Provider Contract #
Site Name _____

Durham PreK Program

This Contract is hereby entered into on this the 1st day of August, 2026, by and between Early Years, Inc. (the "Lead Agency" or "Early Years") and_____(the "Provider") (referred to collectively as the "Parties") in order to implement the Durham County PreKindergarten ("Durham PreK") Program overseen by the County of Durham, North Carolina.

Contract Documents:

(a) This Contract consists of this Contract Cover and the following attachments:

(1) Attachment A: General Terms and Conditions;
(2) Attachment B: Provider Information;
(3) Attachment C: The Provider's Approved Durham PreK Plan (Assurances and Requirements);
(4) Attachment D: The Provider's Approved Durham PreK Plan (Program/Provider and Classroom Information);
(5) Attachment E: The Provider's Approved Durham PreK Budget;
(6) Attachment F: The Certification Required by North Carolina Law;
(7) Attachment G: Durham PreK Staff Schedule Form
(8) Attachment H: Photographic and Video Release Form
(9) Attachment I: Acknowledgement of Provider Responsibilities

(b) This Contract also consists of the following documents, which are incorporated herein by reference:

(1) the State's NC Pre-K Requirements*; and
(2) the State's NC Pre-K Fiscal and Contracts Manual*;

which can be found online at https://ncchildcare.ncdhhs.gov/Home/DCDEE-Sections/North-Carolina-Pre-Kindergarten-NC-Pre-K

*With exceptions found in Appendix A - Durham PreK Program Requirements and Guidance and Appendix B – Durham PreK Provider Licensing and Regulatory Compliance Requirements

1. **Precedence Among Contract Documents:**

(a) In the event of a conflict between or among the terms of the Contract Documents listed in Paragraph 1(a), above, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order in which the documents are listed in Paragraph 1(a), with the first-listed document (the Contract Cover) having the highest precedence and the last-listed document having the lowest precedence.

(b) The Lead Agency has entered into this Contract in order to meet its obligations under a contract between it and the County of Durham, NC. If any of the terms of this Contract conflict with the material terms of the Lead Agency's contract with the County of Durham, the terms of the Lead Agency's contract with the County of Durham, NC shall control.

(c) If any of the terms of this Contract conflict with the mandatory provisions of the:

(1) the NC Pre-K Requirements; or
(2) the NC Pre-K Fiscal and Contracts Manual;

that have been posted on the DCDEE website, the mandatory online provisions shall control, with exceptions noted in Appendix A and Appendix B.

(d) If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence.

2. **Effective Period:** This contract shall be effective on the date entered at the top of page one and shall terminate on June 30, 2027.

3. **Provider's Duties:** The Provider shall:

(a) Provide Durham PreK services as described in:

(1) Attachments C, D and E;
(2) the NC Pre-Kindergarten Program Requirements; and
(3) the NC Pre-K Fiscal and Contract Manual; "except as modified in Appendix A"

(b) Obtain and maintain a fidelity bond covering all Provider employees and subcontractors who handle County funds if the total cost of all contracts between the Provider and the Lead Agency exceed -- or are expected to exceed -- $100,000 annually.

(c) Submit monthly child information updates (e.g., child exit and enrollment updates) to Durham's Partnership for Children (DPfC) within 5 business days of provider confirmation of change and monthly child attendance data to Early Years by the Early Years Scholarship attendance calendar. The Provider can meet this requirement by submitting attendance data in a format and in a manner approved by Early Years.

(d) Report to Early Years any changes in staff, staff qualifications, or other site-specific information that requires a change to the Provider's Approved Durham PreK Plan and Provider/Program and Classroom Information by submitting a staff information change form within 5 business days of the change in staff and/or teacher education or licensure.

(e) Attend meetings with Early Years as required by Early Years.

(f) Annually review the NC Pre-Kindergarten Program Requirements and Fiscal and Contract Manual and modifications to those documents that reflect the Durham PreK program asnoted in Appendix A.

(g) Participate in the county program evaluation, which may include, but is not limited to, individual child assessments, classroom observations, staff surveys and interviews.

(h) Participate in professional development as specified by Early Years.

(i) New Durham PreK directors are required to complete the Program Administration Scale® (PAS®) provided by Early Years once the contract commences.

(j) Any returning Durham PreK director who is not presently certified in the Classroom Assessment Scoring System® (CLASS®) must complete the CLASS® 2nd Edition "Intro to Interactions for Educators" self-paced online course once the contract commences. New Durham PreK directors are required to complete the CLASS® 2nd Edition "Intro to Interactions for Educators" self-paced online course once the contract commences **and** are strongly encouraged to attend a 2 day CLASS® Observer training as scheduled by Early Years and complete the process for certification (3 attempts) after completing the course.

(k) Each site will receive a CLASS® assessment at the beginning and end of the school year completed by staff from Early Years. Classrooms that score below the Durham PreK standards of 5 on emotional support, 5 on classroom organization or 3 on instructional support may be required to complete and pay for a mid-year or additional CLASS® assessment(s) from a credentialed CLASS® observer.

(l) If the due date for any report falls on a weekend or holiday, the Provider must submit the report on the last working day before the due date.

(m) Maintain an up to date Compensation Plan with each Durham PreK Lead Teacher and Instructional Assistant. The written plan should specify:

- Salary - The amount of the salary and the payroll schedule should be included (In a typical school year, Durham PreK employees are paid for 215 days per school year, prorated for partial program year. The 215 days include 14 teacher workdays, 11 paid holidays and 10 annual leave days.); and
- Signatures of both the Provider and the Employee.

(n) Pay all employees the amounts specified, and no less than the frequency communicated in the Compensation Plan.

(o) Provide supporting documentation to verify the qualifications of all Durham PreK teaching staff (Lead Teachers and Instructional Assistants) in order to complete contracting. See the Durham PreK Staff section of Appendix A for details.

(p) Ensure lead teachers/instructional assistants that do not meet minimum qualifications are working toward the qualifications for their position. They must make progress by successfully completing a minimum of six documented semester hours per contract school year with a grade of "C" or better. See Appendix A for details.

(q) Complete a T.E.A.C.H.® consultation once per contract school year or anytime there is a change in staffing resulting in a teacher needing higher education. This only pertains to sites **not** currently participating in T.E.A.C.H®.

(r) Within the daily schedule, allow for an average of **1.5 hours of *shared* planning time** each day for Durham PreK lead teacher(s) and instructional assistant(s) away from children for teachers to develop classroom plans, participate in one-on-one meetings with their Quality Enhancement Coach and to complete child assessment notes and individual child plans (this

assumes a 6.5 hour instructional day and any additional time dedicated to plan and attend professional development workshops). Planning time should take place outside of the student day. For any work beyond planning and instruction that exceeds 40 hours per week (i.e. cleaning classrooms outside of the 6.5 hour school day, providing wrap around care), sites are required to pay overtime. 2026-2027 Durham PreK Staff Schedule forms that document a teacher's schedule must be completed for all Durham PreK lead teachers and instructional assistants.

(s) Require all staff working with or in Durham PreK classrooms to be available to work with the Quality Enhancement Coach assigned by Early Years.

(t) Adhere to the Durham Public Schools calendar and NC Pre-K program closures due to weather or other circumstances, unless otherwise approved. Implement remote learning activities as described in the remote learning plan when appropriate. Site-based school calendars must be submitted with contracting documents.

(u) Complete instructional tracking of student attendance as directed by Early Years.

(v) Ensure each Durham PreK classroom maintains developmentally appropriate materials for an enriching classroom.

(w) Support recruitment and outreach efforts for the Durham PreK Application (family application process) for new students from the community and for rising students at their program. Providers must participate in at least two Durham PreK sponsored outreach/recruitment events posted on the outreach calendar within the contract year.

