

MEMORANDUM

APPROVED

AUG 29 2016

OCS, Inc.
Board of Directors

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Cindy Gilmore, Green Apple School Management

REQUESTING SCHOOL: Odyssey Charter School

DATE: August 29, 2016

RE: Charter Contract Amendment

On September 30, 2015 the OCS, Inc. Board approved to amend one paragraph of the charter contract in reference to the Board appointed Parent Representative to Facilitate Parental Involvement.

At the July 19, 2016 Brevard Public Schools Board meeting, a revised version of this amendment was presented to the BPS Board for approval. Brevard Public Schools approved to replace the entire Governance section (8) of the Odyssey Charter School charter contract with the Governance section (9) of the Orion Preparatory Academy-Brevard contract.

This approval brings the Governance sections of all three Brevard OCS, Inc. schools in complete alignment.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve the charter contract amendment revised by Brevard Schools, which replaces the entire governance section (8) with the language consistent with the entire Orion Preparatory Academy-Brevard governance section (9).

cg

Attachment: Governance Section 9 of the Orion Preparatory Academy Charter Contract

Section 9: Governance

A. Governance of School

Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The School shall provide the Sponsor with copies of these documents if/when materially changed. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. Such attendance may be achieved through means of communication media technology used in accordance with rules adopted by the Administration Commission under Florida Statute Section 120.54(5) or otherwise provided by law. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed. Annually, the School shall provide the Sponsor the names and contact information of all governing board members if materially changed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a Governing Board member, charter school employee, or individual contracted to represent the governing board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and the Sponsor, and posted prominently on the charter school's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least four (4) public meetings per school year, with a minimum of two (2) within Brevard County. By August 15 annually, the School shall provide the Sponsor the annual schedule of governing board meetings. The School shall provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her equivalent, must be physically present at each meeting. The School will provide the Sponsor with copies of the approved meeting minutes.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a private employer and will not participate in the Florida Retirement System.

B. Nonprofit Organization

The School shall be organized as a Florida nonprofit organization.

C. Oversight

The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial

procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. Accountability. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
2. Policy Decision Making. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
3. Fingerprinting. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or governing board member. Prospective governing board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.
4. Certified Public Accountant. The Governing Board shall ensure that the school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
5. Audit Report. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
6. Duties. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. Compensation. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter. The School will submit to the Sponsor the state approved Disclosure Form (as found in the state model application) for all new governing board members and any new School employee who has equivalent decision-making authority in order to provide the disclosure required by s. 1002.33(7) (a) (18), Florida Statutes.
8. Changes to Governing Board. Any change in governing board membership must be reported to Sponsor in writing within 5 business days of the change.

D. Access to Facility and Records

The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. Management Organization/ESP

If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this

Charter. Any contract between the management organization and the School must ensure that:

1. Employees of Management Company. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
2. Independent of Management Company. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
3. Contract. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
4. Equipment/Furnishings. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
5. Loans. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
6. Copy of Contract to District. A copy of any material changes to the

contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Contract or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. Compliance. The management organization will perform its duties in compliance with this Charter.

F. **Default or Breach of Charter**

Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors
FROM: Cindy Gilmore, Green Apple School Management
REQUESTING SCHOOL: Odyssey Charter School
DATE: August 29, 2016
RE: OT/PT and Adaptive Physical Education Agreement

We are requesting the Board approve the 2016-2017 Odyssey Charter School Occupational Therapy (OT), Physical Therapy (PT) and Adaptive Physical Education (APE) Agreement with Brevard Public Schools for OT/PT and APE services.

FISCAL IMPACT

\$60.00/hour for OT; \$62/hour for PT; \$36/hour APE services invoiced each semester.

RECOMMENDATION

Motion to approve the 2016-2017 OT/PT and APE Agreement.

Attachments: 1) 2016-2017 OCS OT/PT and APE Agreement.

APPROVED

AUG 29 2016

OCS, Inc.
Board of Directors

2016 – 2017 Charter Schools
Memorandum of Understanding
ESE Program Support Services

This Memorandum of Understanding is between Brevard Public Schools (BPS) on 2700 Judge Fran Jamieson Way in Viera, Florida 32940 and Odyssey Charter, a Charter School in Brevard County.

At the request of the Charter School named above, the Office of ESE Program Support Services agrees to provide the following services for the 2016 – 17 school year:

	<u>Board Approved Fees for Service/Hours</u>
<input checked="" type="checkbox"/> Occupational Therapy	\$60.00
<input checked="" type="checkbox"/> Physical Therapy	\$62.00
<input type="checkbox"/> Speech-Language Pathology	\$60.00
<input checked="" type="checkbox"/> Adaptive Physical Education	\$36.00

These fee-based services will be provided to Odyssey Charter based on availability of qualified personnel to serve exceptional education students as stipulated in Individual Education Plans (IEPs). The Charter School agrees to the current rate per hour for services rendered, as indicated above. BPS and Odyssey Charter will mutually agree upon the number of hours BPS personnel will provide to the Charter School. The Charter School named herein will be invoiced for such services on a semester basis.

