

School Readiness Provider Contract FY 2011-2012

Marlyn Seda, Contract Manager

THE SCHOOL READINESS (SR) PROGRAM HAS MANDATED REGULATIONS, BUT SOME MAY NOT APPLY TO ALL PROVIDERS. PLEASE TAKE THE TIME TO READ THE ENTIRE CONTRACT, INCLUDING ATTACHMENTS AND EXHIBITS, AND COALITION POLICIES AND PROCEDURES CAREFULLY.

CONSULT AN ATTORNEY IF NEEDED.

THIS CONTRACT IS UNIQUE AND SEPARATE FROM ANY OTHER CONTRACTS SIGNED FOR VOLUNTARY PRE-KINDERGARTEN OR OTHER PROGRAMS IN WHICH THE PROVIDER MAY PARTICIPATE.

THIS BINDING CONTRACT IS BETWEEN SCHOOL READINESS PROVIDERS, AS A CHILD CARE PROVIDER, AND THE EARLY LEARNING COALITION OF SEMINOLE. THIS CONTRACT HOLDS THE PROVIDER RESPONSIBLE FOR ADHERING TO THE STANDARDS WITHIN THEIR PROGRAM, WHICH BENEFITS ALL CHILDREN AND FAMILIES.

BY SIGNING THE SR CONTRACT THE PROVIDER IS AGREEING TO ACCEPT SCHOOL READINESS FUNDS, ACKNOWLEDGES THAT THEY UNDERSTAND ALL THE TERMS AND CONDITIONS OF THE CONTRACT, AND AGREES TO ABIDE BY ALL TERMS AND CONDITIONS AS STATED.

Provider Initial _____

Association of Early Learning Coalitions
STATEWIDE SCHOOL READINESS
PROVIDER CONTRACT
2011 - 2012

I. PARTIES AND TERMS OF CONTRACT

1. This SR Provider Contract is entered into between the **Early Learning Coalition of Seminole** or its designee, (hereinafter referred to as the "Coalition") and the Provider of School Readiness (SR) Program services, _____, (hereinafter referred to as the "Provider") with its principal offices located at _____ to provide school readiness services for the period of _____, 201__ to _____, 201__.

("Designee" refers to the agency the Coalition may contract with to provide specific school readiness services. If there is no designated contracted agency this field will read N/A.)

This is a binding SR Provider Contract between the Provider, as a School Readiness Program vendor, and the Coalition. This SR Provider Contract holds the Provider responsible for adhering to the standards outlined in this SR Provider Contract, including the Coalition Standard Operating Policies & Procedures for SR, and the Coalition Plan, which are hereby incorporated by reference into this SR Provider Contract.

2. The Provider certifies that each location at which the Provider offers the SR program meets all of the qualifications and requirements for offering the SR program established by statute, rule, local Coalition Policy and the terms of this SR Provider Contract at all times the Provider offers the SR program.
3. In the event the Provider has executed this SR Provider Contract on behalf of multiple SR sites, and fails to ensure compliance with all qualifications and requirements for offering the SR program at one or more locations listed in **Attachment III**, the Coalition may demonstrate termination of this SR Provider Contract with respect to that location by striking through the location after following the termination processes outlined in this SR Provider Contract. This SR Provider Contract will remain in force and effect as to all locations in **Attachment III**, which are not stricken.
4. This SR Provider Contract binds the successors, assignees, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the Coalition.
5. The SR Provider Contract is not transferable or assignable to another entity, corporation, owner without the written approval of the Coalition, which approval is within the sole discretion of the Coalition. A change in corporate ownership shall be deemed a transfer. ***This SR Provider Contract shall be terminated within twenty (24) hours of the Coalition disapproval of a transfer or assignment.***
6. This SR Provider Contract is only valid to provide services at the location(s) listed. ***This SR Provider Contract is terminated within twenty (24) hours of the Coalition receiving knowledge if the service location changes.***

II. PROGRAM REQUIREMENTS

The Provider agrees to meet the following minimum standards consistent with the requirements and goals of the SR Program outlined in this SR Provider Contract, including

the Coalition Standard for Operating Policies & Procedures for SR, and the Coalition Plan, which are hereby incorporated by reference into this SR Provider Contract.