(x) Maintain compliance with the North Carolina (NC) Quality Rating License System Family Engagement Standards for 5-star centers as outlined and monitored by the NC Division of Child Development and Early Education.

4. **Lead Agency's Duties**: The Lead Agency shall:

(a) Monitor the Provider's performance and provide a written assessment each schoolyear.

(b) Pay the Provider in the manner and in the amounts specified in the Contract Documents.

(c) The total amount paid by the Lead Agency to the Provider over the term of this Contract shall not exceed $1,514.00 per child per month of service. Durham PreK funds do not supplant existing resources for child service.

(d) Have the power to modify, by contract amendment, the number of classrooms authorized by, and the number of children served under, the Contract in response to changes in the needs of the children in Durham County.

5. **Payment Provisions:**

(a) All Durham PreK providers must be active with Early Years' Child Care Scholarship Program.

(b) Once the preconditions for the contract have been satisfied, but no sooner than August, and provided the contract is executed by September 30, a preservice payment will be issued to the

Provider by direct deposit. The preservice payment will be calculated as 15% of the site's maximum annual payment based on allocated seats and current teacher BK License status. **Sites whose contracts are completed after September 30, 2026 will not receive a preservice payment.**

(c) During the school year, the Provider must submit a monthly attendance worksheet that will be used as an invoice to Early Years by the attendance due date as indicated on the Attendance Due Date Calendar.

(d) The Provider must submit its attendance worksheet in the format of Early Years' Scholarship Program.

(e) Child-level payments will be provided by direct deposit at the end of the month that care is provided from September to June. A full month's payment will be provided for the partial month of June. On-time payment is contingent upon timely receipt of completed attendance forms by the date indicated on the Attendance Due Date Calendar.

(f) Any parent fees for families that qualify for the Durham PreK sliding scale must be collected from families by the Provider.

(g) Monthly payments shall not exceed the Provider's monthly Durham PreK Budget. Payment adjustments for previous months may be applied to the Provider's monthly payment.

(h) Since the fiscal year ends June 30, 2027, the Provider must submit any outstanding attendance claims, as well as June's attendance worksheet, by the June due date located on the Attendance Due Date Calendar in order to receive payment. Once the new fiscal year starts July 1, back-payments cannot be made for any services that occurred on or before June 30.

(i) If the Provider owes any money to Early Years as a result of periodic reviews of eligibility, the Provider shall be obligated upon being notified of such overpayments, to return to Early Years the full amount within thirty days or no later than June 30, 2027.

(j) Early Years shall have no obligation to pay based on any attendance sheet received after the June due date.

(k) If this Contract is terminated early, before its scheduled expiration, the Provider shall submit a final payment report to Early Years within 60 days following contract termination and no later than the 30th day of June.

(l) Funds allocated for use in one county fiscal year but not used during that year will not be carried forward to the next fiscal year.

(m) Early Years may, at its discretion, withhold payment or make a partial payment pending receipt of documentation, acceptable to Early Years, of the Provider's other sources of financial support.

6. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the Lead Agency. The name of and contact information for the Lead Agency is:

The Lead Agency's Contract Administrator
Name Title: Dr. Linda Chappel, Sr. Vice President for Triangle Area Child Care Resource and Referral
Lead Agency Name: Early Years
Street Address: 1201 S. Briggs Ave., Suite 200
City, State, Zip: Durham, NC 27703
Telephone: 919-403-6950 **Fax:** 919-403-6959
Email: durhamprek@earlyyearsnc.org

The name of and contact information for the Provider's Contract Administrator are shown in Attachment B. Either Party may change the name of or contact information for its Contract Administrator by giving timely written notice to the other Party.

7. **Supplementation of Expenditure of Public Funds:** The Provider assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Provider otherwise expends for pre-kindergarten services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Provider's total expenditure of other public funds for such services.

8. **Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Provider, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Durham County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Durham County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

9. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the Provider and Early Years have executed this Contract in duplicate originals, with one original being retained by each party.

Center Name: _____

Signatures will be collected through Docusign upon collection of contract information

Signature of Owner, Board Chair, or other legal authority for center Date

Printed Name, Title

Durham PreK Contract Administrator

Signatures will be collected through Docusign upon collection of contract information

Signature Date

Linda Chappel, Ed.D., Sr. Vice President, Early Years
Printed Name, Title

ATTACHMENT A
General Terms and Conditions

Relationships of the Parties

1. **Independent Contractor:** The Provider is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Provider represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Lead Agency.

2. **Subcontracting:** The Provider shall not subcontract any of the work contemplated under this Contract.

3. **Assignment:** No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted.

4. **Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Lead Agency and the named Provider. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Lead Agency and Provider that any such person or entity, other than the Lead Agency or the Provider, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

5. **Indemnification:** The Provider agrees to indemnify and hold harmless the Lead Agency and Durham County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Provider in connection with the performance of this Contract to the extent permitted by law.

6. **Insurance:** During the term of the Contract, the Provider agrees to furnish workers' compensation insurance as required by North Carolina law and employer's liability insurance and commercial general liability insurance as may be required to protect Early Years and Durham County against claims which may arise from the Provider's performance. Commercial General Liability--Combined single limit of no less than $1,000,000 each occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability. Coverage must also include $1M in Professional Liability/Errors & Omissions. $1M in Directors & Officers is recommended, but not required. Providing and maintaining adequate insurance coverage is a material obligation of the Provider and is of the essence of this Contract. All such insurance shall be obtained from companies that are authorized by the Commissioner of Insurance to provide such insurance in North Carolina. The Provider shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under this Contract.

Default and Termination

7. **Termination for Cause:**

(a) If the Provider substantially fails to comply with a material requirement of this Contract, the Lead Agency shall give the Provider written notice of default and shall give the Provider at least 5 calendar days to cure the default, provided the default is subject to cure. If the Provider fails to cure the default to the Lead Agency's satisfaction by the specified deadline, or if the default is not curable, the Lead Agency shall have the right to immediately terminate this Contract by giving written notice of termination to the Provider. The termination shall be effective on the date specified in the written notice.

(b) Among other circumstances of material uncurable breach, this Contract shall be terminated immediately upon:

(1) Substantiation by DCDEE of an allegation of child maltreatment that jeopardizes the health or safety of children enrolled in the Program, as specified under Section 7B of the NC Pre-Kindergarten Program Requirements and Guidance and Durham PreK's Provider Licensing and Regulatory Compliance Requirements (Appendix B);

(2) Summary suspension by DCDEE of the Provider's child care facility license pursuant to G.S. § 150B-3(c); or

(3) Revocation by DCDEE of the Provider's child care facility license pursuant to G.S. § 110-90(5).

(c) This Contract shall be terminated by the filing of a petition for bankruptcy by the Provider.

8. **Waiver of Default:** Waiver by the Lead Agency of any default or breach in compliance with the terms of this Contract by the other party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Lead Agency and the Provider.

9. **Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds from the County of Durham for this purpose.

10. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

11. **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein that by their nature must survive the contract expiration or termination date in order to be fully enforced, shall survive.

Compliance with Applicable Laws

12. **Compliance with Laws:** The Provider shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

13. **Equal Employment Opportunity:** The Provider shall comply with all federal and State laws relating to equal employment opportunity.

14. **Confidentiality:** The Provider acknowledges that in receiving, storing, processing and otherwise dealing with information that is made confidential by State or federal law, it will safeguard and not disclose the information except as authorized by said laws.

Oversight

15. **Access to Persons and Records:** Because this Contract involves the use of Durham County funds, the county Auditor and the Auditor's duly authorized representatives shall have ready access to persons, records, papers, reports, vouchers, correspondence, books, and any other documentation in the Provider's possession that pertain to the Contract, pursuant to N.C.G.S. § 147-64.7. As the funding agency, the County of Durham shall have the same right of access. Early Years reserves the right to inspect the Provider's documents on reasonable notice and at reasonable times.

