



Seattle
 Department of Education
 & Early Learning
 PO Box 94665
 Seattle, Washington 98124-6965
 (206) 233-5118

PROJECT AGREEMENT

PROJECT NAME: Seattle Preschool Program
 FUND SOURCES: **Seattle Preschool Program Levy**
Contract No. DOE17PAXX

This Project Agreement (“Agreement”) is made between the **City of Seattle** (“City”), acting by and through its Director of the Department of Education and Early Learning (“Director”) and the **AGENCY** (hereinafter “Agency”).

The terms and conditions of this Agreement shall govern the contractual relationship between the City and the Agency.

I. PERFORMANCE TARGETS AND SCOPE OF WORK

Section 100. Performance Targets and Scope of Work

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

Section 105. Term

The term of this Agreement shall be effective when executed by an authorized representative of both parties and shall be for a term beginning on **July 1, 2017** and terminate on **June 30, 2018**. If the Agency is making satisfactory progress on its contracted performance targets, as determined by the DEEL Program Manager, the Agency will be eligible to continue receiving Levy funding under a new agreement, as part of the program. Each school year, the DEEL Program Manager will reauthorize program budgets, program plans, and renegotiate performance targets contingent on program performance. The Agency’s continued participation in the SPP Levy will be subject to the terms established annually for a new agreement.

Section 110. Identification of Investment Source

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

II. PAYMENT, RECORDS AND AUDIT

Section 200. Payment

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

Section 205. Compensation

The City shall pay the Agency up to **[Spell Contract Price], \$xxx** (“Contract Price”). The total Contract Price includes three types of compensation: 1) **\$xxxxx** in Baseline Payment, 2) **\$xxxxx** in Performance

Payment, and 3) \$XXXX in Other Payments (if any). As used in this Agreement, "Baseline Payment" means payment for the management of preschool classrooms. "Performance Payment" means payment that is earned only upon the Agency's demonstration that the Work timely achieves the Performance Targets specified in Exhibit B. Performance Payment is payable according to the performance pay table in Exhibit B. The Other Payments section includes potential additional funds for staff education bonuses, classroom startup funds, family engagement services, and family survey completion. 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 \$xxxxxx. Additionally, Baseline Payment will not exceed \$xxxxx, regardless of Agency's cost to perform the Work.

Section 210. Method of Payment

As a condition of payment under this Agreement, the Agency shall submit properly completed invoices monthly, using the form attached as Exhibit C and such accompanying performance reports and work statements as required by the Reporting Requirements in Exhibit B. All invoices, performance reports and work statements shall bear the Agency's name and address and the Project Agreement contract number. Invoices must be signed by an authorized representative of the Agency, who shall certify by his or her signature that the invoiced services have been performed.

Performance Pay:

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

Section 220. Reports and Information

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

Section 230. Documentation of Costs

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

Section 240. Record and Fiscal Control System

The Agency shall maintain its financial records and fiscal control systems in a manner that meets the approval of the Director, the City Auditor and the Washington State Auditor; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, industrial insurance (worker's compensation) and other taxes as may be due.

Section 250. Access to Records; Audits, Record Retention

- A. The City, its designated agents, shall have access at any time during normal business hours and as often as necessary to any bank account and Agency books, records, documents, accounts, files,

reports, and other property and papers of the Agency relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

- B. In its discretion, the City may require the Agency to obtain an audit that covers critical financial and compliance issues identified by the City. If requested by the City, the audit shall be prepared by an independent CPA according to procedures established by the American Institute of Certified Public Accountants. If the City requests such an audit, the City will be responsible for the cost unless the audit finds evidence of malfeasance or gross negligence.
- C. Records that document financial and/or program support of levy-funded investments must be retained for the entire length of the levy and an additional 6 years afterwards. Records must be accessible for the entire length of the retention policy. If the Agency is unable to maintain the records for the length of the retention policy, it must notify the City of Seattle's Department of Education and Early Learning.

