

Board Meeting Agenda Item Executive Summary

Supt.'s Office Use Only	
Board Meeting	9-4-07
Agenda	Consent
Item No.	_____

Board Meeting Date:	August 23, 2007
Submitted By:	Dr. Charles F. Hall
Item Description:	Agreement between Early Learning Coalition of Alachua County, Inc. and the School Board of Alachua County.

Purpose and Explanation:

This Agreement provides childcare services to infants of students enrolled in the Teen Parent Program. Contract is for 180-day (10-month) school year, which ends June 5, 2008.

Strategic Planning	Budgetary Impact
Strategy Number:	Funding Source (Description): FTE
Specific Result Statement:	General Fund: \$ 60,000
	Federal Projects:
	Food Service:
	Capital Projects:
	Other:
	Amount: \$ 60,000

Staff Attorney Review & Approval	Date:
	Initial:

AGREEMENT
Between
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA
And
THE EARLY LEARNING COALITION OF ALACHUA COUNTY, INC.
2007-2008

This agreement is made and entered into as of the 20th day of August, 2007, by and between EARLY LEARNING COALITION, INC., hereinafter called the "First Party," and the SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA, hereinafter called the "Second Party." The contract period is in effect for the 180-day (10 month) school year, which ends on June 5, 2008.

WHEREAS, the First Party provides childcare programs for children in Alachua County, which meet the standards of, the Alachua County Child Care Licensing.

WHEREAS, the Second Party wishes to have childcare services provided by the First Party to infants whose parents are enrolled in The Teen Parent Programs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree on the following:

1. Preschool Children. The First Party will provide childcare services for children, to be located in childcare centers throughout the county.
2. Performance Standards. The First Party will meet all childcare standards as outlined by Alachua County ordinance.
3. Records. First Party shall maintain accurate and complete records in:
 - a. Attendance of each enrolled child for whom reimbursement is claimed.
 - b. Amounts paid to First Party under this Agreement.

First Party shall retain all records and documents created by First Party pursuant to this Agreement for a period of five years or until completion of a Florida Department of Education program audit, whichever is later.

4. Reimbursement: General provisions regarding reimbursement are as follows:
 - a. Daily Rate. The Second Party will reimburse the First Party on a monthly basis at a daily rate not to exceed \$25.00 per child/per day. The total amount to be paid by the Second Party to the First Party shall not exceed \$60,000.
 - b. Administrative Cost. The Second Party will pay the First Party an administrative cost of 2.39% that is included in the \$60,000 contract. The First Party will invoice the Second Party at a monthly rate of \$142.80 for administrative cost.
 - c. Absences. Reimbursement shall be authorized for no more than three (3) absences per calendar month for each child. In the event an absence is due to extraordinary circumstances, First Party shall provide written approval for payment based on written documentation provided by the parent justifying the excessive absence up to an additional seven (7) days. Total monthly-reimbursed absences shall not exceed ten (10) calendar days. In the event that a child is absent for five (5) consecutive days with no contact from the parent, the provider shall notify First Party who in turn shall determine the need

for continued care. If termination is filed, First party will notify Lofton High School, the referring entity. The Second Party will not reimburse the First Party for student holidays. Storm days will be pupil holidays unless a hurricane or other emergency forces the shutdown of Schools. In that case, one or more of the storm days would be used for make up days. In such cases, the First Party would be reimbursed.

- d. Examples of extraordinary absences include the following:
 - 1. Hospitalization of the child or parent with appropriate documentation.
 - 2. Illness requiring home-stay as documented.
 - 3. Death in the immediate family with appropriate documentation (parents, grand parents, siblings, aunts, uncles, household relatives).
 - 4. Court ordered visitations.
- e. Non-reimbursable student holidays and storm days.

September 3..... Labor Day
October 26 Pupil Holiday
November 2..... UF Homecoming
November 21-23..... Thanksgiving Holidays
December 20-21..... Storm Day
December 24-Jan 4..... Winter Holidays
January 18 Pupil Holiday
January 21 Martin Luther King's Birthday
February 15..... Storm Day
February 18..... President's Day
March 28 Pupil Holiday
April 7-11 Spring Holidays
May 26 Memorial Day

- 5. Contact. The parties designate the following listed persons to coordinate this Agreement.

<u>EARLY LEARNING COALITION, INC.</u> Ms. Vicky Stark, Executive Director 515 North Main Street Gainesville, Florida 32601 Telephone: (352) 374-0964	<u>THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</u> Dr. Charles F. Hall, Director Title 1/Migrant Education/ Dropout Prevention 620 East University Avenue Gainesville, Florida 32601 Telephone: (352) 955-7634
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- 6. Term. The term of this Agreement will begin August 20, 2007 and end June 5, 2008. However, this Agreement may be terminated at any time by either party with or without cause upon thirty (30) days written notice to the other party.
- 7. Default. The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this agreement, the nondefaulting party shall notify the defaulting party in writing, stating specifically the provision which gives rise to the default. The defaulting party shall be entitled to a period of twenty (20) days to cure the default. In the event said default is not timely cured and notwithstanding paragraph 6 above, the non-defaulting party may immediately

terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or noncompliance.

8. In accordance with Section 1012.468(2)(b), Florida Statutes (2007), noninstructional contractors who are required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes are exempt from screening requirements set forth in ss. 1012.465 and 1012.467. First Party represents to Second party that:
- a. Each of its child care workers who will be providing services under this Agreement meets the screening standards in s. 435.04;
 - b. The First Party's and each child care worker who will be providing services under this Agreement has a license or certificate that is active and in good standing; and
 - c. Each child care worker who will be providing services under this Agreement has completed the criminal history check within five (5) years prior to beginning services under this Agreement.

First Party agrees to indemnify and hold harmless the Second Party, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, cost and attorney fees, arising out of or relating to First Party's failure to comply with one or more of the requirements of this paragraph and/or sections 1012.468, Florida Statutes.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

EARLY LEARNING COALITION, INC.

THE SCHOOL BOARD OF ALACHUA COUNTY
OF ALACHUA COUNTY, FLORIDA

BY: _____
Executive Director

BY: _____
Virginia S. Childs, Chairman

DATE: _____

DATE: _____

ATTEST: _____
W. Daniel Boyd, Jr., Superintendent

DATE: _____

APPROVED AS TO FORM

James F. Lang, Board Attorney