16. **Record Retention:** Because this Contract involves the use of Durham County funds, no child attendance records, papers, reports, invoices, vouchers, correspondence, books, and any other documentation in the Provider's possession that pertain to the Contract may be destroyed, purged or disposed of without the express written consent of the Lead Agency. North Carolina's record retention policy will be in effect and requires that all such contract records must be retained for a *minimum of five years*. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period, the records must be retained until the later of: (a) the end of the five-year period; or (b) the completion of the action and resolution of all issues which arise from it. If the Provider becomes unable to maintain these records for the period described above, the Provider must transfer the records to the Lead Agency.

17. **Property Furnished to the Provider:** The Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Lead Agency for loss of, or damage to, such property. At the termination of this Contract, the Provider shall contact the Lead Agency for instructions as to the disposition of such property and shall comply with such instructions.

Miscellaneous

18. **Amendment**: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Lead Agency and the Provider.

19. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina.

20. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be

enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

21. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

22. **Time of the Essence:** Time is of the essence in the performance of this Contract.

23. **Key Personnel:** The Provider shall not replace any of the key personnel assigned to the performance of this Contract without the prior written approval of the Lead Agency. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

24. **Travel Expenses:** The Provider will not be reimbursed for travel expenses.

25. **Advertising:** The Provider shall not use the award of this Contract as a part of any news release or commercial advertising.

ATTACHMENT B
Provider Information

Agency Name:		
Street Address:		
City:	State: NC	Zip:
Mailing Address:		
City:	State:	Zip:
Phone #:	Fax #:	
Email Address:		
Federal Tax Id#:	Financial Fiscal year:	
Agency Type:	License ID Number:	
Minority-owned business: ☐ Y ☐ N	Woman-owned business: ☐ Y ☐ N	

Provider Contract Administrator Information

Name:		
Title:		
Street Address:		
City:	State:	Zip:
Phone #:	Fax #:	
Email Address:		

Printed name of Owner, Board Chair, or other legal authority for center:
Title of Owner, Board Chair, or other legal authority for center:

ATTACHMENT C
Section 1 of the Provider's Approved Durham PreK Plan

Assurances and Requirements

1. The Contractor will submit changes to the plan in a timely fashion. Such changes will ensure that the plan is current.

2. All Contractors and subcontractors including principal/directors and classroom staff participating in the Durham PreK Program are required to participate in the county evaluation, which may include but is not limited to, individual child assessments, classroom observations, staff surveys and interviews.

3. All contractors and subcontractors including principal/directors and classroom staff participating in Durham PreK are required to participate in professional development with compensation, as specified by the Lead Agency including participation in Technical Assistance that includes the Classroom Assessment Scoring System® (CLASS®), coaching, and professional development.

ATTACHMENT D
Section 2 Provider's Approved Durham PreK Plan
Program/Provider and Classroom Information

Name of Site _____ **Type of Facility/Program** _____

Current Star Rating _____ **Child Care License Number** _____

Classroom Information

Maximum classrooms approved_____ **Maximum students approved** _____

Pre-K Classroom Hours _____**to** _____

What time can students be dropped off without paying for before care: _____

What time can students be picked up without paying for after care or late fees: _____

Before Care Available? ☐ **Y** ☐ **N Hours:** _____**After Care Available?** ☐ **Y** ☐ **N Hours:** _____

Number of Before Care Seats Available: _____ **Number of After Care Seats Available:** _____

Before Care Fee: _____ **After Care Fee:** _____ **Combined Care/Wrap Care Fee:** _____

Frequency of Above Listed Fees: ☐ **Daily** ☐ **Weekly** ☐ **Monthly**

Curriculum Selected: _____**Ongoing Assessment Tool:** _____

Developmental Screening Tool: _____

Director's Information

Director's Name (Legal Name) _____

Director's Preferred Name (if different from legal name): _____

E-mail Address _____ **Phone Number** _____

Gender _____ **Languages spoken fluently** _____

Race/Ethnicity (Please select at least one and as many that apply)

- ☐ American Indian
- ☐ Asian or Pacific Islander
- ☐ Black or African American
- ☐ Latino/a or Hispanic
- ☐ Middle Eastern or North African
- ☐ White or Caucasian
- ☐ Other (please specify) _____

Highest Education level (PhD, MA/MS, BA/BS, AA, HS Diploma, specify) **Please submit documentation with contract.**

_____ Major _____

Administrative Credential Level (please specify level) ☐ I ☐ II ☐ III ☐ NA

Working on a Degree? ☐ Y ☐ N If yes, please specify _____ Expected Graduation Date _____

Durham PreK Lead Teacher Information

(Please submit for each lead teacher)

Background

Legal Name _____ **Preferred Name** (if different) _____

Home Address _____

City _____ **State** _____ **Zip Code** _____

E-mail Address _____ **Classroom #** _____ **Start Date** _____

Gender _____ **Languages spoken fluently** _____

Race/Ethnicity (Please select at least one and as many that apply)

- ☐ American Indian
- ☐ Asian or Pacific Islander
- ☐ Black or African American
- ☐ Latino/a or Hispanic
- ☐ Middle Eastern or North African
- ☐ White or Caucasian
- ☐ Other (please specify) _____

Education

Highest Level of Education

- ☐ PhD, major _____
- ☐ BA/BS, major _____
- ☐ High School Diploma/GED
- ☐ MA/MS, major _____
- ☐ AA/AS, major _____

License

Current teacher license/credential *(Must provide copies of license/credential/certificate)*

- ☐ NC BK Continuing License / NC Continuing BK Add-on License
- ☐ NC BK Initial License / NC Initial BK Add-on License
- ☐ NC Provisional BK Add-on License
- ☐ NC Residency BK License
- ☐ NC Emergency BK License
- ☐ License from another state (specify state and type: _____)
- ☐ Other Credential (specify: _____)
- ☐ No current teaching license ***(Must provide documentation of highest level of education completed)***

Current years of experience on license/credential: _____

Is your current license expired? ☐ Y ☐ N

If yes, have you submitted for renewal? ☐ Y ☐ N

If yes, *please provide documentation of your submission for renewal.*

Are you submitting paperwork during this school year to update the years of experience on your current license? ☐ Y ☐ N

If yes, please specify the number of years of experience you will submit for verification: _____

Enrollment Submitted with EES? ☐ Y ☐ N **Date Submitted:** _____

If the proposed lead teacher does not fully meet license/credential requirements (consult NC Pre-K guidelines), please indicate candidate's plan, and *provide documentation of enrollment and expected date of completion:*

☐ Enrolled working towards B-K License Where? _____ Expected Graduation Date: _____

Lead teachers/instructional assistants that are *not qualified* must be working toward the qualifications for their position. They must make progress by successfully completing a minimum of six documented semester hours per contract school year with a grade of "C" or better. For details, see Appendix A of this contract.

Durham PreK Lead Teacher Compensation Plan

Teacher Name: _____ **Center:** _____

Important information for filling out this form:

- This document is used to monitor compliance with Durham PreK Contract and salary requirements.
- Salary listed should reflect income earned solely for services provided to children and families in the Durham PreK program. Income earned for work during summer months should not be included in the reported amount.
- This form is considered complete only when signed and dated by both the teacher and administrator.
- If you have any questions, please contact DurhamPreKProvider@earlyyearsnc.org

Teacher's annual salary: _____

How often is the teacher paid?

☐ Weekly ☐ Every other week ☐ Twice a month

☐ Once a month ☐ Other (please explain): _____

How many weeks is the teacher paid *for the Durham PreK program only*?

