



SUBAWARD AGREEMENT BETWEEN

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT
EARLY LEARNING PROGRAM
800 OAKESDALE AVE SW
RENTON, WA 98057**

AND

**BETHEL SCHOOL DISTRICT
516 176TH ST E
SPANAWAY, WA 98387-8335**

THIS CONTRACT is made and entered into by and between PUGET SOUND EDUCATIONAL SERVICE DISTRICT EARLY LEARNING PROGRAM (hereinafter referred to as "PSESD") and BETHEL SCHOOL DISTRICT (hereinafter referred to as "Center").

IT IS THE PURPOSE OF THIS CONTRACT to provide comprehensive Early Childhood Education and Assistance Program (ECEAP) services, in accordance with this contract, all exhibits and attachments, and PSESD's Early Learning Program Manual (ELPM).

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. CONTRACT MANAGEMENT

- 1.1 The Contract Manager and Center Director for each of the parties shall be the contact person(s) for all communications and billings regarding the performance of this Contract.
- 1.2 Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person, or by a recognized courier service, or deposited within the United States Postal Service.
- 1.3 Each party shall notify the other party in writing within ten days of any changes of the name and contact information regarding either party's designated Contract Manager or Center Director.
- 1.4 Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided above.

2. EXHIBITS AND ATTACHMENTS

Attached hereto and incorporated herein as though set forth in full are the following exhibits and attachments:

- Exhibit A - STATEMENT OF WORK
- Exhibit B - FULL SCHOOL DAY AND EXTENDED DAY MODELS
- Exhibit C - DELIVERABLES CALENDAR
- Exhibit D - GENERAL TERMS AND CONDITIONS
- Exhibit E - SUPPLEMENTAL TERMS AND CONDITIONS
- Exhibit F - ECEAP PERFORMANCE STANDARDS

The parties agree that the exhibits and attachments listed in this paragraph shall be enforceable against the parties and are a part of this Contract.

3. STATEMENT OF WORK

The parties agree that the Center shall perform the activities and obligations as set forth and described in Exhibit A and Exhibit B, attached hereto and incorporated herein as though set forth in full. The Center shall also furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth and described in Exhibit A and Exhibit B. The Center agrees to provide the services, products and activities at the costs set forth in this Contract.

4. PERIOD OF PERFORMANCE

Subject to the requirements of this Contract, the period of performance of this Contract shall commence on July 1, 2016 and be completed on or before June 30, 2017, unless terminated sooner as provided herein.

5. COMPENSATION

PSESD shall reimburse the Center upon receipt of proper documentation as required by PSESD, as detailed below. The Center must follow the Office of Management and Budget (OMB) Circular cost principles.

BUDGET

| Model | Slots | Funding |
|---------------------------------------|------------|--------------------|
| Funded Enrollment (2.5 hour Part Day) | 196 | \$1,034,551 |
| Funded Enrollment (3 hour Part Day) | 0 | \$0 |
| Funded Enrollment (Full School Day) | 0 | \$0 |
| Funded Enrollment (Extended Full Day) | 0 | \$0 |
| Sites: 6 | | \$6,000 |
| Grand Total | 196 | \$1,040,551 |

| Budget Category | Funding |
|-----------------|----------|
| USDA | \$13,548 |

PSESD may increase or decrease the approved budget in this Agreement, or may make other changes to the Agreement. This will be in the form of an Amendment to the Agreement, which will outline the reasons for any changes.

The parties have determined that the cost of accomplishing the work herein shall not exceed the amount in the table above. Any additional authorized expenditure, for which reimbursement is sought, must be submitted as written documentation following the One-Time Funds application process to the PSESD Contract Manager for pre-approval and established by a written Contract Amendment signed by all designated parties. Compensation will be paid upon the timely completion of services as described in Exhibit A and Exhibit B and is contingent upon acceptance of relevant work products and approval of claims by PSESD as described in this Contract.

6. BILLING PROCEDURE

6.1 The Center will submit, not more than two times per month, properly completed Reimbursement Claim Form ("claim"), to:

Scan and email to:
elfiscal@psesd.org

Mail document(s) with original signatures to:
PSESD, Early Learning Fiscal
800 Oakesdale Ave SW
Renton, WA 98057

6.2 Payment to the Center for approved and completed work shall be made by warrant or Electronic Funds Transfer by PSESD and considered timely if made within 30 days of receipt of a properly completed claim. Payment shall be sent to the address designated by the Center and set forth in this Contract.

6.3 Each claim must clearly reference the PSESD Contract Number.


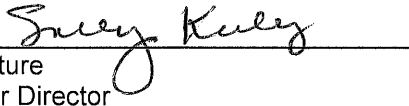
6.4 Upon the expiration of this Contract, any claim or payment not already made shall be submitted to PSESD no later than forty-five (45) days following the expiration date of this Contract. The final claim shall certify that the Center has completed all requirements of this Contract.

