



Seattle Department of Education & Early Learning

Bruce Harrell, Mayor

Dwane Chappelle, Director

PROJECT AGREEMENT

PROJECT NAME: **Seattle Preschool Program**
 FUND SOURCE: **2018 Families, Education, Preschool and Promise Levy**
 CONTRACT NUMBER:

This Agreement is made and entered into by and between the City of Seattle (“the City”), a Washington municipal corporation, through its Department of Education and Early Learning (DEEL), as represented by the Department Director, Dr. Dwane Chappelle; and **XXX** (“Agency”), a Nonprofit Corporation of the State of Washington and authorized to do business in the State of Washington.

Recitals:

The purpose of this contract is to further the City’s Families, Education, Preschool, and Promise Levy Outcomes described in Exhibit A. Throughout the Term of this Agreement, the Agency shall further the City’s Families, Education, Preschool, and Promise Levy Outcomes through operation and management of The Seattle Preschool Program for preschool students as described in more detail in the Program Description, Responsibilities and Performance Standards attached as Exhibit A. The Agency shall perform the Work in a manner that achieves the Performance Targets specified in the Investment Plan and Payment Terms attached as Exhibit B; and

The Agency was selected through Competitive Exception Authority

In consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Agency mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on **07/01/2024** and ends on **06/30/2025** unless amended by written agreement or terminated earlier under the termination provisions.

2. SCOPE OF WORK.

The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Exhibit A, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Agency shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Agency’s progress.

3. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFI as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Agency at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

4. INTERLOCAL COOPERATION ACT.

RCW 39.34 allows cooperative agreements between public agencies and other political subdivisions, to share the work or results of work that each agency also has authority to independently perform. SMC 20.60.100 allows certain non-profits to also use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the City Purchasing and Contracting Services Division, those agencies may utilize City contracts in lieu of their own selection process, as long as the contract meets the requirements requires of their local and state law. The Agency may accept or decline such Work. If the Agency accepts work from another public agency using the City of Seattle Agreement as the authority, the Agency shall offer the same prices, terms and conditions. The City of Seattle accepts no responsibility for the choice of an agency to utilize the City contract, or for payment or performance.

5. PAYMENT.

The City shall pay the Agency up to \$XXX ("Contract Price") as specified in Exhibit B. The Agency shall be responsible for all costs of performance that are not provided for in Exhibit B. In no event shall the total Contract Price exceed \$XXX unless modified by a written amendment to this Agreement.

5.1 PAYMENT PROCEDURES.

The Agency may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Agency upon the City's receipt of a properly prepared invoice containing the information listed below.

Deliver all invoices and invoice/billing notices under this Agreement to:

If to the City:	If to the Agency:
XXX	XXX

5.2 REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

- A. City will reimburse the Agency at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultant.
- B. The billing for approved direct expenses shall include an itemized listing of charges supported by copies of original bills, invoices, expense accounts, subconsultant invoices, and other supporting documents used by the Agency to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Pre-approved Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts may be required as documentation.* The invoice shall state, "The meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the [Federal Internal Revenue Service Standard Business Mileage Rate](#) in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. For in-house expenses, the Agency will provide backup documentation. Examples of these types of costs include copies and fees for rentals of specialized equipment such as surveying equipment, noise monitoring equipment and diving equipment. Any rental fees for equipment owned by the Agency must have a standard backup rental rate sheet that applies to the Agency's use of the equipment for clients.
- L. **Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred. Copies of all Subconsultant invoices that are rebilled to the City are required.

5.3 PROMPT PAY.

Definitions

- A. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this contract. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.
- B. A payment is considered made on the day it is mailed or is available.
- C. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

Prompt Payment to Agency

- A. Timely Payment: Except as provided otherwise herein, payment for an invoice will be issued and mailed to the Agency within thirty (30) calendar days of receipt of the invoice.
- B. Disputed Items: The City may withhold payment for disputed items. The City will promptly notify the Agency in writing, outlining the disputed items, the amount withheld and actions the Agency must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Agency may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.
- C. Legal Fees: In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

Prompt Payment to Subconsultant *RESERVED*

5.4 SUBCONSULTANT PAYMENTS REPORTING REQUIREMENTS. *RESERVED.*

6. TAXES, FEES AND LICENSES.

- A. The Agency shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It is the Agency’s sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, the Agency shall pay and maintain in current status all taxes necessary for performance. The Agency shall not charge the City for federal excise taxes. The City will furnish Agency an exemption certificate where appropriate.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

7. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices and deliverable materials under this Agreement to:

If to the City:	If to the Agency:
XXX	XXX

8. EQUAL BENEFITS.

This provision applies to all contracts valued at \$67,000 or above, including amendments. The Agency shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Agency to provide the same or equivalent benefits ("equal benefits") to domestic partners of employees as the Agency provides to spouses of employees. At the City's request, the Agency shall provide information and verification of the Agency's compliance. Any violation of this Section is material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45.

9. SOCIAL EQUITY REQUIREMENTS.

- A. Non-discrimination: The Agency shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Agency shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, 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. WMBE Inclusion: The Agency shall seek inclusion of woman and minority businesses (WMBEs) for subcontracting. A WMBE is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington but must be registered in the City Online Business Directory. Inclusion efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making schedule or requirement modifications that assist WMBE businesses to compete, targeted recruitment, mentorships, using Agency's or minority community organizations for outreach, and selection strategies that result in greater subconsultant diversity.
- C. Paid Sick Time and Safe Time Ordinance: The Agency shall be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-256-5297
- D. Other Labor Standards Requirements: The Agency shall comply to the extent applicable, with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.
- E. Personnel Conduct: Agency will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Agency's employees, agents, and subcontractors will

be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Agency for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under this Agreement without the written consent of the City.

- F. Compliance with Americans with Disabilities Act (ADA) and other disability laws: If the Agency is providing services, programs or activities to City employees or members of the public, the Agency shall not deny participation or the benefits of such services, programs or activities to persons with disabilities on the basis of such disability. Agency shall provide the services specified in this Contract in a manner that complies with Title II of the ADA and any and all other applicable federal, state and local disability laws and regulations at all times and at no additional cost to City, including but not limited to the Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701 et seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60.