If the teacher works for you in a different capacity during the summer, do not report that income here.

☐ 43 weeks – the number of weeks the Durham PreK program runs

- This option is more common for teachers who are paid hourly or weekly

☐ 44 weeks – ten full months

- More common when teachers are paid bi-weekly, twice a month, or monthly

☐ 52 weeks – twelve full months

- This option is for teachers who choose to have their pay spread out over 12 months, not teachers who receive additional pay for working during the summer months

If there is anything else we should know about how this teacher is paid that would help us understand the pay monitoring documentation you will be sending in, please contact us.

Education and Compensation Certification: I have reviewed this information and certify that all information provided herein has been verified and is reported correctly. Reported compensation includes only compensation for Durham PreK services. If I do not fully meet Durham PreK position requirements, I understand that I must successfully complete with a grade of "C" or better, 6 semester hours per contract school year in order to maintain my position. If I am a new teacher, I understand SmartTeach™ requirement and responsibility for CLASS®.

Signatures will be collected through Docusign upon collection of contract information

Teacher Signature: **Date:**

Signatures will be collected through Docusign upon collection of contract information

Owner or Administrator Signature: **Date:**

Durham PreK Instructional Assistant Information

(Please submit for each instructional assistant)

Background

Legal Name _____ **Preferred Name** (if different) _____

Home Mailing Address _____

City _____ **State** _____ **Zip Code** _____

E-mail Address _____ **Classroom #** _____ **Start Date** _____

Gender _____ **Languages spoken fluently** _____

Race/Ethnicity (Please select at least one and as many that apply)

- ☐ American Indian
- ☐ Asian or Pacific Islander
- ☐ Black or African American
- ☐ Latino/a or Hispanic
- ☐ Middle Eastern or North African
- ☐ White or Caucasian
- ☐ Other (please specify) _____

Education (Must provide documentation of highest level of education completed)

Highest Level of Education

- ☐ B-K licensed teacher
- ☐ BA/BS, major _____
- ☐ AA/AS, major _____
- ☐ Child Development Associate (CDA), date of expiration _____
- ☐ High School Diploma/GED

If the proposed instructional assistant does not fully meet education requirements (AA/AS in early childhood education or a related field recognized/accepted by NC Pre-K) or if the proposed instructional assistant is enrolled in a program, please indicate candidate's plan, and *provide documentation of enrollment and expected date of completion:*

- ☐ Enrolled working towards AA/AS in ECE Where? _____ Expected Graduation Date: _____
- ☐ Enrolled working towards BA/BS in ECE Where? _____ Expected Graduation Date: _____
- ☐ Enrolled working towards B-K License Where? _____ Expected Graduation Date: _____

Lead teachers/instructional assistants that are *not qualified* must be working toward the qualifications for their position. They must make progress by successfully completing a minimum of six documented semester hours per contract school year with a grade of "C" or better. For details, see Appendix A of this contract.

Durham PreK Instructional Assistant Compensation Plan

Teacher Name: _____ **Center:** _____

Important information for filling out this form:

- This document is used to monitor compliance with Durham PreK Contract and salary requirements.
- Salary listed should reflect income earned solely for services provided to children and families in the Durham PreK program. Income earned for work during summer months should not be included in the reported amount.
- This form is considered complete only when signed and dated by both the teacher and administrator.
- If you have any questions, please contact DurhamPreKProvider@earlyyearsnc.org

Teacher's hourly salary: _____

How often is the teacher paid?

☐ Weekly ☐ Every other week ☐ Twice a month

☐ Once a month ☐ Other (please explain): _____

How many weeks is the teacher paid *for the Durham PreK program only*?

If the teacher works for you in a different capacity during the summer, do not report that income here.

☐ 43 weeks – the number of weeks the Durham PreK program runs

- This option is more common for teachers who are paid hourly or weekly

☐ 44 weeks – ten full months

- More common when teachers are paid bi-weekly, twice a month, or monthly

☐ 52 weeks – twelve full months

- This option is for teachers who choose to have their pay spread out over 12 months, not teachers who receive additional pay for working during the summer months

If there is anything else we should know about how this teacher is paid that would help us understand the pay monitoring documentation you will be sending in, please contact us.

Education and Compensation Certification: I have reviewed this information and certify that all information provided herein has been verified and is reported correctly. Reported compensation includes only compensation for Durham PreK services. If I do not fully meet Durham PreK position requirements, I understand that I must successfully complete with a grade of "C" or better, 6 semester hours per contract school year in order to maintain my position. If I am a new teacher, I understand SmartTeach™ requirement and responsibility for CLASS®.

Signatures will be collected through Docusign upon collection of contract information

Teacher Signature: **Date:**

Signatures will be collected through Docusign upon collection of contract information

Owner or Administrator Signature: **Date:**

Additional Durham PreK Staff Information

Please provide information for any other staff people working in your Durham PreK classroom(s) on a regular and ongoing basis *besides the lead teacher and the instructional assistant*. This does *not* include floaters or staff who provide wrap care. The Durham PreK program requests this information so we can understand the supports being offered to the children in your classroom(s). **Staff people who are registered with the Durham PreK program by this form are eligible for staff appreciation activities and free optional professional development workshops.**

Any staff people that a Durham PreK site chooses to hire beyond the lead teacher (LT) and the instructional assistant (IA) are not held to the same educational, salary, technical assistance, or professional development requirements as the LT and IA.

Background

Legal Name _____ **Preferred Name** (if different) _____

Home Address _____

City _____ **State** _____ **Zip Code** _____

E-mail Address _____ **Classroom #** _____ **Start Date** _____

Gender _____ **Languages spoken fluently** _____

Race/Ethnicity (Please select at least one and as many that apply)

- ☐ American Indian
- ☐ Asian or Pacific Islander
- ☐ Black or African American
- ☐ Latino/a or Hispanic
- ☐ Middle Eastern or North African
- ☐ White or Caucasian
- ☐ Other (please specify) _____

Position Information

Job Title _____

Part-time ☐ **Full-time** ☐

Total hours worked per week _____

Number of hours per day spent in a DPK classroom _____

Number of days per week spent in a DPK classroom _____

Additional Information

Please share any other information you think it is important for us to know about this person's role at your site or in your Durham PreK classroom:

_____
_____
_____
_____
_____
_____

ATTACHMENT E
The Provider's Approved Durham PreK Budget

Center Name: _____

Direct Services Budget

The Provider's Approved Durham PreK Plan authorizes the Provider to provide services to no more than 18 children per classroom (based on a classroom construct of 18 children unless the licensed capacity is for less children).

The Provider will be reimbursed at a fixed rate per child served, based on Provider type, the qualifications of the lead teacher or the substitute lead teacher (if applicable), the child's attendance, and any parent fee assigned to the child.

Teacher Compensation Support Payment

A monthly supplemental payment to assist with teacher salaries may be available based upon verified credentials and documentation. See the Teacher Compensation Support Payment policy for more information.

Definitions

Long Term Substitute Rate: Durham PreK rate determined by the Lead Agency per teacher not meeting Durham PreK requirements. This is applicable to private agencies only.

Maximum Rate: The Durham PreK rate set by the Durham PreK Governance Committee. Note that in private childcare centers, the contract amount may be budgeted at the maximum rate of $1,514 to allow for a Lead teacher with BK certification throughout the year; however, payment will be based on the Lead or Substitute Lead teacher qualifications and the payment rate received from Durham County Government.

Rate	Condition and Provider Type for Durham PreK funds
$1,514	Maximum rate per child per month for sites with a BK Licensed Lead Teacher or Long Term Substitute BK Licensed Lead Teacher
$1,460	Maximum rate per child per month for sites with a bachelor's degree Lead Teacher or Long Term Substitute Lead Teacher working towards a BK License

Rates are reduced from the above maximums based on the braiding of public funds to support Durham PreK children. Monthly reimbursement rates will never exceed the maximum rate.

