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HUMAN SERVICES DEPARTMENT
CONTRACTS DIVISION**Snohomish County Human Services**3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
(425) 388-7200

CONTRACT SPECIFICS	Contract Number: <u>EL-23-60-22-290</u>		Maximum Contract Amount: <u>\$1,295,360</u>	
	Title of Project / Service: <u>Early Childhood Education and Assistance Program</u>			
	Start Date: <u>08/01/2023</u>		End Date: <u>06/30/2024</u>	
	Status Determination: <u>Subrecipient</u>			
CONTRACTING ORGANIZATION	Agency Name: <u>Edmonds School District</u>			
	Address: <u>20420 68th Ave W.</u>			
	City, State & Zip: <u>Lynnwood, WA 98036</u>		IRS Tax No. / EIN: <u>91-6001871</u>	
	Contact Person: <u>Lydia Sellie</u>		Unique Entity Identifier: <u>J61CDSWBJFG7</u>	
	Telephone: <u>425-743-7052</u>		Email Address: <u>selliel812@edmonds.wednet.edu</u>	
FUNDING SPECIFICS	Funding Authority: <u>Client Services Contract 24-1102</u>			
	ALN* No. & Title: <u>NA</u>			
	Funding Specifics: <u>State ECEAP</u>			
	Federal Agency: <u>NA</u>		Federal Award ID No: <u>NA</u>	
COUNTY	Federal Award Date: <u>NA</u>			
	Program Division	Contact Person	Contact Email	Contact Phone
	<u>Early Learning</u>	<u>Karen Matson</u>	<u>karen.matson@snoco.org</u>	<u>425-388-7251</u>

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions HSD-2018- 193-290, maintained on file at the Human Services Department:

Business Associate Agreement BAA-2018- 193-290, maintained on file at the Human Services Department:

Specific Terms and Conditions Attached as Exhibit A

ECEAP Performance Standards

Attached as Exhibit E

Statement of Work/Project Description Attached as Exhibit B

Approved Contract Budget Attached as Exhibit C

Approved Invoice Attached as Exhibit D

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

* ALN is the Assistance Listing Number formerly known as CFDA number for federal funding

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

Lydia Sellie 8/24/2023
(Signature) (Date)
Executive Director
(Title) of Business & Finance

Mary Jane Brell Vujovic 8/25/2023
(Signature) (Date)
Mary Jane Brell Vujovic, Director
Department of Human Services

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EXHIBIT A
SPECIFIC TERMS AND CONDITIONS
EARLY CHILDHOOD EDUCATION AND ASSISTANCE PROGRAM

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EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

EARLY CHILDHOOD EDUCATION AND ASSISTANCE PROGRAM

INTRODUCTION

The Early Childhood Education and Assistance Program (ECEAP) is Washington State's pre-kindergarten program that prepares 3- and 4-year-old children 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 ECEAP, 0-3 ECEAP, Early Childhood Intervention and Prevention Services and Complex Needs Funding, through contractors such as Snohomish County who design programs to fit their community needs, in compliance with all Contract exhibits and attachments. Snohomish County subcontracts with agencies such as tribal nations, school districts, non-profit organizations, and licensed childcares to deliver ECEAP services. 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.

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 renewable for agencies 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. 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.

ECEAP services contribute to the following DCYF Child Outcome Goals: Support to parents and caregivers to meet the needs of children, kindergarten-readiness, and child development.

I. DEFINITIONS FOR ENTIRE CONTRACT

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

- A. "Agency" means a public or private organization, including, but not limited to, school districts, educational service districts, community and technical colleges, private businesses, local governments, tribes, or nonprofit organizations (per RCW 43.215.415) providing subcontracted ECEAP services under a signed contract with Snohomish County.
- B. "Ancillary costs" means all costs and expenses associated with or arising from a purchase such as, but not limited to shipping, handling, taxes, or installation.
- C. "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.
- D. "Concrete goods and services of last resort" means the provision of resources with ECEAP funding in situations where ECEAP families have no other community-or government-based resources to meet immediate needs. Using ECEAP 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.
- E. "Contractor" means any organization that is a public or private organization, including, but not limited to, school districts, educational service districts, community and technical colleges, private businesses, Tribal Sovereign Nations, local governments, or non-profit organizations per RCW 43.216.515 providing ECEAP services under a signed Contract with the DCYF.
- F. "County" means Snohomish County; any division, section, office, unit, or other entity of Snohomish County; or any of the officers or other officials lawfully representing Snohomish County.
- G. "DCYF" means the Department of Children, Youth and Families; any division, section, office, unit, or other entity of DCYF; or any of the officers or other officials lawfully representing DCYF.
- H. "Early Achievers (EA)" means Washington State'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.

- I. "ECEAP" means the Early Childhood Education and Assistance Program, as established by Revised Code of Washington (RCW) 43.216.500-550 and Chapter 110-425-0030 Washington Administrative Code (WAC).
- J. "ECEAP services" means administration, enrollment and eligibility, human resources, health coordination, education, family support, and parent engagement services as defined in this Contract, Snohomish County Work Plan, and Exhibit E: ECEAP Performance Standards.
- K. "ELMS" means the Early Learning Management System, the database where Agencies enter program and child information.
- L. "Full services" means classrooms are open and at least some children are being served in this setting.
- M. "Indirect costs" means the shared costs of an organization necessary to the operation and the performance of its programs. This could include fiscal, payroll, information technology, human resources and other costs associated with operating and maintaining staff and workspace.
- N. "Licensed Provider" means an individual or entity that provides childcare and early learning services for a group of children birth through 12 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.
- O. "Licensed Exempt Provider" means an individual or entity that provides childcare and early learning services for a group of children, birth through 12 years of age, that is exempt from licensing requirements by the DCYF, pursuant to RCW 43.216.295, based on RCW 43.216.010(2) and WAC 110-300-0025.
- P. "Limited Language Proficiency" means a person's primary language is other than English and there is a limited ability to communicate in English.
- Q. "MERIT" means the Managed Education and Registry Information Tool, Washington's online database for early care and education and school-age 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.
- R. "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.
- S. "Non-traditional Remote Services" (NTRS) means service delivery other than in-person due to an emergency situation.

T. "Performance Standards" means the 2023-2024 ECEAP Performance Standards. The Agency is responsible to meet all Performance Standards, with the exception of:

1. PAO-2 Service Area Agreement;
2. PAO-33 Health Advisory Committee (HAC);
3. PAO-35 Community Assessment;
4. PAO-53 Subcontractors (Agencies);
5. PDTR-3 ECEAP Director;
6. PDTR-14 Family Support Mobility Mentoring Lead;
7. PDTR-18 and 19 Coach;
8. PDTR-22 through 25 Health and Nutrition Consultants; and
9. PDTR-26 and 27 Infant and Early Childhood Mental Health Consultant.

For all other Performance Standards, the Agency will substitute "County" for "DCYF", and "Agency" for "Contractor".

U. "PAC" means the Policy and Advisory Council, the board comprised of ECEAP family members and community representatives who advise the County.

V. "Site Policy Council" means the board comprised of family members at each Agency who advise the Agency on ECEAP matters.

W. "SharePoint" means the County's web-based portal for sharing documents and confidential information.

X. "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 August and June and at a comprehensive services rate from September to May.

1. "Part-Day" means a minimum of three hours per class session; a minimum of 360 hours per year; and a minimum of 30 weeks per year for classrooms.
2. "School-Day" 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, at least four days per week.

- Y. “Tribal Sovereign Nation” means the federally recognized Tribe that has executed this Contract and its designated subdivisions and agencies performing services pursuant to the Contract, and includes the Tribal Sovereign Nation’s Agency’s officers, employees, and/or agents.
- Z. “TS GOLD®” is an abbreviation for GOLD® by Teaching Strategies, the proprietary child assessment system developed by Teaching Strategies, LLC and used to assess multiple developmental domains for all ECEAP children.
- AA. “WA Compass” means the Washington State centralized database for childcare licensing, Early Achievers, and ECEAP. It includes a Contractor page to view monitoring information entered by DCYF staff. WA Compass replaces the Web-based Early Learning System (WELS) but does not replace ELMS or MERIT.

II. PERFORMANCE-BASED CONTRACTING MEASURES

The Agency must participate in ongoing monitoring, discussion, and technical assistance with the County for the following Quality and Outcomes measures.

The County anticipates that COVID-19 may have significant, widespread, and long-term effects on the Agency’s capacity to meet the measures’ targets. If the Agency does not have the resources and/or capacity to meet the quality and/or outcome measure targets, the Agency will provide documentation indicating how all reasonable efforts were made to meet the targets. The County also documents efforts to partner with and support the Agency to succeed in meeting the targets. The County will continue to use a supportive, non-punitive performance improvement approach and partner with the Agency to increase outcomes.

Data collection and communication with ECEAP Contractors and ECEAP families statewide during the 2023-2024 contract year will be used by ECEAP to develop plans for targets for targets in 2024-2025 contracts.

Long-term goals supported by the Contract include the following: Support to parents and caregivers to meet the needs of children; kindergarten-readiness; and child development.

A. DCYF distal (i.e., long term) goals supported by the contract include:

1. Parents and caregivers (i.e., families) are supported to meet the needs of their children;
2. Kindergarten readiness; and
3. Child development.

B. Child Development Measures

1. Quality Measure: TS GOLD® Inter-rater Reliability (IRR) certification.

Goal	Consistent and accurate assessment of child development in order to provide individualized instruction that supports unique child outcome goals. This performance measure supports the DCYF goals of kindergarten-readiness and child development.
Measure	Rate of active GOLD® IRR Certification for ECEAP Lead Teachers.
Target	100% of ECEAP Lead Teachers who have been employed six or more months shall maintain active GOLD® IRR Certification. <i>Notes:</i> <ul style="list-style-type: none">• <i>The County may approve an exception on a case-by-case basis.</i>• <i>Performance Standard PDPR-10 remains in effect. Lead Teachers must:</i><ul style="list-style-type: none">○ <i>Complete in-person or online training to use TS GOLD® within six months of hire.</i>○ <i>Complete the inter-rater reliability certification titled "Preschool, including dual language learners and children with disabilities" in TS GOLD® within six months of hire and every three years thereafter.</i>
Reporting Requirement	Continue current reporting requirements.
Performance Management	Agencies must meet target by May 31, 2024, to receive May and June invoice payments.
Continuous Improvement	The County will support continuous improvement by: <ul style="list-style-type: none">• Including discussion of this requirement during monthly County Coordinator/Program Manager calls.• Highlighting timely certification practices for collective learning.

2. Outcomes Measure: Social-emotional development gains.

Goal	Social-emotional development is supported by individualized, strength-based instruction and a responsive, whole-child approach. This performance measure supports the DCYF goals of kindergarten-readiness and child development.
Measure	Social-emotional development gains for children enrolled in ECEAP from fall to spring, based on TS GOLD® checkpoint average scale score growth.
Target	30% average gain in social-emotional development of children enrolled fall to spring, based on TS GOLD® checkpoint scale scores. <i>Note:</i> <i>The County may approve exceptions on a case-by-case basis.</i>
Reporting Requirement	Continue current reporting requirements.

Performance Management	Modified monitoring frequency: The County monitors and discusses the measure and target with the Contractor in February and May, using the observations entered in TS GOLD® and TS GOLD® checkpoints. Monitoring may increase as warranted.
Continuous Improvement	The County will support continuous improvement by: <ul style="list-style-type: none"> • Including discussion of this requirement during monthly County Coordinator/Program Manager calls; and • Highlighting screening practices for collective learning.

C. Family Engagement Measures

1. Quality Measure: Ratio of family support staff to families served.

Goal	Families experience ECEAP services as inclusive, collaborative, culturally relevant, strengths-based, and meaningful. Positive relationships built between family support services (FSS) staff and families influence family decisions to participate in a range of ECEAP activities. This performance measure supports the DCYF goal of families being supported to meet the needs of children. (See Exhibit E: Family Engagement and Partnerships Section.)
Measure	The ratio of FSS staff to the number of families served is one full-time staff to a maximum of 40 families. If a FSS staff is also responsible to other duties, the ratio of FSS staff to families is proportionately reduced.
Target	100% of full-time FSS staff are assigned to a maximum of 40 families and FSS staff with other duties have a proportionately reduced family ratio. <i>Notes:</i> <i>The County may approve exceptions on a case-by-case basis.</i> <i>Performance Standard PDTR-14 remains in effect: Each FSS staff may serve no more than 40 families concurrently. Numbers of families served must be adjusted proportionately when FSS staff:</i> <ol style="list-style-type: none"> 1. <i>Work less than 35 hours per week;</i> 2. <i>Are assigned roles and duties in addition to family support;</i> 3. <i>Provide more intensive services based on family needs; or</i> 4. <i>Travel extensively to meet with families.</i>
Reporting Requirement	Continue current reporting requirements.
Performance Management	Modified monitoring frequency: The County monitors and discusses the measure and target with the Agency quarterly. If the target is not met, monitoring increases from quarterly to monthly as warranted in order for the County and Agency to more frequently discuss and better understand factors impacting FSS staff ratio to families.
Continuous Improvement	The County will support continuous improvement by: <ol style="list-style-type: none"> a. Including discussion of this requirement during monthly County Coordinator/Program Manager calls; and b. Highlighting assessment practices for collective learning.

2. Outcome Measure: Family participation in parent-teacher conferences.

Goal	Families experience ECEAP services as inclusive, collaborative, culturally relevant, strengths-based, and meaningful. Participation in parent-teacher conferences supports each family's ability to share observations and insights about their child, and to partner with teachers to increase child development by using an individualized, culturally relevant, strength-based approach. This performance measure supports the DCYF goal of families being supported to meet the needs of children. (See Parent Engagement and Partnership Section in Exhibit E: Performance Standards for related information.)
Measure	Family participation in parent-teacher conferences.
Target	100% of families attend two of the three parent-teacher conferences during the program year. <i>Notes:</i> <ul style="list-style-type: none"> • <i>The County may approve an exception on a case-by-case basis.</i> • <i>Performance Standard FEP-2 remains in effect: Contractors must ensure ECEAP Teachers provide regular ongoing parent-teacher conferences as needed with a minimum of one for each enrolled child per quarter. Contractors must schedule three conferences per program year.</i>
Reporting Requirement	Continue current reporting requirements.
Performance Management	Modified monitoring frequency: The County monitors and discusses the measure and target with the Agency quarterly. If the target is not met, monitoring increases from quarterly to monthly as warranted in order for the County and Agency to more frequently discuss and better understand factors impacting family attendance of parent-teacher conferences.
Continuous Improvement	The County will support continuous improvement by: <ul style="list-style-type: none"> c. Including discussion of this requirement during monthly County Coordinator/Program Manager calls; and d. Highlight assessment practices for collective learning.

D. The expected outcomes of ECEAP are:

1. Child development and learning as demonstrated by increases in TS GOLD® scale scores from fall to spring in social-emotional, physical, language, cognitive development, early math, and literacy skills to support kindergarten-readiness;
2. Family resiliency enhancement documented by average increases in Mobility Mentoring fall to spring ratings in family stability, well-being, and supported access to resources and opportunities involving financial management, education and training, employment, and career management;

3. Child health services coordination documented as establishment of a medical and dental home, up-to-date status on well-child exams, dental screenings and immunizations, completion of vision and hearing screenings, mental health referrals when indicated, and completion of any needed treatment or follow-up; and
4. Children's and family's experiences are positive as a result of cultural responsiveness, inclusion, and approaches that advance equity, individualization that focuses on strengths, and collaboration as demonstrated by family feedback shared directly with ECEAP staff or through other methods such as the ECEAP Family Feedback Survey.

III. INCORPORATED DOCUMENTS

The Agency will provide services and staff necessary or incidental to implement ECEAP services in accordance with:

- A. This Contract;
- B. *ECEAP Work Plan*, located on SharePoint;
- C. DCYF and County management and policy memoranda and guidance as applicable; and
- D. Agency written policies and procedures, consistent with Federal and State regulations as applicable, kept on file at the Agency and available for review at the request of Snohomish County Human Services staff, including:
 1. Insurance and bonding policies required by the Contract (See Basic Terms and Conditions Agreement);
 2. Organization Policies and Procedures/Documents:
 - a. Articles of incorporation or tribal charter;
 - b. Bylaws;
 - c. Current organizational chart (Agency and program);
 - d. Documentation of hiring efforts;
 - e. IRS nonprofit status certification (if applicable);
 - f. Salary scales;
 - g. Staff evaluation;
 - h. Personnel;

- i. Standards of Conduct;
 - j. Nepotism; and
 - k. Travel; and
3. Fiscal policies and procedures/documents:
- a. Chart of accounts;
 - b. Cost allocation plan;
 - c. Fiscal management policies; and
 - d. Latest Agency audit.

IV. AGENCY COMMUNICATION WITH THE COUNTY

A. The Agency must participate in:

- 1. ECEAP outcomes reporting, as described in the Performance Standards, by entering accurate information in TS GOLD® and ELMS; including the ELMS exit questionnaire when a child transfers or exits; and allow the County access to child assessment results. See requirements listed in this Exhibit A, Section XLIII Deliverables;
- 2. Scheduled conference calls with the County to support continuous quality improvement;
- 3. Monthly Program Manager/County Coordinator calls;
- 4. Ongoing communication with the County on regular scheduled calls and if changes develop regarding:
 - a. Service provision;
 - b. Completion of ongoing documentation of services as determined by the County;
 - c. NTRS; and
 - d. Submitting documentation to the County;
- 5. ECEAP Program Managers' meetings by sending a representative to attend each meeting;
- 6. All required County trainings for Program Managers, Teachers, Family Support staff and Cooks;

7. Documenting staff professional development; and
 8. Providing regularly scheduled staff meetings at each site, with planned agendas and minutes documented.
- B. The Agency must immediately inform the County, who will then inform DCYF, of:
1. Any serious issue, including any with potential for media coverage;
 2. Any serious issue that has potential impact to services for ECEAP children or families;
 3. Any CPS issue related to ECEAP staff, facilities, or transportation;
 4. Any instance of child restraint in accordance with ECEAP Performance Standard IC-12;
 5. Any potential report from a source outside the Agency to childcare licensing, CPS, or law enforcement that has the potential to impact ECEAP staff, children, families, transportation, or facilities;
 6. A charge or conviction against the director or a staff person for a disqualifying crime in accordance with WAC 110-06-0120;
 7. A fire, major structural change, or damage to the premises;
 8. Change of site address, fax, or phone number;
 9. Change of ownership, chief executive, or director;
 10. Change of signatory for this Contract;
 11. Change of staff; or
 12. In addition to the requirements in the Basic Terms and Conditions Agreement, intent to terminate Subcontract, including detailed Transition Plan for continuity of services. The plan must include, but is not limited to:
 - a. Timeframe for termination;
 - b. Number of impacted children and families;
 - c. Communication Plan with families and other stakeholders; and
 - d. Support to transition families to alternative services.

V. PRIOR APPROVALS: PROGRAM CHANGES

The Agency must obtain prior written or email approval from the County, who will then obtain approval from DCYF, before:

- A. Offering enrollment to families with incomes exceeding State Median Income (SMI) eligibility;
- B. Changing class start or end dates;
- C. Adding a new site;
- D. Adding a new class or changing a classroom location;
- E. Changing the number of slots assigned to a site;
- F. Offering NTRS in lieu of in-person classroom services;
- G. Beginning a remodeling of the site or outdoor play area, including planned use of space not previously approved by the fire marshal's office or the County;
- H. Changing Agency's legal status, ECEAP Program Manager or organizational structure related to ECEAP;
- I. Implementing variances or waivers to Exhibit E: Performance Standards or policies;
- J. Purchasing equipment (refer to Exhibit A, Section XVI Prior Approvals: Purchasing for specifics);
- K. Purchasing gift cards to support program activities (cards must disallow purchase of alcohol, tobacco, or firearms);
- L. Supporting families with concrete goods and services as a means of last resort;
- M. Significantly changing the project scope or budget of a Complex Needs Funding award, if applicable;
- N. Carrying forward into the next contract performance period 10% or more of the contract total;
- O. Using ECEAP funds as match ("non-federal share") dollars for any federal program; or

- P. Selling or disposing of equipment purchased with ECEAP funds from the Agency's Inventory List using the DCYF Equipment Disposal-Transfer form.

VI. INTERPRETATION AND TRANSLATION

The Agency must:

- A. Provide Limited English Proficient (LEP) families with certified or otherwise qualified interpreters and translated documents;
- B. To meet ADA compliance, provide deaf, deaf-blind, or hard-of-hearing family members with the services of a certified sign language interpreter;
- C. Provide interpretation and translation services at no charge to families. Costs are the Agency's financial responsibility; and
- D. Comply with all federal, e.g., Title VI of the US Civil Rights Act of 1964, Chapter 49.60 RCW, and contractual requirements pertaining to the provision of LEP language services.

VII. DATA ENTRY REQUIREMENTS

- A. DCYF provides extracts of data from TS GOLD® and ELMS to the P20W data warehouse managed by the Washington State Education Research and Data Center for the purpose of longitudinal analysis. This data includes Fall and Spring TS GOLD® Online checkpoints, child names and birthdates, duration of ECEAP services, and demographic information including percent of SMI. It does not include family risk factors, parent-teacher conference notes or family support notes. This data is matched with K-12 and workforce data and de-identified so researchers will not be able to identify individual children.
- B. The Agency must enter and maintain accurate data in ELMS and MERIT. This includes ensuring all data is entered in ELMS and MERIT according to this Exhibit A, Section XLIII Deliverables, and the ELMS ECEAP Data Entry-Minimum Requirements document on the DCYF website.
- C. The Agency must obtain and maintain a record of written permission from parents before requesting that the County contact DCYF to transfer ELMS records to or from a Contractor other than Snohomish County. The Agency must keep a copy of the permission and document it in ELMS. The Agency does not need to obtain permission to transfer ELMS records to or from another Snohomish County Agency.
- D. The Agency will contact the County, not DCYF, when issues or problems arise in ELMS.

- E. The Agency will complete and enter all Mobility Mentoring® assessments and check-ins as outlined in this Exhibit A, Section XLIII Deliverables.
- F. The Agency will complete and enter all TS GOLD® checkpoints as outlined in this Exhibit A, Section XLIII Deliverables.

VIII. ELIGIBILITY

A. The Agency must:

1. Verify children's eligibility for ECEAP in accordance with the Performance Standards and applicable Snohomish County Policies and Procedures;
2. Prioritize eligible children for enrollment in available ECEAP slots using Priority Points in ELMS;
3. Train staff who verify ECEAP eligibility criteria as stated in this Exhibit A, Section XLIII Deliverables prior to enrolling children;
4. Immediately inform the County of any suspicion that an employee improperly recorded a family's eligibility criteria, or a family provided false information in order to enroll in ECEAP. Fraudulent eligibility practices may lead to suspension or termination of ECEAP contracts, and/ or referring cases for criminal prosecution;
5. Conduct ongoing, year-round recruitment according to Exhibit E: ECEAP Performance Standards;
6. Coordinate and connect with neighboring ECEAP sites regarding any community events and shared recruitment sources/agencies;
7. Use County general or geographic fliers, and County postcards, only. Friends and Family postcards may be Agency/site-specific; and
8. Use recruitment door-hangers or yard signs only within a limited radius of the Agency's ECEAP site(s).

- B. The County reserves the right to reclaim slots and funds, or reallocate slots to other Agencies, if the Agency is recruiting within the service area of a neighboring ECEAP or Head Start, including Tribal Sovereign Nation boundaries.

IX. ENROLLMENT

A. The Agency shall:

1. Begin all preschool classes no later than September 30 of each fiscal year;
 2. Make every effort to maintain enrollment in line with the ECEAP Enrollment Policy; and
 3. Complete the ELMS child prescreen and application modules for all funded slots and attach each child to a class in ELMS within five (5) days of child's start date or in time for the next monthly report.
- B. The County reserves the right to reclaim slots and funds, or reallocate slots to other Agencies, if the Agency does not maintain full enrollment. Before reducing slots, the County will work with the Agency to develop strategies for full enrollment and discuss deadlines.

X. PORTABLE BACKGROUND CHECKS

- A. Staff will continue to enter the portable background check into MERIT. Staff will receive a conditional status until fingerprinting can be completed.
- B. In addition to the requirements in the Basic Terms and Conditions Agreement, the Agency will ensure that portable background checks are completed for all persons, staff, or volunteer, who have or may have unsupervised access to children during ECEAP programming (this includes transportation and other services during ECEAP hours). Agencies will disqualify persons from unsupervised access to children in accordance with WAC 110-06-0070.
- C. Non-classroom staff working with children in a school district setting are allowed to use the Office of Superintendent of Public Instruction (OSPI) background clearance for the 2023-2024 school year for persons who may have unsupervised access to ECEAP children. Staff must have an active OSPI background clearance prior to working with children.

XI. CHILD SAFETY

- A. Children's health, safety and well-being must always be the primary concern of the Agency in the delivery of services under this Contract. The Agency must report child abuse and neglect in accordance with RCW 26.44.030. If the Agency, or any of the Agency's employees, has reasonable cause to believe that a child has suffered abuse or neglect from any person, the Agency or employee must immediately report such incident 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 Agency as well as outside of the Agency's care.
- B. The Agency must ensure that managers, board members, employees, and volunteers of the ECEAP program who will or may have contact with ECEAP children complete training on child abuse and neglect, including reporting

procedures, within two weeks of initial association with ECEAP and annually thereafter. Training may consist of viewing the DCYF Mandatory Reporter Video Presentation and other resources in the Mandatory Reporter Toolkit (<https://www.dcyf.wa.gov/safety/mandated-reporter>) on the DCYF website. The Agency must retain a statement signed annually by each person participating in this training, acknowledging their completion of training and duty to report child abuse and neglect.

C. The Agency will conduct and document, in accordance with WAC 110-300-0470:

1. Monthly fire drills; and
2. Quarterly disaster drills: earthquake, lockdown, or shelter-in-place drills.

XII. PROVIDING PART-DAY AND SCHOOL-DAY ECEAP MODELS

- A. The Agency must be authorized by the County to provide a Part-Day and/or School-Day model.
- B. School-Day classes not operated by a government entity must complete the full DCYF childcare licensing process as required by RCW 43.216 and WAC 110-300 prior to the first day of class during the 2023-24 year.
- C. For the 2023-2024 program year, School-Day sites operated by a government agency are not required to be licensed. This also includes Part-Day sites with class sessions of four hours or more.
- D. Part-Day classes operating four hours or less per day are not required to be licensed. The Agency will participate in Health and Safety visits by DCYF staff once this system has been developed.
- E. In order to receive payment, the Agency must provide approved NTRS if classrooms are closed.

XIII. COMPENSATION

- A. The Agency's compensation for services rendered will be in accordance with Exhibit C, Contract Budget Unit Rate. Payments are based on the ECEAP activities for each month, including the following activities: program planning and administration; recruitment and enrollment; staff hiring or training; health coordination; safety and nutrition; early childhood education; and family partnerships and support services.
- B. Total compensation payable to the Agency for satisfactory performance of the work under this Contract will not exceed the amount identified in the "Contract

Maximum Amount” field of the Contract cover sheet, or the “Amount of Contract Award as Amended” field of the Contract Amendment cover sheet. Monthly compensation will not exceed the payment points in Exhibit C, Contract Budget Unit Rate.

- C. In the event funding from the State, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract, and prior to the completion of the work in this Contract, the County may:
 - 1. Terminate this Contract with ten days advance notice. If this Contract is terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination;
 - 2. Renegotiate the terms of this Contract under the new funding limitations and conditions;
 - 3. Extend the end date of this Contract after a review of project expenditures and deliverable status, and postpone deliverables or portions of deliverables; or
 - 4. Pursue such other alternatives as the parties mutually agree to in writing.

XIV. USE OF FUNDS

- A. The Agency must maintain a financial management system with written policies and procedures ensuring strong internal controls. The Agency must maintain a written plan describing the use and allocation of ECEAP funding and other funds.
- B. The Agency will not carry forward funds received from this Contract totaling more than 10% of the Contract after the Contract end date without County approval. By May 10, 2024, if the Agency anticipates unspent funds, the Agency will submit to the County an *ECEAP Funding Carryforward Plan* with the approximate total amount of ECEAP funds unspent, identified items, personnel, or service expenses, and a timeline to expend funds (Reference this Exhibit A, Section XLIII, Deliverables). If the unspent funding is less than 10%, the Agency will indicate how this carryforward funding will be spent in the Financial Disclosure Certification form submitted to the County according to this Exhibit A, Section XLIII Deliverables.
- C. The Agency must submit to the County the following according to this Exhibit A, Section XLIII Deliverables:
 - 1. Fiscal Monitoring Report;

2. 2023-2024 ECEAP Operating Budget on the template provided by the County;
 3. 2023-2024 ECEAP Staff Compensation Data on the template provided by the County;
 4. Exhibit D, Unit Rate Invoice;
 5. Copy of vehicle title if purchased with ECEAP funds;
 6. Agency Financial Disclosure Certification;
 7. Mid-Year reporting for Complex Needs Funding, if applicable;
 8. End-of-Year reporting for Complex Needs Funding, if applicable; and
 9. Certificate of Coverage upon renewal of insurance.
- D. When expending ECEAP funds for items, personnel or services used by other programs or individuals, ECEAP funds must only be spent for the share used solely for ECEAP services.
- E. ECEAP funds provided under this Contract may not be expended for any sectarian purpose or activity, including, but not limited to sectarian worship or instruction.
- F. The Agency must maintain a written cost allocation plan that describes how ECEAP funds and other funds are used. Cost allocation plans are subject to the records retention schedule identified in this Contract.
- G. The Agency may use ECEAP funds for the following costs:
1. ECEAP administration including planning and coordination; accounting and auditing; purchasing, personnel and payroll functions; and equipment, training, travel, and facility costs related to these purposes. Administrative costs must not exceed 15 percent of the amount of this Contract;
 2. ECEAP services including preschool education, health services coordination, nutrition, family supports and parent engagement. This includes salaries and benefits for direct service personnel, goods and services, equipment, facilities, child transportation, training, travel, and other costs related to direct ECEAP services;
 3. Staff recruitment and retention related payments, in alignment with WAC 357-28-095, limited to:

- a. Authorizing additional pay to support the recruitment or retention of the incumbent or candidate for a specific position. At the Agency's discretion, up to a 15 percent premium may be added to the employee's base salary or paid on a lump sum basis as described in subsection b. An employee may not receive more than 15 percent of their annual base salary over a 12-month period under the provisions of this section; and
 - b. In advance of authorizing a lump sum recruitment or retention payment, the Agency must establish express conditions in writing for the payment. The conditions must include a specified period of employment or continued employment. Any lump sum payment under this section must only be made after services have been rendered in accordance with conditions established by the Agency and become part of the employee's annual compensation for work performed prior to receipt of any funds; and
4. As dollars of last resort for medical, dental, nutrition and mental health services, and/or concrete goods and services to support family stabilization when alternative sources of assistance are not available.
- H. Travel expenses allowed may include airfare (economy or coach class only), mileage, other transportation expenses, lodging and subsistence necessary during periods of required travel. The Agency shall comply with Washington State Office of Financial Management travel policy as described at <http://www.ofm.wa.gov/policy/10.htm> including travel rates and exceptions to the maximum allowable rates. If the lowest available lodging rate exceeds the current State travel reimbursement rates or the lodging provider requires a government-issued identification card in order to receive the State per diem rate and the Agency is not a government-based entity, the Agency must contact the County for approval of different arrangements.
- I. The Agency may not use ECEAP funds for the following:
- 1. Costs that are not directly related to ECEAP service delivery;
 - 2. Finance charges or late fees on purchases;
 - 3. Costs that exceed the Contract amount; or
 - 4. Work charged to or paid by any other contract or funding source.
- J. If the Agency provides Part-Day or School-Day ECEAP within a licensed childcare setting, and only receives ECEAP funds through the County Contract, the Agency may separately bill for childcare subsidy for the same children for hours that they receive childcare beyond the ECEAP hours.

- K. The Agency may engage in efforts to obtain additional funds and in-kind contributions to expand or enhance ECEAP service delivery. The Agency must not solicit funds from families enrolled in ECEAP.
- L. If the Agency plans to use ECEAP funds as federal match for any federal funds, the Agency must notify the County of its intent and document this in the September ELMS Monthly Report, including the amount of ECEAP funds the Agency wants to use for the current state fiscal year (July 1 – June 30) and the title of the federal program to which this match would apply. The request must not exceed the amount of state funds received for ECEAP services.

XV. COMPLEX NEEDS FUNDING

- A. Complex Needs Funding is available to promote inclusive, least restrictive environments for children with developmental delays, disabilities, behavioral needs or other unique needs due to complex trauma.
- B. Complex Needs Funding must be identifiable and clearly tracked throughout fiscal records.
- C. Agency may use funds for purposes such as:
 - 1. Adding staff in classrooms;
 - 2. Increasing current staff hours;
 - 3. Increasing mental health/behavioral consultation;
 - 4. Providing supportive and adaptive materials and equipment;
 - 5. Purchasing new or adapting currently used curricula;
 - 6. Providing Teacher coaching, training, and professional development;
 - 7. Offering unique transportation services; and
 - 8. Staff travel.
- D. Funds must be spent in accordance with the County-approved funding request.
- E. Agency must comply with cost allocation rules in this Exhibit A, Section XIV Use of Funds.
- F. Complex Needs Funding cannot be used to reimburse for purchases made prior to July 1, 2023, or prior to the approval of an amendment.

G. The Agency will submit a Mid-Year Complex Needs Funding Activity Report by January 13, 2024, and a Year-End Complex Needs Funding Activity Report by June 20, 2024, as specified in Exhibit A, Section XLIII Deliverables, including information such as, but not limited to:

1. Number of children served;
2. Children's race, ethnicity, and Individualized Education Program (IEP) status;
3. Children's specific needs addressed;
4. Types of activities conducted and outcomes;
5. Purchases of supportive equipment;
6. Number of staff positions or full-time equivalent (FTE) supported by funds; and
7. Final narrative and fiscal summary of funding use.

XVI. PRIOR APPROVALS: PURCHASING

A. The Agency must obtain prior written approval from the County before using or contributing any ECEAP funds to:

1. Acquire 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 costs of \$5,000 or greater, including ancillary costs (tax, shipping, handling, installation); and
2. Purchase playground or facility improvements with a unit cost or total purchase cost of \$5,000 or greater including ancillary costs. For playgrounds, this includes, but is not limited to, costs for equipment and site preparation paid fully or in part with ECEAP funds from the Agency's Inventory List.

B. Purchase requests are required when the equipment or related contract is paid either fully or in part with ECEAP funds. The Agency must:

1. Use the ECEAP Purchase Request Form available on the DCYF website at <http://www.dcyf.wa.gov/eceap>;
2. Include the cost allocation plan on this request form, if the purchase is not solely for ECEAP use; and

3. Submit form to the County (do not submit form to DCYF).

XVII. INVENTORY

- A. The Agency must comply with the County's inventory policy and procedure which includes but is not limited to:
 1. Participating in an inventory audit at least once every two years; and
 2. Documenting and reporting lost or stolen equipment.
- B. The Agency must maintain an Inventory List and supporting records for equipment purchased in whole or in part with ECEAP funds, including:
 1. All assets with a unit cost (including ancillary costs) of \$5,000 or greater;
 2. The following assets with unit costs of \$300 or more:
 - a. Computer systems, laptop, and notebook computers;
 - b. Office equipment; and
 - c. Communications and audio-visual equipment, including CD and record players, radios, TVs, VCRs, DVD players, cameras, and photographic projection equipment;
 3. Appliances;
 4. Curricula in hard copies purchased by DCYF, the Agency, OR by the County for the Agency; and
 5. Other assets identified by the Agency as vulnerable to loss.
- C. The Inventory List and supporting records must include the following, if applicable:
 1. Inventory Control Number (tag);
 2. Description of the asset;
 3. Manufacturer or trade name;
 4. Serial number;
 5. Agency'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, for example if shared by multiple funding sources;
 9. Depreciation (for capital assets);
 10. Location of item;
 11. Useful life, in years; and
 12. Disposal date, method, and salvage value.
- D. Subject to County determination, Agency may be required to return to the County property purchased with Contract funding.

XVIII. CONTINUED PERFORMANCE

If the County, in good faith, has reason to believe that Agency does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the County may demand in writing that Agency give a written assurance of intent to perform. Failure by Agency to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at the County's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

XIX. COPYRIGHT RELATED TO TRIBAL SOVEREIGN NATIONS

In addition to the terms of Copyright and Ownership of Materials listed in the Basic Terms and Conditions Agreement:

- A. All materials of unique cultural significance shall be owned by the Tribal Sovereign Nation unless otherwise expressed in the Contract;
- B. Materials created by Tribal Sovereign Nations which the Tribal Sovereign Nation uses to perform the services of this Contract (including without limitation books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes and/or training materials), shall be owned by the Tribal Sovereign Nation regardless of whether the materials are paid for in whole or in part by ECEAP funds, except when such materials have been expressly identified within the applicable Contract as belonging to DCYF; and
- C. If the parties agree within the Contract that certain materials will be owned by DCYF, then the Tribal Sovereign Nation agrees that the materials so identified

will either be deemed, to the extent applicable under 17 U.S.C.A. Section 101 “works for hire”, or the Tribal Sovereign Nation will assign the DCYF all rights, title, and interest in and to such materials.

XX. CULTURALLY RELEVANT SERVICES

In performing work pursuant to this Contract, a Tribal Sovereign Nation may develop and operate programs and deliver goods, services, and/or benefits in a manner that is culturally relevant and appropriate, and that is particularly suited to and/or particularly located for access by members of the Tribal Sovereign Nation or other tribal nations, in accordance with tribal laws and policies.

XXI. CONFIDENTIALITY

In addition to the requirements contained in the Basic Terms and Conditions Agreement, ensure that:

- A. Each staff member signs the Business Associate Agreement Attachment, *Agency Agreement on Non-disclosure of Confidential Information* and retain the signed documents on file;
- B. Each staff member signs the County *Statement of Acknowledgement of Confidentiality Procedures* and retain the signed document on file; and
- C. Fax, use the County SharePoint site, or respond to County encrypted email to upload/exchange confidential information with County staff.

XXII. ENTIRE CONTRACT

This Contract, including all referenced exhibits and attachments, contains all the terms and conditions agreed upon by the parties. No other understanding, written, oral, or otherwise regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

XXIII. EXPENSES

All expenses not provided for specifically in this Contract shall be the responsibility of the Agency unless otherwise mutually agreed by the parties.

XXIV. HEADINGS

The headings throughout this Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Contract.

XXV. INSURANCE

In addition to the Insurance requirements contained in the Basic Terms and Conditions Agreement, if the Agency is currently covered under an insurance risk pool, the Agency shall provide insurance coverage as set out in the Basic Terms and Conditions Agreement. The intent of the required insurance is to protect the County should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Agency or its agents while performing under the terms of this Contract.

XXVI. MONITORING

- A. The County has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Agency shall provide a right of access to its facilities, virtually or in-person, to the County personnel authorized by the County, 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.
- B. Monitoring activities may include, but are not limited to:
 - 1. Review of deliverables listed in this Exhibit A, Section XLIII Deliverables;
 - 2. Desktop monitoring;
 - 3. Intensive on-site or virtual program reviews to monitor Contract compliance. The reviews may include, but not be limited to, review of the following:
 - a. Agency's compliance with this Exhibit A, Section XXXV Agency Representations and Warranties; and
 - b. Agency's compliance with this Exhibit A, Section XXI Confidentiality and protection of confidential information and sensitive personal information;
 - 4. On-site or virtual site visits to review records, observe implementation of services or follow up on compliance. These visits may be unannounced;
 - 5. Review of all advertising and publicity matters relating to this Contract in which DCYF's and the County's name, state seal or logo is mentioned or used from which a connection with DCYF or the County may, in DCYF's or the County's judgment, be inferred or implied; and

6. The County will provide a tribal subcontractor one month's written notice to the Tribal Sovereign Nation Chair prior to for formal monitoring. The County will work with each Tribal Sovereign Nation to formalize on-site monitoring and communication procedures to ensure the appropriate tribal representatives are contacted and involved in the monitoring process. The County will share post-monitoring resulting documentation in written format to the Tribal Sovereign Nation Chair.

XXVII. NEUTRAL AUTHORSHIP

Each of the provisions of this Contract has been reviewed and negotiated and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

XXVIII. ORDER OF PRECEDENCE

In event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable State of Washington statutes, regulations, and policies;
- B. Exhibit A: Specific Terms and Conditions;
- C. Basic Terms and Conditions Agreement, referenced on the Contract Face Page;
- D. Business Associate Agreement, referenced on the Contract Face Page;
- E. Exhibit E: 2023-2024 ECEAP Performance Standards;
- F. Exhibit B: Statement of Work;
- G. Exhibit C: Contract Budget Unit Rate; and
- H. Any other exhibit or attachment, provision, term, or material incorporated herein by reference or otherwise.

XXIX. PUBLICITY AND USE OF DCYF AND COUNTY LOGOS

- A. The award of this Contract to Agency is not in any way an endorsement of Agency or Agency's services by the County and shall not be so construed by Agency in any advertising or publicity materials.

- B. The Agency must include the DCYF logo, and the Snohomish County logo, on ECEAP publications intended for an audience outside of the Agency's ECEAP program, such as marketing materials or annual reports. The full-color or black-and-white DCYF and Snohomish County logos must appear in their entirety without modification.
- C. The Agency agrees to submit to the County all advertising and publicity matters relating to this Contract in which the DCYF or County name, seal or logo is mentioned or used, or language is used from which a connection with DCYF or the County may, in DCYF's or the County's judgement, be inferred or implied. The Agency agrees not to publish or use such publicity or advertising matters without the prior written consent of DCYF and the County.
- D. All publications funded, in whole or in part, under this Contract will acknowledge credit as either providing "funding in partnership with" or "funded by" DCYF and the County. The Agency agrees not to publish or use such advertising and publicity matters without the prior written consent of DCYF and the County.

XXX. RECAPTURE

- A. In the event that the Agency fails to expend funds under this Contract in accordance with state laws and/or the provisions of this Contract, the County reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.
- B. Such right of recapture shall exist for a period not to exceed six years following contract termination. Repayment by the Agency of funds under this recapture provision shall occur within 30 days of demand. In the event that the County is required to institute legal proceedings to enforce the recapture provision, the County shall be entitled to its costs thereof.

XXXI. REMEDIES

Except for remedies designated specifically as exclusive, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

XXXII. SOVEREIGN IMMUNITY

Nothing whatsoever in the Contract constitutes or shall be construed as a waiver of a Tribal Sovereign nation's sovereign immunity.

XXXIII. SITE SECURITY

While on the premises of County-funded programs, the Agency, its agents, and employees shall conform in all respects with physical, fire or other security policies or regulations.

XXXIV. TREATMENT OF ASSETS

In addition to the terms contained in the Basic Terms and Conditions Agreement:

- A. Title to all property furnished by the County shall remain with the County. Title to all property furnished by the Agency, for the cost of which the Agency is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the County upon delivery of such property by the Agency. Title to other property, the cost of which is reimbursable to the Agency under this Contract, shall pass to and vest in the County upon the following:
 - 1. Issuance for use of such property in the performance of this Contract;
 - 2. Commencement of use of such property in the performance of this Contract; or
 - 3. Reimbursement of the cost thereof by the County in whole or in part, whichever first occurs;
- B. Any property of the County furnished to the Agency shall, unless otherwise provided herein or approved by the County, be used only for the performance of this Contract;
- C. The Agency shall be responsible for any loss or damage to property of the County that results from the negligence of the Agency or that results from the failure on the part of the Agency to maintain and administer that property in accordance with sound management practices;
- D. If any County property is lost, destroyed, or damaged, the Agency shall immediately notify the County and shall take all reasonable steps to protect the property from further damage;
- E. The Agency shall surrender to the County all property of the County prior to settlement upon completion, termination, or cancellation of this Contract;

- F. All reference to the Agency under this clause shall also include the Agency's employees or agents; and
- G. The Agency will request approval from the County prior to selling or disposing of equipment from the Agency's Inventory List, and the County will have the option of recapturing the equipment:
 - 1. The Agency will submit the *DCYF Equipment Disposal-Transfer* form to the County;
 - 2. If the County gives approval for the Agency to sell the equipment, the Agency will use the income for ECEAP;
 - 3. If the Agency ceases provision of ECEAP, the Agency will transfer title and return any equipment purchased all or in part with ECEAP funds, or the proceeds from the current market-value sale of such equipment, at the County's discretion; or
 - 4. If the Agency ceases provision of ECEAP, the Agency will transfer equipment purchased all or in part with ECEAP funds, or the proceeds from the current market-value sale of such equipment as directed by the County.

XXXV. AGENCY REPRESENTATIONS AND WARRANTIES

The Agency makes each of the following representations and warranties as of the effective date of this Contract.

- A. *Qualified to do Business.* Agency represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- B. *Suspension & Debarment.* Agency represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- C. *Quality of Goods or Services.* Agency represents and warrants that any goods and/or services sold pursuant to this Contract shall be merchantable, shall conform to this Contract, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Agency further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third-

party patent. Upon breach of warranty, Agency will repair or replace (at no charge to ECEAP funds) any goods and/or services whose nonconformance is discovered and made known to the Agency. If, in DCYF's or the County's judgment, repair or replacement is inadequate, or fails of its essential purpose, Agency will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

- D. *Wage Violations.* Agency represents and warrants that, during the term of this Contract and the three-year period immediately preceding the effective date of this Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52. For purposes of this Subsection (Wage Violations) and pursuant to RCW 49.48.082, "willful" shall mean a knowing and intentional action that is neither accidental nor the result of a bona fide dispute, as evaluated under the standards applicable to wage payment violations under RCW 49.52.050(2).
- E. *Pay Equality.* Agency represents and warrants that, as required by Washington State law (Laws of 2019, Chap. 415, §225(4)(f)), during the term of this Contract the Agency agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals.
1. For purposes of this Subsection (Pay Equality), employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
 2. For purposes of this Subsection (Pay Equality), the Agency may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - a. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

- b. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.
- 3. Notwithstanding any provision to the contrary, upon breach of this pay equality warranty (Subsection Pay Equality) and Agency's failure to provide satisfactory evidence of compliance within 30 days, the County may suspend or terminate this Contract.

F. *Procurement Ethics & Prohibition on Gifts.* Agency represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Agency providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.

XXXVI. WASHINGTON STATE EARLY LEARNING AND DEVELOPMENT GUIDELINES

The Agency shall align early childhood education services provided under this Contract with the Washington State Early Learning and Development Guidelines.

XXXVII. STAFF QUALIFICATIONS AND PROFESSIONAL DEVELOPMENT

- A. The Agency must require all staff to submit staff qualifications in MERIT according to this Exhibit A, Section XLIII Deliverables.
- B. The Agency will contact the County, not MERIT, if issues arise when entering staff qualifications in MERIT.
- C. The Agency will regularly monitor in ELMS each staff member's progress in obtaining qualification status in MERIT, ensuring initial application is submitted and documentation is sent to Centralia College immediately upon request from MERIT.

XXXVIII. PARENT/CARETAKER ACCESS TO THEIR CHILD'S RECORDS

Pursuant to a proper request, the Agency must provide the child's ECEAP records to the child's legal guardian or parent. The County shall also protect all Personal Information collected, used, or acquired in connection with this Contract against loss and against unauthorized use, release, disclosure, publishing, modification, transfer, or sale.

XXXIX. PARENT/CARETAKER ACCESS TO CHILD AND VOLUNTEERISM

- A. The Agency will guarantee that parents/caretakers have unlimited access to their child during normal hours of provider operation and whenever the child is participating in program activities. Parents/caretakers include biological or

adoptive parents, legal stepparents, legal guardians, foster parents, and caretaker blood relatives with legal responsibility for the child.

- B. Additionally, parents/caretakers shall also have access to program providers whenever the child is in the care of the provider and/or during normal business hours.
- C. If a parent/caretaker is barred by a court order from contact with their child, the Agency shall comply with the court order.
- D. In addition to the Background Check requirements contained in the Basic Terms and Conditions Agreement, all parents/caretakers and community volunteers who participate in the ECEAP classrooms may only be allowed to volunteer upon:
 - 1. Receipt of an acceptable criminal background check from appropriate law enforcement entities. An acceptable criminal background check means the volunteer has not been convicted of, and has no charges pending for, crimes of child abuse or harm to another person; and
 - 2. Receipt of training on State-required procedures for reporting alleged child abuse and/or neglect. See this Exhibit A, Section XII Child Safety.
- E. Parents/caretakers and community volunteers who participate in ECEAP classrooms weekly or more frequently must obtain a Portable Background Check and a tuberculosis test in accordance with the Performance Standards, Section PDTR-7.

XL. RELIGIOUS ACTIVITY

- A. The Agency shall not use any curricula or materials which have any religious orientation.
- B. The Agency shall not require children enrolled in the program to participate in any religious activity.
- C. The Agency will adhere to the County guidance document *Holidays and Celebrations*.
- D. *Exception: Per the federal American Indian Religious Freedom Act of 1978 (AIRFA) (42 U.S.C. § 1996), and referencing this Exhibit A Section XXXII Sovereign Immunity, Tribal Sovereign Nations may use curricula and/or materials with tribal religious orientation and may participate in tribal religious activities.*

XLI. COMMUNITY RESOURCES

The Agency shall make a reasonable and ongoing effort, through the Contract period, to secure resources from private and public entities to supplement the administrative, operational, and staff development costs under this program. Documentation of any collaborative efforts and securing of resources which benefit this program, throughout the Contract period, shall be submitted to the County each month.

XLII. BILLING PROCEDURES

- A. In addition to the Reimbursement Procedures requirements contained in the Basic Terms and Conditions Agreement, the County shall pay the Agency upon the following:
 - 1. Acceptance of services provided;
 - 2. Receipt of all deliverables due according to this Exhibit A, Section XLIII Deliverables;
 - 3. Submission of monthly report in ELMS by the 10th of each month September through June, and by June 30; and
 - 4. Receipt of a properly completed and signed invoice Exhibit D, ECEAP Unit Rate Invoice, received by the County by the first service day of the month and no later than the last service day of the month.
- B. If the Agency fails to file an Invoice within any two-month period, the County may elect to terminate the Contract.
- C. The June Invoice shall be submitted to the County no later than June 10 of each fiscal year in order to assure reimbursement of approved costs.
- D. The County will not pay the Agency if the Agency has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services or expenses.

XLIII. DELIVERABLES

- A. The Agency shall submit the following deliverables to the County by the dates indicated, using one of the following methods as indicated below:
 - 1. Participate virtually, or in person if permissible;
 - 2. Enter into ELMS. Check ELMS news page for updated information;
 - 3. Enter into MERIT;

4. Enter into the TS GOLD® System;
5. Access the online DCYF Training website;
6. Send electronically to the Snohomish County ECEAP Lead, ECEAP Contracts Coordinator, or the assigned Education and Family Support Coordinator, or upload to SharePoint as indicated; or
7. Send paper copies to: Snohomish County ECEAP
3000 Rockefeller Ave. M/S 305
Everett, WA 98201.

B. Deliverables Calendar dates are annual, unless otherwise noted.

Due Date	Deliverable	Submit via:
Upon hire	New Lead Teachers, Assistant Teachers and Family Support staff must establish a MERIT account and obtain a STARS ID number.	MERIT
Upon hire, and prior to working with ECEAP children or families	Submit Portable Background Check Application.	MERIT
Within two weeks of hire or adding a new role for each new Lead Teacher, Assistant Teacher and Family Support Staff	Submit ECEAP staff qualifications.	MERIT
Prior to enrolling children	Staff who verify ECEAP eligibility complete a DCYF ECEAP Eligibility and Enrollment training, either in-person or online, and submit certificates of completion to Ed and Family Support Coordinator. Staff must also complete an annual Snohomish County Enrollment and Eligibility training. Upon completion of the training, staff will submit Statement of Acknowledgement of training completion to the assigned Ed. and Family Support Coordinator.	Upload to SharePoint, paper copies or send email.
At least three weeks before class start date	Submit Site Approval Form to obtain DCYF written approval for	ELMS

Due Date	Deliverable	Submit via:
	each new classroom or change of classroom location.	
Prior to start of class or within two weeks of hire for staff hired during the year	Staff complete Mandated Reporter training and submit signed statements to assigned Ed. and Family Support Coordinator.	Mail paper copy, upload to SharePoint or email
Prior to start of class or within two weeks of hire for staff hired during the year	Review Confidentiality Policy and BAA; send signed statements to Ed. and Family Support Coordinator.	Mail paper copy, upload to SharePoint or email
Prior to start of class or within two weeks of hire for staff hired during the year	Staff Complete training on ECEAP Performance Standards; include training information on Staff Training Log.	Have available for County review
When a vehicle is purchased with ECEAP funding	Submit a copy of the vehicle title to the County within 10 business days of the purchase date.	Mail paper copy, upload to SharePoint or email
By the 7th of each month September through June, and by June 30	Update ELMS child and family information. This includes accurate information regarding family support visits, parent-teacher conferences, medical exams, dental screenings, immunizations, and developmental screenings/re-screens.	ELMS
By the first service day of the month and no later than the last service day of the month.	Submit Unit Rate Invoice (Exhibit D or Amended Exhibit D) for billing for the previous month to Contracts Coordinator.	Email
By the 10th of each month, September through June, and June 30	Enter the ELMS Monthly Report for the previous month. There must be an ELMS Monthly Report for every month in which classes were scheduled. This must be received by the County before the invoice can be paid.	ELMS
Monthly or more frequently	Maintain copies of event fliers, meeting agendas and notes, newsletters, etc. for review on-site by Ed. and Family Support Coordinator.	Have available for County review
Monthly or more frequently	Site staff meetings with agendas and minutes.	Have available for County review

Due Date	Deliverable	Submit via:
Monthly or more frequently	Attend Program Manager/County Coordinator monthly check-ins.	Phone, virtual platform, or in-person
Third Wed. of each month August-June	Attend Program Manager meetings.	By virtual platform or in-person
By August 15	Update Agency site and class sections of ELMS (See ELMS ECEAP Data Entry-Minimum Requirements on the ELMS news page).	ELMS
By August 31, or as otherwise indicated	Submit Contract Compliance Action Plan, as required per monitoring activities or the Continuous Quality Improvement Plan.	Mail paper copy, upload to SharePoint, or email
By September 30	Submit Annual Program Calendar, including parent/family nights, parent meetings, staff meetings, staff trainings, conferences, home visits, breaks, holidays, etc.	Mail paper copy, upload to SharePoint, share link, or email
By September 30 for existing PDPs, and within two weeks of staff qualification determination by County staff or by MERIT for any new staff hired within program year	Submit Professional Development Plans (PDP) for staff who do not meet minimum qualifications for their respective positions as described in the Performance Standards.	Mail paper copy, upload to SharePoint, or email
By September 30, and by the last day of each month through April	Confirm PAC Rep participation in County PAC meeting.	
By October 6	Submit Staff compensation data on the template provided by County.	Email
By October 6	Submit ECEAP Operating Budget on template provided by County.	Email
By October 15	Complete Early Learning Transition Plan	Mail paper copy, upload to SharePoint, or email
After October 15, and within five business days of each child's last day in class	Exit all children who are no longer attending.	ELMS
Within 21 calendar days from child's start date	Complete Home Language Survey in TS GOLD®	TS GOLD®

Due Date	Deliverable	Submit via:
Within 45 calendar days from child's start date	Complete Developmental Screenings and enter data.	ELMS
Within 90 calendar days from enrollment	Complete Vision/Hearing Screenings and enter data.	ELMS
Within 90 calendar days from child's start date	Ensure each child had a medical exam and dental screening.	ELMS
By November 15	Submit Snohomish County Fiscal Monitoring Form.	Attach to email
By November 15	Finalize Fall Checkpoints for the following areas of development and learning: Social-emotional; Physical; Language; Cognitive; Literacy; Math and English Language Acquisition (ELA) when indicated.	TS GOLD®
By November 30	Complete Mobility Mentoring first assessment and goal(s) and enter data.	ELMS
Within six months of hire as an ECEAP Lead Teacher	Complete online TS GOLD® training: <i>Introducing MyTeachingStrategies</i> and <i>Objectives for Development and Learning</i> .	TS GOLD®
Within six months of hire as an ECEAP Lead Teacher. If hired after December 1, 2023, no later than May 31, 2024	Complete TS GOLD® Interrater Reliability Certification.	TS GOLD®
Within 18 months of hire as an ECEAP Lead Teacher	Complete online Creative Curriculum training: <i>Creative Curriculum for Preschool: Foundation</i> and <i>Creative Curriculum for Preschool: Daily Resources</i> .	TS GOLD®
January 13	Submit Mid-Year Complex Needs Activity Report, if applicable.	Encrypted email
By March 29	Complete Mobility Mentoring mid-year check-in and enter data.	ELMS
By April 30	Complete Self-Assessment.	Upload to SharePoint
By May 15	Complete Program Manager Attestation.	Mail paper copy, upload to SharePoint, or email

Due Date	Deliverable	Submit via:
By May 15	Complete ECEAP Agency Financial Disclosure Certification.	Mail paper copy, upload to SharePoint, or email
By May 15	Complete Financial Carryforward Plan, if applicable.	Upload to SharePoint or email
By May 31	Complete Agency Inventory Form.	Mail paper copy, upload to SharePoint, or email
By May 31	Ensure current TS GOLD® IRR certification for all Lead Teachers.	TS GOLD®
By May 31	All new staff have obtained Right Response® Advanced Certification	In-person
By the last day of class. (If classes extend through June, must be completed by June 15)	Finalize Spring Checkpoints for the following areas of development and learning: Social-emotional; Physical; Language; Cognitive; Literacy; Math and English Language Acquisition (ELA) when indicated.	TS GOLD®
By the last day of class. (If classes extend through June, must be completed by June 28)	Complete Mobility Mentoring final assessments and goal documentation and enter data.	ELMS
By June 10	Submit June Unit Rate Invoice to Contracts Coordinator.	Email
By June 20	Submit Year-End Complex Needs Funding Activity Report, if applicable.	Encrypted email
June 30	<i>This is last day of possible services to children and families under this Contract.</i>	
By June 30	Enter June ELMS Monthly Report.	ELMS

EXHIBIT B

STATEMENT OF WORK

EARLY CHILDHOOD EDUCATION AND ASSISTANCE PROGRAM

I. OVERVIEW

In conformance with RCW 43.216.500-550 and Chapter 110-425-0010 WAC, all DCYF ECEAP Procedures and Guidelines, ECEAP Performance Standards, the ECEAP Contract between DCYF and Snohomish County, DCYF policy memoranda, Snohomish County ECEAP policies and work plans, and Human Services Department management and policy memoranda, the Agency will provide a center-based ECEAP for preschool children in the designated area.

II. SERVICE DELIVERY REQUIREMENTS

- A. The Agency will provide Part-Day ECEAP services according to the following during the program year 2023-2024:
 - 1. A minimum of 30 weeks per year of classroom services to 160 children; and
 - 2. Maximize the total service hours per day, per week, and per year up to three hours per day, 12 hours per week, and 360 hours per year as is feasible with existing resources, district schedules and transportation availability.
- B. The Agency will provide family-driven services that promote the active participation of families of all enrolled children.
- C. For each child, the Agency will provide the following during the program year:
 - 1. A minimum of one family support visit per family per quarter, totaling at least three visits per year.
 - a. Each visit must be 30 minutes or more and otherwise comply with Exhibit E ECEAP Performance Standards FEP-4 and FEP-5; and
 - b. Time spent on enrollment processes does not count toward family support home visits;
 - 2. A minimum of one parent-teacher conference for each enrolled child per quarter, totaling at least three conferences per year. Each visit must be 30 minutes or more and otherwise comply with Exhibit E ECEAP Performance Standards FEP-2 and FEP-3; and

3. All contact documented in ELMS.
- D. The Agency will ensure that all staff employed under this Contract meet minimum state ECEAP qualifications and requirements. The Agency will:
1. Ensure that staff complete a Portable Background Check (PBC) immediately upon hire as outlined in MERIT;
 2. Ensure that staff qualifications are entered in MERIT, including official copies of staff education transcripts, within two weeks of hire;
 3. Monitor progress of staff qualifications until a determination has been made by MERIT;
 4. Within two weeks of MERIT determination, have an approved Professional Development Plan (PDP) in place for staff who do not meet the minimum ECEAP qualifications; and
 5. Ensure annual progress toward completion of the PDP, including:
 - a. Creating and documenting the PDP with staff;
 - b. Conducting and documenting quarterly observations; and
 - c. Documenting annual progress at the end of the program year.
- E. The Agency will administer and deliver comprehensive preschool services within the required components of program administration, preschool education, health services coordination, nutrition, family support, and family engagement; these services are intended to provide the equitable supports and opportunities for children to succeed in school.
- F. The Agency will conduct monthly on-site, virtual, or hybrid site policy council meetings in accordance with Snohomish County Site Policy Council guidelines.
- G. The Agency will host family events and adult education events throughout the school year. The Agency will provide the following:
1. A minimum of one activity per month. Activity may be an adult education activity or family event. At least four of these activities will be family events;
 2. Adult education activities or family events based on families' interests, needs, and input, intentionally planned to appeal to and be inclusive of the diversity of enrolled families, the importance of men in children's lives, and the unique needs of each community;

3. Adult education activities or family events that support learning in at least one of the critical domains of ECEAP:
 - a. Social Emotional learning;
 - b. Family Engagement and Leadership;
 - c. Child Development and Learning;
 - d. Health, Safety and Nutrition;
 - e. Family Math Curriculum (at least one event per year);
 - f. Parenting and Family Development; and
 - g. Other topics such as: executive function; communication; literacy; science; education and employment readiness; financial stability; kindergarten transition; brain development; positive guidance; resiliency; and diversity, equity, and inclusion; and
4. When utilizing presenters contracted by the County, a minimum participation of at least eight adults. Agencies may be required to reimburse the County if minimum participation is not met.

III. INTERAGENCY PARTICIPATION

- A. The Agency will participate in the following:
 1. Accept on-site and virtual technical assistance and training from the County to enhance program quality;
 2. Accommodate County/DCYF monitoring visits. Visits to Agency sites will be prearranged whenever possible; the County and DCYF reserve the right to conduct spontaneous virtual monitoring;
 3. Interagency planning, training, coordination, and evaluation meetings (Program Manager meetings, staff trainings, continuous quality improvement, DCYF, etc.); and
 4. Support policy council/committee meetings, school-readiness and transition activities, and Health Advisory Committee (HAC) activities.
- B. All monitoring visits, trainings, meetings, and activities with families may be conducted virtually and/or in-person, with family preference determining location of family activities.

IV. AGENCY REQUIREMENTS

- A. The Agency will develop and implement systems and practices to ensure program compliance and continuous quality improvement. Program Managers will:
1. Intentionally monitor Contract deliverables using ELMS and TS GOLD® reports;
 2. Coach staff to monitor their deliverables to meet the requirements;
 3. Intentionally monitor MERIT for PBC, staff qualification, and vaccination mandate requirements;
 4. Inform the County regarding any non-compliance issues in advance;
 5. Assume Instructional Leadership at the sites by completing trainings pertaining to the required curricula and strategies, including Creative Curriculum, TS GOLD®, Second Step, Child Protection Unit, Mobility Mentoring, Conscious Discipline, Positive Behavior Support, Health, Safety and Nutrition practices and requirements, and coaching practices;
 6. Implement recommendations as described in annual monitoring reports and other site contact reports completed by the County; and
 7. Participate in monthly meetings including but not limited to:
 - a. County-wide program manager meetings;
 - b. Coordinator/program manager meetings;
 - c. Contract compliance meetings; and
 - d. Other meetings as deemed necessary by the County or as requested by the Agency.
- B. The Agency will provide the following educational and developmental services:
1. Complete the following and enter results into ELMS:
 - a. A general developmental screening using one of the screening tools identified in ELMS which includes speech/language, social-emotional, physical/motor, and cognitive development to be administered one time for each child within the child's first 45 days of services;
 - b. Health screenings on each child;

- c. Medical and dental exams due within the child's first 90 days of services each year;
 - d. Vision and hearing screenings conducted within the child's first 90 days of services;
 - e. Appropriate referrals or rescreening within the following 45 days when indicated; and
 - f. Evidence of family input and implementation of culturally relevant curricula.
2. Implement the following in TS GOLD®:
- a. Enter actual start date in ELMS to ensure child's record rolls into TS GOLD®;
 - b. Complete the Home Language Survey on **ALL** ECEAP children within 21 calendar days of the child's first day in class and assess the child's English language acquisition, if indicated;
 - c. Complete weekly or biweekly plans, either directly in TS GOLD® or uploaded into TS GOLD®, including all components of the daily routine as outlined in Exhibit E ECEAP Performance Standards IC-4 and IC-16. Ensure that plans:
 - 1) Reflect documentation of individualization for children;
 - 2) Include emergent learning opportunities; and
 - 3) Document the implementation of the Creative Curriculum, Second Step, the Child Protection Unit, and studies;
 - d. Enter child observations in TS GOLD®:
 - 1) Complete weekly observations and enter related data at least every other week throughout the program year to ensure adequate data is available to inform weekly plans, individualized instruction, and to share child's progress toward goals with family throughout the year and at parent-teacher conferences;
 - 2) Complete and record observations related to child progress towards goals consistent with the *Guidance: Assessments Observations in My Teaching Strategies Gold*;

- 3) When home language survey indicates, document observations for Objectives 37 and 38;
- e. Complete the developmental assessment Checkpoints in TS GOLD® for each child two times, at minimum, this year according to the following schedule:
 - 1) Fall Checkpoints due November 15, 2023;
 - 2) Spring Checkpoints due June 15, 2024, or the last day of class if prior to June 15, 2024; and
 - 3) Winter Checkpoints may be completed, as needed, to support individual children's development and are due February 15, 2024.
- f. Require newly hired ECEAP Lead Teachers to complete required training:
 - 1) TS GOLD® online training: *Introducing MyTeachingStrategies* and *Objectives for Development and Learning*, within six months of hire;
 - 2) TS GOLD® Interrater Reliability Certification, *Preschool Including Dual Language Learners and Children with Disabilities*, within six months of hire. If hired after December 1, 2023, no later than May 31, 2024;
 - 3) Creative Curriculum online training: *Creative Curriculum for Preschool: Foundation* and *Creative Curriculum for Preschool: Daily Resources*, within 18 months of hire; and
 - 4) Snohomish County Medication Management within 30 days of hire; and
- g. Ensure Lead Teachers maintain valid reliability certification in TS GOLD®, passing the reliability test prior to the expiration of current certification;
3. Implement the following curricula and tools:
 - a. Creative Curriculum for Preschool as the foundation for curriculum planning;
 - b. Second Step and the Child Protection Unit;
 - c. (At minimum), three four-week or longer studies using either the Early Childhood Hands-On Science (ECHOS) curriculum, The Creative

Curriculum Studies, another curriculum approved by the County, or teacher-designed studies. Teacher-designed studies must have a written plan, which includes, at minimum: small group activities learning objectives for, and science process skills included in, each activity; new vocabulary to be introduced; and materials added to interest areas to reinforce learning; and

- d. Intentional strategies and activities designed to develop and strengthen early learning concepts and skills in the following domains, consistent with County expectations and *Snohomish County Guidance Curriculum Planning*:

- 1) Early numeracy;
- 2) Language and literacy;
- 3) Social-emotional; and
- 4) Nutrition and health activities;

- 4. The Agency will ensure that staff participate in mandatory training regarding implementation of all curricula and tools; and

- C. The Agency will require newly hired Family Support staff to complete the following required training:

- 1. Mobility Mentoring Foundations online course within 90 days of hire;
- 2. Ongoing professional development to support coaching practices; and
- 3. Snohomish County Medication Management within 30 days of hire.

- D. The Agency will implement the following family support services:

- 1. Mobility Mentoring, completing required assessment and goal follow-up according to the following schedule:

- a. First assessment and goal(s):

- 1) November 30, 2023 for families enrolled by October 31st; and
- 2) Within 30 days after first day of class for all other families;

- b. Mid-year check-in:

- 1) March 29, 2024 for all families enrolled before February 2nd; and

- 2) Not required for families enrolled February 2nd or later; and
 - c. Final assessment and goal documentation: Last day of class; June 28, 2024, if classes extend to end of June;
 2. Family-centered coaching that is individualized for family needs;
 3. Provide interpretation for families whose home language is other than English for parent-teacher conferences, home visits, adult education events, and other events and meetings offered;
 4. A variety of opportunities for families to be involved and engaged in all facets of ECEAP services including but not limited to:
 - a. Planning and delivery of Family and Adult Education events;
 - b. Classroom curricula and activities;
 - c. Site Policy Council; and
 - d. County PAC and HAC; and
 5. Leadership training opportunities.
- E. The Agency will ensure that classroom environment and interactions include the following:
1. Minimum outdoor time of at least 20 minutes for Part-Day classrooms, and a minimum of at least two, preferably three, separate (not back-to-back) blocks of outdoor time totaling 90 minutes for School-Day classrooms. Licensed sites must ensure alignment with WAC 110-300-0360;
 2. Evidence that family demographics, children's family structure, race, culture, tribal affiliation, and home languages directly inform:
 - a. Physical classroom and daily schedule according to Creative Curriculum, ECEAP Performance Standards and local Health District Guidelines;
 - b. Adult-child interaction strategies to establish and maintain a positive, productive classroom environment and to promote children's language development and critical thinking;
 - c. Social-Emotional Learning, Positive Behavior Support Strategies, including Second Step and Conscious Discipline tools and strategies. This includes but is not limited to intentional transitions, predictable

routines, picture prompts, etc. to promote positive classroom management, children's understanding of expectations and children's social-emotional development; and

- d. Positive Behavior Support processes to support children exhibiting challenging behaviors. Partner with families to develop and implement plans, ensuring consistency between home and school, and honor cultural or traditional practices.
- F. The Agency will participate in trainings and will implement strategies and practices that address institutional and systemic racism in all aspects of ECEAP programming, including the implementation of strategies and practices recommended by the County.
- G. The Agency will promote Family Engagement values and strategies throughout all aspects of ECEAP programming to increase shared leadership, and support families in their critical role as their child's first and most important teacher. Activities will include, but are not limited to:
- 1. Regularly using Ready Rosie;
 - 2. Implementing Family Math curriculum and games in the classroom and support families to use them at home;
 - 3. Providing opportunities for families to learn about Conscious Discipline practices and strategies and support them to implement them at home; and
 - 4. Providing opportunities for families to develop advocacy and leadership skills.

EXHIBIT C
CONTRACT BUDGET - UNIT RATE
EARLY CHILDHOOD EDUCATION AND ASSISTANCE PROGRAM

AGENCY NAME: Edmonds School District
CONTRACT PERIOD: 8/1/2023 to 6/30/2024

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
State ECEAP	8/1/2023 - 6/30/2024	\$ 1,295,360		\$ 1,295,360
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 1,295,360	\$ -	\$ 1,295,360

MATCHING RESOURCES:

TOTAL MATCHING RESOURCES: \$ -	

MATCH REQUIREMENTS FOR CONTRACT: % AMOUNT:

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

UNIT (NAME)	TOTAL # OF UNITS	RATE PER UNIT	TOTAL UNIT COSTS	FUND SOURCE	DEFINITION/NARRATIVE (if applicable)
Aug 2023 ECEAP Services	160	N/A	\$ 64,768	State ECEAP	Comprehensive preschool services
Sep 2023 ECEAP Services	160	N/A	\$ 129,536	State ECEAP	Comprehensive preschool services
Oct 2023 ECEAP Services	160	N/A	\$ 129,536	State ECEAP	Comprehensive preschool services
Nov 2023 ECEAP Services	160	N/A	\$ 129,536	State ECEAP	Comprehensive preschool services
Dec 2023 ECEAP Services	160	N/A	\$ 129,536	State ECEAP	Comprehensive preschool services
Jan 2024 ECEAP Services	160	N/A	\$ 129,536	State ECEAP	Comprehensive preschool services
Feb 2024 ECEAP Services	160	N/A	\$ 129,536	State ECEAP	Comprehensive preschool services
Mar 2024 ECEAP Services	160	N/A	\$ 129,536	State ECEAP	Comprehensive preschool services
Apr 2024 ECEAP Services	160	N/A	\$ 129,536	State ECEAP	Comprehensive preschool services
May 2024 ECEAP Services	160	N/A	\$ 129,536	State ECEAP	Comprehensive preschool services
Jun 2024 ECEAP Services	160	N/A	\$ 64,768	State ECEAP	Comprehensive preschool services
		Total	\$ 1,295,360		

Invoice Number: _____



EXHIBIT D
ECEAP UNIT RATE INVOICE
SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
3000 Rockefeller Avenue, M/S 305
Everett, WA 98201

CONTRACTING AGENCY NAME & ADDRESS: <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Edmonds School District</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-top: 10px;">20420 68th Ave W</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px; margin-top: 10px;">Lynnwood, WA 98036</div>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">PROJECT TITLE</td> <td>Early Childhood Education & Assistance Program</td> </tr> <tr> <td>REPORTING Period:</td> <td> <div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; width: 100%;"> Month Year </div> </td> </tr> <tr> <td>CONTRACT #:</td> <td>EL-23-60-22-290</td> </tr> <tr> <td>AUTHORIZED FUND:</td> <td>State ECEAP</td> </tr> </table>	PROJECT TITLE	Early Childhood Education & Assistance Program	REPORTING Period:	<div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; width: 100%;"> Month Year </div>	CONTRACT #:	EL-23-60-22-290	AUTHORIZED FUND:	State ECEAP
PROJECT TITLE	Early Childhood Education & Assistance Program								
REPORTING Period:	<div style="border-bottom: 1px solid black; display: flex; justify-content: space-between; width: 100%;"> Month Year </div>								
CONTRACT #:	EL-23-60-22-290								
AUTHORIZED FUND:	State ECEAP								

Contractor Certification: I hereby certify under penalty of perjury that the units of service and totals listed herein have been provided in accordance with contractual obligations to the Snohomish County Human Services Department and that all units of services were provided without discrimination on the grounds of race, creed, national origin, handicap, sex or age.

AUTHORIZING SIGNATURE: _____ **DATE:** _____

SUPPORTING INFORMATION

SERVICE MONTH PAYMENT POINTS	NUMBER OF ECEAP FUNDED SLOTS	MONTHLY RATE	REQUESTED REIMBURSEMENT
AUGUST 2023	160	\$ 64,768	
SEPTEMBER 2023	160	\$ 129,536	
OCTOBER 2023	160	\$ 129,536	
NOVEMBER 2023	160	\$ 129,536	
DECEMBER 2023	160	\$ 129,536	
JANUARY 2024	160	\$ 129,536	
FEBRUARY 2024	160	\$ 129,536	
MARCH 2024	160	\$ 129,536	
APRIL 2024	160	\$ 129,536	
MAY 2024	160	\$ 129,536	
JUNE 2024	160	\$ 64,768	
TOTAL			\$ -

FOR OFFICE USE ONLY:

Invoice:	Period:
Date:	
Batch No:	
DAC: 124-5202104101	Amt:
Payment Date:	
Approval:	



2023-24 ECEAP PERFORMANCE STANDARDS



Washington State Department of
CHILDREN, YOUTH & FAMILIES



Washington State Department of CHILDREN, YOUTH & FAMILIES

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Introduction to the 2023-24 ECEAP Performance Standards

The Early Childhood Education and Assistance Program (ECEAP) is Washington State's Preschool program that supports children and families who are furthest from opportunity. ECEAP provides high-quality comprehensive services that focus on the whole child. Children receive individualized, child-centered services including education, health coordination and family support services.

The ECEAP Performance Standards explain the service delivery requirements of the Washington State Early Childhood Education and Assistance Program (ECEAP). They serve as the basis for ECEAP program monitoring. Contractors must comply with the Performance Standards as part of their contract with the Department of Children Youth and Families. As the foundation of quality, all ECEAP sites must comply with health and safety requirements in [WAC 110-300](#).

ECEAP Contractors must also comply with all applicable federal, state, tribal or local regulations.

DCYF ECEAP commits to dismantling racism and building an equitable state-funded preschool system in Washington. Increasing our understanding of and capacity to address the deep-rooted impacts of bias and racism at every level is the highest priority for our team. We embrace equity as a foundation of and driving force behind our work by listening to and learning from families, contractor staff and communities. Driven by this commitment, we develop and revise systems, policies and practices with the goal of eliminating disparities and transforming lives.

The 2023-24 Standards will be in effect beginning July 1, 2023.

Performance Standards are the minimum requirements to address the goals of ECEAP. Contractors are encouraged to exceed standards based on community, child and family needs to:

- Provide a comprehensive pre-kindergarten program that integrates education, family support and health services.
- Foster the development of the whole child and enhance opportunities for success in school and life.
- Focus on parent and family strengths and support each parent as their child's first and most important teacher and provider of safety, loving care and stability.
- Honor each family's culture and language, and ensure culturally-relevant services.

These Performance Standards are the work of many dedicated ECEAP program administrators, staff, and families who shared their vision and expertise.

Intent and Authority

This section covers the intent and authority behind the ECEAP Performance Standards and provides definitions for terms used throughout this document.

IA-1 ECEAP Definitions

“504 Plan” is a formal plan required by Section 504 of the Rehabilitation Act of 1973, which prevents discrimination based on disability. A 504 Plan supports schools in providing “free appropriate public education” (FAPE) for students with a physical or mental impairment that limits one or more major life activities.

“Affirmative Action” means taking action to increase the representation of affected groups in the workforce when a particular group is under-represented.

“Alternative Attendance Plan” means a temporary plan developed with the family, that includes a beginning and end date and ensures comprehensive services when a child is unable to attend or unavailable for the regular daily schedule.

“Annual Learning Plan” means the annual plan that focuses on each staff member’s professional development goals.

“Anti-Bias” practices involve creating a community that supports all dimensions of human differences, including culture, race, language, ability, learning styles, ethnicity, family structure, religion, sexual orientation, gender identity, gender expression, age, and socioeconomic differences. Which includes addressing issues of personal and social identity, social-emotional relationships with people different from oneself, prejudice, discrimination, critical thinking, and taking action for fairness.

“Child Focus Response Plan” (formerly Positive Behavior Support Plan) means a specific plan to meet the individual behavioral needs of a child due to trauma, learning difficulties or emotional and behavioral challenges.

“Contractor” means the organization providing ECEAP services under a signed contract with the Washington State Department of Children, Youth and Families.

“Cultural” or “culturally” means relating to the ideas, customs, and social behavior of all communities.

“Culturally Relevant” means children see and experience themselves, their families and culture reflected in the classrooms. They experience their full identities affirmed.

“Culturally Responsive” means teachers and staff weave children’s cultural ways of knowing into their teaching, finding what works for each child.

“Curriculum” consists of the plans for learning experiences through which children will acquire knowledge, skills, abilities and understanding.

“DCYF” means the Washington State Department of Children, Youth and Families.

“Dual Language Learners” refers to children who are learning two or more languages at the same time. This term includes children who learn two or more languages from birth, and children who are still mastering their home language when they are introduced to and start learning a second language. (Source: The Washington State Early Learning and Development Guidelines.)

“ELMS” means the Early Learning Management System, the database where Contractors enter ECEAP program and child information.

“ESE” means Exceeds State Median Income Eligibility wherein a family’s income exceeds the state median income percentage for ECEAP eligibility.

“Gender expression” External appearance of one's gender identity, usually expressed through behavior, clothing, haircut or voice, and which may or may not conform to socially defined behaviors and characteristics typically associated with being either masculine or feminine.

“Gender identity” One's innermost concept of self as male, female, a blend of both or neither – how individuals perceive themselves and what they call themselves. One's gender identity can be the same or different from their sex assigned at birth.

“Government to Government” refers to the relationship between Washington State and Tribal Governments. ([RCW 43.376.010](#))

“Impact” is the current DCYF determined data system used by Early Achievers partners including Child Care Aware/regional lead agencies to track and maintain data including facility/sites quality improvement progress.

“Inclusion” embodies the values and practices that create access to individualized opportunities for every child and their family. State agencies, Tribal Sovereign Nations, community partners and families all work together to provide access to inclusive high-quality early childhood programs for all children. Inclusive practices ensure that all children and their families, regardless of ability, can participate in a broad range of activities and are supported to engage as full members of their communities and society. The desired result of inclusive experiences for all children is that they feel a sense of belonging to a community, develop positive social relationships and friendships, and experience learning that engages the individual child's development.

“Individual Care Plan” means a specific plan to meet the individual needs of a child with a food allergy, special dietary requirement due to a health condition, or other special needs or circumstances. This must be informed by any existing:

- Individualized Education Program (IEP) or Individual Family Service Plan (IFSP)
- Individual Health Plan
- 504 plan
- Individualized Family Service Plan (IFSP)
- Individualized Meal Plan
- Child Focus Response Plan (formerly Positive Behavior Support Plan)

“Individualized Education Program” (IEP) is a written statement for a student eligible for special education that is developed, reviewed and revised in accordance with state and federal laws.

“Individualized Family Service Plan” (IFSP) is a process and document that a family and a team of specialists develop to assist family and child in accordance with state and federal laws.

“Instructional Leadership” (IL) is a relationship-based professional development strategy that is strengths based, learning focused, culturally responsive and grounded in the relentless pursuit of equity. It is informed by data and measured by improvement in instructional practice and in child and family outcomes. It fosters a culture of reflective practice that builds self-awareness to increase knowledge and apply skills.

“Isolation” means purposely leave a child unsupervised to de-escalate due to behavior.

“Job-Embedded Professional Learning” (JEPL) is an individualized, collaborative process of continuous improvement that makes a direct connection between learning and application. It takes place within the context of an early learning professional's day-to-day practice, is data-informed and intended to improve outcomes.

“Kindergarten Transition” is a process that involves children, families, schools, and communities over the life of the child to set the stage for success in learning.

“Local Education Agency” (LEA) is a public board of education or other public authority within a state that maintains administrative control of public elementary or secondary schools in a city, county, township, school district or other political subdivision of a state.

"MERIT" means the Managed Education and Registry Information Tool, Washington's professional development registry for early learning.

"Parent" means birth parent, custodial parent, foster parent, guardian, or other person legally responsible for the welfare of the child.

"Professional Development Plan" (PDP) means a specific education plan for an employee to complete in order to meet the education qualifications for their position.

"Restraint" means to bind or restrict a child's movement or forcibly move them to another area.

"Special Needs" is a term used for children who require assistance due to learning difficulties, physical or mental disability, or emotional and behavioral difficulties and who have documentation in the form of a healthcare provider's diagnosis, an individualized educational program (IEP), individual health plan (IHP), 504 plan or an individualized family service plan (IFSP).

"Subcontractor" means an individual or entity that is not an employee of the contractor who is providing all or part of the ECEAP services under a contract or interagency agreement with an ECEAP contractor. All services provided by subcontractors must comply with these ECEAP Performance Standards.

"Transition" is the process or period of time to change from one activity, place, learning environment, or sleeping arrangement to another.

"Tribal Child" (*Temporary definition*) Children are considered tribal if they are members of sovereign tribal nations that have a government-to-government relationship with the U.S. government. This is verified through site approval if enrolling at a tribal site, or parent report if enrolling at a non-tribal site.

"Tribal Sovereign Nation" means the federally recognized Indian Tribe that has executed this contract and its designated subdivisions and agencies performing services pursuant to this contract and includes the Tribal Sovereign Nation officers, employees, and/or agents. For purposes of any permitted Subcontract, "Tribal Sovereign Nation" includes any Subcontractor of the Tribal Sovereign Nation and the Subcontractor's owners, members, officers, directors, partners, employees, and/or agents.

"WAC" means the Washington Administrative Code, which are regulations of executive branch agencies issued by authority of statute.

IA-2 Non-Discrimination

- (1) Contractors must not deny service to, or discriminate against any person who meets the eligibility criteria for ECEAP on the basis of sex, gender identity, race, ethnicity, color, religion, age, national origin, citizenship, ancestry, physical or mental disability, health, family configuration, sexual orientation, gender expression, culture, veteran status, stages of child development including toilet learning or public assistance recipient status.
- (2) Contractors must comply with the requirements of the Washington law against discrimination ([Chapter 49.60 RCW](#)) and with the [Americans with Disabilities Act \(ADA\)](#).
- (3) Contractors must have a written nondiscrimination policy addressing:
 - (a) At least, but not limited to the factors listed in section (1) of this section,
 - (b) The process for family complaints including but not limited to;
 - (i) How families may submit a complaint
 - (ii) Organization's timeline for responding
 - (iii) Steps organization will take for resolution
 - (iv) How the organization will respond to the family (written)
 - (v) Process for who to contact at DCYF if complaint is unresolved
 - (c) The process for informing and training staff on nondiscrimination policy

- (4) Non-discrimination policy should be included in parent handbook or other written communications, with translations as appropriate.

Child Outcomes

Positive child outcomes are supported by the requirement that all children in ECEAP receive an approved developmental screening, followed by developmental monitoring through the use of ongoing, culturally aware observation and assessment to track children's development. Referrals for further evaluation are provided if needed. Staff partner with families throughout this process. Ongoing observation and assessment of each child by qualified, culturally responsive classroom staff ensures that needs are identified and children and families receive the support needed as they move through ECEAP and transition into kindergarten.

CO-1 Developmental Screening and Referrals

- (1) Contractors must conduct a developmental screening of each child with parental consent, within 45 calendar days, counting a child's first day attending class as day one. This screening is required only once per child while in ECEAP, and is followed by quarterly assessments of child development.
- (2) Exceptions:
 - (a) If a child received a developmental screening within six months prior to starting ECEAP, and the contractor obtains documentation of that screening, the contractor may use the existing screening.
 - (b) The contractor does not need to complete a developmental screening for children who are on an active Individualized Education (IEP), unless the IEP is for speech/language only.
- (3) The purpose of the developmental screening is to identify children who may need further evaluation or referral for special services.
- (4) The developmental screening tool must:
 - (a) Be valid and reliable.
 - (b) Be sensitive to the cultural and linguistic needs of enrolled children and families.
 - (c) Screen speech/language, social-emotional, physical/motor and cognitive development.
- (5) The developmental screening must be administered:
 - (a) With written parent consent and collaboration.
 - (b) By qualified and trained staff.
 - (c) In a child's home language by bilingual staff, or through an interpreter together with qualified staff, when possible.
- (6) After completing the screening, staff must score the tool and share the results with the family in their home language when possible. If any child scores as needing further evaluation, staff must:
 - (a) Meet with the parent to discuss result to determine if a rescreen or referral is appropriate.
 - (i) Rescreens must follow the guidance of the developmental screening tool used.
 - (b) Refer the parent to the LEA for further evaluation.
 - (c) Ensure the child receives the needed evaluations and any related services, while respecting parent choice.
 - (d) Partner with the LEA to support federal and state timelines for the evaluation process.
- (7) For all children with an Individualized Education Program (IEP), contractors must:
 - (a) Request that the LEA invite the ECEAP teacher to IEP meetings.
 - (b) Support the participation of ECEAP teachers to attend IEP meetings.
 - (c) Obtain a copy of the current IEP and retain in child's file.
 - (d) Include the child's IEP goals in individualized planning.
- (8) Staff must document developmental screening dates, results, referrals, follow-ups and IEP dates in ELMS.

CO-2 Transition Plan

Effective transitions create continuity in the growth and development of children and the cultivation of relationships that begin at birth and extend long into a child's life. Successful transitions include the child, family, early care and education providers, pre-K and school district staff and the larger community.

- (1) Contractors must write a transition plan in partnership with families that includes an annual schedule of activities to assist children and families transitioning:
 - (a) Into ECEAP from home, another contractor or other early learning care
 - (b) Between rooms at any B-5 ECEAP site
 - (c) Out of an ECEAP classroom to another contractor or other early learning care
 - (d) From ECEAP to kindergarten
 - (e) From an IFSP to an IEP.
- (2) Kindergarten Transition Plan must include how contractors will coordinate with schools in their service areas to:
 - (a) Plan joint family events, when possible.
 - (b) Connect ECEAP families to school kindergarten readiness events provided by schools.
 - (c) Inform ECEAP families of kindergarten registration processes.
 - (d) Build relationships with kindergarten teachers to promote successful transitions.
 - (e) Exchange child information, such as child assessments, with parent permission.
 - (f) Discuss during parent-teacher conferences to help families understand their child's progress towards kindergarten readiness.

CO-3 Observation

- (1) Contractors must ensure teaching staff observe each child and document these observations in Teaching Strategies GOLD®. These observations must:
 - (a) Document what children say and do, with whom and where they play.
 - (b) Be written in objective and factual notes, including direct quotations of language and descriptions of actions.
 - (c) Occur across a variety of activities, locations and throughout the daily schedule.
 - (d) Cover the following areas of development and learning for the individual child: social-emotional development, physical development, language development, cognitive development, literacy and mathematics.
 - (e) Take place over time, throughout the school year.
 - (f) Include family observation, if available.
- (2) Staff will use these observations to:
 - (a) Learn more about the child's development, skills, abilities, interests, friendships, interactions, behavior and identify additional supports needed.
 - (b) Inform Teaching Strategies GOLD® checkpoint ratings.
 - (c) Develop individualized curriculum and guidance plans.

CO-4 MyTeachingStrategies® GOLD® Assessment

- (1) All ECEAP contractors must use MyTeachingStrategies® GOLD® to document assessment of child development and learning, and participate in the ELMS to GOLD® data feed which loads ECEAP site, class, teacher and child data into GOLD® and archives exited ECEAP children automatically. This includes all ECEAP subcontractors.
- (2) Contractors must:
 - (a) Finalize checkpoint ratings in GOLD® by the DCYF quarterly due date for each child who attended class for a minimum of three weeks prior to the checkpoint.
 - (b) Ensure teachers gather observations and additional information from family and staff, including from observers who speak the child's home language, when possible.
 - (c) Rate all required objectives in the six areas of development and learning (mathematics, language, literacy, social-emotional, physical and cognitive) for each child.

- (d) Complete the Home Language Survey by each child's first checkpoint after enrollment and if indicated, assess the child's English language acquisition using objectives 37-38.
- (3) Contractors must analyze their aggregate child assessment data to inform continuous improvement planning, including:
 - (a) Culturally responsive teaching practices.
 - (b) Curriculum decisions.
 - (c) Staff professional development.

CO-5 Individualization

- (1) Contractors must ensure teaching staff individualize child goals, curriculum, and supports based on:
 - (a) Staff observations of the child, interactions and environment.
 - (b) Assessment data.
 - (c) Family observations of the child.
 - (d) Information gained from parent-teacher conferences.
 - (e) IEPs, if applicable.
 - (f) Individual Care Plan, if applicable.
 - (g) Child Focus Response Plan (formerly Positive Behavior Support Plan), if applicable.
- (2) Teaching staff must document individualization in one or more of the following:
 - (a) Parent-teacher conference notes.
 - (b) The Teaching Strategies GOLD® Family Conference Form.
 - (c) Curriculum plans.
 - (d) Individual learning plans.
 - (e) Child Focus Response Plan (formerly Positive Behavior Support Plan).

Family Engagement and Partnerships

Relationship-based family partnerships are an essential component of ECEAP comprehensive services. A contractor must integrate parent and family engagement strategies into all systems and program services to support family well-being. Using Mobility Mentoring®, an innovative two-generation approach that addresses the prevalent needs of families, ECEAP staff collaborate with families to build partnerships that engage families in many levels of program activities and support the development of each enrolled child's whole family. Begin the Mobility Mentoring Bridge and Assessment as early in the program year as possible. The goal setting process continues for as long as the family participates in the program, based on parent interest and need.

These practices include identifying and interrupting biases with awareness-building, listening to families about their experiences, training and staff accountability. Anti-bias practices create and foster responsive environments in which all children and their families experience an unconditional sense of belonging and acceptance.

FEP-1 Family Engagement and Partnership Principles

- (1) While providing services to families, staff must:
 - (a) Recognize and focus on parent and family strengths.
 - (b) Build relationships based on mutual respect, trust and equality.
 - (c) Acknowledge parents and family members as resources to themselves and others.
 - (d) Respect family beliefs, culture, language, traditions and child rearing practices.
 - (e) Engage with families in the family's preferred language or through an interpreter, to the extent possible, and ensure families have the opportunity to share personal information in an environment in which they feel safe.

FEP-2 Parent-Teacher Conferences

- (1) Contractors must ensure ECEAP teachers provide regular ongoing parent-teacher conferences as needed with a minimum of one for each enrolled child per quarter.

- (a) For Part Day and School Day classes, contractors must schedule three conferences per year.
- (b) For Working Day classes, contractors must schedule four conferences per year.
- (c) Contractors may provide additional conferences based on family request or individual child needs.
- (2) To count as one of the required parent-teacher conferences, each conference must be:
 - (a) A minimum of 30 minutes.
 - (b) Scheduled based on individual family needs.
 - (c) In a location agreed upon with the family.
 - (d) Face-to-face in person or online with the family.
 - (e) Be planned with individualized content for each child.
- (3) Phone or email contact may be used in place of face-to-face visits **only** for additional conferences, follow-up conversations or during Non-Traditional Remote Service (see PAO-68).

FEP-3 Parent-Teacher Conference Content

- (1) During each conference, teachers partner with families to:
 - (a) Learn about the child's family, culture and language.
 - (b) Hear family's observations of their child's strengths, skills, interests, needs and goals.
 - (c) Gather family's suggestions for class activities and ways their family culture can be included in the classroom and curriculum.
 - (d) Develop at least one educational or developmental goal for the child, aligned with the child's cultural and language development.
 - (e) Review and update goals set at previous conferences.
- (2) During conferences, teachers share:
 - (a) Their observations of the child's strengths, skills, interests and development.
 - (b) Screening results and assessment data.
 - (c) The child's progress toward:
 - (i) Meeting their goal(s).
 - (ii) Kindergarten readiness.
 - (d) Information about kindergarten and individualized planning for transitions with family.
- (3) Contractors must not count time spent in enrollment processes as parent-teacher conferences, though both may happen during one meeting.
- (4) Contractors must ensure documentation in ELMS of:
 - (a) Date, location, topics, and summary of discussion for each parent-teacher conference.
 - (b) Follow-up plans.
 - (c) Follow-up contacts between family and teachers outside of regular conferences.

FEP-4 Family Support Visits

- (1) Contractors must ensure ECEAP family support staff provide a minimum of one family support visit per family, per quarter.
 - (a) For Part Day and School Day classes, contractors must schedule three visits per year.
 - (b) For Working Day classes, contractors must schedule four visits per year.
 - (c) Contractors must schedule visits to align with ECEAP Mobility Mentoring® checkpoints.
- (2) To count as one of the required formal family support visits, each visit must be:
 - (a) A minimum of 30 minutes.
 - (b) Scheduled based on individual family needs.
 - (c) In a location agreed upon with the family.
 - (d) Face-to-face in person or online with the family.
 - (e) Planned with individualized content for each family for each visit.
- (3) Contractors should provide additional family support visits as needed, based on each family's strengths, needs and requests.

- (4) Phone or email contact may be used in place of face-to-face visits **only** for additional conferences, follow-up conversations or during Non-Traditional Remote Service (see PAO-68).

FEP-5 Family Support Visit Content

- (1) Contractors must use the Mobility Mentoring® approach in partnership with families to:
 - (a) Gather information on family strengths and needs through conversation.
 - (b) Identify goals and next steps based on the information gathered using the *Bridge to Child and Family Self-Reliance*.
 - (c) Develop family goals that are:
 - (i) Specific
 - (ii) Measurable
 - (iii) Attainable
 - (iv) Relevant
 - (v) Time-Limited
- (2) Connect families with relevant and culturally-appropriate community resources and referrals as outlined in FEP-13 Resources and Referrals.
- (3) Follow up on goals and accomplishments.
- (4) Contractors must ensure family support visits focus on building adult capabilities to support meeting personal and family goals. Contractors must not count time spent in enrollment processes as family support, though both may happen during one meeting.
- (5) Staff must document in ELMS:
 - (a) Date, location, topics and summary of discussion for each family support visit.
 - (b) Follow-up plans.
 - (c) Follow-up contacts outside of regular family support visits.
 - (d) Shared visits with Head Start or home visiting services programs.
 - (e) Mobility Mentoring® per the DCYF checkpoint ELMS documentation dates:

First day in class by October 31st	First day in class between Nov.1 st and Feb. 1st	First day in class after Feb.2 nd and 60 days before the last day of school
Pre-assessment Due November 30th	Pre-assessment Due 30 days after first day of class	Pre-assessment Due 30 days after first day of class
Mid-Year Check-in Due March 31st	Mid-Year Check-in Due March 31st	No Mid-Year Check-in
Post-assessment Due June 30th	Post-assessment Due June 30th	Post-assessment Due June 30th

FEP-6 Health Coordination Services for Families

ECEAP follows a medical home model which provides comprehensive health services, coordinates needed services, and helps families learn the best way to help their child grow up healthy. It is crucial to link families to a medical home that best serves children's needs by providing continuous, accessible medical care.

- (1) Contractors must work with families to:
 - (a) Determine if children have regular medical and dental providers, and dates of last visits.
 - (b) Determine children's medical, dental, nutritional or mental health needs, including immunization status, current medications, allergies and life-threatening conditions.
 - (c) Provide support to ensure children's health care needs are met.
 - (d) Create an Individual Care Plan (see IC-2), if needed.
 - (e) Ensure staff follow recommendations from the child's licensed or certified medical, mental health, dental or educational provider (IC-2(b)).
- (2) Contractors must also assist families to:
 - (a) Advocate for their child's health and safety needs.
 - (b) Obtain information on fluoridation, if needed.
 - (c) Access health information on topics of family interest.
- (3) Contractors must track health care coordination for each child which includes:
 - (a) Health referrals.
 - (b) Follow-up to ensure treatment is completed.
 - (c) Planning for ongoing health care needs.
- (4) Contractors must maintain documentation of these health coordination services (See PAO-11).

FEP-7 Dental Screening

- (1) Contractors must work with families to ensure that children who have not had a dental exam within the last six months receive a dental exam or screening by a dental hygienist, within 90 calendar days, counting children's first day attending class each school year as day one.
- (2) Contractors must verify and document in ELMS:
 - (a) date of a completed dental exam or screening by a dental hygienist and
 - (b) any plan for follow up treatment and document in ELMS. (See PAO-11 (1)(f)).

FEP-8 Medical Examinations

- (1) Contractors must work with families to ensure that children who have not had a medical exam within the last 12 months receive one within 90 calendar days, counting children's first day attending class each school year as day one. This exam must meet the standards set by the Washington State Early and Periodic Screening, Diagnostic and Treatment (EPSDT) program, including a comprehensive assessment of the physical and mental health, growth, development and nutritional status of the child.
- (2) Contractors must verify and document in ELMS:
 - (a) date of a completed exam
 - (b) and any plan for follow up. (See PAO-11 (1)(g))

FEP-9 Family Confidentiality

- (1) Contractors must provide a meeting space for education and family support services where conversation between family and staff cannot be overheard.
- (2) All family records must be kept confidential. (See PAO-5).

FEP-10 Family Engagement

- (1) Contractors must provide a variety of opportunities for ECEAP families to volunteer, connect with other families, learn about parenting, and grow leadership skills. Opportunities offered must include voluntary participation in classroom, site, community, family, committee and leadership activities.
- (2) Contractors must develop a written plan to encourage involvement from members of historically marginalized and underserved communities, including but not limited to:
 - (a) Families whose primary or home language is not English.
 - (b) Parents or guardians working full time.
 - (c) Fathers or father figures.
 - (d) Family members who are not living at home, including deployed or incarcerated parents or guardians.
 - (e) Parents or guardians with disabilities.
 - (f) Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, Asexual or Gender Non-Conforming (LGBTQIA+) Families
 - (g) Tribal Families
 - (h) Black, Indigenous and People of Color (BIPOC) Families
 - (i) Other underrepresented families as applicable.
- (3) Contractors must ensure that participation in family engagement opportunities is encouraged, but is not a condition of a child's enrollment.

FEP-11 Family Engagement Content

- (1) Contractors must select and provide family engagement opportunities based on enrolled families' expressed interests.
- (2) Activities may include:
 - (a) Class, site, contractor, community or statewide planning or decision-making committees.
 - (b) Classroom volunteering.
 - (c) Community activities that support families' interests or concerns.
 - (d) Community cafés.
 - (e) Curriculum planning.
 - (f) DCYF on-site monitoring.
 - (g) ECEAP self-assessment.
 - (h) Family events.
 - (i) Health advisory committee.
 - (j) Hiring committees.
 - (k) Leadership training.
 - (l) Learning experiences that support parenting, career, or life goals.
 - (m) Local school events.
 - (n) Menu development.
 - (o) Parenting education.
 - (p) Parent policy council.
 - (q) Parent organizations and initiatives.
 - (r) School or community events and organizations.
 - (s) Cultural activities in the classroom and at family events such as crafts, language, singing and dancing.
- (3) Contractors must plan activities on topics based on enrolled families expressed interests, such as:
 - (a) Balancing work and family.
 - (b) Community resources.
 - (c) Enhancement of parenting skills.
 - (d) Family health safety and nutrition.
 - (e) Financial management.

- (f) Family self-sufficiency and executive function, such as the free optional DCYF Families Moving Forward curriculum.
 - (g) Family well-being.
 - (h) Impact of environments and experiences on brain development.
 - (i) Services and supports for children's behavioral challenges.
 - (j) Positive child guidance and parent-child relationship.
 - (k) Transition to kindergarten activities, such as:
 - (i) Parents' rights and responsibilities concerning their child's education.
 - (ii) Communicating with teachers and other school district personnel.
 - (iii) Summer activities to support school readiness.
 - (l) Supporting parents to advocate for their child.
- (4) Contractors must retain for two years, documentation of family engagement opportunities including dates, topics, publicity and attendance, as applicable.

FEP-12 Collaborative Visits with Other Programs

Contractors may provide joint family support visits with Early ECEAP, Head Start, Early Head Start, Early Childhood Intervention and Prevention Services (ECLIPSE) and tribally-funded comprehensive early learning programs staff when the same contractor provides these programs to the same family. DCYF encourages this coordination to better meet the needs of families.

- (1) For families enrolled in both ECEAP and one of DCYF's Home Visiting Services Program (HVSP) such as Nurse Family Partnership or Parents as Teachers, contractors must provide joint family support visits with HVSP staff, whenever possible.
- (2) During joint family support visits, contractors must ensure:
 - (a) All related ECEAP performance standards are met.
 - (b) Staff from each program are included.
 - (c) Shared goals are designed so programs are integrated for families, when possible.

FEP-13 Resources and Referrals

- (1) Contractors must ensure staff provide experiences that enable families to:
 - (a) Identify needed community resources.
 - (b) Understand their rights in accessing services.
 - (c) Navigate service systems.
- (2) Contractors must:
 - (a) Inform families of individualized community resources based on needs identified through conversations with families.
 - (b) Provide assistance in accessing community resources.
 - (c) Follow up with families throughout the year to ensure the resources meet the individualized needs of the family.
 - (d) Document referrals and follow up in ELMS.
- (3) Community resources may address:
 - (a) Adult education, including literacy.
 - (b) Chemical dependency.
 - (c) Childcare.
 - (d) Clothing.
 - (e) Domestic violence.
 - (f) Energy assistance.
 - (g) Financial literacy or budgeting.
 - (h) Food.
 - (i) Health or dental care.
 - (j) Housing.

- (k) Job or training skills.
- (l) Legal services.
- (m) Mental health care.
- (n) Parenting.
- (o) Transportation.
- (p) Cultural connections.

Professional Development, Training and Requirements

Qualified staffing is essential to providing quality services to children and families enrolled in ECEAP. Initial training requirements and ongoing professional development expectations ensure ECEAP staff and volunteers meet the diverse needs of children and families.

PDTR-1 Staffing Patterns

- (1) Contractors must provide adequate staff to comply with ECEAP Performance Standards, including but not limited to the following roles;
 - (a) ECEAP Director
 - (b) Education/Teaching Staff
 - (c) Family Support Staff
 - (d) Recruitment, Eligibility, Enrollment Staff
 - (e) Site Director/FCC Owner, if applicable
 - (f) Health/Nutrition Coordination Staff
 - (g) Mental Health Staff
 - (h) ELMS Administrator
 - (i) Transportation staff, if applicable
 - (j) Food Service staff, if providing food
 - (k) Custodial staff, if applicable
- (2) Contractors must maintain accurate job descriptions for each ECEAP role.

PDTR-2 ECEAP Staff Qualifications and Annual Learning Plans

- (1) Contractors must hire and employ staff who meet the qualifications for their position.
- (2) When a contractor requires additional qualifications, such as paraeducator status, each staff person must also meet the qualifications for their ECEAP role. When a staff person fills more than one position, as defined by ECEAP Performance Standards, they must meet the qualifications for each position.
- (3) Contractors must ensure that staff employment information and education qualifications are entered in the electronic workforce registry (MERIT) within 30 days of hire for each person in the role of ECEAP lead teacher, assistant teacher, and family support staff. Contractors must maintain accurate and up-to-date staff employment information in MERIT.
- (4) Contractors must obtain STARS IDs from the electronic workforce registry (MERIT) and enter the IDs in ELMS for each person in the role of ECEAP lead teacher, assistant teacher, coach and family support staff.
- (5) Contractors must ensure that all staff have annual learning plans that focus on their professional development goals.

PDTR-3 ECEAP Director Role

- (1) An ECEAP Director is directly responsible for the overall program management and oversight of ECEAP services including but not limited to compliance with all ECEAP Contract and Performance Standard requirements.
- (2) The ECEAP Director role may be combined with other roles such as but not limited to: family support staff, education staff, principal or other management level position.

PDTR 4-Lead Teacher Role

- (1) An ECEAP lead teacher is directly responsible for the overall care and planning for the classroom and individual children, including the learning environment and other staff and volunteers. A qualified lead teacher must be present during all ECEAP hours with the exception of breaks.
- (2) The lead teacher must demonstrate competency to:
 - (a) Observe and assess children's development.
 - (b) Analyze and plan classroom curriculum based on individual children's developmental needs and interests.
 - (c) Design the learning environment to:
 - (i) Reflect the culture of children, families, staff and community.
 - (ii) Meet individual and group needs.
 - (d) Implement and supervise developmentally-appropriate learning activities.
 - (e) Build positive relationships with children, families and staff.
 - (f) Plan guidance strategies for children.
 - (g) Engage families as partners in their child's education.

PDTR-5 Lead Teacher Qualifications

- (1) All persons serving in the role of ECEAP lead teacher must meet one of the following qualifications:
 - (a) An associate or higher degree in ECE; or
 - (b) DCYF approved equivalent
- (2) If the best candidate for the position is not fully qualified, the contractor must ensure the newly hired staff person has a minimum of a High School Diploma or equivalent and is on a Professional Development Plan (PDP) to fully meet the qualifications of their role within five years from the date of hire. The PDP timeline for meeting education requirements is cumulative for this role. Contractors must monitor progress on all PDPs and ensure staff make yearly progress to meet the required qualifications.
- (3) If a contractor is in need of a substitute lead teacher for more than two weeks, the substitute must meet ECEAP lead teacher requirements. If a qualified substitute is unavailable, contractors must begin the PDP process within two weeks of appointment.

PDTR-6 Assistant Teacher Role

- (1) An assistant teacher must be present during all ECEAP class hours, whenever there are more than 10 children present or when needed to ensure a safe learning environment.
- (2) An assistant teacher demonstrates competency to implement program activities under the direction of a lead teacher.

PDTR-7 Assistant Teacher Qualifications

- (1) All persons serving in the role of ECEAP assistant teacher must meet one of the following qualifications:
 - (a) Washington State Early Childhood Education (ECE) Initial Certificate or higher or;
 - (b) DCYF approved equivalent
- (2) If the best candidate for the position is not fully qualified, the contractor must ensure the newly hired staff person has a minimum of a High School Diploma or equivalent and is on a Professional Development Plan (PDP) to fully meet the qualifications of their role within five years from the date of hire. The PDP timeline for meeting education requirements is cumulative for this role. Contractors must monitor progress on all PDPs and ensure staff make yearly progress to meet the required qualifications.

PDTR-8 Volunteer Training and Background Check

- (1) Contractors must ensure that persons who volunteer with children are directly supervised by ECEAP staff at all times and are not counted in the staff to child ratio.
- (2) Contractors must plan and implement training for all volunteers on:
 - (a) Their roles and responsibilities.
 - (b) Relevant ECEAP Performance Standards and program policies.
- (3) Persons who volunteer on a weekly or more frequent basis with ECEAP children must:
 - (a) Complete a department background check, pursuant to chapter [110-06 WAC](#).
 - (i) If applicable, obtain a Certificate of Parental Improvement per [RCW 74.13.720](#).
 - (b) Provide proof of tuberculosis (TB) testing or treatment pursuant to [WAC 110-300-0105\(3\)](#).
 - (c) Show proof of MMR immunization or proof immunity in accordance RCW [RCW 43.216.690](#).
 - (d) Complete training on preventing, identifying and reporting child abuse and neglect.
- (4) Contractors must maintain records of volunteer hours and completed training.

PDTR-9 Employment Requirements

- (1) Contractors must require ECEAP staff and household members in a family home early learning program to:
 - (a) Complete a department background check, pursuant to chapter [110-06 WAC](#).
 - (b) Provide proof of tuberculosis (TB) testing or treatment pursuant to [WAC 110-300-0105\(3\)](#)
 - (c) Show proof of MMR immunization or proof of immunity in accordance with RCW [43.216.690](#)

PDTR-10 Required Training

- (1) Contractors must train all staff, including subcontractors on ECEAP Performance Standards, upon hire and annually thereafter.
- (2) Contractors must ensure staff receive specific training for their role as described herein.
- (3) Staff counted in ratio and working with children must:
 - (a) Maintain a current basic standard first aid card.
 - (b) Maintain a current infant/child cardiopulmonary resuscitation (CPR) card.
 - (c) Complete training on natural disasters and human-caused events, including procedures for:
 - (i) Evacuation
 - (ii) Relocation
 - (iii) Shelter in place and lockdown
 - (iv) Staff and volunteer emergency preparedness and practice drills
 - (v) Communication and reunification with families
 - (vi) Continuity of operations and accommodation of children with disabilities and children with chronic medical conditions
 - (d) Emergency procedures.
 - (e) Complete training on universal precautions for prevention of transmission of blood borne pathogens.
 - (f) Complete training on handling and storage of hazardous materials and the appropriate disposal of bio-contaminants.
 - (g) Complete training on preventing, identifying and reporting child abuse and neglect, including abusive head trauma and child maltreatment
 - (h) Complete training on procedures for prevention and response to emergencies due to food and allergic reactions.
- (3) Food service staff preparing full meals and at least one staff person per classroom must:
 - (a) Maintain a Washington State Department of Health food worker card.
 - (b) Monitor and oversee food handling and service and provide orientation and ongoing training as needed for all staff involved in food handling service.
- (2) Staff administering medications must be trained in administration of medication consistent with standards on parent consent.

- (3) All staff must be trained in building and physical premises including identification of and protection from hazards, bodies of water and vehicular traffic.
- (4) Staff involved in transportation of children must complete training in appropriate precautions in transporting children.
- (5) Staff conducting developmental screenings of children must be trained in the administration of the developmental screening tool.

PDTR-11 Additional Required Training by Role

- (1) Lead teachers must:
 - (a) Complete in-person or online training to use Teaching Strategies GOLD® within six months of hire.
 - (i) Professional development courses that meet required training include:
 - (A) Introducing MyTeachingStrategies® or Introducción a MyTeachingStrategies® and
 - (B) Objectives for Development and Learning or Objetivos para desarrollo y aprendizaje
 - (b) Complete the inter-rater reliability certification titled “Preschool, including dual language learners and children with disabilities” (or “Edades mixtas, incluyendo niños de 0-3 años y prescolar” if certifying in Spanish) in Teaching Strategies GOLD® within six months of hire and every three years thereafter.
 - (c) Complete a DCYF-determined in-person or online curriculum training if DCYF provided a free Creative Curriculum® or HighScope® curriculum kit. Complete training for the alternative curriculum if the contractor is approved for alternative curriculum implementation.
 - (i) Creative Curriculum online professional development courses that meet in-person required training include:
 - (A) Creative Curriculum for Preschool: Foundation and
 - (B) Creative Curriculum for Preschool: Daily Resources
 - (d) Complete a minimum of 20 hours of in-service professional development per year, such as STARS or other job-related workshops, classes or job-embedded professional learning. This cannot include required trainings in PDTR-10.
 - (e) Hours must be documented on an annual learning plan.
 - (f) For staff in licensed sites, 10 of the 20 hours must be in-service (STARS) hours.
 - (g) Five hours of in-service professional development that exceed the requirements of this section may be carried over from one calendar year to the next calendar year.
- (2) Assistant teachers must:
 - (a) Complete a minimum of 15 hours of in-service professional development per year, such as workshops, classes or job-embedded professional learning. This cannot include required trainings in PDTR-10.
 - (b) Hours must be documented on an annual learning plan.
 - (c) For staff in licensed sites, 10 of the 15 hours must be in-service (STARS) hours.
 - (d) Five hours of in-service professional development that exceed the requirements of this section may be carried over from one calendar year to the next calendar year.
- (3) Family support staff must:
 - (a) Complete training in ECEAP Mobility Mentoring®.
 - (a) Complete a minimum of 20 hours of in-service professional development per year, such as STARS or other job-related workshops, classes, or job-embedded professional learning. This cannot include required trainings in PDTR-10.
 - (b) Family support staff who are also lead or assistant teacher are required to complete a total of 20 hours of annual professional development.
 - (c) Hours must be documented on an annual learning plan.
 - (d) Five hours of in-service professional development that exceed the requirements of this section may be carried over from one calendar year to the next calendar year.
- (4) Coaches must:
 - (a) Attend the Practice-Based Coaching training by UW Cultivate Learning, within six months of hire.

- (b) Complete a DCYF determined in-person or online curriculum training, if DCYF provided a free Creative Curriculum® or HighScope® curriculum kit.
 - (c) Complete the coach orientation in Schoology within six months of hire.
 - (d) Be strongly encouraged to complete Coaching the Pyramid online training series when available.
 - (e) Participate in coach trainings about Early Achievers components as they become available.
 - (f) Participate in ongoing Early Achievers coach webinars, trainings and meetings provided by DCYF, Child Care Aware (CCA) and Cultivate Learning.
 - (g) Participate in coach consultation with Cultivate Learning and DCYF ECEAP staff as needed.
 - (h) Maintain documentation of their professional development activities.
- (5) Staff supporting teachers implementing Creative Curriculum® (such as Early Achievers coaches, directors, coordinators, and managers) must complete a Coaching to Fidelity training.
- (6) Recruitment, eligibility and enrollment staff who verify ECEAP eligibility must:
- (b) Complete a DCYF ECEAP Eligibility and Enrollment training, either in person or online, and maintain certificates of completion.
 - (c) Complete training on contractor eligibility practices, eligibility fraud prevention and the importance of protecting program integrity and public trust.

PDTR-12 Staff Recruitment and Selection

- (1) Contractors must have written policies and procedures for recruitment and selection of staff.
- (2) Contractors must:
 - (a) Follow all state, tribal and federal laws that ensure equity and non-discrimination.
 - (b) Create the Affirmative Action Plan and are responsible for the plan's implementation and enforcement to increase the representation of affected groups in the workforce when a particular group is under-represented. ([WAC 357-25](#), [RCW 49.60](#), Equal Employment Opportunity governing guidelines, Code of Federal Regulations [Titles 28, 29 and 43](#))
 - (c) Advertise all position openings to the public.
 - (d) Encourage applicants who reflect the race, ethnicity, gender identity, culture and language of children and families served.
 - (e) Involve parents and appropriate staff in the hiring process.
 - (f) Document staff recruitment procedures, including evidence of any labor pool shortage.
 - (g) During the interview process, seek staff who demonstrate competency to interact positively and respectfully with culturally and linguistically diverse children and families.
 - (h) Conduct reference checks.

PDTR-13 Staff Training Program

- (1) Contractors must develop a written training plan, with the involvement of staff and families, to support the personal and professional development of ECEAP staff. The training plan must include:
 - (a) Engaging, interactive training activities.
 - (b) Financial support, as available, for staff training costs such as release time, substitutes, per diem and travel.
 - (c) Academic credit, whenever possible.
 - (d) A training evaluation system.
 - (e) A recordkeeping system to track individual training.
- (2) Contractors must support the professional development of classroom staff by providing regularly scheduled time for:
 - (a) Curriculum planning.
 - (b) Reflective practice with coaches, supervisors and peers.
 - (c) Job-embedded professional learning.

PDTR-14 Family Support Mobility Mentoring Lead

- (1) Contractors must identify a family support lead in ELMS to:
 - (a) Attend Mobility Mentoring® Essentials training.
 - (b) Coordinate implementation of family support services.
 - (c) Provide Mobility Mentoring® training to all family support staff prior to implementation of Mobility Mentoring® approaches.
 - (d) Participate in ongoing ECEAP family support webinars, trainings and meetings provided by DCYF.

PDTR-15 Family Support Staff Role

- (1) ECEAP family support staff provide comprehensive and integrated family support services to enrolled families. Contractors must ensure that family support staff maintain flexible hours to provide services when families are available.
- (2) Family support staff must have the knowledge, skills and abilities to:
 - (a) Understand family and relationship development cycles.
 - (b) Recognize influences of diversity and culture.
 - (c) Work with families as systems.
 - (d) Demonstrate acceptance of all types of family groupings and use materials that reflect nontraditional families.
 - (e) Build relationships with families that are positive, strengths-based and goal-directed.
 - (f) Establish mutual trust with families.
 - (g) Identify and assess family strengths and goals.
 - (h) Link families to community resources.
 - (i) Engage families in program activities.
 - (j) Coach families toward meeting goals.
 - (k) Increase the family's knowledge of parenting, school participation and leadership.
 - (l) Cultivate community partnerships.
- (3) Each family support staff person may serve no more than 40 families concurrently. Fewer families per staff may be necessary to fully implement ECEAP Performance Standards. The number of families served must be adjusted proportionately when staff:
 - (a) Work less than 35 hours per week.
 - (b) Are assigned roles and duties in addition to family support.
 - (c) Provide more intensive services based on family needs.
 - (d) Travel extensively to meet with families.

PDTR-16 Family Support Staff Qualifications

- (1) All persons serving in the role of ECEAP family support staff (direct support staff, leads and managers) must meet one of the following qualifications:
 - (a) An associate or higher degree with the equivalent of 30 college quarter credits in adult education, human development, human services, family support, social work, early childhood education, child development, psychology or another field directly related to their job responsibilities. These 30 credits may be included in the degree or in addition to the degree; or
 - (b) A DCYF-approved credential from a comprehensive and competency-based Family/Social Service training program that increases knowledge and skills in providing direct services to families.
 - (c) A Washington State ECE Home Visitor Certificate.
 - (d) A Home Visitor Child Development Associate (CDA) Credential from the Council of Professional Recognition.
- (2) If the best candidate for the position is not fully qualified, the contractor must ensure the newly hired staff person has a minimum of a High School Diploma or equivalent and is on a Professional Development Plan (PDP) to fully meet the qualifications of their role within five years from the date of hire. The PDP timeline for meeting education

requirements is cumulative for this role. Contractors must monitor progress on all PDPs and ensure staff make yearly progress to meet the required qualifications.

PDTR-17 Recruitment, Eligibility and Enrollment Staff Role

- (1) Recruitment, eligibility and enrollment staff use family support and partnership principles to conduct ongoing recruitment throughout the year, review applications, verify eligibility of children for ECEAP services, prioritize children and complete enrollment.
- (2) The recruitment, eligibility and enrollment staff role, may be combined with other roles such as but not limited to: ECEAP Director, family support staff, education staff, principal or other management level position.

PDTR-18 Coach Role

- (1) The contractor must provide, or have access to, a practice-based coach to support the Early Achievers continuous quality improvement process. Coaches must:
 - (a) Support Early Achievers continuous quality improvement process.
 - (b) Assist the contractor in identifying goals and making quality improvement plans to achieve goals.
 - (c) Assist the contractor in completing remedial activities within the identified timeline, when applicable.
 - (d) Provide feedback to teachers on their practice throughout Quality Recognition Cycles.
 - (e) Document in the DCYF determined database, including:
 - (i) Ongoing coaching support provided to each site prior to finalized quality recognition level.
 - (ii) Quality Improvement Plan for each site once the recognition level is finalized, including goals and Action Plans.
 - (iii) Coaching strategies used to support teacher implementation of curriculum.
 - (f) Maintain documentation of required coach professional development including:
 - (i) Date of Early Achievers Practice-Based Coaching Training.
 - (ii) Date completed coach orientation modules in Schoology.
 - (iii) Titles and dates of coach webinars.
 - (iv) Curriculum and Coaching to Fidelity training, if applicable.
- (2) Coaches must use Coach Educator Community Interface (CECI) to:
 - (a) Complete activities as part of the Early Achievers participation and continuous quality improvement process.
 - (b) To access:
 - (i) Coaching resources
 - (ii) Professional development opportunities
 - (iii) Provide virtual coaching support to staff, as needed.
- (3) Contractors must notify the DCYF ECEAP when coaching staff changes occur.

PDTR-19 Coach Qualifications

- (1) All persons serving in the role of coach must meet all of the following qualifications:
 - (a) Bachelor's degree in Early Childhood Education or related field or a bachelor's degree with the equivalent of 30 college quarter credits in early childhood education. These 30 credits may be included in the degree or in addition to the degree.
 - (b) A minimum of two years working with young children in a group setting.
 - (c) Experience as an early learning coach, consultant, mentor or trainer.
- (2) If the best candidate for the position is not fully qualified, the contractor must ensure the newly hired staff person has an associate degree in Early Childhood Education or related field and is on a Professional Development Plan (PDP) to fully meet the qualifications of their role within five years from the date of hire. Contractors must monitor progress on all PDPs and ensure staff make yearly progress to meet the required qualifications.

PDTR-20 Health Advocate Role

- (1) An ECEAP health advocate demonstrates competency to implement program activities under the direction of a health professional. The health advocate role may be combined with other ECEAP roles such as family support staff or health professional. The health advocate implements ECEAP health coordination services.

PDTR-21 Health Advocate Qualifications

- (1) All persons serving in the role of ECEAP health advocate must meet one of the following qualifications:
 - (a) Employment as an ECEAP family support aide or health aide in the same agency before July 1, 2014; or
 - (b) The equivalent of 12 college quarter credits in family support, public health, health education, nursing or another field directly related to their job responsibilities.
 - (c) Currently qualified as an ECEAP Family Support Specialist.

PDTR-22 Health Consultant Role

- (1) ECEAP staff, including subcontractors, must have access to a health consultant who provides consultation regarding individual children's health needs and health education programming for children and families.

PDTR-23 Health Consultant Qualifications

- (1) The health consultant must meet one of the following qualifications:
 - (a) Licensed in Washington state as a registered nurse (R.N.) or as a physician (M.D., N.D, D.O.); or
 - (b) A bachelor's or higher degree in public health, nursing, health education, health sciences, medicine or related field.

PDTR-24 Nutrition Consultant

- (1) ECEAP staff, including subcontractors, must have access to a nutrition consultant who:
 - (a) Approves menus.
 - (b) Consults on children's special dietary requirements.
 - (c) Consults on nutrition education activities for children and their families.

PDTR-25 Nutrition Consultant Qualifications

- (1) The nutrition consultant must meet one of the following qualifications:
 - (a) Registered Dietitian (R.D.) credentialed through the Commission on Dietetic Registration (CDR), the credentialing agency for the Academy of Nutrition and Dietetics (formerly the American Dietetic Association); or
 - (b) A Washington state certified nutritionist under [RCW 18.138](#).

PDTR-26 Infant and Early Childhood Mental Health Consultant Role

- (1) Contractors must have access to a mental health consultant who is available to:
 - (a) Observe and/or screen children regarding behavior, emotional needs and mental health.
 - (b) Work collaboratively with families to address their child's mental health issues.
 - (c) Consult with staff regarding classroom support and interventions for children.
 - (d) Refer children and families to local mental health services.
 - (e) Consult with and train staff as needed on topics, such as:
 - (i) Classroom environment, practices and activities to promote social and emotional development.
 - (ii) Early identification of behavioral disorders, atypical behavior and child abuse.
 - (iii) Specific interventions to address identified behavioral and mental health needs.

PDTR-27 Infant and Early Childhood Mental Health Consultant Qualifications

- (1) The mental health consultant must meet one of the following qualifications:

- (a) Licensed by the Washington State Department of Health as a mental health counselor, marriage and family therapist, social worker, psychologist, psychiatrist or psychiatric nurse; or
- (b) Approved by the Washington State Department of Health as an agency-affiliated or certified counselor, with a master's degree in counseling, social work or related field; or
- (c) Credentialed by the Washington State Office of the Superintendent of Public Instruction as a school counselor, social worker or psychologist.

Environment

This section includes ECEAP requirements to ensure that the educational environment is affirming, safe, healthy, inclusive, culturally responsive and reflects the daily life, culture and community of children and families served.

ENV-1 Indoor Space

- (1) Contractors must ensure:
 - (a) All areas are accessible to adults.
 - (b) Play and learning space includes pathways so that children can move between areas without disrupting each other's work and play.

ENV-2 Environment – Materials and Equipment

- (1) The materials and equipment must:
 - (a) Be child-sized or adapted for use by young children.
 - (b) Allow for a range of abilities.
 - (c) Provide for children's safety while being appropriately challenging.
 - (d) Be representative of the children in the environment.
 - (e) Include individual storage space for each child's personal belongings.
 - (f) Be accessible at child's height so they can find, use and return materials independently.
 - (g) Include soft elements for comfort and warmth, such as fabric, padding and natural materials.
 - (h) Affirm and be representative of the children in the environment.

ENV-3 Environment – Inclusive Design

- (1) The materials and equipment must:
 - (a) Support children's developmental levels.
 - (b) Accommodate the special needs of enrolled children.
 - (c) Allow opportunity for choice, exploration and experimentation.
 - (d) Promote action and interaction.
 - (e) Avoid crowding, under-stimulation or over-stimulation.
 - (f) Provide space for children to work individually, in small groups and in a large group.
 - (g) Predominately display the children's recent works.
 - (h) Include display that is representative of the children in the environment.

ENV-4 Square Footage Outdoor

- (1) Outdoor play areas must have 75 square feet of space per child. (IC-14 Square Footage Indoor)

ENV-5 Outdoor Safe Facilities

- (1) Contractors must monitor the health and safety of their outdoor facilities and maintain records of these inspections. Facilities must be:
 - (a) Safe, clean and in good repair
 - (b) Free of drugs, alcohol, violence and guns.
 - (c) Free from exposed lead based paint in facilities built prior to 1978.
 - (d) Free from arsenic-treated wood structures built prior to 2014.

ENV-6 Playground Safety

- (1) Contractors must maintain and monitor playground safety, including:
 - (a) Protective surfacing.
 - (b) Fall zones around play equipment.
 - (c) Swing spacing.
 - (d) Guardrails on elevated surfaces.
 - (e) Prevention of potential entrapment hazards.
 - (f) Prevention of exposed moving parts that could pinch or crush.
- (2) Contractors must immediately repair or remove any:
 - (a) Hardware that is loose, worn or hazardous.
 - (b) Exposed equipment footings.
 - (c) Scattered debris or other tripping hazards.
 - (d) Rust and chipped paint on metal components.
 - (e) Splinters, large cracks and decayed wood components.
 - (f) Deterioration and corrosion on structural components.

ENV-7 Environments – Materials and Curriculum

- (1) The materials and curriculum must:
 - (a) Be of sufficient quantity and quality to engage children and fulfill the curriculum.
 - (b) Be free from religious representations.
 - (c) Be representative of children in the environment and incorporate their interests.

ENV-8 Curriculum – Use of Media

- (1) The contractor must plan curriculum that includes the use of media only for educational purposes or physical activity and never during meals.

ENV-9 Environment – Culturally Responsive Materials

- (1) The materials and equipment must:
 - (a) Reflect the daily life, family culture and language of enrolled children, families and staff (for example, in books, music, photos, dolls, toys and household items).
 - (b) Reflect the diversity found in society—including gender identity and expression, age, language and abilities—while being respectful of the cultural traditions, values and beliefs of enrolled families.

ENV-10 Safety Requirements

- (1) Materials and equipment must be:
 - (a) Safe, clean and in good repair.
 - (b) Age-appropriate.
 - (c) Safely stored to prevent injury.

ENV-11 Indoor Safe Facilities

- (1) Contractors must monitor the health and safety of their indoor facilities and maintain records of these inspections. Facilities must be:
 - (a) Safe, clean and in good repair.
 - (b) Free from obstacles that impede safe movement.
 - (c) Free of drugs, alcohol, violence and guns.
 - (d) Free from exposed lead-based paint in facilities built prior to 1978.

ENV-12 Fire Safety

- (1) Contractors must ensure:

- (a) Safe storage of all flammable, toxic and hazardous materials.
- (b) Regular inspection of smoke detectors, fire alarms and fire extinguishers.
- (c) Emergency lighting in each classroom.

ENV-13 Meal and Snack Schedule

- (1) Contractors must offer meals and snacks according to the length of class sessions.
 - (a) For class sessions lasting between three and five hours, one meal and one snack must be provided.
 - (b) For class sessions lasting more than five and up to nine hours, one meal and two snacks or two meals and one snack must be provided.
 - (c) For class session lasting more than nine hours, two snacks and two meals, or three snacks and one meal must be provided.

ENV-14 Daily Routine – Tooth brushing

- (1) The daily routine must include tooth brushing that:
 - (a) Meets the individual developmental needs of children.
 - (b) Preferably follows one meal or snack daily.

ENV-15 Menu Planning

- (1) Contractors must:
 - (a) Participate in the U.S. Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) or National School Breakfast and Lunch Program (NSBLP).
 - (b) Include family input in menu planning.
 - (c) Use and post menus approved by a registered or certified dietitian.
 - (d) Incorporate cultural dietary preferences in menus.
 - (e) Ensure meals and snacks include a variety of nutrient dense foods low in sugar and saturated fat.
- (2) ECEAP funds may be used for:
 - (a) Meal and snack costs not covered by these programs (USDA, NSBLP, CACFP)
 - (b) Substitutions for more nutrient dense food options, and
 - (c) Accommodations for children with food allergies.

ENV-16 Individual Meal Plans

- (1) Contractors must plan for individual allergy and dietary restrictions and document in the child's individual care plan per (IC-2).

ENV-17 Food Service and Practices

- (1) Ensure that staff who are ill do not work in or around food preparation or service areas.
- (2) The daily routine must include meals or snacks with children and adults:
 - (a) Sitting together,
 - (b) Engaging in relaxed conversation,
 - (c) Practicing family-style meal skills, such as serving themselves and cooperating with others, and
 - (d) That meet the individual cultural and developmental needs of the children.

ENV-18 Food Sanitation – Handwashing

- (1) Contractors must ensure staff wash hands before putting on food service gloves, before food preparation, after handling raw meat, after restroom use and after touching any unclean item.

ENV-19 Food Sanitation – Meal Preparation

- (1) Contractors must:
 - (a) Comply with [WAC 246-215](#) and [WAC 246-217](#) at locations where food is prepared, stored, and served.

- (b) Prepare food in an area separate from toilet and child hand-washing facilities.
- (c) Clean and sanitize surfaces used for food preparation and eating before and after each snack or meal.
- (d) Use food service gloves or utensils to avoid bare hand contact with food.
- (e) Ensure that children are carefully supervised when helping with food preparation.

ENV-20 Contagious Disease Prevention – Handwashing

- (1) Contractors must ensure that staff, volunteers, and children wash their hands with soap and warm water upon arrival at the classroom, after returning from outdoor play, before eating, after using the toilet, after touching body fluids and after touching animals.
- (2) Hand sanitizers or hand wipes with alcohol may be used for adults and children over twenty-four months of age when:
 - (a) Proper handwashing facilities are not available; and
 - (b) Hands are not visibly soiled or dirty.
 - (c) Children are actively supervised when using hand sanitizers.
- (3) Hand sanitizer is not used in place of proper handwashing

ENV-21 Contagious Disease Prevention – Reporting

- (1) Contractors must report contagious diseases to DCYF ECEAP and according to local requirements.

ENV-22 Contagious Disease Notification

- (1) Contractors must maintain documentation that they notify parents that children have been exposed to contagious disease and parasites in accordance with [WAC 110-300-0205](#).

ENV-23 Immunizations

- (1) Contractors must ensure that all children are immunized or exempt according to [WAC Chapter 246-105](#). Children may attend on a conditional basis when homeless, exempt or when following a schedule that meet WA Department of Health requirements to complete immunizations.

ENV-24 Medications

- (1) Contractors must have a written policy for the safe administration, handling and storage of medication. Contractors must:
 - (a) Store all child and staff medications so that they are inaccessible to children. Medications must be in a labeled and locked container, except for emergency medications that must be available for immediate administration.
 - (b) Designate trained staff to administer medications.
 - (c) Maintain records of all medication dispensed.
 - (d) Obtain written parent authorization to administer medication.
 - (e) Administer medications only as allowed by the label instructions or written health care provider instructions.

ENV-25 Bathroom Space, Toileting and Diapering

- (1) Contractors must have diapering, toileting and hand-washing facilities that are sufficient, clean, child-accessible and easily supervised.
- (2) Contractors must follow [WAC 110-300-0220\(3\)](#) regarding toilet learning.
- (3) For children who require diapering, contractors must follow [WAC 110-300-0221](#).

ENV-26 Pets and Animals

- (1) If a contractor keeps pets or animals in an ECEAP site:
 - (a) The ECEAP site must have and follow a pet and animal policy that includes all components of [WAC 110-300-0225](#); and
 - (b) The contractor must provide written notice to children's families.

ENV-27 First Aid Kit

- (1) Contractors must have a first aid kit in each classroom that is:
 - (a) Tailored for the ages and number of children.
 - (b) Labeled and readily available to staff and volunteers.
- (2) First aid kits must include:
 - (a) A current first aid manual.
 - (b) Sterile gauze pads.
 - (c) Small scissors.
 - (d) Band-Aids of various sizes.
 - (e) Roller bandages.
 - (f) A large triangular bandage (sling).
 - (g) Non-sterile protective gloves
 - (h) Adhesive tape.
 - (i) Tweezers.
 - (j) A one-way CPR barrier or mask.
- (3) Contractors must ensure that a first aid kit is readily accessible when children are outside and on field trips.

ENV-28 Safe Facilities – Drinking Water

- (1) Contractors must ensure drinking water is available for self-service, indoors and outdoors.

ENV-29 Safe Facilities – Animals, Pests and Plants

- (1) Contractors must monitor the health and safety of their indoor and outdoor facilities and maintain records of these inspections. Facilities must be free from harmful animals, insect pests and poisonous plants.

ENV-30 Food Safety Inspection

- (1) Sites that serve meals under the Child and Adult Care Food Program (CACFP), National School Lunch Program (NSLP) and the School Breakfast Program (SBP) are required to maintain proper sanitation and health standards in compliance with all applicable State, local and tribal laws and regulations.
- (2) Contractors must comply with applicable State, local and tribal requirements pertaining to inspection of locations where food is prepared, stored and served.
 - (a) Food Safety Inspections must be completed by a State, local or tribal governmental agency responsible for food safety inspections.

ENV-31 Daily Routine – Working Day and School Day

- (1) Both Working Day and School Day sites must:
 - (a) Provide rest time that is flexible and meets the individual developmental needs of the children per [WAC 110-300-0265](#). This includes providing quiet learning activities for children who do not require a lengthy rest time.
 - (b) Comply with child care licensing requirements pertaining to inspection of locations where food is prepared, stored and served in lieu of an inspection completed by the Health Department. ([WAC 110-300-0195](#), [WAC 110-300-0196](#), [WAC 110-300-0197](#), [WAC 110-300-0198](#).)

Interactions and Curriculum

This section includes specific ECEAP requirements that ensure use of a research-based and culturally relevant curriculum, which includes individualized planning for children’s developmental needs. This area includes the ECEAP requirements specific to restraint and no expulsion.

The goal of ECEAP's Inclusive Environment Policy is to ensure children receive equitable access to comprehensive services within their community. Contractors must ensure their programs are fully inclusive by implementing strength-based practices when supporting children and their families. Practices should include creating a safe space for gender identity expression, culturally relevant teachings, a focus on diversity, individualized support for dual language and strength based instruction for varying abilities. The policy is intended to prevent exclusion from a high-quality learning environment and support access for children and families.

IC-1 Inclusive Environments

Contractors must:

- (1) Ensure their programs are inclusive by implementing strength-based practices when supporting children and their families.
- (2) Include creating a safe space for:
 - (a) gender identity expression,
 - (b) culturally relevant teachings,
 - (c) a focus on diversity,
 - (d) individualized support for dual language and
 - (e) strength based instruction for varying abilities.

IC-2 Individual Care Plan

- (1) Contractors must work in partnership with families and appropriate consultants, to develop an individual care plan for each child with special health or developmental needs.
- (2) The individual care plan must be signed by the parent or guardian.
 - (a) The individual care plan must contain:
 - (i) The child's diagnosis, if known;
 - (ii) Contact information for the primary health care provider or other relevant specialists;
 - (iii) A list of medications to be administered at scheduled times or during an emergency, along with descriptions of symptoms that would trigger emergency medication;
 - (iv) Directions on how to administer medication;
 - (v) Allergies;
 - (vi) Food allergy and dietary needs pursuant to [WAC 110-300-0186](#);
 - (vii) Activity, behavioral or environmental modifications for the child;
 - (viii) Known symptoms and triggers;
 - (ix) Emergency response plans and what procedures to perform; and
 - (x) Special skills training and education for staff, including but not limited to, specific pediatric first aid and CPR for special health care needs.
 - (b) Contractors must have supporting documentation of the child's special needs, and follow recommendations provided by the child's licensed or certified:
 - (i) Physician or physician assistant;
 - (ii) Mental health professional;
 - (iii) Education professional;
 - (iv) Social worker with a bachelor's degree or higher with a specialization in the individual child's needs;
 or
 - (v) Registered nurse or advanced registered nurse practitioner.
- (3) A contractor's written plan and documentation for accommodations must be informed by any existing:
 - (a) Individual Education Program (IEP) or Individual Family Service Plan (IFSP);
 - (b) Individual Health Plan (IHP); or
 - (c) 504 Plan
 - (d) Individualized Meal Plan (ENV-16)
 - (e) Child Focus Response Plan (previously Positive Behavior Support Plan (IC-18))

- (4) Individual Care Plan must be updated annually or more frequently as changes occur, and signed by the parent or guardian.

IC-3 Curriculum

- (1) Contractors must implement Creative Curriculum®, HighScope® or an alternative DCYF-approved comprehensive research-based curriculum. Contractors must obtain written approval from DCYF's ECEAP office before implementing an alternative curriculum.
- (2) Contractor and subcontractor sites run by Tribal Sovereign Nations have the option to design curriculum based in traditional knowledge. Tribes will complete the Tribal Curriculum Recognition Request form and provide clarifying information requested by DCYF before the Tribal curriculum is implemented.

IC-4 Curriculum Planning

- (1) Contractors must ensure that staff plan early learning experiences and maintain written or electronic curriculum plans which describe the activities for each class day. These plans must address:
 - (a) Each component of the daily routine.
 - (b) Social-emotional, physical, language and cognitive development, early literacy and mathematics.
 - (c) The range of abilities and identities of children in the classroom.
 - (d) Parent input on curriculum.
 - (e) Information gained from child observations and assessment.
 - (f) Washington State Early Learning and Development Guidelines.

IC-5 Adult-Child Interactions

- (1) Staff must support children's play and learning by:
 - (a) Actively seeking and incorporating child-generated ideas.
 - (b) Using a variety of teaching strategies to affirm children's developing identities and address children's learning styles, abilities, developmental levels and temperament.
 - (c) Helping children enter into and sustain play.
 - (d) Providing materials to enrich children's explorations.
 - (e) Coaching children to express their ideas.
 - (f) Engaging in extended conversations with children to build on their ideas.
 - (g) Using varied vocabulary.
 - (h) Leading discussions and activities during daily routines, such as meals, tooth brushing and transitions.
 - (i) Noticing and responding to teachable moments.
 - (j) Posing problems and open-ended questions to stimulate higher-order thinking.
 - (k) Describing and discussing children's learning processes, rather than focusing on products.

IC-6 Curriculum – Developmentally Appropriate and Culturally Relevant

- (1) Contractors must ensure a developmentally appropriate curriculum and approach emphasizing:
 - (a) Active, play-based, multi-sensory learning experiences.
 - (b) First-hand exploration and investigation of real-life materials, people and events.
 - (c) Choice, decision-making and problem-solving.
 - (d) Topics and materials related to children's emergent interests and development of identity.
 - (e) Opportunities for children to direct their own learning, minimizing teacher-directed activities.
- (2) Contractors must ensure a culturally relevant curriculum that:
 - (a) Reflects the cultures of enrolled children including tribal cultural preservation such as, Since Time Immemorial.
 - (b) Supports ongoing development of each child's home language acquisition.
 - (c) Supports development of additional languages that the child is learning.
 - (d) Supports development of tribal language for Native American and Alaskan Native children.

- (e) Includes and demonstrates respect for diverse family structures and cultures, including gender identity and expression and multi-generational families.
- (f) Focuses on the daily life of families in the community, rather than only on holidays, celebrations or people far away.
- (3) Contractors must not plan religious activities in the curriculum. This does not preclude children or families from sharing their traditions.

IC-7 Environment (Indoors and Outdoors) – Children’s Interest

- (1) The materials and equipment must address the children’s current interests.

IC-8 Curriculum – Nutrition and Physical Activity Planning

- (1) The contractor must:
 - (a) Require staff to support children’s active play by participating in children’s active games when appropriate.
 - (b) Plan curriculum that includes nutrition education activities including teaching healthy foods and portion sizes.
 - (c) Be respectful and affirming of children’s abilities and families’ culture.

IC-9 Positive Climate

- (1) Contractors must ensure that staff build positive relationships with children. Staff must:
 - (a) Use a warm, calm and respectful tone of voice and body language that acknowledges the child's home culture.
 - (b) Use positive language, saying what children can do instead of what they cannot do.
 - (c) Validate children’s feelings.
 - (d) Respond to children’s requests and questions.
 - (e) Show tolerance for mistakes and teach that mistakes are for learning.
 - (f) Give descriptive feedback, instead of generalized praise or criticism.
 - (g) Pay attention to children to learn about their individual interests, ideas, questions and theories.
 - (h) Observe what children do, with whom and where they play.
 - (i) Listen reflectively, staying on the child’s topic and paraphrasing their ideas.
 - (j) Demonstrate the belief that children are capable by letting them try out their ideas, take safe risks and do things at their own pace, in their own way.
 - (k) Affirm children’s developing identity.

IC-10 Child Guidance

- (1) Staff must use positive guidance techniques to help children learn to get along with each other, which include:
 - (a) Maintaining positive relationships with children.
 - (b) Adapting the environment, routine and activities to the needs of enrolled children.
 - (c) Establishing consistent, reasonable expectations.
 - (d) Foreshadowing events and expectations by letting children know what will happen next.
 - (e) Modeling and teaching social skills, such as turn-taking, cooperation, waiting, treating others kindly and conflict resolution.
 - (f) Modeling and teaching emotional skills, such as recognizing feelings, expressing them appropriately, accepting others’ feelings and controlling impulses to act out feelings.
 - (g) Involving children in defining simple, clear classroom limits.
- (2) Staff must use positive guidance techniques to support classroom limits and maintain safety, such as:
 - (a) Coaching appropriate behavior.
 - (b) Offering choices.
 - (c) Redirecting to an activity that matches the child’s energy level.
 - (d) Teacher-supported cool down as a last resort.

IC-11 Child Guidance – Prohibited Practices

- (1) Contractors must prohibit any person on the premises from:
 - (a) Corporal punishment, including any means of inflicting physical pain or causing bodily harm to the child.
 - (b) Holding, grabbing or moving the child in an aggressive manner to cause them to comply.
 - (c) Verbal abuse, such as yelling, shouting, name calling, shaming, making derogatory remarks about a child or the child's family or using language that threatens, humiliates or frightens a child.
 - (d) Using or withholding food or liquids as punishment or reward.
 - (e) Using isolation in response to a behavior.

IC-12 Child Guidance – Physical Restraint

- (1) Physical restraint must only be used as a last resort to prevent serious injury to persons, serious property damage or to obtain possession of a dangerous object. If restraint is used, contractors must ensure staff:
 - (a) Have received training in limited restraint procedures.
 - (b) Do not restrain a child longer than it takes to achieve the safety goal.
 - (c) Do not use restraint as punishment or to force a child to comply.
 - (d) Document and report all instances of restraint per [WAC 110-300-0475\(2\)\(f\)](#), and any injuries to children or staff as a result of the restraint.
 - (e) Notify the parent of the restrained child following the intervention.
 - (f) Notify the Lead Education Agency (LEA) if the child is on an IEP.
 - (g) Develop a written plan with input from the child's primary care or mental health provider, and the parents or guardians to address underlying issues and reduce the need for further physical restraint if:
 - (i) Physical restraint has been used more than once; and
 - (ii) A plan is not already a part of the child's Individual Care Plan (IC-2 or Child Focus Response Plan IC-18).

Overview – Expulsion

ECEAP is committed to leading with racial equity and prohibiting the historical outcomes for students of color. The goal of ECEAP's no expulsion standard is to ensure children and families are provided with resources and supports that are focused on child strengths. The standard is intended to prevent the disproportionate expulsion and restraint of students of color and ensures continuous enrollment in quality programming. The standard guides contractors in tailoring resources to needs, developing support plans with families and implementing supports with fidelity.

Steps to supporting no expulsion in programs include and are not limited to; meetings with families, developing and implementing behavior support plans, consultation with an Infant and Early Childhood Mental Health Consultant and outlining temporary services through an alternative attendance plan.

IC-13 No Expulsion

- (1) Expulsion means excluding a child from class unless the intervention is defined within an agreed Individual Care Plan (IC-2) or Child Focus Response Plan (IC-18).
- (2) Contractors may not expel ECEAP children.
- (3) Expulsion includes:
 - (a) Suspension.
 - (i) This is defined as, providing limited service for an indefinite period of time.
 - (b) Repeated calls to have a family member pick up a child.
 - (c) Practices that limit an ECEAP child's access to regular classroom services.
 - (d) Limiting options for participation that do not meet family choice and need.
- (2) Expulsion does not include:
 - (a) Infrequent, non-repetitive patterns of removal.
 - (b) Transition to an alternative setting planned jointly by staff and parents.

- (c) Child Focus Response Plans (formerly Positive Behavior Support Plans) that may include receiving temporary services out of the classroom or at home.
- (d) An approved Alternative Attendance Plan created in partnership with families and Exception to ECEAP Requirements reducing a child's time in the classroom. (PAO-8 for additional information)
- (3) Prior to transition to an alternative setting, including referral to another contractor, or implementation of an Alternative Attendance Plan due to behavior, contractors must engage the support of an Infant and Early Childhood Mental Health Consultant to have them complete a classroom and/or child observation as appropriate. (IC-17)

IC-14 Square Footage Indoor

- (1) Classrooms must have a minimum of 35 square feet per child of indoor space, not including bathroom, hall, kitchen and storage space. (ENV-4 Square Footage Outdoor)

IC-15 Staffing and Ratio

- (1) During ECEAP hours, contractors must have:
 - (a) A lead teacher present.
 - (b) A second staff person who meets lead teacher or assistant teacher qualifications, if more than ten children are present.
 - (c) Additional staff as necessary to ensure safety and an effective learning environment for all enrolled children.
 - (d) A minimum 1:10 adult/child ratio.
 - (e) No more than 20 children per class/group indoors and outdoors.

IC-16 Daily Routine

- (1) Contractors must post a schedule of the daily routine for each classroom. This daily routine must:
 - (a) Be predictable, yet flexible and responsive to meet the interests and needs of the children.
 - (b) Offer ample time for unrushed activities and transitions.
 - (c) Minimize the number of transitions so that there is more productive time and less waiting.
 - (d) Allow periods of quiet and of activity, responding to children's needs.
- (2) The usual daily routine must include:
 - (a) A block of free choice time of at least 45 minutes. During free choice, children initiate their own activities and engage in play-based learning. Staff converse with children to support decision-making, problem-solving and higher-order thinking.
 - (b) Small group learning opportunities. Small groups can be informal gatherings, planned enrichment activities or options during free choice time.
 - (c) Short periods of whole group discussion, interaction and concept development.
 - (d) Outdoor or large motor time.
 - (e) Reading in groups or individually.
- (3) Both Working Day and School Day sites must:
 - (a) Provide a minimum of 30 minutes of outdoor play per each three hours of programming, unless conditions pose a health and safety risk to children ([WAC 110-300-0360 \(2\)\(c\)](#)).
 - (b) For classes meeting more than six hours, schedule at least two blocks of free choice time, of at least 45 minutes each that meet performance standards requirements, with at least one opportunity in the morning and one in the afternoon at times the majority of children are present.

IC-17 Alternative Attendance Plan

Alternative Attendance Plans (AAP) are time-limited plans that ensure continued comprehensive services for an ECEAP child. The goal is to serve the child and family fully, both in the ECEAP classroom and through education, family and health services. This means any instruction and experiences the child misses due to their absence is provided for in the AAP.

- (1) An Alternative Attendance Plan must be created for a child who is unable or unavailable to attend the full ECEAP hours (PAO-51) for reasons including but not limited to:

- (a) Receiving IEP services in an alternate setting,
 - (b) Receiving support services,
 - (c) Extended absence or
 - (d) Providing a longer transition to the full scheduled class hours.
- (2) If an Alternative Attendance Plan is needed, contractors must:
 - (a) Request an Alternative Attendance Plan in ELMS.
 - (b) Receive approval from DCYF ECEAP prior to implementing the plan.
- (3) Alternative Attendance Plans must:
 - (a) Be developed and adjusted with the family.
 - (b) Include the beginning and end date for the AAP.
 - (c) Partner with the family to establish a timeline that includes a plan for intentional transition to a longer day for the child.
 - (d) Provide continued comprehensive services including education, health and family support.
- (4) If an Alternative Attendance Plan relates to behavior, contractors must:
 - (a) Engage the support of an Infant and Early Childhood Mental Health Consultant (IECMHC) to have them complete a classroom and/or child observation as appropriate.
 - (b) When needed create a Child Focus Response Plan with the IECMHC and family.
 - (c) Partner with the family to establish a timeline that includes a plan for intentional transition to a longer day for the child.

IC-18 Child Focus Response Plan

- (1) Child Focus Response Plans should be developed in collaboration with Infant and Early Childhood Mental Health Consultants, other professionals, families and additional ECEAP contractor staff as appropriate. The joint effort focuses on the strengths of the child and family.
 - (a) Child Focus Response Plans must honor cultural or traditional practices; this may include but is not limited to, support plans written in home language and traditional practices in mental health.
 - (b) If a parent declines to participate in the development of a plan or suggested supports, Contractors must work with their CQI Specialist on additional resources, supports and options.
- (2) If contractors have implemented their usual strategies (PAO-26 for additional information) and the classroom is still unsafe or excessively disrupted, or if they are unable to access the support of an Infant and Early Childhood Mental Health Consultant, they are encouraged to contact DCYF ECEAP for technical assistance.
- (3) To ensure equitable access to ECEAP programming, Contractors will partner with teachers, support staff and families and meet to highlight child strengths and focus on supports being implemented.
 - (a) DCYF ECEAP requires contractors to document efforts made to support the child and family. Contractors must seek support from their CQI Specialist and obtain approval before implementing any Alternative Attendance Plan.

Program Administration and Oversight

This section includes key components to administering ECEAP, such as policy council, continuous quality improvement, service delivery, recruitment, eligibility, enrollment and attendance. The Program Administration and Oversight section also includes key policy and recordkeeping standards.

PAO-1 Facilities

Contractors must:

- (1) Submit a Site Approval and obtain confirmation in ELMS from DCYF ECEAP before opening a new site or classroom or relocating an existing site or classroom.
- (2) Follow [WAC 110-300-0402](#) when renovating early learning playgrounds or program space.

PAO-2 Service Area Agreement

- (1) Contractors must complete written and signed Service Area Agreements with each neighboring ECEAP contractor, Head Start grantee and Tribal Sovereign Nation and submit the agreements to DCYF ECEAP by the due date in Exhibit C, Deliverables and contract reference document *Deliverables and Required Activities Calendar*. When there are multiple contractors serving children in the same services area, those contractors must meet jointly to develop agreements whenever possible.
- (2) The agreements must fully describe:
 - (a) Service area boundaries for each party to the agreement, including specific areas for recruitment and enrollment of families for each party.
 - (b) The process for referral of families between parties.
 - (c) Plans for ongoing communication.
 - (d) The process for problem resolution.
 - (e) Plans for collaborating with service area partners to ensure efficient use of state and community resources, when practical, for developing community assessments, coordinating work with community partners including the Health Advisory Committee and planning joint staff and parent training opportunities.
- (3) If collaboration is not practical for any topics in this standard, Service Area Agreements must state the reasons.
- (4) If no agreement can be reached, the Contractor must send a description of efforts made and the understanding of service area boundaries to DCYF ECEAP.
- (5) Contractors who are also Head Start grantees may combine their Head Start Memorandum of Understanding (MOU) and B-5 ECEAP Service Area Agreements into one document, providing the requirements for both are met.
- (6) DCYF reserves the right to reclaim slots and funds, or reallocate slots to other contractors if the Contractor is recruiting within the service area of a neighboring ECEAP or Head Start program.

PAO-3 Waiver to ECEAP Standards

- (1) ECEAP contractors may request a waiver to ECEAP rules, Performance Standards or policies if they are unable to meet the standard due to specific needs of the program or enrolled child. Contractors must have written approval from the DCYF ECEAP before implementing the waiver.

PAO-4 Variance to ECEAP Standards

- (1) ECEAP contractors may request a variance to ECEAP rules, Performance Standards or policies if they plan to meet the standard in an alternative way than described due to specific needs of the program or enrolled child. Contractors must have written approval from the DCYF ECEAP before implementing the variance.

PAO-5 Confidentiality

- (1) Contractors must write a policy to ensure the security and confidentiality of all child and family information. This includes:
 - (a) Obtaining written, informed family consent before releasing verbal or written information, except as required by law.
 - (b) Providing families access to child and family records.

PAO-6 Child Abuse and Neglect Policy

- (1) Contractors must have written health and safety policies and procedures on child abuse and neglect prevention, detection and reporting.

PAO-7 Family Notifications

- (1) Contractors must maintain documentation that they notify families that staff are mandated reporters of suspected child abuse and neglect in accordance with [RCW 26.44](#) and applicable tribal and federal laws.

PAO-8 Family/Program Handbook and Related Policies

- (1) Contractors must provide written materials to families, such as a family/program handbook or calendar, to inform families of program opportunities and policies.
- (2) Each enrolled child's record must have signed documentation by the parent or guardian stating they received and reviewed the program policies.

PAO-9 Attendance

- (1) To encourage attendance, contractors must, at minimum:
 - (a) Inform families of the benefits of regular attendance.
 - (b) Support families to promote each child's regular attendance.
 - (c) Track the contractor's average daily attendance, analyzing causes and patterns of absenteeism, and developing a plan to improve attendance if that average falls below 85 percent.
 - (d) Partner with families to address obstacles to attendance when a child has multiple unexplained absences or is at risk of missing 10% of class days per year.
 - (e) Consider the slot vacant and offer it to a family on the waiting list if the child's attendance does not resume after these efforts.
- (2) Contractors must write and implement a policy when families are scheduled to be out of the area for an extended amount of time due to vacation or similar circumstance. This policy must:
 - (a) Establish a maximum number of days the family can be out of the area before a contractor begins the process of enrolling the next child on the waiting list.
 - (b) Ensure staff and families discuss plans before the family leaves.
 - (c) Meet family needs as best as possible.
 - (d) Align with the requirement to fill vacant slots within 30 days.
 - (e) Make efforts to re-engage families if a child stops attending.
- (3) To support regular attendance of children who are McKinney-Vento eligible, contractors must address transportation needs. Strategies may include:
 - (a) Collaborating with a school district.
 - (b) Coordinating car pools with other families.
 - (c) Providing bus passes for public transportation.
 - (d) Engaging with community partners.
 - (e) Offering a temporary alternative attendance plan.
- (4) Contractors may contact the DCYF ECEAP for technical assistance if they have exhausted attendance and transportation strategies for children who are McKinney-Vento eligible.

- (5) Where ECEAP is provided by a school district, the transportation requirements of the [McKinney-Vento Education of Homeless Children and Youth Assistance Act](#) apply. See PAO-24 Transportation for more information.
- (6) To support attendance of children with extenuating circumstances which impact their behavior, contractors must address the individual child's needs. Strategies may include:
 - (a) Collaborating with the child's family to develop a behavior support plan.
 - (b) Consulting with an Infant and Early Childhood Mental Health Consultant or professional.
 - (c) Offering referral to or engaging with other community partners.
- (7) Contractors must notify the DCYF ECEAP and receive written approval before implementing any alternative attendance plan.

PAO-10 Confidential Record Securing and Disposal

- (1) Contractors must write a policy to ensure the security and confidentiality of all child and family information. This includes:
 - (a) Disposing of written records in a secure manner.
 - (b) Securing electronic records.

PAO-11 Health Records

- (1) Contractors must maintain current and confidential health files on all enrolled children that include:
 - (a) Medical and dental history.
 - (b) Immunization records.
 - (c) Individual Care Plan (IC-2)
 - (d) Allergy information.
 - (e) Food preferences and restrictions.
 - (f) Health screening results.
 - (g) Verification dental screening results.
 - (h) Verification of medical examination results.
 - (i) Accident reports.
 - (j) Documentation of health-related family contacts.
- (2) Contractors must maintain a tracking system to ensure these records are kept up-to-date.

PAO-12 Parent Consent Forms

- (1) Contractors must obtain signed parent consent for:
 - (a) Administration of medication.
 - (b) Emergency medical treatment.
 - (c) Health screenings or assessments.
- (2) Signed forms must be kept confidential and accessible.

PAO-13 Child Restraint Documentation

- (1) Contractors must retain documentation of child restraint incidents for five years.

PAO-14 Monitoring and Compliance

- (1) Contractors must maintain documentation related to their continuous quality improvement systems including:
 - (a) Data gathered during monitoring.
 - (b) Follow-up on out-of-compliance issues.

PAO-15 Program Monitoring Documents

- (1) Contractors must maintain documentation of progress on compliance agreements for a minimum of five years.

PAO-16 Pesticide Notifications

- (1) Contractors must maintain for seven years, documentation that they notify parents, employees and any other interested parties 48 hours in advance of the application of pesticides in accordance with RCW 17.21. Notification is not required if children will be out of the facility for two consecutive days after application.

PAO-17 Health Screening

- (1) Children who have not had a health screening within the last twelve months must be screened within 90 calendar days, counting children's first day attending class each school year as day one, for:
 - (a) Vision and hearing.
 - (b) Special health needs.
- (2) Contractors must:
 - (a) Document the screening results.
 - (b) Partner with families when health, nutritional or developmental concerns are suspected or identified in their child.
 - (c) Make appropriate referrals based on screening results.
 - (d) Follow recommendations of the child's health, nutrition or developmental practitioner.

PAO-18 Eligibility, Recruitment, Selection, Enrollment, and Attendance Documents

- (1) Contractors must retain attendance records for five years.
- (2) Contractors must maintain the following paper documentation for at least the current and previous school year:
 - (a) Parent signatures verifying eligibility information is accurate.
 - (b) Signed statement from staff who verified eligibility.
 - (c) Statement of income signed by the employer or parent, if no other documentation of income is available.
- (3) Contractors should consult their ECEAP contract and follow their agency's record retention schedule for longer retention requirements.

PAO-19 Human Resources Documents

- (1) Contractors must retain the following for each employee for five years after employment ends:
 - (a) Copy of first aid, CPR and food worker cards, if required.
 - (b) Documentation of qualifications not verified by MERIT, such as copies of diplomas, transcripts, licenses and certifications.
 - (c) Orientation and training record.
 - (d) Professional Development Plan, and observation and mentoring notes for staff with Professional Development Plans.
 - (e) Reference checks.
 - (f) Tuberculosis (TB) test records.
- (2) Contractors must retain the following for five years after their completion:
 - (a) Documentation of labor pool shortage or other staff recruitment difficulty.
 - (b) Staff recruitment materials, advertising open positions to the public.
 - (c) Volunteer records including background clearances, TB test records, orientation and training and hours of volunteer service.
 - (d) Affirmative Action Plan that includes the plan's implementation and putting in practice to increase the representation of affected groups in the workforce when a particular group is under-represented to meet the needs of the community. (WAC 357-25, RCW 49.60, Equal Employment Opportunity governing guidelines, Code of Federal Regulations Titles 28, 29, and 43.)
- (3) Contractors must maintain current:
 - (a) Background clearances.
 - (b) Job descriptions.

- (c) Professional Development Plans for staff who do not fully meet required qualifications.
- (d) Staff and volunteer training plan.
- (e) Staff recruitment and selection policies and procedures.
- (f) Volunteer policies.

PAO-20 Health and Safety Documents

- (1) Contractors must retain the following for five years after their completion:
 - (a) Emergency drill records.
 - (b) Inspection records for smoke detectors, fire alarms and fire extinguishers.
- (2) Contractors must maintain current:
 - (a) Child abuse and neglect prevention, detection and reporting policy and procedure.
 - (b) Child allergy procedure.
 - (c) Disaster plan.
 - (d) Exclusion of sick children and adults policy
 - (e) Health and safety inspections for the school year.
 - (f) Contagious disease prevention procedures.
 - (g) Medication management procedures.
 - (h) Pesticide/herbicide management policy.
 - (i) Plans for handling medical, dental and poisoning emergencies.
 - (j) Transportation policy.
 - (k) Diapering, toileting and toilet learning policy.

PAO-21 Early Childhood Education Documents

- (1) Contractors must maintain the following for the current school year:
 - (a) Child Focus Response Plans
 - (b) No expulsion policy.
 - (c) Child guidance policy.
 - (d) Curriculum plans, including individualization.
 - (e) Transition plans.

PAO-22 Child Records

- (1) Contractors must retain the following records for each child while they are in ECEAP and for five years after the child leaves ECEAP:
 - (a) Consent forms.
 - (b) Health records and tracking.
 - (c) Individualized curriculum and guidance plans.
 - (d) Individualized Education Program (IEP), when applicable.
 - (e) Notes from parent-teacher conferences including child goals.
 - (f) Notes from Local Education Agency (LEA) or Multidisciplinary Team (MDT) meetings, when applicable.
 - (g) Plans, referrals and follow-up notes.
 - (h) Screening and assessment results.

PAO-23 Disaster Plan, Policies and Procedures

- (1) Contractors must have written health and safety policies and procedures on disaster planning for emergencies such as fire, earthquake, flood, tsunami, volcanic eruption or lock-down, as applicable based on location, including practice drills.

PAO-24 Transportation

- (1) Transportation is an optional ECEAP service.

- (2) Contractors must write a health and safety policy and procedure for transportation, if applicable.
- (3) When ECEAP children are served by school district bus service, transportation is regulated by OSPI minimum standards.
- (4) If contractors transport children in non-school district vehicles, they must:
 - (a) Maintain a written transportation policy to ensure the safety of children.
 - (b) File current copies of all drivers' licenses.
 - (c) File current copies of vehicle insurance meeting Department of Licensing insurance requirements.
 - (d) Ensure that signed medical releases and emergency contact forms for each child are readily accessible.
 - (e) Use buses that meet OSPI minimum standards for school buses or other vehicles maintained in good repair and safe operating condition.
 - (f) Follow the Washington Child Restraint Law. ([RCW 46.61.687](#) and [RCW 46.61.688](#))
 - (g) Document daily visual vehicle safety checks.
 - (h) Document a regular schedule of vehicle safety inspections.
- (5) When school districts are transporting homeless children using a method other than district-provided transportation, the following applies:
 - (a) When using a taxi service:
 - (i) The child must be accompanied by a parent or authorized adult in addition to the driver.
 - (ii) Drivers must have a cleared Portable Background Check.
 - (iii) A contract must be in place that ensures:
 - (A) The taxi is up to date on all maintenance.
 - (B) All safety measures are in place and utilized, including the use of and appropriate installment of child safety seats and seat belts.
 - (b) ECEAP contractors may not use rideshare services such as Uber and Lyft to provide transportation for children.
- (6) Contractors must ensure:
 - (a) Signed parent consent forms for transportation for each child are obtained prior to providing transportation.
 - (b) Signed medical releases and emergency contact forms for each child are readily accessible in case of injury during transportation.
 - (c) One-way transportation time for children is no more than one hour, except in rural or remote areas where transportation time must be kept to a minimum.

PAO-25 Transportation Records

- (1) Contractors must retain transportation records including copies of drivers' licenses, vehicle insurance, vehicle daily safety checks and vehicle inspection reports for five years after their completion.

PAO-26 No Expulsion Policy

- (1) Contractors must write and implement a policy to address the needs of children with challenging behaviors and prohibit expulsion. The policy includes strategies appropriate to the community served and timeframes for implementation. These five topics must be addressed:
 - (a) Supporting classroom teachers.
 - (b) Planning with families to meet the individual needs of the child.
 - (c) Engaging community resources such as, Infant and Early Childhood Mental Health Consultant, coach or other professional.
 - (d) Choosing an alternative schedule or setting.
 - (e) How staff are trained to support positive social emotional development, reduce challenging behavior and trauma informed care, annually.
- (2) If contractors have implemented their usual strategies and the classroom is still unsafe or excessively disrupted, they are encouraged to contact DCYF ECEAP for technical assistance.

PAO-27 Child Guidance, Restraint and Isolation Policy

- (1) Contractors must write a child guidance policy which must include:
 - (a) Positive guidance approach and techniques.
 - (b) Supervision.
 - (c) Restraint policies.
- (2) Contractor's guidance policy must prohibit any person on the premises from using:
 - (a) Corporal punishment, including any means of inflicting physical pain or causing bodily harm to the child.
 - (b) Holding, grabbing or moving the child in an aggressive manner to cause them to comply.
 - (c) Verbal abuse, such as yelling, shouting, name calling, shaming, making derogatory remarks about a child or the child's family or using language that threatens, humiliates or frightens a child.
 - (d) Using or withholding food or liquids as punishment or reward.
- (3) Contractor's guidance policy must prohibit any person on the premises from the use of a physical restraint method injurious to the child or any closed or locked time-out room.

PAO-28 Health and Safety Policies and Procedures

- (1) Contractors must have written health and safety policies and procedures on:
 - (a) Child allergies.
 - (b) Exclusion of sick children and adults.
 - (c) Handling the following emergencies:
 - (i) Medical.
 - (ii) Dental.
 - (iii) Poisoning.
 - (d) Infectious disease prevention.
 - (e) Medication management.
 - (f) Diapering, toileting and toilet learning.
 - (g) Monitoring of health and safety practices.
 - (h) Pesticide/herbicide management in accordance with RCW 17.21, preventing children's exposure and using the least hazardous means to control pests and unwanted vegetation.
 - (i) Pets and animals.

PAO-29 Required Postings

- (1) Daily classroom routine.
- (2) Emergency telephone numbers posted near a telephone.
- (3) Emergency medical and disaster procedures for medical, dental and poison treatment.
- (4) Food worker cards for food preparation staff.
- (5) Menus.
- (6) Child allergies and special dietary restrictions.
- (7) Complaint process for families.

PAO-30 Early Childhood Education Service Delivery

- (1) Contractors must use an early learning framework to plan developmentally-appropriate early childhood education. This framework informs the environment, daily routine, curriculum, adult-child interactions, guidance, screening and referral, assessment, individualization and parent-teacher conferences.
- (2) Contractors must ensure the following dosages of class time for each model offered:
 - (a) Part Day
 - (i) Minimum 3 hours per class session.
 - (ii) Minimum 360 hours of class, over no less than 30 calendar weeks.
 - (iii) Rest time does not count as part of the Part Day class hours.

- (iv) Part Day classrooms that have closures that cause them to fall below 360 hours must develop a plan in advance to ensure they meet the minimum annual dosage requirements.
- (v) Contractors must provide families, in advance, an annual calendar with planned days of closure.
- (b) School Day
 - (i) Minimum 5.5 hours per class session
 - (ii) Four or five days per week
 - (iii) Minimum 1,000 hours of class, over no less than 30 calendar weeks. ([RCW 43.216.010\(16\)](#))
 - (iv) Contractors may count up to 10 days when school is canceled for parent-teacher conferences and transportation is not provided toward the 1,000 minimum hours.
 - (v) School Day classrooms that have closures that cause them to fall below 1000 hours must develop a plan in advance to ensure they meet the minimum annual dosage requirements.
 - (vi) Contractors must provide families, in advance, an annual calendar with planned days of closure.
- (c) Working Day is intended to serve eligible working or student families' year round. Program hours must be offered to meet the needs of the eligible working or student families in the community.
 - (i) Class is open a minimum of 10 hours per day, five days per week, year round.
 - (ii) Ensure a minimum 2,370 hours of class available per year. ([RCW 43.216.010\(13\)](#))
 - (iii) Contractors must provide families, in advance, an annual calendar with planned days of closure.
 - (vii) Working day classrooms that have closures that cause them to fall below 2,370 hours must develop a plan in advance to ensure they meet the minimum annual dosage requirements.
- (3) Both Working Day and School Day classes may modify instruction and class schedules during:
 - (a) Tribal, State, and Federal holidays
 - (b) Tribal government closures
 - (c) Tribal cultural events
 - (d) School breaks
 - (e) Staff professional development and wellness activities approved by DCYF if proposed activities result in a contractor being unable to meet the minimum annual dosage requirements.
- (4) At sites that offer wrap-around child care in addition to ECEAP, contractors must specify on the ELMS Class Info page which hours are ECEAP hours. During ECEAP hours, sites must follow all ECEAP requirements.
- (5) Daily transportation to and from the classroom does not count as part of class hours.

PAO-31 Comprehensive Services

- (1) Contractors must provide comprehensive services in collaboration with ECEAP parents, staff and community partners. Services Include:
 - (a) Early childhood education.
 - (b) Family support, using the Mobility Mentoring® approach.
 - (c) Family engagement.
 - (d) Health, mental health and nutrition.
- (2) Contractors must ensure that all ECEAP services:
 - (a) Respond to community needs.
 - (b) Integrate program components, such as education, family support and health.
 - (c) Are developmentally appropriate, inclusive and adaptive for children and families.
 - (d) Build relationships with families based on mutual respect and equality.
 - (e) Are culturally and linguistically responsive to families.
 - (f) Focus on family strengths.
 - (g) Support building adult capabilities.
 - (h) Support family engagement, empowerment and leadership.

PAO-32 Community Partnerships

- (1) Contractors must take an active role in promoting coordinated systems of comprehensive early childhood services to children furthest from opportunity and families in their community through communication, cooperation and the sharing of information among agencies. A contractor must establish collaborative relationships and partnerships, with schools, health, social service agencies, tribal sovereign nations and other related community organizations. This may include direct communication with DCYF staff, state agency partners, local providers or other early learning system navigation partners for coordination and support of systems-level initiatives so that families can access the range of services and supports. Contractors must involve partners in:
 - (a) Community Assessment.
 - (b) ECEAP service delivery planning.
 - (c) Community services development and coordination.
 - (d) Planning for children with disabilities, including inclusive classrooms.
 - (e) Kindergarten transition planning.
 - (f) Compliance agreement planning, as related to community services.
 - (g) Early learning system integration efforts, such as coordinated recruitment and enrollment or offering of inclusive classrooms.

PAO-33 Health Advisory Committee

- (1) Contractors must establish a Health Advisory Committee (HAC) composed of staff; ECEAP parents; and professionals in medical, dental, nutrition, public health and mental health fields; to:
 - (a) Offer input on policy and planning related to health, nutrition and mental health.
 - (b) Address issues and concerns about health service delivery.
 - (c) Provide opportunities for family empowerment and leadership skill development.
- (2) Contractors must develop a written plan, in partnership with their Health Advisory Committee, to implement and monitor health services including:
 - (a) All requirements related to Health, Safety and Nutrition.
 - (b) Confidentiality protocols.
 - (c) Classroom health curriculum.
 - (d) Parent education.
- (3) The HAC must meet a minimum of once per year and more often as community health or ECEAP needs arise. Contractors must maintain a roster of participants and minutes of HAC meetings.
- (4) Contractors may form combined ECEAP, Early ECEAP and Head Start HACs. Neighboring contractors may form joint HACs.

PAO-34 Policy Council

- (1) Contractors must establish a Policy Council, composed primarily of current and former ECEAP families, and separate from an agency board of directors. Council members may serve no more than five years. ECEAP staff provide support and consultation at Council meetings.
- (2) The purpose of the Policy Council is to develop family empowerment and leadership and serve as a communication link between the contractor and ECEAP families. The Council works with the contractor to make decisions about ECEAP administration, including, but not limited to:
 - (a) Comprehensive service delivery.
 - (b) Community assessment.
 - (c) Self-assessment of ECEAP Compliance.
 - (d) Use of anti-bias practices
 - (e) Program monitoring.
 - (f) Family/Community Concerns and Complaint Policy and resolution.
 - (g) Budget.
 - (h) Program policies.

- (i) Recruitment of families.
- (j) Expansion and entitlement planning.
- (3) Contractors must orient Policy Council members to the ECEAP Contract, ECEAP Performance Standards and program policies. Contractors must maintain minutes of Policy Council meetings.
- (4) Contractors may form combined ECEAP, Early ECEAP and Head Start Parent Policy Councils providing there is ECEAP family representation.

PAO-35 Community Assessment

- (1) Contractors must conduct a community assessment at least every five years. The assessment may be aligned with the Head Start community assessment. The contractor must annually review and update the assessment to reflect significant changes in community demographics and resources. The assessment process must involve families, staff and community partners.
- (2) The assessment must document:
 - (a) Where eligible children live, within the contractor's service area.
 - (b) Race, ethnicity and home languages of eligible children.
 - (c) Numbers of age-eligible children who are:
 - (i) Developmentally delayed or disabled.
 - (ii) In the child welfare system, including foster care.
 - (iii) In families that are McKinney-Vento eligible.
 - (iv) In families with low income.
 - (v) In families where parents work as seasonal or migrant farmworkers.
 - (vi) In families in the military.
 - (vii) In families that are American Indian or Alaskan Native.
- (3) Contractors must analyze this assessment data with their community partners to determine the community capacity for ECEAP-eligible children and families to access services such as:
 - (a) Education.
 - (b) Medical, mental and oral health.
 - (c) Nutrition.
 - (d) Social services.
- (4) Contractors must use the community assessment to develop their:
 - (a) Plan for delivering services that meet the needs of their community.
 - (b) Philosophy and goals.
 - (c) Recruitment strategies.
 - (d) Culturally and linguistically responsive ECEAP services.
 - (e) Site locations.
- (5) Contractors must maintain documentation of community assessment activities.

PAO-36 ECEAP Self-Assessment

- (1) Contractors must include ECEAP staff and families in an annual assessment of compliance with ECEAP performance standards, using the ECEAP Self-Assessment process. Self-Assessment is due by June 15 of each year.
- (2) ECEAP Self-Assessment process must include:
 - (a) ECEAP Director Surveys
 - (b) Family Surveys
- (3) Programs with multiple funding sources may align their ECEAP Self-Assessment process with other funding sources, including timelines and goals.

Overview – Recruitment, Eligibility and Enrollment

ECEAP recruitment, eligibility and enrollment standards are determined by both legislation through Revised Code of Washington ([RCW 43.216.500-602](#)) and requirements found in the Washington Administrative Code ([WAC 110-425](#)). The standards below ensure that Washington children most in need of ECEAP are enrolled within the state's allotted funding. The Early Learning Management System (ELMS) is designed to guide contractors through this process.

Steps to enrolling a family include recruitment, application, verification of eligibility, prioritization and then enrollment. Not all eligible children will receive ECEAP services. Enrollment depends on the number of available slots for the children on the eligible, prioritized waiting list.

To ensure fair access to ECEAP, Contractors:

- Develop and implement a recruitment process to actively inform all families with eligible children of the availability of services.
- Consider linguistic and cultural diversity and community needs when developing recruitment strategies.
- Work with neighboring ECEAP, Head Start and Tribal Nation programs to ensure enrollment of as many eligible, high priority children as possible. This includes joint outreach efforts and referrals as determined by the service agreement.
- Encourage and assist families to apply for admission to the program.
- Verify eligibility of each applicant.
- Prioritize eligible children for enrollment in available slots.
- Maintain prioritized waiting lists so it is possible to quickly refill vacant slots and demonstrate statewide need for ECEAP.
- Ensure that ECEAP funds are only used for services for eligible children.

DCYF requires contractor staff to record in ELMS which documents they viewed to determine child eligibility and prioritization. Contractors are not required to retain copies of these documents.

PAO-37 Child Recruitment

- (1) Contractors must conduct ongoing recruitment throughout the year to:
 - (a) Identify potentially-eligible families in their service area.
 - (b) Inform families about ECEAP services.
 - (c) Encourage families to apply for ECEAP.
 - (d) Maintain a viable waiting list.
- (2) Contractors must focus their recruitment efforts to locate age-eligible children:
 - (a) In state or tribal child welfare system including foster care, kinship care, Child Protective Services and Family Assessment Response services.
 - (b) With developmental delays or disabilities.
 - (c) Who are McKinney-Vento eligible, as defined by the federal [McKinney-Vento Education of Homeless Children and Youth Assistance Act](#) as lacking a fixed, regular and adequate nighttime residence due to loss of housing, economic hardship or a similar reason.
 - (i) A **fixed residence** is one that is stationary, permanent and not subject to change.
 - (ii) A **regular residence** is one that is use on a regular (i.e. nightly) basis.
 - (iii) An **adequate residence** is one that is sufficient for meeting both the physical and psychological needs typically met in home environments.
- (3) Contractors must document their recruitment procedure and strategies in ELMS.

PAO-38 Eligibility for ECEAP Services

- (1) A child is eligible for ECEAP if the child is at least three years old by August 31 of the school year, is not age-eligible for kindergarten and is one of the following:

- (a) From a family with income at or below 36% of the state median income (SMI) established by the U. S. Department of Health and Human Services (<https://www.dshs.wa.gov/esa/eligibility-z-manual-ea-z/state-median-income-chart>).
 - (b) Qualified by a school district or tribal school for special education services under RCW 28A.155.020. All children determined eligible by a school district or tribal school for an Individualized Education Program (IEP) meet this requirement.
 - (c) McKinney-Vento eligible as defined by the federal [McKinney-Vento Education of Homeless Children and Youth Assistance Act](#).
 - (d) Has participated in Early Head Start (EHS) or a successor federal program providing comprehensive services for children from birth through two years of age, the Early Support for Infants and Toddlers program (ESIT) or received IDEA Part C Early Intervention Services, the birth to three Early Childhood Education and Assistance Program (Early ECEAP) or the Early Childhood Intervention and Prevention Services program (ECLIPSE)
 - (e) Is a Tribal Child, temporarily defined by DCYF and ECEAP Tribal Workgroup, and at or below 100% SMI.
 - (f) From a family with income that exceeds 36% of the SMI (ESE) and impacted by specific prioritization factors identified by DCYF that are linked by research to school performance, within the limits set by DCYF and the State Legislature.
- (2) Children who are eligible for ECEAP are not automatically enrolled in ECEAP. They must still be prioritized. (PAO-48).
 - (3) Eligible, enrolled children maintain their eligibility for ECEAP until kindergarten, without reverification of income or prioritization factors. All previously enrolled children returning for a new school year may be reprioritized against new children when enrollment slots are limited.
 - (4) Children served by school district special education or ECLIPSE may be simultaneously enrolled in ECEAP.
 - (5) Children served by Head Start may not be simultaneously enrolled in ECEAP. However, Head Start grantees awarded the Supplemental Funds Available to Extend Duration of Services in Head Start and Early Head Start may use those funds to extend ECEAP hours.

PAO-39 Additional Children Allowed for Enrollment

- (1) A child is allowed to be enrolled in ECEAP as space is available if the child is at least three years old by August 31, is not age-eligible for kindergarten, and is from a family with income above 36% SMI but less than or equal to 50% SMI if the child is impacted by at least one other specific prioritization factor identified by DCYF and the State Legislature.
- (2) Children allowed to enroll who turn three years old after August 31 of the school year must be from a family with income at or below 50% SMI or impacted by at least one other specific prioritization factor; and have received services from or participated in ESIT, Early ECEAP, ECLIPSE or Early Head Start.

PAO-40 Eligibility for Working Day ECEAP

- (1) Children are eligible for Working Day ECEAP if one of these applies:
 - (a) In single parent families, the parent must be employed, in a formal training program, approved for Child Protective Services child care, in [WorkFirst activities](#) listed on a DSHS Individual Responsibility Plan, in reasonable related travel or in a combination of these activities for a minimum of 25 hours per week.
 - (b) In two-parent families, both parents must be employed, in a formal training program, approved for Child Protective Services child care, in [WorkFirst activities](#) listed on a DSHS Individual Responsibility Plan, in reasonable related travel or in a combination of these activities for a minimum of 55 hours per week.
 - (c) In two-parent families, when one parent is disabled and unable to work and unable to care for the child while the other parent is working, the other parent must meet the single parent eligibility requirement.
- (2) If a parent's work hours vary, contractors must average the weekly hours for the entire school year.
- (3) Parents' work or training hours do not have to match the ECEAP class hours.
- (4) Additionally,

- (a) Families with children enrolled in Working Day ECEAP must continue to meet the Working Day eligibility requirements to enroll in a second year of Working Day ECEAP. Families that no longer meet the Working Day eligibility requirements are still eligible for Part Day or School Day ECEAP.
- (b) For children returning from the previous year from any classroom model, staff update family work and training hours in ELMS before enrolling the child in a Working Day class in the new year.
- (5) Children who are age-eligible for kindergarten in the fall may be enrolled in Working Day during summer quarter just prior to kindergarten only if they were enrolled in ECEAP the previous school year, in any model or with any ECEAP contractor.

PAO-41 Verifying Eligibility

- (1) Contractors must verify ECEAP eligibility before initial enrollment, including parent or guardian's legal authority to enroll, child's age, family size and family income.
 - (a) **Exception:** Contractors have up to 90 calendar days to verify eligibility under certain circumstances when documentation is not immediately available such as homelessness, natural disasters, fire or domestic violence. In some cases, Kinship caregivers who do not have access to documents may fall in this exception. Children may begin class if presumed eligible and high priority. If the ELMS application is locked, contractors must contact ELMS Support to update the application within 90 calendar days, counting the child's first day attending class as day one.
- (2) In ELMS, contractors must identify the documents used to verify eligibility. For each enrolled child, contractors must retain a statement signed by a staff person certifying that they viewed and verified documentation establishing the child's eligibility for ECEAP and, to the best of their knowledge, the information entered in ELMS is true and correct. Contractors must also retain a statement signed by the ECEAP child's family certifying that to the best of their knowledge, the information entered on the application is true and correct. These statements are available on the printed child application in ELMS.
- (3) In the absence of other documents to verify family size, contractors may accept a parent's signed statement.
- (4) Contractors must write and implement a verification procedure for enrollment of all children that avoids conflicts of interest and ensures staff do not verify eligibility for close relations or their own children.
- (5) Child applications remain valid for eligibility purposes for the school year for which the family applied.
 - (a) Contractors must re-verify eligibility for children who never attended ECEAP, whose initial application was in the previous school year (July 1 to June 30).
 - (b) Contractors must verify eligibility for siblings applying for subsequent years.
 - (c) It is not necessary to re-verify eligibility for children who attended ECEAP and are still age-eligible, except for eligibility for Working Day ECEAP as noted in PAO-40.

PAO-42 Authority to Enroll Child

- (1) A person has the authority to enroll a child into ECEAP if they are:
 - (a) The child's biological, adoptive, step or foster parent.
 - (b) Awarded custody by a court via a Non-Parental Custody Decree.
 - (c) Granted temporary custody via a written temporary parental consent agreement, which:
 - (i) Must be signed by both parents or explain why one parent is not available.
 - (ii) Must be agreed upon by the parent and the person assigned temporary custody.
 - (iii) Need not be approved by a court or notarized.
 - (d) Acting *in loco parentis* (in the place of a parent) by intentionally assuming the duties of a parent and responsible for exercising the day-to-day care and responsibility for the child.

PAO-43 Calculating Family Size

- (1) To establish family size for the purpose of determining state median income, contractors must count all people who meet all of the following criteria:
 - (a) Living in the same household with the ECEAP child.
 - (i) **Exception:** Do not include hosts of families temporarily sharing housing with relatives or others.

- (b) Related to the parent(s) or legal guardian(s) by blood, marriage or adoption.
 - (i) Include the ECEAP child and the child's parent(s) in this count.
- (c) Supported by the income of the parent(s) or legal guardian(s) of the ECEAP child.
 - (i) Do not include household members age 19 or older who have earned or unearned income that covers half or more of their support.
- (2) Exception: For children in foster care, in kinship care or adopted from foster or kinship care, count only the ECEAP child.

PAO-44 Whose Income to Count

- (1) When determining a child's income eligibility, contractors must count the income received by the ECEAP child's parent(s) or guardian(s).
- (2) Exceptions:
 - (a) For a child in foster care, count only the amount of the foster care grant applicable to the ECEAP child. If there is no grant, count the income as zero.
 - (b) For an ECEAP child in kinship/relative care, count only the amount of the DSHS Non-Needy Relative, *in loco parentis*, legal guardian grant, Supplemental Security Income (SSI, Social Security Survivor Benefits (SSA) or Social Security Disability Insurance (SSDI) payment or tribal payment applicable to the ECEAP child. If there is no grant, count the income as zero.
 - (c) For children adopted after foster or kinship care, count only the amount of an adoption support grant. If there is no grant, count the income as zero.
 - (d) For a family sharing housing with relatives or others, count only the income of the child's parents or guardians. Do not count the income of hosts.

PAO-45 Which Income to Count

- (1) For each family, contractors may calculate income from either the previous calendar year or the previous 12 months, whichever more accurately reflects the needs of the family.
- (2) For the purpose of determining ECEAP eligibility, count all income of the ECEAP child's parents including:
 - (a) Gross wages or salaries, before taxes and deductions.
 - (b) Net income from self-employment.
 - (c) Income received in a regular or periodic manner such as:
 - (i) Alimony.
 - (ii) Annuity payments.
 - (iii) Child support, only if required by a legally-binding child support order.
 - (iv) Emergency assistance cash payments.
 - (v) Insurance payments that are regular (not one-time).
 - (vi) Retirement or pension payments.
 - (vii) Scholarships, grants or fellowships for living expenses.
 - (viii) Social Security.
 - (ix) Strike benefits.
 - (x) Supplemental Security Income SSI.
 - (xi) State or Tribal Temporary Assistance for Needy Families (TANF) grants.
 - (xii) Training stipends.
 - (xiii) Tribal income, if taxable.
 - (xiv) Unemployment or Workers' Compensation.
 - (xv) Veteran's benefits.
 - (d) Interest and dividends from assets.
 - (e) For uniformed services members, all entitlements (pay and allowances) reported on Leave and Earnings Statements, except Basic Allowance for Housing (BAH), Basic Allowance for Subsistence (BAS), Family Separation Housing (FSH), and Hostile Fire Pay/Imminent Danger Pay (HRP/IDP).

- (f) Gambling or lottery winnings.
- (3) Subtract from income documented child support payments to another household, only if required by a legally-binding child support order.
- (4) Do not count as income:
 - (a) Cash from the sale of an asset or bank withdrawals not subject to capital gains.
 - (b) Food or housing received in lieu of wages.
 - (c) Foster Care Grant for non-ECEAP child.
 - (d) Non-cash benefits such as food stamps, housing assistance, Medicaid, Medicare, school lunches or employer-paid fringe benefits.
 - (e) One-time gifts, loans, inheritances or insurance settlements.
 - (f) Scholarships or educational grants for tuition.
 - (g) Tax refunds.
 - (h) Social Security issued in a child's name.
 - (i) Stimulus payments due to natural disasters, pandemics or states of emergency.

PAO-46 When a Child Lives in Two Households

- (1) When a child lives in two households, contractors must first determine if there is a primary household. If so, use that household only for determining family size and income. A household is primary if, for example, either the parenting plan awards one household primary custody or one household receives child support from the other household, in which case the receiving household is primary.
- (2) When neither household is primary and neither household receives child support from the other household, both of the following apply:
 - (a) Count the family size for both households and divide by two. If the resulting number is a fraction, round up to the nearest whole number.
 - (b) Count half of each of the incomes for the two parents who share legal custody. Do not count the income of their current spouses or partners, if any.

PAO-47 Verifying Annual Income

- (1) Contractors must verify family income before determining whether a child is eligible to participate in ECEAP. Verification of annual income is required for most ECEAP applicants, except:
 - (a) Contractors verify the grant amount for children in foster care and those in kinship/relative care covered by a DSHS Non-Needy Relative, *in loco parentis* or legal guardian grant.
 - (b) Contractors do not re-verify income for families of children who were previously enrolled and attended ECEAP.
- (2) To verify income, contractors must view documentation such as:
 - (a) Income tax forms, W-2 forms or 12 months of pay stubs or pay envelopes.
 - (b) Leave and Earnings Statements for uniformed services members.
 - (c) Documentation of public assistance or other benefits.
 - (d) Child support orders.
 - (e) A statement of income signed by the employer or parent, if no other documentation of income is available.
- (3) Eligible, enrolled children are allowed to remain in ECEAP until they are age-eligible for kindergarten, without re-verification.
- (4) Under specific circumstances, contractors may choose to use the previous month's or current month's income to determine eligibility, rather than the annual income.
 - (a) Annual income must first be verified and entered in ELMS.
 - (b) This choice applies when a family's current income is significantly decreased from their annual income due to death, divorce, unplanned job loss or similar unexpected circumstance.
 - (c) The reason for this exception must be documented in ELMS.

PAO-48 Prioritization

- (1) Once contractors have established a pool of eligible children, contractors must prioritize children for available ECEAP slots starting first with eligible children, and then children allowed for enrollment. To do this, contractors must use the priority point system available on the ECEAP webpage and built into ELMS. This point system is based on:
 - (a) State law regarding priority for children in eligible and allowable categories.
 - (b) DCYF research on factors that impact school readiness and success.
 - (c) Child age, with priority for children who are within one year of kindergarten age.

PAO-49 Exceeds SMI Eligibility (ESE) Slots

- (1) Contractors may provide ECEAP services to children who exceed SMI eligibility (ESE) who are impacted by specific prioritization factors identified by DCYF that are linked by research to school performance.
 - (a) Contractors must actively recruit and enroll income-eligible children within their service area.
 - (b) Contractors must make every effort to fill slots first with children who are eligible according to PAO-38. These children are;
 - (i) At or below 36% SMI.
 - (ii) On IEPs.
 - (iii) McKinney-Vento eligible.
 - (iv) Previously enrolled in Early ECEAP, EHS, ESIT, or ECLIPSE.
 - (v) A tribal child at or below 100% SMI.
 - (vi) Within the entitled ESE group which is up to 10% of slots statewide.
 - (c) Contractors may enroll additional ESE allowable children who are up to 50% SMI as space is available, up to the initial ESE limit assigned by DCYF to each contractor annually. DCYF may adjust limits throughout the year upon contractor request.
 - (d) DCYF will consider the following factors when reviewing requests for additional over-income slots:
 - (i) The statewide number of enrolled ESE children.
 - (ii) The similarity of the income levels, priority points and prioritization factors of the children described in the applications and other ECEAP children enrolled in ESE slots.
 - (iii) The statewide plan to serve all income-eligible children from families who choose to participate.
 - (iv) The requesting contractor's need to fill slots to fully enroll a class to ensure access to services for income-eligible children.
 - (v) The presence of unserved, income-eligible children in other locations in the state.
- (2) For the purposes of the ESE limit, all children are counted at the time of their first ECEAP enrollment as either income-eligible or ESE.
 - (a) Children who enter ECEAP who are eligible as defined in PAO-38(1a-e) do not count against the ESE limit, even if they do not qualify by income.
 - (b) If a child enters ECEAP using an ESE slot and then during the year an active IEP is entered in ELMS for the child or they become McKinney Vento eligible they will no longer count against the ESE limit.

PAO-50 Waiting Lists

- (1) Contractors must maintain active prioritized waiting lists in ELMS.
- (2) For the purposes of statewide statistics, staff must complete the ELMS prescreen for all children on the waiting list.
- (3) ECEAP waiting lists may include children who are also on a Head Start waiting list for children who might enroll in either program.
- (4) Contractors must remove a child from waiting lists in ELMS when they learn the child no longer needs services or has enrolled in Head Start. ELMS will remove children when they are no longer age-eligible.

PAO-51 Availability for Enrollment

- (1) Contractors must only enroll children who are available to attend during scheduled class hours, with the exception of temporary absences due to illness or other reasons communicated by the family.

- (a) For Part Day and School Day classes, children must be regularly available to attend all scheduled class hours.
- (b) For Working Day classes, children must be available to attend six or more hours per day and at least four days per week.

PAO-52 Enrollment

- (1) Contractors must:
 - (a) Begin all ECEAP classes no later than September 30 of each state fiscal year.
 - (b) Fill each funded ECEAP slot within 30 calendar days. To establish 30 calendar days:
 - (i) At the beginning of the year, count the first day of class as day one.
 - (ii) When a child exits, count the last day the child attended class in person as day one.
 - (iii) When an expected child did not attend, count the first day of class or the last day a child attended in that slot as day one.
 - (c) Consider a slot full when a child attends class in person and their actual start date is entered in ELMS.
 - (d) Create an enrollment policy with processes for application completions and enrollment timelines. The policy must include how the program will:
 - (i) Plan for and implement accommodations for children with developmental delays or disabilities and/or individual care plans.
 - (ii) Ensure enrollment timelines in (1)(a-c) are met.
 - (e) Contact their CQI Specialist for support when they are unable to fill a vacant slot within the 30-day timeline or if timelines were not met and there are vacant slots with children on the waitlist.
- (2) Exceptions:
 - (a) It is optional to fill vacancies when the last day the exiting child attended class was in the final 60 calendar days of the school year, except in Working Day classes.
 - (b) ECEAP classes that share classrooms with Migrant/Seasonal Head Start may begin when the room is available in October. ECEAP classes that share classrooms with Migrant/Seasonal Head Start must fill each funded ECEAP slot by October 30.

PAO-53 Serving Non-ECEAP Children in the Same Classroom

- (1) Contractors may serve children who are not eligible for ECEAP in the same classroom with ECEAP children, providing:
 - (a) The total proportional share of costs for non-ECEAP children is covered by funds or in-kind contributions from sources other than ECEAP dollars.
 - (b) ECEAP Performance Standards are met for all ECEAP children.
 - (c) The contractor reports the number of non-ECEAP children accurately in ELMS and updates this in monthly reports.

PAO-54 Free-of-Charge

- (1) Contractors must provide ECEAP services free-of-charge to enrolled families.
 - (a) If the contractor receives Working Connections Child Care or Tribal CCDF Subsidy for the child, they may:
 - (i) Charge the allowable family copayment.
 - (ii) Charge a late fee if the family is late in picking up their child beyond the 10-hour day.
- (2) Contractors may accept voluntary donations.
- (3) Contractors must ensure that all parents have opportunities to fully participate in ECEAP activities.
- (4) No parent will be requested or required to contribute money, food, or supplies with a monetary value.
- (5) Contractors are encouraged to invite parents to volunteer time, but may not require it.
- (6) A contractor must use program funds for the provision of diapers for enrolled children during the program day.

PAO-55 Subcontractors

- (1) Contractors must:

- (a) Orient and train subcontractors on current ECEAP Performance Standards.
- (b) Monitor and ensure subcontractors' compliance with all ECEAP requirements.

PAO-56 Family and Community Concerns and Complaints

An effective concern and complaints process supports the DCYF ECEAP's objective of strengthening the quality of services and responsiveness to families and communities. DCYF ECEAP uses the information provided through its concerns and complaints procedures as an opportunity for continuous improvement of its services and performance. The policy is intended to ensure all family and community concerns are addressed promptly, equitably and respectfully so that a resolution is reached at the contractor level whenever possible.

- (1) Contractors must develop a written policy and procedure for family and community complaints.
- (2) The policy must be accessible to families, staff and volunteers through the program/family handbook and website. Content must be:
 - (a) Translated into the families' home language or provide interpreter supports when needed to ensure meaningful access and culturally responsive practices.
 - (b) Clear and easy-to-understand; which could include simplified language, illustrations, diagrams or images.
- (3) The policy and procedure must include:
 - (a) How families/community members submit a complaint.
 - (b) Organization's timeline for responding.
 - (c) Steps organization will take for resolution.
 - (d) How the organization will respond to the complaint.
 - (e) What to do if timelines are exceeded or if the complaint is unresolved.
 - (f) Who to contact at the contractor level if complaint is unresolved at the site level.
 - (g) How families/community members contact the state ECEAP office via the ECEAP inbox, if a complaint is unresolved at the contractor level.
 - (h) How confidentiality will be respected and maintained.
 - (i) Annual review by Policy Council. (PAO-34)
- (4) Contractors must document complaints, including resolution of substantiated complaints.
- (5) If resolution of a complaint cannot be reached, contractors must notify the DCYF ECEAP. (SOW Communication with DCYF)
- (6) In the event of a family/community complaint made directly to the DCYF ECEAP, the ECEAP Administrator will reach out to the ECEAP director to gather more information and identify next steps. The ECEAP Administrator will work with ECEAP contractor directors to ensure the complaint is resolved at the contractor level whenever possible. However, the ECEAP Administrator will work directly with families to help ensure resolution when needed.
- (7) At no time will a complaint compromise a family's ability to access services or impact the staff/child or staff/family interactions negatively.

PAO-57 Inclusive Environments Policy

- (1) Contractors must have a written policy to support all children in inclusive environments. This policy must include the contractor's:
 - (a) Philosophy,
 - (b) Strategies,
 - (c) Plans to individualize accommodations, and
 - (d) Plans to ensure that each child and family has access to inclusive high-quality early childhood programming and the opportunity to participate in a broad range of activities.

PAO-58 Contagious Disease Prevention Policy and Procedure

- (1) Contractors must:
 - (a) Establish contagious disease prevention policies and procedures in accordance with local or tribal health department guidelines or OSPI [“Infectious Disease Control Guide for School Staff.”](#)
 - (b) Follow universal precautions for prevention of transmission of blood borne pathogens.

PAO-59 Curriculum – Nutrition and Physical Activity Policy

- (1) Contractors must create a nutrition and physical activity policy which includes:
 - (a) Promotion of nutrition activities that are inclusive of children’s cultures and abilities.
 - (b) Promotion of healthy movement and physical activities for children of all abilities.
 - (c) How these activities are implemented in the curriculum.

PAO-60 Documentation Requirements

- (1) Contractors must document compliance with ECEAP Performance Standards in ELMS and MyTeachingStrategies as the systems of record. Documentation is subject to review by the DCYF ECEAP and the State Auditor’s Office.
 - (a) When ECEAP Program Monitoring occurs in September through December, contractors must provide documentation from the previous school year.
- (2) Contractors must monitor and ensure subcontractors’ compliance with all ECEAP requirements and maintain records of their monitoring.

PAO-61 Administrative Documents

- (1) Contractors must retain the following for six years after expiration (ECEAP Contract):
 - (a) Audit report.
 - (b) Fiscal records.
 - (c) Proof of insurance.
 - (d) Property records (inventory).
 - (e) Subcontracts.
- (2) Contractors must retain documentation of complaints and resolutions for three years after their completion. (PAO-34)
- (3) Contractors must retain the following for two years after their completion:
 - (a) Health Advisory Committee minutes.
 - (b) Parent Policy Council minutes.
- (4) Contractors must maintain current:
 - (a) Community assessment.
 - (b) Confidentiality policy and procedures.
 - (c) Conflict of interest policy.
 - (d) Compliance agreements, if any.
 - (e) ECEAP Performance Standards, at each service site.
 - (f) Waiver and Variance to Standards approved by the DCYF ECEAP.
 - (g) Fiscal management policies.
 - (h) Family and community complaint resolution procedures.
 - (i) Personnel policies (attendance, conduct, pay, benefits, professional development and performance evaluation).
 - (j) Program Self-Assessment.
 - (k) Travel policies, unless state travel regulations are followed (ECEAP Contract).
 - (l) Diversity Equity and Inclusion Policy.

PAO-62 Family Partnership Documents

- (1) Contractors must retain family education topics and attendance for two years after their completion.

- (2) Contractors must maintain current family/program handbook or written communications, with translations as appropriate.

PAO-63 Family Records

- (1) Contractors must retain the following family records in ELMS for children enrolled in the current year:
- (a) Assessment of family strengths and needs.
 - (b) Family goals.
 - (c) Progress notes and follow-up.
 - (d) Referrals to community resources.

PAO-64 Continuous Improvement System

- (1) Contractors must have a continuous quality improvement system to ensure compliance with all ECEAP requirements. This system must apply to direct services and to subcontractors. It must:
- (a) Include monitoring at the class, site, subcontractor (if applicable) and contractor levels on a defined schedule.
 - (b) Inform training and technical assistance delivered to staff at all levels.
 - (c) Inform ongoing coaching supports.
 - (d) Inform ECEAP program planning.
 - (e) Include instructional leadership strategies and supports to drive improvement efforts.
- (2) Contractors must maintain documentation of quality improvement activities.

PAO-65 Early Achievers Participation

- (1) Contractors must:
- (a) Ensure that all sites actively participate in Early Achievers and comply with the Early Achievers Participant Operating Guidelines including, but not limited to:
 - (i) Non-licensed sites complete the Early Achievers registration application within 30 days of starting ECEAP class at the site.
 - (ii) Licensed sites complete Early Achievers registration application within 30 days of enrollment in Early Achievers.
 - (iii) Participate in Early Achievers quality recognition per required ECEAP timelines.
 - (b) Assign an Early Achievers contact and facility/site designee at each site in ELMS and MERIT.
 - (c) Require newly hired Early Achievers coaches to attend the Early Achievers Practice Based Coaching training within six months of hire and maintain record of completion.
 - (d) Require Early Achievers coaches to have the knowledge, skills and ability to use the Coach Educator Community Interface (CECI) to guide sites through the continuous quality improvement process.
 - (e) Ensure coaching interactions are recorded in the DCYF determined database.
 - (f) Ensure coaches support sites to develop a quality improvement plan and enter the information in the DCYF determined database.
 - (g) Ensure each ECEAP site is Level 4 or 5 within 24 months of enrollment in Early Achievers.
 - (h) Ensure Level 2 or 3 sites comply with the Early Achievers Remedial Activities Policy.
 - (i) Sites not recognized at Level 4 or 5 after completion of the remedial activity period will not be funded for ECEAP in the following state fiscal year.
 - (j) Support sites with coaching and resources to attain or maintain Level 4 or 5 recognition.
 - (k) Identify an ECEAP staff representative to participate in Local Implementation Partner meetings convened by local Child Care Aware (CCA) offices. The purpose of the meetings is to build a seamless system and increase coordination of professionals serving the same early learning providers in the same sub-region (sub-regions may be identified by county, community or other groupings based on location and caseloads as mutually agreed upon by DCYF and the contractor). Focus must be placed on how to collaborate, align services, strengthen communication and reduce any duplication of services. Local Implementation Partner meetings must be held no less than quarterly in each CCA sub-region and efforts must be made to include all areas of the region in meetings throughout the year.

- (2) Tribal Sovereign Nations have the option of participating in Early Achievers through an inter-local agreement between the Tribal Sovereign Nation and DCYF. Tribal Sovereign Nations may also choose to use an alternative quality recognition and assessment process approved by DCYF.

PAO-66 Continuous Quality Improvement Visit

- (1) The DCYF ECEAP will monitor each contractor's compliance with the ECEAP Contract and ECEAP Performance Standards regularly.
 - (a) In person Continuous Quality Improvement visits.
 - (b) Desktop monitoring of data in ELMS.
 - (c) Monthly contractor phone calls
- (2) Following a CQI visit, contractors must complete and submit a written response to the CQI plan for items identified as needing improvement. Upon approval of the plan by DCYF ECEAP, contractors will resolve all items as outlined in the plan.

PAO-67 Stewardship of ECEAP Funds

- (1) Contractors must immediately notify the DCYF ECEAP of any suspicion of fraudulent use of ECEAP funds, including but not limited to:
 - (a) An employee intentionally entering deceptive or false information into ELMS regarding:
 - (i) Child eligibility criteria.
 - (ii) Children's actual start dates and last days in class.
 - (iii) Class start or end dates.
 - (iv) Services that were not actually provided.
 - (b) A family providing false information in order to enroll in ECEAP.

PAO-68 Non Traditional Remote Services Policy

- (1) Contractors must create a written non-traditional remote services policy. The policy must ensure provision of modified comprehensive services during temporary unforeseen circumstances that prevent traditional services. The policy must include how contractors will ensure:
 - (a) Staff are able to work remotely with access to the necessary technology and tools.
 - (b) Staff are able to provide comprehensive services to families.
 - (c) Families receive the modified comprehensive services of ECEAP including but not limited to:
 - (i) Education
 - (ii) Health
 - (iii) Family support



**HUMAN SERVICES DEPARTMENT
DETERMINATION OF STATUS
SUBRECIPIENT OR CONTRACTOR**

Date:	<u>8/1/2023</u>	Division:	<u>DDEL</u>
Agency:	<u>Edmonds School District</u>	Contract Number:	<u>EL-23-60-22-290</u>
Award Amount:	<u>\$1,295,360</u>	Fund Type:	<u>State ECEAP</u>

SUBRECIPIENT VS. CONTRACTOR

SUBRECIPIENT: Characteristics indicative of a subrecipient are when the organization:

1. ☒ Determines who is eligible to receive what federal financial assistance;
2. ☒ Has its performance measured against whether the objectives of the federal program are met;
3. ☒ Has responsibility for programmatic decision making;
4. ☒ Has responsibility for adherence to applicable federal program compliance requirements; and
5. ☒ Uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

CONTRACTOR: Characteristics indicative of a payment for goods and services received by a contractor are when the organization:

1. ☐ Provides the goods and services within normal business operations;
2. ☐ Provides similar goods or services to many different purchasers;
3. ☐ Operates in a competitive environment;
4. ☐ Provides goods or services that are ancillary to the operation of the federal program; and
5. ☐ Is not subject to compliance requirements of the federal program.

Given the above definitions, this agency has been determined to have the characteristics of a: ☒ **Subrecipient**
☐ **Contractor**

HUMAN SERVICES DEPARTMENT:

Laurie Bain-Smith
Signature

Human Services Specialist II
Title

WORKING COPY



HUMAN SERVICES DEPARTMENT DOWNLINE TRACKING SHEET

(All lines must contain information or N/A)

S:\ADMIN\Staff\Contract Processor\Contracts\ECEAP\DOWNline\EL-23-60-2300.pdf

CONTRACT NUMBER: EL-23-60-22-290

PROJECT NAME: ECEAP

AMENDMENT NUMBER: NA

DIVISION: DDEL-ECEAP

AGENCY: Edmonds School District

STAFF \ EXT: Bain 7268

UPLINE DESCRIPTION(S):	UPLINE NUMBER(S):	UPLINE STATUS:
State ECEAP	24-1102	<input checked="" type="checkbox"/> Executed <input checked="" type="checkbox"/> Pending
		<input type="checkbox"/> Executed <input type="checkbox"/> Pending

ACTION TAKEN

DATE

INITIAL

PROGRAM:

Prepare Contract / Amendment

7.31.23

LEB

Basic Agreement Executed: ☒ Yes ☒ No

pending 7.26.23

LEB

Status Determination / Debarred Status

7.31.23

LEB

*Is "No Service Disruption Guarantee" (Exhibit E) required?

☐ Yes ☒ No

NA

LEB

**If yes, is Labor Harmony Plan required? ☐ Yes ☒ No

NA

LEB

Email Contract Hyperlink to HSD.Contracts@snoco.org

8.8.23

LEB

Supervisor Review

8.8.23

KDL

Division Manager Review

8.8.2023

FSH

FISCAL:

Fiscal Review

8/16/23

mgj

Fiscal Risk Assessment Completed

12/7/22

mgj

CONTRACT PROCESSING:

Proofed / Returned to Supervisor for Revisions

8/17/23

mgj

Approved with Revisions

Saved as PDF

8/18/23

HH

Signature Authorization Form on file

8

HH

COI Expiration Date _____ Risk Mgmt Approved

10/4/22

HH

Log in Contract

8/18/23

HH

Email Contract to Agency

updated 8/22/23

8

HH

Copy to Pending

8

HH

Received Signature Sheets Back from Agency

8/24/23

HH

*Is LHP / CBA Submitted? (See ** above)

Attachment A rec'd: ☐ signed ☐ initialed ☐ LHP ☐ CBA

DISBURSEMENT

To Director for Signature

8/25/23

HH

Contract Executed / Sent to Agency ☒ Email ☐ Mail

8/30/23

HH

Email to Staff

8

HH

Original Contract to Fiscal / Electronic Working Copy Saved

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*Applicable to all 1/10th of 1% Sales Tax contracts and amendments and private sector providers of homecare services.