The final project design shall comply with all applicable laws, building codes and regulatory requirements, including but not limited to the requirements of the Americans with Disabilities Act (ADA) as amended (42 U.S.C. 12101 et seq.), its regulations, standards and guidelines. In cases where Title II and III of the ADA differ, the design shall comply with the provision that provides the highest degree of access to individuals with disabilities. Additionally, in cases where the 2010 ADA Standards for Accessible Design and building codes and other regulations differ, the design shall comply with the standard that provides the highest degree of access to individuals with disabilities. It is the responsibility of the Agency to determine the applicable code provisions.

Any violation of the requirements in Section 10.F shall be a material breach of contract and grounds for immediate termination of this Agreement, and Agency may be subject to damages, sanctions, or other remedies as provided for under this Agreement or under applicable law.

10. PROTECTION OF PROPERTY

Agency is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder; Agency releases and agrees to hold the City harmless from liability for losses or damages or any kind sustained by Agency in performing the services required hereunder.

11. INDEMNIFICATION.

Agency shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Agency, its officers, employees, agents or subconsultant;
- the concurrent negligence of Agency, its officers, employees, agents or subconsultant but only to the extent of the negligence of Agency, its officers, employees, agents or subconsultant;
- the negligent performance or non-performance of the contract by the Agency; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

Agency waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.

12. INSURANCE.

Insurance certification and additional insured endorsement policy must be submitted to the City. See attached "INSURANCE REQUIREMENTS AND TRANSMITTAL FORM."

13. AUDIT.

Upon request, the Agency shall permit the City and any other governmental agency ("Agency") involved in funding of the Work, to inspect and audit all pertinent books and records. This includes work of the Agency, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in King County, Washington or other reasonable locations that the Agency selects. The Agency shall permit the Agency to copy books and records. The Agency shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity may perform work under this Agreement.

14. INDEPENDENT CONSULTANT. *RESERVED*

15. KEY PERSONS.

The Agency shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Agency's employment, the Agency shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Agency from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING. *RESERVED*

17. CITY ETHICS CODE (SMC 4.16.010 TO .105).

- A. The Agency shall promptly notify the City in writing of any person expected to be a Agency Worker (including any Agency employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. The Agency shall ensure compliance with the City Ethics Code by any Agency Worker when the Work or matter related to the Work is performed by a Agency Worker who has been a City officer or employee within the past two years.
- C. The Agency shall provide written notice to the City of any Agency worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Agency and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 4.16. The Agency shall advise their Agency Workers.
- D. The Agency shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Agency. Promotional items worth less than \$25 may be distributed by the Agency to City employees if the Agency uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.
- E. Campaign Contributions (Initiative Measure No. 122): Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least

\$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. For more information about the measure, please contact the Seattle Ethics and Elections Commission with questions at ethicsandelections@seattle.gov.

18. NO CONFLICT OF INTEREST.

The Agency confirms that the Agency or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Agency selection, negotiation, drafting, signing, administration or evaluation of the Agency's work. As used in this section, the term Agency includes any worker of the Agency who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Agency is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Agency under this Agreement. Agency, without additional compensation, shall correct or revise errors or mistakes in the designs, drawings, specifications, and/or other Agency services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Agency shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Agency for the Work, whether or not the Work is completed. The Agency grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Agency for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Agency assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Agency does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Agency created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Agency has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Agency grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Agency does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

21. NON-DISCLOSURE AGREEMENT

No Signed Non-Disclosure Agreement is required.

22. PROPRIETARY AND CONFIDENTIAL INFORMATION.

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If the City receives a public disclosure request for any records or parts of records that Contractor has properly and specifically listed on the City Non-Disclosure Request Form (Form) submitted with Contractor's bid/proposal, or records that have been specifically identified in this contract, the City will notify Contractor in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Contractor's behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540. Contractor acknowledges that the City will have no obligation or liability to Contractor if the records are disclosed.

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Agency's performance, shall first be through negotiations, if possible, between the Agency's Project Manager and the City's Project Manager. It shall be referred to the Director and the Agency's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Agency to correct such work prior to the City payment. The City will provide to the Agency an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Agency provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

24. TERMINATION.

- A. For Cause: The City may terminate this Agreement if the Agency is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of the 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, except labor disputes involving the Agency's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Agency.
- D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
- E. Actions upon Termination: if termination occurs and is not the fault of the Agency, the Agency shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Agency agrees this payment shall fully and adequately compensate the Agency and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- F. Upon termination, the Agency shall provide the City with the most current design documents, contract documents, writings and other products the Agency has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred.

25. AGENCY PERFORMANCE EVALUATION.

The Agency's performance will be evaluated by the City at the conclusion of the contract. The Evaluation template can be viewed here:

<https://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/ccPerfEval.docx>.

26. DEBARMENT.

Federal Debarment: The Agency shall immediately notify the City of any suspension or debarment or other action that excludes the Agency or any subconsultant from participation in Federal contracts. Agency shall verify all subconsultants intended and/or used by the Agency for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Agency shall keep proof of such verification of subconsultant debarment status within the Agency records.

City of Seattle Debarment: Under SMC Chapter 20.70, the Director of Purchasing and Contracting (PC), as hereby delegated by the Director of Finance and Administrative Services, may debar and prevent a Agency from contracting or subcontracting with the City for up to five years after determining the Agency:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;

- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.

The PC Director or designee may issue an Order of Debarment under the SMC 20.70.050. Rights and remedies of the City under these provisions are besides other rights and remedies provided by law or under the Agreement.

27. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Background Checks and Immigrant Status: The City may require background checks for some or all of the employees that may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.
- C. Notification Requirements for Federal Immigration Enforcement Activities: Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, Agencies shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. Requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- b. Requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Agency shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Agency on how to proceed.

- D. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- E. Federal, State, and Local Compliance: The Agency, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and officers, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), and Chapter 20.45 (City Contracts – Non-Discrimination in Benefits). Without limiting the generality of this paragraph, the Agency shall comply with the requirements of this Section.

