

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT TO ENTER INTO AGREEMENTS WITH CHAMBLISS CENTER FOR CHILDREN; CHILDREN'S ACADEMY FOR EDUCATION AND LEARNING; VOLUNTEER COMMUNITY SCHOOL; AND CHILD CARE NETWORKS OF HAMILL ROAD, BONNY OAKS, EAST RIDGE, THIRD STREET, MIDDLE VALLEY ROAD, AND CENTER FOR YOUTH AND FAMILY DEVELOPMENT FOR EARLY HEAD START AND HEAD START SERVICES FOR TWO HUNDRED NINETY-FIVE (295) INFANTS, TODDLERS, AND PRESCHOOL CHILDREN DURING THE SCHOOL YEAR TERM OF 2013-2014, FOR A TOTAL AMOUNT OF ONE MILLION TWO HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED ONE DOLLARS (\$1,231,501.00), AS SET FORTH MORE FULLY HEREIN, WHEREIN ALL THESE AGREEMENTS SHALL BE FUNDED BY GRANT FUNDS FOR EARLY HEAD START AND HEAD START SERVICES FROM THE UNITED STATES GOVERNMENT.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Youth and Family Development is authorized to enter into agreements for Early Head Start and Head Start Services for infants, toddlers, and preschool children during the school year term 2013-2014 as more fully outlined below:

1.	Children's Academy for Education and Learning	Early Head Start	16 toddlers	\$111,864.00
2.	Children's Academy for Education and Learning	Head Start	17 preschool children during school year term	\$40,460.00
3.	Pro-Re-Bona Early Learning Center	Early Head Start	24 infants and toddlers	\$167,796.00
4.	Pro-Re-Bona Early Learning Center	Head Start	17 preschool children during school year term	\$40,460.00

5.	Volunteer Community School	Early Head Start	16 infants and toddlers	\$111,864.00
6.	Chambliss Center for Children	Head Start	30 preschool children during the school year	\$71,400.00
7.	Childcare Networks of Hamill Road, Middle Valley, East Ridge, and East 3 <sup>rd</sup> Street	Early Head Start	48 infants and toddlers	\$341,280.00
8.	Childcare Networks of Hamill Road, Redlands Drive, East Ridge, and East 3 <sup>rd</sup> Street	Head Start	85 preschool children	\$209,525.00
9.	Center for Youth and Family Development	Head Start	34 preschool children during the school year	\$80,920.00
10.	Center for Youth and Family Development	Early Head Start	8 infants and toddlers	\$55,932.00
	Totals		295 children	\$1,231,501.00

All these agreements shall be funded by grant funds for the Department of Youth and Family Development from the United States Government.

ADOPTED: \_\_\_\_\_, 2013

/mms

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: July 9, 2013

Preparer: Sherry Hutsell, Director

Department: Youth & Family Development/Head Start

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # \_\_\_\_\_ Council District # \_\_\_\_\_

To provide services to 183 preschoolers and 112 infants and toddlers thru collaborations between Head Start/Early Head Start and Signal Center, INC; Children's Home-Chamblis Shelter; Youth & Family Development 12th Street, and Child Care Networks.

Name of Vendor/Contractor/Grant, etc.	_____	New Contract/Project? (Yes or No)	_____	New Annual Contract	_____
Total project cost \$	1,231,501.00	Funds Budgeted? (YES or NO)	Yes		
Total City of Chattanooga Portion \$	0	Provide Fund		8529	
City Amount Funded \$	0	Provide Cost Center	N00303- \$442,765/ N00301- \$788,736		
New City Funding Required \$	0	Proposed Funding Source if not budgeted	_____		
City's Match Percentage %	0%	Grant Period (if applicable)	7/1/13-6/30/14		

### List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$1,231,501.00	Department of Health and Human Services, Administration for Children and Families.
\$	
\$	

Agency Grant Number 04CH0047-000

CFDA Number if known

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

These are contracts which are renewed annually. They are all written in our grant proposal/award.

Approved by: Donna H. Stone

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: October, 2011

CONTRACT

Between  
CITY OF CHATTANOOGA  
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT  
HEAD START/EARLY HEAD START PROGRAM

and

PRO-RE-BONA EARLY LEARNING CENTER  
CHAMBLISS CENTER FOR CHILDREN

**HEAD START**  
2013-2014

**THIS CONTRACT** made and entered into by and between the Chattanooga Head Start/Early Head Start Program, hereinafter referred to as Head Start Program with principal office at 2302 Ocoee Street, Chattanooga, Tennessee 37406 and the Pro-Re-Bona Chambliss Center for Children, herein after referred to as Pro-Re-Bona, with its principal office at 1707 Dodds Avenue, Chattanooga, Tennessee 37404 is to be effective for the 2013-2014 program year.

**WITNESSETH**

**WHEREAS**, The Head Start/Early Head Start Program is authorized under the provisions of the **Improving Head Start School Readiness Act of 2007** to provide services to children and families; and

**WHEREAS**, The Head Start Program desires to form a collaborative partnership with Pro-Re-Bona to serve seventeen (17) children, ages 3 years through 4 years, at Pro-Re-Bona who are determined to be eligible for the Head Start Program according to 45 CFR 1305.4, H.S. Performance Standards; and

**WHEREAS**, Pro-Re-Bona presently has available programs, services and facilities for eligible Head Start children and families and desires to provide said services to the Head Start Program under a collaborative agreement.

**NOW, THEREFORE**, in consideration of the mutual promises the parties hereunder, and for other good and valuable considerations the receipt of which is hereby acknowledged, the Head Start Program and Pro-Re-Bona hereby enter into a contract for services as described below:

### Performance Standards and Licensing Requirements

- Pro-Re-Bona and the Head Start Program agree to be subject to and operate under the rules and regulations of the Head Start Performance Standards and the Tennessee Department of Human Services Child Care Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to, the **seventeen (17)** children and their families enrolled in the Pro-Re-Bona/Head Start Collaboration Program.

### Reimbursement from Funding Resources

- Pro-Re-Bona and the Head Start Program shall comply with the federal and state laws and shall cooperate with each other to the extent reasonably necessary in order to obtain approval of the program and of expenditures thereunder in order that Pro-Re-Bona and the Head Start Program may obtain reimbursement from Tennessee Department of Human Services, United Way, Administration for Children, Youth and Families and other funding resources for its expenditures under this collaborative partnership agreement in accordance with the provisions of the Improving Head Start School Readiness Act of 2007.
- The amount of payment for instructional services to Head Start Children is \$70.00 per week, or \$14.00 per day, based on enrollment. Invoices for payment from City of Chattanooga Head Start/Early Head Start must be submitted in the first week of the month for reimbursement of prior monthly services.
- Pro-Re-Bona will receive USDA reimbursement directly from the Child and Adult.

### Operational Services

- Pro-Re-Bona agrees to purchase toys, books, equipment and supplies during the fiscal year. Such books, toys, equipment and supplies will be purchased based on requirements of the Day Care Licensing and Head Start Performance Standards approved supply/equipment list.

