

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.

69. 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, if applicable, the Local Licensing Agency or United States Department of Defense, 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).

70. Termination and Revocation of Eligibility for Program Assessment.

a. PROVIDER agrees that COALITION will terminate this Contract if PROVIDER refuses to participate in program assessment requirements, refuses to participate in a Quality Improvement Plan, or fails to maintain the Contract Minimum Threshold on the program assessment, in accordance with Rule 6M-4.740, F.A.C., for a period of up to five (5) years, unless COALITION has determined PROVIDER essential to meeting local child care capacity needs based on the community assessment approved in COALITION's SR Plan required by Rule 6M-9.115, F.A.C. Termination under this paragraph is subject to the notification requirements of Rule 6M-4.740, F.A.C.

b. In determining whether to revoke PROVIDER's eligibility and the duration of the revocation, COALITION will consider the following factors: the severity of PROVIDER's actions leading to the termination of the Contract; the health, safety, and welfare of children enrolled at PROVIDER; the financial impact of PROVIDER's actions; the impact that the revocation would have upon the local community; consistency with COALITION's actions against other providers for similar violations of the Contract or program requirements; the length of time that PROVIDER provided services under the Contract with COALITION; and whether PROVIDER had previously violated the terms of this Contract and prior contracts with COALITION. COALITION must provide notice of its intent to revoke PROVIDER's eligibility at the same time it provides written notice of intent to terminate the Contract to PROVIDER.

71. Revocation of Eligibility.

a. In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraphs 67, 68, or 69, COALITION may revoke PROVIDER's eligibility to deliver the School Readiness Program for a period of five (5) years. The only statutorily authorized period of revocation is five (5) years (s. 1002.88(2), F.S.). In determining whether to revoke PROVIDER's eligibility, COALITION will consider the following factors: the severity of PROVIDER's actions leading to the termination of the Contract, the health, safety, and welfare of children enrolled at PROVIDER; the financial impact of PROVIDER's actions, the impact that the revocation would have upon the local community; consistency with COALITION's actions against other providers for similar violations of the Contract or program requirements; the length of time that PROVIDER provided services under Contract with COALITION; and whether PROVIDER had

previously violated the terms of this Contract and prior contracts with COALITION. COALITION must provide notice of its intent to revoke PROVIDER's eligibility at the same time it provides written notice of intent to terminate the contract to PROVIDER. For multi-site providers, such as corporate chains or school districts, School Readiness Program ineligibility is per site and may not apply to all locations unless specifically determined otherwise by COALITION.

b. PROVIDER agrees that in the event this Contract is terminated under the provisions of paragraphs 67, 68, or 69, and PROVIDER's eligibility is not revoked for a period of five (5) years under paragraph 70(a), the parties may not enter into another contract for School Readiness services for the remainder of the contract term of this Contract.

72. 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 for 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, Florida Statutes, and Chapters 6M-4 and 6M-9, Florida Administrative Code, COALITION may revoke PROVIDER's eligibility to offer the SR Program for a period of five (5) years in accordance with s. 1002.88(2), F.S., if the noncompliance is upheld by COALITION's review committee.

73. Legislative Appropriation. Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION must 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 must be paid for the documented SR hours completed prior to termination of this Contract.

74. Eligible Child Care provider. To receive state or federal funds under this Contract, PROVIDER must be an eligible child care provider as defined under 45 C.F.R. § 98.2. Failure to maintain status as an eligible child care provider will be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 68. PROVIDER certifies that each location at which PROVIDER offers the SR Program is an eligible child care provider. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care provider.

75. Fraud.

a. Payment Certificate Fraud Investigation. In accordance with s. 1002.82(8)(d), F.S., if it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.

