

**Santa Rosa County School Readiness Coalition, Inc.
DBA Early Learning Coalition of Santa Rosa County
Fiscal Year 2009-2010 School Readiness Provider Contract**



A. Parties:

This legally binding Provider Contract (hereinafter known as "Contract") is made and entered into by and between: Child Care Facility (name) _____, City _____ Zip _____ (hereinafter known as "PROVIDER") and the Santa Rosa County School Readiness Coalition, Inc., DBA the Early Learning Coalition of Santa Rosa County, with the principal office located at 6555 Caroline Street, Milton, Florida, 32570 (hereinafter known as "COALITION").

B. Purpose:

The purpose of this Contract is to fully communicate the agreement between the COALITION and the PROVIDER to work collaboratively to prepare children for success in school through provision of the highest quality early care and education for children participating in the School Readiness Program.

C. General:

- 1) The Florida Legislature designated the Agency for Workforce Innovation (AWI) as the Lead Agency for Child Care Development Funds provided through 45 Code of Federal Regulations 98 and for Temporary Assistance for Needy Families provided through 45 Code of Federal Regulations 260-265 which includes funds and direction for the School Readiness and Resource and Referral programs. The Legislature also created Early Learning Coalitions to administer School Readiness funding to serve their local communities. The COALITION is the authorized entity for the administration of the School Readiness Program in Santa Rosa County, Florida.
- 2) The PROVIDER must complete and sign a new Contract each year to remain eligible to deliver the School Readiness Program.
- 3) The PROVIDER understands that attendance at a Contractor Compliance Meeting annually is mandatory prior to entering into this Contract with the COALITION.
- 4) The PROVIDER understands that School Readiness funding is limited. This Contract does not guarantee the placement of children. Children are placed based on parental choice from all contracted providers and on availability of funds.
- 5) The PROVIDER understands that Florida Statute 411.01 establishes service requirements for all publicly funded School Readiness programs and that Florida Statute 402 establishes child care standards, and that by signing this Contract the PROVIDER ensures and warrants that their child care program meets the requirements of both statutes referenced in this paragraph as well as other applicable laws, rules, and regulations, as they may be amended from time to time.
- 6) The PROVIDER acknowledges that providing false or misleading information in order to obtain benefits, payments or reimbursement to which they are not entitled, or to increase the benefits, payments or reimbursements, the PROVIDER is guilty of unlawful behavior. If the PROVIDER gives false information, omits requested information, signs inaccurate attendance documents, or fails to promptly report changes which would directly affect the PROVIDER'S eligibility as a School Readiness provider, then the PROVIDER can be required to pay back unauthorized subsidy payments, denied further participation in the program, and/or referred to the Florida Department of Law Enforcement, Public Assistance Fraud Division for further investigation.
- 7) The PROVIDER acknowledges that the *Santa Rosa County Provider Handbook* is included as *Attachment 1* and is hereby incorporated by reference and made a part of this Contract.
- 8) The PROVIDER understands that the *Attendance Guidelines for Providers Serving Santa Rosa County Children* is included as *Attachment 2* and is hereby incorporated by reference and made a part of this Contract.
- 9) The PROVIDER understands that it is the sole responsibility of the PROVIDER to review and fully understand all applicable Coalition, state and federal regulations as well as other applicable laws, rules, and regulations, as they may be amended from time to time as they relate to the School Readiness Program.

D. Program Information:

1) Provider/Business name: _____
(Must list legal name of business)

2) Mailing Address: _____

3) City: _____ Zip _____

4) Physical Address: _____

5) City: _____ Zip _____

6) Contact Name/Title: _____

7) Email: _____

8) Phone Number: _____ 9) Fax Number: _____

10) Owner/Chief Executive Officer (if different from #6 above): _____

11) Owner/Chief Executive Officer Contact #: _____

12) Type of program: (check all that apply)

- After school only program DCF# _____
- Faith-Based Exempt Child Care Center Exempt # _____
- Head Start or Early Head Start Program
- Informal Family Child Care Home
- Licensed Child Care Center DCF# _____
- Licensed Family Child Care Home DCF # _____
- Licensed Large Family Child Care Home DCF # _____
- Public School
- Private School
- Registered Family Child Care Home Registration # _____
Expiration Date: _____
- Summer Only Program

13) Are you an Accredited Provider? _____ Yes _____ No
If yes, please give name of accrediting association: _____

Expiration date: _____

14) Are you a Gold Seal Accredited Provider? _____ Yes _____ No

Expiration date: _____

15) Number of Infant Classrooms: _____

16) Number of Toddler Classrooms: _____

17) Number of Preschool Classrooms: _____

18) Number of After-School Classrooms: _____

E. Provider Eligibility:

1) The PROVIDER certifies and warrants that they are either a licensed, registered, or informal child care provider pursuant to Florida Statute 402.301-319; religious exempt faith based provider pursuant to Florida Statute 402.316; or public or private school provider pursuant to Florida Statute 402.305.

2) The PROVIDER (excluding informals) affirms that all child care personnel, staff, substitutes and/or household members where applicable, are of good moral character and in compliance with Level 2 background screening requirements pursuant to Florida Statutes 411.01 and 435.04. At a minimum, each child care personnel file must contain the following:

- a. Attestation of Good Moral Character (required annually)
- b. Proof of FDLE clearance (every 5 years)
- c. Proof of FBI clearance
- d. Proof of Local Background clearance
- e. Child Abuse and Neglect Statement with signature (DCF Form)
- f. Employment History Verification (DCF Form)
- g. Addendum to the Application (DCF Form)

Registered Family Child Care Homes must request a copy of the background screening documents from the Department of Children and Families Licensing for every person residing in the home 12 years of age or older, for employees and/or substitutes. Copies of all required documents must be kept on site at all times.

3) Informal PROVIDERS affirm and warrant that all persons residing in the home 13 years of age or older and/or substitutes are of good moral character and in compliance with COALITION background screening requirements.