Any additional equipment and supplies recommended by Head Start will be secured and provided by Head Start through their normal Head Start purchasing procedures. Equipment and supplies provided to Pro-Re-Bona shall be equivalent to but not greater than, those used by the other Head Start Centers. In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment previously purchased by City of Chattanooga Head Start will be returned to the Head Start program.

- Pro-Re-Bona will be responsible for maintenance and upkeep of the Head Start classroom and playground including repairs, purchase of mulch, etc.

#### Insurance Requirements

- Pro-Re-Bona agrees to carry general liability and property insurance and to furnish City of Chattanooga Head Start a copy of such insurance upon request.

#### In-Kind

- Pro-Re-Bona agrees to furnish in-kind for space costs for one (1) Head Start classroom, one (1) office and one (1) playground.

#### Meals

- Pro-Re-Bona agrees to furnish breakfast, lunch and afternoon snack for the Head Start children in the collaboration classrooms based on the hours the child is in the center. Pro-Re-Bona will claim meals, kitchen supplies and the salary of the cook on their Child and Adult Care Food Program (CACFP) Report.

#### Staff Qualifications

- Pro-Re-Bona shall certify that all children referred will be assigned to certified and/or licensed teachers, teacher assistants and therapists and no teacher, teacher assistant, or therapist not in good standing with his/her licensing/certifying agency will be assigned to any children so enrolled.
- Head Start teachers must have an AA degree or higher in Early Childhood and Teacher Assistants must have at

least a CDA with Pre-School endorsement.

#### Joint Planning

- Pro-Re-Bona and Head Start staff will work together to plan activities and create an environment that assures that the developmental needs of the children and families enrolled under the collaborative partnership agreement are met. Joint planning sessions will be scheduled on a regular basis, with guidance from Pro-Re-Bona and Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. **PRO RE BONA AGREES TO GIVE THE HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.**

#### Staff Training

- Pro-Re-Bona agrees to furnish substitutes for Head Start staff to attend Head Start Pre-Service and all other required Head Start training.

#### Joint Staff Supervision and Evaluation

- Pro-Re-Bona and the Head Start Program supervisory staff will jointly monitor the job performance of the collaboration staff. Head Start supervisory staff will provide written information, based on observations, to the Pro-Re-Bona Director. This information will document staff performance based on their job description, Head Start Performance Standards and Day Care Licensing requirements. This information will be used by Head Start supervisory staff and Pro-Re-Bona supervisory staff as a basis for training and career development.

#### Employee Dissatisfaction and Grievances

- Pro-Re-Bona/Head Start collaboration staff will follow policies for addressing employee dissatisfaction and grievances. Unless resolution of an issue at the Pro-Re-Bona level results in the violation of Head Start Program Performance Standards, Tennessee Day Care Licensing regulations, or the applicable resolutions, the decision of Pro-Re-Bona shall be binding.

### Services Provided by Head Start/Early Head Start

- The Head Start Program agrees to provide the following services for Pro-Re-Bona/Head Start collaboration children, parents and staff in accordance with the Head Start Performance Standards with assistance from and in collaboration with Pro-Re-Bona:
  - Coordination of all Content Areas by the Head Start/Early Head Start Collaboration Partnership Manager and a Mentor Lead Teacher assigned to the center
  - Parent Involvement Services and Training
  - Family Services and Training
  - Mental Health Services and Training
  - Health Services and Training
  - Disabilities Services and Training
  - Nutrition Training and Menu Planning
  - Disabilities Consultation with the Head Start/Early Head Start Disabilities Coordinator and Disabilities Training
  - Interpreter Services
  - Educational Consultation, classroom observations, monitoring and training
  - Parent Representation on the Pro-Re-Bona/Head Start Parent Committee and Head Start/Early Head Start Policy Council
  - Annual Self-Assessment Process
  - Staff and parent training, as required by Performance Standards and as deemed necessary by Pro-Re-Bona and Head Start

### Curriculum

- Pro-Re-Bona and the Head Start Program agree to implement curricula as required by Head Start Performance Standards on Education and Early Childhood Development, as a foundation for the child's successful transition to and participation in kindergarten. Pro-Re-Bona and the Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs,

as required by the Head Start Performance Standards. Pro-Re-Bona agrees to implement the Developmental Learning Materials Curriculum for the Head Start class and other curriculum as required by Head Start.

#### Transportation

- The Head Start Program agrees to provide transportation for field trips and special events for Head Start children and families enrolled in the collaboration classrooms.

#### Materials

- The Head Start Program agrees to select, with input from Pro-Re-Bona staff, and provide materials that are required to meet Head Start Performance Standards.
- Pro-Re-Bona agrees to furnish all materials that are required to meet Tennessee Licensing Standards.

#### Health and Safety Inspection

- Pro-Re-Bona and the Head Start Program agree that a representative of the Head Start Program will monitor and conduct health and safety inspections on a regular basis, in the Head Start classroom, parent involvement room, kitchen, office and playground at the Pro-Re-Bona Day Nursery. Findings from these inspections will be discussed with the Pro-Re-Bona Director and the Head Start/Early Head Start Collaborations Team Manager for appropriate corrective action when needed.

#### Media Coverage

- No child or family member/guardian may be photographed or videotaped without expressed written consent from the parent/guardian. Media coverage and materials for the collaboration classrooms must give recognition to the City of Chattanooga Head Start Program, the Federal Head Start Program and Pro-Re-Bona.

#### Smoke Free, Toxin Free, Drug Free Workplace

- Pro-Re-Bona/Head Start Program agree to operate the collaboration classroom in accordance with the Chattanooga Head Start Program's policies and procedures, Administration IV-J 22, 23, 24, the City of

Chattanooga's policies and procedures regarding Alcohol and Drugs and by other applicable federal policies regarding smoke free, toxin free and drug free workplace.

Partisan Political Activities

- Pro-Re-Bona and the Head Start Program agree to operate the collaboration classroom in accordance with the City of Chattanooga Department of Youth and Family Development Administrative policies and procedures on partisan political activities.

Religious Activity Prohibited

- Pro-Re-Bona and the Head Start are prohibited from engaging in religious worship instruction or proselytizing as part of or in connection with the performance of this contract.

Parent Fees

- Pro-Re-Bona and the Head Start Program agree that services provided under this contract shall be at no cost to the parents. Billing parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent, so long as the parent does not incur any out-of-pocket expense.
- Reimbursement for services provided for before and after Head Start hours will be the sole responsibility of the Pro-Re-Bona. Pro-Re-Bona will access the Child Care Certificate Program through the Tennessee Department of Human Services to secure funding for before and after Head Start care. The Child Care Certificate Program requires that parents be assessed a fee based on a sliding scale to be eligible to receive Child Care Certificates. Pro-Re-Bona will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly. If a Child Care Certificate is not available the parent will have the option of paying for before and after care.

### Parent/Community Complaints

- Pro-Re-Bona Head Start Collaboration classrooms will abide by the Head Start Program Design and Management, Program Governance Policies and Procedures III,A,9a as it relates to hearing and resolving Parent/Community Complaints. Pro-Re-Bona supervisory staff will be included in every step of the process.

