



## AGREEMENT BETWEEN

**YES FOR EARLY SUCCESS (Non-Profit/Coop)**  
**1201 Pacific Avenue Tacoma, WA. 98402**

AND

PROVIDER NAME:

PROGRAM NAME:

EIN:

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This Contract is made and entered into by and between YES FOR EARLY SUCCESS NON-PROFIT COOPERATIVE (hereinafter referred to as "YES") and Global Early Learning referred to as "Center" located at:

### ***THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:***

- EDUCATION – Kindergarten Readiness (Creative Curriculum, Al's Pals)
- Health – Child Development (Family Support Services)
- Resilience – Parents/caregivers are supported to meet the needs of their children/youth (Family Engagement Activities)

## **1. IT IS THE PURPOSE OF THIS CONTRACT**

To provide comprehensive ECEAP, in accordance with this contract, all exhibits and attachments, and YES Early Learning Program Manual, Google Classroom and required, monthly deliverables, ensuring compliance with Service Plans, ECEAP Performance Standards, state and federal regulations.

THEREFORE, IT IS MUTUALLY AGREED THAT:

### • **I. Contract Management**

- **1.1.** The Contract Manager as shown on page 1 for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.
- **1.2.** Each party shall provide the other parties with written notice of any changes of the name and contract information regarding either party's designated Contract Manager. The written notice shall not be effective until fourteen business days from the date of the mailing. The requirements contained in the Section titled Contractor Staff of exhibit D shall apply to this Section (Section 1).



## EXHIBIT A: YES STATEMENT OF WORK

- **II. Notices**

- 1.1. Any notices or demand or other communication requires or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either email, delivered in person or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the address listed in Section 1 (Contract Manager).
- 1.2. Notwithstanding RCW 1.12.070, such communication shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice addresses as provided herein may be changed by written notice given as provided on page 1.

## 2. EXHIBITS AND ATTACHMENTS

Attached hereto and incorporated herein as though set forth in full are the following exhibits and attachments

- Exhibit A – Statement of Work
- Exhibit B – MOU
- Exhibit C – Deliverables Calendar
- Exhibit D – General Terms and Conditions
- Exhibit E – 2024- 2025 ECEAP Performance Standards

The parties agree that the exhibits and attachments listed in this paragraph shall be enforceable against the parties and are a part of this Contract.

## 3. STATEMENT OF WORK

The parties agree that the Center shall perform the activities and obligation as set forth and described in Exhibit A, Exhibit B, Exhibit C and Exhibit E, attached hereto and incorporated herein as though set forth in full. The Center shall also furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth and described in Exhibit A, Exhibit B, Exhibits C and Exhibit E. The center agrees to provide the services and product and activities at the costs set forth in this Contract.

## 4. PERIOD OF PERFORMANCE

Subject to the requirements of this Contract, the period of performance of this Contract shall commence Sept 1, 2024, and must be completed on or before June 15th, 2025. Dates are set by DCYF and supported through the support services of YES.



## 5. COMPENSATION

YES shall compensate the Center upon receipt of proper documentation within the deadline as prescribed, as required by YES and detailed in Exhibit A, Exhibit B, Exhibit C, and Exhibit E.

<b>BUDGET</b>	
<b>Slot Model</b>	<b>Funding</b>
School Day ECEAP Program	
<b>Maximum Allotted</b>	

*\*\*This budget is based on full time enrollment of assigned slots each month of this School Year; fully completed deliverables\*\**

### **Budget Adjustments and Amendments**

YES may increase or decrease the approved budget in this Agreement or make other changes to the Agreement based on noncompliance. Slot adjustments (increase or decrease) will require an Amendment to the Agreement, which will outline the reasons for any changes.

The parties have determined that the cost of accomplishing the work herein shall not exceed the amount in the table above. Any additional authorized expenditure, for which reimbursement is sought, must be submitted as written documentation following the “One-Time Funds” application process to the YES Contract Manager for pre-approval and established by a written Contract Amendment signed by all designated parties (CFO, Regional Director, Contractor). Compensation will be paid upon the timely completion of services as described in Exhibit A, Exhibit B, Exhibit C, and Exhibit E, and is contingent upon the acceptance of relevant work products and approval of claims by YES as described in the Contract.