Section 260. Notice Affecting Performance

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

III. ADDITIONAL TERMS OF PERFORMANCE

Section 300. Quality of Performance

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

Section 310. Social Equity Requirements

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

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

C. *Non-Discrimination in Client Services*: The Agency and each of its subcontractors shall not on the grounds of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, illegally deny an otherwise qualified individual any services or other benefits provided under the Agreement.

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

Section 320. Equal Benefits

The Agency shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Agency to provide the same or equivalent benefits (“equal benefits”) to domestic partner of employees as the Agency provides to spouses of employees. The Agency shall provide information and verification of the Agency’s compliance through the completion of the Equal Benefits Declaration, Attachment 2. Any violation of this Section is a material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45

Section 330. Prohibited Interlinkings

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

Section 340. Status of Agency Employees

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

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

Section 360. Workforce Diversity

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

Section 370. Grievances by Participants

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

IV. INDEMNIFICATION AND INSURANCE

Section 400. Indemnification

As used in this Section, “Claims” means claims, demands, damages, costs, causes of actions, liabilities, fines, penalties, judgments, expenses and attorney’s fees of any kind. The Agency shall protect, defend, indemnify and hold the City and its elected officials and employees harmless from any and all Claims arising from the injury or death of any person or the damage to or destruction of property (including Claims relating to the infringement of intellectual property rights) resulting from (i) the Agency’s Work under this Agreement, or (ii) the negligence of the Agency or its officers, employees,

subcontractors or agents, or (iii) the Agency's breach of this Agreement, including but not limited to the Agency's failure to comply with any applicable law, ordinance or regulation applicable to Agency's Work under this Agreement. Agency's obligations under this Agreement shall not apply to any Claims arising from the sole negligence of the City, but in the case of any concurrent negligence of the Agency and the City, the Agency's obligations under this Section shall apply to the full extent of the Agency's negligence, or that of its officers, employees, subcontractors, or agents. The Agency acknowledges that its obligations under this Section apply to any claims which may be brought by Agency's own employees, and Agency hereby waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute, but only as to the City and to the extent required for Agency to fulfill its obligation to defend and indemnify the City. Agency's obligations under this Section shall survive the expiration or termination of the Agreement with respect to Claims which arise from events occurring prior to the expiration or termination of the Agreement.

Section 410. Insurance

At all times during the Term, Agency shall comply with the Insurance Requirements in Attachment 2. [If the Contractor is a self-insured public entity (e.g. PHSKC and UW), use this language: The Agency is a public entity that is self-insured. However, the Agency agrees that it will maintain premises and vehicle liability insurance in force with coverages and limits of liability and workers compensation insurance as may be required by Washington State statutes.]

V. GENERAL CONDITIONS

Section 500. Other Legal Requirements

- A. **General Requirement:** The Agency, at no expense to the City, shall comply with all applicable laws, statutes, ordinances, rules, regulations, and administrative orders of the United States, the State of Washington, and the City of Seattle. Without limiting the generality of this paragraph, the Agency shall specifically comply with the following requirements of this section.
- B. **Licenses and Similar Authorizations:** The Agency, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, including a City of Seattle Business license (unless exempt), and shall comply with all requirements thereof.
- C. **Americans with Disabilities Act:** The Agency shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

Section 510. Identity of Program Participants/Benefits Recipients

The use or disclosure by any party of any identifying information concerning the identity of any participant in the program(s), or any of the services or benefits provided under this Agreement for any purpose not directly connected with the administration of the City's or Agency's responsibilities with respect to services provided under the Agreement, is prohibited except on written consent of the participant or recipient or client, his or her attorney, or responsible parent or guardian or except as otherwise may be required by law.

Section 520. Copyrights and Patents

- A. The Agency shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Agency in connection with a Project Agreement whether or not the work is completed. The Agency grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to reproduce, publish, or otherwise use and to authorize others to use every document and all other materials prepared by the Agency for the City under this Agreement.

- B. Any discovery or invention arising out of or developed in the course of work pursuant to this Agreement, shall be promptly and fully reported to the City for determination as to whether patent protection on such invention or discovery shall be sought and how the rights to the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest. (If program funds are derived from the United States, federal agency regulations relating to inventions and materials generated under this agreement apply.)

