



EARLY LEARNING COALITION 2006-07

PROVIDER AGREEMENT FOR SCHOOL READINESS SERVICES

I. Parties

1.) This agreement is made and entered into this _____ day of _____, 2006 by and between the Early Learning Coalition of Southwest Florida Inc. with it's principal office located at 12651 McGregor Blvd., Suite 4-402, Fort Myers, Florida (hereinafter referred to as the "Coalition") and _____, (child care provider) with principal offices located at _____. (hereinafter known as "Provider").

II. General:

2.) The Florida Legislature designated the Agency for Workforce Innovation (AWI) as the Lead Agency for Child Care Development Funds provided through 45 CFR98 which includes funds for School Readiness and Resource and Referral Programs. The legislature also created the formation of Early Learning Coalitions to administer the School Readiness funds to serve their local communities. The COALITION is the authorized entity for the administration of School Readiness services in Collier, Glades, Hendry and Lee Counties.

3.) The COALITION has prescribed the use of this agreement for approving providers for the provision of school readiness services in Collier, Hendry, Glades and Lee counties. The COALITION has designated Child Care of Southwest Florida Inc. (CCSWFL) as the agency to implement the program requirements.

4.) The COALITION and the PROVIDER understand that there may be a need to revise the terms and conditions of this agreement in the event of any legislative or funding changes.

5.) The PROVIDER must complete and sign a new agreement each year to remain eligible to deliver the school readiness program.

6.) The PROVIDER agrees to tell the truth on all information. PROVIDER acknowledges that providing information in order to obtain benefits, payments or reimbursement to which they are not entitled, or to increase the benefits, payments or reimbursements, is guilty of unlawful behavior. If you knowingly provide false information, omit requested information, sign inaccurate attendance documents or fail to promptly report changes which would directly affect your eligibility as a school readiness provider, then you 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.

III. Provider Eligibility:

7.) The PROVIDER certifies that they are either a licensed or registered child care provider pursuant to Chapter 402.301-319 Florida Statutes; religious exempt faith based provider pursuant to ss 402.316 F.S.; or public or private school provider pursuant to ss 402.305, Florida Statutes.

8.) The PROVIDER agrees that all child care personnel and teachers are of good moral character and in compliance with Level 2 background screening requirements pursuant to Chapter 435.04 F.S.. At a minimum, each child care personnel file must contain the following:

- Affidavit of Good Moral Character (required annually)
- Proof of FDLE clearance (every 5 years)
- Proof of FBI clearance
- Proof of Local Law Check Clearance

9.) The COALITION has reviewed the provider's information and determined that the provider is eligible to deliver the School Readiness Program.

IV. Provider Responsibility to Parents:

10.) Parental Access/Working Telephone: – The PROVIDER agrees that federal and state laws 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. PROVIDER agrees to have a working telephone available to make or receive telephone calls when children are in care.

11.) Parent's Right to get a copy of records: The PROVIDER agrees that parents have the right to see their child's records and, upon request, will be given copies of their child's records.

12.) Parental Notification: The PROVIDER understands that CCSWFL or ELC-SWF may exercise its right to notify families if PROVIDER has not maintained the standards set forth by the Early Learning Coalition of Southwest Florida, or been the subject of administrative sanctions by the Department of Children and Families or the accrediting agency responsible for my accreditation standing.

13.) Parental Choice: The PROVIDER understands and agrees that the parent has a choice of child care providers. In the event the parent chooses to move to a different child care provider, it is within their prerogative to do so. If the client has failed to make the required parent co-payments to the PROVIDER, then the PROVIDER is obligated to report this promptly to the eligibility office.

14.) Service Need: The PROVIDER has a responsibility to observe the child and family daily to determine if services may be needed. The PROVIDER is required under Chapter 39, FS to report any concerns of possible abuse or neglect of children. In addition, the PROVIDER must use the daily opportunity to assess if the family is in need of economic, medical, financial, social, psychological, developmental, vocational, therapeutic, health, transportation or other related services. PROVIDERS agree to assist families in locating services which may help them or their children.

V. Student Eligibility, Enrollment and Attendance

15.) Enrollment Policy: PROVIDER agrees not to enroll any child with the expectation of receiving reimbursement without prior written authorization by a representative of Child Care of Southwest Florida, the agency authorized by the COALITION to administer school readiness funding. PROVIDER understands that if child care services are provided without proper authorization, those services will not be eligible for reimbursement.

