANDARDS AND REQUIREMENTS: Pursuant to the Partnership Agreement, the District will adhere to all SPP quality requirements including, but not limited to: ~~participating~~participation in Early Achievers, requiring and reporting

teacher qualifications in the MERIT system, and ~~participating~~participation in the evaluation of SPP.

~~b-c.~~ SITES: The District will provide SPP preschool education to 3 and 4-year-old children at three (3) District facilities for a total of three (3) classrooms. The District will operate SPP classrooms at the following locations:

- i. Bailey Gatzert, 1301 E Yesler Way, Seattle, WA 98122
- ii. Van Asselt, 8311 Beacon Ave S, Seattle, WA 98118
- ~~e-iii.~~ Original Van Asselt, 7201 Beacon Ave S, Seattle, WA 98108SEATTLE

EDUCATION ASSOCIATION:

d. SEATTLE EDUCATION ASSOCIATION: Pursuant to the Partnership Agreement: instructional staff from District-operated SPP programs will participate in professional development and coaching to the extent that the requirements do not violate District responsibilities under the law or collective bargaining agreement(s).

~~1.i.~~ Embedded Coaching. ~~The District agrees to work with the Seattle Education Association (SEA) so that SPP required embedded coaching can take place in District-operated SPP classrooms. The~~ Whereas the City understands that an existing Collective Bargaining Agreement is in place between the District and SEA and that norequires embedded coaching may take place until an agreement is reached between SEA and the 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 ~~on this topic.~~ 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.

~~2.ii.~~ Professional Development. ~~The District agrees to work with~~ Whereas the Seattle Education Association (SEA) so that SPP required City requires professional development for all SPP teachers and assistant teachers, instructional staff ~~who work at~~ from District-operated SPP classrooms can take place. The City understands that an existing Collective Bargaining Agreement is programs will participate in place between the District and SEA and that no SPP mandated professional development may take place until an to the extent that the requirements do not violate District responsibilities

under the law or collective bargaining agreement(s) ~~is reached between SEA and the District on this topic.~~

- 3-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.

- ~~d.e.~~ CURRICULUM: Pursuant to the Partnership Agreement, the District will use HighScope curriculum at District-operated SPP sites.
- ~~e.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). ~~Teachers who receive tuition support to meet SPP requirements will be expected to meet these expectations by the time they complete their degree programs.~~
- ~~f.g.~~ STUDENT ASSIGNMENT: For the 2015-2016 school year, the District will ~~enroll~~accept students into District-operated classrooms pursuant to SPP assignment guidelines.¹ Eligible students currently enrolled at Bailey Gatzert will have their assignment grandfathered in for the 2015-2016 school year. Original Van

¹ See the Seattle Preschool Program Plan, Section C-3.5, available at <http://www.seattle.gov/education/child-care-and-preschool/seattle-preschool-program-for-more-information-on-these-guidelines>.
http://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP_ProgramPlan2015-16_Final.pdf

Asselt and Van Asselt students will be enrolled pursuant to SPP student assignment guidelines. SPP student assignment will be operated by the City.

g-h. HEALTH & SAFETY:

i. ~~Screenings:~~ The ~~Agency~~District will ~~be required to screen all children for~~conduct developmental and behavioral ~~concerns~~screens of all children within 90 calendar days of the start of the school year. If not previously trained, ~~agency~~District instructional staff will be trained to use the following tools:

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

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

- ~~1. A record of the child's medical home (primary care doctor name, address, and phone number).~~
- ~~2. A record of the child's dental home (dentist name, address, and phone number).~~
- ~~3. Immunization records.~~
- ~~4. Allergy information.~~
- ~~5. Food preferences and restrictions.~~

~~If applicable, confidential~~Student health files ~~must also include:~~

- ~~6. Results from health-related screenings (conducted by the Agency).~~
- ~~7. Accident reports.~~
- ~~8. Documentation of health-related family contacts.~~
- ~~9. Documents required by Head Start or Early Childhood Education and Assistance Program (ECEAP).~~

~~The Agency will maintain a tracking system to ensure that child records are kept up-to-date. All screening results will be shared with families. Scores indicating a developmental or behavioral concern should be discussed with parents and teachers to decide what additional evaluation or interventions would benefit the child. Completion dates, scores, and~~

~~needed follow-up will be shared with~~ kept separately from student education specialists, coaches, and other administration staff to better support the Agency.

ii. 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.

h.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.

i.i. FAMILY ENGAGEMENT: The District will provide a culturally relevant plan for partnering with families and communities to improve child outcomes on an annual basis.

j.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 B. The City shall have the right to withhold payment, to the extent that missing or inadequate documentation does not demonstrate entitlement to payment.