## 6. BILLING PROCEDURE

- **6.1** Payment is contingent on receiving all of the required deliverables, including claim form with required signature of each Regional Director.
- **6.2** Claims will be received within thirty (30) days of the end of the month to the YES office per defined in Exhibit B. Claims submitted after such time are subject to non-payment.
- **6.3** Request for reimbursement of education or training expenses will be accepted only if training or educational/professional development activity was approved by YES prior to registration.
- **6.4** Documentation, in the form of transcripts or certificates of completion, will be received within 30 days of completion of education or training.



## EXHIBIT A: YES STATEMENT OF WORK

- **6.5** Provider claims will be reimbursed on a pay-point basis. Pay points are equal to the total amount of the contract divided by the number of months in the contract. Pay points will be invoiced upon completion of the deliverables specified in Exhibit C of this contract.
- **6.6** Payment to the Center for approved and completed work shall be made by warrant or Electronic Funds Transfer through ADP by YES and considered timely if made within 30 days of receipt of a properly completed claim. Payment shall be sent to the address designated by the Center and set forth in this Contract.
- **6.7** Each claim must clearly reference the YES ELMS Contract Number
- **6.8** Upon the expiration of this Contract, any claim or payment not already made shall be submitted to YES n later than 15 days following the expiration of this Contract. The final claim shall certify that the Center has “completed ALL requirements of this Contract.”
- **6.9** The deliverables outlined in the MOU shall be submitted BEFORE or on the due date. Claims for expenses incurred after the due date will not be processed until the Exhibit B -MOU is completed

### 7. SIGNATURES

THIS CONTRACT, including the exhibits and attachments described in section 2, in executed by the persons signing below who warrant they have read and understand this Contract and the exhibits and attachments. The persons signing below further represent that they have the authority to execute this Contract.

#### CENTER

TAX ID:

CENTER SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

PRINT:

DATE:

\_\_\_\_\_

\_\_\_\_\_



# EXHIBIT A: YES STATEMENT OF WORK

## YES Contractor

PROGRAM MANAGER

PRINT

DATE

\_\_\_\_\_

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\_\_\_\_\_

*Mary Curry, Executive Director  
Contract Manager*

## BUSINESS OFFICE USE ONLY: BUSINESS OFFICE USE ONLY:

ACCOUNT CODE:

CONTRACT NUMBER:

\_\_\_\_\_

\_\_\_\_\_

BUSINESS OFFICE APPROVAL

DATE:

\_\_\_\_\_

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## **1. INTRODUCTION**

- Early Childhood Education and Assistance Program (ECEAP) is Washington’s pre-kindergarten program that prepares birth through 5-year-olds furthest from opportunity for success in school and life. Since 1985, ECEAP has focused on the well-being of the whole child by providing comprehensive nutrition, health, education, and family support services. ECEAP reaches the children most in need of these foundations for learning.
- The Department of Children, Youth, and Families (DCYF) operates ECEAP Services, which may include any combination of PreK ECEAP, B-3 ECEAP, ECLIPSE, and Complex Needs Funding, through Contractors who design programs to fit their community needs, in compliance with all contract exhibits and attachments.
- Tribal Sovereign Nations may develop and operate ECEAP services in a manner that is culturally relevant and appropriate, and that is specifically suited to members of the Tribal Sovereign Nation, or other tribes, in accordance with corresponding tribal laws and policy, while performing work pursuant to this Contract or Subcontracts.
- In the event of an inconsistency in the requirements of current, applicable ECEAP Performance Standards and any applicable statute or rule, the inconsistency shall be resolved by giving precedence to the applicable section(s) of Chapter 43.216 RCW or Chapter 110-425 WAC.
- ECEAP contracts are renewal for Contractors in good standing, based on available funding.
- Starting in 2019-20, DCYF instituted quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose is to help achieve DCYF’s long-term child outcome goals, with a focus on building partnerships, advancing racial equity, and using data to learn and improve.