At a minimum, each child care personnel/resident file must contain the following:

- a. Attestation of Good Moral Character (required annually)
- b. Proof of FDLE clearance (every 5 years)
- c. Proof of Local Background clearance

The COALITION may assist the PROVIDER in completing the required background screening at the PROVIDER'S expense. Copies of all required documents must be kept on site at all times.

4) The PROVIDER agrees to provide a healthy and safe environment (Florida Statute 411.01 (5) (c) 2.f & 402.301).

5) The PROVIDER agrees to meet all applicable local licensing, fire, health and safety standards.

6) The PROVIDER agrees to meet all standards and policies as developed by the Coalition as well as all applicable state and federal regulations as well as other applicable laws, rules, and regulations, as they may be amended from time to time.

7) The PROVIDER agrees to keep confidential any information concerning a recipient of services under this Contract unless it is to conform to federal and state requirements or unless PROVIDER has obtained written consent of the responsible parent or guardian when authorized by law.

8) The PROVIDER ensures and warrants that all required information is complete and current and that the PROVIDER is eligible to deliver the School Readiness Services.

9) The PROVIDER is required to ensure their commercial general liability insurance coverage is current and sufficient throughout the term of the contract.

- a. The PROVIDER shall obtain commercial general liability insurance with minimum coverage limits of \$100,000 each occurrence, and \$300,000 general aggregate.
- b. The PROVIDER shall add the Early Learning Coalition of Santa Rosa County as an additional insured to their commercial general liability insurance policy.
- c. The PROVIDER shall deliver a complete, current copy of the commercial general liability insurance policy to the COALITION'S Contract Manager designee.
- d. The SCHOOL READINESS PROVIDER shall deliver a current Certificate of Liability Insurance to the COALITION'S Contract Manager designee, evidencing proof of the required commercial general liability insurance.
- e. PROVIDERS with multiple locations must have each location listed on the Certificate of Liability Insurance or listed on a Description of Premises Schedule.
- f. It is the responsibility to ensure that the COALITION has received documentation evidencing proof of the required commercial general liability insurance.
- g. Failure to submit the above required documentation and/or failure to ensure the commercial general liability insurance coverage is maintained current and sufficient throughout the term of the contract shall

be considered a default and/or breach of this Contract and entitle the COALITION to all legal remedies, including but not limited to suspension or termination of this Contract, withholding of funding, non-payment for services that cannot be verified, and/or Corrective Action.

h. The COALITION reserves the right to increase minimum coverage requirements during the fiscal year with sixty days notice to providers.

10) Regardless of the terms and limits of PROVIDER'S insurance coverage and/or the above-referenced insurance requirements, PROVIDER hereby agrees to defend, indemnify, and hold harmless the COALITION for any action or inaction occurring on PROVIDER'S premises, unless such claims are a result of the COALITION'S sole negligence, action or inaction.

F. Provider Responsibility to Parents:

1) The PROVIDER shall present new and prospective families with a parent handbook or packet of informational materials that include, at a minimum, the schedule of operations including daily opening/closing hours and holidays, payment policies including payment due dates and fees for late pick-up, nutrition policies concerning food provided at the site/food brought from home, allergy precautions, illness and medication policies, emergency procedures, and a signed acknowledgement of receipt of the information.

2) Parental Access: The PROVIDER acknowledges that federal and state laws (Florida Statute 402.305 (11) & 45 Code of Federal Regulations 98) mandate that a parent has the right of unlimited access to their child during regular business hours and any time their child is in care. The PROVIDER agrees to have a written "open door" policy for families.

3) Parent's Right to get a copy of records: The PROVIDER acknowledges that parents have the right (Florida Statute 411.01) to see their child's records and upon request, will be given copies of their child's records.

4) Parental Notification: The PROVIDER acknowledges that the COALITION may exercise its right to notify families if the PROVIDER has not maintained the standards set forth by the COALITION, or has been the subject of sanctions by the Department of Children and Families or the accrediting agency responsible for accreditation standing.

5) Parental Choice: The PROVIDER acknowledges that the parent has a choice of child care providers (Florida Statute 411.01 (7) (a)). In the event the parent chooses to move to a different child care provider, it is their prerogative to do so.

G. Healthful and Safe Environment:

1) The PROVIDER shall have a working telephone available to make or receive phone calls when children are in care.

2) The PROVIDER shall serve meals and/or snacks which are nutritious, including infant formula if applicable and will ensure that potable drinking water is available at all times. Any meal or snacks that are served to the children while in care must meet the nutritional requirements set forth by the USDA Food Program. Meals that are brought from outside the center and do not meet the nutritional guidelines of the USDA Food Program must be supplemented by the provider to meet the guidelines. This includes meals provided by parents as well as caregivers.

3) The PROVIDER shall ensure that immunizations and physicals are current and up to date within 30 days of enrollment for all children in their care.

4) The PROVIDER shall protect the health and safety of all children and youth by following all requirements as they relate to supplies, storage, environment, feeding, toileting, diapering, sanitation, cleanliness, pest control, space requirements, first aid, fire safety, and indoor/outdoor areas.

5) The PROVIDER shall have and follow a written medication policy.

6) The PROVIDER shall have at least one staff member certified in CPR and First Aid on site at all times and must have emergency evacuation plan/telephone numbers posted.

7) The PROVIDER shall complete an accident/incident report for each occurrence and maintain documentation on site.

8) The PROVIDER shall have all required enrollment information on each child available at all times.

9) The PROVIDER shall require frequent hand washing of staff and children, especially before and after diapering, after using the toilet and immediately prior to meals and snacks.

10) The PROVIDER shall comply with all DCF ratio and/or supervisory requirements at all times.

