

APPENDIX I

CHILD CARE PROGRAMS SERVICES AGREEMENT

THIS CHILD CARE PROGRAMS SERVICES AGREEMENT (this “Agreement”) is made and entered into effective as of this ____ day of _____, 2007 (the “Effective Date”), between the City of Seattle (the “City”), by and through its Department of Parks and Recreation (“DPR”), and the Associated Recreation Council (“ARC”), a Washington nonprofit corporation collectively, the “Parties.” Except where the two agreements conflict, this Agreement incorporates the terms and conditions of the Master Services Agreement (the “Master Services Agreement”) entered into effective as of ____ day of _____, 2007, by and between the Parties. This Agreement controls in the event of specific conflict with the MSA.

1. Responsibilities of ARC.

a. General. ARC shall provide such developmentally appropriate programs (the “Child Care Programs”) as the parties shall from time to time agree upon at facilities (the “Facilities”) specified in the Master Services Agreement. Such programs currently include the following:

- (1) Unlicensed school readiness programs for youth from ages three to five;
- (2) Licensed school age care programs for elementary school-age youth; and
- (3) Unlicensed out-of-school time programs for middle school-age youth.

b. Licenses. ARC shall comply with the terms and conditions of all applicable licenses necessary for the operation of the Child Care Programs, specifically including but not limited to the staffing and operational requirements in “Minimum Licensing Requirements for Childcare Centers Caring Exclusively for School Age Children,” or any successor publication or other applicable requirements of the Washington State Department of Social and Health Services

("DSHS") and the Washington State Department of Early Learning ("DEL"). including component agencies.

c. Program Operations.

(1) Program Standards. ARC shall conduct all aspects of the Child Care Programs, including ARC's program planning and purchase and handling of food and programmatic materials, in accordance with DPR Qualitative Standards ("Qualitative Standards") and amendments thereto.

(2) Programming. When designing its programs, ARC shall reflect DPR's program emphasis areas as established by the Mayor and DPR from time to time. These program emphasis areas will be identified periodically and included in the Qualitative Standards. Current program emphasis areas are environmental stewardship, healthy activities and cultural relevancy.

(3) Facilities. ARC shall notify both the Facility supervisor and the DPR Out of School Time ("OST") Manager immediately if ARC believes a Facility is out of compliance with licensing requirements or otherwise requires maintenance.

(4) Hours of Operation. ARC shall provide the Child Care Programs during such hours as are agreed to and specified in this Agreement. Unless the Parties agree otherwise, the daily hours of operation for each program shall be as follows, subject to such policies as the Superintendent of Parks and Recreation (the "Superintendent") may approve for special circumstances, such as early release days, in-service days and weather-related school closures:

- a. School readiness programs for youth from ages three to five: each daily program shall be no longer than three and a half hours and shall be conducted between the hours of 8:00 a.m. and 6:00 p.m.

- b. School age care programs for elementary school-age youth:
 - (i) Before School Programs: Two hours immediately prior to each school day, unless a program site has requested and been approved for earlier arrivals.
 - (ii) After School Programs: Three hours immediately following each school day, unless a program site has requested and been approved for late departures.
 - (iii) Day Camps: Eleven hours (7:00 a.m. - 6:00 p.m.) each day, unless a program site has requested and been approved for early arrivals and/or late departures.
- c. Out-of-school camps for middle school-age youth: camps will be between four and ten hours each day.

(5) Ratios. Staff-to-child ratios shall at all times meet or exceed ratios contained in applicable licensing requirements and Qualitative Standards.

(6) Scholarships.

- a. Reimbursement. ARC shall supply DPR with attendance documentation in a timely manner in order to obtain scholarship reimbursement from DSHS and other agencies or sources.
- b. ARC Scholarship Funds. As required under the Master Services Agreement, ARC shall establish, in consultation with DPR, realistic and sustainable biennial goals for scholarship funding to be reflected in ARC annual budgets beginning in 2008.

(7) Human Resources. High-quality staff and low employee turnover are of the utmost importance in creating a beneficial environment for children. Staff salaries, benefits, training and working conditions shall reflect a concern for the recruitment and retention of high-quality personnel. Consistent with these principles, ARC shall:

a. Recruit, hire, supervise, evaluate and, when appropriate, terminate ARC employees.

b. In addition to the requirement that all ARC Child Care Program staff have passed a Washington State Patrol background check (or its equivalent) as provided in Section 1(d)(10) of the Master Services Agreement, ensure that all staff employed in any DSHS licensed Child Care Program also have passed a DSHS background check. If a new staff person has passed the Washington State Patrol background check, such staff may begin work as soon as complete DSHS background check materials have been submitted, but continued employment is subject to passing the pending DSHS background check within the time reasonably expected for (DSHS) processing.

c. Provide supervision for ARC Child Care Program staff. At a minimum, each Facility shall have a Child Care Program Director or staff person designated as Program Lead who shall be on-site at all times when the program is operating to act on ARC's behalf.

d. Routinely solicit comments from DPR and appropriate Advisory Councils regarding ARC staff performance for use in ARC staff evaluation and employment procedures.

(8) Supplies. ARC shall provide all supplies such as toys, art supplies and curriculum materials, and food. The City may, at its option, provide additional equipment, materials and supplies to support the programs. All supplies, equipment and materials that ARC purchases for a Facility shall remain with that Facility and be surrendered to the City at the expiration or termination of this Agreement, unless the Parties agree otherwise. Food and other programmatic materials shall meet Qualitative Standards and, where applicable, licensing requirements. The cost of providing consumables shall be included in the program fees.

(9) Safety and Security. ARC shall comply with all safety and security policies and procedures now in effect or hereafter promulgated by DPR, the City, or Washington State. Relevant policies and procedures include, but are not limited to, the following: (i) incident and accident reporting; (ii) trip and travel guidelines; (iii) emergency management procedures; (iv) fire and evacuation drills; (v) maintaining and assuring accessibility of medical and emergency contact lists for both participants and staff; (vi) review and monitoring of sex offender bulletins; (vii) notification of Facility maintenance needs; and (viii) transporting program participants.

d. Quality Assurance.

(1) Program Evaluations. ARC shall develop and implement an annual evaluation plan of Child Care Programs by Advisory Councils, DPR staff, and participant parents and guardians through customer satisfaction surveys in a manner consistent with the requirements and procedures of the Master Services Agreement.

(2) Annual Report. On or before October 31 of 2008 and of each year thereafter, ARC shall submit to DPR an annual report describing the immediately preceding school year and summer programs. In addition to such other specific information as the

Superintendent may require, the report shall include, at a minimum: (i) enrollment and attendance data; (ii) a summary of Child Care Programs marketing activities; (iii) program staffing information such as turnover rates, participation in professional development and training programs, and pay ranges; (iv) a summary of ADA accommodation or special needs requests and actions; (v) a scholarship funding report; and (vi) a summary of applicable program evaluations.

(3) Program Audits. ARC shall participate in and promptly take all necessary actions to resolve issues identified through DPR or third-party program audits.

(4) Notification. ARC shall notify DPR's designee within one business day of any ADA accommodation requests in order to develop a coordinated resolution. Recognizing DPR is the license holder and therefore the primary point of contact with DSHS/DEL and other reporting agencies, ARC shall provide the DPR designee with advance notice of any impending visits or requests for information from licensing agencies. When advance notice is not practicable, ARC shall notify the DPR designee at the time of any such visit or request is made. ARC shall promptly notify DPR of any reports, findings, action plans or other official communications received from licensing agencies.

(5) Requests for Information. ARC shall supply DPR with such other information relating to the operation of the Child Care Programs as the Superintendent may reasonably request from time to time, within ten business days of the request or such other time period as the Parties may agree.

2. Responsibilities of DPR.

a. Licenses. Except for ARC's business license, the City shall secure and maintain during the term of this Agreement, all licenses, permits and similar legal authorizations necessary to conduct the Child Care Programs.

b. Facilities. DPR shall operate and maintain all Facilities consistent with applicable licensing requirements, DPR's customary standards for such Facilities, and DPR's licensed childcare operating agreement with DSHS/DEL.

c. Qualitative Standards. DPR shall provide to ARC its Qualitative Standards, including program emphasis areas that govern Child Care Programs. DPR may amend the Qualitative Standards only after consulting ARC and offering ARC a reasonable opportunity to comment on proposed changes.

d. Scholarships. DPR shall fund Child Care Program scholarships at a level established by the Mayor and City Council in DPR's biennial budget. DPR shall qualify all participants for scholarship and coordinate the reimbursement process for all child care scholarships utilizing attendance and other required data provided by ARC.

e. Program Audits. DPR will arrange program audits to ensure compliance with applicable licensing requirements and Qualitative Standards. In a timely manner, DPR shall provide ARC with audit results. Corrective action necessary to resolve audit findings shall be promptly implemented by the Parties consistent with their respective responsibilities under any applicable licensing requirements and the Qualitative Standards.

3. Coordinated Activities.

a. Enrollment. DPR shall establish enrollment policies and shall register participants for Child Programs upon receipt of completed registration packets from ARC. ARC

staff shall provide parents and guardians interested in enrolling their children in Child Care Programs with intake services consisting of, among other things, a program orientation, an explanation of child and parent expectations, and paperwork and payment requirements for enrollment. Registration packets shall be returned to the front desk of the facility at which the program is provided for processing by DPR. Once DPR receives a complete enrollment packet, DPR will register the participant and provide the relevant documentation to ARC.

Admission to all programs shall be on a “first come, first served” basis based on DPR’s receipt of complete enrollment packets and payment in full, or as established in the scholarship allocation policy. DPR shall establish and maintain enrollment and scholarship waiting lists and enroll from the lists as slots become available.

ARC shall track attendance for all Child Programs and shall not serve participants who are not included on the participant list maintained in the City’s registration system and have not paid enrollment fees in full. Enrollees may be considered paid in full if they are on an approved accounts receivable payment plan and are current in making expected payments or payment is confirmed to be made from an approved scholarship provider.

DPR shall have final decision-making authority with respect to participation in all Child Programs.

b. Fees Development and Approval. For the following academic year (i.e., September through August) for all Child Care Programs, ARC shall propose all-inclusive fees to DPR no later than November 1. Such fee proposals shall comply with the standards for fees provided in the Master Services Agreement unless the parties agree otherwise. DPR shall respond to ARC’s proposed fees no later than December 1. If DPR disagrees with any element of ARC’s fee proposal, the Parties shall collaborate to resolve DPR concerns. In the event a

mutually acceptable fee proposal is not achieved by December 15, the Superintendent shall make the final decision. ARC shall issue DPR-approved fee schedules for the following academic year to parents no later than March 15. ARC may at any time petition DPR for changes in Child Care Program fees to maximize participation; encourage access to Child Care Programs for underserved children; preserve Child Care Program viability; or for other good and appropriate reasons.

This timeline may be modified by the Parties as needed to respond to marketing and enrollment requirements such as deadlines for publication of program offering brochures, but the basic process prescribed shall apply to whatever timeline the Parties establish.

c. Monthly Coordination Meetings. Representatives of the Parties shall conduct coordination meetings monthly. ARC may propose discussion topics for such meetings and DPR will establish the agendas.

4. Termination. This Agreement may be terminated by written notice under the following circumstances: (a) a party has breached its obligations hereunder and such breach remains uncured for one hundred twenty (120) days after the non-breaching party has given notice to the breaching party describing such breach or, in the case of a breach by ARC, such other period as the Superintendent may reasonably determine; or (b) either party has defaulted in its obligations under this Agreement on three or more occasions during any consecutive 12-month period.

5. Self Help. In the event the Superintendent reasonably believes that ARC has caused or permitted any condition to exist that presents an imminent danger to the health and safety of program participants or DPR employees or that violates any material license term, the Superintendent shall provide notice of such condition to ARC. Within twenty-four (24) hours following receipt of any such notice or such other period determined by the Superintendent,

ARC shall correct or mitigate the condition to the reasonable satisfaction of the Superintendent. In the event that ARC either intentionally or negligently fails to satisfactorily correct or mitigate the condition within the prescribed time for performance, DPR may itself undertake the prescribed correction or mitigation. ARC shall reimburse DPR for DPR's cost of performing the correction or mitigation. Failure by ARC to correct or mitigate a condition giving rise to the need for DPR self help as provided herein or failure to reimburse DPR for its costs of performing the correction or mitigation shall represent a default under this Agreement for purposes of possible termination as provided in Section 4(b).

6. Amendment.

This Child Care Programs Services Agreement may be amended by mutual agreement of the Parties. The Superintendent of DPR or his functional successor is authorized to negotiate and execute amendments on behalf of the City and DPR.

DPR:

ARC:

CITY OF SEATTLE DEPARTMENT OF
PARKS AND RECREATION

THE ASSOCIATED RECREATION
COUNCIL

By _____
Timothy A. Gallagher
Superintendent

By _____
Bill Keller, Executive Director