7. **Utilize an Approved Curriculum that supports the implementation of the Florida Performance Standards (Section 411.01 (5)(c)2.a, Florida Statutes).** (This does not apply to school-age only programs, caring for children who have attained the age for school entry). The Provider must identify, report, and implement an approved curriculum. The Provider must utilize a curriculum approved by the Coalition or complete a curriculum approval application and submit the curriculum to the Coalition for review. Approval of the curriculum is at the discretion of the Coalition.
8. **Utilize a Character Development Program that supports the implementation of the Florida Performance Standards (Section 411.01 (5)(c)2.b, Florida Statutes).** The Provider must identify, report, and implement an approved character development program. A Provider may complete a curriculum approval application and submit another Character Development Program to the Coalition for consideration for review. Approval of the Character Development Program is at the discretion of the Coalition.
9. **Complete the Program Assessment Process that supports the implementation of SR requirements in 411.01(4)(d)8., Florida Statutes.** The Provider is required to participate and cooperate in the Program Assessment Process and to correct all identified deficiencies in order to remain in compliance with this SR Provider Contract.
10. **Participate in the SR Child Screening Process designed to identify children in need of further evaluation for special needs (Section 411.01(5)(c)2. c, Florida Statutes).** The Provider is responsible for ensuring that all children whose care is funded by SR and who have parental consent receive a developmental screening as required by the Coalition.
11. **Participate in the pre/post SR Child Assessment Process (Section 411.01(5)(c)2.d, Florida Statutes).** The Provider is required to participate in child assessments process as identified by the Coalition.
12. **Ensure Special Needs children are provided or referred.** Provider agrees to coordinate with the Coalition to ensure that children who have family consent and are identified with special needs are provided or referred to the needed therapeutic services in the children's natural environments.
13. **Provide parental access and support family involvement (45 CFR 98.31; Section 411.01(2)(a), Florida Statutes).** Parents or guardians must be afforded unlimited access to their children in SR Programs and provided with information and activities that involve them in decisions about their child's growth and development, recognizing them as a child's first teacher.
14. **Ensure SR Staff meets all professional development requirements (Sections 402.302 and 402.305, Florida Statutes).** Directors and staff must meet all training and education requirements and participate in the professional development registry, if applicable..

III. PROGRAM ELIGIBILITY AND ADMINISTRATION

15. **Meet and maintain state and local (if applicable) health and safety requirements in accordance with federal, state, and local requirements, statutes, and rules (Section 411.01(5)(c)2.f., Florida Statutes).** The Provider must comply with all pertinent state and local health and safety requirements, including background screening, prevention and control of infectious diseases, childhood immunizations, building and physical premises safety, and minimum health and safety training. These requirements for a "healthy and safe

environment” are applicable to all SR Providers, including unlicensed or license-exempt Providers.

- 16. Provide business information and updates of any changes in a timely manner.** The Provider must provide program and business information for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that the Coalition has up-to-date business and contact (including emergency contact) information. The Provider is required to report any changes in contact or program information within two (2) business days. Permanent business closings must be reported at least thirty (30) days prior to changes. Temporary emergency closings must be reported immediately.
- 17. Maintain a working landline or corded telephone.** The Provider is required to have a working landline or corded telephone available to make and/or receive phone calls at all times children are in care.
- 18. Maintain access to a working email address.** The Provider is required to provide and monitor on a weekly basis a working email address for sending and receiving communications from the Coalition.
- 19. Maintain records (411.011, Florida Statutes).** The Provider is required to maintain records for audit purposes for five (5) years and allow Coalition staff and/or representatives access to SR records upon request. In the event that the Provider closes its business, SR records must be maintained for five (5) years for future audit purposes. Parents must be given access to their children’s records upon request.
- 20. Allow access to the SR Program and provide records as requested.** The Coalition is responsible for monitoring SR Programs compliance with the requirements of this SR Provider Contract and must be afforded full access to all areas of the Provider’s site. SR records may be audited at any time during regular business hours, and the Provider is responsible for notifying the Coalition if records are maintained at a site other than where the SR Program is provided.
- 21. Comply with state child abuse and neglect reporting requirements.** The Provider is responsible for ensuring staff are knowledgeable and follow guidelines relative to child abuse and neglect reporting. If at any time an employee of the Provider is aware of or suspects that child abuse, neglect, or any other event reportable under Section 39.201, Florida Statutes, (incorporated by reference) has occurred, the employee is required to immediately report the known or suspected abuse or neglect to the Abuse Hotline at (800) 962-2873 via the Child Abuse Registry. The Coalition is also to be informed of the matter within one (1) hour of reporting to the Child Abuse Registry.
- 22. Report unusual incidents to the Coalition.** The Provider is required to report unusual incidents to the Coalition within one (1) hour of learning of the incident and to submit a written report to the Coalition within three (3) business days. An unusual incident is any event involving the health and safety of children under the Provider’s care event that may place the Provider or the Coalition at risk of adverse media attention. Examples of unusual incidents include, but are not limited to: accusations of abuse or neglect against the Provider or the Provider’s staff; criminal activity on the part of the Provider or the Provider’s staff and serious accidents involving children or staff at the Provider’s site or on field trips.
- 23. Abide by provisions of the “Rilya Wilson Act” (Section 39.604, Florida Statutes).** A Rilya Wilson child is defined as any child receiving school readiness services as a result of an open abuse and neglect case and the child is three (3) years of age to kindergarten entry. The Provider caring for a child in the Protective Supervision Program must immediately (within twenty (24) hours) notify the local designated staff of the Department of Children and

Families (DCF) or community-based care agency of any unexcused absence or seven (7) consecutive days of excused absences, DCF ABUSE HOTLINE 1-800-962-2873, DCF Local 407-317-7820.