- F. Venue: This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of King County.
- G. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- H. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- I. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- J. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Agency after the time the same shall have become due nor payment to the Agency for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Agency. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, Agency's Proposal, and Agency's WMBE Inclusion Plan, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the WMBE Inclusion Plan as adopted, the Agency's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

XXX

CITY OF SEATTLE

Signature

Signature

Title

Title

Date

Date

**City of Seattle Business License Number:
Washington State Unified Business Identifier Number (UBI):**

Attachments:

- Exhibit A: Program Description, Responsibilities, and Performance Standards
- Exhibit B: Investment Plan and Payment Terms
- Exhibit C: Invoice Payment Form
- Exhibit D: Equal Benefits Compliance Form
- Exhibit E: Insurance Requirements Transmittal Form
- Exhibit F: SPP Deliverables Report
- Exhibit G: Start of Year Classroom Funds Plan
- Exhibit H: Family Support Initial Plan
- Exhibit I: Comprehensive Support Initial Plan
- Exhibit J: Comprehensive Support Mid-Year Plan
- Exhibit K: DEEL Coaching Plan
- Exhibit L: Kindergarten Transition Plan
- Exhibit M: DEEL Teacher Education Plan

EXHIBIT A: PROGRAM DESCRIPTION, RESPONSIBILITIES, AND PERFORMANCE STANDARDS

GENERAL

The Seattle Preschool Program is funded by revenue generated from the City of Seattle 2018 Families, Education, Preschool and Promise (FEPP) Levy and allocated through recommendations made by the competitive Request for Qualifications and Expansion review panel to identify early learning providers to provide preschool services to eligible Seattle children.

The Seattle Preschool Program has the following core goals:

1. Seattle students have access to and utilize high-quality early learning services that promote success in kindergarten.
2. Support preschool providers to offer learning environments that are evidence-based, high-quality, culturally responsive, and equitable.
3. Provide families with multiple ways to access high-quality early learning services.
4. Focus on strategies that will contribute to closing race-based opportunity gaps.

SCOPE OF WORK

PROGRAM OVERVIEW AND OBJECTIVES

AGENCY's program for the FEPP Seattle Preschool Program will serve children who are at least 3 years old by August 31 and not yet eligible for kindergarten in Seattle Public Schools by providing access to high-quality preschool to prepare them for their transition to kindergarten; Families by improving affordability through tuition assistance; and Seattle Public Schools and the community by reducing the long-term costs for remediation and special education through high-quality preschool. The Agency will meet programmatic requirements as outlined in the Seattle Preschool Program Manual, employ teachers, and provide facilities.

TIMELINE AND SCHEDULE

The Agency will offer regular full-time, in-person preschool services with a duration of 6 hours per day and 180 days per 10-month school year while ensuring current health and safety protocols are met. These protocols are defined by [Public Health Seattle/King County](#) and [Department of Health \(DOH\)](#).

Children are enrolled in SPP classrooms via DEEL's selection process or the Agency's selection process as outlined in the SPP Manual. All child enrollment information will be entered into the Child Information and Provider System (CHIPS).

ADMINISTRATION, MONITORING, AND COMMUNICATION

Agency Responsibilities:

- Participate in coaching model with fidelity, as outlined in the SPP Manual.
- Attend all required training, as outlined in the SPP Manual.
- Create Educational Plans for all educators who do not meet SPP educator requirements.
- Maintain CLASS® scores as stated in the SPP Manual.
- Adhere to all Swivl policies (if applicable), procedures and required training as outlined in the SPP Manual.
- Participate in the Dual Language Initiative (if applicable) with fidelity, as outlined in the SPP Manual.
- Maintain a classroom environment and family support standards as outlined in the SPP Manual.

If any changes are made to key staff, the Agency will notify the DEEL Early Education Specialist within 1 week.

The Agency will monitor progress by utilizing the SPP Deliverables Report to manage deliverable deadlines and ongoing reporting responsibilities. The Agency will maintain monthly data and reporting, coordination plans, and sufficient verification documentation for all deliverables. See Exhibits and the program manual for formats and templates.

The Agency's program shall be monitored by the DEEL Early Education Specialist **monthly** during the contract period. The Agency agrees to give access to its site, program records, case files, accounting records, and any other information or documentation that the DEEL Early Education Specialist deems necessary.

This Agreement is subject to the applicable requirements of City of Seattle Ordinance 125604 and the FEPP Implementation and Evaluation Plan authorized under City of Seattle Ordinance 125807 and as amended from time to time. Additionally, the SPP Program Manual constitutes SPP program performance and contract compliance conditions and is 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. Ordinance 125604 -

<http://seattle.legistar.com/ViewReport.ashx?M=R&N=Text&GID=393&ID=3119226&GUID=545FB1FE-AC23-4776-9D1F-2B3FF468935C&Title=Legislation+Text>

B. FEPP Implementation Plan -

<http://seattle.legistar.com/View.ashx?M=F&ID=7175444&GUID=3A54E165-24A1-4B85-A223-ADDE548880F7>

C. SPP Manual

DEEL may:

- Review and approve additional in-service training to support quality teaching.
- Provide differentiated and individualized classroom-based instructional coaching that is culturally responsive, and data driven.
- Provide curriculum and assessment kits for each classroom.
- Provide funding for release time for educators working with children to participate in required DEEL trainings.
- Provide training on CHIPS, ASQ Online and TSG.

EVALUATION ACTIVITIES

The Agency will make its classrooms available for assessors to visit with at least two weeks' notice. The Agency will also do the following:

- Participate in all evaluation activities specified in the FEPP Levy Implementation & Evaluation Plan.
- Complete other data collection and assessment as specified in the SPP Manual.
- Participate in data meetings to review agency, classroom, and student data.
- Participate in annual dual language assessment (if in the Dual Language Initiative).

CONTINUOUS QUALITY IMPROVEMENT (CQI)

To ensure quality implementation and achieve desired results, DEEL commits to:

- Conducting regular site visits to observe programs, discuss implementation, and provide feedback,

- Ensuring the existence and/or development of systems to collect, monitor, and analyze data, supporting the use of quality assessment tools, and
- Providing access to learning opportunities that emphasize high-quality program implementation.

