

OUTDOOR CLASSROOM AGREEMENT

BETWEEN

STATE OF WASHINGTON
DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

AND

(Insert name of Participant. If the name the Participant is doing business as is different than the Participant's name, insert the name the Participant is doing business as.)

This outdoor classroom participation agreement (Agreement) is made and entered into by and between the State of Washington, acting by and through the Department of Children, Youth, and Families, a department of Washington State government (hereinafter referred to as "DCYF") located at PO Box 40970, Olympia Washington 98504-0970 and *(insert name of Participant. If the name the Participant is doing business as is different than the Participant's name, insert the name the Participant is doing business as)*, and is licensed to conduct business in the state of Washington (hereinafter referred to as "Participant"), located at *(insert Participant's address)*.

IT IS THE PURPOSE OF THIS AGREEMENT to assist with the implementation of the Participant's Outdoor Preschool Program; to facilitate the release of the Participant's program information to DCYF for the Outdoor Preschool Pilot Project as described in RCW 43.216.740; and pursuant to RCW 43.216.020(1)(e) to safeguard and promote the health, safety, and well-being of children receiving child care and early learning assistance, which is paramount over the right of any person to provide care.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS contained herein, DCYF and the Participant agree as follows:

1. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on the date this agreement is signed and conclude on June 30, 2021.

2. PARTICIPANT'S RESPONSIBILITIES

2.1 The Participant must provide to DCYF, if applicable, documentation and information requested by DCYF including, but not limited to, business documents, program documents, and health and safety documents.

2.1.1 Business Documents. For purposes of this Agreement "Business Documents" means insurance policies, waiver forms, land use agreements, descriptions of intended or planned land use, property tax filings, business entity licensing documentation, employment agreements, equipment lease agreements and equipment lease records, Participant and

employee certification and qualification documents, training materials, and other similar documents.

2.1.2 Program Documents. For purposes of this Agreement “Program Documents” means child care enrollment information, child care attendance records, child care curricula information, child care staff records, child care field trip protocols, child care menus, child care food handling guidelines, child care bathroom guidelines, child care handwashing guidelines, documents required by RCW 43.216.740 and this Agreement, and other similar documents.

2.1.3 Health and Safety Documents. For purposes of this Agreement “Health and Safety Documents” means medicine administration protocols, immunization records, food or medicine allergies for children or staff, emergency situation protocols, documents required by RCW 43.216.740 and this Agreement, and other similar documents.

2.2 Unless otherwise agreed to by the parties, the Participant must provide to DCYF all requested documentation and information described in Section 2.1 within ten days of the request made by DCYF.

2.3 The Participant must allow DCYF access to the Participant’s premises so that DCYF may monitor, interview, film, photograph, and collect data about the Participant’s Program.

2.4 To protect the health and safety of children participating in this pilot project, the Participant must comply with the following:

2.4.1 The background check requirements described in chapter 110-06 WAC; and

2.4.2 The Outdoor Preschool Pilot Standards (the “Touchstone Standards”), which constitute the health, safety, monitoring, and child development rules for outdoor preschool programs. Exhibit A, attached hereto and incorporated herein as though set forth in full, is a true and correct copy of the Touchstone Standards. The Touchstone Standards contain the following:

2.4.2.1 Standards that comply with the requirements of the federal Child Care Development Fund (45 CFR Part 98); and

2.4.2.2 Rules adapted from the department’s licensing requirements for center and family home early learning providers, chapters 110-300A and 110-300B WAC, respectively.

3. DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES’ RESPONSIBILITIES

3.1 DCYF shall provide information to the Participant concerning the Outdoor Preschool Pilot Project described in RCW 43.216.740.

3.2 Based on information received from the Participant, DCYF shall provide information to the Participant related to how the Participant may improve its Outdoor Preschool Program (Program).

3.3 DCYF shall monitor the Program to ensure the Program is in compliance with chapter 43.216 RCW, chapter 110-300D WAC, and the provisions of this Agreement.

3.4 DCYF agrees to visit, monitor, interview, film, photograph, collect data, and receive information from the Participant only for the following purposes:

3.4.1 To conduct research and study the Participant’s Program in order to implement the requirements contained in RCW 43.216.740.