Prior to any modification of services, the Charter School named herein must send an "Addendum" in the form of a memorandum or letter addressed to Dr. Dawna Bobersky, Director, ESE Program Support Services.

Either Brevard Public Schools or the Charter School named herein may terminate these services at any time during the academic school year, with thirty (30) calendar days of written notice to the other party.

Dawna M. Bobersky

Dawna M. Bobersky, Ed.D., Director
ESE Program Support Services

6/27/16
Date

Stephanie R. Archer

Stephanie R. Archer, Director
Office of Charter & Choice Schooling

6/30/16
Date

Wendi M. Vidler
Charter School Principal

6/22/2016
Date

Odyssey Charter School - Elementary Campus

APPROVED

AUG 29 2016

OCS, Inc.
Board of Directors

2016 – 2017 Charter Schools
Memorandum of Understanding
ESE Program Support Services

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Dawna M. Bobersky
Dawna M. Bobersky, Ed.D., Director
ESE Program Support Services

6/27/16
Date

Stephanie R. Archer
Stephanie R. Archer, Director
Office of Charter & Choice Schooling

4/30/16
Date

[Signature]
Charter School Principal

6/22/2016
Date

Odyssey Charter School - Jalsa High Campus

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors
FROM: Cindy Gilmore, Green Apple School Management
REQUESTING SCHOOL: Odyssey Charter School
DATE: August 29, 2016
RE: Child and Family Consultants Speech Agreement

Odyssey Charter School is renewing its agreement with Child and Family Consultants to provide Speech/Language services for OCS students at a rate of \$60.00 per hour.

FISCAL IMPACT

\$60.00 per hour

RECOMMENDATION

Motion to approve the Child and Family Consultants Speech Agreement

Attachments: 1) Child and Family Consultants Speech Agreement



Child & Family Consultants, Inc.

Therapy Service Agreement

THIS AGREEMENT made this 10 day of August 2016, by and between **Odyssey Charter School** (the Company) and **Child and Family Consultants, Inc.** (the Provider).

WHEREAS, the Provider is duly qualified and otherwise authorized to provide Speech Therapy services in the state of Florida; and

WHEREAS, the Company's desire to contract with the Provider to utilize provider's skill, knowledge, and expertise to provide Speech Therapy services to specific clients of the company on the following terms and conditions:

1. **TERM OF EMPLOYMENT.** This contract shall begin on August 10, 2016 or on the date on which both parties have signed the contract, which ever is later and shall continue on a month to month basis as needed. The Provider or the Company may terminate this Agreement without cause upon ten (10) days advance written notice to the other party. In the event this Agreement is terminated by delivery of written notice, such termination shall be effective ten (10) days after the date of such notice.
2. **FEE.** The Company shall pay Provider a rate of \$60.00 per hour, for the services of the Provider. This rate is subject to change at the beginning of each new school year. Attendance at IEP meetings is billable and the provider will be responsible for creating IEP's, carrying them out and updating yearly. The bill will be sent by the 1st week of each month and should be paid within thirty (30) days.
3. **ASSUMPTION OF AGREEMENT.** This agreement may be assumed by the Company's successors and assignees. The Company's rights and obligations under this agreement will inure to the benefit and be binding upon the company's successors and assignees.
4. **ORAL MODIFICATIONS NOT BINDING.** This instrument is the entire agreement of the company and the Provider. Oral changes shall have no effect. It may be altered only by a written agreement.
5. **EQUAL OPPORTUNITY EMPLOYER NOTICE.** It is recognized by the Provider that the company does not discriminate for employment on the basis of race, color, religion, sex, national origin, participation and membership in professional or political organizations, marital statuses, age, or disability.

6. DRUG FREE WORKPLACE. Provider recognizes that the Company is a drug-free environment and all agents representing the Provider shall comply with this. Provider ensures that all representatives have submitted to fingerprinting for law enforcement.

Signed this 10 day of August, 2016


Witness


Odyssey Charter School

Witness


Joseph A. Werner OTD, OTL
Child and Family Consultants, Inc

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors
FROM: Cindy Gilmore, Green Apple School Management
REQUESTING SCHOOL: Odyssey Charter School
DATE: August 29, 2016
RE: Early Learning Coalition VPK Agreement

We are requesting the Board approve the 2016-2017 Odyssey Charter School agreement with the Early Learning Coalition for VPK and School Readiness.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve the 2016-2017 Early Learning Coalition VPK-Readiness Agreement.

Attachments: 1) 2016-2017 Early Learning Coalition VPK-Readiness Agreement.



STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
FORM OEL-SR 20

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 14th day of June, 2016, by and between the Early Learning Coalition of Brevard County, Inc. (herein referred to as "COALITION"), and Odyssey Charter School, Inc. DBA Montessori (herein referred to as "PROVIDER"), with its principal offices located at 1755 Eldron Blvd. SE Palm Bay, FL 32909.
 - a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.
 - b. **Multiple Private Locations.** If PROVIDER is executing a single Contract on behalf of multiple private SR provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.
 - c. **Employer Identification Number.** Insert PROVIDER's EIN here: 59-3579304. If PROVIDER does not have an EIN, PROVIDER must insert PROVIDER's Social Security Number (SSN) here _____. PROVIDER's EIN or SSN is requested in accordance with sections (ss.) 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as an SR provider, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the SR Program. Payment is not conveyed to PROVIDER through this Contract. PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the SR program. This contract is to engage an eligible provider to provide SR services to eligible SR children.

3. **Term.** This Contract begins on 1st of July of the fiscal year (2016) or on the date on which the Contract is signed by the last party required to sign the Contract, whichever occurs last, and the Contract ends on (COALITION select one) June 30th of the fiscal year 2016 or the last day of the month twelve (12) months after the effective date of the contract as indicated herein.

4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for SR program services performed before this Contract is fully executed by both parties or after expiration of the Contract.

5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the SR program and that PROVIDER and COALITION will be bound by the same:
- 42 U.S.C. §9858, et seq.;
 - 45 C.F.R. §98;
 - 45 C.F.R. §99;
 - Chapter 1002, Florida Statutes;
 - Chapter 6M-4, Florida Administrative Code; and
 - Chapter 6M-9, Florida Administrative Code.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity, corporation, or owner without the prior written approval of the COALITION. A change in corporate ownership shall be deemed a transfer. Failure to obtain the prior written approval of COALITION shall 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 58. This Contract binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Office of Early Learning, and COALITION.

II. PROVIDER ELIGIBILITY

7. General Eligibility

- a. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), F.S., listed below. Check the box to indicate PROVIDER's type:

A child care facility licensed under s. 402.305, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A family day care home licensed or registered under s. 402.313, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A large family child care home licensed under s. 402.3131, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A public school or nonpublic school exempt from licensure under s. 402.3025, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A faith-based child care provider exempt from licensure under s. 402.316, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A before-school or after-school program described in s. 402.305(1)(c), F.S.

For a licensed before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20L must be completed as an authorized attachment to this Contract.

For a license exempt or programs that are not required to be licensed as described in Rule 65C-22.008, F.A.C., before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20LE must be completed as an authorized attachment to this Contract.

An informal child care provider to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. (Form OEL-SR 20FFN is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

- b. **Eligibility Pursuant to s. 1002.91(5), F.S.** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.
- c. **Eligibility Pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

8. **Child Enrollment.** PROVIDER agrees to enroll children for the SR Program only with written authorization from COALITION which will be provided in the form of a child care certificate. PROVIDER also understands that it will not be reimbursed for services provided to a child beyond the service begin and end date identified by COALITION on the child care certificate, or if the child's eligibility is terminated prior to the end date. As described in s. 1002.87(2), F.S., PROVIDER also agrees to serve children enrolled into its SR program according to the services and location established by COALITION on the child care certificate indicating authorized hours of care. In the event that PROVIDER has multiple locations, PROVIDER shall notify and obtain approval in writing from COALITION prior to changing the location where the child shall be served.
9. **Child Care.** PROVIDER agrees to provide child care to enrolled children at the care level designated by the child care certificate received from the COALITION. Pursuant to 45 C.F.R s. 98.2, child care is defined as the care given to an eligible child by an eligible child care provider. PROVIDER will comply with all applicable state and federal laws, regulations and other standards and requirements in providing child care services under this agreement.
10. **Instruction and Activities.** In accordance with s. 1002.88(1)(b), F.S., PROVIDER agrees to offer instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards established by the *Florida Early Learning and Developmental Standards: Birth to Five*, Form OEL-SR 30, adopted by the Office of Early Learning in Rule

6M-4.700, F.A.C. PROVIDER agrees to include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and appropriate and child-friendly music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include at least thirty (30) minutes of reading to children each day.