- b. Suspension or Termination for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the School Readiness Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 76. This review shall be limited to a determination of whether COALITION has reasonable belief that fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Division of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
- c. Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or board director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
- d. Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.
- 76. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 7: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.
- 77. Severability of PROVIDER Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section X of this Contract, in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which location(s) previously part of this Contract have been removed by submitting an amendment on Form DEL-SR 20A. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 that have not been stricken.
- 78. Litigation and Venue.** If PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any

litigation related to this Contract that is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XI. NOTIFICATION

- 79. Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Providing notice to COALITION** of changes in contact or program information within fourteen (14) calendar days.
 - b. Providing notice to COALITION** of a request for an additional program assessment in accordance with Rule 6M-4.740. PROVIDER acknowledges additional assessments are at PROVIDER's expense. The cost of the additional program assessment charged by COALITION is: _____.
 - c. Providing notice to COALITION** of temporary emergency closure by the close of business the first day that the closing occurs. Providing notice to COALITION of subsequent reopening of the SR Program within two (2) business days of reopening.
 - d. Providing notice to COALITION** of permanent business closings or changes in business location or ownership at least thirty (30) calendar days prior to changes.
 - e. Provide notice to the COALITION** of dismissal of children, including documentation specifying reasons for dismissal, within fourteen (14) calendar days prior to termination or within five (5) calendar days after termination.
- 80. Child Care Resource and Referral (CCR&R) Participation.** PROVIDER agrees to update program and business information annually using the single statewide information system for inclusion in the Child Care Resource and Referral Network as required by Rule 6M-9.300(8), F.A.C. PROVIDER agrees to provide COALITION with up-to-date business and contact (including emergency contact) information on an ongoing basis throughout the contract year using the single statewide information system.
- 81. Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION will constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant and which relates to the PROVIDER's operation at any location at which SR services are being provided.
- 82. Notification of Disqualification or Public Assistance Fraud.**

- a. PROVIDER must notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
- b. PROVIDER must notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

83. Contact Persons.

- a. **Coalition Contact.** The representative for COALITION for the purposes of this Contract is _____ who can be contacted at _____ or by email at _____.
- b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is _____ who can be contacted at _____ or by email at _____.
- c. **Contact Change.** If either party designates different representatives after execution of this 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.

XII. INDEMNIFICATION

- 84. **Indemnification.** PROVIDER will be fully liable for and indemnify, defend and hold harmless COALITION, the Division of Early Learning, and all of their officers, directors, agents, contractors, subcontractors, and employees from and against any and all third-party claims, suits, actions, damages, judgments, and costs that arise whether in law or in equity, from any of PROVIDER’s agents, subcontractors or employees’ acts, actions, neglect, or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney’s fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency, or subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S.

XIII. SEVERABILITY

- 85. **Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XIV. AMENDMENTS

86. Only Authorized Amendments. No attachments or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1: Provider Location List; Exhibit 2: Required Documentation; Exhibit 3: Quality Improvement Plan Selection; Exhibit 4: Contracted Slots Program; Exhibit 5: Provider Reimbursement Rates; Exhibit 6: Holiday Schedule; Exhibit 7: Due Process Procedures; and Form DEL-SR 20L, Form DEL-SR 20LE, or Form DEL-SR 20FFN, as described in paragraph 7. No amendments to this Contract are authorized or permitted, except for those amendments made with the execution of Form DEL-SR 20A (School Readiness Provider Contract Amendments).

(Remainder of this page intentionally left blank.)

XV. EXECUTION OF CONTRACT

In accordance with s. 1002.88(1)(q), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness Program, including, but not limited to, the requirements of this Contract, and all Exhibits and authorized attachments, will result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section X.

Warranty of Authority. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

Signature of President/Vice President/ Secretary/Officer/Owner/Principal/Other Authorized Representative <input type="checkbox"/> By Electronic Signature	Print Name
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Title	Date
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PROVIDER’s Additional Signatory (If required by PROVIDER) <input type="checkbox"/> By Electronic Signature	Print Name
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Title	Date
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COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.

Signature of Authorized COALITION Representative <input type="checkbox"/> By Electronic Signature	Print Name
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Title	Date
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** Electronic signature: By providing this electronic signature, I attest that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I confirm that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

Exhibit 1: Provider Location List

Provider Name: _____

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit “Not Applicable” in the box below.

Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) Program providers or if PROVIDER is executing a single Contract on behalf of multiple private SR sites within COALITION’s service area, PROVIDER must complete a Provider Location List in a table format with the following rows:

- A. Location Number (optional)
- B. Location Legal Name
- C. Doing Business As Name (if applicable)
- D. Physical Address
- E. Employer Identification Number (EIN)
- F. Composite Program Assessment Score
- G. Curriculum (Date/Edition)
- H. Character Development (Date/Edition)
- I. Conducts Child Assessments (Yes/No)
- J. Child Assessment Tool Used
- K. Site Exempt From Program Assessment (Yes/No)
- L. Site on a Quality Improvement Plan due to contract minimum threshold waiver (Yes/No)

Official Use Only (for COALITION use).

COALITION will only contract with locations that are eligible to offer the SR Program.

Exhibit 2: Required Documentation

Provider Name: _____

PROVIDER must mark the appropriate box in each section below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Gold Seal Rates

- PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.
- PROVIDER does not possess a Gold Seal Quality Care designation.

2. Documentation of Eligible Child Care PROVIDER

- PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number OR
- PROVIDER has provided a copy of its determination letter from DCF which includes a DCF exemption number and explains the nature of the exemption.
- PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.
- PROVIDER is a charter school and has provided a copy of its charter which includes preschool-aged children as a service population and documentation showing its school district and school number.
- PROVIDER is an accredited child care program operating on a military installation and has provided a copy of its United States Department of Defense certification.

3. Specialized Program Type

- PROVIDER offers the Head Start program.
- PROVIDER offers the Early Head Start program.
- PROVIDER offers the Migrant Head Start program.
- PROVIDER does not offer the Head Start program.

4. Additional Documentation

- PROVIDER has provided a copy of its IRS W-9 Form (Request for Taxpayer Identification Number).
- PROVIDER has provided a copy of its certificate of accreditation.
- PROVIDER has provided evidence of liability insurance.
- PROVIDER has provided an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien for the current contract year.
- PROVIDER has provided evidence of worker's compensation insurance, if applicable.
- Signature authority delegated.
- Current Sunbiz print-out identifying the office, director, or authorized person(s), if applicable.

Exhibit 3: Quality Improvement Plan Selection

Provider Name: _____

1. Definitions

- (a) “Classroom” means any well-defined room in which care is provided or classes are held, or a room arranged with materials and equipment and set up as a learning space with intent to implement a plan of activities for the School Readiness Program. The classroom provides a space where learning can take place uninterrupted by outside distractions. If floor to ceiling walls are not present, the classroom walls must be defined by stable barriers, and must adhere to the requirements for such barriers as established in Forms OEL-SR-6202, OEL-SR-6204, and OEL-SR-6206, incorporated by reference in Rule 6M-4.620, F.A.C. Any classroom that is eligible to receive a School Readiness child enrollment at any time is considered under this definition. Any classroom that serves children in the School Readiness Program for less than two (2) consecutive hours a day is not considered a classroom under this definition.
- (b) “Certified Coaching” means at least twenty (20) hours certified by a State College/University or from a nationally recognized early learning coaching program with five (5) years of experience in an early learning environment.

2. Quality Improvement Plan (QIP) Strategy Selection

COALITION will select and require at least one but no more than two of the following continuous Quality Improvement Plan strategies in which each selected personnel is required to participate.

Selection	Strategy	Description (summary)
<input type="checkbox"/> _____ PROVIDER Initials	CLASS Group Coaching (CGC) Training	Each selected instructor/director will complete either the CGC PreK 24-hour course or the CGC Infant/Toddler 24-hour course provided by COALITION’s or its delegate’s CGC Specialist.
<input type="checkbox"/> _____ PROVIDER Initials	Early Childhood Training System (ECTS) Courses	Each selected instructor/director will successfully complete an Early Childhood Training System course of at least a twenty (20) hour duration facilitated by COALITION. Course options include taking an online course alone, with TA coaching support and/or as a member of a COALITION-sponsored Community of Practice.

