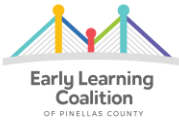


PREK ALL DAY PROGRAM
2020-2021



PARTIES AND TERMS OF CONTRACT

1. Parties

THIS CONTRACT (the "Contract") is between the Early Learning Coalition of Pinellas County, Inc. (hereinafter referred to as "ELC or Coalition"), and _____ (hereinafter referred to as "Provider"), with its principal office located at _____.

2. Terms

The ELC and Provider previously entered into a Contract to provide School Readiness (Form OEL-SR20, Statewide School Readiness Provider Contract, hereinafter referred to as "SR Contract") pursuant to Section 1002.88, Florida Statutes and Voluntary Prekindergarten (Form OEL-VPK20, Statewide Voluntary Prekindergarten Provider Contract, hereinafter referred to as "VPK Contract") pursuant to Section 1002.55, Florida Statutes. The Contract terms and conditions of the SR and VPK Contracts and any subsequent SR and VPK Contracts are hereby incorporated by reference as if fully set out herein. Termination of the Provider's SR and VPK contract with the ELC will result in immediate termination of this contract.

3. Provider Eligibility

To be eligible to participate in the PreK All Day program, the Provider must:

- a. Be a current SR Provider in good standing and in compliance with the terms and conditions of their SR Contract with the Coalition.
- b. Be a current VPK Provider in good standing and in compliance with the terms and conditions of their VPK Contract with the Coalition.
- c. Meet quality standards as indicated by meeting at least one of the following criteria:
 - i. Florida Gold Seal designation
 - ii. Composite Program Assessment Score 4.0 or greater within the last 12 months
 - iii. Current VPK Readiness Rate ≥ 75

4. Effective Date

The Contract shall be effective on July 1, 2020, or on the date, which the last party has signed the Contract, whichever is later.

5. Ending Date

The Contract shall end on August 31, 2021, unless the Contract is terminated earlier.

6. Execution

In consideration of the mutual covenants set forth above and herein, the parties have caused to be executed this contract by their undersigned officials duly authorized.

Executed by:

Program/Provider Signature

Printed Name & Title

Date

FEIN#

Provider Acknowledges Electronic Signature

ELC Administrator Signature

Lindsay Carson, CEO

Printed Name & Title

Date

Tina Fetzer

ELC Contract Supervisor

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A. General Statement

1. Purpose

The purpose of this Contract is to establish the terms and conditions with the Provider related to implementation tasks and activities for childcare services within the PreK All Day Program.

2. Program Description

The PreK All Day Program will provide scholarships that supplement the VPK program to children between the ages of 4 and 5 years' old who are ineligible for School Readiness with a steady, extended-day, and high quality-learning environment. Additional participants, ages birth through five (prior to kindergarten), may be enrolled by exception, with prior approval of JWB.

3. Funding

The Juvenile Welfare Board of Pinellas County per Ch. 2003-320, LOF, Section 2, Part 1 (a) 1, provide funding. - JWB Special Act; Charter/creation document (Ch. 23484, Laws of Florida (1945); Codified Ch. 2003-320, LOF).

a. Terms and Definitions

1. **Active** – Participating provider status indicator in SR, VPK

2. **“Composite Program Assessment Score”** - An average of all program assessment tool dimension scores, omitting the negative climate score, if included in the dimensions of the tool received by composite classrooms in a School Readiness Provider as adopted by the Office of Early Learning.

3. **Early Learning Coalition (ELC; Coalition)** - Part of a system of statutorily-created local not-for-profit entities in Florida that implement early learning programs at the local level, including, but not limited to, the School Readiness Program, Child Care Resource and Referral Program (CCR&R), Child Care Executive Partnership (CCEP) Program and the Voluntary Prekindergarten Education (VPK) Program. Each coalition implements an approved plan that includes a comprehensive program of school readiness services that enhance the cognitive, social, and physical development of children to achieve the performance standards and outcome measures OEL specifies.

4. **Office of Early Learning (OEL)** – The Office of Early Learning is the lead agency for the CCDF Program and is the governmental entity providing oversight and administration for early learning programs in Florida consisting of, but not limited to, the School Readiness Program (SR), CCR&R Program, CCEP Program, and the VPK Education Program.

5. **Participating Child (ren)** – VPK eligible children in the 2020-2021 school year and summer programs who have been determined ineligible for the SR program and are enrolled in full time care at a participating Provider whose childcare slot is paid by PreK All Day funding.

6. **Participating Provider** – Status of a Provider under contract with the ELC and determined by the ELC to be current with all project benchmarks and deliverables of the SR and VPK contracts.