11. **General Health and Safety.** Provider agrees to provide a healthy and safe environment for children in care pursuant to s. 402.305(5), (6), and (7), F.S., as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in each provider type attachment.
12. **Smoke Free Environment.** In accordance with Part C of Public Law 107-110 (No Child Left Behind), the "Pro-Children Act of 2001," no child care facility shall permit smoking within any indoor facility (or portion of such facility) operated by PROVIDER, to provide routine child care or early childhood development services to children. This does not apply to any portion of such facility that is used for a private residence. Individuals in violation are subject to a \$1,000 fine, administrative compliance or both.
13. **Curriculum.** In accordance with s. 1002.88(1)(f), F.S., PROVIDER agrees to use the following state-approved curriculum or curricula in the provision of the SR Program:
Montessori
edition or date: NA
If PROVIDER is using different curricula at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the curriculum or curricula being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert "Not Applicable" in the space provided.
14. **Character Development Program.** In accordance with s. 1002.88(1)(g), F.S., PROVIDER agrees to implement the following character development program to develop basic values:
Montessori
edition or date: NA
If PROVIDER is using a different program at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the character development program being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert "Not Applicable" in the space provided.
15. **Developmental Screenings.** PROVIDER acknowledges that Coalition is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility in accordance with Rule 6M-4.720, F.A.C. In accordance with s. 1002.88(1)(h), F.S., PROVIDER must collaborate with COALITION to complete initial screening for each child, aged six weeks to kindergarten eligibility, within forty-five (45) days after the child's first or subsequent enrollment, to identify a child who may need individualized supports. PROVIDER acknowledges that COALITION is responsible for initiating individualized services, including but not limited to providing referrals, based on child screening results. PROVIDER and COALITION acknowledge that pursuant to s. 1002.84(5), F.S., screening shall not be a requirement of entry into the school readiness program and shall be only given with parental consent.

Subsequent Screenings. PROVIDER acknowledges that Provider is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, annually in

the month of the child's birthday or at time of redetermination in accordance with Rule 6M-4.720, F.A.C.

16. **Prohibited Forms of Discipline.** In accordance with s. 1002.88(1)(i), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
17. **Child Immunizations and Health Screenings.** In accordance with s. 1002.88(1)(j), F.S., within thirty (30) calendar days of enrolling a child, PROVIDER agrees to obtain and retain information from the parent regarding the child's age-appropriate immunizations, physical development and other health requirements as indicated on the Student Health Examination form DH 3040 and Florida Certification of Immunization form Part A-1, B, or C DH 680 or the Religious Exemption from Immunization form DH 681.
18. **Program Operation.** In accordance with s. 1002.88(1)(k), F.S., if PROVIDER offers before-school or after-school programs, PROVIDER agrees those programs shall meet or exceed the requirements of s. 402.305(5), (6), and (7), F.S. In accordance with s. 1002.88(1)(q), F.S., and as identified in Exhibit 3, PROVIDER agrees to operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.
19. **Workers' Compensation and Unemployment Compensation.** In accordance with s. 1002.88(1)(n), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S. PROVIDER agrees to provide the COALITION with evidence of worker's compensation insurance coverage.
20. **Sign-In/Sign-Out Process.** PROVIDER agrees to maintain daily attendance documentation, including a documented "sign-in/sign-out" process approved by COALITION and implemented by PROVIDER, and which accurately documents attendance and absences. PROVIDER agrees to retain the attendance documentation in accordance with COALITION's records retention requirement established in accordance with s. 1002.84(10), F.S.
21. **Child Absences.** In accordance with s. 1002.87(8), F.S., PROVIDER agrees to notify COALITION in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5th) day. In accordance with ss. 1002.81(5) and 1002.87(7), F.S., if the need for care cannot be re-established, then the COALITION will notify the PROVIDER and the parent that school readiness funding will be discontinued. The end of eligibility for funded child care services will be fourteen (14) days from the fifth (5th) day that the child was not in attendance with no contact from the parent.
22. **Rilya Wilson Act and At-Risk Children.** In accordance with s. 1002.87(9), F.S., PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the school readiness program.

23. **Parental Choice.** PROVIDER agrees that the parent has the right to choose the provider of child care services for his/her children. In the event the parent chooses to change to a different SR PROVIDER, it is within the parent's rights to do so, except as limited by s. 1002.84(8), F.S., as described in paragraph 46.c.
24. **Parental Access.** PROVIDER agrees to afford authorized parents unlimited access to their children in SR programs, during normal hours of provider operation and whenever the children are in the care of the provider. Access may be subject to appropriate safety procedures.
25. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the SR program.
26. **Child Care Resource and Referral.** PROVIDER agrees to participate in the annual update process coordinated by each Child Care Resource and Referral agency as described in Rule 6M-9.300(5) and (6), F.A.C.
27. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive SR reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit.
28. **Deliverables**

Deliverable	Tasks and Activities	Due Date	Payment
1. One month of child care services	Child enrollment activities per the requirements in section III Instruction and activities per the requirements in section III Health and safety activities per the requirements in section III Use of curriculum per the requirements in section III Character development activities per the requirements in section III	Monthly	Per the level of service: established by the child care certificate provided to the PROVIDER by the COALITION; at the rates specified in Exhibit 3: Provider Reimbursement Rates; and documented through an approved monthly attendance report
2. Monthly attendance report	Monthly attendance report submitted by the PROVIDER to the COALITION per the requirements in section VII	Monthly by the day indicated in section VII	N/A
3. Proof of Developmental Screening	If applicable:		N/A
Applies to providers responsible for	Developmental screenings for each child aged six weeks to	Within 45 days after the child's	

Deliverable	Tasks and Activities	Due Date	Payment
developmental screening as indicated in section III	kindergarten eligibility per the requirements in section III.	first or subsequent enrollment	
Proof of Developmental Screening (continued)	Subsequent screenings conducted annually in month of child's birthday.	Annually	
	PROVIDER shall submit the child's screening results to the COALITION	Within thirty (30) calendar days of completion of screening	
	Enter the data into an electronic system	Within sixty (60) calendar days after screening	
	PROVIDER shall provide in writing the screening results for each child to the child's parent.		