## **2. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meanings set forth below:

1. “Ancillary costs” means all costs and expenses associated with or arising from a purchase such as, but not limited to shipping, handling, taxes, installation.
2. “Complex Needs Funding” means specific funding designated by the Washington State Legislature to provide additional support in ECEAP classrooms to promote inclusive, least restrictive environments and support providers serving children with developmental delays, disabilities, behavioral needs, or other unique needs. ECEAP Contractors may apply for this funding annually.



## EXHIBIT A: YES STATEMENT OF WORK

3. “Concrete goods and services of last resort” means the provision of resources with ECEAP Services funding in situations where ECEAP families have no other community- or government-based resources to meet immediate need(s). Using ECEAP Services funding in these circumstances is a research-supported approach that increases family strengths, enhances child development, and reduces the likelihood of child abuse and neglect.
4. “Culturally Responsive” means including shared social behavior and norms within a society, which can include shared knowledge, beliefs, laws, arts, customs, habits, priorities, expectations and many other shared practices; being culturally responsive involves proactively engaging with people in ways that are appropriate within *their* cultural values, behaviors, and norms.
5. “Culturally Specific” means proactively learning and engaging the distinct cultural practices of others, referencing specific elements of that could be recognized as particular to *their* cultural ways.
6. “Cultural Adaptations” means modifications made to practices, customs, or expectations to better accommodate a specific culture’s values and norms. This includes providing culturally competent training to staff to ensure a comprehensive understanding of local needs, employee linguistically and culturally specific communication and access strategies, and adjusting intervention methods to align with diverse family structures and belief systems.
7. “Early Achievers” means Washington’s quality rating and improvement system (QRIS), to help early care and education programs offer high-quality care that supports each child’s learning and development.
8. “ECEAP Services” means administration, enrollment and eligibility, human resources, social/emotional and physical health coordination, education, and family support and engagement services as defined by this Contract and in Exhibit E, B-5 ECEAP Performance Standards, and Exhibit F, ECLIPSE Service Delivery Requirements.
9. “ECLIPSE” means Early Childhood Intervention Prevention Services and focuses on intervention and prevention services that are trauma-informed, healing-centered, and early learning center-based for families with children birth to five years of age; these services include therapeutic child, family, and classroom supports for eligible children enrolled in ECEAP services.
10. “ELMS” means the Early Learning Management System, the database where Contractors enter program and child information.  
“Family/caregiver” means the birth parent(s), relative caregiver (kinship care), foster parent(s), and/or adoptive parent(s) who act as caregiver(s) for a child.
12. “GOLD® by Teaching Strategies” means the proprietary child assessment system developed by Teaching Strategies, LLC, and used to assess multiple developmental domains for all ECEAP children.



## EXHIBIT A: YES STATEMENT OF WORK

13. "Indirect costs" means the shared costs of an organization necessary to the operation and the performance of its programs. This may include fiscal, payroll, information technology, human resources, and other costs associated with operating and maintaining staff and workspace.
14. "Licensed provider" means an individual or entity that provides child care and early learning services for a group of children, birth through twelve years of age that is licensed by the DCYF, pursuant to RCW 43.216.295, unless exempt under RCW 43.216.010(2) and WAC 110-300-0025.
15. "License exempt provider" means an individual or entity that provides child care and early learning services for a group of children, birth through twelve years of age, that is exempt from licensing requirements by the DCYF, pursuant to RCW 43.216.295, based upon RCW 43.216.010(2) and WAC 110-300-0025.
16. "Limited English proficiency" (LEP) means a person's primary language is other than English and there is a limited ability to communicate in English.
17. "MDT" means Multi-Disciplinary Team established by the contractor to include at least: child's parent(s)/primary caregiver(s) and child's primary teacher; it could include WISE staff, referral source, and any others who are providing services to the child/family.
18. "MERIT" means the Managed Education and Registry Information Tool, Washington's online database for early care and education professionals to find training, information on career pathways, track their career progress, and request portable background checks. ECEAP lead teachers, assistant teachers, and family support staff enter their staff qualifications in MERIT.
19. "Non-classroom staff" means staff members who do not work in the ECEAP classroom and would have unsupervised access to ECEAP children, such as bus drivers, kitchen, and custodial staff.
20. "Non-traditional remote service" (NTRS) means service delivery other than in-person due to an emergency situation.
21. "Performance Based Contracting" means DCYF's focus on continuous improvement and equitable delivery of services by using data and research intentionally to understand and identify opportunities for improvement.
22. "Slots" means the number of available spaces for enrolled ECEAP children at any one time. More than one child may occupy a slot in the course of a school year, as children leave the program and new children are enrolled. Standard Part Day and School Day slots are generally funded at an administrative rate during July, August, and June and at a comprehensive services rate from September to May.