Selection	Strategy	Description (summary)
<input type="checkbox"/> <hr/> PROVIDER Initials	Professional Development	Each selected instructor/director must register in the Florida Early Care and Education Professional Development Registry, generate a professional development plan in the registry, and complete the required progression along the career pathway.
<input type="checkbox"/> <hr/> PROVIDER Initials	Certified Coaching Visits	Each selected classroom will participate in twenty (20) hours of certified coaching provided by COALITION or its delegate.
<input type="checkbox"/> <hr/> PROVIDER Initials	20-hours of IACET- or DEL-approved training	Each selected instructor/director will register for and successfully complete twenty (20) hours of International Association for Continuing Education & Training (IACET) approved training (or other DEL-approved CEU training) provided by COALITION or its delegate.
<input type="checkbox"/> <hr/> PROVIDER Initials	COALITION approved strategy	Description included in the QIP notice.

3. Completion Requirements

To maintain compliance with the QIP, PROVIDER’s selected instructors/directors must successfully complete each deliverable by the due date provided by the QIP Notice. In the event of turnover, the QIP notice must be amended to reflect the current personnel.

4. Selected Strategy Requirements

PROVIDER agrees to and is responsible for performing the tasks, meeting the deliverables, and submitting the evidence of completion for the QIP strategy components selected by COALITION in Section 2. QIP Strategy Selection, in accordance with the QIP notice provided by COALITION.

Note: PROVIDER is only responsible for performing those tasks and activities below that are related to the QIP strategies and optional resources checked and confirmed by PROVIDER’s initials in Section 2. QIP Strategy Selection.

a. CGC Training

If COALITION has selected CGC training for PROVIDER:

- i.** PROVIDER agrees to purchase a CGC kit for each selected instructor/director. COALITION will provide PROVIDER with information about where it can purchase CGC kits. CGC kits are not re-usable or shareable and must be purchased new each contract year.
- ii.** PROVIDER must require selected instructors/directors to complete CGC training. PROVIDER must schedule CGC trainings with COALITION and schedule time for selected instructors/directors to participate in CGC training provided by COALITION or its delegate.
- iii.** CGC Infant/Toddler or PreK training consists of twenty-four (24) total hours of instruction provided to selected instructors/directors by a COALITION provided/delegated CGC specialist and an additional twelve (12) hours of self-study during the project term.
- iv.** CGC trainings take place over several sessions and may span over weeks/months.

b. Early Childhood Training System Courses (ECTS)

If COALITION has selected Early Childhood Training System courses for PROVIDER:

- i.** PROVIDER's selected instructors/directors are required to complete and pass two (2) ECTS online courses by the due dates identified within the QIP notice.
- ii.** Each ECTS course has a specific start and end date. Courses are facilitated by ECTS staff.
- iii.** COALITION will notify PROVIDER regarding the approved ECTS courses; including course registration, and course start and end dates.
- iv.** Prior to the course registration deadline, PROVIDER will receive course registration codes from COALITION based on the selected instructor's /director's classroom care level (infant, toddler, or preschool).
- v.** To confirm registration, PROVIDER must upload a screenshot from the ECTS for each selected instructor/director in the DEL-defined system indicating all instructors/directors have registered for training.
- vi.** Instructors/directors not registered by the course deadlines will not be able to participate in training and will result in PROVIDER being considered out of compliance with this QIP.
- vii.** Selected instructors/directors must, by the due date listed in the QIP notice, upload into the DEL-defined system a certificate from the ECTS system as evidence of completion for each course completed during the required timeframe of this QIP.

c. Professional Development

If COALITION has selected Professional Development for PROVIDER:

- i.** Each of PROVIDER's selected instructors/directors must:
 - 1)** Log in to the Florida Early Care and Education Professional Development Registry (Registry), create a registry account, and provide the required documentation and credentials necessary for determining professional development pathway placement.
 - 2)** Generate a Professional Development (PD) Plan in the registry reflecting the next appropriate steps based on the instructor's/director's pathway tier

qualifications. Each plan will be unique depending on the instructor's/director's current qualifications and training/credentials.

See <https://training01-dcf.myflorida.com/studentsite/admin/signin>.