Allocation per Child by Funding Source	Children	Months	Max. Rate	Amount
Durham PreK Only		10	$1,514	
Durham PreK Enhanced		10	$385	
Total Local Durham PreK Funding Amount				

Preservice Payment	Amount
Maximum preservice payment for a classroom with a BK Licensed Lead Teacher or Long Term Substitute BK Licensed Lead Teacher.	

Total Maximum Contract Amount

Total Maximum Durham PreK Contract Amount*	

***If eligible, the site will also receive additional Base and Experience Teacher Compensation Support Payments.**

I certify that I have reviewed and understand the above information.

Signatures will be collected through Docusign upon collection of contract information

Owner or Administrator Signature: _____ Date: _____

ATTACHMENT F
Certification Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf

- The text of G.S. 143-48.5 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html

Certification

The undersigned hereby certifies that:

1. Pursuant to G.S. 143-48.5, the undersigned hereby certifies that the Provider named below, and the Provider's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.
2. He or she is a duly authorized representative of the Provider named below;
3. He or she is authorized to make, and does hereby make, the foregoing certification on behalf of the Provider.

Provider's Name	
Signature of Owner, Board Chair or other legal authority for center Signatures will be collected through Docusign upon collection of contract information	Date
Printed Name of Owner, Board Chair or other legal authority for center	Title
Signature of Witness Signatures will be collected through Docusign upon collection of contract information	Date
Printed Name of Witness	Title
Email Address of Witness	

Early Years
A Comprehensive Approach to Enhancing Early Care and Education

DURHAM PRE K

ATTACHMENT G
Durham PreK Staff Schedule Form

Please complete this form for <u>each</u> Durham PreK lead teacher and instructional assistant under contract.

Name of Site _____ **License #** _____

Teacher's Name (Legal Name) _____

Classroom Name or Number _____ **Start date** _____

Position (please check one): ☐ Lead Teacher ☐ Instructional Assistant

Please indicate the teacher's schedule and hours working directly with children and for planning and professional development for their Durham PreK classroom in the table below.

Day of the Week	Durham PreK Classroom Schedule	Number of hours in the Durham PreK classroom working directly with children	Durham PreK Planning and Professional Development Schedule	Number of Hours for Durham PreK Planning and Professional Development
Example:	*9:00am-3:30pm*	*6.5*	*8:00am-9:00am & 3:30pm-4:00pm*	*1.5*
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				

Total number of hours in Durham PreK classroom working directly with children per week (should total 32.5 hours)	
Total number of hours Durham PreK planning and professional development completed per week (should total 7.5 hours)	
Total Hours per week	

I have reviewed the information above and confirm that it is correct.

Signatures will be collected through Docusign upon collection of contract information

Teacher Signature: _____ **Date:** _____

Signatures will be collected through Docusign upon collection of contract information

Owner or Administrator Signature: _____ **Date:** _____

ATTACHMENT H
Photographic & Video Release Form

I give my consent to Durham Pre-K Partners (Durham's Partnership for Children, Early Years, Durham Public Schools, Durham Head Start/Families & Communities Rising, Inc., Durham County Government) to take photographs and/or videos of me to publicly promote Durham PreK (inclusive of Durham Public Schools, Durham Head Start, NC Pre-K, Durham PreK). By signing below, I agree that I understand the images and/or videos may be used in print publications, online publications, presentations, websites and social media, either entirely, partially or in connection with other photographs, videos and reproductions. No royalty, fee or other compensation shall become payable to me by reason of such use.

Social media use may include, but is not limited to: Facebook, Instagram, YouTube, X, etc.

*Video use may include, but it is not limited to: remote learning (real time/live or pre-recorded videos) and advertisement. *

Site: _____

Staff Name: _____

Classroom: _____

Please select your position and indicate your preference below:

I am a: ☐ Director/Owner/Administrator

☐ Teacher

☐ Instructional Assistant

☐ Other School Staff

☐ **I DO** give my consent to Durham Universal Pre-K Partners to use my photographs and/or videos publicly to promote Durham Universal Pre-K.

☐ **I DO NOT** give my consent to Durham Universal Pre-K Partners to use my photographs and/or videos publicly to promote Durham Universal Pre-K.

Signatures will be collected through Docusign upon collection of contract information

Staff Signature: _____ Date: _____

Initials will be collected through Docusign upon collection of contract information

ATTACHMENT I

Acknowledgement of Provider Responsibilities

Owner or director must initial each line below to certify understanding of the following contractual obligations:

Teacher Qualifications

_____ • Documentation related to teacher and instructional assistant qualifications (education, licensure status, and years of experience) must be submitted to Early Years Durham PreK management team for review and verification.

_____ • Licensed Durham PreK lead teachers (those holding a BK Initial License, BK Continuing License, Residency BK License, Initial BK Add-on License, Continuing BK Add-on License, or Provisional BK Add-on License) must be compensated according to Durham Public Schools' certified teacher salary schedule. Unlicensed Durham PreK lead teachers (those holding a bachelor's degree or higher in early childhood or a related field recognized and accepted by the NC Pre-K Program Requirements *and* working toward a BK License, or holding an Emergency BK License, or a Temporary Permit) must be compensated at 0 years of experience according to the NC Department of Public Instruction's salary schedule. Benefits cannot be included in minimum salary requirements for Durham PreK lead teachers. Benefits should be paid in addition to Durham PreK salary requirements.

Teacher Salary Documentation and Compensation

_____ • Salary documentation in the form of pay stubs with all identifying information with the exception of the teacher's name blacked out for all Durham PreK teachers must be submitted the first month as part of Durham PreK teacher compensation monitoring. It will be monitored throughout the school year.

_____ • Lead teachers who are fully qualified will receive compensation as required by Durham PreK Program Requirements and Guidance and this Durham PreK contract. Upon receipt of any new or updated license for lead teachers, the provider should:

_____ • Immediately send a copy of the new license to DurhamPreKProvider@earlyyearsnc.org

_____ • For new or updated Initial, Continuing, Residency or Provisional BK Add-on Licenses received by the provider and Early Years *by* January 31 of the current program year:

_____ • The Early Years management team will update per-child reimbursement, if applicable. Additional per child reimbursement will be effective for the month of attendance in which the update was received by the Early Years' management team. Please review Appendix A for specifications.

_____ • Additional Base and/or Experience Teacher Compensation Support Payment amount, if applicable, will be effective in the provider's next Teacher Compensation Support Payment.

_____ • The provider is required to implement a new compensation rate beginning with their next complete payroll cycle. Compensation will be based upon years of experience as noted on the license.

_____ • For new or updated licenses received by the provider and Early Years *after* January 31 of the current program year:

_____ • The Early Years management team will *not* update per-child reimbursement or Teacher Compensation Support Payment amount for the current program year.

_____ • The provider is *not* required to implement a new compensation rate during the current program year.

_____ • Instructional assistants who are fully qualified will receive compensation as required by Durham PreK Program Requirements and Guidance and this Durham PreK contract. Upon receipt of any updated degree or credential, the program should immediately send a copy of the new license, diploma and/or credential to DurhamPreKProvider@earlyyearsnc.org.

Teacher Schedules

_____ • Durham PreK lead teachers and instructional assistants are expected to work 40-hours each week. The workday for **lead teachers** and **instructional assistants** working in Durham PreK will consist of 8 hours. A typical day will include 6.5 hours in the classroom and 1.5 hours outside of the student day for shared planning. Teacher workdays are also expected to consist of 8 hours for the purpose of planning, training, family contacts and/or other related activities. Teachers are expected to follow Durham Public Schools Student/Staff Calendar. Additional hours and days worked in other classrooms cannot be used in this calculation and are subject to all Wage and Hour regulations.