II. RESPONSIBILITIES OF THE CITY

a. PROFESSIONAL DEVELOPMENT: The City will provide the following training for teachers, assistant teachers, directors and program supervisors at no-cost to the District: Annual Pre-Service; Curriculum Training on HighScope or Creative Curriculum; Assessment Training on Teaching Strategies Gold; ASQ and ASQ:SE-2; CLASS; and ERS.

Teachers who are already certified on the curriculum will receive continuing education through content training and ~~SEEG~~ 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.

~~e. PAYMENT:~~

~~d.c. Facilities: Pursuant to the Partnership Agreement the District is eligible to apply for City funding for facilities improvements, expansions, and renovations for the purposes of providing City-funded early learning programs. Certain rules and restrictions will apply in the event that funds are awarded.~~ 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.

~~e.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. Payment Compensation~~

~~III. The City will provide payment to the District for the operation of SPP classrooms pursuant to Exhibit B titled, “Investment Plans, Payment Plans, and Reporting Requirements”.~~

The City shall pay the Agency up to \$609,522 (“Contract Price”). The total Contract Price includes two types of compensation: \$457,142 in Baseline Pay and \$152,380 in Performance Pay. As used in this Agreement, “Baseline Pay” means payment for managing preschool classrooms. “Performance Pay” means payment that is earned only upon Agency’s demonstration that the Work timely achieves the Performance Targets identified in Exhibit D. Performance Pay is payable according to the compensation table in Exhibit D. In no event shall the total Contract Price exceed \$609,522. Additionally, Baseline Pay will not exceed \$457,142 regardless of Agency’s costs in performing the Work.

Funding for the 2016-2017 school year and beyond will be secured for staffing and budget purposes by March 1 of the preceding year.

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.

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 ~~biannual~~ agreement and subsequent semiannual review of this agreement.

~~IV. Termination~~

~~Either party~~

IV. Dispute Resolution

Both parties agree that in instances that may ~~terminate this Agreement for any reason at the end of a quarter term upon sixty (60) days written notice~~ arise due to the other party. ~~In addition, the~~ unforeseen conflicts between District ~~may terminate this Agreement~~ at 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.

V. Quality of Performance

At any time during the term of the Agreement, if ~~it~~ the Director determines ~~that such~~ 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 ~~is necessary for the health, safety, or education of students or staff.~~ 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.

~~V.~~ **Notices**

~~Any written notice or communication provided for, required, or permitted herein shall be addressed to the following:~~

~~To the City:~~

~~_____ NAME, TITLE
_____ City of Seattle
_____ STREET NUMBER, STREET NAME
_____ Seattle, WA ZIP~~

~~To the District:~~

~~_____ Ms. Cashel Toner, Director of Early Learning
_____ Seattle Public Schools
_____ PO Box 34165, MS 31-555
_____ Seattle, WA 98124-1165~~

~~_____ With a copy to:~~

~~_____ Office of General Counsel
_____ Seattle Public Schools
_____ PO Box 34165, MS 32-151
_____ Seattle, WA 98124-1165
_____~~

VI. Miscellaneous Provisions

- ~~a. Any changes, modifications, supplementations or amendments to this Agreement must be reduced to writing and signed by the parties which are signatory hereto.~~
- ~~b. It is understood that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.~~
- ~~c.~~ a. This Agreement shall be effective when executed by both parties.

~~d.b.~~ 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.

~~e.c.~~ 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.

~~f.~~ Both parties shall carry commercial general liability insurance coverage (minimum \$1,000,000 occurrence/\$3,000,000 aggregate) and worker's compensation coverage to the extent required by law.

~~g.~~ It is agreed by both parties that there shall be no discrimination on the basis of sex, race, creed, color, national origin, religion, age, disability, marital or familial status, sexual orientation, veteran status, gender identity, or any other basis prohibited by local, state, or federal law.

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

VII. Signatures

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

i. Exhibit A. Seattle Preschool Program Levy Outcomes

ii. Exhibit B. General Terms and Conditions

iii. Exhibit D. Investment Plans, Payment Terms, and Reporting Requirements

iv. Exhibit E. Invoice Form

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

SEATTLE SCHOOL DISTRICT NO. 1

CITY OF SEATTLE

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

DRAFT