- ii. To be eligible for this strategy, a practitioner must have completed all of the Career Pathways Foundational Child Care Training & Core Training as adopted in Rule 6M-4.735. PROVIDER's instructors/directors must indicate on the PD Plan the training/credential/degree they will make progress toward completing. PROVIDER must upload into the DEL-defined system the completed PD plans for each instructor/director participating in professional development.
- iii. PROVIDER's instructors/directors must register and begin classes/trainings as their PD plans reflect.
- iv. PROVIDER's instructors/directors must upload into the DEL-defined system an attestation of progress for their chosen credential/certification/degree/specialization, per the QIP notice.
- v. Attestation must indicate minimum level of progress on the instructor's/director's chosen pathway on official letterhead or other official documentation from the credential/certification/degree/specialization or training provider.
- vi. PROVIDER must upload documentation that demonstrates that each selected instructor/director made the required progress for the deliverable period in their professional development plan, unless exempt.
- vii. Instructors/directors must achieve the following progress as it correlates to their appropriate pathway tier:

Option 1	Staff Credential Option	Career Pathway Designation
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of staff credential program registration	Career Pathway EC/SA Educator I
Deliverable 2	- Upload attestation signed by program instructor and practitioner of program participation at halfway point of program	
Deliverable 3	-Upload official program certificate upon program completion	
Option 2	Infield Associate Degree	Career Pathway EC/SA Educator II
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of program or course registration	
Deliverable 2	- Upload current course schedule to include practitioner contact information or attestation signed by program instructor and practitioner	
Deliverable 3	-Upload transcript showing at least six (6) hours of college course requirements completed in timeframe of project year.	
Option 3	Formal EC Degree Option	

Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of program or course registration	Career Pathway EC/SA Educator III
Deliverable 2	- Upload current course schedule to include practitioner contact information or attestation signed by program instructor and practitioner	
Deliverable 3	- Upload transcript showing at least six (6) hours of college course requirements completed in timeframe of project year.	
Option 4	Specialization	N/A
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of program or course registration	
Deliverable 2	- Upload proof of program or course registration	
Deliverable 3	-Upload proof of completion of specialization requirements.	

d. Participate in Certified Coaching Visit(s) from COALITION or Contracted Third-Party Vendor

If COALITION has selected Certified Coaching Visits for PROVIDER:

- i.** PROVIDER agrees to coordinate with COALITION to develop a coaching visitation schedule totaling at least twenty (20) hours per selected classroom.
- ii.** Once the coaching visitation schedule is developed, COALITION will notify PROVIDER regarding coaching visitation times and dates. Notification must include date and time of coaching visit, coaching topic related to the visit, and estimated duration of visit.
- iii.** Coaching topics may include teacher-child interactions, behavior management, classroom organization and management, child assessment, and other topics related to early childhood and approved by DEL.
- iv.** Selected instructors/directors must meet with certified coaches per the schedule developed and agreed to by both parties.
- v.** If the coaching model requires, PROVIDER must make arrangements or provide a substitute instructor that will allow the selected instructor/director to meet face-to-face with the coach outside of the classroom.
- vi.** PROVIDER must attest where indicated in the DEL-defined system that each selected classroom completed the required coaching hours as indicated in the QIP notice.

e. 20-hour IACET- or DEL-approved Training

If COALITION has selected 20-hour IACET- or DEL-approved Training (training) for PROVIDER:

- i.** PROVIDER agrees to coordinate with COALITION to register for training.
- ii.** Once the training schedule is developed, COALITION will notify PROVIDER regarding training dates and times.
- iii.** Each of the PROVIDER’s selected instructors/directors must complete the training requirements specified for the deliverable in the QIP Notice.