DEEL will work in partnership with funded organizations to develop a Performance Measurement and Evaluation plan for funded programs. The plan will include key Performance Measures, type of data collection (individual client-level, aggregate, and/or qualitative data), and quality improvement activities. Part of the process of developing Evaluation plans will be conversations about program goals and how to know if participants are “better off.” What change is the program trying to create and why? What will indicate when program adjustments are necessary? How will it be known that the adjustments are working?

DEEL will provide detailed monitoring and continuous quality improvement (CQI) expectations, and how DEEL can feasibly support partners in the CQI process.

**EXHIBIT B:
INVESTMENT PLAN AND PAYMENT TERMS**

INVESTMENT PLAN

Classroom funding is determined by capacity (number of children allowed), slot type (funding category for each slot), and participation in programs like ECEAP and Head Start.

Site Capacity				
Site Name	Number of Classrooms	Number of SPP-Only Slots	Number of Ineligible Slots	Number of ECEAP/HS Blended Slots
XX	X	X	X	X

Overall compensation to the Agency is as follows:

Payment Basis	2024 FEPP	2025 FEPP	Total
Baseline Payment	\$X	\$X	\$X
Performance Payment	\$X	Up to \$X	Up to \$X
Other Payments	Up to \$X	Up to \$X	Up to \$X
Total	Up to \$X	Up to \$X	Up to \$X

BASELINE PAYMENT

The Agency will be paid in monthly installments for Baseline Payment.

Payment dates	Amount Per Month	Quantity	Maximum Amount
July 2024 – August 2024	\$X	2	\$X
September 2024 - June 2025	\$X	10	\$X
Baseline Payment Total			\$X

TASKS AND DELIVERABLES

The SPP Deliverables Report (Exhibit F) defines expected tasks and deliverables required for baseline payment each month. Additional details about implementation of each deliverable are found in the SPP Manual. Other types of payments include: (*Amount is rounded to whole number)

- 1) Classroom Funds:** The Agency will be paid a maximum of \$23,690 for a new classroom, \$9,476 for a converting classroom, or \$3,554* for maintaining a classroom. Funding is intended to supplement the agency’s standard materials, consumables, and maintenance costs for an SPP classroom.
Maximum Amount: \$X
Deliverable: Submit a Start of Year Classroom Plan to DEEL Staff

2) Lead Teacher Credential Pay Enhancement: The Agency will be paid a maximum of \$3,000 for lead teachers on the educational pathway, not yet meeting SPP education requirements, \$25,900 for lead teachers who meet or \$30,800 for lead teachers who exceed SPP education requirements and whose credentials are verified in MERIT. Funding is intended to supplement the agency’s standard teacher payment in order to meet SPP’s minimum payment requirement.

Maximum Amount: Up to \$30,800.00

Deliverable: Submit MERIT verification in CHIPS

3) Family Support Funds: The Agency will be paid \$30,900 per classroom (\$12,360 if blended with ECEAP/Head Start) at agencies with one classroom or \$23,690 per classroom (\$9,270 if blended with ECEAP/Head Start) at agencies with more than one classroom. Funding is intended to support families with identifying solutions for challenges or barriers to their child’s full participation in a high-quality preschool program and to improve child outcomes. The Agency may bill up to half of their family support funds through December 2024 and the balance by June 2025.

Maximum Amount: \$X

Deliverable: Submit Family Support Initial Plan to DEEL Staff

4) Comprehensive Support Funds: The Agency will be paid \$640/child with additional Equity Tier payments based on the individual site’s location. Funding is intended to meet the individualized needs of children in the classroom and to support DEEL’s zero expulsion and suspension policy so children can fully take part in the classroom each day. The Agency may bill up to half of their comprehensive support funds through December 2024 and the balance by June 2025.

Maximum Amount: \$X

Deliverable: Submit Initial and Mid-Year Comprehensive Support Plan to DEEL Staff

PERFORMANCE PAYMENT TABLE

Measure Type	Measure Name	Measure Details	Target Points	Maximum Measure Payment	Calculation Type	Reporting Due Date
Performance	TSG Growth measurement	% of children with Fall and Spring TSGs who experience at least one point of growth in all six TSG domains	X	\$X	Banded	6/30/2025
Performance	TSG IRR	% of Lead teachers employed six or more months will have active GOLD® IRR Certification.	X	\$X	Banded	3/1/2025
Performance	CLASS Participation	% of classrooms with completed CLASS assessment.	X	\$X	Actual	6/30/2025
PERFORMANCE PAYMENT TOTAL				\$17,186.55		

Performance payments will be calculated as follows:

All or Nothing- maximum payment will be awarded if the deliverable is received for each classroom. Otherwise, no payment will be awarded.

Banded- payments will be awarded based on banded percentages, meaning the payment rounds up to the nearest 10% (i.e. 89% is paid at 90%), based on the percentage of the target that is met. Performance payment shall not exceed 100% of the maximum 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%

* ≥ greater than or equal to*

* < less than*

PERFORMANCE TARGETS

DEEL may set or adjust performance targets without issuing an amendment under the following conditions:

1. If there are changes to assessments used by the DEEL.
2. If there are modifications to how data is calculated by DEEL.
3. To assign value to performance targets not set at the beginning of the contract year because of a lag in state assessment data.
4. To correct errors in performance target language or number identified after contract execution.

REPORTING REQUIREMENTS

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

1. **Invoice Payment Form (Exhibit C) and SPP Deliverables Report (Exhibit F) and Other Payments Reporting (Exhibits G, H, I, J, K, L, M):** The Agency shall submit one invoice and SPP Deliverables Report by the **tenth working day of the month** for the previous calendar month, except for the last invoice of the 2024 calendar year.

Invoicing for Performance Payment Targets: After data verification by DEEL, DEEL Staff 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 for SPP-funded students. Attendance information for the previous month is due by the **5th of the following month**. If absent, the Agency shall record the reason given for the absence. DEEL Staff will verify attendance information prior to monthly invoice payment.