IV. COALITION RESPONSIBILITIES

29. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality SR services.
30. **Developmental and Subsequent Screenings.** Applicable if PROVIDER is responsible for Developmental Screenings and Subsequent Screenings as indicated in paragraph 15. COALITION shall give notification to PROVIDER a minimum of thirty (30) calendar days prior to the date the child must be screened. COALITION will have staff persons available to explain screening results if required by a parent.
31. **Child Eligibility.** COALITION has ultimate responsibility for determining the eligibility of children enrolling in the SR program. COALITION will issue forms that make up a child care certificate (also known as a payment certificate), as described in s. 1002.82(6)(b) and (c), F.S., to the parent of each eligible child who enrolls in the SR program.
32. **Limitations on Authority.** COALITION may not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.; or require PROVIDER to administer a preassessment or postassessment.
33. **Monitoring.** COALITION will monitor PROVIDER for compliance with this Contract and the provisions governing the SR program listed in paragraph 5., in accordance with s. 1002.85(2)(h), F.S. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint.

V. ACCESS

34. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the SR Program during normal business hours, except as otherwise restricted by government facilities.
35. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the SR Program during normal business hours and upon request by COALITION or the Office of Early Learning. Records that are stored off-site shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

36. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family information. PROVIDER agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality agreements will be maintained by the PROVIDER and provided to the COALITION upon request. Information associated with the SR Program shall only be made available in accordance with the restrictions of s. 1002.97, F.S. For the purposes of records of children enrolled in the SR Program, this Contract is considered an interagency agreement for the purpose of implementing the SR Program as described in s. 1002.97(3)(g), F.S. Accordingly, to the extent that PROVIDER receives school readiness records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.97, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.97, F.S.
37. **Record Maintenance.** PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the SR program. The records must be maintained for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
38. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the SR program before the conclusion of the retention period for SR records as described in paragraph 37, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the SR program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all SR records required to be maintained under paragraph 37, to COALITION no later than the close of business on the day PROVIDER ceases to offer the SR program.

VII. COMPENSATION and FUNDING

39. **Method of Payment.** PROVIDER reimbursement for eligible children will be based on the child care certificate (also known as a payment certificate) issued by COALITION and presented by a parent, and through the use of the procedures outlined herein.
40. **Reimbursement Rates Established.** PROVIDER agrees to provide documentation of its published private child care rates included in Exhibit 3. PROVIDER agrees to accept the

approved PROVIDER reimbursement rate which is the lesser of the COALITION maximum reimbursement rate established by COALITION and approved by Office of Early Learning, identified in Exhibit 3. PROVIDER is paid based on budget availability, at the approved PROVIDER reimbursement rate less any parent co-payments assessed by COALITION as reflected on the child care certificate.

41. **Gold Seal Rate.** PROVIDER agrees to provide documentation of its Gold Seal Quality Designation. Gold Seal providers shall receive the Gold Seal rate identified in Exhibit 3 for all care levels which have received a Gold Seal Quality Designation.
42. **Special Needs Rate.** PROVIDER will receive a special needs rate identified in Exhibit 3 when providing services to a child with an identified special need. A special need child is defined as a child who has been determined eligible as a child with a disability in accordance with Chapter 6A-6, F.A.C., and is participating in a program for children with disabilities provided by the school district or a child who has an individualized educational plan (IEP) or family support plan (FSP).
43. **Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child care rates or its Gold Seal status, if applicable. PROVIDER acknowledges that COALITION is prohibited from making payments, inclusive of Gold Seal or special needs rate differentials, which would cumulatively exceed PROVIDER's private payment rate. In the event that any information submitted by PROVIDER in Exhibit 3 changes, PROVIDER must notify COALITION in writing of the change no later than close of business on the day of the change. COALITION may amend PROVIDER's reimbursement rate based on the information submitted by PROVIDER or any of the factors identified in this paragraph. COALITION must notify PROVIDER, in writing, of any change in reimbursement rate at least thirty (30) calendar days before the change is implemented.
44. **Rates and Fees for Parents.** PROVIDER acknowledges that it is prohibited from charging parents receiving SR services a higher rate than that charged to private pay parents. In addition to the parent co-payment assessed by COALITION, PROVIDER must provide the parent with a list of any fees it charges and, if applicable, written notice of the difference between the private pay rate and SR reimbursement, prior to the parent enrolling his/her child in PROVIDER's SR program. PROVIDER is prohibited from charging any fees other than the parent co-payment or those fees provided to the parent on the fee list described above.
45. **Military Subsidies.** PROVIDER agrees that it will notify COALITION if it receives military subsidy payments through or from the Child Care Aware of America[®] (formally NACCRRRA) or any legal successor organizations, on behalf of any child enrolled in PROVIDER's SR program. PROVIDER understands that its SR reimbursement rate may be changed as a result of receipt of such military subsidy payments. If PROVIDER fails to report receipt of such military subsidy payments, PROVIDER will be subject to fraud investigation for violation of the requirements of the SR program.
46. **Co-payment.** As required by s. 1002.84(8), F.S., and Rule 6M-4.401, F.A.C., PROVIDER shall collect the assessed parent co-payment in accordance with Rule 6M-4.400, F.A.C., from the parent.
 - a. **Co-payment Amount.** The amount of the co-payment which must be collected for each child is included on his or her child care certificate. In the event that an assessed parent co-