16.) Child Eligibility Status: PROVIDER agrees that payments will only be paid for children eligible for services. The ending date of eligibility is identified at the top right hand corner of the Child Care Certificate. PROVIDER understands that no payments will be made after that date unless the child's continued eligibility has been established by CCSWFL

17.) Attendance Records: The PROVIDER agrees to maintain daily sign in/sign out sheets and submit accurate attendance reports monthly of all children who attend my facility and accurately identify absences. PROVIDER agrees to submit reimbursement report in accordance with CCSWFL instructions and understands the CCSWFL will pay up to 3 absences per child per calendar month. PROVIDER understands that providing false information regarding a child's attendance will result in repayment requirements. Each attendance sheet must be signed, in blue or black ink, at the "authorized signature" section in the bottom right hand corner.

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

19.) Unexcused Absences: The PROVIDER agrees to promptly notify Child Care of Southwest Florida of **excessive** unexcused absences of any child school readiness child enrolled.

20.) Rilya Wilson Act -

- Each child who is subject to this law must participate in licensed early education or childcare services at least 5 days a week, unless exempted by the court. It is recommended that at-risk children referred for school readiness services are in care at least 6 hours per day.
- The Children's Network of Southwest Florida or the Department of Children and Families must notify the operator of a licensed childcare program whenever a child who is subject to this law is enrolled in the program. Children who are subject to this law cannot be withdrawn from the program without the prior written approval of the responsible agency.
- If a child who is subject to the law is absent from the program on a day when he or she is expected to be present, the person with whom the child resides must report the absence to the program by the end of the business day. If the parent or caregiver fails to report the absence in a timely manner, the absence is considered unexcused.
- The PROVIDER agrees to notify the responsible caseworker or agency identified on the childcare referral form, of the absence of any child who is under their supervision. It must be reported as an excused or unexcused absence by the close of business the day following the child's absence.

VI. Compensation and Funding:

21.) Reimbursement Rate: 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 following year, as approved by the Early Learning Coalition of Southwest Florida (ELC-SWF).

22.) Rate Restrictions: PROVIDER agrees to provide Child Care of Southwest Florida (CCSWFL) with information concerning the normal child care rates charged to parents by the provider. PROVIDER agrees not to charge either CCSWFL or the parent receiving school readiness, a higher rate than charged to other parents. PROVIDER understands they may charge the parent a differential rate if the normal rate charged private families is higher than the reimbursement rate paid by CCSWFL.

23.) Reporting Changes: PROVIDER agrees to promptly report all changes such as location or ownership, etc. to CCSWFL prior to the change. PROVIDER understands that failure to give proper notification could result in a delay of reimbursement. PROVIDER understands reimbursement is not transferable and non-assignable.

24.) Holidays and Closings: PROVIDER agrees to identify up to twelve (12) scheduled holidays in which child care will not be provided. The Coalition agrees to provide compensation on those days for qualified children.

25.) Fee Collection: PROVIDER understands they are responsible for collecting and reporting any fee from the parent that is designated by CCSWFL to be paid by the parent. This designated fee is automatically deducted from the monthly reimbursement payment. PROVIDER agrees to give the parent or responsible adult a receipt, including the dates of services covered, for fees as they are paid. PROVIDER understands that if a parent does not pay his/her parent fee, PROVIDER must notify CCSWFL within 30 days and PROVIDER has the option to request services be immediately terminated. If a parent leaves PROVIDER'S program owing a fee, and the parent and PROVIDER mutually agrees to a payment schedule, PROVIDER will apprise CCSWFL of the parent's compliance with this arrangement.

26.) Reimbursement Payments: PROVIDER agrees to submit all required attendance documents to CCSWFL no later than the third (3rd) business day of each month. A drop box and fax machine are available for this purpose as well as regular US mail. PROVIDER understands that payment for services will be received the end of each month. Any attendance sheet rosters submitted after the 3rd business day will be processed the next reimbursement month.

27.) Reimbursement Report: PROVIDER agrees all attendance documentation submitted for reimbursement will be accurate and supported by the parent's signature on the sign in sheets.

28.) Reconciling Reimbursement Payments: The PROVIDER agrees to review the reimbursement summary provided by the CCSWFL fiscal staff each month with the reimbursement check. PROVIDER agrees to report any discrepancy or

underpayment within 30 days from the date the reimbursement was deposited or mailed. Any underpayments reported after 30 days will not be honored.

29.) Access to Records: The PROVIDER agrees to keep and maintain all records and forms on site, including enrollment and attendance records for subsidy children, and reimbursement summaries and other fiscal records for a period of no less than one (1) year.