- iv. PROVIDER must upload certificates of completion where indicated in the DEL-defined system documenting that each selected instructor/director completed the required training hours for the deliverable period. The QIP Notice must identify the specific training module for each deliverable.
- 5. Notification of Change in Provider’s Personnel
 - a. If instructor/director turnover occurs during the term of the QIP or instructors/directors fail to complete the required timeframes, PROVIDER must notify COALITION in writing within two (2) days of the deliverable due date passing. PROVIDER must notify COALITION of any changes in staff, any resulting change in classroom status (opening or closing), and any changes to instructor classroom assignment within five (5) business days of the changes occurring.
- 6. Coalition Responsibilities
 - a. For the strategy or strategies selected by COALITION in Section 2. QIP Strategy Selection, COALITION will perform tasks below related to those selected strategies:
 - i. Provide or arrange for CGC training for PROVIDER’s selected instructors/directors appropriate to the care levels of their assigned classrooms.
 - ii. Validate PROVIDER’s required staff professional development progression for each deliverable.
 - iii. Schedule and provide certified coaching visits to each of PROVIDER’s classrooms focusing on improving PROVIDER’s CLASS observation scores at the times and places scheduled. Topics appropriate for coaching may include teacher-child interactions, behavior management, classroom organization and management, child assessment, and other topics related to early childhood education.
 - iv. Schedule and provide or arrange for IACET- or DEL-approved training to selected instructors/directors at the times and places in the agreed-to training schedule.
 - v. Communicate in writing to PROVIDER the ECTS course one and course two registration information and course start and end dates.
 - b. COALITION agrees to:
 - i. Validate the evidence of completion that PROVIDER has uploaded into the DEL-defined system for the strategies selected for the PROVIDER.
 - ii. Communicate and follow up with PROVIDER regarding project timelines, timeliness, and any missing deliverables documentation.
 - iii. Monitor any QIP deliverables submitted by PROVIDER.
 - iv. Be available to meet with PROVIDER’s staff as needed to keep PROVIDER informed about ongoing QIP activities.

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Exhibit 4: Contracted Slots Program

Provider Name: _____

A. Participation Requirements

1. Provider Responsibilities

The PROVIDER must:

- 1.1 Maintain status of current SR provider in good standing and in compliance with the terms and conditions of this Contract.
- 1.2 Provide services to participating children in accordance with this Contract and s. 1002.82(2)(p), F.S.
- 1.3 Report vacancies within five (5) business days of the first undocumented absence.

B. Compensation and Funding

1. Method of Payment

PROVIDER reimbursement for children participating in Contracted Slots Program will be in accordance with this Contract, Section VII., paragraph 49.

2. Reimbursement Rates Established

PROVIDER agrees to accept the Contracted Slots reimbursement rates established by COALITION and identified within Exhibit 5 for the participating number of children.

- 2.1 For all scheduled days during this contract period for each child enrollment, regardless of whether the child is in attendance or not.
- 2.2 At the Contracted Slots Differential Daily Rates established in Exhibit 5 in addition to the reimbursement rates established within the SR provider Contract for the children identified as participating in Contracted Slots for days paid in accordance with the SR attendance rules.
- 2.3 At the Contracted Slots Full-Time Daily Rates established in Exhibit 5 for unexcused absences and vacancy days, up to a maximum of sixty (60) consecutive calendar days for an absent child in a Contracted Slot, at the reimbursement rate for the care level of the child enrolled in the Contracted Slot prior to the vacancy/absence.

3. Restriction to Care Levels

- 3.1. Contracted Slots must only be filled with children ages birth through five years old.
- 3.2. The SR child selected to receive a transferred Contracted Slot within the conditions of Section B, subparagraph 4.1 may be from a different care level than the child prior to the vacancy (restricted to ages birth through five years old).

4. Vacancies and Loss/Transfer of Contracted Slots

- 4.1. Upon notification of a vacancy, COALITION must immediately take all actions necessary to fill the vacant Contracted Slot with another SR child (from COALITION's wait list or existing child) as quickly as possible. If the Contracted Slot is not filled after sixty (60) consecutive calendar days, COALITION may transfer the Contracted Slot to another eligible provider. If PROVIDER has no remaining Contracted Slots

under this Contract after a transfer has occurred, this will result in termination of the Contracted Slots Program.

- 4.2. PROVIDER will lose the Contracted Slots payment for the total number of children identified in this exhibit if it does not continue to meet terms and conditions of this exhibit. This will result in termination of PROVIDER's contracted slots eligibility, and the balance of the PROVIDER's Contracted Slots will be transferred to another eligible provider.

5. Number of Contracted Slots.

COALITION and PROVIDER will agree upon the number of contracted slots. The total number of contracted slots is _____.