**EXHIBIT C:
INVOICE PAYMENT FORM**



City of Seattle Department of Education and Early Learning
Program Name

INVOICE PAYMENT FORM

Agency Name:		Today's Date:				
Agency Contact:		5/22/2020				
Agency Remit Address:		Agency Invoice No. (Optional):				
Agency Phone No.:						
Contract Number:		Invoice Period				
Program Name:						
Contract Period:		Invoice Amount				
Maximum Amount:		\$0.00				
Program Here	Maximum Contract Amount	% Completed	Less Previous	Earned This Period	Earned to Date	Balance
Base Pay - Not billable without Progress Report attached						
May 1, 2017 - August 31, 2018 (\$14,110.50 per month)	\$1,000.00	0.00%			\$0.00	\$1,000.00
Base Pay Subtotal:	\$1,000.00	0.0%	\$0.00	\$0.00	\$0.00	\$1,000.00
Performance Targets - Not billable without Progress Report attached						
Student Enrollment	\$1,000.00	0.00%			\$0.00	\$1,000.00
Student Attendance	\$1,000.00	0.00%			\$0.00	\$1,000.00
Gains in the number of sight words read	\$1,000.00	0.00%			\$0.00	\$1,000.00
Gains on a pre-post assessment of oral reading fluency	\$1,000.00	0.00%			\$0.00	\$1,000.00
Gains on pre-post assessment in math	\$1,000.00	0.00%			\$0.00	\$1,000.00
Performance Target Total:	\$5,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$5,000.00
Grand Total	\$6,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$6,000.00
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: Your.Contract.Specialist@seattle.gov						

**EXHIBIT D:
Equal Benefits Compliance Form**

Equal Benefits Compliance Declaration

Agency: XXX

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

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

- Option A** The Contractor makes, or intends to make by the contract award date, **all benefits available on an equal basis** to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in every location within the United States where substantial work on contract will be performed.
- Option B** The Contractor **does not make benefits available** to either the spouses or the domestic partners of its employees.
- Option C** The Contractor **has no employees**.
- Option D Collective Bargaining Delay.** Benefits are available on an equal basis to non-union workers, but union workers are subject to a collective bargaining agreement that does not provide equal benefits.
- Option E Open Enrollment Delay.** The first open enrollment period for implementing Equal Benefits is not available until after contract execution and Contractor will provide a cash equivalent payment to eligible employees until Equal Benefits can be implemented.
- Option F Cash Equivalent Payment.** The Contractor intends to provide a cash equivalent payment to eligible employees in lieu of making benefits available.
- No United States Presence.** The Contractor does not perform substantial work for the contract in any United State location.
- 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 Buyer or Coordinator for the solicitation can answer any questions about this requirement or you may call the general office at 206-684-0444. Call before you submit your bid to ensure you've filled out the form correctly.
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.

**EXHIBIT E:
Insurance Requirements Transmittal Form**



City of Seattle

INSURANCE REQUIREMENTS TRANSMITTAL FORM

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

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

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

- Commercial General Liability (CGL)** or equivalent insurance including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury, Contractual, Stop Gap/Employers Liability (coverage may be provided under a separate policy), and Abuse and Molestation (ensure that it is shown on the ACORD Certificate of Liability Insurance Form or a confirmation email from insurance agent). 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 Abuse and Molestation
 - \$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 remediating 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 a 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!**

EXHIBIT F: SPP Deliverables Report

Agency: _____

Month: _____

REPORTING AREA	COMPLETION DATE	DELIVERABLE DUE	CONTRACT REPORTING REQUIREMENT
ATTENDANCE		5th of each month	The Agency will enter all attendance data by the 5th of the following month. <i>Verification: Agency will update information in CHIPS, verified by DEEL Staff.</i>
CHIPS UPDATES		Ongoing	The Agency will update records in CHIPS within five business days of the activity: Child starts (start date), is assigned a Classroom (Classroom), exits (exit date & reason); Employee is hired/exited (employment records), Teacher in classroom changes (Classroom teacher). <i>Verification: DEEL Staff will check updates in CHIPS and verify enrollment, staffing and classroom status during monthly meetings.</i>
CHIPS STAFF RECORDS		Ongoing	The Agency will enter all staff member profiles into CHIPS (Employment, education, MERIT records, contact/demographic data). <i>Verification: DEEL Staff confirms all required staff are entered in CHIPS and approves entries.</i>
CHIPS MERIT RECORDS		Ongoing	The Agency will upload all MERIT verification documents into CHIPS for each director, lead teacher, and assistant teacher. <i>Verification: DEEL Staff confirms appropriate documents have been uploaded.</i>
DEVELOPMENTAL SCREENING		Ongoing	The Agency will complete a developmental screening using the ASQ-3 and ASQ-SE-2 within 45 days of the child's start date. All required follow-up screenings will be within 30 days of the original screening. The Agency will enter developmental screening data into ASQ Online. <i>Verification: Agency will update information in ASQ Online, verified by DEEL Staff.</i>
HEALTH SCREENING		Ongoing	The Agency will complete health screening within the first 90 days of the child's start date. All required follow-up screenings will be within 30 days of the original screening. The Agency will enter health screening data into CHIPS. <i>Verification: DEEL staff confirms all health screenings are entered in CHIPS.</i>
DATA MEETING		Ongoing	The Agency will participate in three data meetings with their DEEL coach, Ed Spec, and Public Health. <i>Verification: Meeting attendance will be verified by DEEL Staff.</i>
CLASS ASSESSMENT		Variable	All classrooms will participate in a CLASS assessment. <i>Verification: Copy of Glow and Grow report, submitted to DEEL by UW.</i>
CHIPS CLASSROOM RECORDS		8/31/2024	The Agency will enter all classroom set-up information in CHIPS (start/end dates, teachers, non-membership days). <i>Verification: DEEL Staff will verify in CHIPS.</i>
DEEL INITIAL COACHING MEETING		9/29/2024	The Agency will participate in the DEEL Initial coaching meeting with DEEL Coach. <i>Verification: Copy of DEEL Coaching Plan submitted via email to the DEEL Coach.</i>
DEEL COACHING PLAN		9/29/2024	The Agency will complete the DEEL Coaching Plan. Plan will be reviewed 2 additional times throughout the year. <i>Verification: Copy of DEEL Coaching Plan submitted via email to DEEL Coach.</i>