11) If the PROVIDER is:

- a. A state licensed child care program, the PROVIDER shall comply with all requirements of 65C-22, Florida Administrative Code and Florida Statute 402.302-319.
- b. Religiously exempt from licensure under Florida Statute 402.316, or is a public or non-public school under Florida Statute 402.3025, the PROVIDER shall comply with the health and safety monitoring standards adopted by the COALITION, with the health and safety standards set forth in Florida Statute 402.302-319 and 65C-22 Florida Administrative Code, with the exception of 65C-22.001 (1) and (2)a, Florida Administrative Code which requires licensure.
- c. A registered or informal family child care provider, the PROVIDER shall comply with the health and safety monitoring standards adopted by the COALITION and Florida Statute 402.302-319 and Rule 65C-20, Florida Administrative Code.

(Copies of these requirements and required documents may be found on the following website: www.myflorida.com/childcare or by contacting COALITION staff.)

H. Program Requirements: (Florida Statutes 411.01 & 402.24)

- 1) The PROVIDER shall meet all requirements of the School Readiness program which are set forth in 45 Code of Federal Regulations 98, Florida Statute 402.25 and Florida Statute 411.01, and Rule 60BB-4 Florida Administrative Code.
- 2) The PROVIDER shall meet all the requirements set forth in Coalition approved policy.
- 3) The PROVIDER understands acknowledges according to Florida Statute 39.201, that anyone who knows or has reasonable cause to suspect that a child has been or is being abused, abandoned, or neglected, must report this information through the Abuse Hotline at 1-800-962-2873.
- 4) For programs serving children birth to five years of age, the PROVIDER shall meet the following curriculum and learning environment standards consistent with the requirements and goals of the School Readiness Program (not applicable to after-school only or summer programs).

- a. The PROVIDER will utilize one of the COALITION'S approved curricula listed below that supports the implementation of the Florida Performance Standards (Florida Statute 411.01(5)(c) 2.a).

Please check which curriculum your program will use during the program year:

- Active Learning
- Creative Curriculum 4th Edition *
- Galileo
- High Reach
- High Scope *
- Montessori
- Pinnacle
- Wee Learn*

* These curricula also contain a character development component that will satisfy the Character Development Curriculum requirement.

- b. The PROVIDER must show proof that the following have been trained in the declared curriculum by the end of the first quarter covered by this Contract or risk termination of this Contract:
 - ♦ Director or Lead Teacher for centers
 - ♦ Owner for family child care homes
- c. The PROVIDER may use components of other curricula with the approved curriculum but may not use any non-approved curriculum as the primary program curriculum. The PROVIDER may request that another curriculum be used as the primary program curriculum by submitting the curriculum for review through the COALITION'S approved evaluation process.
- d. The PROVIDER will implement a character development program to develop basic values in young children as directed by Florida Statute 411.01(5)(c).
Please list which character development curriculum your program will use during the contract year.
Name of Program: _____
- e. PROVIDER will document daily lesson planning with written activities for each day.
- f. PROVIDER posts and follows a daily schedule for preschool children that includes at a minimum, the following (Florida Statute 411.01 (5)(d)2):

- ♦ One hour of uninterrupted child-initiated choice time between 9:00 am and Noon to include the following learning areas: Blocks, Dramatic Play, Art, Music, Discovery, Table Toys, Library, Writing, Sensory Motor to include sand and water play
 - ♦ Small Group, teacher-directed activities that address essential concepts (colors, shapes, self help skills, etc.)
 - ♦ Literacy activities and reading to children a total minimum of 30 minutes per day
 - ♦ Music activities each day which include a total minimum of 30 minutes of classical music per day
 - ♦ Outside activities for a minimum of 30 minutes twice per day, depending on length of day and weather permitting, as age appropriate.
- g. PROVIDER posts and follows a daily schedule for infants, toddlers, and young twos that includes at a minimum, the following (Florida Statute 411.01 (5)(d)2):
- ♦ Infants are fed and diapered according to their needs and not a class schedule.
 - ♦ Infants and toddlers are free to move around the indoor play area.
 - ♦ Infants are not kept in cribs when awake.
 - ♦ Infants are not kept in high chairs, playpens, or bucket seat tables for more than fifteen minutes unless eating.
 - ♦ Infants are given floor time with staff who encourage gross motor activities on a daily basis.
 - ♦ Infants and toddlers have access to materials that support their fine motor development.
 - ♦ Flexible schedule and planned activities provide a balance of active and quiet time, indoors and out, and experiences that include: sensory, language and motor development.
 - ♦ Varieties of musical activities are offered including classical music exposure.
 - ♦ Age-appropriate sensory/process oriented art activities available for toddlers and twos.
 - ♦ Children are read to individually or in very small groups, for short periods throughout the day.
 - ♦ _Outside activities for a minimum of 30 minutes twice per day, depending on length of day and weather permitting, as age appropriate.
- h. PROVIDER ensures the following for preschool aged children:
- ♦ Fine motor activities including small building objects/blocks, art materials, manipulatives and puzzles that are in good repair, complete and available for at least one hour daily.
 - ♦ Art activities including drawing materials, paints, three-dimensional materials, collage materials and tools are available for at least one hour daily.
 - ♦ Music and movement materials that are available and staff initiated to include at least one music activity daily, and movement/dance activities offered at least weekly.
 - ♦ Blocks are available and sufficient for at least two children to play simultaneously, some clean floor space is used for block play, and blocks are available for daily use.
 - ♦ Sand or water play is available either indoors or outdoors with toys available for sand/water play.
 - ♦ Dramatic play materials are accessible for at least one hour per day.
 - ♦ Nature/science materials are available such as collections of natural objects, living things, nature/science books, games and toys, and nature, science activities.
 - ♦ Math and number materials are accessible to children daily.
 - ♦ TV and video usage is not recommended and computer usage is limited to one hour or less daily and all materials are non-violent and culturally sensitive.
 - ♦ Books and pictures books are accessible and at least one staff-initiated receptive language activity occurs each day.
 - ♦ Activities and materials encourage children to communicate appropriately.
 - ♦ Staff discussion of logical relationships or concepts and concepts are introduced using words and concrete experiences.
 - ♦ Staff-child interaction occurs throughout the day and children are allowed to talk for most of the day.
 - ♦ Classroom provides a print rich environment. Items are clearly labeled using correct lettering and spelling.
- i. PROVIDER ensures the following for toddlers:

- ♦ Fine motor activities including items such as shape sorting games, large stringing beads, big pegs with peg boards, simple puzzles, pop beads, stacking rings, nesting toys, medium or large interlocking blocks, and crayons that are in good repair, complete and available for at least one hour daily.
 - ♦ Art activities including drawing materials, paints, and three-dimensional materials that are available for at least one hour daily.
 - ♦ Music and movement materials that are available and staff initiated to include at least one music activity daily, and movement/dance activities offered at least weekly.
 - ♦ Blocks are available and sufficient for at least two children to play simultaneously, some clean floor space is used for block play, and blocks are available for daily use.
 - ♦ Sand or water play is closely supervised and is available either indoors or outdoors with toys available for sand/water play.
 - ♦ Dramatic play materials are accessible for at least one hour per day.
 - ♦ Nature/science materials available such as collections of natural objects, living things, nature/science books, and science activities.
 - ♦ TV and video usage is not recommended and computer usage is limited to thirty minutes or less per day and all materials are non-violent and culturally sensitive.
 - ♦ Books and pictures books are accessible and at least one staff-initiated receptive language activity occurs each day.
 - ♦ Activities and materials encourage children to communicate appropriately.
 - ♦ Staff discussion of logical relationships or concepts and concepts are introduced using words and concrete experiences.
 - ♦ Staff-child interaction occurs throughout the day and children are allowed to talk for most of the day.
 - ♦ Classroom provides a print rich environment. Items are clearly labeled using correct lettering and spelling.
- j. PROVIDER ensures the following for infants:
- ♦ Fine motor activities including grasping toys, busy boxes, nested cups, empty/fill containers, and textured toys that are in good repair, complete and available for at least one hour daily.
 - ♦ Music and movement materials that are available and staff initiated to include at least one music activity daily, and movement/dance activities provided at least weekly.
 - ♦ Dramatic play materials are accessible for at least one hour per day.
 - ♦ Nature/science materials available such as living things or nature/science books.
 - ♦ TV and video usage is not recommended and computer usage is limited to twenty minutes or less per day and all materials are non-violent and culturally sensitive.
 - ♦ Books and picture books are accessible and at least one staff-initiated receptive language activity occurs each day.
 - ♦ Activities and materials encourage children to communicate appropriately.
 - ♦ Staff-child interaction occurs throughout the day and children are allowed to talk for most of the day.
 - ♦ Classroom provides a print rich environment. Items are clearly labeled using correct lettering and spelling.

5) For programs serving school age children, the PROVIDER shall meet the following standards consistent with the requirements and goals of the School Readiness program (Florida Statute 411.01 (5)(e)2):

- a. Program Structure/Activities
- ♦ PROVIDER prepares a daily schedule that is flexible, with children transitioning smoothly, from one activity to another at their own pace or as a group.
 - ♦ PROVIDER utilizes a wide variety of indoor and outdoor activities for children and youth to choose from that provide social, recreational, and educational opportunities.
 - ♦ PROVIDER provides developmentally appropriate activities.
 - ♦ PROVIDER includes a sufficient amount of materials that are accessible and in good working order for the number of children in the program.
- b. Indoor/Outdoor Environment

- ♦ PROVIDER ensures indoor and outdoor space is sufficient to meet the needs of children and youth in the program.
- ♦ PROVIDER maintains equipment and materials that allow children and youth to be independent and creative to explore their interests.

I. Professional Development:

1) Family Child Care Providers who serve children ages birth to five or older, whether licensed or registered, shall be in compliance with the educational requirements for licensed family child care homes found in Florida Statute 402.313 and Rule 65C-20, Florida Administrative Code. Professional Requirements are as follows:

- a. 30-clock-hours Family Child Care Home Training to include courses: Family Child Care Home Rules and Regulations; Health, Safety, and Nutrition; Identifying and Reporting Child Abuse and Neglect; Child Growth and Development; and Behavioral Observation and Screening.
- b. 5-clock-hours (or .5 Continuing Education Units) Early Literacy and Language Development
- c. 10-clock-hours of in-service training (annually) (within license year)
- d. First Aid and Infant & Child Cardiopulmonary Resuscitation (CPR) training
- e. Owner must be fully trained in the declared developmentally appropriate curriculum by the end of the first quarter covered by this Contract. Certification of training must be maintained on-site. (For example, a home owner using Creative Curriculum would show proof of 24 hours of training.)

2) Informal Child Care Providers who serve children ages birth to five or older, shall be in compliance with the educational requirements for licensed family child care homes found in of Florida Statute 402.313 and Rule 65C-20, Florida Administrative Code. Professional Requirements are as follows:

- a. 30-clock-hours Family Child Care Home Training to include courses: Family Child Care Home Rules and Regulations; Health, Safety, and Nutrition; Identifying and Reporting Child Abuse and Neglect; Child Growth and Development; and Behavioral Observation and Screening.
- b. 5-clock-hours (or .5 Continuing Education Units) Early Literacy and Language Development
- c. 10-clock-hours of in-service training (annually).
- d. First Aid and Infant & Child Cardiopulmonary Resuscitation (CPR) training.
- e. Owner must be fully trained in the declared developmentally appropriate curriculum by the end of the first quarter covered by this Contract. Certification of training must be maintained on-site. (For example, a home owner using Creative Curriculum would show proof of 24 hours of training.)

