

**OFFICE OF CHILD CARE
DEPARTMENT OF WORKFORCE SERVICES
STATE OF UTAH**

INFANT CRIB REPLACEMENT GRANT

**Application Due Date: October 24, 2011 through
March 30, 2012**

NON-COMPETITIVE GRANT

FOR

**LICENSED FAMILY AND LICENSED
CHILD CARE CENTER PROGRAMS**

Infant Crib Replacement Grant

Part One: General Information

Background

On December 15, 2010, the Consumer Product Safety Commission (CPSC) published new requirements for all cribs, including those used in child care settings. These are the most stringent standards to date. Currently, the vast majority of cribs in use do not meet the new specifications outlined by the federal government. Federal regulation required centers and anyone receiving money to care for infants will need to replace all cribs that were manufactured before July, 2010 and any that do not have a Certificate of Compliance that were manufactured after that date. All programs caring for infants will be required to replace current cribs or provide a Certificate of Compliance to show the cribs in use meet the criteria set forth by the CPSC. After June 28, 2011 it became illegal for any manufacturer or retailer to sell any crib manufactured before that date and/or is not in compliance with the new standards. All cribs used for infants that do not meet the new specifications must be replaced by December 28, 2012. For more information on the new crib standards go to www.cpsc.gov/info/cribs/regulations.html. The Department of Workforce Services, Office of Work & Family Life/Office of Child Care (OCC) is making funds available to assist licensed family and center child care programs to replace non-compliant sleeping equipment with complaint sleeping equipment for children in their care one year of age or younger. This grant opportunity is non-competitive, meaning any eligible program can receive some funding to help with this problem. Grant funds must be used for the sole purpose of replacing full or non full-size cribs that are no longer in compliance. The window of time in which applications will be accepted is beginning October 24, 2011 through March 30, 2012. Any application turned in to the office after 5:00 p.m. on Friday, March 30, 2012 will not be accepted.

Eligibility Requirements

The following eligibility guidelines apply to the Infant Crib Replacement Grant. Each eligible program may receive one grant. Organizations or businesses that have multiple sites are eligible to receive one grant for each site.

Eligible Programs

- To apply, family child care providers and centers must hold a current Child Care license from the Utah Department of Health, Bureau of Child Care Licensing and provide full-time child care to children one year old or younger on a daily basis, year around.
- Applicants who currently have Youth Connections (YC), Baby Steps (BS), Next Steps (NS) or Quality Environment (QE) grants ARE ELIGIBLE to apply.

Programs that may not apply:

- Programs that are currently suspended from grant eligibility due to failure to perform under the terms and conditions of a prior grant administered by the Office of Work and Family Life/Office of Child Care.
- Centers that hold an Hourly Child Care Center license.
- Programs that currently hold a conditional license.
- Head Start programs or other programs eligible for federal funds through other grants and/or agencies.

Funding Levels

Licensed Family Child Care Programs with a licensed capacity between one and eight children are eligible for up to \$300.00 to replace a crib that is currently being used for business purposes as sleeping equipment while children are attending child care. Programs with a licensed capacity of nine (9) or more children, including infants who attend on a daily basis, and currently employ a second caregiver who works at least 20 hours per week, are eligible for \$600.00

This new mandate **does not** include *Pack and Plays, Play Yards or Porta Cribs*. They are considered by the federal government to be in a completely different category. If these are currently in use, a provider **can** continue to use them. They will not be out of compliance and funds cannot be used to replace them. In addition, grant funds **may not** be used to purchase *Pack and Plays, Play Yards or Porta Cribs* as sleeping equipment. **Funds may be used only to replace an out of compliance full size or non full-size crib.**

Licensed Child Care Center Programs will receive funding based on the number of infants one year old and younger the center provides care for and the percentage of children cared for that receive child care subsidy from the Utah Department of Workforce Services. The percentage is based on average daily attendance for the entire center population for the month of March **or** June **or** September, 2011, not just in the infant room(s). Centers may receive funding at levels specified below:

- Centers having **less than 20%** of their center-wide population receiving state subsidy can receive up to \$650.00 per group of 8 children one year or younger or \$325.00 per group of four.
- Centers having between **20%-40%** of their center-wide population receiving state subsidy can receive up to \$1,300.00 per group of 8 children one year or younger or \$650.00 per group of four.
- Centers having **40% or more** of their center-wide population receiving state subsidy can receive up to \$2,000.00 per group of 8 children one year or younger or \$1,000.00 per group of four.