Section 530. Changes

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

Section 540. Restrictions Upon Subcontracting, Transfer

The Agency shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written approval of the City. Any such approved assignment or subcontract shall be subject to each provision of this Agreement, and any procurement procedures required by the City, the State of Washington or the United States. The Agency shall not subcontract with any party which is debarred, suspended or otherwise excluded from, or ineligible for participation in federal assistance programs under federal Executive Order 12549, "Debarment and Suspension." In the event of any approved assignment or subcontract, the City shall continue to hold the Agency responsible for proper performance of the Agency's obligations under this Agreement.

Section 550. Termination and Suspension

- A. For Cause: The City may terminate this Agreement if the Agency fails to perform any of the terms or conditions of the Agreement, and such failure has not been corrected to the City's reasonable satisfaction within a reasonable time period but no longer than thirty (30) days after receiving notice specifying such failure.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as but not limited to, an act of nature; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout or lockout; sabotage; or superior governmental regulation or control.
- C. Loss of Funds: In the event that for any reason federal, state or local funds allocated to or by the City for services contracted under this Agreement are or become no longer available to the City for the purpose of conducting the program/project or compensating the Agency, the City may suspend without recourse the Agency's obligation to render services to the City and the City's obligation to pay for further services, by providing written notice to the Agency specifying the effective period of such suspension. Any such suspension shall have no effect on the Termination Date. Alternatively or subsequently, the City may terminate the Agreement.
- D. For Convenience. Either party may terminate this Agreement for any or no reason upon thirty (30) days' written notice prior to the effective date of termination.
- E. By Mutual Agreement. This Agreement may be terminated upon mutual agreement of the parties.
- F. Notice: Notice of termination pursuant to A, B, or C of this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.
- G. Actions Upon Termination: In the event of termination not the fault of the Agency, the Agency shall

be paid for the services properly performed prior to termination together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under this Agreement. The Agency agrees that this payment shall fully and adequately compensate the Agency and all subcontractors for all costs, expenses, losses, liabilities, damages, taxes and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of the Agreement. If the City terminates the Agreement due to Agency default, the City shall be entitled to all remedies available at law or equity.

Section 560. Future Support

The City makes no commitment of future Agency support and assumes no obligation for future support of the services and activities contracted for under this Agreement except as may be specifically provided for therein.

Section 570. Reservation of Rights

Neither payment by the City nor performance by the Agency shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

Section 580. Severability

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

VI. SPECIAL CONDITIONS

Section 600. SPP Program Standards

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

A. SPP Implementation Plan

<http://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP%20Implementation%20Plan.April%201.PostCommittee.pdf>

B. SPP Manual

Business Operations

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

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

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

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

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

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

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

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

USDA-CACFP Participation

If the Agency participates in the United States Department of Agriculture Child and Adult Care Food Program (USDA-CACFP) requirements, it must comply with the programs regulations.

<http://www.k12.wa.us/ChildNutrition/Programs/CACFP/default.aspx>

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

VII. ENTIRE AGREEMENT; CONTACTS; SIGNATURES

Section 700. Entire Agreement

This Agreement, including all exhibits and attachments, contains the entire Agreement of the parties. The following Exhibits and Attachments are incorporated herein:

- Exhibit A: Program Description and Responsibilities
- Exhibit B: Investment Plan, Payment Terms, and Reporting Requirements
- Exhibit C: Invoice Payment Form
- Exhibit D: Deliverables Report
- Exhibit E: Kindergarten Transition Action Plan
- Exhibit F: Family Engagement Plan
- Exhibit G: Classroom Startup Plan
- Exhibit H: SPP Levy Outcomes
- Exhibit I: Equal Benefits Compliance Form
- Exhibit J: Insurance Requirements Transmittal Form

Section 710: Contacts

All official notices under this Agreement shall be delivered to the following addresses (or such other address(es) as either party may designate in writing):

If to the City	If to AGENCY
Name , Early Education Specialist Department of Education and Early Learning PO Box 94665 Seattle, WA 98124-6965 Phone Email	Name, title Address Seattle, WA 98XXX Phone Email