Number of contracted slots for Infants:

Number of contracted slots for Toddlers:

Number of contracted slots for 2-year-olds:

Number of contracted slots for 3-year-olds:

Number of contracted slots for 4-year-olds:

Number of contracted slots for 5-year-olds:

6. Rates and Fees for Parents

PROVIDER is prohibited from charging the differential between PROVIDER's private pay rate and the Contracted Slots reimbursement rates established in Exhibit 5. PROVIDER is prohibited from charging any fees to parents/families other than the parent co-payment or late fees.

Exhibit 5: Provider Reimbursement Rates

Provider Name: _____

Provider Operational Hours: _____

PROVIDER must mark whether it has a Gold Seal Quality Care designation. PROVIDER must mark whether it requires the parent to pay the differential between the reimbursement rate and the private pay rate. Finally, PROVIDER must complete the table below marked “To be completed by PROVIDER.” COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal designation for children ages birth - 5? Yes No

Does PROVIDER have a Gold Seal designation for school-aged children? Yes No

Provider’s Care Levels Served

(To be Completed by PROVIDER)

Check all that apply

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Part-Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Does PROVIDER charge a registration fee? Yes No. If yes, please check one box and provide the amount: \$_____

One time upon enrollment.

Annual.

Other - Describe: _____

Does PROVIDER require the parent to pay the differential between the approved PROVIDER reimbursement rate and PROVIDER’s private pay rate? Yes No

Coalition Reimbursement Rates
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Full-Time Gold Seal Daily Rates								
Part-Time Daily Rates								
Part-Time Gold Seal Daily Rates								

Is PROVIDER eligible for a differential? Yes No. If yes, check all that apply.

Gold Seal differential

Quality Performance Incentive differential: _____ %

Child Assessment differential

Contracted Slots differential: \$ _____

Approved Provider Reimbursement Rate* FULL TIME
(To be Completed by COALITION)

	Care Code	INF	TOD	2YR	PR3	PR4	PR5	SCH
	Care Level	<12 Months	12 <24 Months	24 <36 Months	36 <48 Months	48 <60 Months	60 <72 Months	In School
1	Care Levels Served	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Coalition Reimbursement Rate without Gold Seal							
3	Gold Seal Differential (Row 2 × percentage)							
4	QPI Differential (Row 2 × tier percentage)							
5	Local QI Level Differential (Row 2 × tier percentage)							
6	<u>Total Differential Amount</u> (Row 3 + 4 + 5)							
7	Total Amount (Row 2 + 6)							
8	Contracted Slots Differential (per child flagged for contracted slots)							<u>N/A</u>
9	Child Assessment Differential (per eligible child - Row 2 × tier percentage)							<u>N/A</u>

***Special needs rate will be negotiated up to twenty (20) percent above the established coalition reimbursement rate for infant care by the coalition pursuant to Rule 6M-4.500, F.A.C. The negotiated rate will be based on the level of care needed for an individual child.*

Approved Provider Reimbursement Rate* PART TIME
(To be Completed by COALITION)

	Care Code	INF	TOD	2YR	PR3	PR4	PR5	SCH
	Care Level	<12 Months	12 <24 Months	24 <36 Months	36 <48 Months	48 <60 Months	60 <72 Months	In School
1	Care Levels Served	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Approved Provider Reimbursement Rate without Gold Seal							
3	Gold Seal Differential (Row 2 × percentage)							
4	QPI Differential Rate (Row 2 × tier percentage)							
5	Local QI Level Differential (Row 2 × tier percentage)							
6	Total Differential Amount (Row 3 + 4 + 5)							
7	Total Amount (Row 2 + 6)							
8	Contracted Slots Differential (per child flagged for contracted slots)							N/A
9	Child Assessment Differential (per eligible child - Row 2 × tier percentage)							N/A

***Special needs rate will be negotiated up to twenty (20) percent above the established coalition reimbursement rate for infant care by the coalition pursuant to Rule 6M-4.500, F.A.C. The negotiated rate will be based on the level of care needed for an individual child.*

***VPK Wrap Rates will be calculated per child based on the child's full-time or part-time unit of care and the Approved Provider Reimbursement Rates for full-time or part-time care, whichever is applicable, as indicated in the table above. For an explanation of how the VPK Wrap Rate is calculated by the single statewide information system, reference Table 1 and Table 2 below.