3) Child Care Center Providers, whether licensed, religiously exempt facilities, public or private schools, caring for children from birth to 5 years of age shall be in compliance with the following professional development requirements according to Rule 65C-20 Florida Administrative Code:

- a. Each teacher must complete the 40-hour Child Care Training
- b. Each teacher must complete 10-clock-hours of in-service training (annually) (fiscal year)
- c. Each teacher must complete the 5-clock-hour (or .5 Continuing Education Units) Early Literacy and Language Development
- d. One Florida Child Care Professional Credentialed Teacher for every 20 teachers in the program (National Early Childhood Credential; or Christian Credential Equivalency)
- e. Program Director has the Directors Credential
- f. The Center Director or Lead Teacher must be fully trained in at least one component of the declared developmentally appropriate curriculum by the end of the first quarter covered by this Contract. Certification of training must be maintained on-site. (For example, a center using Creative Curriculum would show proof of 24 hours of training in either the infant/toddlers/twos component and/or the preschool component.)
- g. Each teacher must have received one hour of training in the Center's declared developmentally appropriate curriculum within ninety days of the date of employment and proof of training must be maintained on-site.

4) School Age Child Care Center Providers, caring for children from 5 years of age and older, are strongly encouraged to be in compliance with the following professional development requirements:

- a. 40-hour Child Care Training
- b. 10-clock-hours of in-service training (annually) (fiscal)
- c. Director has the Directors Credential

J. Child Developmental Screening and Assessment:

- 1) The PROVIDER shall assist the COALITION'S staff in conducting a developmental screening for all children funded through the School Readiness program (Florida Statute 411.227 (1)(a) 2).
- 2) The PROVIDER shall complete the *Ages and Stages* developmental screening for all School Readiness children as requested by COALITION staff (F.S. 411.227(1)(a) 2).
- 3) The PROVIDER shall assist COALITION staff in conducting samplings of age-appropriate pre/post assessments of children's development (Florida Statute 411.01(5)(c) 2d).
- 4) The PROVIDER shall conduct age-appropriate pre/post assessments of each child's development using the *Creative Curriculum Developmental Continuum* as approved by the COALITION (Florida Statute 411.01(5)(c)2.c.d).

K. Family Involvement and Cultural Continuity:

- 1) The PROVIDER agrees that teachers and child care staff work closely with families in partnership to ensure high quality care and education for children.
- 2) The PROVIDER shall help parents feel supported and welcomed as observers and contributors to the program by encouraging family members to visit the program, become involved in the child's educational program, and to promote literacy in the home.
- 3) The PROVIDER shall present programs that respect the cultural heritage and beliefs of children and their families.
- 4) The PROVIDER shall utilize newsletters, notes, and bulletin boards to share program information and to communicate information about the children's well-being through parent/PROVIDER conferences.
- 5) The PROVIDER agrees to help build links to families and the community through resources, outreach, and community involvement.

L. Social and Emotional Development:

- 1) The PROVIDER has established a positive discipline policy that includes a statement rejecting corporal punishment.
- 2) The PROVIDER shall use positive techniques to guide the behavior of children and youth by setting appropriate limits and encouraging children and youth to resolve their own conflicts.
- 3) The PROVIDER shall engage with all children and youth in positive and respectful ways, through listening, acceptance, and appreciation, promoting warm and responsive staff interaction.
- 4) The PROVIDER shall encourage children and youth to take initiative, make choices, and to be responsible; Provider agrees to interact with children and youth, varying approaches to help children and youth learn to think for themselves, share problem-solving skills, make friends and use language skills through frequent conversation.
- 5) The PROVIDER has established a written policy that states the program is inclusive of children with special needs; Provider shall respond appropriately to and support the development of the individual needs of all children and youth, recognizing their special interests, feelings, abilities, and cultures.

M. Program Administration:

- 1) The PROVIDER shall maintain all records and forms, including enrollment and attendance records, and sign-in sign-out sheets for a minimum of five years from the end of the Contract period, in which the records must be kept one year on site and a minimum of four years thereafter either on site or in storage. The PROVIDER agrees that all records are maintained for audit purposes.
- 2) The PROVIDER shall maintain accurate records and to submit monthly attendance rosters promptly that are supported by monthly attendance sheets.
- 3) The PROVIDER shall use an attendance/reimbursement process that will be established in accordance with all COALITION attendance and reimbursement policies. These policies and procedures are included as *Attachment 2* and is hereby incorporated by reference and made a part of this Contract.
- 4) The PROVIDER shall ensure that there is a centralized location and an established process for parents to sign their child in and out. The PROVIDER agrees to maintain daily sign-in sign out sheets that accurately reflect the child's time of arrival with the signature of the responsible adult, and the child's time of departure with the signature of the responsible adult.
- 5) The PROVIDER shall ensure the confidentiality of the child's individual and family information by requiring all staff to complete a confidentiality agreement form. Information associated with the School Readiness Program shall only be available to the PROVIDER, the legal parent/guardian, the COALITION and/or its designee, the

Office of Early Learning, the Agency for Workforce Innovation, the Department of Children and Families, and/or other legally sanctioned entities according to Florida Statute 402.305(11).

6) The PROVIDER shall, upon completion or termination of this Contract and at the request of the COALITION, cooperate with the COALITION to facilitate the duplication and transfer of any said records or documents during the required five year retention period.

N. Nondiscrimination:

The PROVIDER warrants that it will not discriminate against a parent or child, including refusal to admit a child for enrollment, based solely on the grounds of race, color, national origin, disability, or religion (45 Code of Federal Regulations 98.46).

O. Student Eligibility, Enrollment, and Attendance:

1) Enrollment Policy: The PROVIDER agrees not to enroll any child with the expectation of receiving reimbursement without prior written authorization by a representative of the COALITION. The PROVIDER understands that if child care services are provided without proper authorization, the PROVIDER will not receive reimbursement for those services.

2) Child Eligibility Status: The PROVIDER agrees that payments will only be paid for children eligible for services. The PROVIDER understands that no payments will be made after the ending date of eligibility unless the child's continued eligibility has been established by the COALITION.