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

The City of Seattle

Agency

Signature By/For:

Signature By/For:

Date

Date

Dwane Chappelle
 Director
 Department of Education and Early Learning
 PO Box 94665
 Seattle, WA 98124-6965
 206-684-4508
dwane.chappelle@seattle.gov

Name
Title
Agency
Address
 Seattle, WA 981XX
 206-XXX-XXXX
[Email Address](#)

EXHIBIT A: PROGRAM DESCRIPTION AND RESPONSIBILITIES

The mission of the City of Seattle's Department of Education and Early Learning (DEEL) is to ensure that all Seattle children: 1) enter kindergarten ready, 2) succeed academically, and 3) graduate prepared for college/career. As a primary strategy in achieving this mission, the overall goal of the Seattle Preschool Program ("SPP") as operated by the **AGENCY** ("Agency") is to provide "accessible high-quality preschool services for Seattle children designed to improve their readiness for school and to support their subsequent academic achievement." The long-term intent of SPP is to serve all interested 4-year-olds and all eligible 3-year-old children living in Seattle.

PROGRAM REQUIREMENTS

Agency Responsibilities

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

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

DEEL Responsibilities

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

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

EARLY ACHIEVERS (EA)

Agency Responsibilities

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

DEEL Responsibilities

DEEL staff will partner with Child Care Resources (CCR) EA coaches to support the Agency's completion of the EA rating process.

CLASSROOM OPERATIONS

Agency Responsibilities

- The Agency will use either HighScope® curriculum or Creative Curriculum®, 6th Edition.
- Teachers will be required to attend mandatory curriculum training unless the Agency can provide proof that the teacher completed the curriculum training within the last three years.
- The Agency may apply for a curriculum waiver if:

- Agency has a rating of Level 4 or above in Early Achievers
- The curriculum used in the agency has evaluated and found to support children’s kindergarten readiness and explicitly includes approaches for supporting children’s social, emotional, cognitive, and pre-academic development.
- The chosen curriculum includes a tool for assessing the fidelity of implementation
- Agency has an intensive, agency-managed and funded plan for instructional support.
- Please note: Awarding a curriculum waiver is solely the determination of DEEL.
- The Agency will continue to use their chosen curriculum through the 2017-18 school year
- The Agency will adhere to the SPP service duration of 6 hours per day and 180 days per school year.

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

DEEL Responsibilities

For agencies using Creative Curriculum or the HighScope Curriculum:

- The DEEL QPPD team will provide curriculum training for all SPP teachers/ instructional staff.
- A DEEL Coach may conduct the Program Quality Assessment (PQA) or the Creative Curriculum fidelity check tool in the fall and spring of the contract period.
- A DEEL Coach will provide support on the fidelity of curricula implementation.

AGENCY OPERATIONS

Agency Responsibilities

- The Agency will be encouraged to make extended care options available to families outside of the SPP hours. The Agency may require families to pay for these services. Families may apply for DEEL or WA State child care vouchers to subsidize these costs. Vouchers are determined based on family eligibility. Agency rates for extended care services must not exceed the Agency’s private pay rate for comparable hours of care.
- The Agency will be required to follow the SPP “Zero Expulsion and Suspension Policy.” No City-funded families may be required to withdraw their children from agency services. The Agency may not request or recommend to the family that a child withdraw. The Agency will contact its DEEL Program Manager with any concerns about children’s behavior or attendance.

DEEL Responsibilities

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

STUDENT SELECTION

Agency Responsibilities

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

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

DEEL Responsibilities

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

STUDENT ENROLLMENT

Agency Responsibilities

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

DEEL Responsibilities

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

DATA

Agency Responsibilities

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

- The Agency will allow DEEL and its contracted evaluation partners to access information and assessment data from DEL, the University of Washington, and Child Care Aware/Child Care Resources pertaining to Agency's Early Achievers' scores.
- The Agency will maintain all child and staff records using DEEL approved data reporting systems, including:
 - Ages & Stages Questionnaires® (ASQ) Online
 - TeachingStrategies® Gold (TSG)
 - Child Information and Provider System (CHIPS)
 - DEL Managed Education and Registry Information Tool (MERIT) system