### Confidentiality of Records

- In all matters pertaining to the records of the children and families maintained by Pro-Re-Bona and by Head Start, both programs will comply with the Tennessee Public Records Act, T.C.A. S10-7-501, et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Records will be made available on a "need to know basis", to authorized personnel of the Pro-Re-Bona and the Head Start Program, including special education staff, teachers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Pro-Re-Bona and Head Start further agree to notify each other of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. Pro-Re-Bona and the Head Start Program will not release records pertaining to a student's evaluation to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.
- All policies of the Health Insurance Accounting Act of 1996 (HIPAA) will be followed in releases of client information.

### Records

- Pro-Re-Bona agrees to provide any necessary records for monitoring and licensing purposes. Pro-Re-Bona and Head Start agree that the auditor for either program or those

of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recordings, agreements and contracts for the purpose of examination, excerpts and transcription.

Statement of Non-Discrimination

- Pro-Re-Bona/Head Start Program shall not discriminate against any employee or applicant for employment because of race, color, religion, disability or national origin, and;
  - a. Shall take affirmative action to ensure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability or national origin, and
  - b. Shall in all solicitations or advertisements for employee's state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or national origin.

Tennessee Governmental Tort Liability Act

- Pro-Re-Bona hereby agrees to defend, indemnify and hold harmless the Head Start Program and the respective governing body thereof from any negligent act of its employees covered within the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. S29-20-101, et seq. to the extent of the limits of liability set forth therein for governmental entities, arising out of or related to, directly or indirectly, the rendering of services by Head Start pursuant to this Agreement.

License Requirement

- Pro-Re-Bona and Head Start represent that they are duly licensed by and in good standing with the State of Tennessee, that staff are properly certified to practice their specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, no staff members have been convicted of a

felony and that no disciplinary charges have been filed against them with the relevant Tennessee licensing agency. Pro-Re-Bona and Head Start further agree to report to each other any background investigation undertaken by or on behalf of each other.

#### Legal Proceedings

- Pro-Re-Bona/Head Start Program agree to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to either program, in any legal proceedings arising from alleged failure of either program to comply with Federal and State Laws.

#### Modification of Agreement

- This agreement may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

#### Termination of Agreement

- This agreement may be terminated, without cause, by either party by giving written notice to the other, at least thirty (30) days before the effective date of such termination. This agreement may be terminated immediately by either party for cause, which cause may include but not be limited to:
  - a. Non-compliance with applicable rules, regulations and procedures (state, federal and local).
  - b. Non-compliance with this agreement and the failure to cure such non-compliance within 15 days after notice to the Administrator of each program.

#### Notice of Federal Interest

- Should either party terminate the contract, the Head Start Program shall then withhold payments for salaries, services, equipment, toys and materials referred to in this agreement. Return of Head Start properties to the Head Start Program will be executed upon termination of agreement.

#### Property Liability

- Notwithstanding the above, Pro-Re-Bona and Head Start

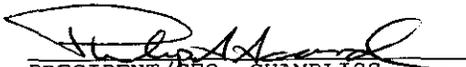
shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

Terms of Service

- The terms of this agreement shall commence beginning on August 19, 2013 and end on May 13, 2014.
- Head Start class hours will be four hours each day from 9:00 a.m. - 1:00 p.m.
- Under this contract the total number of days will be 170. This excludes attendance in Head Start for the weeks of fall break, Christmas/New Year winter break and spring break. If parents need services during these dates, they will need to make the request to the Pro-Re-Bona Center Director to work out an agreement for continued services during the above listed weeks.

  
\_\_\_\_\_  
CHAIRMAN OF BOARD, PRO-RE-BONA  
EARLY LEARNING CENTER

  
\_\_\_\_\_  
ADMINISTRATOR, DEPARTMENT OF  
YOUTH AND FAMILY DEVELOPMENT

  
\_\_\_\_\_  
PRESIDENT/CEO, CHAMBLISS  
CENTER FOR CHILDREN

  
\_\_\_\_\_  
DIRECTOR, HEAD START/EARLY  
HEAD START PROGRAM

*WKB*

CONTRACT

Between

CITY OF CHATTANOOGA  
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT  
HEAD START/EARLY HEAD START PROGRAM

and

VOLUNTEER COMMUNITY SCHOOL  
CHAMBLISS CENTER FOR CHILDREN

**EARLY HEAD START**  
2013-2014

**THIS CONTRACT** made and entered into by and between the Chattanooga Head Start/Early Head Start Program, hereinafter referred to as Early Head Start Program with principal office at 2302 Ocoee Street, Chattanooga, Tennessee 37406 and the Volunteer Community School/Chambliss Center for Children, herein after referred to as the Volunteer Community School, with its principal office at 506 Spears Avenue, Chattanooga, Tennessee 37405 is to be effective for the 2013-2014 program year.

**WITNESSETH**

**WHEREAS**, The Early Head Start Program is authorized under the provisions of the **Improving Head Start School Readiness Act of 2007** to provide services to children and families; and

**WHEREAS**, The Early Head Start Program desires to form a collaborative partnership with the Volunteer Community School to serve SIXTEEN(16) children, ages one year through 3 years at the Volunteer Community School, who are determined to be eligible for the Early Head Start Program according to 45 CFR 1305.4, H.S. Performance Standards; and

**WHEREAS**, Volunteer Community School presently has available programs, services and facilities for eligible Early Head Start children and families and desires to provide said services to the Early Head Start Program under a collaborative agreement.

**NOW, THEREFORE**, in consideration of the mutual promises

the parties hereunder, and for other good and valuable considerations the receipt of which is hereby acknowledged, the Early Head Start Program and the Volunteer Community School hereby enter into a contract for services as described below:

Performance Standards and Licensing Requirements

- The Volunteer Community School and the Early Head Start Program agree to be subject to and operate under the rules and regulations of the Head Start Performance Standards and the Tennessee Department of Human Services/Child Care Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to the sixteen (16) toddlers and their families and enrolled in the Volunteer Community School/Early Head Start Collaboration Program.

Reimbursement from Funding Resources

- The Volunteer Community School and the Early Head Start Program shall comply with the federal and state laws and shall cooperate with each other to the extent reasonably necessary in order to obtain approval of the program and of expenditures there under in order that Volunteer Community School and the Early Head Start Program may obtain reimbursement from Tennessee Department of Human Services, United Way, Administration for Children, Youth and Families and other funding resources for its expenditures under this collaborative partnership agreement in accordance with the provisions of the Improving Head Start Act of 2007.
- The amount of payment for instructional services to Early Head Start Children is \$29.50 per day per child for sixteen (16) toddlers. Invoices for payment from City of Chattanooga Early Head Start must be submitted during the first week of the month for reimbursement of prior monthly services.

- Volunteer Community School will receive USDA reimbursement directly.