payment is changed by COALITION, COALITION will send the PROVIDER written notice of the change. Only co-payment changes from the COALITION are valid.

- b. **Co-payment Assessment and Collection.** Assessed parent co-payments are automatically deducted from PROVIDER's monthly reimbursement. PROVIDER is required to collect parent co-payments.
 - c. **Co-payment Documentation.** PROVIDER must give the parent a receipt for each co-payment made by the parent and retain receipt records for all child care co-payments. Upon request, PROVIDER shall provide a current accounting and copy of co-payment receipt records to the COALITION. COALITION will use this documentation to ensure parents who transfer their children to another child care provider have met their co-payment obligations before receiving additional school readiness services.
47. **Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes Ten (10) days per year as set forth in Exhibit 4: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Pursuant to Rule 6M-4.500, F.A.C., reimbursement may be made for up to twelve (12) recognized holidays per year.
48. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3rd) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.
49. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
50. **Emergency Temporary Closure.** PROVIDER agrees all requests for compensation for temporary closures beyond PROVIDER's control will be handled in accordance with Rule 6M-4.501, F.A.C.
51. **Disallowed Costs.** Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the SR Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER shall be subject to collection efforts and/or funds may be obtained from other early learning programs. PROVIDER shall have an opportunity to substantiate or appeal the decision of a questioned or disallowed cost. Any unresolved questioned costs may become disallowed costs.
52. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))

53. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

VIII. FINANCIAL CONSEQUENCES

54. As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this contract or terminate the contract.

IX. NONDISCRIMINATION

55. **Discrimination Prohibited.** PROVIDER agrees not to discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. PROVIDER will comply with the terms of 45 C.F.R. §98.47 regarding non-discrimination against staff persons on the basis of religion.

X. NONCOMPLIANCE, PROBATION AND TERMINATION

56. **Noncompliance Determination.**

- a. **Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the SR program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing.
- b. **Probation.** If COALITION concludes that PROVIDER has received a corrective action notice for the same violation two or more times or have had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, PROVIDER shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by COALITION or submission of documentation related to the violation. COALITION must notify PROVIDER in writing of the terms and duration of the probation, including required timelines. The terms of the probation must correlate to the basis of the corrective action.

57. Termination for Cause.

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; (b) The material failure to comply with the terms of this Contract, including, but not limited to, failure to implement corrective action or comply with the terms of probation as described in paragraph 56 above; (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 63.

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 64. 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.

58. 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 that actions or inactions of a PROVIDER 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 64.

59. Revocation of Eligibility. In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 56., 57., or 58., COALITION may revoke PROVIDER's eligibility to deliver the school readiness program for a period of five (5) years. In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the 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 the COALITION, and whether the PROVIDER had previously violated there terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

60. 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 and alternative arrangements for uninterrupted services shall be made at least thirty (30) calendar days before the termination date 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.

61. **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 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 SR hours completed prior to termination of this Contract.
62. **Eligible Child Care Provider.** In order 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 shall 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 58. 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.
63. **Fraud.**
 - a. **Anti-Fraud Plan.** PROVIDER agrees to comply with the anti-fraud plan established by COALITION in accordance with s. 1002.91, F.S.
 - b. **Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(6)(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.
 - c. **Suspension 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 64. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
 - d. **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., the 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.
 - e. **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.

64. **Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 5: 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.
65. **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, then 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 has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of the revised Exhibit 1 showing any stricken locations to the PROVIDER. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.
66. **Litigation and Venue.** In the event that 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 which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XI. NOTIFICATION

67. **Information Change Notification.** PROVIDER agrees to report any changes in contact or program information within fourteen (14) calendar days or temporary emergency closings of the SR program within two (2) calendar days. Permanent business closings or changes in business location or ownership must be reported at least thirty (30) calendar days prior to changes. PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
68. **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 shall 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 named party or defendant and which relates to the PROVIDERs operation at any location at which SR services are being provided.
69. **Notification of Disqualification or Public Assistance Fraud.**

- a. PROVIDER shall notify COALITION within five (5) calendar days if the 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 shall 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.