7. **Readiness Rate** - The "Readiness Rate" measures how well a VPK provider prepares four-year-olds to be ready for kindergarten based upon the Florida Early Learning and Developmental Standards.

8. **School Readiness (SR) Program** – The Florida SR Program offers financial assistance to low-income families for early education and care so they can become financially self-sufficient and their young children can be successful in school and in the future.

9. **Voluntary Prekindergarten (VPK) Program** – The Florida VPK Program offers a free, 540-hour school year or 300-hour summer program to all children who reside in the State of Florida, are 4 years old on or before September 1st, and have not enrolled in kindergarten.

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1. Provider Responsibilities

The Provider responsibilities shall include but are not limited to:

- 1.1 Maintaining the status of current SR and VPK Provider in good standing and remaining in compliance with the terms and conditions of the Provider's SR and VPK Contract with the Coalition.
- 1.2 Providing services to participating children in accordance with the Provider's SR and VPK Contracts with the Coalition.
- 1.3 Complying with all other terms and conditions as set forth in this contract.

2. Deliverables

- 2.1 The deliverables under this contract must be submitted in accordance with the Provider's SR Contract, Section III., subsection 33, Deliverables.
- 2.2 Administration of VPK Assessment Period One, Two, and Three items in accordance with the VPK Contract and applicable rules.
- 2.3 Submission of VPK Assessment Period One, Two, and Three data in accordance with the VPK Contract and applicable rules.
- 2.4 Share VPK Assessment data from the Bright Beginnings website with the Coalition.

3. Coalition Responsibilities

The Coalition shall:

- 3.1 Confirm and validate Provider's continued eligibility for PreK All Day in accordance with Section C. Manner of Service Provision, subsections 1 and 2.
- 3.2 Perform duties in accordance with the Provider's SR, and VPK Contracts.
- 3.3 Perform all Coalition responsibilities in accordance with the Provider's contract to provide Program Assessment services.
- 3.4 Be available to meet with the Provider staff as needed to keep the Provider informed about ongoing project activities.
- 3.5 Make payments to the Provider within twenty-one (21) calendar days of the close of each month for services rendered during the prior month except as provided under law or contract.

b. Compensation and Funding

Compensation and funding for children participating in PreK All Day will be in accordance with the Provider's SR Contract, Section VII compensation and funding as applicable.

c. Financial Consequences

As a result of the Provider's failure to meet the deliverables and Provider responsibilities within this Contract, the Coalition shall temporarily withhold reimbursement, disallow all or part of the services not in compliance with the terms of this contract or terminate the contract.

d. Noncompliance, Probation and Termination

1. In the event that the Provider's SR or VPK Contract is terminated for any reason, termination of this contract shall occur immediately.
2. In the event that the PROVIDER no longer meets a quality standard as outlined in Paragraph 1.3 for any reason, termination of this contract will be evaluated by the Coalition on a case-by-case basis.
3. Noncompliance, Probation and Termination shall be in accordance with the Provider's SR Contract, Section X., noncompliance, probation, and termination including, but not limited to:
 - a. **Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause:
 - (a) Action, or lack of action, which threatens the health, safety or welfare of children or citation for a Class I violation by the Department of Children and Families or local licensing agency, as applicable;
 - (b) The material failure to comply with one or more of the terms of this Contract, including, but not limited to, failure to implement the Quality Improvement Plan, corrective action or comply with the terms of probation as described in paragraph 66 of the

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SR Contract; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 75 of the SR Contract..

- b. **Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 76. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.
 - c. **Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local licensing agency of actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 76 of the SR Contract.
 - d. **Termination for Health and Safety Violations.** PROVIDER agrees that COALITION has the right to terminate this Contract based on Health and Safety violations, verified by the Department of Children and Families or Local Licensing Agency, if applicable, in accordance with ss. 1002.82 and 1002.84, F.S., and Rule 6M-4.620, F.A.C., and applicable adopted forms. This is considered termination for cause and is subject to the notice requirements of paragraph 67(b).
 - e. **Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally, terminates this Contract during the pendency of an inquiry due to suspected noncompliance with parts V and VI of chapter 1002, of the Florida Statutes, and chapters 6M, Florida Administrative Code, the COALITION may revoke the PROVIDER'S eligibility to offer the SR Program for a period of 5 years in accordance with s.1002.88 (2), F.S., if the noncompliance is upheld by the early learning coalition review committee.
 - f. **Limited Funding.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature and funding by JWB. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented hours completed prior to termination of this Contract.
- e. **Due Process**
Any request for review of ELC determinations by the contracted Provider related to the tasks and deliverables described in this contract shall be in accordance with the Provider's SR Contract, Section X., subsection 76 – Due Process Procedures, incorporated by reference as set forth in that contract.