3) Attendance Records: The PROVIDER shall maintain daily sign-in sign-out sheets and submit accurate attendance reports monthly on all children who are attending the facility and the PROVIDER agrees to accurately identify absences. The PROVIDER shall submit attendance rosters in accordance with COALITION instructions and understands that the COALITION will only pay up to 3 absences per child per calendar month. The PROVIDER understands that submitting false information regarding a child's attendance will result in repayment and may result in further action by the COALITION.

4) Attendance Audits: The PROVIDER agrees to record each child's attendance daily and keep an attendance record on site at the facility. The PROVIDER understands that the COALITION may audit attendance records at any time during PROVIDER'S operational hours. Records that fail to substantiate the reimbursement claim files at the COALITION will automatically result in a disallowed subsidy payment. Disallowed payments may be deducted from any forthcoming reimbursement payment.

5) Unexcused Absences: The PROVIDER agrees to notify the COALITION by phone immediately of 10 days of absences of any School Readiness child enrolled.

6) Rilya Wilson Act: The PROVIDER agrees to follow the Rilya Wilson Act (Florida Statute 39.604) and all requirements therein. The PROVIDER will notify the Early Learning Coalition of Santa Rosa County via phone if any child under Protective Services (BG1) is absent for two consecutive days with no contact from the parent or has seven consecutive excused absences. The COALITION numbers are as follows:

850-983-5313—Milton office (main)

850-916-5424—Gulf Breeze office

P. Compensation and Funding:

1) Reimbursement Rate: The PROVIDER agrees the amount of child care reimbursement to be paid for each child is limited and may differ for individual children. The maximum actual amount of reimbursement to be paid for a specific child will be based on the provider rate schedule for each fiscal year, beginning July 1 until June 30 of the following year, as approved by the COALITION. The PROVIDER understands that a *Provider Rate Confirmation (Attachment 2)* must be completed annually as part of this Contract to be eligible to participate in the School Readiness program. Rates must exactly match the rates shown on the Florida Child Care Resource and Referral Provider Update Form as submitted annually to COALITION Resource and Referral staff. The PROVIDER understands that the *Provider Rate Confirmation* may only be changed once each fiscal year. Child care provided for less than one hour per day is not eligible for reimbursement.

2) Rate Restrictions: The PROVIDER agrees to provide the COALITION with information concerning the published child care rates charged to parents by the PROVIDER. The PROVIDER agrees not to charge either the COALITION or the parent receiving School Readiness funding a higher rate than charged to private pay parents. The PROVIDER understands they may charge the parent a differential rate if the published rate charged to private families is higher than the reimbursement rate paid by the COALITION.

- 3) Reporting Changes: The PROVIDER agrees to promptly report in writing all changes such as location or ownership etc., to the COALITION prior to the change. The PROVIDER understands that failure to give proper notification could result in a delay of reimbursement. The PROVIDER understands reimbursement is not transferable and non-assignable. The PROVIDER will notify the COALITION if the program director changes within 10 days of the change.
- 4) Holidays and Closings: The COALITION sets a Holiday Schedule annually as part of this Contract (*Attachment 2*). There are three faith-based holidays set each year that may be changed to accommodate the faith of the PROVIDER. Requests for approval of exceptions must be presented in writing to the COALITION no less than thirty days prior to the date of the existing holiday or of the date the PROVIDER wishes to change it to, whichever comes first. The PROVIDER understands that closings made without prior approval will not be reimbursed. The PROVIDER understands that parents must sign documentation stating that they are aware of the scheduled holidays each fiscal year. The PROVIDER agrees to notify the COALITION by phone immediately of any temporary or permanent closings and understands that closings except for those on approved holidays are not reimbursable days.
- 5) Fee Collection: The PROVIDER understands they are responsible for collecting and reporting any fee from the parent that is designated by the COALITION to be paid by the parent. This designated fee is automatically deducted from the monthly reimbursement payment. The PROVIDER agrees to give the parent or responsible adult a receipt, including dates of services covered, for fees as they are paid. The PROVIDER understands that if a parent does not pay his/her parent fee the PROVIDER must notify the COALITION within 30 business days. The PROVIDER has the option to request services be immediately terminated. The PROVIDER understands that before a parent can transfer to another early care and education program, the PROVIDER must sign a *Fee Release Form (Attachment 2)* and return it to the COALITION. If a parent leaves the PROVIDER'S program owing a fee, and the parent and PROVIDER mutually agree to a payment schedule, the PROVIDER will notify the COALITION in writing of the parent's compliance with this arrangement.
- 6) Attendance/Reimbursement Request Submission: The PROVIDER agrees to submit completed attendance rosters, receive new attendance rosters, and exchange other necessary paperwork with the COALITION in accordance with the COALITION'S payment schedule. (*Attachment 2*).
- 7) Reimbursement Report: The PROVIDER agrees all attendance documentation submitted for reimbursement will be accurate and supported by the parent's signature on the sign-in sign-out sheets.
- 8) Reconciling Reimbursement: The PROVIDER agrees to review the reimbursement summary provided by the COALITION staff each month with the reimbursement check. The PROVIDER agrees to report any discrepancy or underpayment within 60 days from the date the reimbursement was deposited. No adjustment will be made in favor of the PROVIDER after the 60 day period.
- 9) Suspension of Payment: The PROVIDER understands that if an action is taken against the PROVIDER'S license or accreditation, such as denial, intent to revoke, revocation, intent to suspend and/or suspension by the Department of Children and Families or the PROVIDER'S accrediting agency; or the COALITION determines the PROVIDER is out of compliance with the requirements set forth in this Contract, the COALITION will suspend School Readiness funds to the PROVIDER'S program, and/or begin corrective action procedures, even if the PROVIDER appeals the action. Upon resolution, a decision will be made by the COALITION regarding continued participation in the School Readiness program.
- 10) Reimbursement Requirements: The PROVIDER agrees to follow all payment procedures adopted by the COALITION and/or mandated by the Agency for Workforce Innovation to include Direct Deposit of reimbursement into the bank account of the PROVIDER'S choice. The PROVIDER agrees to complete a W-9 annually as part of this Contract to continue eligibility as a School Readiness provider.
- 11) Error or Overpayment: The PROVIDER agrees to return any funds received as a result of error or overpayment to the COALITION.
- 12) Ratio/Capacity/Supervisory Violations: The PROVIDER understands that the COALITION will not reimburse child care for days that the PROVIDER is out of ratio, over-capacity, and/or out of compliance with supervisory requirements. If the children are out of the provider's direct line of sight, the provider is considered out of ratio.