30.) Suspension of Payment: The PROVIDER understands that if an action is taken against PROVIDER'S license or accreditation, such as denial, revocation or suspension; or DCF issues a notice to cease operations; or ELC-SWF/CCWSFL determines the provider is out of compliance with the requirements set forth in this agreement, ELC-SWF or CCSWFL may suspend School Readiness Funds to PROVIDER'S program even if PROVIDER appeals the action. Upon resolution, a decision will be made by COALITION regarding continued participation in the Early Learning program.

31.) Reimbursement Requirements: The PROVIDER agrees to follow all payment procedures adopted by the COALITION and/or mandated by the Agency for Workforce Innovation. The PROVIDER agrees to return any funds received as a result of error or overpayment to the COALITION.

VII. Program Requirements

32.) The PROVIDER agrees to meet all requirements of the School Readiness program which are set forth in 45CFR98 (Code of Federal Regulations), Chapter 402.25 and Chapter 411.01 of the Florida Statutes, and Rule 60BB-4 of the Florida Administrative Code.

33.) The PROVIDER understands that they may organize their classrooms and activities as they deem appropriate.

34.) **For Programs Serving Children Birth to Five Years**, the PROVIDER agrees to meet the following standards consistent with the requirements and goals of the school readiness program.

Curriculum and Learning Environment

- PROVIDER'S program has clear, written goals for the children which are consistent with the Florida School Readiness Performance Standards for children Birth to Three and Three to Five.
- PROVIDER'S program is inclusive of children with special needs and supports the development and individual needs of all children. PROVIDER will document daily planning with written activities for each day.
- PROVIDER uses a curriculum which is research-based, developmentally appropriate, includes a character development component and reflects the Florida School Readiness Performance Standards for children Birth to Three and Three to Five.
- PROVIDER posts daily schedule for preschool children that includes, at the minimum, the following:
 - 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 and Sensory Motor (sand and water)
 - Small group, teacher-directed activity
 - Literacy activities and reading to children a total minimum of 30 minutes per day
 - Music activities each day
 - Outside activities for a minimum of 30 minutes twice a day, depending on length of day and weather permitting, as age appropriate
- PROVIDER posts daily schedule for infants, toddlers, and young two's children that includes, at the minimum, the following:
 - 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 long periods of time.
- Infants are given floor time with staff who encourage gross motor activities on 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.
- Sensory/process oriented "art" activities available for toddlers and two's.
- Children are read to individually or in very small groups, for short periods of time each day.

35.) **For Programs Serving School Age**, the PROVIDER agrees to meet the following standards consistent with the requirements and goals of the school readiness program.

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 utilizes a developmentally appropriate curriculum with activities that reflect the mission of the program.
- PROVIDER includes a sufficient amount of materials that are accessible and in good working order for the number of children in the program.

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 and to explore their interests.

VIII. Professional Development

36.) **FAMILY CHILD CARE PROVIDERS** who serve children ages birth to five years or older, whether licensed or registered, agree to be in compliance with the educational and other requirements of Section 402.313, F.S. and Rule 65C-20, F.A.C. Professional Requirements are as follows:

- 30-clock-hour Family Child Care Home training
- 5-clock-hour (or .5 Continue Education Units) Early Literacy and Language Development
- 10-clock-hours of in-service training (annually)
- First Aid and Infant & Child Cardiopulmonary Resuscitation (CPR) training

37.) **CHILD CARE CENTER PROVIDERS**, whether licensed, religiously exempt facilities, public or private schools, caring for children from birth to 5 years of age; agree to be in compliance with the following professional development requirements:

- 40-hour Child Care Training
- 10-hour in-service training (each year)
- 5-hour Literacy Training

- One CDA-Certified Teacher per 20 Children (National or Florida State CDA; or Christian Equivalency)
- Director has the Directors Credential

38.) **CHILD CARE CENTER PROVIDERS**, whether licensed, religiously exempt facilities, public or private schools, caring for school-age children from 5 years of age and older, agree to be in compliance with the following professional development requirements:

- 40-hour Child Care Training
- 10-hour in-service training (each year)
- Director has the Directors Credential

IX. Assessments and Screening of Children Birth To Five

39.) The PROVIDER agrees to utilize Ages and Stages screening tool (questionnaire), on all children ages 0 to 5, on a scheduled basis. Training and information on the use of the tool is provided by Child Care of Southwest Florida, Inc.

40.) The PROVIDER agrees to utilize the Coalition-approved Creative Curriculum.Net assessment tool for 4 and 5 year olds, which is aligned with the Florida School Readiness Performance Standards 3-5. Training and information on the use of the tool is provided by Child Care of Southwest Florida, Inc.