IV. CHILD ELIGIBILITY AND ENROLLMENT

- 24. Enroll children for the SR Program only with written authorization from the Coalition.** The Provider must have enrollment authorization, as outlined in the Coalition Policies, prior to being eligible for reimbursement.
- 25. Monitor eligibility status.** The Provider is only paid for children eligible and approved for services and is responsible for monitoring the ending date of eligibility identified by the Coalition.
- 26. Maintain daily sign-in and sign-out sheets and submit accurate monthly attendance documentation.** The Provider is required to document attendance on a daily basis, accurately document absences, and review and submit monthly attendance to the Coalition.
- 27. Notify the Coalition of child absences (F.A.C. 60BB, 4.500 (2) (c)).** The Provider is required to notify the Coalition of any child with five (5) consecutive days of absence with no contact by the parent. The Provider is also required to notify the Coalition of the tenth (10th) unexcused absence within a month for any SR child.
- 28. Protect the confidentiality of child and family information (Section 411.011 (1), Florida Statutes).** The Provider must have all staff complete confidentiality SR Provider Contracts and have processes in place to protect the privacy of child and family information. Confidential information associated with the SR Program should only be available to the Provider, the parent/guardian, the Coalition or its representative, the Agency for Workforce Innovation or its designee, and federal agencies as required for audit and research information.
- 29. Comply with nondiscrimination policies (45 Code of Federal Regulations 98.46).** The Provider may not refuse to admit a child for enrollment or discriminate against a parent or child based solely on the grounds of race, color, national origin, disability, or religion.

V. COMPENSATION AND FUNDING

- 30. Accept the reimbursement rate established and approved by the Coalition.** The Provider is paid based on budget availability, the Provider's current rates, family eligibility, and the reimbursement rate established and approved by the Coalition. Rates may differ for individual children. The Provider is required to provide information concerning its published private child care rates and report any changes in their Gold Seal status. The total payment received by the Provider for a child whose care is funded by SR, including any Gold Seal differential, Coalition-approved parent fees, and subsidy shall not exceed the private rate charged by the Provider for a private pay child.
- 31. Review the Monthly Reimbursement Statement.** Provider agrees to review the reimbursement summary provided with the monthly reimbursement statement. Provider agrees to immediately report any discrepancy, overpayment, or underpayment.
- 32. Collect parent fees.** The Provider is responsible for collecting any fee from the parent/guardian that is designated by the Coalition to be paid by the parent/guardian. Designated fees are automatically deducted from the Provider's monthly reimbursement payment.
- 33. Complete direct deposit paperwork.** The Provider is required to establish a method of direct deposit in order to receive payments from the Coalition and **follow payment procedures.**

The Provider is required to submit all required attendance records to the Coalition by the third (3rd) day of the month.

- 34. Return of funds.** The Provider must follow payment procedures adopted by the Coalition and must agree to return to the Coalition any funds received as a result of error and/or overpayment within the required timelines.
- 35. Follow holiday and closing policies.** The Provider is required to follow the Coalition-approved holidays and closings annually, and understands that reimbursement for these closing dates will only be received for qualified children.
- 36. Maintain a Continuity of Operations Plan.** The Provider is required to maintain a plan that identifies the steps to be taken in the event of an emergency or natural disaster that may affect the safety of children and staff. The Coalition will provide compensation for closures due to natural declared disasters as recognized by the Agency for Workforce Innovation or its designee.