#### Operational Services

- Any additional equipment, renovations and supplies recommended by Early Head Start will be secured and provided by Volunteer Community School. Equipment and supplies provided by Volunteer Community School shall be equivalent to but not greater than those used by the other Early Head Start centers.
- In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment previously purchased by City of Chattanooga Early Head Start must be returned to the Early Head Start Program.
- Volunteer Community School will be responsible for maintenance and upkeep of the Early Head Start classrooms and playground including repairs, purchase of mulch, etc.

#### Insurance Requirement

- The Volunteer Community School agrees to carry general liability and property insurance and to furnish City of Chattanooga Head Early Head Start a copy of such insurance upon request.

#### Space In-Kind

- The Volunteer Community School agrees to furnish the Early Head Start Program, in-kind for space costs for two (2) Early Head Start classrooms, one (1) parent room, one (1) office, one(1) playground and one (1) gymnasium.

#### Meals

- The Volunteer Community School agrees to furnish breakfast, lunch and afternoon snack for the Early Head Start children in the collaboration classrooms based on the hours the child is in the center. Volunteer Community School will claim meals, kitchen supplies and

the salary of the cook on their Child and Adult Care Food Program (CACFP) Report.

- Volunteer Community School will receive USDA reimbursement directly from the USDA Child Care Program.

#### Staff Qualifications

- The Volunteer Community School shall certify that all children referred will be assigned to certified and/or licensed caregivers and therapists and no caregiver, or therapist not in good standing with his/her licensing/certifying agency will be assigned to any children so enrolled. All Primary Caregivers (teachers) must have at least a CDA Credential with Infant-Toddler Endorsement WHEN HIRED.

#### Staff Training

- Volunteer Community School agrees to furnish substitutes for all Volunteer Community School to attend Head Start/Early Head Start Pre-Service and all other required Early Head Start training.

#### Joint Planning

- The Volunteer Community School and Early Head Start staff will work together to plan activities and create an environment that assures that the developmental needs of the children and families enrolled under the collaborative partnership agreement are met. Joint planning sessions will be scheduled on a regular basis, with guidance from the Volunteer Community School and Early Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. Volunteer Community School must agree to give teaching staff one hour joint planning time each day when not in direct supervision of children and other classroom responsibilities.

#### Joint Staff Supervision and Evaluation

- The Volunteer Community School and the Early Head Start

Program supervisory staff will jointly monitor the job performance of the collaboration staff. Early Head Start supervisory staff will provide written information, based on observations, to the Volunteer Community School Executive Director. This information will document staff performance based on their job description, Head Start Performance Standards and Day Care Licensing requirements. This information will be used by Early Head Start supervisory staff and Volunteer Community School's Executive Director as a basis for training, career development, promotion and increases in salary.

- Volunteer Community School/Early Head Start collaboration staff will follow Volunteer Community School policies for addressing employee dissatisfaction and grievances. Unless resolution of an issue at the Volunteer Community School level results in the violation of Head Start Program Performance Standards, Tennessee Day Care Licensing regulations, or the applicable resolutions, the decision of Volunteer Community School shall be binding.

#### Services Provided by Early Head Start

- The Early Head Start Program agrees to provide the following services for Volunteer Community School/Early Head Start collaboration children, parents and staff in accordance with the Head Start Performance Standards with assistance from and in collaboration with Volunteer Community School:
  - Coordination of all Content Areas by the Head Start/Early Head Start Multidisciplinary Team Managers and Mentor Lead Teacher assigned to the center
  - Parent Involvement Services and Training
  - Family Services and Training
  - Mental Health Services and Training
  - Health Services and Training

- Disabilities Services and Training
- Nutrition Training and Menu Planning
- Disabilities Consultation with the Head Start/Early Head Start Disabilities Coordinator and Disabilities Training
- Interpreter Services
- Educational Consultation, classroom observations, monitoring and training
- Parent Representation on the Volunteer Community School/Early Head Start Parent Committee and Head Start/Early Head Start Policy Council
- Annual Self-Assessment Process
- Staff training, as required by Performance Standards and as deemed necessary by Volunteer Community School and Early Head Start staff.

#### Curriculum

- The Volunteer Community School and the Early Head Start Program agree to implement curricula as required by Head Start Performance Standards on Education and Early Childhood Development, as a foundation for the child's successful transition to and participation in Head Start or other appropriate preschool programs. The Volunteer Community School and the Early Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, as required by the Head Start Performance Standards. The Creative Curriculum for Infants and Toddlers will be the curriculum to be used in all classrooms.

#### Transportation

- The Early Head Start Program agrees to provide transportation for field trips, special events and appointments for Early Head Start children, pregnant women and families enrolled in the collaboration classrooms.

### Materials

- The Early Head Start Program agrees to select, with input from Volunteer Community School staff, and provide materials that are required to meet Head Start Performance Standards.
- Volunteer Community School agrees to furnish all materials that are required to meet Tennessee Licensing Standards.

### Health and Safety Inspection

- The Volunteer Community School and the Early Head Start Program agree that a representative of the Early Head Start Program will monitor and conduct health and safety inspections on a regular basis, in the three Early Head Start classrooms, parent involvement room, office, kitchen and playground at the Volunteer Community School. Findings from these inspections will be discussed with the Volunteer Community School Executive Director and the Head Start/Early Head Start Collaborations Manager for appropriate corrective action when needed.

### Media Coverage

- No child or family member/guardian may be photographed or videotaped without expressed written consent from the parent/guardian. Media coverage and materials for the collaboration classrooms must give recognition to the City of Chattanooga Early Head Start Program, the Federal Head Start Program and the Volunteer Community School.

### Smoke Free, Toxin Free, Drug Free Workplace

- The Volunteer Community /Early Head Start Program agree to operate the collaboration classrooms in accordance with the Chattanooga Early Head Start Program's policies and procedures, Administration IV-J 22, 23, 24, the City of Chattanooga's policies and procedures regarding Alcohol and Drugs and by other applicable federal

policies regarding smoke free, toxin free and drug free workplace.

Partisan Political Activities

- The Volunteer Community School and the Early Head Start Program agree to operate the collaboration classrooms in accordance with the City of Chattanooga Department of Youth and Family Development Administrative policies and procedures on partisan political activities.

Religious Activity Prohibited

- The Volunteer Community School and the Early Head Start Program are prohibited from engaging in religious worship instruction or proselytism as part of or in connection with the performance of this contract.

Parent Fees

- The Volunteer Community School and the Early Head Start Program agree that services provided under this contract shall be at no cost to the parents. Billing parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent, so long as the parent does not incur any out-of-pocket expense.
- Reimbursement for services provided for before and after Early Head Start hours will be the sole responsibility of the Volunteer Community School. The Volunteer Community School will access the Child Care Certificate Program through the Tennessee Department of Human Services to secure funding for before and after Early Head Start care. The Child Care Certificate Program requires that parents be assessed a fee based on a sliding scale to be eligible to receive Child Care Certificates. The Volunteer Community School will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly. If Child Care Certificate Program is not available the parent will have the option of paying for

before and after care.