Data Meetings

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

DEEL Responsibilities

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

HEALTH AND SCREENINGS

Agency Responsibilities

Screenings

- The Agency will verify that an Agency staff person is trained to conduct health and developmental screenings and to conduct re-screenings as needed.
- The Agency will be required to screen all children (except for children with current Individualized Education Programs-- IEPs) for early identification of developmental and or behavioral concerns within 90 calendar days of the child's start date using the following tools:
 - Ages & Stages Questionnaires® (ASQ-3)
 - Ages & Stages Questionnaires®: Social-Emotional (ASQ:SE-2)
 - Health Screenings: Height, weight, vision, and hearing
 - The Agency will enter screening results into CHIPS and ASQ online within 5 business days of the screening date.

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

DEEL Responsibilities

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

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

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

PERSONNEL

Agency Responsibilities

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

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

- 1) Does not meet requirements or has been granted a waiver. Lead teachers who have taught at the Agency prior to being placed in an SPP classroom will be considered "grandfathered" into the program on the condition that they meet requirements within four years, or are granted a waiver. Lead teachers must be paid a minimum of \$16 per hour plus benefits (including paid time off and holidays).
- 2) Qualifying MERIT-verified bachelor's degree in Early Childhood Education (ECE) or equivalent. A Lead teacher with a MERIT-verified Bachelor's degree with at least 30 ECE credits must be paid a minimum of \$24 per hour plus benefits (including paid time off and holidays).
- 3) OSPI teaching certification with P-3 endorsement. A Lead teacher who hold a Washington State teaching certificate with an Early Childhood Education or Early Childhood Special Education (P-3) endorsement will be paid according to the current Seattle Public Schools Certificated, Non-Supervisory Staff Salary Schedule.

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

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

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

- 1) Does not meet requirements. Assistant teachers who are grandfathered into the program on the condition that they meet requirements within four years are at the basic salary level. Minimum pay level for SPP assistant teachers will be \$15 per hour plus benefits (including paid time off and holidays).
- 2) Meets requirements. Assistant teachers who hold a MERIT-verified Associate's degree with at least 20 ECE credits will be paid a minimum of \$16 per hour plus benefits (including paid time off and holidays).

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

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

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

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

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

DEEL Responsibilities

- DEEL Education Specialist will collect teacher education and salary information from the Agency at the beginning of the contract period and upon any new teacher or assistant teacher hiring.
- DEEL Coach will monitor that the Agency is providing teachers with release time to participate in DEEL required trainings.
- DEEL QPPD team will process the reimbursements to the Agency for release time for the lead and assistant teacher.
- For all DEEL sponsored trainings, DEEL QPPD team maintains/tracks attendance and enters all training into MERIT.
- DEEL Education Specialist will provide the Agency with the Seattle Public Schools Certificated Non-Supervisory Salary Schedule 2017-18, if needed.

FAMILY ENGAGEMENT AND SUPPORT

Agency Responsibilities

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

DEEL Responsibilities

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

CLASSROOM STARTUP FUNDS

Agency Responsibilities

The Agency may receive a one-time classroom startup award. To receive payment, the Agency must develop and complete objectives listed in a classroom startup plan to enhance/create a culturally-

relevant, high-quality, inclusive teaching and learning environment for all children. Once a classroom has received start-up funds, it is no longer eligible to receive another award. In the case of displacement from a facility, the Agency will be eligible for a new award for each classroom it moves to a new facility. The award will be given to the Agency according to the following criteria:

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

DEEL Responsibilities

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

PROFESSIONAL DEVELOPMENT

Agency Responsibilities

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

DEEL Responsibilities

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

EVALUATION

Agency Responsibilities

The Agency will fully participate in all evaluation activities specified in the SPP Comprehensive Evaluation Strategy. This includes allowing DEEL-contracted assessors to come to the preschool site unannounced, enter classrooms to conduct CLASS and ECERS-3, and identifying a quiet place within

the preschool site for assessors to conduct assessments with individual children both in the fall and in the spring. This also includes supporting the collection of parent surveys in the spring.