Q. Compliance Verification:

- 1) The PROVIDER agrees to permit staff of the COALITION or its designee, including but not limited to representatives from the Agency for Workforce Innovation, and/or the Department of Children and Families to enter the PROVIDER'S facility during hours of operation to verify the PROVIDER'S compliance with this Contract

and the requirements of the School Readiness program as identified in this Contract, and the rules and regulations set forth by the Agency for Workforce Innovation, the Department of Children and Families and the Early Learning Coalition of Santa Rosa County, and as set forth in federal and state statute. Failure to admit staff of the COALITION or its designee, including but not limited to representatives from the Agency for Workforce Innovation, and/or the Department of Children and Families will result in immediate termination of this Contract.

2) The PROVIDER agrees to allow staff of the COALITION or its designee, including but not limited to representatives from the Agency for Workforce Innovation, and/or the Department of Children and Families to inspect and copy the records maintained by the provider concerning the School Readiness program.

3) If the PROVIDER fails to comply with this Contract, the requirements of the School Readiness program, and the rules and regulations set forth by the Agency for Workforce Innovation, the Department of Children and Families and the Early Learning Coalition of Santa Rosa County, and as set forth in federal and state statute, the COALITION shall notify the PROVIDER in writing. Failure on the part of the Provider to comply (breach) as stated could result in the resolution process as outlined below. In addition, a failing score of 70 or below by the PROVIDER on the Provider Monitoring Instrument (*Attachment 1*) could result in the resolution process as outlined below:

- a. COALITION or representatives will conduct a complete review of the PROVIDER'S operation with findings presented in writing to the PROVIDER that specifically identify the requirements of the School Readiness program that are breached. The COALITION must also include a corrective action plan stating the requirements that are necessary to resolve the breach.
- b. PROVIDER will submit documentation of reconciliation of issue(s) within 14 days of date of receipt of corrective action plan or risk temporary suspension of referrals.
- c. After an additional 7 days, if the issue(s) remains unresolved, the COALITION may terminate existing placements at the facility and offer parents alternative childcare arrangements.
- d. After an additional 7 days (28 days of the original corrective action plan), if any of the original findings remain unresolved, this Contract may be terminated effective the close of business on the 28th day.
- e. If the PROVIDER has corrected all findings by the 28th day, referrals would resume and placements would be authorized.

4) When monitored, PROVIDERS who pass with a score of 95 or above on the monitoring instrument will be given a report with all findings, if any. The PROVIDER will be required to correct any findings noted and provide written documentation of corrections made to the COALITION within thirty days of the monitoring visit; however, The COALITION will only routinely monitor PROVIDERS with a score of 95 or above once per year.

5) When monitored, PROVIDERS who pass with a score of 71 to 94 on the monitoring instrument will be given a report with all findings. PROVIDERS may request assistance from Coalition Technical Assistance Staff in formulating a corrective action plan. PROVIDERS not requesting technical assistance will be required to correct any findings noted and provide written documentation of corrections made to the COALITION within two weeks of the monitoring visit. PROVIDERS who receive corrective action plan will be required to correct any findings noted and provide written documentation of corrections made to the COALITION within two weeks of receipt of the corrective action plan. The COALITION will monitor the PROVIDER again within six months of the original monitoring. PROVIDERS not responding in writing as required may face termination of this Contract.

6) The COALITION has designated serious health and safety violations as Level One Violations (*Attachment 1*). A Level One Violation may be reported to the Coalition from the Department of Children and Families, may be discovered during visits by Coalition staff or designees, or may be discovered specifically during a monitoring visit. If discovered during monitoring, the visit will result in an automatic failing score. The resolution process for any Level One Violation is as follows:

- a. Upon discovery of Level One Violation, the COALITION may immediately suspend referrals to the program and will immediately conduct a complete review of the PROVIDER'S operations with findings presented in writing to the PROVIDER that specifically identify the requirements of the School Readiness program that are breached. The COALITION must also include a corrective action plan stating the requirements that are necessary to resolve the breach.
- b. Provider will submit documentation of reconciliation of issue(s) within 7 days or the COALITION will terminate existing placements at the facility and offer parents alternative childcare arrangements.
- c. After an additional 7 days (14 days of the original findings), if any of the original Level One violations remain unresolved, this Contract may be terminated effective the close of business on the 14th day.

- d. If the PROVIDER has corrected all findings by the 14th day, referrals would resume and placements would be authorized.