## EXHIBIT A: YES STATEMENT OF WORK

- **(1)** “B-3 ECEAP” slot means ten (10) or more hours per day, five (5) days per week, year-round.
- **(2)** “Part Day” slot means a minimum of three (3) hours per class session, 360 hours per year, and 30 weeks per year.
- **(3)** “School Day” slot means an average of six hours per day (5.5-6.5), a minimum of 1,000 hours per year, over at least 30 calendar weeks. Classes may be four or five days per week throughout the school year.
- **(4)** “Working Day” slot means a minimum of 2,370 hours a year, ten (10) or more hours per day, five
- **(5)** days per week, and year-round. Closures are allowed up to 23 days per year.
- **(5)** “ECLIPSE” is funding that is layered on existing Working Day or School Day PreK ECEAP, B-3
- ECEAP slots, and upon prior approval, other early learning services.
  1. “Transportation” means transportation of children enrolled in B-3 ECEAP, PreK ECEAP and/or receiving
  2. YELPM means YES Early Learning Program Manual (Our Guidebook)

### 3. PERFORMANCE-BASED CONTRACTING MEASURES – CENTER PARTICIPATION

Starting in 2019-20, DCYF instituted quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose is to help achieve DCYF’s long-term child outcome goals, with a focus on building partnerships, advancing racial equity, and using data to learn and improve.

Center Participation (ECE Program)

The Center must participate in:

- 3.1 **Collaboration Calls/Meetings:** Regularly scheduled center collaboration calls/meetings with YES (Contractor) to support continuous quality improvement and implementation of program services.
- 3.2 **Center Director Meetings:** Center Director Meetings and associated activities by sending a representative (Lead ECEAP teacher) to each YES meeting.
- 3.3 **Required Meetings and Trainings:** Attendance at required meetings and trainings, per the Training and Meeting Calendar available on the YES ODOO members portal.
- 3.4 **Annual Self-Assessment:** Participation in the YES annual Self-Assessment process.
- 3.5 **Monitoring and Audit Activities:** Participation in onsite and desk monitoring and audit activities, which may include but are not limited to:



## EXHIBIT A: YES STATEMENT OF WORK

- 3.5.1 **Monitoring Activities:** 3.5.1.1. Review of deliverables listed in this contract. 3.5.1.2. Google Classroom monthly audit by the Regional Director. 3.5.1.3. Intensive on-site program reviews to monitor compliance with program requirements. 3.5.1.4. Site visits to review records, observe implementation of services, or follow up on compliance issues. These visits may be unannounced. 3.5.1.5. Review of the Center's compliance with the Protection of Confidential Information Section of this contract.
- 3.6 Deliverables Submission: Submission of items outlined in Exhibit C: Deliverables Calendar completely and on time.
- 3.7 **Reviews and Audits:** Participation in reviews or audits conducted by YES, the State of Washington DCYF Auditor's Office, DCYF designee, United States Department of Agriculture (USDA), or any other program funder.
- 3.7.1 **Right of Access:** YES, DCYF, and the State of Washington have the right to monitor and evaluate performance, compliance, and quality assurance under this contract. The Center shall provide a right of access to its facilities to the parties named above or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

#### 4. PRIOR APPROVAL

The Center must obtain prior written approval from the YES Contract Manager before:

- 4.1 **Enrolling Over-Income Children:** Enrolling over-income children. Include your Family Engagement Support Staff and Team Manager on communication about enrollment.
- 4.2 **Changing Class Dates:** Changing class start or end dates.
- 4.3 **Adding or Moving Classrooms:** Adding or moving an existing classroom.
- 4.4 **Changing Classroom Location:** Adding or changing a classroom location.
- 4.5 **Major Remodeling:** Beginning a major remodeling of the site, including planned use of space not previously approved by the fire marshal's office or DCYF.
- 4.6 **Changing Slot Numbers:** Changing the number of slots assigned to a site.
- 4.7 **Changing Service Area Boundaries:** Changing a service area boundary.
- 4.8 **Equipment Purchase Requests:** Requesting from YES the purchase of equipment with a unit cost of \$5,000 including ancillary costs or procuring equipment without prior approval.
- 4.9 **Selling or Disposing of Assets:** Selling or disposing of curriculum, equipment, and/or supplies purchased by YES.
- 4.10 **Changing Legal or Organizational Status:** Changing the Center's legal status, Center Director, Center Lead Teacher, or organizational structure related to the program.
- 4.11 **Exceptions to ECEAP Standards:** Implementing exceptions to ECEAP Performance Standards.
- 4.12 **Non-Student Days:** Scheduling non-student days, if providing the Extended Day Model.



## 5. NOTIFICATION TO YES

The Center must inform the YES Contract Manager immediately of:

- 5.1 **Serious Issues:** Any serious issue that may impact services for children or families.
- 5.2 **Potential Media Coverage:** Any issue that has potential for media coverage or when law enforcement is involved.
- 5.3 **CPS Reports:** A Child Protective Services (CPS) report related to program staff, facilities, or transportation. 5.3.1. Notification must be made to YES at the first opportunity and no later than 24 hours.
- 5.4 **Criminal Charges or Convictions:** A charge or conviction against the director or a staff person for a disqualifying crime under WAC 170-06-0120.
- 5.5 **Change of Address:** Change of physical address, mailing address, or phone number of the site.  
**Change of Contact Information:** Change of phone number or email address of the director.
- 5.6 **Change of Leadership:** Change of ownership, chief executive, or director of the program/site.  
**Change in Licensing Status:** Change in standing with DCYF child care licensing (loss of license, moving out of good standing).
- 5.7 **Premises Damage:** A fire, major structural change, or damage to the premises.
- 5.8 **Classroom Management Concerns:** A persistent concern or issue related to classroom management, including staff behavior, staff absences, conditions of the physical environment,
- 5.9 or children of concern, including Active Supervision. Follow the YES Incident Notification
- 5.10 Procedure available in the YES Early Learning Program Management System.

## 6. EARLY LEARNING MANAGEMENT SYSTEM (ELMS)

- 6.1 6.1. Data Entry and Maintenance: The Center must enter and maintain accurate data in ELMS and MERIT. This includes ensuring all data is entered in ELMS according to Exhibit C: Deliverables Calendar and the ELMS ECEAP Data Entry-Minimum Requirements document, which is linked from the ELMS news page.
- 5.2 6.2. Transferring ELMS Records: When transferring ELMS records from another ECEAP Contractor, the Center must obtain written permission from parents before requesting that YES contact DCYF to transfer ELMS records. The Center must keep a copy of this permission and document it in ELMS.
- 6.3 6.3. Data Extracts for Analysis: DCYF provides extracts of certain data from GOLD by Teaching Strategies and ELMS for the purpose of longitudinal analysis. This data includes fall, winter, and spring Teaching Strategies GOLD Online checkpoints, child names and birthdates, duration of ECEAP services, and demographic information, including all family support notes. This data is matched with K-12 and workforce data and de-identified so that researchers will not be able to identify individual children.



## 7. RECRUITMENT, ELIGIBILITY, ENROLLMENT, AND FAMILY SUPPORT

The Center must:

- 7.1 **Eligibility Verification:** Verify children's eligibility for ECEAP in accordance with the Eligibility Section of the YES ELPM.
- 7.2 **Enrollment Prioritization:** Prioritize eligible children for enrollment in available ECEAP slots.
- 7.3 **Extended Day Eligibility:** If contracted to provide Extended Day classes, ensure additional eligibility criteria are met for children before enrolling.
- 7.4 **Staff Training and Certification:** Ensure staff verifying ECEAP eligibility and enrollment complete the DCYF Eligibility and Enrollment training and maintain certificates of completion. Staff who determine eligibility must be trained on proper eligibility determination practices and the importance of protecting program integrity and the public trust. Fraudulent eligibility practices may lead to suspension or termination of ECEAP contracts, requiring the Center and YES to discontinue the subcontract or terminate the involved employees, and referring cases for criminal prosecution.
- 7.5 **Ongoing Recruitment:** Conduct ongoing recruitment throughout the year according to the Recruitment Section of the YELPM.
- 7.6 **Full Enrollment Maintenance:** Maintain full enrollment according to the Enrollment Section of the YELPM. YES reserves the right to discuss strategies for full enrollment and deadlines with the Center.
- 7.7 **Attendance Assurance:** Ensure that children are available to attend each class session, with the exception of temporary absences due to illness or other reasons communicated by the family as they occur.
- 7.8 **7.8. DSHS Contact Information:** DCYF will provide YES with contact information for families receiving services from the Department of Social and Health Services (DSHS) who have children who are potentially eligible for the services of this contract. This contact information consists of names and addresses and is to be used solely for recruitment and enrollment purposes for this program. Centers who choose to receive this contact information must:
  - 7.8.1 Protect the information and all documents generated from this information from unauthorized physical or electronic access.
  - 7.8.2 Refrain from transferring this contact information via email.
  - 7.8.3 Submit a Confidential Notice of Non-Disclosure Form to YES for each staff member who may access this contact information.
  - 7.8.4 Limit access to the contact information to persons who have signed the Notice of Non-Disclosure Form.



## EXHIBIT A: YES STATEMENT OF WORK

7.8.5 Refrain from using the contact information for any purpose other than recruitment of families for participation in the services provided under this contract.

7.8.6 Destroy this contact information given by DCYF at the end of the annual recruitment period.

### 8. PORTABLE BACKGROUND CHECKS

**Portable Background Checks (PBCs):** Centers must ensure that DCYF portable background checks (PBCs) are completed for all persons who have or may have unsupervised access to children during ECEAP programming, including transportation and other services during ECEAP hours. Centers must disqualify persons from unsupervised access to children in accordance with WAC 170-06-0070.

### 9. LICENSING

Centers that contract with YES must be fully licensed and enrolled in Early Achievers.

### 10. EARLY ACHIEVERS PARTICIPATION

**Early Achiever Participation Requirements.** The Center must:

- 10.1 **Enrollment:** Be fully enrolled in Early Achievers.
- 10.2 **Point of Contact:** Have a point of contact through an Early Achievers coach.
- 10.3 **Site Checklist:** Ensure YES provides a completed indoor and outdoor site checklist.
- 10.4 **FCCERS Utilization:** Utilize FCCERS to provide educational support.
- 10.5 **Rating Requirements:** Ensure each site with a child care license rates a Level 4 or Level 5 in Early Achievers within 24 hours of assessment.
- 10.6 **Remedial Activities:** Ensure that sites rated Level 2 or Level 3 comply with the Early Achiever Remedial Activities timeline.
- 10.7 **ECEAP Classroom Standards:** Ensure ECEAP classrooms within Licensed Pathways sites meet the minimum Early Achievers thresholds in FCCERS or ERS.
- 10.8 **Support for Sites:** YES will support sites with coaching, training and resources to attain or maintain a Level 4 or Level 5 rating.
- 10.9 **Compliance for Lower Ratings:** Sites that rate a Level 3 or lower must comply with the Early Achiever Remedial Activity Policy.
- 10.10 **Funding Continuation:** Sites not rated Level 4 or Level 5, based on DCYF requirements, and that have not participated in ongoing coaching and quality improvement, will not receive continued funding through ECEAP.

### 11. STAFFING, QUALIFICATION, AND PROFESSIONAL LEARNING

The Center will: **Center Requirements for Lead Teachers**

- 11.1 **Application Submission:** All lead teachers must complete an application for DCYF review. The completed applications must be stored in the YES business office.



