

MODEL CONTRACT
BETWEEN BOARD OF DIRECTORS OF
_____ **CENTER, INC.**
AND
(insert name of provider)

Source: VHA Office of Child Care

**CONTRACT BETWEEN BOARD OF DIRECTORS OF CENTER, INC.
AND
COMPANY
TO OPERATE AND MANAGE CENTER**

The Board of Directors of the Center, Inc. was incorporated as a non-profit entity to provide childcare services for the children of employees of the agency(ies) at (address.) By entering into this contract with the Board of Directors, the Company agrees to furnish and deliver all services set forth or otherwise identified within this Contract beginning this _____ day of _____ and ending on _____.

SECTION A. GENERAL REQUIREMENTS

Provider:

Company shall manage and operate the Child Care Center for the use of employees of the agency, other agencies and the public, and to furnish all materials and perform all tasks necessary for providing an on-site, high quality, full-time child development program that will provide a nurturing environment in which children can develop emotionally, socially, and cognitively.

As a Federal child care center, Company will comply with all terms and conditions of the VA Leasing Agreement and VHA's Office of Child Care policies and regulations. Company will also be committed to recruiting and retaining qualified staff, providing a clean, healthy, and safe environment; obtaining and maintaining state/local licensure, achieving and maintaining accreditation by the National Association for the Education of Young Children (NAEYC); and providing accessible child care for Federal employees and others.

Board of Directors:

The Board of Directors will provide general oversight of the Child Care Center to ensure that a quality child care program for the children is provided at the Center. The Board will also conduct fundraising for tuition assistance to ensure that the Center is affordable to parents in the Federal community. The Board will also ensure that the Child Care Center publicize and market VHA's Child Care Tuition Subsidy Program.

In addition to the above, the Board of Directors will:

- a. Receive and review the reports submitted by Company.
- b. Concur in the choice of key personnel at the Center.
- c. Have a member of the Board who is not a government employee act as liaison between Company and the Federal and local government agencies.*
- d. Develop policies regarding tuition assistance.
- e. Keep confidential all information received from Company deemed as confidential.
- f. Conduct an annual financial review of the Center.
- g. Concur/approve on tuition rates charged at the Center.

SECTION B DESCRIPTION OF THE CENTER

1. Interior:

The center is located at:

Exterior:

SECTION C. SERVICES/SUPPLIES

A list of the current equipment/furnishings supplied by (Agency) that are at the Center is attached.

Company shall be responsible for obtaining and maintaining general supplies, educational materials, and providing services as needed for operating the Center including, but not limited to: obtaining supplies such as dishwashing soap, laundry detergent, cleaning supplies and paper products, acquiring expendable program materials such as toys, paper, paints, pencils, and crayons, maintaining the day-to-day cleanliness of the Center such as mopping up spills, cleaning counter tops, etc., and procuring office supplies.

* Before including this point as written in this contract, review P.L. 104-177, Federal Employee Representation Improvement Act of 1996.

SECTION D. OPERATIONS

Company shall perform all tasks necessary to manage, staff, and operate a high quality child care center to accommodate up to (#) children, from () weeks to () years of age. The ratio of staff to children must, at a minimum, meet licensing requirements of the (applicable jurisdiction) licensing standards for child care centers and NAEYC, whichever is more stringent.

Company shall begin the accreditation process within one year of beginning operations and achieve accreditation within 3 years of the date of this contract.

1. Priority of Enrollment:

- a. Children of employees of:
- b. Siblings of children of employees of:
- c. Children of other Federal agency employees:
- d. Dependents of the general public. This category of children may not exceed 50% of the total enrollment.
- e. Children of Federal employees will have priority enrollment and preference on all waiting lists.

Company will administer the enrollment policy, which will be reviewed by the Board on a quarterly basis.

Non-Discrimination Policy:

The Center shall admit children without regard to race, color, creed, religion, or national origin. In regard to admission of and reasonable accommodation for children with disabilities, the Center shall adhere to spirit and practice to provisions of Section 504 of the Rehabilitation Act of 1973, as amended, for programs and activities receiving Federal financial assistance (28 CFR Part 41.) Company shall adhere to NAEYC's Standards of Ethical Conduct.

Days of Operation/Hours: (negotiable)

The Center will be open year-round, Monday through Friday, excluding Federal holidays and special Federal closings (e.g. closing due to weather and/or Inauguration Day) or natural disasters as determined by VHA management. The center may close one week per year for the accomplishment of deep cleaning or maintenance repairs with the approval of the Board. The Federal holidays are as follows:

New Year's Day
Martin Luther King's Birthday

Washington-Lincoln Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

The hours of operation shall be (insert hours) but may be changed from time to time by mutual agreement of Company and the Board as deemed necessary.