VI. NON-COMPLIANCE AND TERMINATION

- 37. Allow inspections for compliance.** The Provider is required to allow access and cooperate with the Coalition or its representatives and the Agency for Workforce Innovation or its designee to inspect and monitor the SR Program in accordance with the Coalition Plan and copy records pertaining to the SR Program during all business hours.
- 38. Comply with terms of this SR Provider Contract.** Provider agrees the Coalition may require corrective action, withhold funds, or terminate this SR Provider Contract if the Provider fails to comply with the requirements of federal, state, and local laws, federal regulations, Agency rules, regulations and policies, or this SR Provider Contract. If Provider refuses delivery of the notification (by any method), the Coalition shall document it and may terminate this SR Provider Contract. Actions taken under this paragraph are subject to dispute resolution as described in this SR Provider Contract. See Section VII.
- 39. Agree to termination due to lack of funding.** The Provider and the Coalition recognize that federal and state funding is the primary source of support for the SR Program and that this SR Provider Contract may be terminated due to lack of funding with twenty-four (24)-hour notice.
- 40. Agree to termination upon mutual consent.** The Provider and the Coalition may agree to terminate this SR Provider Contract by mutual consent. Written notice of termination must be given and alternative arrangements for uninterrupted services for children served under this SR Provider Contract shall be made at least thirty (30) calendar days before the termination date.
- 41. Comply with Coalition decisions to terminate.** The Provider understands that the Coalition has the right to terminate the SR Provider Contract at any time for Cause. "Cause" is defined as: (a) Action, or lack of action, which threatens or potentially threatens the health, safety or welfare of children; (b) The failure to comply with the terms of the SR Provider Contract or policies, laws, rules, or regulations referenced therein, or the violation of any laws, rules, or regulations regarding SR promulgated by the State of Florida; (c) Acts of fraud or other forms of misconduct that threaten the integrity of the SR Program or Coalition; and/or (d) any other issue that the Coalition deems inconsistent with Coalition policies. Termination for cause as identified as (a) (Action, or lack of action, which threatens or potentially threatens the health, safety or welfare of children) may be made with twenty-four (24) hour notice. Termination for other cause (b-d) may be made with thirty (30) days notice.

- 42. *Maintain a child care license.*** The Coalition may immediately terminate this SR Provider Contract upon revocation/suspension/termination of Provider's licensure or accreditation or under Provider's ability to legally operate, as applicable.
- 43. *Failure to comply with the terms of the SR Provider Contract.*** If a Coalition terminates the SR Provider's Contract for any reason other than intentional misrepresentation (see #44), the Provider is disqualified from receiving SR funding for a minimum period of twelve (12) months unless otherwise noted by the Coalition in writing.
- 44. *Engaging in misrepresentation.*** Provider agrees that they shall not use their position as a SR Provider to engage in any activity, or be a party to, any form of deception, misrepresentation, falsification, fraudulent or unlawful behavior in order to affect a personal gain, or the personal gain of any relative, friend or business associate.

If after investigation the Provider has intentionally misrepresented enrollment or attendance for funds related to the SR programs, the Coalition shall permanently disengage services of that Provider.

VII. DISPUTE RESOLUTION

- 45. *Follow procedures regarding the right to appeal.*** The Provider has the right to appeal after exhausting all possible SR Provider Contract remedies according to the dispute resolution policies of the Coalition. Rights to appeal and the dispute resolution policies and procedure as incorporated by reference and may be accessed at the Coalition website.
- 46. *Agree to litigation venue.*** The parties acknowledge that this SR Provider Contract shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that any litigation brought arising out of this SR Provider Contract will be brought in Seminole County, Florida, and not in any other state or county.

VIII. INDEMNIFICATION AND INSURANCE

- 47. *Accept liability for actions of agents, employees, and partners.*** The Provider is fully liable for the actions of its, agents, employees, partners and shall indemnify, defend, and hold harmless the Coalition, the Agency for Workforce Innovation or its designee, and their officers, agents, employees and sub-contractors from suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property to the extent caused by the Provider, its agents, employees, partners, sub contractors. If the Provider is a county government, public school, or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.
- 48. *Maintain child care liability insurance.*** The Provider is required to secure sufficient Child Care Liability Insurance coverage, including coverage of transportation of children (if SR children are transported by the program), and an endorsement to the policy or policies naming the Early Learning Coalition of Seminole and designee, as an additional insured and requiring a minimum of 30 days advance notice to the Coalition of cancellation or termination of the policy or policies. Required liability thresholds are set by the Coalition. In the event of an early termination (for non-payment of premiums, for example) the Coalition will proceed to terminate the contract for failure to have the required insurance coverage with thirty (30) days notice.