Parent/Community Complaints

- The Volunteer Community School/Early Head Start Collaboration classrooms will abide by the Head Start Program Design and Management, Program Governance Policies and Procedures III,A,9a as it relates to hearing and resolving Parent/Community Complaints. The Volunteer Community School supervisory staff will be included in every step of the process.

Confidentiality of Records

- In all matters pertaining to the records of the children and families maintained by the Volunteer Community School and by Early Head Start, both programs will comply with the Tennessee Public Records Act, T.C.A. S10-7-501, et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Records will be made available on a "need to know basis", to authorized personnel of the Volunteer Community School and the Early Head Start Program, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Volunteer Community School and Early Head Start further agree to notify each other of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. Volunteer Community School and the Head Early Head Start Program will not release records pertaining to a student's evaluation to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

- All policies of the Health Insurance Probability and Accounting Act of 1996 (HIPPA) will be followed in releasing client information.

#### Records

- The Volunteer Community School agrees to provide any necessary records for monitoring and licensing purposes. The Volunteer Community School and Head Early Head Start agree that the auditor for either program or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recordings, agreements and contracts for the purpose of examination, excerpts and transcription.

#### Statement of Non-Discrimination

- The Volunteer Community School/Early Head Start Program shall not discriminate against any employee or applicant for employment because of race, color, religion, disability or national origin, and;
  - a. Shall take affirmative action to ensure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability or national origin, and
  - b. Shall in all solicitations or advertisements for employee's state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or national origin.

#### Tennessee Governmental Tort Liability Act

- The Volunteer Community School hereby agrees to defend, indemnify and hold harmless the Early Head Start Program and the respective governing body thereof from any negligent act of its employees covered within the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. S29-20-101, et seq. to the extent of the

limits of liability set forth therein for governmental entities, arising out of or related to, directly or indirectly, the rendering of services by Head Start/Early Head Start pursuant to this Agreement.

#### License Requirement

- The Volunteer Community School and Early Head Start Program represent that they are duly licensed by and in good standing with the State of Tennessee, that staff are properly certified to practice their specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, no staff members have been convicted of a felony and that no disciplinary charges have been filed against them with the relevant Tennessee licensing agency. Volunteer Community School and Head Early Head Start further agree to report to each other any background investigation undertaken by or on behalf of each other.

#### Legal Proceedings

- The Volunteer Community School/Early Head Start Program agree to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to either program, in any legal proceedings arising from alleged failure of either program to comply with Federal and State Laws.

#### Modification of Agreement

- This agreement may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

#### Termination of Agreement

- This agreement may be terminated, without cause, by either party by giving written notice to the other, at least thirty (30) days before the effective date of such termination. This agreement may be terminated immediately by either party for cause, which cause may include but not be limited to:

- a. Non-compliance with applicable rules, regulations and procedures (state, federal and local).
- b. Non-compliance with this agreement and the failure to correct such non-compliance within 15 days after notice to the Director of each program.

Notice of Federal Interest

- Should either party terminate the contract, the Head Start/Early Head Start Program shall then withhold payments for services, equipment, toys and materials referred to in this agreement. Return of Early Head Start properties to the Head Early Head Start Program will be executed upon termination of agreement.

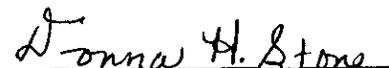
Property Liability

- Notwithstanding the above, Volunteer Community School and Head Star Early Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

Terms of Service

- The terms of this agreement shall commence July 1, 2013 and end June 30, 2014. Early Head Start will be 6 hours each day, times to be set according to center hours.
- Under this contract the total number of days for Early Head Start will be 237. This excludes attendance in EHS for the weeks of fall break, Christmas/New Year winter break and spring break. If parents need services during these dates they will need to make the request to the Volunteer School Executive Director to work out an agreement for continued services during the above weeks.

  
CHAIRMAN OF BOARD, VOLUNTEER  
COMMUNITY SCHOOL

  
ADMINISTRATOR, DEPARTMENT OF  
YOUTH AND FAMILY DEVELOPMENT

  
PRESIDENT/CEO, CHAMBLISS  
CENTER FOR CHILDREN

  
DIRECTOR, HEAD START/EARLY  
HEAD START PROGRAM

CONTRACT

Between

CITY OF CHATTANOOGA  
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT  
HEAD START/EARLY HEAD START PROGRAM

and

PRO-RE-BONA EARLY LEARNING CENTER  
CHAMBLISS CENTER FOR CHILDREN

**EARLY HEAD START**  
2013-2014

**THIS CONTRACT** made and entered into by and between the Chattanooga Early Head Start Program, hereinafter referred to Early Head Start Program with principal office at 2302 Ocoee Street, Chattanooga, Tennessee 37406 and the Pre-Re-Bon Early Learning Center/Chambliss Center for Children, herein after referred to as the Pro-Re-Bona with its principal office at 1707 Dodds Avenue, Chattanooga, Tennessee 37404 is to be effective for the 2012-2013 program year.

**WITNESSETH**

**WHEREAS, The** Early Head Start Program is authorized under the provisions of the **Improving Head Start School Readiness Act of 2007** to provide services to children and families; and

**WHEREAS, The** Early Head Start Program desires to form a collaborative partnership with the Pro-Re-Bona Center to serve twenty-four children, ages one year through 3 years at Pro-Re-Bona, who are determined to be eligible for the Early Head Start Program according to 45 CFR 1305.4, H.S. Performance Standards; and

**WHEREAS, Pro-Re Bona** presently has available programs, services and facilities for eligible Early Head Start children and families and desires to provide said services to the Head Start/Early Head Start Program under a collaborative agreement.

**NOW, THEREFORE,** in consideration of the mutual promises the parties hereunder, and for other good and valuable

considerations the receipt of which is hereby acknowledged, the Early Head Start Program and Pro-Re-Bona hereby enter into a contract for services as described below:

Performance Standards and Licensing Requirement

- Pro-Re-Bona and the Head Start/Early Head Start Program agree to be subject to and operate under the rules and regulations of the Head Start Performance Standards and the Tennessee Department of Human Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to the twenty-four (24) toddlers one to three years of age and their families enrolled in the Pro-Re-Bona/Early Head Start Collaboration Program.

Reimbursement from Funding Resources

- Pro-Re-Bona and Early Head Start Program shall comply with the federal and state laws and shall cooperate with each other to the extent reasonably necessary in order to obtain approval of the program and of expenditures there under in order that Pro-Re-Bona and the Early Head Start Program may obtain reimbursement from Tennessee Department of Human Services, United Way, Administration for Children, Youth and Families and other funding resources for its expenditures under this collaborative partnership agreement in accordance with the provisions of the Improving Head Start Act of 2007. The amount of payment for instructional and childcare services to Early Head Start children is \$29.50 per day for sixteen (16) toddlers. Invoices for payment from City of Chattanooga Head Start/Early Head Start must be submitted during the first week of the month for reimbursement of prior monthly services.
- Pro-Re-Bona will receive USDA reimbursement directly from the Child and Adult Food Program.