_____ • All Durham PreK lead teachers and instructional assistants must submit Durham PreK Staff Schedule Forms.

Appendix A
Durham PreK Program Requirements and Guidance

Administration

- Durham PreK is administered by Early Years.
- Durham PreK is funded through the Durham County Government Board of Commissioners.
- Payment rates are set by Durham PreK Governance Committee as approved by the County of Durham.
- Early Years will coordinate and collaborate with Durham's Partnership for Children (DPfC), Durham Public Schools (DPS) and Head Start.

The Durham PreK Governance Committee

- Early Years will report on the list of implementation and operational requirements to the County of Durham.
- Site selection requirements will use the Durham PreK selection rubric and Early Years will make site selections in coordination with the Durham PreK Governance Committee.
- Early Years and Durham County Manager's Office created a Durham PreK Governance Committee for ongoing input, discussion, and creation of policies and standards with regard to Durham PreK implementation and operation.
- Durham PreK Policies and Standards are subject to change by Governance Committee decisions or changes by the County of Durham.

The Durham PreK Child

- The goal for Durham PreK is to serve all 4 year-old children in the county regardless of income. Children in families below 450% of the federal poverty level (FPL) will attend Durham PreK at no charge. Families at or above 450% FPL will have a 2% parent fee calculated as a flat percent of each family's gross monthly income. The parent fee is capped at the maximum reimbursement rate of $1,514.
- Early Years will coordinate with DPS and DPfC through the universal application process and Child Find with regard to a coordinated support plan for children with special needs.

The Durham PreK Site

- Durham PreK funding will follow a per-child allocation for a 10-month school year (36 weeks) and 6.5 hour school day. Any parent fees for families that qualify for the Durham PreK sliding scale must be collected from families by the provider. The provider must set their own policies regarding when parent fees are due and how parent fees must be paid and inform parents of these policies at the start of the school year.
    - In the partial months of August and June, the provider can do one of the following:
        - Prorate both August and June based on the daily rate (parent fee divided by 21.67 times the number of school days in the month)
        - Charge the parent a full month fee for August **or** June (but not both)
- Upon completion of contracting, but no sooner than August, and provided the contract is fully completed by September 30, Durham PreK providers will receive a preservice payment by direct deposit. The preservice payment will be calculated as 15% of the site's maximum annual payment based on allocated seats and current teacher BK status.
- Durham PreK providers will receive reimbursement payments monthly over a 10-month period. Payments are made September through June and are based on enrollment and attendance.
- Child attendance and instructional tracking must be taken daily and submitted to Early Years monthly.
- Excused absences will follow NC Pre-K rules, however, every effort will be made to ensure that parents understand the importance of child attendance.
- All Durham PreK providers must be active with Early Years' Child Care Scholarship Program.
- It is not allowable to fill publicly funded Durham PreK seats with private-pay participants. Durham PreK seats need to be relinquished in order to allocate them as private seats.

Transportation fees

- Families cannot be charged a fee for transportation.
- The transportation needs of families are under review by the Durham PreK Governance Committee.

The Durham PreK Classroom

- Durham PreK classrooms must be fully staffed in ratio with seat allocations prior to the opening of the classroom. Seat allocations may be changed for sites not meeting staffing ratios. Accepted Durham PreK ratios are 1:9 with a maximum of 18 students per classroom.
- Durham PreK follows NC Pre-K rules and guidance, however, center administrators and classroom teaching staff must participate in Technical Assistance (TA) services that may include but are not limited to the Classroom Assessment Scoring System® (CLASS®) assessment and related coaching to support high-quality interactions between staff and children to promote school readiness among Durham PreK children.
- The Creative Curriculum will be used in Durham PreK classrooms and teaching staff will use SmartTeach™ for ongoing child assessments 3 times per year according to the teacher calendar schedule. Inter-rater reliability with SmartTeach™ will be tracked.
- Sites must be in compliance with the North Carolina Quality Rating License System Family Engagement Standards for 5-star centers.
- The Durham PreK Governance Committee reserves the right to review, update or add quality standards for Durham PreK classrooms.

Durham PreK Staff

- Durham PreK lead teachers and instructional assistants must be compensated for a 40-hour work week and are generally not to exceed working 40 hours per week. If necessary to work more than 40 hours, compensation must be provided. All 40 hours worked per week must be focused on the Durham PreK classroom that the lead teacher and instructional assistant are assigned to at the Durham PreK site. 32.5 hours each week are for direct contact with children in the classroom or outdoor learning environment. The remaining 7.5 hours each week are for instructional staff to complete related instructional activities such as planning and professional development. Durham PreK Staff Schedule forms that document a teacher's schedule must be completed for all Durham PreK lead teachers and instructional assistants.
- Durham PreK will offer professional development opportunities related to curriculum, ongoing child assessments, and effective interactions between classroom staff and children. All classroom staff (lead teachers and instructional assistants, including any long-term substitute staff) will be required to participate. Site administrators, directors, and coordinators will also be scheduled to participate in required professional development.
- Site administrators, directors, coordinators and classroom staff (both the lead teacher and instructional assistant) must follow professional development plans created in partnership with the Quality Enhancement Coach.
- Classroom staff (as a team) will be assessed through the Classroom Assessment Scoring System® (CLASS®) with related professional development and coaching provided as needed.
- Licensed Durham PreK lead teachers hold a BK Initial License, BK Continuing License, Residency BK License, Initial BK Add-on License, Continuing BK Add-on License, or Provisional BK Add-on License, and must be compensated according to Durham Public Schools' certified teacher salary schedule. Unlicensed Durham PreK lead teachers hold a bachelor's degree or higher in early childhood or a related field recognized and accepted by the NC Pre-K Program Requirements (see NC Pre-K rules for guidance on related fields) *and* are working toward a BK License, or hold an Emergency BK License, or a Temporary Permit, and must be compensated at 0 years of experience according to the NC Department of Public Instruction's salary schedule.
- Lead teachers who are not qualified must be working toward the qualifications for their position. They must make progress by successfully completing a minimum of six documented semester hours per contract school year with a grade of "C" or better. For details, see NC Pre-K education requirements outlined by DCDEE in rule 10A NCAC 09.3013.
- Durham PreK instructional assistants must have one of the following:
    - An associate's degree in early childhood, OR,
    - Be enrolled and actively taking courses toward the completion of an associate's degree in early childhood, defined as successfully completing a minimum of six documented semester hours per contract school year with a grade of "C" or better, OR,

- Hold or be working toward an associate's degree or higher in a related field recognized and accepted by the NC Pre-K Program Requirements. See NC Pre-K rules for guidance on related fields.

- Supporting documentation to verify the qualifications of all Durham PreK teaching staff are required in order to complete contracting. Accepted documentation is outlined below:
  - Lead teachers with a BK license must provide –
    1. A copy of their BK license. The years of experience on the license provided must match the lead teacher information form.
  - Lead teachers without a BK license must provide –
    1. A copy of their current DCDEE WORKS Letter, degree OR an unofficial transcript that states the degree they were issued, AND,
    2. An acceptance letter or course schedule as proof of enrollment in a BK licensure program.
  - Instructional assistants with an associate's degree in early childhood must provide –
    1. A copy of their current DCDEE WORKS Letter, degree OR an unofficial transcript that states the degree they were issued.
  - Instructional assistants without an associate's degree in early childhood must provide –
    1. A copy of their current DCDEE WORKS Letter that indicates a degree type of "Degree/Field – EC/CD" or "Degree/Field – EC/CD & SA", OR,
    2. A copy of a degree or an unofficial transcript that states the degree earned in a related field recognized/accepted by NC Pre-K, OR,
    3. Proof of enrollment (such as an acceptance letter or current course schedule) in an associate's degree program recognized/accepted by NC Pre-K.
  - Note - For lead teachers or instructional assistants needing to translate records from another country or language, prompt translation is suggested.
- Durham PreK instructional assistants must be compensated according to the rate set by the Durham PreK Governance Committee.
- Benefits should be included in addition to these salary requirements, but cannot be counted as part of the minimum salary requirements for lead teachers and instructional assistants.
- Changes in the NC DPI and DPS teacher salary scales due to cost of living increases must be matched and back pay issued as appropriate.

Payment Rates by Site Type

- Payment rates per child are determined by the Durham PreK Governance Committee with approval by the County of Durham.
- The maximum rates for 2026-2027 are $1,514 per child per month for classrooms with a lead teacher with a bachelor's degree or higher with a BK Initial License, BK Continuing License, Initial BK Add-on License, Continuing BK Add-on License, Provisional BK Add-on License, or Residency BK License.
- The maximum rates for 2026-2027 for classrooms with a lead teacher with a bachelor's degree or higher, but who holds no license and is working towards BK licensure, or has an Emergency BK License, or a Temporary Permit is $1,460 per child per month.

Teacher Compensation Support Payments

- Teacher Compensation Support Payments are in place to help offset the cost of paying lead teachers and instructional assistants according to Durham PreK requirements. These payments come in two types:
  - Base Payment - Non-public school providers will receive a monthly Base Teacher Compensation Support Payment for all lead teachers and instructional assistants. The Base Payment amounts are as follows: $312 per instructional assistant, $800 per unlicensed lead teacher and $1,248 per licensed lead teacher.
  - Experience Payment - Providers with licensed lead teachers required to be paid on the Durham Public Schools' salary schedule will receive a monthly Experience Teacher Compensation Support Payment. The Experience Payment is based on a graduated scale which takes into account the monthly salary and teacher years of experience.

- Durham PreK providers must follow Durham PreK's Teacher Compensation Support Payment Policy (Appendix C).

Evaluation and Monitoring

- Durham PreK classrooms must participate in data collection efforts to support a county-wide program evaluation to measure program quality and child gains.

Program and Fiscal Monitoring of Durham PreK Programs

- Early Years is required to monitor for program/policy and fiscal/contract compliance with oversight by the County of Durham.
- Early Years will coordinate with NCDCDEE Child Care Consultants for compliance with NC Child Care Rules.

Appendix B
Durham PreK Provider Licensing and Regulatory Compliance Requirements

Licensing

Programs serving Durham PreK children shall have a five-star rated license at the time of application and maintain a five-star license while participating in Durham PreK.

For new centers, a 6-month temporary license may be accepted for Durham PreK participation with the expectation that the program will achieve a five-star license at the end of the temporary time period. Failure to achieve a 5-star license may result in termination as a Durham PreK provider. Once participating in Durham PreK, a center that is relocating or experiences a change in ownership may be mandated to obtain a temporary license. Such centers may continue to participate in Durham PreK only if actively working with Early Years' Technical Assistance program to support relicensing at the 5-star rating at the end of their temporary status. Failure to achieve a 5-star license may result in termination as a Durham PreK provider.

Should a Durham PreK program drop to a license below a 5-star rating, providers may be considered (though not guaranteed) for continued participation in the Durham PreK program, on a case-by-case basis. Such consideration is contingent on the program's active participation in Early Year's Technical Assistance program to support reassessment and re-licensure at the 5-star rating. Requests for reassessment must be submitted within 1 month and completed within 5 months. Provider is responsible for paying for any reassessment and licensure fees. Failure to achieve a 5-star license upon reassessment may result in termination as a Durham PreK provider.

Compliance

Programs applying to serve Durham PreK children must have no open Administrative Actions from North Carolina Division of Child Development and Early Education (DCDEE) against their current license (excluding those related to licensing fees) and must have no prior Actions related to Child Maltreatment within the past 12 months. The eligibility of programs with Actions issued in the past 12 months related to other violations, including, but not limited to, Supervision, Discipline, or Safety, will be considered on a case-by-case basis.

Program applicants must also notify Durham PreK of any open/pending investigations by DCDEE. While such investigations are not immediately disqualifying, Durham PreK reserves the right to track progress of open investigations and delay approval of applicants until the outcome of an investigation is resolved.

Programs *participating* in Durham PreK must notify Early Years' Durham PreK management team within 10 days of official notification of an Administrative Action by DCDEE, including, but not limited to written warnings, civil penalties or probationary or provisional licenses. Notification is required regardless of intended or pending appeal status of any Action and failure to notify may jeopardize payments and/or eligibility.

Similarly, program participants must notify Durham PreK within 10 operating days when an investigation has been opened at their facility. Durham PreK will track progress of open investigations until the outcome of an investigation is resolved and may require parent notification of an open investigation. Failure to notify Durham PreK of an open investigation may jeopardize payments and/or eligibility.

In the event that an Administrative Action by DCDEE is issued to a current Durham PreK provider, Durham PreK may take one or more of the following steps:

1. Remain apprised of the situation, but take no immediate action.
2. Require that Durham PreK families be informed of the Administrative Action. Programs should be prepared to provide documentation that was distributed to all families regarding the Action confirming their awareness.
3. Require the program to engage in a Technical Assistance contract with Early Years or another appropriate local agency to ensure that quality is being maintained at the site following the Administrative Action.

4. Cease awarding new funding/slots during the period of probationary/provisional license, or until the Admin Action has been closed through successful completion of the DCDEE-specified Corrective Action Plan (typical in any case involving potential child maltreatment).
5. Give notice that Durham PreK funding at the facility will be terminated and/or not renewed for the next school year.

The Durham PreK Governance Committee, as guided by Early Years' Durham PreK management team, shall review each case on an individual basis to determine appropriate steps to be taken.

Child care programs may provide written documentation about the investigation or Administrative Action, including any refuting materials or circumstantial/contextual information, to the Early Years Durham PreK management team within two weeks of an Action for consideration by Durham PreK.

Appendix C
Durham PreK Teacher Compensation Support Payment Policy & FAQ

According to Durham PreK policy:

> *Licensed Durham PreK lead teachers hold a BK Initial License, BK Continuing License, Residency BK License, Initial BK Add-on License, Continuing BK Add-on License, or Provisional BK Add-on License, and must be compensated according to Durham Public Schools' certified teacher salary schedule.*
>
> *Unlicensed Durham PreK lead teachers hold a bachelor's degree or higher in early childhood or a related field recognized and accepted by the NC Pre-K Program Requirements and are working toward a BK License, or hold an Emergency BK License, or a Temporary Permit, and must be compensated at 0 years of experience according to the NC Department of Public Instruction's salary schedule.*
>
> *Durham PreK instructional assistants must be compensated according to the rate set by the Durham PreK Governance Committee.*

Teacher Compensation Support Payments are in place to help offset the cost of paying lead teachers and instructional assistants according to Durham PreK requirements. These payments come in two types:

Base Payment

Non-public school providers will receive a monthly Base Teacher Compensation Support Payment for all lead teachers and instructional assistants. The Base Payment amounts are as follows: $312 per instructional assistant, $800 per unlicensed lead teacher and $1,248 per licensed lead teacher.

Experience Payment

Providers with licensed lead teachers required to be paid on the Durham Public Schools' salary schedule will receive a monthly Experience Teacher Compensation Support Payment. The Experience Payment is based on a graduated scale which takes into account the monthly salary and teacher years of experience. The graduated scale can be found on the last page of this appendix.

How will years of experience be calculated?