START OF YEAR CLASSROOM FUND PLAN		10/2/2024	The Agency will complete the Start of Year Classroom Funds Plan. <i>Verification: Submit Start of Year Classroom Funds Plan via email to DEEL Ed Spec.</i>
FAMILY SUPPORT INITIAL PLAN		10/2/2024	The Agency will complete the Family Support Initial Plan. <i>Verification: Submit Family Support Initial Plan via email to DEEL Ed Spec.</i>
COMPREHENSIVE SUPPORT INITIAL PLAN		10/31/2024	The Agency will complete the Comprehensive Support Initial Plan. <i>Verification: Submit Comprehensive Support Initial Plan via email to DEEL Ed Spec.</i>
EMPLOYMENT RECORDS		10/16/2024	The Agency will enter employment records for all directors, lead teachers, and assistant teachers into CHIPS, including pay rates. <i>Verification: DEEL staff verifies data in CHIPS.</i>
DEVELOPMENTAL SCREENING		11/1/2024	For all children that start on the first day of school, the Agency will complete a developmental screening using the ASQ-3 and ASQ-SE-2 within 45 days of the child's start date. All required follow-up screenings will be within 30 days of the original screening. The Agency will enter developmental screening data into ASQ Online. <i>Verification: Agency will update information in ASQ Online, verified by DEEL Staff.</i>
FALL TSG		11/15/2024	The Agency will complete Fall TSG assessments portfolios for all children enrolled for at least 60 days prior to the Fall checkpoint deadline. <i>Verification: Agency will complete info in TSG database, verified by DEEL Staff.</i>
AGENCY-SELECTED ENROLLMENT		11/30/2024	All Agency-selected children will be fully enrolled in CHIPS. <i>Verification: DEEL Staff verifies all Agency-Selected slots are enrolled.</i>
KINDERGARTEN TRANSITION ACTION PLAN		12/10/2024	The Agency will submit a Kindergarten Transition Plan. <i>Verification: Submit K-Transition Plan via email to DEEL Ed Spec.</i>
EDUCATION PLAN		12/1/2024 Or 3 months from date of hire	The Agency will develop Teacher Education Plans within three months of hire for all educators who <u>do not meet SPP education requirements</u> . <i>Verification: Copy of Education Plan submitted via email to DEEL Education Specialist.</i>
HEALTH SCREENING		12/15/2024	For all children that start on the first day of school, the Agency will complete health screening within the first 90 days of the child's start date. All required follow-up screenings will be within 30 days of the original screening. The Agency will enter health screening data into CHIPS. <i>Verification: DEEL staff confirms all health screenings are entered in CHIPS.</i>
DEEL COACHING PLAN REVIEW (1)		12/31/2024	The Agency will review and update (as needed) DEEL Coaching Plan <i>Verification: Copy of updated DEEL Coaching Plan submitted via email to the DEEL Coach.</i>
COMPREHENSIVE SUPPORT MID-YEAR PLAN		1/31/2025	The Agency will complete the Comprehensive Support Mid-Year Plan. <i>Verification: Submit Comprehensive Support Mid-Year Plan via email to DEEL Ed Spec.</i>
STAFF PAYROLL REPORT		2/16/2025	The Agency will submit payroll information for all lead and assistant teachers. <i>Verification: Submit appropriate documents via email to the DEEL Ed Spec.</i>
WINTER TSG		2/28/2025	The Agency will complete Winter TSG assessments portfolios for all children enrolled for at least 60 days prior to the Winter checkpoint deadline. <i>Verification: Agency will complete info in TSG database, verified by DEEL Staff.</i>

TSG INTERRATER RELIABILITY (IRR) CERTIFICATION		3/1/2025 or at 6 months of employment (whichever is later)	Lead Teachers, “Co-Teachers”, and Assistant Teachers have active GOLD® IRR Certification. <i>Verification: Teaching Strategies Interrater Reliability Certification verified by DEEL staff.</i>
DEEL COACHING PLAN REVIEW (2)		3/29/2025	The Agency will review and update (as needed) DEEL Coaching Plan. <i>Verification: Copy of updated DEEL Coaching Plan submitted via email to the DEEL Coach.</i>
SPRING TSG		6/15/2025	The Agency will complete the Spring TSG assessment portfolios for all children enrolled for at least 60 days prior to the Spring checkpoint deadline. <i>Verification: Agency will complete info in TSG database, verified by DEEL Staff.</i>
TRAINING COMPLETED		6/30/2025	ASQ training, curriculum training and TSG assessment training should be completed by the lead and assistant teacher. <i>Verification: Agency will complete training, DEEL staff will track attendance in CHIPS, and monitor for training completion.</i>
SUMMER TSG		8/15/2025	The Agency will complete the Summer TSG assessment using WaKIDS objectives and pacing guide for each child who attends for at least 20 days. <i>Verification: Agency will complete info in TSG database, verified by DEEL staff.</i>

EXHIBIT G:

Start of Year Classroom Funds Plan

This form is used by providers to plan expenditures for classroom setup and maintenance. This form in tandem with the Environmental Checklist should be completed in close collaboration with your DEEL Coach and Early Education Specialist. These funds are intended to create/maintain a culturally relevant, high-quality, inclusive teaching and learning environments for all children. The agency understands there is no additional funding outside of the initial allocated amount and is expected to maintain classroom quality and materials as outlined in the SPP Manual. This form is a deliverable and should be submitted via email to your Education Specialist.

AGENCY INFORMATION	
Agency Name:	Site Name:
Classroom Name:	
Funding Amount:	Date Submitted:

Please list the outcomes your agency is focusing on through your start-up fund investments.
<i>(Examples: Improved classroom organization, more appropriate outdoor play equipment for preschool ages, strengthened capacity to use technology for instruction, etc.)</i>
Outcome 1:
Outcome 2:
Outcome 3:

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	

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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.

Director:	Date:
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My signature below indicates that I have reviewed the information recorded in the Classroom Startup Plan. I understand the agency’s plan for spending the funds, I have discussed any reservations about funding approval, and I agree the plan is in the service of achieving the stated outcomes.