Management of the Center:

Company will have four major areas of responsibility:

4.1 Program Development. Company shall be responsible for developing, administering and providing the program of the Center to achieve the goals stated herein. Each of the groups in the Center must have a separate program geared specifically to that group, including, but not limited to: schedule of activities, curriculum model and any special program features that will be included in the program; discipline policies, plans for field trips and the type of transportation to be provided; and the provision of meals and snacks.

4.2 Personnel Management. Company shall be responsible for:

- a. Defining staffing needs;
- b. Hiring and firing of staff, as necessary, including checking required references. Employees must meet the (applicable) licensing standard for child care centers, VA leasing agreement, and VHA's Office of Child Care policies and regulations. The Company will conduct criminal history background checks on all its employees and have current TB test results on file. Staff will be employees of company and not the employees of the Board of Directors of Center. Company will maintain complete staff files containing documentation of criminal history background checks, education, training, experience, employment, time, attendance and payroll records, licenses, awards, performance evaluation, and discipline or corrective action reports. In addition, there shall be a minimum of one staff member in each classroom at all times who is child/infant CPR certified NLT January 1, 20____. Yearly CPR recertification is required.
- c. Providing career development and staff training. Provide to the Board of Directors a quarterly record of proposed and completed workshops, conferences and training sessions for staff development.

d. Establishing procedures for hiring substitute staff so that the Center is adequately staffed at all times.

e. Establishing personnel policies.

f. Establishing employee salaries, benefits and a staff handbook.

4.3 Administration. Administration responsibilities should include, but are not limited to, the following:

a. Conducting registration and admissions. This includes establishing a record for each child that includes: assessments, health records, attendance, injury reports, illnesses, immunization records and meetings with parents.

b. Promoting media coverage and marketing the center.

c. Establishing and maintaining operating procedures.

d. Providing day-to-day on-site management of the center.

e. Training and supervising staff.

f. Ensuring required reports are submitted on a timely basis.

g. Obtaining and maintaining all necessary insurance and licenses consistent with Federal, state and local requirements, including any necessary modifications.

h. Providing nutritious meals and snacks. (negotiable)

i. Providing copies of parent notices, handouts and other literature to the Board of Directors.

j. Establishing policies and parent involvement and participation, including but not limited to: access to faculty for ongoing consultation/meetings; access to the children during the day; participation in daily activities and special activities; parent/teacher conferences.

k. Establishing policies dealing with absences (including vacation, illness, etc.) of children enrolled in the Center full time.

l. Allowing drop-in care during working hours on a space available basis. (negotiable)

m. Maintaining insurance policies (a minimum of 1 million dollars of liability insurance, appropriate fire damage coverage, and liability insurance on officers of the Board of Directors.)

n. Completing all necessary forms, reports and deliverables as described herein.

o. Maintaining confidentiality of personal records of children and families.

p. Recommending classroom configuration for full enrollment and current enrollment.

q. Providing copies of accident reports to the Board of Directors, medical center management, and VHA's Office of Child Care within 24 hours of occurrence.

r. Adhering to local, Federal, NAEYC and VHA policies and requirements and complying with all requirements included in VA's leasing agreement and operating contract.

4.4 Parent Communication: Company shall maintain open and ongoing communications with the parents using resources such as:

- a. Parent Handbook
- b. Administration of Annual Parent Survey
- c. Planned parent events such as an "Open House"
- d. Annual Parent/Teacher conferences
- e. Adherence to requirements of NAEYC accreditation

Payment and Collection of Fees:

It is the intent of the Board of Directors that the Center shall be a self-sustaining operation. The funds required to run the Center must be derived from fees charged to the users and/or grants and other subsidies. The Board assumes no responsibility for collection of fees.

Company will establish policies for the Center as outlined in the Parent Contract, which are subject to reasonable changes. This contract supersedes any conflicting provisions in the Parent Contract.

The Board of Directors will annually review the Center's financial status and audit and will review Company requests for changes in fees for the coming year. The annual

review will take place no later than July 30 of each year. Copies of the Annual audit will be provided to VHA's Office of Child Care. Parents will receive 30 days notice prior to implementation of new tuition rates.

SECTION E. PERFORMANCE

1. **Effective Date and Duration.** This contract is effective on the date of the last signature below and unless terminated by either party under the conditions in the Termination section below, will continue until (state termination date and renewal options.)

(If a definite termination date is listed,) up to, but no later than sixty (60) days prior to the end of the initial term, the Board retains the right to terminate any option for renewal under this agreement. After the initial period is complete, without the aforementioned termination, the Board shall have the option for renewal for successive 3-year terms. The Board shall have the right to terminate any further renewal periods and this agreement shall terminate between the parties provided that notice is provided no later than sixty (60) days prior to the end of the initial or any renewal period.

The Board must notify Company of whether or not It shall exercise its option to renew no later than sixty (60) days prior to the end of the initial period or subsequent renewal periods. If the Board notifies Company of its intent to renew the contract for any option period, Company shall have thirty (30) days after receipt of such notice in which to advise the Board of its intention to terminate the Contract. If Company does not reply within the thirty (30)-day period, the contract will continue in full force and effect for the next option period.

Termination. The contract may be terminated prior to the expiration of its terms under the following conditions:

a. If any of the authorities such as the Tribble Amendment, 40 U.S.C. 590 (formerly 490b); which authorizes such agencies to provide the premises and related services, leasing authorities, or medical sharing authority shall be repealed or amended in any manner which deprives the Board or Company of the ability to use the premises to provide child care services, the Contract may be terminated as of the effective date of such event.

b. If there shall occur or shall become known to either party a material breach of the other's obligations, representation, or warranties under this Contract, such party may terminate this Agreement upon thirty (30)days of receipt of such written notices.

c. If VA Leasing Agreement, Enhance-Use Agreement, or the Medical Sharing Agreement is revoked, this contract shall terminate.

d. Notwithstanding the provisions in section b. above, and by mutual consent, if there shall occur or become known to the Board at any time after the effective date of this Contract a material breach of Company's obligations under this Contract which in the Board's reasonable judgment jeopardizes the safety, health, or well-being of the children cared for in the Center, the Board shall have the right to suspend this contract immediately. Thereafter, the Contract may be terminated pending normal processes described above for review and determination of the allegation of breach.

Reporting Requirements.

Company is responsible for providing the following:

- a. Daily Reports:
 - 1. Accidents/Injuries
 - 2. Problems or other pertinent information
- b. Quarterly Reports
 - 1. Proposed and completed staff training
 - 2. Enrollment and waiting list broken down by Federal and non-Federal
- c. Annual Reports
 - 1. Salary breakdown of each employee
 - 2. Financial audit
 - 3. Equipment inventory
 - 4. Proposed budget
 - 5. Annual survey by VHA Office of Child Care
- d. Evidence of criminal history background checks for administrators and staff.
- e. Staff licenses and certificates as necessary
- f. Upon reasonable request by the Board and or VHA Office of Child Care, Company shall respond to reasonable questions concerning its financial statements for the center no later than 30 January for the previous year. The audit shall be conducted by a certified public accountant.
- g. Provide to the Board NLT (Date,) a job description of each position at Center including substitute and volunteer positions. In cases where an employee functions in a dual capacity position, include percentage of time spent at each function.

SECTION F. SPECIAL REQUIREMENTS

1. **License.** Company shall be responsible for obtaining and/or reviewing the necessary Federal and local licenses needed for operating the Center.

Company shall show and display within the Center proof of all licenses and permits, and all applicable documents issued by local authorities for operating in locality.

Insurance. The following insurance is required:

- a. Liability as required in the VHA Leasing Agreement
- b. Accident insurance on each child
- c. Fire insurance on the space occupied by the Center as required in the VHA Leasing Agreement.

Each insurance policy or certificate shall contain an endorsement providing that the insurance company will notify VHA's management, the Board, and company thirty (30) days prior to the effective date of any cancellation, modification, or termination of the policy. Company shall immediately notify the Board of any changes in the insurance.

Prior to the commencement of operating on VHA property, Company shall furnish to the Board and VHA Office of Child Care evidence showing that all required insurance has been obtained.

Contractor Key Personnel.

Key personnel shall be the director and the assistant director (if applicable) and are essential to the performance of on-site services being provided at the Center. Key personnel must meet all Federal and local requirements including training, licenses, permits, bonding. Whenever, for any reason, any key personnel are unavailable for performance under this contract, Company agrees to replace any such individual with an individual of substantially equal abilities and qualifications.

All staff hired by Company must meet all educational requirements and/or experience required by the Federal and applicable licensing entities and NAEYC Academy criteria, whichever is more stringent.

Company and its employees will adhere to conditions set forth in the VA Leasing Agreement in regards to employee criminal history background checks.

Company's employees shall not be subjected to the supervision of the Government or the Board. Proposed salaries for personnel, including benefits, is the responsibility of Company.

Type of Contract.

The Federal government is not a party to this Contract. This is a contract between the Board and Company to manage and operate a child care center on Federal property. The responsibilities of the Federal government have been and will be determined by VHA and are documented in an agreement between VHA and the Board.

Company will contract directly with parents who wish to procure child care services for children.

Any modifications to the terms and conditions of this contract must be in writing and signed by both the Board and Company.

Arbitration.

All disputes arising out of or concerning this Contract may be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

On behalf of Company

Name and Title

Date

On behalf of the Board:

Name and Title

Date

*The term limits of the Contract should not exceed five (5) years. Preferably 2-3 years to allow the parties to review and revise as needed.