



**Coordinated Child Care of Pinellas, Inc.
6500 102nd Avenue, North
Pinellas Park, FL 33782**

**Child Care Quality Improvement Initiative
New Employee Screening and Training Scholarships**

2009/2010 Provider/Employer Agreement

This scholarship program is funded by the Juvenile Welfare Board (JWB) and administered through Coordinated Child Care of Pinellas, Inc. (CCC). The purpose is to assist child care centers and large family child care homes with the up-front costs associated with meeting Pinellas County License Board (PCLB) requirements when new employees are hired (i.e. Level II Background Screening, Introductory Child Care Training, competency exams, Early Literacy/VPK Emergent Literacy training, and Developmentally Appropriate Practices (DAP) training modules).

This Agreement is entered into between Coordinated Child Care of Pinellas, Inc, hereinafter referred to as “CCC” or the “Agency” and _____, a child care facility located at _____ in Pinellas County and hereinafter referred to as “Provider”.

This Agreement covers services provided through the Child Care Quality Improvement Initiative (CCQII) New Employee Screening and Training Program. This mutual Agreement is for the period commencing _____ and extending through September 30, 2010 for Agreement Year - October 1, 2009– September 30, 2010.

The Parties Agree:

I. The Referring Provider Agrees/Understands:

- A. The program (CCC) will pay for the Level II background screening, the required 30 hour Child Care Introductory training (Part I), one 10-hour DAP training (Part II), 5-hour Early Literacy or VPK Emergent Literacy training, and competency exams.
- B. I will notify my employee of any information I receive pertaining to the employee’s participation in the program.
- C. I will comply with requests for reports of the employee’s progress and employment status at the 90-day, 6-month and 1-year milestones from the date of hire.
- D. I will notify designated CCC staff of any changes to my employee’s work status (i.e. contact information, age group change, termination of employment, etc.
- E. I cannot automatically replace one participating employee with another. I must complete the entire referral process to refer any new employees to the program.

CCC Agrees to:

- A. Pay for the Level II background screening, 30 clock hours of training, one 10 hour DAP training, competency exams and Early Literacy or VPK Emergent Literacy training.
- B. Notify the employer of any changes or issues that may effect the employee’s participation in the program (i.e., failure to complete program requirements, limited funding, etc.)

- C. Notify the employer of any changes to the program (i.e., staff contact, program design changes, program requirements, etc.)

III. Termination:

A. Termination at Will:

This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause; notice will be delivered by certified mail, return receipt requested, or in person with proof of delivery

B. Termination Because of Lack of Funds:

In the event funds to finance this Agreement become unavailable, the Agency may terminate or modify this Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice will be delivered by certified mail, return receipt requested with proof of delivery, or in person. The Coalition/Agency will be the sole and final authorities as to the availability of funds.

C. Termination for Breach:

Unless the Provider's breach is waived by the Agency, the Agency may terminate the Agreement. A written notice of termination will be provided upon no less than twenty-four (24) hours and delivered by certified mail, return receipt requested with proof of delivery, or in person. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of the Agreement. The provisions herein do not limit the Agency's right to remedies at law or to damages.

IV. Indemnification:

The Provider understands and agrees that the Provider and CCQII participant(s) is/are not an employee of CCC or any of the funders and, as a result, is not covered under CCC's workers' compensation policy, nor is the Provider or CCQII participant(s) entitled to any employment-related benefits that may be offered to employees of CCC. As an independent business, the Provider is responsible for hiring their own employees and all the related legal responsibilities. The Provider is liable for all tax liabilities and obligations related to their entity including but not limited to employment and business related reporting and filing.

Each party to this Agreement will, indemnify, defend, and hold harmless the other party and its officers, trustees, funders, agents, employees, related companies and owners from and against any and all demands, claims, damages, to persons or property, losses and liabilities, including reasonable attorneys' fees (collectively claims), arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the provisions of this Agreement. This paragraph will not waive any statutory limitations of liability available to either party, nor will it waive any defenses either party may have with respect to any claim.

V. Modifications:

Modification of provisions of this Agreement will only be valid when they have been reduced to writing and duly signed. The parties agree to comply with modifications of this Agreement if Federal, State, Funder and/or Agency revision of any applicable laws or regulations make changes in this Agreement necessary.

VI. Notice and Contact:

The representative for the Agency for this Agreement is Julie Ulibarri, Program Manager for Provider Services who can be contacted at Coordinated Child Care, 6500 102nd Avenue North, Pinellas Park, Florida 33782, telephone 727-547-4276, or email julibarri@childcarepinellas.org. The representative of the Provider responsible for the administration of the program under this Agreement is _____.

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

IN WITNESS THEREOF, both parties have caused this Agreement to be executed.

COORDINATED CHILD CARE OF PINELLAS, INC.
A Florida Corporation

CHILD CARE PROVIDER

Authorized
Signature: _____

Authorized
Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____