Education Specialist:	Date:
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Coach:	Date:
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EXHIBIT H:

Family Support Initial Plan

Family support services should be in direct support of families to address barriers to each child’s full participation in preschool and to support student health and learning. During the 2024-25 school year, Agencies have the option of using Family Support funds to provide family support services by 1) hiring dedicated family support workers to deliver family support services, 2) providing family support services in alternative ways, or 3) a combination of both. This form should be completed in collaboration with your Early Education Specialist, signed by your Education Specialist and submitted with your October invoice. The spending of these funds will be discussed during monthly monitoring meetings to explore commitment to this plan or course corrections.

AGENCY INFORMATION	
Agency Name:	Date Submitted:

Please outline below how you plan to utilize family support funds to deliver family support services. Upon monthly submission of family support funds, documentation for each expense will be required.					
Check all that apply	Category	Description of Planned Services/Activities	Method	Frequency	Person responsible for delivering services
<input type="checkbox"/>	Family Engagement and Partnership				
<input type="checkbox"/>	Family Support Visits				
<input type="checkbox"/>	Health Coordination Services				
<input type="checkbox"/>	Resources and Referrals				
<input type="checkbox"/>	Dedicated staff member				
<input type="checkbox"/>	Other family support services				

<input type="checkbox"/>	Other			
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SIGNATURES

My signature below indicates that I have reviewed the information recorded in the Family Support Plan and that I understand its contents and agree to carrying out my responsibilities as they relate to meeting SPP program objectives and achieving student outcomes.

Director:

Date:

My signature below indicates that I have reviewed the information recorded in the Family Support Plan. I understand the agency’s plan for spending the funds, I have discussed any reservations about funding approval, and I agree the plan is in the service of achieving the program outcomes.

Education Specialist:

Date:

EXHIBIT I:

Comprehensive Support Initial Plan

Comprehensive Support Services (CSS) are intended to build the capacity and skills of educators working with a group of children or an individual child who need/s intensive strategies in an SPP/Pathway classroom. These funds support **temporary** additional classroom support, specialized consultations, or instructional materials to support children who need intensive strategies inclusive of, but not limited to: (1) social-emotional, (2) behavioral, (3) developmental, and/or (4) connected to family/childhood trauma. **Comprehensive Support services are not to duplicate or supplant Individual Education Plan (IEP) services for an individual child.**

AGENCY INFORMATION	
Agency Name:	Date Submitted:

Agencies may choose to use their Comprehensive Support funds agency-wide or for specific sites, classrooms, or children. Please select how you plan to use your Comprehensive Support funds:

- Funds will be used agency wide.
- Funds will be used for specific sites. Please list sites:

- Funds will be used for specific classrooms. Please list classrooms:

- Funds will be used for specific children. Please identify which children by listing their contact IDs:

Please outline below how you plan to utilize Comprehensive Support funds to deliver CSS using the table below with possible CSS examples.					
Check all that apply	Category	Description of Planned Services/Activities	Frequency	Person responsible for delivering planned services	Estimated Cost
<input type="checkbox"/>	Hire a specialist				
<input type="checkbox"/>	Hire a temporary staff				
<input type="checkbox"/>	Professional development/ educator training				
<input type="checkbox"/>	Supportive materials and equipment				
<input type="checkbox"/>	Contracted Mental Health/Behavioral Consulting				
<input type="checkbox"/>	Specialized curriculum				

<input type="checkbox"/>	Other			
Planned CSS Funds Need (equal to 50% of total CSS funds)				\$
Amount of CSS Funds Remaining (equal to 50% of total CSS funds)				\$

SIGNATURE

My signature below indicates that I have reviewed the information recorded in the Comprehensive Support Plan for SPP/Pathway Classrooms and the plan is true to the best of my knowledge. I plan to spend these funds as outlined above or in another allowable way to support Comprehensive Support Services.

Director:	Date:
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EXHIBIT J:

Comprehensive Support Mid-Year Plan

Comprehensive Support services (CSS) are intended to build the capacity and skills of educators working with a group of children or an individual child who need/s intensive strategies in an SPP/Pathway classroom. These funds support **temporary** additional classroom support, specialized consultations, or instructional materials to support children who need intensive strategies inclusive of, but not limited to: (1) social-emotional, (2) behavioral, (3) developmental, and/or (4) connected to family/childhood trauma. **Comprehensive Support services are not to duplicate or supplant Individual Education Plan (IEP) services for an individual child.** The Mid-Year plan is intended to provide an update on how funds were previously used and how the remaining funds will be spent.

AGENCY INFORMATION	
Agency Name:	Date Submitted:

Agencies may choose to use their Comprehensive Support funds agency-wide or for specific sites, classrooms, or children. Please select how you plan to use or have used your Comprehensive Support funds:

- Funds will be used agency wide.
- Funds will be used for specific sites. Please list sites: _____
- Funds will be used for specific classrooms. Please list classrooms: _____
- Funds will be used for specific children. Please identify which children by listing their contact IDs: _____

Has your plan for using Comprehensive Support funds changed since submitting your initial plans? yes no
 If yes, please explain what change: _____

CHILDREN TO RECEIVE OR RECEIVING COMPREHENSIVE SUPPORT

This table identifies the types and number of children who are already served or will be served by CSS. Don't double-count children who fall into multiple categories.

CHILDREN SERVED BY CSS	Number of Children
Children with challenging behaviors: This includes children whose behaviors pose a safety risk due to intensity, frequency, or duration.	
Children enrolled with an IEP: This includes children who have an Individualized Education Program (IEP) outlining their specific learning needs.	
Children enrolled with an IEP and have challenging behaviors: This category is for children with both an IEP and challenging behaviors.	
Children with complex trauma: This category includes children who have been exposed to multiple traumatic events with long-term effects.	

Children with varying abilities: This includes children who have diverse learning capabilities within the same environment.	
Total Served: This is the sum of all children served in the categories above.	