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

DEEL Responsibilities

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

EXHIBIT B
Investment Plan, Payment Terms and Reporting Requirements

INVESTMENT PLAN:

Overall compensation to the Agency is as follows:

Payment Basis	2017 SPP	2018 SPP	Total
Baseline Payment			
Performance Payment			
Other Payments			
Total			

TERMS OF PAYMENT:

- A. Baseline Payment:** The Agency will be paid a maximum of \$xxx for the Baseline Payment in twelve (12) monthly installments. See invoice template (Exhibit C) for monthly amounts.
- B. Performance Payment:** The Agency will be paid a maximum of \$xxx in Performance Payment for achieving the targets listed in the Performance and Other Payments summary table below. The Agency will receive two types of Performance Payments: 1) actual percentage and 2) banded percentage. The actual percentage payment is based on percent completed. The banded percentage payment rounds up to the nearest 10% (i.e., 89% is paid at 90%). Both types of payment shall not exceed 100% of the maximum amount. The Performance Payment Table summarizes the completion and invoice due dates for each Performance Payment target.
- C. Other Payments:** The Agency will be paid a maximum of \$xxx for achieving the Other Payment targets listed in the Performance and Other Payment Summary Table below. These payments have unique eligibility requirements and pay for staff education bonuses, classroom startup, family engagement services, and family survey participation.
- 1) Classroom Startup:** The Agency will be paid a maximum of \$xx for Classroom Startup. The Agency will submit an approved Classroom Startup Plan (Exhibit H). The Agency will receive \$7,500 for each classroom previously operated as a non-SPP Pre-K classroom in the prior school year and \$10,000 for each new SPP classroom that did not previously operate as a preschool. Classrooms that have already received SPP or SPP Pathway start-up funds will not be eligible for another award.
 - 2) Family Engagement:** The Agency will be paid a maximum of \$xxx for family engagement activities. The Agency will submit the Family Engagement Plan (Exhibit G).
 - 3) Staff Education Bonus:** SPP will pay providers for those staff who meet SPP education requirements and whose credentials are verified in merit. For lead teachers who meet or exceed education requirements, providers will earn between \$19,000 and \$28,000. For assistant teachers who meet education requirements, providers can earn \$9,000. For site supervisors who meet education requirements, providers can earn an additional \$2,000.

Performance and Other Payment Summary Table

Performance Area	Performance Targets	Target	Maximum Performance Payment
ENROLLMENT	# of children enrolled/selected by the agency by October 31, 2017. <u>Verification:</u> Agency will update information in CHIPS, calculated by DEEL Data team, verified by Early Education Specialist.		\$
KINDERGARTEN (KG) TRANSITION ACTION PLAN	Submit a KG Plan to the Early Education Specialist. <u>Verification:</u> Copy of Transition Plan submitted and approved by Early Education Specialist.		\$
FALL TSG	# of children with completed TeachingStrategies Gold Assessments in Fall 2017. <u>Verification:</u> Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.		\$
HEALTH SCREENINGS	Complete health screenings for each child within 90 days of child's start date. <u>Verification:</u> Agency will update information in CHIPS, calculated by DEEL Data staff, and approved by Early Education Specialist.		\$
WINTER TSG	# of children with completed TeachingStrategies Gold Assessments in Winter 2018. <u>Verification:</u> Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.		\$
SPRING TSG	# of children with completed TeachingStrategies Gold Assessments in Spring 2018. <u>Verification:</u> Agency will complete info in TSG database, calculated by DEEL Data staff, verified by Early Education Specialist.		\$
KG TRANSITION OUTCOMES	Submit a completed KG Transition Action Plan showing outcomes achieved. <u>Verification:</u> Copy of Transition Plan submitted and approved by Early Education Specialist.		\$
ATTENDANCE	% of contracted slots will attend 85% of eligible days. <u>Verification:</u> Agency will update information in CHIPS, calculated by DEEL Data staff, verified by Early Education Specialist.		\$
Maximum Performance Pay			
CLASSROOM STARTUP	Submit a Classroom Startup Plan to the Early Education Specialist. <u>Verification:</u> Copy of Classroom Startup Plan submitted and approved by Early Education Specialist		
FAMILY ENGAGEMENT	- Submit a Family Engagement Plan to the Early Education Specialist. <u>Verification:</u> Copy of Family Engagement Plan submitted and approved by Early Education Specialist.		