R. Termination & Modification:

- 1) Termination at Will: The PROVIDER and COALITION agree that this Contract may be terminated by either party without cause upon no less than thirty calendar days notice in writing to the other party, unless a lesser time is mutually agreed upon in writing by both parties.
- 2) Termination or Modification Due to Lack of Funds/Policy Revision: The PROVIDER and COALITION agree that there may be a need to terminate the Contract or to modify the terms of this Contract in the event of state, federal or COALITION policy, procedure or funding change. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The COALITION shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Contract, the PROVIDER will be compensated for any work satisfactorily completed prior to notification of termination. Modifications to this Contract must be made in writing and signed by both parties.
- 3) Termination for Breach: The PROVIDER and COALITION agree that this Contract may be terminated immediately for breach of any section of this Contract on the part of the PROVIDER.
- 4) Termination for Fraud: The PROVIDER and COALITION agree that in the event the PROVIDER is involved in any fraudulent activity regarding this Contract and knowingly furnishes any statement or documentation, which representation is materially false, deceptive, incorrect, or incomplete, the Contract will be terminated immediately and the PROVIDER will be reported to the Florida Department of Law Enforcement.
- 5) Suspension of License or Registration: The PROVIDER and COALITION agree that this Contract may be terminated immediately if an action is taken against the PROVIDER'S license, registration or accreditation, such as denial, intent to revoke, revocation, intent to suspend and/or suspension by the Department of Children and Families or the PROVIDER'S accrediting agency.
- 6) Obligation for Payment upon Termination: The PROVIDER and COALITION agree that if this Contract is terminated for any reason, the obligation of the COALITION shall be limited to payment for services provided in accordance with the Contract prior to the date of termination. The PROVIDER is required to submit all attendance documentation for reimbursement within five working days of the Contract termination or by the first working day of the month following the Contract termination, whichever occurs first.
- 7) Return of Equipment: The PROVIDER and COALITION agree that any equipment with a value of \$1000 or more placed in the child care facility by the COALITION during the term of this Contract shall be returned to the COALITION within thirty days of the date of termination for distribution to other contracted PROVIDERS.
- 8) Reinstatement of Contract Following Termination: The PROVIDER understands that a procedure is in place for PROVIDERS who wish to reapply to provide School Readiness services following termination of this Contract. *(Attachment 1)*

S. Dispute Resolution:

- 1) Any grievance made to the COALITION by a PROVIDER must be made in accordance with the COALITION'S approved Grievance Policy and Procedures as outlined below:
 - a. The PROVIDER must set forth the grievance clearly and comprehensively in writing and it must be delivered to the main office of the COALITION. If there is a legal basis of any kind to the grievance it must be referenced in the written document with as much specificity as reasonably possible, including, by example, but not limitation, reference to policy, procedure, statute, regulation, case law or executive order. If there are parties who are pertinent to the grievance, contact information for the third party and any known representative, including but not limited to legal counsel, acting on their behalf must be provided.
 - b. The written grievance documentation will be presented to the COALITION Board for review at the next meeting provided the documentation was received at least 10 working days prior to said meeting.
 - c. The COALITION Board will respond in writing to the PROVIDER regarding the complaint or grievance within 10 working days of the meeting of the COALITION Board.
 - d. The decision of the COALITION Board is final unless, in the complete discretion of the Board, it is determined that good cause exists for reconsideration. If the PROVIDER believes good cause may exist for reconsideration of a decision by the COALITION Board, the PROVIDER should set forth the basis for reconsideration in writing and deliver the documentation to the main office of the COALITION. The

COALITION will respond to any request for reconsideration in the same manner as with any grievance made originally as set forth in paragraphs (a) and (b) above.

- e. Prior to instituting any litigation with the COALITION, the PROVIDER must first receive a final decision on the grievance, in the same manner as set forth in paragraphs (a) through (c) above. In addition, after receiving the final decision, the PROVIDER must request that the COALITION participate in a mediation conference with the PROVIDER. The request must be in writing and delivered to the office of the COALITION. It is within the complete discretion of the COALITION to accept or deny the request. Acceptance may be conditioned upon participation in the mediation conference by third parties who are pertinent to the grievance. Within 10 days of receipt of the request, the COALITION will inform the provider in writing whether the request is accepted or denied. If the request is accepted, the COALITION and PROVIDER will mutually select a mediator and the entire cost of mediation will be borne by the PROVIDER unless otherwise mutually agreed. If the request is denied, the decision of the COALITION is final. Mediation must be held within 60 days of the date of written acceptance by the COALITION unless otherwise mutually agreed. Mediation is to be held in the county of the business address of the COALITION.

2) Grievances from parents or the community at large regarding the PROVIDER are to be dealt with by the PROVIDER and will not be considered by the COALITION, unless the grievance is specifically related to this Contract. It is recommended that the PROVIDER have a grievance procedure in place which is likely to result in resolution of any grievance that may or may not include mediation.

T) COALITION Responsibilities:

- 1) In any case where there is sufficient reason to believe that this or any other information submitted is with the intent to be fraudulent, the matter will be referred to the Florida Department of Law Enforcement or some other law enforcement agency for further investigation.
- 2) The COALITION expects the PROVIDER to participate in making these standards part of the daily program. The COALITION supports all licensed and license-exempt, public and private centers, family child care homes and informal childcare providers in the provision of quality School Readiness services. The COALITION will provide assistance to any PROVIDER who would like more information to help in meeting these standards. Monitoring staff will look to ensure that PROVIDER'S program incorporates all of these very important elements, and will offer technical assistance as requested.
- 3) The COALITION and/or its designee will monitor each School Readiness provider at least annually, more if necessary, during the fiscal year. These monitorings may include, but are not limited to, Fiscal & File Audits, Licensing & Registration Reviews, and Health and Safety Monitoring and Programmatic Monitoring.

U) Contract Term:

The programmatic year/fiscal year for this Contract is July 1, 2009 through June 30, 2010. This Contract shall begin on July 1, 2009, or the date that it is signed by both parties, whichever occurs later.

For the PROVIDER:

Name of Facility: _____

The PROVIDER attests that information provided in this document is true to the best of his/her knowledge and that this Contract is subject to verification by the COALITION. The PROVIDER hereby signs this Contract as the representative legally authorized to obligate the business to the terms and conditions of this Contract, understanding that failure to abide by the terms and conditions of this Contract will result in termination thereof:

Signature of Provider's Authorized Representative Date

Print Name Title

For the COALITION:

Signature of Coalition's Authorized Representative

Date

Melissa Bracken

Executive Director

Print Name

Title