## EXHIBIT A: YES STATEMENT OF WORK

- 11.1 **Application Submission:** All lead teachers must complete an application for DCYF review. The completed applications must be stored in the YES business office.
- 11.2 **Educational Requirements:** All lead teachers must meet DCYF lead teacher education requirements. If a center believes their lead teacher candidate is not fully qualified, YES must ensure the hired staff meets minimum requirements and establish a Professional Development Plan with the Regional Director for guidance, coaching, and quarterly reviews.
- 11.3 **Substitute Teachers:** If a provider needs a substitute for an ECEAP lead teacher for more than two weeks, the substitute must meet ECEAP lead teacher requirements.
- 11.4 **Monthly Deliverables:** Lead teachers must complete monthly deliverables as defined in Exhibit C for the program to receive payment.
- 11.5 **Required Training:** Lead teachers must complete all required training per PDTR-10 and PDTR-11.
- 11.6 **Recruitment and Selection Policies:** Centers must have written policies and procedures for the recruitment and selection of staff, per PDTR-12.
- 11.7 **Training Plan:** YES must create a training plan through engagement and interactive training activities, which will be held from August 12 through September 15, 2024. Please review Exhibit B for details.
- 11.8 **Adherence to Standards:** The Center must adhere to the Professional Development, Training, and Requirements (PDTR) as outlined on pages 11–20 of the Performance Standards 2024-2025.

### Support for Professional Learning

- 11.9 **Professional Learning Support:** The Center must support the professional learning of staff by providing regularly scheduled time for:
  - 11.9.1 **Curriculum Planning:** Allocate time for staff to engage in curriculum planning.
  - 11.9.2 **Reflective Practice:** Facilitate reflective practice sessions with the EA coach, Regional Director, and YES Peer Learning Group.
  - 11.9.3 **Required Training Attendance:** Ensure staff attend required training provided by YES to support ECEAP Performance Standards.
  - 11.9.4 **Professional Development Hours:** Ensure that teachers and Family Support Specialists complete a minimum of 20 hours of professional development each year. Document the hours and submit them to [hr@yesforearlysuccess.org](mailto:hr@yesforearlysuccess.org) for inclusion in personnel files.



## 12. CHILD SAFETY

### Child Health, Safety, and Well-Being Requirements

- 12.1 **Primary Concern:** Children's health, safety, and well-being must always be the primary concern of the Center in the delivery of services under this contract. The Center must report child abuse and neglect in accordance with RCW 26.44.030. If the Center, or any of the Center's employees, has reasonable cause to believe that a child has suffered abuse or neglect from any person, the Center or employee must immediately report such incidents to CPS Intake at 1-866-ENDHARM. This requirement includes suspected abuse or neglect that occurs when a child is in the care of the Center.
- 12.2 **Training on Abuse and Neglect:** The Center must ensure that managers, board members, employees, and volunteers of the ECEAP who will or may have contact with ECEAP children complete training on child abuse and neglect, including reporting procedures, annually before working with children or families. The required training is available on the DCYF online training portal (PAO-20).

## 13. POLICIES

**Policies:** The Center will:

- 13.1 **Internal Policy Maintenance:** Maintain internal policies governing its own business systems, fiscal management, and personnel. If a Center policy conflicts with a YES policy, the more restrictive policy will prevail.

## 13. SERVICE AREA AGREEMENT

- 14.1 **Service Agreements:** DCYF requires that Service Agreements are maintained with each neighboring ECEAP and Head Start grantee in the form of a Memorandum of Understanding (MOU). As YES is a statewide contractor, each Regional Director will work with area contractors to build relationships to ensure parent choice, program support, and child continuity are prioritized in each community.
- 14.2 **Confidentiality of Agreements:** A completed list of Service Agreements is confidentially held with DCYF and the YES Business Office (PAO-2).
- 14.3 **Slot and Fund Reclamation:** DCYF reserves the right to reclaim slots and funds if the Contractor (YES) or any of its subcontractors are recruiting within the service area. Therefore, YES will support the Center in securing ECEAP slots through Family Support and Regional recruitment. If a Center is unable to maintain its assigned slots, the slots will be re-assigned within its Region. The goal is 100% ECEAP enrollment.