Matching Funds

This grant requires **No Matching Funds**. There are no required activities or training in order to receive grant funds.

Grant Requirements

The intent of this grant is to provide relief to licensed child care providers by assisting with the financial burden of the new CPSC rules. Additionally, it will ensure that infants are sleeping in safe and compliant equipment. Grant recipients will be required to comply with the following requirements.

1. Programs must not discriminate against children, families or staff based on race, religion, sex, age, national origin or disability.
2. Programs must provide a copy of their current license issued from the Bureau of Child Care Licensing.
3. All grant recipients must be registered with their local Child Care Resource and Referral Agency.
4. Staff from the Office of Work & Family Life shall have access to the program for site visits.
5. **Grantees shall 1) complete all purchases of cribs 2) submit receipts or invoices showing payment has been made, and 3) submit pictures of the cribs purchased within six weeks of receiving the grant check. Please mail the receipts and pictures to the Office of Work and Family Life/Office of Child Care, Attn. JoEllen Robbins, 1385 South State St., SLC, UT 84115.**
6. If required documentation is not provided and/or the terms and conditions of this grant are not met, programs may be suspended from participating in future grant programs administered by the Office of Work and Family Life.
7. Grantees must agree to dispose of any crib that is replaced with grant funds. Old cribs may not be given or sold to other parties.
8. Grantees must be able to meet all applicable state and federal laws and regulations, including the Federal Office of Management & Budget (OMB) circulars for services.

Part Two: Submittal Process

General Information

1. To obtain copies of the application form or to address questions regarding the application process, contact JoEllen Robbins at the Department of Workforce Services, Office of Work and Family Life, 1385 S State St, Salt Lake City, Utah, 84115, by phone at 801-468-0033 or by e-mail at jorobbins@utah.gov.
2. Costs incurred in the preparation and submission of the application are the responsibility of the individual, organization or agency submitting the application and

will not be reimbursed. Faxed copies will not be accepted nor can we accept applications via email.

3. **To submit your application, mail or hand deliver one (1) original and (1) copy of the application to Sharrif Dajany, Department of Workforce Services, Procurements and Contracts, 1385 S State St, Salt Lake City, Utah, 84115. Applications MUST be received before 5:00 P.M. on March 30, 2012. Applications received after 5:00 P.M. cannot be accepted.**

Format Requirements

1. Applications may be hand written or typed. If hand written, print clearly and legibly. If typed, use a 10-12 point type.
2. Application pages must be fastened together.
3. Documents must be placed in the application packet in the order listed in Part Four on page 7.

NOTE: Applications that are missing any of the items listed above or are not formatted exactly like the original application will not be processed.

Part Three: Instructions for Completing the Grant Application

1) Complete the Application

- a) Child Care Centers will determine their funding level for cribs by dividing the number of enrolled children in March **OR** June **OR** September 2011 who received DWS child care subsidy funds by the average daily attendance number.
 - If less than 20 percent of the center wide population received state subsidy in the month you selected, you are eligible for up to \$650.00 for a group of eight (8) infants or \$325.00 for a group of four (4).
 - If between 20 and 40 percent of the center wide population received state subsidy in the month you selected, children you are eligible for \$1,350.00 for a group of eight (8) infants or \$675.00 for a group of four (4).
 - If 40 percent or more of the center wide population received state subsidy in the month you selected, you are eligible for \$2,000.00 for a group of eight (8) or \$1,000.00 for a group of four (4).
- i) Documentation of Average Daily Attendance (ADA) must be attached to the application form for verification purposed. No more than one sheet may be used per classroom to document attendance for one month. If a computer program is used that can generate attendance for each class for an entire month, this may be submitted as documentation. If there is no program

