



# QUALITY COUNTS

Striving for Five Star Early Learning



## Memorandum of Understanding

The Early Learning Coalition of Miami-Dade/Monroe, Inc. and (*Insert early care and education program name*)

*This document serves as a Memorandum of Understanding between the Early Learning Coalition of Miami-Dade/Monroe, Inc. (ELC) and [the early care and education program name] for participation in Quality Counts. Quality Counts is Miami-Dade County's quality rating and improvement system for early care and education programs and is funded by The Children's Trust in partnership with the Early Learning Coalition of Miami-Dade/Monroe. This Memorandum of Understanding (also referred herein as "the Agreement") details the responsibilities of both the Early Learning Coalition and [insert early care and education program name] (also referred herein as "the program").*

### **Roles and Responsibilities of Early Learning Coalition include but are not limited to:**

- Develop and oversee partnerships with community organizations involved with the provision of Quality Counts support services, which currently include the United Way Center for Excellence, WELS Foundation, The Children's Forum's Quality Counts Career Center and Professional Development Registry, Family Central Inc., Florida International University, and Devereux Florida, which are responsible for some portion of the following:
  - Conduct objective, reliable program assessments for the program every renewal period.
  - Determine the program's baseline or Star Rating based on the program's assessment and Self-Study results.
  - Publish the results of the program's Star Rating (the rating after 18 months of participation) and make these ratings available to the public at large.
    - If you are currently participating in Quality Counts, your program's first 2.0 star rating will not be publicized unless otherwise requested by the program.
  - Provide support services and other benefits to the program based on assessment and Self-Study results and on an as-needed basis. The support services may include, but are not limited to the following:
    - Assist the program in the development of an individualized Quality Improvement Plan;
    - Provide technical assistance to help implement the Quality Improvement Plan;
    - Provide community-based training in areas relating to quality improvement;
    - Provide career advising to eligible staff;
    - Provide grants for ELC-approved materials, if program is eligible;
    - Provide access to scholarships for eligible staff to obtain credentials or degrees; and
    - Provide access to wage supplements for eligible staff.
  - Report any child abuse or program safety concerns to the appropriate authorities, including but not limited to staff-to-child ratio and neglect.
  - Provide support by phone and email to the program as needed.
  - Respond to all inquiries or concerns relating to Quality Counts within two business days.
  - Notify the program of any upcoming meetings, appointments and deadlines via phone or email.
  - Ensure ongoing continuous quality improvement of Quality Counts and its effectiveness.
  - Provide a written response to programs that submit a request for clarification regarding an assessment score, star rating, or award amount.
  - Communicate on a regular basis with the program about Quality Counts activities, changes and updates.
  - Maintain confidentiality about program operations, staff, children and families.

If the program does not fulfill its obligations as outlined in this Agreement, the Coalition may terminate this Agreement. The Coalition may also terminate this Agreement at any time with or without cause.

**Roles and Responsibilities of the early care and education program include but are not limited to:**

- Provide an environment conducive to collaboration between the program's administration, staff and all Quality Counts staff and partners to make progress through the 5 Star Rating System.
- Complete the Self-Study in the Quality Counts Portal within all required timeframes (a total of 20 business days).
- Allow assessment of the learning environment to take place at the program site, including, the random selection of classrooms on which the assessments will be completed.
- Acknowledge and agree that the assessment and Self-Study results will be used to determine a program's baseline and Star Rating.
- Acknowledge and agree that all Star Ratings (beginning with the rating after the baseline rating) will be published and made available to the public through sources designated by Quality Counts
  - If program is currently participating in Quality Counts, your program's first 2.0 star rating will not be publicized unless otherwise requested by the program.
- Complete and submit all required or requested documents, pieces of evidence, and reports by their deadlines.
- Attend all Quality Counts meetings for program directors and owners, as well as other events as they are scheduled both at the program site and offsite.
- Participate in developing a Quality Improvement Plan in conjunction with the TA Specialist and appropriate Quality Counts partners.
- If participating in the US Department of Agriculture's Food Program, maintain good standing with the Department of Health.
- Implement the Quality Improvement Plan, which includes, but is not limited to meeting deadlines or working with the TA Specialist to adjust goals as needed.
- Hire teaching staff that have, at a minimum, a valid high school diploma.
- Participate in the development and implementation of program individual career development plan for staff members. Compensate staff according to an established salary scale based on education and experience.
- Ensure appropriate teachers and staff are present for, and fully participate in, the assessments, trainings, and quality improvement activities both at the program site and at designated community locations.
- Demonstrate an improvement in quality services through an increase in star rating or in staff qualifications or learning environment standards at each renewal period.
  - Demonstrate continuous high quality services by maintaining a rating of 5 once achieved.
- Return equipment purchased by the Coalition or its partners under the following conditions:
  - If this Agreement is terminated by the Coalition for any reason;
  - If the program closes its operations during the term of this Agreement; or
  - If the program terminates this Agreement or voluntarily leaves Quality Counts.
- Notify the Coalition of any changes to the program that could impact the program's participation in Quality Counts, including but not limited to a change of license.
- If program disagrees with assessment score, star rating, or award amounts, program will submit a written request for clarification to the Coalition within 10 business days of receipt of the assessment score, star rating, or award amounts.

- Acknowledge and agree that Quality Counts staff may conduct an on-site verification of any information provided by the program in the Self-Study, which may include reviewing documents or interviews with the Director, teachers or families of children enrolled.
- Allow access to the program, including classrooms and program records, for purposes of delivering Quality Counts services and conducting assessments.
- Cooperate and participate in all evaluations of the Quality Counts program.
- Maintain licensing requirements to be legally operating at all times, including but not limited to health, safety, fire, zoning and/or code violations.
- Comply with applicable federal, state, local laws and regulations.
- Indemnify, defend, and hold harmless the Coalition, and their officers, agents, employees, contractors, and subcontractors from suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property to the extent caused by provider, its agents, employees, partners, contractors, or subcontractors.

The program may terminate this Agreement with or without cause at any time. Upon termination, the Coalition shall have no further liability to the program, and the program must return all equipment and materials purchased by the Coalition or its partners during its participation in Quality Counts.

Program Owner

Early Learning Coalition of Miami/Dade & Monroe

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