41.) The PROVIDER agrees to utilize the Coalition-approved Creative Curriculum.Net assessment tool for children 0-3 years of age, when they become available through the COALITION. (TBA)

42.) The PROVIDER agrees to submit screening and assessment results in a timely fashion and provider will retain copies.

X. Family Involvement and Cultural Continuity

43.) The PROVIDER agrees that teachers and child care staff will work closely with families in partnership to ensure high quality care and education for children.

44.) The PROVIDER agrees to help parents feel supported and welcomed as observers and contributors to the program by encouraging family members to visit the program and become involved through volunteering.

45.) The PROVIDER agrees to provide programs that respect the cultural heritage and beliefs of children and their families.

46.) The PROVIDER agrees to provide new and prospective families with a parent handbook or informational materials that include, at a minimum, an attendance policy and a discipline policy. The PROVIDER agrees to have an "open door" policy for families

47.) The PROVIDER will utilize newsletters, notes, or bulletin boards to share program information and to communicate information about the children's well-being.

48.) The PROVIDER agrees to help build links to families and the community through resources, outreach, and community involvement.

XI. Healthful and Safe Environment

49.) The PROVIDER agrees to serve meals and/or snacks which are nutritious, including infant formula if applicable; and parents are given nutrition information for preparing meals, snacks, and infant formula.

50.) The PROVIDER agrees to participate in the provision of vision and hearing screening for children ages 2-5 years of age, which is offered through the Early Learning Coalition of Southwest Florida. Vision and hearing screenings will be offered to children ages 0-2 years as requested by the provider or the parent.

- 51.) The PROVIDER agrees to ensure that immunizations and physicals are current and up to date for all children in their care. The PROVIDER agrees to protect and enhance the health of all children and youth.
- 52.) The PROVIDER agrees to have and follow a written medication policy.
- 53.) The PROVIDER agrees to utilize the Health Services offered by the COALITION for staff/parent training for special medical needs.
- 54.) The PROVIDER agrees to have at least one staff member certified in CPR and First Aid on site at all times.
- 55.) The PROVIDER agrees to develop and implement on a daily basis a Safety Checklist to protect children from potential indoor and outdoor hazards.
- 56.) The PROVIDER will provide healthy foods and ensure drinking water is readily available at all times.
- 57.) The PROVIDER requires frequent hand washing of staff and children, especially after using the toilet and immediately prior to meals and snacks.
- 58.) IF the PROVIDER is:
- A state licensed child care center, the PROVIDER agrees to comply with all requirements of 65C-22, F.A.C. and Chapter 402.302-319 Florida Statutes.
 - Religiously exempt from licensure under ss. 402.316, F.S., or is a public or non-public school under ss. 402.3025, F.S., the PROVIDER agrees to comply with the health and safety standards set forth in ss. 402.302-319 F.S. and 65C-22, F.A.C, with the exception of 65C-22.001 (1) and (2) (a), FAC which require licensure.
 - A large, licensed, or registered family child care home or informal provider, the PROVIDER agrees to comply with the health and safety standards of Chapter 402.302-319 Florida Statutes and Rule 65C-20, FAC. Registered Family Child Care homes unable to meet licensure due to the fence requirement, will be assessed for safety and provided technical assistance through the Coalition.

(Copies of these requirements may be found on the following website: Myflorida.com/childcare. In addition, School Readiness providers will be provided copies upon request.)

XII. Social and Emotional Development

- 59.) The PROVIDER agrees to provide a positive discipline policy that promotes responsibility and self control of children. The PROVIDER agrees to ensure staff utilizes positive discipline methods that promote responsibility and self-control of children and do not hurt, humiliate or frighten children.
- 60.) The PROVIDER agrees to strive to provide low teacher-to-child ratios to meet the individual needs of all children.
- 61.) The PROVIDER agrees to engage with all children and youth in positive and respectful ways, through listening, acceptance, and appreciation.
- 62.) The PROVIDER agrees to respond appropriately to the individual needs of children and youth, recognizing their special interests, feelings, abilities, and cultures. The PROVIDER agrees to encourage children and youth to take initiative, make choices, and be responsible.
- 63.) The PROVIDER agrees to interact with children and youth, varying approaches to help children and youth learn to think for themselves, share problem-solving skills, and use language skills through frequent conversation.
- 64.) PROVIDER agrees to 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. The PROVIDER agrees to promote warm and responsive staff interaction.

65.) PROVIDER agrees to provide opportunities for children and youth, staff, and families to interact with each other in positive ways. PROVIDER agrees to work well with children and youth, and family through cooperative, respectful, and positive relationships.