IX. COALITION RESPONSIBILITIES

- 49. Adhere to fraud reporting requirements.** The Coalition and its representatives are required to report to appropriate agency Law Enforcement Agency for further investigation cases where there is sufficient reason to believe that a Provider has knowingly provided or submitted any fraudulent information.
- 50. Uphold regulation standards.** The Coalition and its representatives will report any identified regulation deficiencies to the appropriate Law Enforcement Agency, local licensing authorities, accrediting bodies, or related state or federal agencies.
- 51. Support the provision of quality SR services.** The Coalition supports all licensed and license-exempt public and private centers, family child care homes and informal child care providers in the provision of quality SR services. The Coalition will provide training, technical assistance, and other means of support to any Provider who would like help in meeting these quality standards as funding is available, according to Coalition Plan priorities and Coalition Policy and Procedures.
- 52. Uphold this SR Provider Contract.** The Coalition and its representatives will monitor compliance of all requirements of this SR Provider Contract, and contingent upon funding, will provide information and assistance as specified in this SR Provider Contract.
- 53. Understand and agree to Coalition's right to monitor.** The Provider understands and agrees the Coalition has the right to monitor the Provider's compliance with the SR Provider Contract, legal requirements and Coalition policies. The Coalition will review the Provider's compliance and evaluate the Provider's past and present performance when considering renewal.

X. ADDITIONAL TERMS AND CONDITIONS

- 54. Severability.** If any provision of this SR Provider Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.
- 55. Contacting the Coalition.** The representative for the Coalition or designee for this SR Provider Contract is Marlyn Seda who can be contacted at the Seminole County Coalition for School Readiness, Inc. D/B/A Early Learning Coalition of Seminole, telephone 407-871-1103, email marlyn@seminoleearlylearning.org

The representative of the Provider responsible for the administration of the program under this SR Provider Contract is:

Name	
Address	
Telephone	
Email	

In the event that either party designates different representatives after execution of this SR Provider Contract, notice of the name and contact information of the new representative

will be rendered in writing to the other party within ten (10) calendar days of change and said notification attached to originals of this SR Provider Contract.

- 56. Failure to exercise.** The failure of the Coalition to exercise any of its rights or to enforce any of the provisions of this SR Provider Contract on any occasion shall not be a waiver of such right or provision, nor affect the Coalition's rights thereafter to enforce each and every provision of this SR Provider Contract.
- 57. Acting as an independent contractor.** The parties each acknowledge that each is acting as an independent contractor. Neither party, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other, and neither party shall have the power and authority to act on behalf of or bind the other party.
- 58. Execution of SR Provider Contract.** This SR Provider Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and same instrument.
- 59.** This SR Provider Contract constitutes the only SR Provider Contract, and supersedes all prior SR Provider Contracts and understandings both written and oral, among the parties with respect to the subject matter hereof. All Attachments and Exhibits hereto are a material part of this SR Provider Contract and are incorporated by reference. This SR Provider Contract, including any Attachments and Exhibits hereto, may not be amended or modified, except in writing and signed by all parties to this SR Provider Contract.

XI. COMMITMENT OF INTENT

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 unlawful. Provider understands that if they knowingly provide false information, omit requested information, sign inaccurate attendance documents or fail to promptly report changes which could directly affect eligibility as a school readiness provider, the following could occur: (a) Provider may be required to pay back unauthorized payments and/or denied further participation in the program; and (b) Provider may be referred to the Department of Finance, Public Assistance Fraud Division for further investigation.

It is understood that by signing this SR Provider Contract, the Provider acknowledges they are in full compliance with all applicable laws, rules, and policies of the Coalition.

The Provider or Provider's authorized representative hereby acknowledges that he/she has read and understands the SR Provider Contract and that the Provider agrees to comply with the terms and conditions for provision of SR services as provided herein and in any referenced materials and attachments. ***This Contract is not transferable and non-assignable upon sale or assignment of the Provider's business. SR Services must be provided at the identified address (es).***

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The parties hereto have cause for the nine (9)-page core contract to be executed by the undersigned officials as duly authorized and which shall be effective _____, 2011.

This writing, including Attachments I and II, Attachment III as applicable is there multiple centers, and Exhibits A, B, and C embodies the entire SR Provider Contract and understanding between the parties, and there are not other agreements and/or understanding, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby

IN WITNESS THEREOF, the parties have caused this **SR Provider Contract** including accompanying Attachments and Exhibits to be executed by their undersigned officials as duly authorized.

Name of Provider (please print) Title

Signature of Provider or Authorized Representative Date

Provider Social Security or Federal Identification number: _____

Jennifer Grant, Executive Director Date: _____

Print Name of the Provider Owner, Director or Designee Title

Signature of the Provider Owner, Director or Designee Date: _____

**SR CONTRACT APPLICATION WILL BE REQUIRED TO BE
CONSIDERED TO RECEIVE A SCHOOL READINESS CONTRACT
FOR FY 2012 – 2013**

Attachment 1

GENERAL ASSURANCE CERTIFICATION

The Agency for Workforce Innovation or its designee, and the Coalition are mandated to provide oversight and establish policies and procedures for SR funding (Section 411.01, Florida Statutes). Pertinent rules and regulations that SR Providers are required to adhere to under this Contract may be accessed at the following websites:

The following are incorporated by reference:

Federal Child Care Development Funds Laws (45 Code of Federal Regulations 98):

http://www.access.gpo.gov/nara/cfr/waisidx_02/45cfr98_02.html

Florida School Readiness Laws (Chapter 411, Florida Statutes) and Rules (Chapters 60BB-4 and 60BB-8, Florida Administrative Code; Florida Child Care Development Fund Plan):

<http://www.floridajobs.org/earlylearning/IMPI.html>

Child Care Licensing Standards and Information (Section 411.01, Florida Statutes; Chapter 402, Florida Statutes; Chapter 65C-22, Florida Administrative Code, for centers and Chapter 65C-20, Florida Administrative Code, for family child care homes), as applicable:
<http://www.dcf.state.fl.us/childcare//laws.shtml>

Local Child Care Licensing Standards and Information, as applicable. License exempt programs are expected to comply with all licensing requirements including the use of age appropriate discipline.

Rilya Wilson Act (Section 39.604, Florida Statutes)

Local Coalition Plan – School Readiness (also referred to as Early Learning) Laws charge the Coalition with development of a local plan to establish priorities and services based on a local needs assessment. An addendum to this SR Provider Contract may be attached that details the Coalition Plan priorities and services reflecting local needs and resources. The Coalition Plan and its corresponding policies are incorporated by reference.

www.seminolelearning.org

Adult and Child Care Food Program – Providers participating in this program must comply with all provisions: <http://www.fns.usda.gov/cnd/Care/Regs-Policy/Regulations.htm>

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ATTACHMENT II

ERS Minimum Scores Requirements

July 1, 2011 to June 30, 2012

The Early Learning Coalition of Seminole is dedicated to continuously improving the quality of early learning programs in Seminole County. These efforts are important to giving our youngest children, particularly those from low income families, the best opportunity at being ready for school. While this is our passion, it is also our obligation under Florida law.

The School Readiness Provider Contract that reimburses for School Readiness funded children is issued by the Early Learning Coalition of Seminole. That SR Provider Contract requires that you meet minimum scores on the applicable Environmental Rating Scale (ERS) assessment. This is the tool currently used by the Early Learning Coalition of Seminole to measure program quality. The Early Learning Coalition of Seminole applies this requirement to all licensed, registered, and license-exempt providers.

The Early Learning Coalition of Seminole has set the following expectations for the period of **July 1, 2011 to June 30, 2012**:

- Providers whose most recent assessment demonstrates an average overall ERS score of **3.75 or higher** in each assessed classroom will be offered a **SCHOOL READINESS PROVIDER AGREEMENT** to run from July 1, 2012 through June 30, 2013.
 - Each provider holding a **SCHOOL READINESS AGREEMENT** is subject to a random annual ITERS & ECERS or FCCERS assessment during the SR Provider Contract period. Assessments can only be completed if the classroom has at least two enrolled children present during the entire observation. In the event the primary teacher of record is not present, the assessment may be rescheduled or taken out of the random selection at the discretion of the Coalition or its designee. Only staff listed on the classroom roster (on file with the Coalition) will be allowed to be present in the classroom during the observation. An owner/director or administrative personnel who wish to be present during the observation, may only do so provided they do not interfere with the classroom operation,(e.g., interact with staff or children, instruct, engage in activities, or etc.).
 - If the annual ERS assessment (ITERS, ECERS or FCCERS) score fall **below an average minimum overall score of 3.5**, Coalition staff will review the assessment with the Provider. The Provider will be placed on “DNESR” (Do not enroll school readiness) status within three days of notification. They will receive a Quality Improvement Plan and will be reassessed no earlier than ninety (90) days of the assessment. Additional technical assistance is available upon request during the 90 day period. The provider will be re-assessed at no cost to the provider.
 - If the annual ERS assessment (ITERS, ECERS or FCCERS) score fall **between 3.50 and 3.74**, Coalition staff will review the assessment with the Provider. They will receive a Quality Improvement Plan and will be reassessed no earlier than ninety (90) days of the assessment. Additional technical assistance is available upon request during the ninety (90) day period. The provider will be re-assessed at no cost to the provider.
 - If the ERS re-assessment score (ITERS, ECERS, or FCCERS) fall **below an average minimum overall score of 3.75**, the coalition staff will review the assessment with the Provider and the Provider will receive another Quality Improvement Plan. Additional technical assistance is available upon request. No further assessments will be done for a period of one (1) year after current contract expiration at no cost to the provider. A new contract will not be offered until the Provider can demonstrate minimum scores have been met.

Note: Additional assessments are available upon request at a four-hundred (**\$400**) cost per assessment to provider.