70. Contact Persons.

- a. **Coalition Contact.** The representative for COALITION for the purposes of this Contract is Selena McNeely who can be contacted at 321-637-1800 Ext. 2026 or by email at smcneely@elcbrevard.org.
- b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is Amy White who can be contacted at 321-733-0442 or by email at whitea@odysseycharterschool.com.
- c. **Contact Change.** In the event that 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

- 71. PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, the Office 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 the 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, public school or school district, this paragraph is limited to the extent required by s. 768.28, F.S.**

XIII. SEVERABILITY

- 72. 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. NO AMENDMENTS

- 73. No attachments, amendments, 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: Provider Reimbursement Rates;

Exhibit 4: Holiday Schedule; Exhibit 5: Due Process Procedures; and Form OEL-SR 20L, Form OEL-SR 20LE, or Form OEL-SR 20FFN, as described in paragraph 7.

(Remainder of this page intentionally left blank.)

XIV. EXECUTION OF CONTRACT

In accordance with s. 1002.88(1)(p), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph I. 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, shall 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.

Amy White Amy White
Signature of President/Vice President/
Secretary/Officer/Owner/Principal/or Other Print Name
Authorized Representative

By Electronic Signature
Director of Preschool & VPK 6/14/16
Title Date

Wendi M. Nolder Wendi Nolder
Provider's Additional Signatory (If required by
the Provider) Print Name

By Electronic Signature
Site Administrator 8-10-16
Title Date

COALITION has caused this Contract to be executed as of the date set forth in paragraph I.

Sky Beard Sky Beard
Signature of Authorized Coalition Representative Print Name

By Electronic Signature
Executive Director 6/22/16
Title Date

Exhibit 1: Provider Location List

Provider Name: Odyssey Charter School, Inc. DBA Montessori Village Green

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, enter each name and physical location in the table below. If PROVIDER is executing a single Contract on behalf of multiple private SR sites within COALITION's service area, enter each name and physical location in the table below. If PROVIDER is using a different curriculum or curricula at various sites, enter the name of the curriculum or curricula used at each site. Identify the character development Program used at each site, if character development is included in the curriculum or curricula indicate as "included."

Note: PROVIDER may use multiple Exhibit 1 to list all locations that are included under this contract.

If COALITION determines a physical location to be ineligible to offer the SR program, COALITION will strike through the name and location in the table below and initial and date in the column titled "Official Use Only" and send a copy of this Exhibit to PROVIDER.

Location Number (DCF/FEIN Number)	Location Name	Physical Address	Curriculum (Date/Edition)	Official Use Only
			Character Development (Date/Edition)	
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Exhibit 2: Required Documentation

Provider Name: Odyssey Charter School, Inc. DBA Montessori Village Green

PROVIDER must mark the appropriate box in each section or subsection 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. Private Child Care Rates

- PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

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

3. Documentation of Eligible Child Care Provider

Private SR Providers

- PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.
- PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number.
- PROVIDER has provided a copy of its certificate of accreditation.
- PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.
- PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

- PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.
- PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption 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 has provided evidence of liability insurance.

4. Specialized Program Type

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

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s).

Exhibit 3: Provider Reimbursement Rates

Provider Name: Odyssey Charter School, Inc. DBA Montessori Village Green

Provider Operational Hours: M-F 6am-6pm

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. 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? Yes No

PROVIDER's Private Pay Rates
(To be Completed by PROVIDER)

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	NA	NA	NA	23.75	18.00	18.00	20.00	NA
Part-Time Daily Rates	NA	NA	NA	18.00	18.00	18.00	NA	NA
Before or After School Rates	N/A	N/A	N/A	N/A	13.00	13.00	13.00	NA

COALITION Maximum 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	25.98	22.70	21.75	19.71	19.71	19.00	17.46	25.98
Full-Time Gold Seal Daily Rates	31.17	27.24	26.10	23.65	23.65	22.80	20.95	31.17
Part-Time Daily Rates	19.49	17.03	16.31	14.78	14.78	14.25	13.10	19.49
Part-Time Gold Seal Daily Rates	23.38	20.43	19.57	17.73	17.73	17.10	15.72	23.38
Before or After School Rates	N/A	N/A	N/A	N/A	14.78	14.25	13.10	19.49
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	NonGS-PR3 16.11, PR4 16.11, PR5 15.48	N/A	N/A	N/A
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	NonGS- PR3 9.84, PR4 9.84, PR5 9.48	N/A	N/A	N/A