STAFF EDUCATION BONUS	- Submit merit-verified education credentials for Lead Teacher, Assistant Teacher, and Site Supervisor. <u>Verification:</u> Copy of Merit-Verified Education Credentials to Early Education Specialist		
	Maximum Other Payment		\$
	Maximum Total Payment		\$

REPORTING REQUIREMENTS

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

1. **Invoice Payment Form (Exhibit C):** The Agency shall submit one invoice by the **tenth working day of the month** for the previous calendar month, except for the last invoice of the 2017 calendar year.

Invoicing for Performance Payment Targets: After data verification by DEEL, the Sr. Grants and Contracts Specialist will send the Agency an email detailing the earned payment amount for each performance target calculated by DEEL Data staff. The Agency will attach the email to the invoice when requesting payment for calculated measured. The Agency may not invoice for Performance Payment prior to receiving the Performance Payment email.

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

INVOICE PAYMENT FORM

[insert invoice payment form]

Agency Name: _____

Kindergarten Transition Action Plan

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

Agency Name: _____

Family Engagement Plan

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

Classroom Startup Plan

Name of Agency	
Funding Amount	
Classroom and Location	
Date Submitted	

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

Outcome 1:
 Outcome 2:
 Outcome 3:

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

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

Check all that Apply	Category	Expected purchases
<input type="checkbox"/>	Curriculum	
<input type="checkbox"/>	Furnishings	
<input type="checkbox"/>	Outdoor Equipment	
<input type="checkbox"/>	Small Renovations/ Modifications	
<input type="checkbox"/>	Technology	
<input type="checkbox"/>	Other	

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

Initial Plan Approval

Director _____

Date ____/____/____

DEEL Education Specialist _____

Date ____/____/____

Payment Approval

DEEL Education Specialist _____

Date ____/____/____

Seattle Preschool Program (SPP) Outcomes

The City is investing SPP Levy proceeds to achieve the following outcomes city-wide:

- **Children will be ready for school.**
- **All students will achieve developmentally-appropriate pre-academic skills.**
- **All students will develop both socially and emotionally.**
- **The readiness gap will be eliminated for SPP participants.**

All SPP investments will contribute to at least one of the above outcomes.

Specific Definitions:

School readiness is measured by:

- The Washington Kindergarten Inventory of Developing Skills (WaKIDS).
- Assessments identified in the Comprehensive Evaluation Strategy (Evaluation Strategy), adopted by the Seattle City Council August 10, 2015.

Equal Benefits Compliance Declaration

Agency: **X**

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

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

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

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

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

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

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

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

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

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

Equal Benefits Instructions

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

- 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.
- The Co can answer any questions about this requirement or you may call the general office at 206-684-0444. Call before you submit your bid to ensure you've filled out the form correctly.
- "Domestic Partner" is any person who is party to a same-sex or opposite-sex domestic partnership that is legally recognized in the place of jurisdiction where the union was established, including same-sex marriage, or registered as a Domestic Partner with the employer or government registry established by state or local law. If the employer does not have a registration system and does not intend to implement one, the City of Seattle has a registration system as an option: <http://www.seattle.gov/leg/clerk/dpr.htm>

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

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

Printed Name: _____ Signature: _____ Date: _____



INSURANCE REQUIREMENTS TRANSMITTAL FORM

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

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

A. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED:

- Commercial General Liability (CGL)** or equivalent insurance including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury, Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be \$ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage (“CSL”) \$2,000,000 Products/Completed Operations Aggregate \$2,000,000 General Aggregate \$1,000,000 each accident/disease—policy limit/disease—each employee stop gap/Employer’s Liability
- Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH **MINIMUM LIMITS OF LIABILITY OF \$1,000,000** CSL.
 - MSC-90 and CA 99 48 endorsements** required unless In-transit Pollution coverage is covered under required Contractor’s Pollution Liability insurance.
- Worker’s Compensation** insurance for Washington State as required by Title 51 RCW.