### Operation Services

- Any additional equipment, renovations and supplies recommended by Early Head Start will be secured and provided by Pro-Re-Bona. Equipment and supplies provided to Pro-Re-Bona shall be equivalent to but not greater than, those used by the other Early Head Start centers.
- In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment previously purchased by City of Chattanooga Early Head Start must be returned to the Early Head Start program.
- Pro-Re-Bona will be responsible for maintenance and upkeep of the Early Head Start classrooms and playground including repairs, purchase of mulch, etc.

### Insurance Requirement

- Pro-Re-Bona agrees to carry general liability and property insurance and to furnish City of Chattanooga Early Head Start a copy of such insurance upon request.

### Space In-Kind

Pro-Re-Bona agrees to furnish the Early Head Start Program, in-kind for pro-rata share for space costs for three (3) Early Head Start classrooms, one (1) parent room, one (1) office, and one(1) playground.

### Meals

- Pro-Re-Bona agrees to furnish breakfast, lunch and afternoon snack for the Early Head Start children in the collaboration classrooms based on the hours the child is in the center. Pro-Re-Bona will claim meals, kitchen supplies and the salary of the cook on their Child and Adult Care Food Program (CACFP) Report.
- Pro-Re-Bona will receive USDA reimbursement directly from the CACFP Program.

### Staff Qualifications

- Pro-Re-Bona shall certify that all children referred will be assigned to certified and/or licensed caregivers and therapists and no caregiver, or therapist not in good standing with his/her licensing/ certifying agency will be assigned to any children so enrolled. All Primary Caregivers (teachers) must have at least a CDA Credential with Infant-Toddler Endorsement WHEN HIRED.

### Staff Training

- Pro-Re-Bona agrees to furnish substitutes for all Children's Early Head Start staff to attend Head Start Pre-Service and all other required Early Head Start training.

### Joint Planning

- Pro-Re-Bona and Early Head Start staff will work together to plan activities and create an environment that assures that the developmental needs of the children and families enrolled under the collaborative partnership agreement are met. Joint planning sessions will be scheduled on a regular basis, with guidance from the Pro-Re-Bona and Early Head Start staff and parents for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. Pro-Re-Bona must agree to give teaching staff one hour joint planning time each day when not in direct supervision of children and other classroom responsibilities.

### Joint Staff Supervision and Evaluation

- Pro-Re-Bona and the Early Head Start Program supervisory staff will jointly monitor the job performance of the collaboration staff. Early Head Start supervisory staff will provide written information, based on observations, to the Pro-Re-Bona Director. This information will document staff performance based on their job description, Head Start

Performance Standards and Day Care Licensing requirements. This information will be used by Early Head Start supervisory staff and Pro-Re-Bona Director as a basis for training, career development, promotion and increases in salary.

- Pro-Re-Bona Early Head Start collaboration staff will follow Pro-Re-Bona policies for addressing employee dissatisfaction and grievances. Unless resolution of an issue at the Pro-Re-Bona level results in the violation of Head Start Program Performance Standards, Tennessee Day Care Licensing regulations, or the applicable resolutions, the decision of shall be binding.

Services Provided by Head Start/Early Head Start

- The Early Head Start Program agrees to provide the following services for Pro-Re-Bona Early Head Start collaboration children, parents and staff in accordance with the Head Start Performance Standards with assistance from and in collaboration with Pro-Re-Bona:
  - Coordination of all Content Areas by the Head Start/Early Head Start Multidisciplinary Team Managers and Mentor Lead Teacher assigned to the center
  - Parent Involvement Services and Training
  - Family Services and Training
  - Mental Health Services and Training
  - Health Services and Training
  - Disabilities Services and Training
  - Nutrition Training and Menu Planning
  - Disabilities Consultation with the Head Start/Early Head Start Disabilities Coordinator and Disabilities Training
  - Interpreter Services
  - Educational Consultation, classroom observations, monitoring and training

- Parent Representation on the Pro-Re-Bona/Early Head Start Parent Committee and Head Start/Early Head Start Policy Council
- Annual Self-Assessment Process
- Staff training, as required by Performance Standards and as deemed necessary by Pro-Re-Bona and Head Start/Early Head Start staff

#### Curriculum

- Pro-Re-Bona and the Early Head Start Program agree to implement curricula as required by Head Start Performance Standards on Education and Early Childhood Development, as a foundation for the child's successful transition to and participation in Head Start or other appropriate preschool programs. Pro-Re-Bona and the Early Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, as required by the Head Start Performance Standards. The Creative Curriculum for Infants and Toddlers will be the curriculum to be used in all classrooms.

#### Transportation

- The Early Head Start Program agrees to provide transportation for field trips, special events and appointments for Early Head Start children, pregnant women and families enrolled in the collaboration classrooms.

#### Materials

- The Early Head Start Program agrees to select, with input from Pro-Re-Bona staff, and provide materials that are required to meet Head Start Performance Standards.
- Pro-Re-Bona agrees to furnish all materials that are required to meet Tennessee Licensing Standards.

#### Health and Safety Inspection

- Pro-Re-Bona and the Early Head Start Program agree that a representative of the Early Head Start Program will

monitor and conduct health and safety inspections on a regular basis, in the three Early Head Start classrooms, parent involvement room, office, kitchen and playground at the Pro-Re-Bona Center. Findings from these inspections will be discussed with the Pro-Re-Bona Director and the Head Start/Early Head Start Collaborations Manager for appropriate corrective action when needed.

#### Media Coverage

- No child or family member/guardian may be photographed or videotaped without expressed written consent from the parent/guardian. Media coverage and materials for the collaboration classrooms must give recognition to the City of Chattanooga Human Services Department Early Head Start Program, the Federal Head Start Program and Pro-Re-Bona.

#### Smoke Free, Toxin Free, Drug Free Workplace

- Pro-Re-Bona and the Early Head Start Program agree to operate the collaboration classrooms in accordance with the Chattanooga Early Head Start Program's policies and procedures, Administration IV-J 22, 23, 24, the City of Chattanooga's policies and procedures regarding Alcohol and Drugs and by other applicable federal policies regarding smoke free, toxin free and drug free workplace.

#### Partisan Political Activities

- Pro-Re-Bona and the Early Head Start Program agree to operate the collaboration classrooms in accordance with the City of Chattanooga Department of Youth and Family Development Administrative policies and procedures on partisan political activities.

#### Religious Activity Prohibited

- Pro-Re-Bona and the Early Head Start Program are prohibited from engaging in religious worship instruction or proselytism as part of or in connection

with the performance of this contract.

#### Parent Fees

- Pro-Re-Bona and the Early Head Start Program agree that services provided under this contract shall be at no cost to the parents. Billing parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent, so long as the parent does not incur any out-of-pocket expense.
- Reimbursement for services provided for before and after Early Head Start hours will be the sole responsibility of Pro-Re-Bona. Pro-Re-Bona will access the Child Care Certificate Program through the Tennessee Department of Human Services to secure funding for before and after Early Head Start care. The Child Care Certificate Program requires that parents be assessed a fee based on a sliding scale to be eligible to receive Child Care Certificates. Pro-Re-Bona will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly. If a Child Care Certificate is not available the parent will have the option of paying for before and after care.