Approved PROVIDER Reimbursement Rate*
 (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	NA	NA	NA	19.71	18.00	18.00	17.46	NA
Part-Time Daily Rates	NA	NA	NA	14.78	14.78	14.25	NA	NA
Before or After School Rates	N/A	N/A	N/A	N/A	13.00	13.00	13.00	NA
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	14.32; 14.32; 13.70	N/A	N/A	N/A
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	7.36; 7.36; 7.11	N/A	N/A	N/A

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

Effective Date of Rates Established in This Exhibit 07/01/2016

Exhibit 4: Holiday Schedule

Provider Name: Odyssey Charter School, Inc. DBA Montessori Village Green

Holiday	Date Observed
Student Holiday	12/26/2016
Student Holiday	12/27/2016
Student Holiday	12/28/2016
Student Holiday	12/29/2016
Student Holiday	12/30/2016
Spring Break	4/10/2017
Spring Break	4/11/2017
Spring Break	4/12/2017
Spring Break	4/13/2017
Spring Break	4/14/2017

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 5: Due Process Procedures

Provider Name: Odyssey Charter School, Inc. DBA Montessori Village Green

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 the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.
 - 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 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 the 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 but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. Three of the members must be a mandatory member as set forth in section 1002.83(4) with at least one provider representative member.
 - 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, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual whom 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 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 shall assess the claim(s) the 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-persons 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. Notice of Review Hearing Conclusion.** 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 Review Hearing Committee must also appoint a Review Hearing Committee member or a Coalition staff person to prepare a written notice of the review hearing conclusion. (If the notice is developed by a Coalition staff person, the notice must be reviewed by the Review Hearing Committee in a subsequent public meeting and approved before being sent to the provider.) The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. Finally, if the majority of the Review Hearing Committee determines:

 - i.** That no part of the determination made by the Coalition was correct, the notice must state provider is not required to take further action.
 - ii.** That any part of the determination made by the Coalition is correct, the notice must identify the portion(s) determined to be correct. As applicable, the notice must also state:

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

The decision of the Review Hearing Committee is final.



STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
LICENSED PROVIDER RESPONSIBILITIES
FORM OEL-SR 20L

I. PARTIES AND PROVIDER TYPE

1. **Parties.** This document is executed as an attachment to the Contract made and entered into the 14th day of June, 2016, by and between the Early Learning Coalition of Brevard County, Inc. (herein referred to as "COALITION"), and Odyssey Charter School, Inc. DBA Montessori Village Green (herein referred to as "PROVIDER").
2. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), Florida Statutes (F.S.). This form is designed for use by licensed providers. PROVIDER must check the box to indicate PROVIDER's type:
 - A child care facility licensed under s. 402.305, F.S.
 - A family day care home licensed or registered under s. 402.313, F.S.
 - A large family child care home licensed under s. 402.3131, F.S.
 - A before-school or after-school program described in s. 402.305(1)(c), F.S., which has elected to be licensed.

II. LICENSED PROVIDER RESPONSIBILITIES

1. **Health and Safety.**
 - a. In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to offer basic health and safety of its premises and facilities and compliance with requirements for age-appropriate immunizations of children enrolled in the school readiness program. PROVIDER's compliance with ss. 402.305, 402.3131, or 402.313, F.S., satisfies this requirement.
 - b. In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to offer a healthy and safe environment pursuant to s. 402.305(5), (6), and (7), F.S., as applicable, and as verified pursuant to s. 402.311, F.S.
2. **Staff to Children Ratio.** In accordance with s. 1002.88(1)(d), F.S., PROVIDER agrees to maintain the required staff to child ratio in accordance with ss. 402.305(4), 402.302(8), or 402.302(11), F.S., as verified pursuant to s. 402.311, F.S.
3. **Insurance.**
 - a. **General liability insurance.** In accordance with s. 1002.88(1)(l), F.S., PROVIDER agrees to maintain general liability insurance and provide the coalition with written evidence of general liability insurance coverage, including coverage for transportation of children if school readiness program children are transported by the PROVIDER. PROVIDER must obtain and retain an insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. PROVIDER must add

the coalition as a named certificateholder and as an additional insured. PROVIDER must provide COALITION with a minimum of ten (10) calendar days' advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of this Contract. If the general liability insurance coverage required by this paragraph lapses, COALITION shall immediately terminate this Contract.

- b. Limitations on indemnification.** In accordance with s. 1002.88(1)(o), F.S., if PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), F.S., PROVIDER agrees to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28, F.S. PROVIDER shall indemnify COALITION to the extent permitted by s. 768.28, F.S.
- 4. Substitute Instructors.** In accordance with s. 1002.83(14), F.S., COALITION may request a list of all individuals currently eligible to act as a substitute teacher from a school district. PROVIDER may employ individuals listed as substitute instructors for the purpose of offering the school readiness program, the Voluntary Prekindergarten Education Program, and all other legally operating child care programs.