Years of experience will be determined by the years of experience in early childhood (birth through grade 3) listed on the teacher's current license. Teachers will be responsible for updating their years of experience on their license through the Department of Public Instruction in order to receive payment for additional years of experience earned since the license issue date. No credit will be provided for years of experience not printed on the current license.

What if a teacher receives a new license or updates their license to add years of experience during a program year?

If a teacher receives a new license or updates their license to add years of experience during a program year, the provider will be expected to pay the teacher at the higher experience rate starting with the next pay period from the time the new or updated license was received and moving forward **as long as the new or updated license was received by the provider and Early Years by January 31 of the current program year**. Once Early Years receives a copy of the new or updated license, the provider's next Experience Teacher Compensation Support Payment from Early Years will be at the higher experience rate. If a teacher was previously unlicensed and submits a new, qualifying license by January 31 of the current program year, the provider's next Base Teacher Compensation Support Payment from Early Years will be at the licensed lead teacher rate and the provider will begin receiving an Experience Teacher Compensation Support Payment commensurate with the years of experience on the teacher's license. **Teachers submitting new or updated licenses on February 1 or after will not be eligible for increased Base or Experience payments for the current school year.**

Who will receive the Teacher Compensation Support Payments, the teacher or the provider?

Both the Base and Experience Teacher Compensation Support Payments will be paid by direct deposit to the provider by Early Years on a monthly basis to help offset the cost of paying lead teachers and instructional assistants according to Durham PreK requirements.

What type of monitoring will be required?

As part of the contracting process, providers and teachers will confirm the annual salary to be paid to each lead teacher and the hourly rate to be paid to each instructional assistant in order to meet the salary requirements. Durham PreK providers must submit copies of lead teachers' and instructional assistants' monthly paystubs with sensitive information blacked out (address, SSN, withholdings, etc.) after the first full month of Durham PreK (September) to confirm they are paying at the correct rate. The paystub(s) must show the full name of the teacher, the dates of the pay period, the gross payment amount, and the hourly rate/hours worked (if applicable). If teachers are paid twice a month, both paystubs must be submitted. After the first month of Durham PreK, paystubs do not need to be submitted monthly, but will be monitored by Durham PreK staff bi-annually thereafter (typically in November and March). Payments may be withheld if proper pay documentation is not received. Providers must notify Durham PreK within 5 business days of any teacher change so that Base and Experience Teacher Compensation Support Payments can be adjusted as appropriate.

When and how will payments be received?

Payments will be issued by direct deposit by the 15th of each month, or the following business day if the 15th falls on a weekend or holiday. September payments will be issued by September 15 before documentation has been submitted. Proper paystub documentation as mentioned above must be submitted before October payments will be issued.

Important information for the 2026-2027 school year

The new state budget passed in July and included raises for teachers. In addition, the Durham Public Schools local supplement for licensed lead teachers with an even number of years of experience on their teaching license has increased by $5.00 per year. Updated salary schedules for lead teachers for the 2026-2027 school year are included on the next page.

Additionally, the Durham PreK Governance Committee voted to maintain the minimum hourly rate of $19.58 for instructional assistants for the 2026-2027 school year.

2026-2027 Salary Scale, Base and Experience Payment Amounts, and Graduated Scale

Salary Requirements for Instructional Assistants

Non-public school providers will receive a monthly Base Payment of $312 per instructional assistant.

Current Approved Hourly Rate for Instructional Assistants	$19.58

Salary Requirements for Unlicensed Lead Teachers (from DPI Scale)

Non-public school providers will receive a monthly Base Payment of $800 per unlicensed lead teacher.

Years of Experience	Minimum Annual Salary	2026-2027 Early Years Monthly Experience Payment	Graduated Experience Payment as % of Monthly Salary
Unlicensed	$ 48,000	NA	NA
Unlicensed:	No current license, Emergency License, Temporary Permit		

Salary Requirements for Licensed Lead Teachers (from DPS Scale)

In addition to the graduated monthly Experience Payment below, non-public school providers will receive a monthly Base Payment of $1,248 per licensed lead teacher.

Years of Experience	Minimum Annual Salary	2026-2027 Early Years Monthly Experience Payment	Graduated Experience Payment as % of Monthly Salary
0	$ 55,750	$ 892.00	16.0%
1	$ 56,000	$ 912.80	16.3%
2	$ 56,410	$ 953.33	16.9%
3	$ 56,810	$ 994.18	17.5%
4	$ 57,220	$ 1,035.68	18.1%
5	$ 57,870	$ 1,099.53	19.0%
6	$ 58,530	$ 1,164.75	19.9%
7	$ 59,180	$ 1,230.94	20.8%
8	$ 59,840	$ 1,298.53	21.7%
9	$ 60,490	$ 1,367.07	22.6%
10	$ 62,290	$ 1,551.02	24.9%
11	$ 62,950	$ 1,624.11	25.8%
12	$ 63,620	$ 1,698.65	26.7%
13	$ 64,280	$ 1,774.13	27.6%
14	$ 65,470	$ 1,892.08	28.9%
15	$ 66,740	$ 2,042.24	30.6%
16	$ 66,900	$ 2,067.21	30.9%
17	$ 67,050	$ 2,091.96	31.2%
18	$ 67,210	$ 2,117.12	31.5%
19	$ 67,360	$ 2,142.05	31.8%
20	$ 67,520	$ 2,167.39	32.1%
21	$ 67,670	$ 2,192.51	32.4%
22	$ 67,830	$ 2,218.04	32.7%
23	$ 67,980	$ 2,243.34	33.0%
24	$ 68,140	$ 2,269.06	33.3%
25	$ 70,470	$ 2,487.59	35.3%
26	$ 70,630	$ 2,514.43	35.6%
27	$ 70,780	$ 2,541.00	35.9%
28	$ 70,940	$ 2,568.03	36.2%
29	$ 71,090	$ 2,594.79	36.5%
30	$ 71,250	$ 2,622.00	36.8%
Qualifying Licenses:	BK Initial License, BK Continuing License, Residency BK License, Initial BK Add-on License, Continuing BK Add-on License, or Provisional BK Add-on License		

Appendix D
Durham PreK Staff Change Process

Whenever there is a change to the staffing in a Durham PreK classroom, please use this process:

1. Notify Durham PreK staff (your site's TA and the Data and Provider Relations Team at DurhamPreKProvider@earlyyearsnc.org)
    a. Do this as soon as possible, *even if* you don't have much information or a long term plan for a substitute or new staff person
    b. We need to know who is in the room with the students, even if it is a temporary staff person while you work on a long term plan
    c. The Durham PreK contract states that Durham PreK staff be made aware of any staff changes within 5 business days of the change
2. Let Durham PreK staff know the situation and what your plan is at the moment by filling out the *Staff Information Change Form*
3. Salary requirements
    a. If the new staff person **is qualified** and will be serving in the classroom for 2 or more weeks, Durham PreK will reach out to ensure they are being paid according to program standards
    b. If the person in the room **is not qualified** or the provider otherwise indicates that this is a **temporary staff change**, there is a three week grace period to meet Durham PreK program requirements
        i. The purpose of this grace period is to give providers flexibility in meeting their immediate staffing needs while working to meet program requirements
    c. After the three week grace period, contact Durham PreK staff to share your final plan for staffing your classroom with qualified staff people
4. Durham PreK staff will give you further instructions based on your specific situation

Examples of changes we need to be made aware of (not an exhaustive list):

- A lead teacher resigns and you have a new qualified lead teacher lined up already
- A lead teacher resigns and you are temporarily covering the position with the instructional assistant but they aren't qualified to be the lead teacher
- An instructional assistant is on maternity leave and the program director is filling in for the duration of the leave
- The instructional assistant is on emergency medical leave of indeterminate length and you are using a series of floaters and substitutes to cover the role for now