B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:

- Umbrella or Excess Liability** “follow form” insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of \$ _____ CSL. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.
- Contractor’s Pollution Liability** insurance with minimum limits of liability of \$1,000,000 or \$ _____ CSL each claim.
- Aviation Liability** insurance for bodily injury, death, property damage, contractual and passenger liability with minimum limits of \$1,000,000 or \$ _____ CSL each occurrence.
- Watercraft/P&I Liability** insurance with minimum limits of \$1,000,000 or \$ _____ CSL each occurrence.
- Federal Maritime** insurance with:
 - U.S.L.&H.** minimum limits \$1,000,000 or \$ _____
 - Jones Act** minimum limits \$1,000,000 or \$ _____
- Professional Liability (E&O/Technical E&O)** insurance appropriate to the agency’s profession. The minimum limit shall be \$1,000,000 or \$ _____ each claim.
- Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee theft, wire transfer, forgery & mail coverage, and client coverage)** with minimum limit \$1,000,000 or \$ _____ per occurrence and in the aggregate. Coverage shall include ‘Joint Loss Payable’ ISO form CR 20 15 10/10 or equivalent; and “Provide Required Notice of Cancellation to Another Entity’ SIO form CR 20 17 10/10.
- Technology Errors & Omission (E&O) Insurance** including but not limited to security and privacy liability with minimum limit of \$1,000,000 or \$ _____ each claim.
- Information Technology –Cyber Liability (Network Security Liability and Privacy Liability)** with minimum limit \$1,000,000 or \$ _____ per occurrence and in the aggregate. Coverage shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Agency’s Internet and Network Activities including coverage for, but not limited to, the

following events: an attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of Agency’s computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Agency’s computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner. Coverage shall include notification and other expenses incurred in remedying a privacy breach and costs to investigate and restore data.

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

- C. NO LIMITATION OF LIABILITY:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Seattle’s requirements for minimum insurance coverage shall be interpreted to limit or release liability of the Agency or any of the Agency’s insurers. The City shall be an additional insured as required in paragraph C. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.

- D. REQUIRED SEPARATION OF INSURED PROVISION; CROSS-LIABILITY EXCLUSION AND OTHER ENDORSEMENTS PROHIBITED:** Agency’s insurance policy shall include a “separation of insureds” or “severability” clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer’s liability. Agency’s insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Agency’s insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Agency’s CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer’s Liability exclusion, (e) any “Insured vs. Insured” or “cross-liability” exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. Agency’s failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Agency or reduced and/or offset against the Contract.

- E. SUBSTITUTION OF SUBCONTRACTOR’S INSURANCE:** If portions of the scope of work are subcontracted, the subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified in this Insurance Transmittal Form are satisfied.

- F. NOTICE OF CANCELLATION:** The above checked insurance coverages shall not be canceled by Agency or Insurer without at least forty-five (45) days written notice to the City, except ten (10) days’ notice for non-payment of premium.

- G. CLAIMS MADE FORM:** If any insurance policy is issued on a “claims made” basis, the retroactive date shall be prior to or coincident with the effective date of the Contract. The Agency shall either maintain “claims made” forms coverage for a minimum of three years following the expiration or earlier termination of the Contract, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period (“tail”) for the same

period; or execute another form of guarantee acceptable to the City to assure the Agency's financial responsibility for liability for services performed.

- H. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.

- I. SELF-INSURANCE:** The City acknowledges that the Agency may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Agency shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.

- J. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** Agency must provide the following list of evidence of insurance:
 - a) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
 - b) An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL/MGL or other additional insurances required (and if required Agency's Pollution Liability insurance policy).
 - c) A copy of all other amendatory policy endorsements or exclusions of Agency's insurance CGL/MGL policy that evidences the coverage required.

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

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