Please outline below how you plan to utilize Comprehensive Support funds to deliver CSS using the table below with possible CSS examples.					
Check all that apply	Category	Description of Planned or Rendered Services/Activities	Frequency	Person responsible for delivering planned services	Estimated or Confirmed Cost
<input type="checkbox"/>	Hire a specialist				
<input type="checkbox"/>	Hire a temporary staff				
<input type="checkbox"/>	Professional development/ educator training				
<input type="checkbox"/>	Supportive materials and equipment				
<input type="checkbox"/>	Contracted Mental Health/Behavioral Consulting				
<input type="checkbox"/>	Specialized curriculum				
<input type="checkbox"/>	Other				
Total CSS Funds Spent (equal to 50% or 100% of total CSS funds)					\$
Amount of CSS Funds Remaining (equal to \$0, all CSS funds spent)					\$0.00

SIGNATURE	
<i>My signature below indicates that I have reviewed the information recorded in the Comprehensive Support Plan for SPP/Pathway Classrooms and the plan is true to the best of my knowledge. I plan to spend these funds as outlined above or in another allowable way to support Comprehensive Support Services.</i>	
Director:	Date:

EXHIBIT K:

DEEL Coaching Plan

This Coaching plan supports the agency’s understanding of coaching and is used to develop a plan for how coaching will happen at the agency.

AGENCY INFORMATION	
Agency Name:	Date Submitted:
*Site Name(s):	
Agency/Site contact for coaching:	Email:

*Include sites associated with this plan. Agency may have plans across all sites or individualized per site location.

DEEL coaching is required and will be culturally responsive and data driven. The Agency will receive coaching to improve educators’ instructional practice, to improve curriculum implementation and the learning environment, and to support child outcomes.
<i>Coaches will:</i>
Provide on-going culturally responsive instructional coaching and curriculum support to educators.
Engage in ongoing communication and collaboration with program directors and supervisors.
<ul style="list-style-type: none"> • Focus on educators’ professional growth by: • Supporting fidelity of curriculum implementation • Providing in-person classroom observations • Providing one-on-one coaching reflective practice sessions. • Working with a multi-disciplinary team to support educators to enhance social and emotional practice. • Providing differentiated classroom-based, reflective, instructional coaching to increase the quality and effectiveness of educator practice. • Reviewing data and planning instructional best practices with educators. • Conducting (as needed) mock observational assessments to inform instructional practice
<i>Educator Planning Time Requirements:</i>
The agency will use SPP funds to compensate educators (lead and assistant) for all SPP duties/requirements including classroom instruction and adequate opportunity for instructional planning.

	Coaching Plan
Plan for collaboration with DEEL Coach	
Plan for educator time out of classroom to engage with their DEEL Coach	
Plan for educator time out of classroom for professional development and planning	

SIGNATURES	
<i>My signature below indicates that I have reviewed the information recorded in the DEEL Initial Coaching Plan and agree that the above statements are true and will be followed to ensure coaching is happening at the Agency.</i>	
Teacher:	Date:
Director/Site Supervisor:	Date:

EXHIBIT L: Kindergarten Transition Plan

Agency will provide families with support and services to ensure children transition successfully to kindergarten.

AGENCY INFORMATION	
Agency Name:	Date Submitted:
Site Director Name:	

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>
<p>Sample: Improve letter recognition for all students (20 participants)</p> <p>Note: This is just a sample strategy. You can adjust the activities, timeline, and group sizes based on your specific students' needs and interests.</p>	4 weeks	Ms. Smith (Kindergarten Teacher)	[Target date - Adjust based on your schedule]	<p>Number of Participants: Whole class (20)</p> <p>Description:</p> <ul style="list-style-type: none"> Review all the letters learned throughout the month. Play a fun letter recognition game like bingo or a scavenger hunt with hidden letters around the classroom. Celebrate the students' progress with a high-five or a sticker chart.

**EXHIBIT M:
DEEL Teacher Education Plan**

The Teacher Education Plan is required for **SPP teachers who do not currently meet the SPP Education requirements.**

Lead Teacher: Bachelor’s degree in early childhood education or a bachelor’s degree plus a Washington State Teaching Credential with a Preschool through Grade 3 (P-3) Endorsement.

Assistant Teacher: Associate degree in early childhood education or two years of coursework in Early Childhood Education that meets Washington State Core Competencies for Early Care and Educational Professionals.

Teachers are expected to meet SPP Education Requirements within **four years** of their start date in the SPP classroom. This form should be completed by the teacher and their supervisor and then submitted to the Education Specialist **by December 1st, 2024.**

EDUCATOR INFORMATION	
First Name:	Last Name:
*All the following information should be current in CHIPS for this individual: <i>Mailing address, email address, phone number, MERIT/STARS ID, primary language, employment record</i>	
Learning Accommodation? <input type="checkbox"/> Yes <input type="checkbox"/> No	Pronouns:
Hire date:	Position:

AGENCY INFORMATION	
Agency Name:	Date Submitted:
Site Name:	
Agency/Site director:	

DEEL EDUCATION REQUIREMENTS	
Lead Teacher: Bachelor’s degree in early childhood education or a bachelor’s degree plus a Washington State Teaching Credential with a Preschool through Grade 3 (P-3) Endorsement. • Assistant Teacher: Associate degree in early childhood education or two years of coursework in Early Childhood Education that meets Washington State Core Competencies for Early Care and Educational Professionals.	
Current education level (e.g. CDA, BA, MA):	# Credits:

EDUCATION PLAN/COURSEWORK					
Professional development goal(s): Enroll, complete AA/BA, Year 1, Year 2, Year 3, goals, etc. <i>*Attach course schedule with this plan.</i>					
Quarter/ Semester	Goal	Activities/Actions	Resources Needed	Timeline	Evidence of progress or completion

SCHOLARSHIPS, FUNDING RESOURCES

1. **SPP Scholars** - [DOE SPP Scholars@seattle.gov](mailto:DOE_SPP_Scholars@seattle.gov)
2. **North Seattle College, ECE Navigator** - For information on degree options and support with college enrollment, reach out to Rebecca Cosby at Rebecca.Cosby@Seattlecolleges.edu.
3. **Antioch, Teacher Waiver** - For information on the one-year ECE Certificate Program, reach out to Sharon Cronin at scronin@antioch.edu.
4. **UW Scholarship** – [College of Education Scholarships Website](#)

SIGNATURES

My signature below indicates that I have reviewed the information recorded in the Teacher Education Plan and that I understand its contents and agree to carrying out my responsibilities as they relate to meeting action steps and achieving goals, namely that the teacher agrees to participate in this plan and the director agrees to support the plan.

Teacher:	Date:
Director/Site Supervisor:	Date: