Children's Forum, Inc.
1650 Summit Lake Drive, Suite #210
Tallahassee, FL 32317

Independent Contractor Agreement

This agreement is entered into between the Children's Forum, Inc., a non-profit corporation hereinafter referred to as "the Forum", and _____
(Contractor First & Last Name and Name of Business, if applicable)
herein referred to as the "Contractor", located at_____.
(physical address including city, state, & zip code)
In consideration of mutual promises set forth herein, it is agreed by and between the Contractor and the Forum, (individually the "Party" and collectively the "Parties" in this agreement), that:

1. **Description of Services:** The Contractor will conduct CLASS® observations in child care centers and family child care homes as assigned by the Forum in accordance with Attachment I, Scope of Work.

2. **Term:** This contract is effective on _____, or on the date on which the last Party signed
(date form is submitted)
the Contract, whichever is later. The Contract term shall end on June 30, 2027, unless the Contract is terminated earlier or extended or renewed as provided herein.

3. **Cost of Services/Method of Payment:** This is a fee for service contract. The payment for this contract is $300.00 per unit for each assessment completed between July 1, 2026, and June 30, 2027 (one completed CLASS® observation per duties defined in Attachment I). This is an all-inclusive rate. No expenses incurred by the Contractor shall be reimbursed by the Forum including, but not limited to travel, background screening, scoring sheets, certification/license fees, taxes, equipment, miscellaneous expenses, etc. The Contractor shall invoice the Forum upon successful completion of the CLASS® observation data entry, as specified in Attachment I. The Forum will issue payment to the Contractor within 15 Children's Forum business days of invoice approval.

4. **Relationship of the Parties:** In providing services specified in this agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Forum acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Forum is not required to pay or make any contributions to any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing pension or any other employee benefit for the Contractor during the term of this agreement.

5. **Background Screening:** At the Contractor's expense, the Contractor shall complete and provide proof of an up to date (within the last 5 years) level 2-background screening to the Forum prior to providing any services outlined in this agreement. The Contractor also agrees to allow the Forum to conduct a National Sex Offender Predator Website (NSOPW) check.

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6. **Indemnification:** The Contractor shall be liable for and shall indemnify, defend, and hold harmless the Forum and all of its officers, agents and employees from all claims, suits, judgments or damages including insurance claims, attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Contractor during the performance or operation of this agreement.

7. **Termination:** Either one of the Parties shall have the right to unilaterally terminate this agreement with or without cause. The Contractor shall provide written notice to the Forum within five (5) business days of the determination to terminate this agreement.

8. **Financial Penalty:** CLASS® observations not completed (as specified in Attachment I) by the due date (provided within the CLASS® Observation Assignment Form) may be assessed a financial penalty of 10% per calendar day.

9. **Insurance:** The Contractor agrees to maintain adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this agreement and any renewal(s) and extension(s) of it. The Contractor accepts full responsibility for identifying and determining the type(s) and extend of liability insurance necessary to provide reasonable financial protections for the Contractor and the services provided under the contract.

10. **Confidentiality:** The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained. This obligation of confidentiality will apply during the term of the contract and will survive indefinitely upon termination of this agreement.

11. **Severability:** In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this agreement.

12. **Modification of Agreement**: Any amendment or modification of this agreement or additional obligation assumed by either of the Parties in connection with this agreement will only be binding if evidenced in writing and signed by each of the Parties.

13. **Waiver:** The waiver by either of the Parties of a breach, default, delay or omission of any of the provisions of this agreement by the other Party will not be constructed as a waiver of any subsequent breach of the same or other provisions.

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14. **Entire Agreement:** This agreement and any attachments hereto represent the entire understanding between the Parties relative to the matters addressed herein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein. This agreement is set forth in accordance with and shall follow all provisions of the original agreement between Children's Forum, Inc. and the Florida Department of Education, Division of Early Learning ITB 2023-26, Contract # SR 24-L10.

15. **Governing Law**. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflictof laws.

_____	CHILDREN'S FORUM, INC.
Name of Business *(if applicable or enter N/A)* (the "Contractor")	(the "Forum")
BY: _____ (*Contractor signature*)	BY: _____ (*Children's Forum signature*)
Typed Name: _____	Typed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Attachment I - Scope of Work

1. Contractors will be asked to provide their availability to conduct assessments. When a need to assign assessments to the Contractor arises, the Forum will provide the Contractor with an observation assignment aligned with their availability. Once the Contractor has attested to complete the assignment, the Forum will provide the Contractor with the necessary information for coordinating and conducting the assigned CLASS® observations. This information will include a list of provider(s) requiring observation identified by classroom name, CLASS® assessment age-level assigned to each of the identified classrooms, any special circumstances (e.g., provider has uncongenial hours or staffing patterns), primary language spoken in classroom, timeframe for observation to occur.

2. The Contractor shall be responsible for using their own transportation, technology and all other necessary equipment or materials for conducting the required work per this agreement.

3. The Contractor shall be responsible for purchasing CLASS® assessment scoring sheets and maintain original score sheets for each CLASS® observation conducted. The Contractor must provide a copy of the scoresheets to the Forum upon request.

4. Upon receipt of the agreed upon CLASS® observation assignment, the Contractor will conduct the CLASS® observations under the terms and conditions of the Contract and in accordance with the Division of Early Learning's (DEL) VPK Program Assessment Requirements Handbook and School Readiness Program Assessment Requirements Handbook. Due to periodic handbook updates made by DEL, where differences occur between the following language and that included in the handbook, the language in the Program Assessment Requirements Handbook supersedes the following language.

5. Upon receipt of the request, the Contractor shall:
    - Follow all timeframes set forth in the CLASS® observation assignment provided by the Forum.
    - Contact the provider no fewer than ten (10) business days prior to the scheduled observation date.
    - Ensure scheduled observation(s) dates must occur prior to the Observation completion date listed in the electronic spreadsheet.
    - Schedule observation times based on the provider's classroom daily schedule and/or VPK hours provided by the ELC.
    - Not schedule pre-k or toddler observations during the time-period when naptimes are scheduled for the classrooms to be observed.
    - Observe and code four (4) cycles per classroom observation.

    Observation scheduling shall follow the below criteria:

    - The observer shall select a two-week window when regular activities are occurring for observation, allowing the provider to choose up to three days that are not available for observation.

- The window for observation should be agreed upon by the observer, the provider, and the teacher, and should consider classroom schedules.
- Per Teachstone CLASS® guidelines, Infant CLASS® observation procedures require observers to watch, without interruption, activities in the classroom and/or outside for 15 minutes. The Toddler CLASS® observation procedure requires observers to watch, without interruption, activities in the classroom and/or outside for 15-20 minutes. The Pre-K observation procedure requires the observer to watch, without interruption, activity in the classroom for a period of 20 minutes.
- The observer shall observe all parts of the daily routine except unstructured outside time for Pre-K rooms and naptime for Toddler and Pre-K rooms. If pre-k outside time is a structured part of the lesson for that day (e.g., dramatic play outside setting up a carwash), observations may be made.
- For infant rooms, at least one infant must be awake for the duration of the observation cycle.
- Observing during mealtimes is permitted.
- Multi-age classrooms shall be assessed based on the majority age of children in the room. If there is an even number of children at each age, the observer shall choose the age group to assess.
- All observations must be conducted in accordance with the requirements of Teachstone, LLC guidance.

6. CLASS® Observation Data Entry

Upon completion of each observation, the Contractor is responsible for entering the observation data captured during the observation, including raw scores and detailed observation notes, into the Division of Early Learning-defined system within 48 hours. Data entry must align with the following specifications:

- All scores and notes must be entered into the Division of Early Learning defined system within 48 hours (excluding federally recognized holidays) of conducting an observation.
- The observation entered in the Division of Early Learning-defined system should match Division of Early Learning-defined system exactly.
- The number of children should be averaged across 4 cycles, and the number of teachers should be rounded up and listed.
- Detailed notes are required for all CLASS® dimensions.
- The notes should fully support the score given, with use of examples and quotations from the observation (in the original language used in the classroom). Sentence fragments and easily understood abbreviations are permitted.

- Electronically reported observation data may not be edited once it has been entered in the Division of Early Learning -defined system unless a request for editing is received and approved by Division of Early Learning.
- The Division of Early Learning may request additional documentation to support the validity of the changes.
- Data elements for each observation shall include:
    - Assessment type (Pre-K, Toddler, Infant).
    - Observation date.
    - Classroom name.
    - Observer name.
    - Phase.
    - Number of adults in classroom.
    - Number of students in classroom (average across observation cycles).
    - Observation start time.
    - Observation end time.
    - Dimension scores for each dimension.
    - Subscale scores for each domain.
    - Detailed behavioral observation notes.

7. Communication with the Forum

The Contractor engaged to perform CLASS® observations shall:

- Confirm receipt of the list of provider classrooms to be observed and provide to the Forum and the Program any clarifying questions necessary for assuring successful completion of the observations requested.
- Provide to the Forum and the Program a description in writing of any issues related to conducting observations including, but not limited to:
    - Scheduling conflicts.
    - Teacher absence.
    - Closed provider.
    - Incomplete observation and rescheduling status.
    - Provider refusal.
    - Provider not responsive to communication.
    - Delays caused by unforeseen circumstances such as a natural disaster.
    - Any other issues above that impede the ability of the observer to conduct the observation.

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Attachment II-State of Florida Contract Terms & Conditions

The following terms and conditions are mandatory for contracts procuring, in whole or in part, State of Florida funds:

Governing Law and Venue.
This agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of this contract.

Composition and Priority.
The Contractor agrees to provide commodities or contractual services to Children's Forum, Inc. within the manner and at the location specified in the agreement, and any attachments to the agreement. These Contract Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of this agreement supersede the terms of any and all prior agreements.

Initial Term.
Unless otherwise specified, the agreement begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the agreement end date.

Performance Deficiency.
If the Children's Forum, Inc. determines that the performance of the Contractor is unsatisfactory, the Children's Forum, Inc. may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Children's Forum, Inc. The Contractor shall provide the Children's Forum, Inc. with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non- compliance. If the corrective action plan is unacceptable to the Children's Forum, Inc., the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Children's Forum, Inc. for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoice(s) to the Children's Forum, Inc. after delivery and acceptance of commodities or contractual services in a written or an electronic form. Invoices shall contain detail sufficient for audit thereof and shall contain the agreement and the Contractor's Federal Employer Identification Number or Social Security Number.

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Payment Timeframe.
Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services in a timely manner, unless the agreement specifies otherwise. Items may be tested for compliance with specifications, and addition information from the Contractor may be requested. Items not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S.

Payment Audit.
Records of costs incurred under the terms of the agreement shall be maintained and made available to the Children's Forum, Inc. upon request at all times during the period of the agreement, and for a period of five years thereafter. Children's Forum, Inc. may elect to require a longer records retention time period in order to meet certain contractual requirements. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Children's Forum, Inc. for audit.

Annual Appropriation.
Pursuant to section 287.0582, F.S., if the agreement binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

Conduct of Business.
The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)- (c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

Lobbying.
In accordance with sections 11.062 and 216.347, F.S., the agreement funds may not be used for the purpose of lobbying the Legislature, the judicial branch, or any agency. Pursuant to subsection 287.058(6), F.S., the agreement does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the agreement, after the agreement's execution and during the agreement's term.

Public Records

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to all public records pertinent to this agreement. The agreement may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

Convicted and Discriminatory Vendor Lists.
In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the agreement with any agency. By signing this agreement, the Contractor hereby certifies, through the duly-appointed undersigned representative, that neither it, nor any Contractor person or affiliate, has been placed on the Convicted Vendor List or Discriminatory Vendor List. The Contractor understands and agrees to immediately inform Children's Forum, Inc. upon any change of circumstances regarding this status.

Conflict of Interest/Related Party Contracts.
The Contractor certifies that, to the best of its knowledge, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, and that the Contractor has disclosed all such relevant information if such a conflict of interest appears to exist to Children's Forum, Inc. Any future conflict of interest on the part of the Contractor shall be immediately disclosed to Children's Forum, Inc.

Reports- Florida Abuse Hotline.
In compliance with Chapter 39 (s.39.201, F.S.), any employee of the Contractor who knows or has reasonable cause to suspect the following:

- That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or
- That a child in need of supervision and care has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or,
- That a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare, or
- That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender,

then any employee of the Contractor shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

Procurement of Recovered Materials.
Pursuant to 2 CFR 200.317, *Procurement by states*, and 200.322, *Procurement of recovered materials*, the agreement shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Whistleblower's Act Requirements

In accordance with s. 112.3187, F.S. the Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of government office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer, or employee. The Contractor and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-342-8170.

Prohibition of Peripheral Devices for Confidential Data Storage.

Children's Forum, Inc. prohibits the use of mobile computing devices (flash drives, thumb drives, laptops, email transmissions, etc.) that are unencrypted or lack activated password protections for all agency business.

Travel.

If applicable to the agreement, travel shall comply with s. 112.061, F. S.

Financial Consequences.

Financial consequences shall be assessed for contract non-compliance or non-performance in accordance with Children's Forum, Inc. policies. Payment shall be delayed for services that are not satisfactorily completed until all deficiencies are corrected and accepted.

Renewal.

Renewal of this agreement is subject to limitations set forth in ss. 287.057(13), and 287.057(1)(g), F.S., and a final decision made by Children's Forum, Inc.

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