## 15. PUBLICATIONS

- 15.1 **Publications:** The award of this contract to the Center is not in any way an endorsement of the Center or the Center's services by YES or DCYF and shall not be construed as such in any advertisements without direct permission from YES and DCYF.

## 16. USE OF FUNDS

YES Restrictions of Use of ECEAP Funds

Use of Funds: YES, as the Contractor, cannot use funds for the following:

- 16.1 Costs not directly related to ECEAP service delivery.
- 16.2 Costs that exceed the Center amount allotted and Contractor amount.
- 16.3 Finance charges or late fees on purchases.
- 16.4 Any sectarian purpose.

### Center Responsibilities

- 16.5 **Financial Management System:** Maintain a financial management system with written policies and procedures ensuring strong internal control.
- 16.6 **Budget Tracking:** Have a budget to track all ECEAP payments, dates, and amounts.
- 16.7 **Monthly Deliverables:** Complete monthly deliverables and maintain a copy of monthly invoices signed by the Regional Director.
- 16.8 **Record Maintenance:** Maintain records for audit.
- 16.9 **School Day ECEAP Billing:** If the Center provides School Day ECEAP within a licensed child care, the Center may separately bill for the same children for hours that they receive care beyond ECEAP day and hours.
- 16.10 **Additional Funds and Contributions:** The Center may engage in efforts to obtain additional funds and in-kind contributions to expand or enhance service delivery. The Center must not solicit funds from families enrolled in ECEAP.

## 17. PURCHASE APPROVAL AND INVENTORY

- 17.1 **Approval Requirements:** YES must obtain prior written approval from DCYF, using the Purchase Request Form on the DCYF website, before using or contributing any ECEAP funds to acquire:
- o **a) Equipment:** Defined as any article of tangible, nonexpendable property having a useful life of more than one year with a unit cost or total purchase cost of \$5,000 or greater, including ancillary costs. Ancillary costs include, but are not limited to, tax, shipping, handling, and installation.



## EXHIBIT A: YES STATEMENT OF WORK

- **b) Playground or Facility Improvements:** Any improvements with a unit or total purchase cost of \$5,000 or greater, including ancillary costs. For playgrounds, this includes, but is not limited to, the costs for equipment and site preparation.
- **c) Cost Allocation Plan:** YES must provide a cost allocation plan if the purchase is not solely for ECEAP use.

### 18. INVENTORY

#### 18 Inventory Management

18.1 **Inventory Policies and Procedures:** YES must maintain inventory policies and procedures, including:

- Documenting and reporting lost or stolen equipment.
- Completing an inventory audit annually.
- Collecting all inventory distributed if a Center does not continue to serve ECEAP with YES as its contractor and returning it to DCYF or YES for its annual Inventory Review.

18.2 **Inventory Review:** The Regional Director and staff will conduct a thorough inventory to review the condition of items purchased through ECEAP funds.

18.3 **Inventory List and Records:** YES must maintain an inventory list and supporting records for equipment purchased in whole or part with ECEAP funds, including:

- a) All assets with a unit cost (including ancillary costs) of \$5,000 or greater with DCYF prior approval.
- b) The following assets with unit costs of \$300 or more: 1) Computer systems, laptops, notebook computers, or iPads. 2) Office equipment. 3) Communications and audiovisual equipment, including CD players, recorders, radios, TVs, VCRs, DVD players, cameras, and photographic projection equipment. 4) Appliances.
- c) Curricula in hard copies purchased by YES or DCYF on behalf of the Contractor.
- d) Other assets identified by the Contractor as vulnerable to loss.

18.4 **Inventory Details:** The inventory list and supporting records must include the following, if applicable:

1. Inventory Control Number.
2. Description of the asset.
3. Manufacturer or trade name.
4. Serial Number.
5. Contractor's acquisition date.
6. Order number from purchasing document.
7. Total cost or value at time of acquisition (including all ancillary costs).
8. Ownership status.
9. Depreciation (for capital assets).



## EXHIBIT A: YES STATEMENT OF WORK

10. Location.
  11. Useful life, in years.
  12. Disposal date, method, and salvage value.
- 18.5 **Return of Property:** Based on the discretion of DCYF, YES may be required to return to DCYF property purchased with contracted funding.