Table 1 displays the units of care used in the single statewide information system.

TABLE 1 – School Readiness Units of Care		
Standard code for unit of care	Description of units of care	Maximum hours
PT	Part-time (3 or more hours but fewer than 6 hours)	6
FT	Full-time (6 or more hours but fewer than 11 hours)	11
FTPT	Full-time and part-time (11 or more hours but fewer than 16 hours)	16
FTFT	Full-time and full-time (16 or more hours)	20

Table 2 describes the steps for calculating the VPK Wrap Rate.

TABLE 2 – Calculation of Wrap-Around Payment Rates	
1. Determine the child's unit of care.	Reference Table 1 for unit of care and maximum hours.
2. Convert the provider's daily rate to an hourly rate.	Daily rate/Maximum hours = Hourly rate
3. Determine the number of payable hours.	Maximum hours – VPK class hours = Payable hours
4. Multiply hourly rate by payable hours.	Hourly rate x payable hours = VPK Wrap Rate

Effective Date of Rates Established in This Exhibit _____

Exhibit 7: Due Process Procedures

Provider Legal Name: _____

1. **Purpose of Exhibit.** Early learning coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an early learning coalition in accordance with the due process procedures described below.
2. **Request for Review Hearing.** If a provider disputes any action taken by the coalition pursuant to the terms of the Statewide School Readiness Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law (s. 268.911, F.S.) and will be subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address coalition staff or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. The provider may have an attorney present at the review hearing to represent or advise it.
 - a. **Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of the provider; the specific action by the coalition that the provider disputes; the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.
 - b. **Request Time.** The provider's request for a review hearing must be submitted in writing to the coalition within five (5) business days of receipt of notice of the determination which PROVIDER believes to be incorrect.
 - c. **Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.
3. **Implementation of Review.** If the coalition receives a request for review hearing from the provider, the coalition must address the request by taking the following steps.
 - a. **Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three (3) but no more than five (5) members of Coalition Board. The Chair of the Coalition Board will appoint the Review Hearing Committee and will name the chair of the committee. At least one of the members must be a mandatory member as set forth in s. 1002.83(4), F.S., and at least one other member must be one of the provider representative members. If all attempts have been made by the coalition to schedule among the selected Review Hearing Committee members potential dates for the hearing and neither provider representative from the Coalition Board is available, then the requirement for a provider representative will be waived

for this hearing and the minutes of the Review Hearing Committee will document that the Coalition made every attempt to have a provider representative member included but was unable to do so for this hearing.

- b. Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the coalition or via any method of telecommunications, if the public is given reasonable access to observe and participate. Finally, the notice must state whether all the coalition staff or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.
- c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that the provider is unable to attend and must contact the coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.
- d. Conducting the Review Hearing.** The Review Hearing Committee must assess the claim(s) PROVIDER made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question COALITION staff or sub-contractor staff regarding the determinations of the coalition and to present evidence before the Review Hearing Committee. The coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.
- e. Review Hearing Committee Decision.** Following completion of the presentation by the provider and the coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its deliberations, the Review Hearing Committee must determine:
 - i.** If the determination made by the coalition was correct, in whole or in part, or incorrect.
 - ii.** If no part of the determination made by the coalition was correct, then the provider is not required to take further action.
 - iii.** If any part of the determination made by the coalition is correct, the Committee must identify the portion(s) determined to be correct and, as applicable, decide:

- 1) If corrective action is necessary, that the provider must take corrective action regarding the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s); or
- 2) If the provider's School Readiness Contract or eligibility to offer the School Readiness Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee must ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of PROVIDER's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed or termination of eligibility to offer the School Readiness or Voluntary Prekindergarten Program must be included in the notice. The Chair of the Review Hearing Committee must approve the notice and ensure it is made public within ten (10) business days of the conclusion of the review hearing.