XIII. Community Partnerships

66.) The PROVIDER agrees to utilize and link with public and private partners in early care and education resources in the community to enhance quality.

67.) The PROVIDER agrees to participate in the provision of vision, hearing, social and emotional development, and health issues through linkages with community partner agencies.

XIV. Administration

68.) The PROVIDER agrees to maintain accurate attendance records and sign in sheets for a minimum of one year. The PROVIDER agrees to submit reimbursement requests promptly that are supported by monthly attendance sheets.

69.) The PROVIDER agrees to maintain daily sign-in and sign-out sheets which reflect the child's time of arrival and departure and a responsible individual's signature for each child in a family.

70.) The PROVIDER agrees that records are maintained for audit purposes.

71.) The PROVIDER agrees to complete and submit an annual ELC-SWF/CCSWFL program self-assessment.

XV. Compliance Verification

72.) The PROVIDER agrees to permit the COALITION or its designee, Child Care of Southwest Florida, or the Agency for Workforce Innovation to enter the PROVIDER'S facility during hours of operation to verify the PROVIDER'S compliance with this agreement and school readiness program set forth in federal and state laws identified in this document, as well as the rules and regulations set forth by the Agency for Workforce Innovation, the Early Learning Coalition of Southwest Florida and this agreement. This paragraph does not authorize the Coalition to enforce licensing requirements under section 402.302 – 402.319 FS or impose any requirements beyond this Agreement.

73.) The PROVIDER agrees to allow the COALITION or its designee, Child Care of Southwest Florida, or the Agency for Workforce Innovation, to inspect and copy the records maintained by the provider concerning the school readiness program.

74.) If the PROVIDER fails to comply with all terms or conditions of this Agreement or with all the requirements of the School Readiness legislation as set forth in Federal Code, Florida Statutes, state rules and procedures of the COALITION and the Agency of Workforce Innovation, the COALITION shall notify the PROVIDER in writing and give the PROVIDER a period of at least 10 business days to comply. If the PROVIDER does not comply within the period given, the COALITION may terminate this Agreement.

XVI. Nondiscrimination

75.) The provider understands that they may not discriminate against a parent or child, including the refusal to admit a child for enrollment, on the grounds of race, color or national origin.

XVIII. Termination:

76.) The PROVIDER and the COALITION may agree to terminate this agreement by mutual consent. Notice of termination must be given, and alternative arrangements for uninterrupted services shall be made for School Readiness Children, at least 30 calendar days before the termination date.

XVIV. Dispute Resolution

77.) The PROVIDER understands they have the right to appeal any issues of dispute. They must first attempt resolution with CCSWFL management staff. If the outcome is not in favor of the complainant, then the issue may be raised to the Early Learning Coalition of Southwest Florida's Executive Director for review. In the event, the PROVIDER is still dissatisfied; a written request for hearing must be made to the Early Learning Coalition of Southwest Florida. The procedures outlined in policies # ELCSWF-EL0013-06 "Complaint and Dispute Resolution" and ELCSWF-EL0015 "Appeals and Hearings" will be followed.

XX. COALITION Responsibilities

78.) 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 for further investigation.

79.) The Coalition expects the PROVIDER to participate in making these standards a part of the daily program. The COALITION will provide assistance to any provider who would like more information or help in meeting these standards. Monitoring staff will look to ensure that your program incorporates all of these very important elements, and will offer technical assistance as needed or requested.

80.) The Early Learning Coalition of Southwest Florida supports all licensed and license-exempt, public and private centers; and family child care homes in the provision of quality school readiness services. To that end, the Early Learning Coalition of Southwest Florida will provide, as funding is available, training, technical assistance, scholarships, mini-grants, and program resources such as books, toys, materials, curriculum, management resources etc., to support quality efforts for all School Readiness providers.

81.) Persons authorized by the Coalition will be able to visit the program to ensure standards are met. If any provider is unable to meet and/or maintain these standards, technical assistance will be provided. If after technical assistance efforts have been made, the Coalition will provide a corrective action plan to identify the areas of non-compliance as well as the measures for corrective action. Depending on the degree of non-compliance, the timeline for corrective action may extend to 60 days.

The **PROVIDER** hereby signs this Agreement to be executed as of the date set forth in Paragraph 1

Signature of Director/Operator/Principal or Authorized Representative

Date

Print Name

Title

The **COALITION** hereby signs this Agreement to be executed as of the date set forth in Paragraph 1

Signature of Coalition Executive Director or Authorized Representative

Date

Print Name

Title