3.4.2 To ensure the Participant’s child care program is in compliance with chapter 43.216 RCW as amended, and DCYF’s rules and regulations.

3.4.3 To make available to the public the results of monitoring reports and inspection reports, including non-compliance pursuant to 45 C.F.R. Part 98.33.

3.4.4 To report DCYF’s Outdoor Preschool Pilot Project findings to the legislature and governor pursuant to RCW 43.216.740(8)

3.5 DCYF agrees that the retention and disclosure of all information and records received pursuant to this Agreement will be in accordance with all applicable federal, state and local laws, rules, and regulations including the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 533) and the Records Retention Act (chapter 40.14 RCW).

3.6 Except for the background check requirements described in Section 2.4.1, the department may waive any requirement described in section 2.4 of this Agreement if it determines that such waiver is not a threat to the safety or welfare of children, is in the public interest, and is necessary to conduct the Outdoor Preschool Pilot Project.

4. DENIAL, MODIFICATION, SUSPENSION, and REVOCATION

4.1 Pursuant to RCW 43.216.250 and RCW 43.216.325, the department is authorized to take enforcement action against an applicant or Participant if the applicant or Participant fails to comply with chapter 43.216 RCW, chapter 110-06 WAC, chapter 110-300D WAC, or this Agreement. For purposes of this Agreement, “enforcement action” means the denial, suspension, revocation, modification, or nonrenewal of a license to participate in the Outdoor Preschool Pilot Project.

4.2 The Department may deny an applicant participation in the pilot project after considering:

4.2.1 The criteria described in RCW 43.216.740(4), RCW 43.216.740(5), and chapter 110-06 WAC;

4.2.2 The Touchstone Standards;

4.2.3 The characteristics of the applicant’s outdoor classroom and whether those characteristics are a part of any existing licensed outdoor classroom; and

4.2.4 The department’s ability to monitor the applicant’s outdoor classroom sites identified in the application.

4.3 A decision to deny, modify, suspend, or revoke a Participant’s license shall be communicated in writing by the Department to the applicant or Participant and pursuant to the requirements contained in WAC 110-300D-0020 and WAC 110-300D-0025.

5. PROCESS FOR SEEKING REVIEW

5.1 An applicant or Participant has the right to appeal an enforcement action by requesting an adjudicative proceeding (or "hearing") pursuant to the hearing rules codified in chapter 170-03 WAC.

5.2 The department must issue a notice of violation to an early learning provider when taking enforcement actions. A notice of violation must be sent by certified mail or personal service and must include: (a) the reason why the department is taking the enforcement action; (b) the rule or Touchstone Standard the applicant or Participant failed to comply with; (c) the applicant or Participant’s right to appeal the enforcement action; and (d) how the applicant or Participant may appeal and request a hearing.

5.3 Disputes between the parties that involve the denial, modification, suspension, or revocation of the Participant’s license shall be resolved pursuant to chapter 34.05 RCW, and chapter 43.216 RCW (see RCW 43.216.250, RCW 43.216.325, and RCW 43.216.327). The Participant agrees that the process described in this Section (Section 5) shall be the exclusive remedy available to the Participant for the resolution of disputes involving the denial, modification, suspension, or revocation of the Participant’s license. No other remedy now or hereafter existing at law or equity shall be available to the Participant.

This Agreement is executed by the persons signing below who warrant they have read and understand this Agreement. The persons signing below further represent that they have the authority to execute this Agreement.

Washington State Department
of Children, Youth, and Families

[Print Name of Participant as it appears
in the Heading on top of page 1.]

Date Signed: _____

Date Signed: _____

Signature:

Signature:

Print Name: _____

Print Name: _____

Job Title: _____

Job Title: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

This Agreement must be signed by the Participant and **delivered** to:

Debbie Groff
Outdoor Preschool Pilot Program Manager
Department of Children, Youth, and Families
(509) 380-4247 | debbie.groff@dcyf.wa.gov
3918 W Court St, Pasco, WA 99301