6.5 The deliverables outlined in the table below shall be submitted before or on the due date. Claims for expenses incurred after the due date will not be processed until the deliverable is submitted.

| Deliverable | Due Date | Submission |
|--------------------------------------|--|---|
| Site Readiness and Safety Checklists | September 15 (full-year sites) Before classes start (part-year sites) | See Site Readiness and Safety Checklist Procedure in ELPM |
| Active Supervision Plans | October 31 | See Active Supervision Procedure in ELPM |

7. SIGNATURES

THIS CONTRACT, including the exhibits and attachments described in section 2, is executed by the persons signing below who warrant they have read and understand this Contract and the exhibits and attachments. The persons signing below further represent that they have the authority to execute this Contract.

| | | |
|---|----------------------|----------------|
| CENTER | | |
|  | <u>Thomas Saigel</u> | <u>9/6/16</u> |
| Signature Superintendent or Executive Officer | Print | Date |
|  | <u>SALLY Keeley</u> | <u>9-29-16</u> |
| Signature Center Director | Print | Date |
| _____ Signature Contract Manager (if different from Center Director) | _____ Print | _____ Date |

| | | |
|--|-------------------------------|---------------|
| PSESD | | |
| _____ Signature Superintendent | <u>John Welch</u> Print | _____ Date |
| _____ Signature Associate Superintendent for Early Learning | <u>Kay Lancaster</u> Print | _____ Date |
| <u>Talena Dixon, Program & Operations Director</u> Contract Manager | | |

| | |
|--|---------------|
| BUSINESS OFFICE USE ONLY: | |
| Account Code: 3400-27-7300-016-1300-5127 | \$988,523.45 |
| Account Code: 3400-98-7300-016-1300-5198 | \$52,027.55 |
| Account Code: 3400-98-5800-315-1300-3449 | \$1,354.80 |
| Account Code: 3400-98-5800-016-1300-3449 | \$12,193.20 |
| Contract Number: _____ | |
| _____ Business Office Approval | _____ Date |

Amendment No.1

LOA #9788
Date 4/13/2017

AMENDMENT TO LETTER OF AGREEMENT

for

PUGET SOUND ESD ECEAP PROGRAM

for the period

July 1, 2016 - June 30, 2017

The Letter of Agreement entered into between PUGET SOUND EDUCATIONAL SERVICE DISTRICT and Bethel SD, shall be amended as follows:

I. CHANGE IN FUNDING LEVELS:

Change from: \$1,040,551
Change to: \$1,041,969

REASON FOR CHANGE & AMOUNT:

This amendment provides funds for Temporary Classroom Assistance for the following:
Bethel Shining Mtn - MS 58119 - 2/22/17 - 4/28/17 - 104.5 hrs
104.5 hrs x \$13.56

TOTAL ECEAP \$1,418

II. The PSESD Early Learning Program/Operations Director or their designee, and the Center Director, are hereby appointed as representatives of the signatories on the Letter of Agreement (LOA) for the purposes of amending the budget document contained in the

GRANTEE:
PUGET SOUND EDUCATIONAL SERVICE
DISTRICT

CENTER:
Bethel SD

Talena Dixon 4/14/17
Talena Dixon Date
Early Learning Program/Operations Director

Sally Keeley 5-1-17
Sally Keeley Date
Center Director

Aola Orsberg 4/24/17
PSESD Business Office Use Only Date

3400-27-7300-016-1300-5127 = \$1,418 (Increase)

Amendment No.2

LOA #9788
Date 5/18/2017

AMENDMENT TO LETTER OF AGREEMENT

for

PUGET SOUND ESD ECEAP PROGRAM

for the period

July 1, 2016 - June 30, 2017

The Letter of Agreement entered into between PUGET SOUND EDUCATIONAL SERVICE DISTRICT and Bethel SD, shall be amended as follows:

I. CHANGE IN FUNDING LEVELS:

| | |
|--------------|-------------|
| Change from: | \$1,041,969 |
| Change to: | \$1,043,027 |

REASON FOR CHANGE & AMOUNT:

This amendment provides funds for Temporary Classroom Assistance for the following:
Bethel Shining Mtn - MS 58119 - 5/1/17 - 6/13/17 - 78 hrs
78 hrs x \$13.56

| | |
|-------------|---------|
| TOTAL ECEAP | \$1,058 |
|-------------|---------|

II. The PSESD Early Learning Program/Operations Director or their designee, and the Center Director, are hereby appointed as representatives of the signatories on the Letter of Agreement (LOA) for the purposes of amending the budget document contained in the

GRANTEE:
PUGET SOUND EDUCATIONAL SERVICE
DISTRICT

CENTER:
Bethel SD

Talena Dixon 5-18-17
Date
Talena Dixon
Early Learning Program/Operations Director

Sally Keeley 6-2-17
Date
Sally Keeley
Center Director

Ada Oldenburg 5/24/17
Date
PSESD Business Office Use Only

3400-27-7300-016-1300-5127 = \$1,058 (Increase)