#### Parent/Community Complaints

- Pro-Re-Bona/Early Head Start Collaboration classrooms will abide by the Head Start Program Design and Management, Program Governance Policies and Procedures III,A,9a as it relates to hearing and resolving Parent/Community Complaints. The Pro-Re-Bona supervisory staff will be included in every step of the process.

#### Confidentiality of Records

- In all matters pertaining to the records of the children and families maintained by Pro-Re-Bona and by Early Head Start, both programs will comply with the Tennessee Public Records Act, T.C.A. S10-7-501, et seq., the Family Educational Rights and Privacy Act, 20 U.S.C.

1232 (g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Records will be made available on a "need to know basis", to authorized personnel of the Pro-Re-Bona and the Early Head Start Program, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Pro-Re-Bona and Early Head Start further agree to notify each other of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. Pro-Re-Bona and the Early Head Start Program will not release records pertaining to a student's evaluation to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

- All policies of the Health Insurance Probability and Accounting Act of 1996 (HIPPA) will be followed in releases of client information.

#### Records

- Pro-Re-Bona agrees to provide any necessary records for monitoring and licensing purposes. Pro-Re-Bona and Early Head Start agree that the auditor for either program or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recordings, agreements and contracts for the purpose of examination, excerpts and transcription.

#### Statement of Non-Discrimination

- Pro-Re-Bona Early Head Start Program shall not discriminate against any employee or applicant for employment because of race, color, religion, disability or national origin, and;

- a. Shall take affirmative action to ensure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability or national origin, and
- b. Shall in all solicitations or advertisements for employee's state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or national origin.

#### Tennessee Governmental Tort Liability Act

- Pro-Re-Bona hereby agrees to defend, indemnify and hold harmless the Early Head Start Program and the respective governing body thereof from any negligent act of its employees covered within the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. S29-20-101, et seq. to the extent of the limits of liability set forth therein for governmental entities, arising out of or related to, directly or indirectly, the rendering of services by Early Head Start pursuant to this Agreement.

#### License Requirement

- Pro-Re-Bona and/Early Head Start Program represent that they are duly licensed by and in good standing with the State of Tennessee, that staff are properly certified to practice their specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, no staff members have been convicted of a felony and that no disciplinary charges have been filed against them with the relevant Tennessee licensing agency. Pro-Re-Bona and Early Head Start further agree to report to each other any background investigation undertaken by or on behalf of each other.

#### Legal Proceedings

Pro-Re-Bona/Early Head Start Program agree to assist, by attending the preparatory meetings and providing the

necessary paperwork, prior to trial at no additional cost to either program, in any legal proceedings arising from alleged failure of either program to comply with Federal and State Laws.

#### Modification of Agreement

- This agreement may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

#### Termination of Agreement

- This agreement may be terminated, without cause, by either party by giving written notice to the other, at least thirty (30) days before the effective date of such termination. This agreement may be terminated immediately by either party for cause, which cause may include but not be limited to:
  - a. Non-compliance with applicable rules, regulations and procedures (state, federal and local).
  - b. Non-compliance with this agreement and the failure to correct such non-compliance within 15 days after notice to the Director of each program.

#### Notice of Federal Interest

- Should either party terminate the contract, the Early Head Start Program shall then withhold payments for sa services, equipment, toys and materials referred to in this agreement. Return of Early Head Start properties to the Early Head Start Program will be executed upon termination of agreement.

#### Property Liability

- Notwithstanding the above, Pro-Re-Bona and Early Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

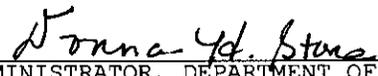
#### Terms of Service

- The terms of this agreement shall commence July 1, 2013 and June 30, 2014. Early Head Start will be 6 hours

each day, times to be set according to center hours.

- Under the contract the total number of days for Early Head Start will be 237. This excludes attendance in EHS for the weeks of fall break, Christmas/New Year winter break and spring break. If parents need services during these dates they will need to make the request to the Pro-Re-Bona Center Director to work out an agreement for continued services during the above listed weeks.

  
CHAIRMAN OF BOARD, PRO-RE-BONA  
EARLY LEARNING CENTER

  
ADMINISTRATOR, DEPARTMENT OF  
YOUTH AND FAMILY DEVELOPMENT

  
PRESIDENT/CEO, CHAMBLISS  
CENTER FOR CHILDREN

  
DIRECTOR, HEAD START/EARLY  
HEAD START PROGRAM

WRH

CONTRACT

Between

CITY OF CHATTANOOGA  
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT  
HEAD START/EARLY HEAD START PROGRAM

and

CHILD DEVELOPMENT SCHOOLS, INC., d.b.a. CHILDCARE NETWORK  
CHILDCARE NETWORK #135 - HAMILL ROAD, CHILDCARE NETWORK #168 -  
EAST THIRD STREET, CHILDCARE NETWORK #152 - EAST RIDGE and  
CHILDCARE NETWORK #143 - MIDDLE VALLEY

**EARLY HEAD START  
2013-2014**

**THIS CONTRACT** made and entered into by and between the City of Chattanooga Department of Youth and Family Development Head Start/Early Head Start Program, hereinafter referred to as Early Head Start Program with principal office at 2302 Ocoee Street, Chattanooga, Tennessee 37406 and the Child Development Schools, Inc., herein after referred to as the "Childcare Network", with its principal office at 1501 D. 13<sup>th</sup> Street, Columbus, GA 31901 effective for the 2013-2014 program year.

**WITNESSETH**

**WHEREAS**, The Head Start/Early Head Start Program is authorized under the provisions of the **Improving Head Start School Readiness Act of 2007** to provide services to children and families; and

**WHEREAS**, The Early Head Start Program desires to form a collaborative partnership with the Childcare Network to serve forty-eight (48) children ages one year-to 3 years of age for the Early Head Start Program (CCN 135 Hamill Road 8 toddlers; CCN 168 3<sup>rd</sup> Street 8 toddlers; CCN 143 Middle Valley 16 toddlers; CCN 152 East Ridge 16 toddlers according to 45 CFR 1305.4, H.S. Performance Standards; and

**WHEREAS**, Childcare Network presently has available programs, services and facilities for eligible Early Head Start children and families and desires to provide said services to the Early Head Start Program under a collaborative agreement.

**NOW, THEREFORE,** in consideration of the mutual promises the parties hereunder, and for other good and valuable considerations the receipt of which is hereby acknowledged, the Early Head Start Program and the Childcare Network hereby enter into a contract for services as described below:

Performance Standards and Licensing Requirements

- The Childcare Network and the Early Head Start Program agree to be subject to and operate under the rules and regulations of the Head Start Performance Standards and the Tennessee Department of Human Services Child Service Division of Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to the forty-eight (48) Early Head Start children and their families enrolled in the Childcare Network/Early Head Start Collaboration Program.