- capable of this, the ADA for each classroom must be transferred to Form 1 provided in this application. (Please see sample page)
- ii) Add together the attendance number from **every** classroom, for every day you are open for the month you have selected. Now divide that number by the number of days you are open. Round the number up. The answer is your average daily attendance for the month.
- 2) Take pictures of the crib(s) that the program is currently using as sleeping equipment for children one year of age and younger. Make color copy photos of the crib(s) and fit on to an 8 ½ X 11 page. (Maximum four pictures to a page)**
- 3) Provide a class list that shows children's first names only and birth dates for children one year old and younger.**
- a) For Family Child Care Providers: Include first name only and birth date for each child one year old and younger.
- b) Centers: Provide a class list for each classroom that currently serves children one year of age and younger. Include the first name and birth date of each child currently attending.
- 4) Select the crib(s) you would like to purchase**
- a) All cribs must be purchased from early childhood education catalogs and vendors.
- b) Grant funds may only be used to purchase cribs specified in your grant application.
- c) You must use a vendor that can provide a certificate of compliance for the product you wish to purchase. At this time, DWS is aware of a number of vendors that have provided certificates and are selling cribs in compliance with the federal regulations. They are the following: Lakeshore, Kaplan, Discount School Supply, ECMD, Constructive Playthings, Community Playthings, Teacher's School Supply, and Church Products. (The last vendor is the only one we are aware of that have compliant stackable cribs) If you want to purchase from a different vendor please request prior approval from the DWS Program Specialist, JoEllen Robbins.
- d) Find the crib you would like to purchase either on-line or in a catalog. If you are using a catalog, be sure it is the most current catalog. Make a copy of the page from the catalog that displays the crib you wish to purchase or print the page off the website and highlight the item number of the crib you are requesting. The page must identify the vendor and item number.
- e) Next, contact the vendor and ask for the following:
- 1) Request a quote/bid from the vendor you have selected for the number of cribs you plan to purchase. Include shipping costs and tax if applicable. Be sure to explain that you are a provider in Utah using grant funds, as some vendors

will give you additional discounts and/or free shipping if they know you are using grant money to pay for your purchase.

- It is very important that you tell the vendor when you get the quote that you will not actually have the funds for a few months. Most vendors will make notations on the quote to "hard code" the price quoted.
- The total amount in the quote/bid is the maximum amount you may apply for, up to your qualifying amount. The amount of money you will receive will be for actual costs, not to exceed the eligibility amount. This means that if you qualify for \$2,000.00 and your total order comes to \$2,221.00 you will receive \$2,000.00 from the grant and need to pay the balance of \$221.00 from your personal funds. If you qualify for the same amount and your quote/bid is for \$1,890.00, that is the actual amount you will receive.
- **A copy of the quote/bid must be submitted with your application with the total showing the final cost circled.**

5) Look back over all items you have prepared and double check that you have included all required documentation and paperwork.

Part Four: Order of Application Paperwork/Checklist

The following documents must be placed in the application packet in the order listed below.

1. **Application Cover Sheet:** Fill out the application completely. Read the terms and conditions before signing it. All applications must have an original signature to be valid.
2. **Licensing Status:** A copy of your current child care license from the Bureau of Child Care Licensing, Department of Health.
3. **Attendance Records:** Centers only must attach Average Daily Attendance records for March **OR** June **OR** September 2011 (not sign in/out sheets) with children's names blacked out or with children's initials only.
4. **Photographs of Cribs Currently In Use**
5. **List of children's first names and birth dates 12 months old and younger for family providers OR class lists with first names and birth dates of children 12 months or younger in centers for each infant room.**
6. **Printed page from internet or copied page from early childhood vendor catalog identifying crib(s) you wish to purchase, including the product number and description.**

7. **A copy of the quote/bid provided by the vendor showing the quantity of cribs for purchase and the final cost of the crib(s) after tax and shipping.**

Part Five: Definitions

Child Care Center: A program that provides full-time, year around child care on a daily basis in lieu of what a parent would provide. Preschool programs and drop-in/hourly child care facilities are not covered under this definition.

Conditional License: A license issued by the Bureau of Licensing, Department of Health for continuing or chronic failure to comply with the licensing rules or for serious breaches of the rules that results in potential or actual harm to children.

Non-Competitive Grant Process- A non-competitive grant process accommodates all eligible programs. There is no required written proposal and programs do not have to compete with one another to receive funds. There are enough funds available to serve all eligible licensed centers and family child care providers. Every program that submits a completed application with all requested supporting documentation will receive some grant funds.

Child Care Resource and Referral (CCR&R): Child care support programs, partially funded by the Utah Office of Child Care, that are housed in local agencies. CCR&Rs provide training and technical assistance to child care providers and operate parent referral services. See Appendix E to locate your local CCR&R agency.

Part Six: Terms and Conditions

CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

INDEMNITY CLAUSE: The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

RECORDS ADMINISTRATION: The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and

Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.

COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS

- a. GRANTEE is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving federal funds under this Grant the following federal laws may apply: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Buy American Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Grant Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Grant.
- b. **Equal Opportunity Clause.** Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of the Department of Workforce Services Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.

TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

Infant Crib Replacement Grant Application

(Period of Performance: October 24, 2011 – March 30, 2012)

Name of Licensed Center or Family Child Care Business Name (as listed on your W-9 Tax ID Request Form)

Name of Owner _____ Name of Director _____

Street Address: _____

City: _____ Zip Code: _____ County: _____

Mailing Address: _____

Business Telephone # _____ Alternate Phone # _____

E-mail address _____ Tax ID #: _____

Please circle type of care situation: Center Based Family Child Care

Business type (check one):

Individual/Sole Proprietor Non-profit Organization Corporation Other

State Vendor Number (if you have already been assigned one): _____

Average daily attendance for March OR June OR September 2011: _____ (Centers Only)

Amount of funding being requested: _____

Classroom Information: Centers complete for each room where children 1-12 months are cared for.

1. Name of Classroom _____ Capacity _____

Age of youngest child enrolled (in months) _____ Of oldest child _____

2. Name of Classroom _____ Capacity _____

Age of youngest child enrolled (in months) _____ Of oldest child _____

3. Name of Classroom _____ Capacity _____

Age of youngest child enrolled (in months) _____ Of oldest child _____

The following documents must be attached before this application can be processed:

- Copy of current license from Bureau of Child Care Licensing
- Proof of center wide average daily attendance for the month of March OR June OR September, 2011 (Not Applicable for Family Providers)
- Color pictures of the cribs currently being used. (Must fit on one 8 1/2 X 11 page)

- ❑ A class list showing the birth dates of children currently attending infant rooms accommodating 1-12 month old children. For family child care, birth dates of children attending 1-12 months in age.
- ❑ Printed page from internet or copied page from catalog showing a picture of crib(s) that are being proposed for purchase, identifying the reputable early childhood vendor, including the item number(s).
- ❑ A copy of the bid from the vendor showing the cost of the crib(s), including shipping and tax.
- ❑ Mail completed application to: Office of Child Care
1385 So. State St.
Salt Lake City, Utah 84115
Attn: JoEllen Robbins

I agree to spend grant funds solely on the infant cribs identified in this application and to provide the Office of Child Care with copies of invoices showing payment has been made and pictures of the new cribs within six weeks after the check is received.

I agree to discontinue use of and dispose of the crib(s) that are replaced with these grant funds. Additionally, I understand I may not give the old cribs to family members for use or sell them to another party.

I understand that staff from the Office of Child Care may visit my program at any time to verify the cribs purchased with grant funds are in use.

I agree to comply with the following Terms and Conditions and understand that failure to do so may result in termination of grant opportunities for a specified period and/or the repayment of grant funds to the Department of Workforce Services, Office of Work and Family Life.

TERMS AND CONDITIONS:

CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

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Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

If applicable, GRANTEE will provide an explanation of the client's rights and protections under 29 CFR Part 37. GRANTEE will also provide a copy of the Department of Workforce Services Equal Opportunity Notice (English or Spanish version, DWS 09-15E-0900NCR or 09-15S-0201 respectively) to the client and maintain a copy in the client file.

TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

Signature of Owner

Date

Signature of Director

Date

Signature of DWS Executive Director

Date

Utah State Division of Finance

Date

OPTIONAL REQUESTED INFORMATION: For office and statistical use only: confidential

What is your monthly rate for Infant/Toddler Care? _____

What is the average hourly rate of pay for Infant/Toddler Caregivers? _____

Do you offer health insurance to employees? ____ If so, what is the monthly cost for you?

Do you offer other benefits to your employees? Vacation Pay? _____ Holiday Pay? _____

Sick Pay? _____ Reduced rates for staff children? _____

FORM 1

CLASSROOM ATTENDANCE RECORD

Center Name: _____ Center Address: _____ Classroom: _____ Month: _____

Child Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
1.																															
2.																															
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24.																															
25.																															
26.																															
Daily Total																															

Monthly Total:

Baby Steps Attendance Record

Center Name: XYZ Center Address: _____ Classroom: Infants Month: Sept., 2011

Child Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
1. Sam	X	X					X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
2. Maddie	X						X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
3. Lily	X	X					X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
4. Andrew	X	X					X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
5. Katie	X	X					X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
6. Olivia	X	X					X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
7. Caleb	X	X					X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
8. Blake							X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
9.																															
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11.																															
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25.																															
26.																															
Daily Total	7	5				4	7	8	6		8	8	7	7	7	7	7	8	7	7	6			7	7	8	7	6			

Monthly Total: 144