The Early Learning Coalition of Seminole has also set the following expectations for the period of **July 1, 2012 to June 30, 2013**:

- Providers whose most recent assessment prior to June 30, 2012 demonstrates an average ERS score **less than 3.75** **WILL NOT** be offered an SR Provider Contract beginning July 1, 2012.
- Providers whose most recent assessment prior to June 30, 2013 demonstrates an average ERS score **less than 4.00** **WILL NOT** be offered an SR Provider Contract beginning July 1, 2013.

As you can see, the performance threshold steadily increases over the two years culminating in the full roll out of the Quality Rating Improvement System (QRIS) which is currently being piloted. Providers are encouraged to become familiar with these thresholds and seek technical assistance as necessary to ensure your program meets performance thresholds.

EXHIBIT A 2011 – 2012 CONTRACT TRANSITION PLAN

Providers not meeting the minimum required score of 3.50 in ITERS & ECERS or FCCERS during the 2010- 2011 contract year.

Environment Rating Scale (1 ITERS and 1 ECERS or 1 FCCERS)
Administered for all school readiness funded providers each contract term

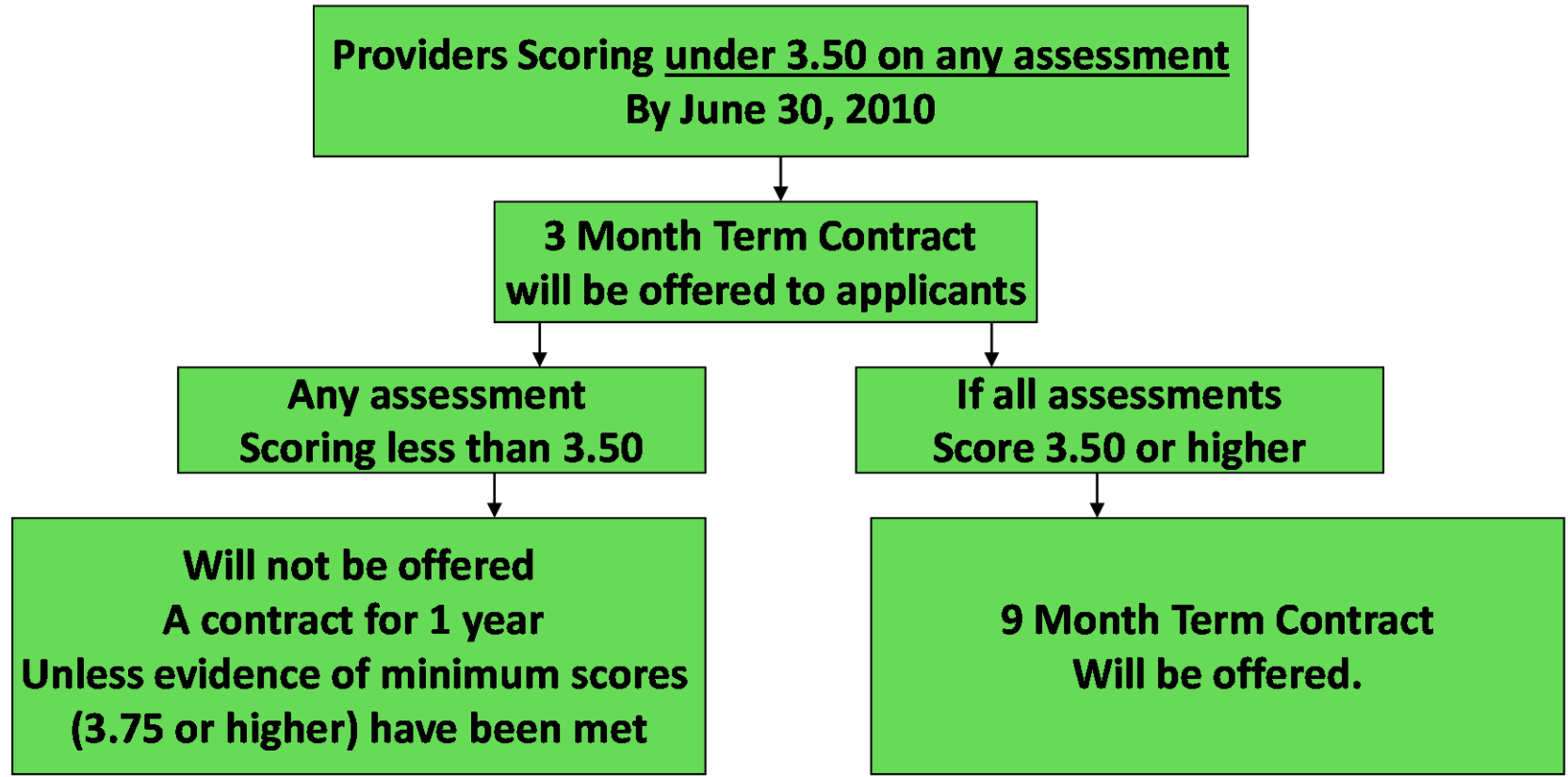
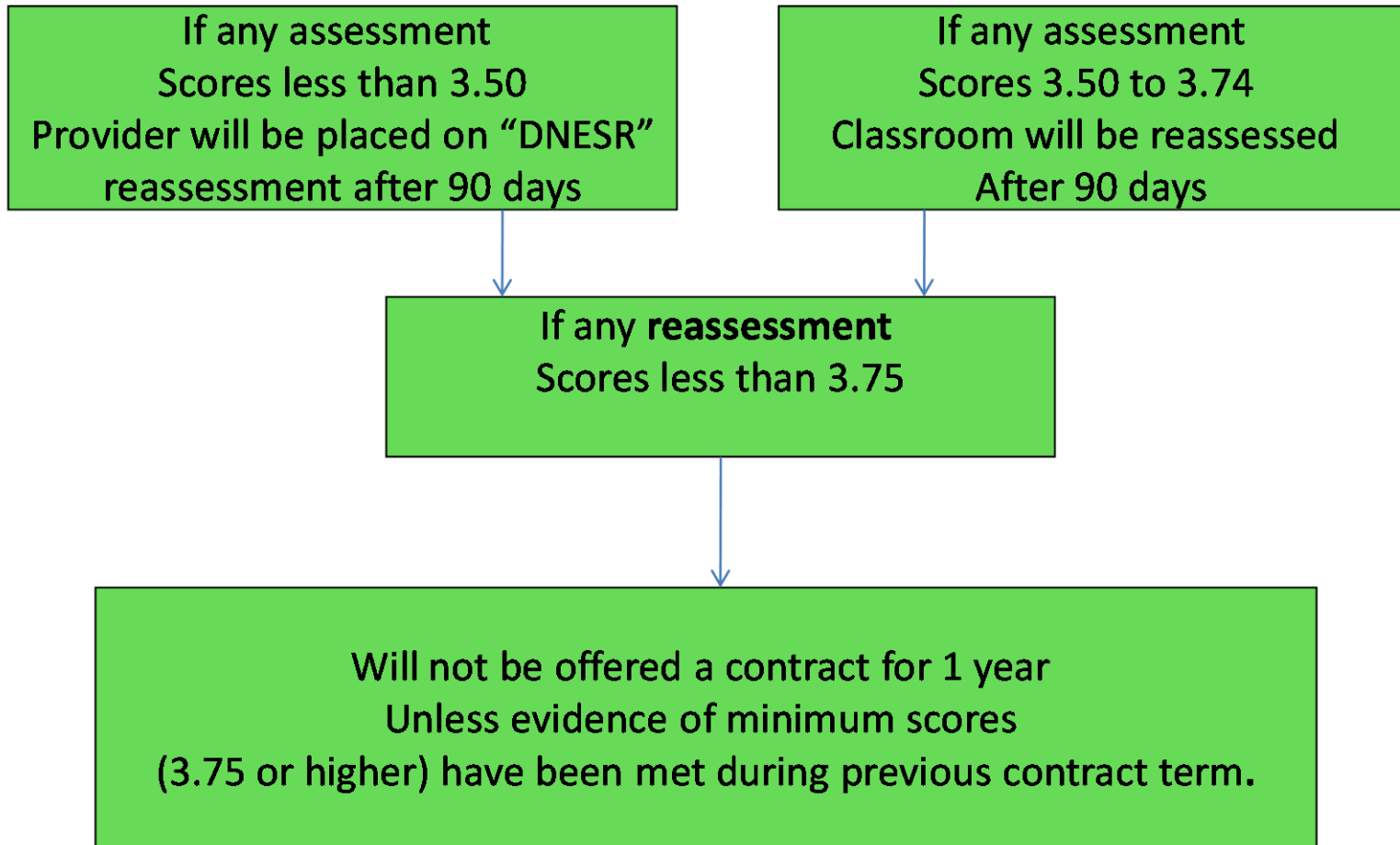


EXHIBIT B 2011 – 2012 CONTRACT TERM

Environment Rating Scale (1 ITERS and 1 ECERS or 1 FCCERS)
Administered for all school readiness funded providers each contract term



**EXHIBIT C Environment Rating Scale (1 ITERS and 1 ECERS or 1 FCCERS)
Administered for all school readiness funded providers each contract term**