Reimbursement from Funding Resources

- The Childcare Network and the Early Head Start Program shall comply with the federal and state laws and shall cooperate with each other to the extent reasonably necessary in order to obtain approval of the program and of expenditures in order that Childcare Network and the Early Head Start Program may obtain reimbursement from Tennessee Department of Human Services, Administration for Children, Youth and Families and other funding resources for its expenditures under this collaborative partnership agreement.
- The amount of payment for instructional and childcare services to Early Head Start children is \$30.00 per day per forty-eight (48) toddlers. Monthly payments will vary due to the different days of service. The Childcare Network agrees to bill City of Chattanooga Early Head Start on a monthly basis. Invoices for payment from City of Chattanooga Head Early Head Start must be submitted during the first week of the month for reimbursement of prior month's service.
- Childcare Network will receive USDA reimbursement directly.

### Operational Services

- Any additional equipment, renovations and supplies recommended by Early Head Start will be secured and provided by Childcare Network Schools, Inc. Equipment and supplies provided to the Childcare Network shall be equivalent to but not greater than, those used by the other Early Head Start centers. In order to protect the Federal interest in this project if the funding is no longer available and the contract is dissolved all equipment purchased by the City of Chattanooga Early Head Start must be returned to the Early Head Start program.
- Childcare Network will be responsible for maintenance and upkeep of the Early Head Start classrooms and playgrounds including repairs, purchase of mulch, etc.

### Insurance Requirement

- The Childcare Network agrees to carry general liability and property insurance and to furnish City of Chattanooga Head Start a copy of such insurance upon request.

### Space In-Kind

- The Childcare Network agrees to furnish the Head Start in-kind for space costs, Early Head Start classrooms, offices and playgrounds.

### Meals

- The Childcare Network agrees to furnish breakfast, lunch and snack for the Early Head Start children in the collaboration classrooms based on the hours the child is in the center.

### Staff Qualifications

- The Childcare Network shall certify that all children referred will be assigned to certified and/or licensed caregivers and therapists and no caregiver, or therapist not in good standing with his/her licensing/certifying agency will be assigned to any children so enrolled.
- All Early Head Start Primary Caregivers must have at least a CDA with infant-toddler endorsement at the time of employment.

#### Staff Training

- The Childcare Network agrees to furnish substitutes for all Childcare Network staff to attend Head Start/Early Head Start Pre-Service and all other required Early Head Start training.

#### Joint Planning

- The Childcare Network and Early Head Start staff will work together to plan activities and create an environment that assures that the developmental needs of the children, and families enrolled under the collaborative partnership agreement are met. Joint planning sessions will be scheduled on a regular basis, with guidance from the Childcare Network and Early Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. **CHILDCARE NETWORK AGREES TO GIVE THE EARLY HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.**

#### Joint Staff Supervision and Evaluation

- The Childcare Network and the Early Head Start Program supervisory staff will jointly monitor the job performance of the collaboration staff. Early Head Start supervisory staff will provide written information, based on observations, to the Childcare Network Director. This information will document staff performance based on their job description, Head Start Performance Standards and Day Care Licensing requirements.

#### Services Provided by Head Start/Early Head Start

- The Early Head Start Program agrees to provide the following services for Childcare Network/Early Head Start collaboration children, parents and staff in accordance with the Head Start Performance Standards with assistance from and in collaboration with Childcare Network:
  - Coordination of all Content Areas by the Head Start/Early Head Start Multidisciplinary Team Managers and Mentor Lead Teacher assigned to the center.

- Parent Involvement Services and Training
- Family Services and Training
- Mental Health Services and Training
- Health Services and Training
- Disabilities Services and Training
- Nutrition Training and Menu Planning
- Disabilities Consultation with the Head Start/Early Head Start Disabilities Coordinator and Disabilities Training
- Educational Consultation, Classroom Observations, Monitoring and Training
- Parent Representation on the Childcare Network Early Head Start Parent Committee and Head Start/Early Head Start Policy Council
- Annual Self-Assessment Process
- Staff Training, as required by Performance Standards and as deemed necessary by Childcare Network and Head Start staff

#### Curriculum

- The Childcare Network and the Early Head Start Program agree to implement curricula as required by Head Start Performance Standards on Education and Early Childhood Development, as a foundation for the child's successful transition to and participation in Head Start or other appropriate preschool program. The Childcare Network and the Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, required by the Early Head Start Performance Standards. The Creative Curriculum for infants and toddlers will be the curriculum to be used in all classrooms.

#### Transportation

- The Early Head Start Program agrees to provide transportation for field trips and special events for Early Head Start Children and Families enrolled in the program.

#### Health and Safety

- The Childcare Network and the Head Start/Early Head Start Program agree that a representative of the Head Start/Early Head Start Program will monitor and conduct health and safety inspections on a regular basis in the Head Start classroom, kitchen, office and playground at the Childcare Network Center. Findings from these inspections will be discussed with the Childcare Network District Manager and the Head Start/Early Head Start Collaboration Manager for appropriate corrective action when needed.

#### Media Coverage

- No child or family member/guardian may be photographed or videotaped without expressed written consent from the parent/guardian. Media coverage and materials for the collaboration classrooms must give recognition to the City of Chattanooga Department of Youth and Family Development Early Head Start Program, the Federal Head Start Program and the Childcare Network Center.

#### Smoke Free, Toxin Free, Drug Free Workplace

- The Childcare Network and Early Head Start Program agree to operate the collaboration classroom in accordance with the Chattanooga Head Start/Early Head Start Program's policies and procedures, Administration IV-J 22, 23, 24, the City of Chattanooga's policies and procedures regarding Alcohol and Drugs and by other applicable federal policies regarding smoke free, toxin free and drug free workplace.

#### Partisan Political Activities

- The Childcare Network and the Head Start/Early Head Start Program agree to operate the collaboration classroom in accordance with the City of Chattanooga Department of Youth and Family Development Administrative policies and procedures on partisan political activities.

#### Religious Activity Prohibited

- The Childcare Network and the Early Head Start Program are prohibited from engaging in religious worship instruction or proselytism as part of or in connection with the

performance of this contract.

#### Parent Fees

- The Childcare Network and the Head Start/Early Head Start Program agree that services provided under this contract shall be at no cost to the parents. Billing parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent, so long as the parent does not incur any out-of-pocket expense.
- Reimbursement for services provided for before and after Early Head Start hours will be the sole responsibility of the Childcare Network Center. The Childcare Network Center will access the Child Care Certificate Program through the Tennessee Department of Human Services to secure funding for before and after Early Head Start. The Child Care Certificate Program requires that parents be assessed a fee based on a sliding scale to be eligible to receive Child Care Certificates. The Childcare Network will maintain the proper documentation required by the Childcare Certificate Program and will collect fees accordingly. If Child Care Certificate Program is not available the parent will have option of paying for before and after care.

#### Parent/Community Complaints

- The Childcare Network/Early Head Start Collaboration classroom will abide by the Head Start/Early Head Start Program Design and Management, Program Governance Policies and Procedures III,A,9a as it relates to hearing and resolving parent/community complaints. The Childcare Network supervisory staff will be included in every step of the process.

#### Confidentiality of Records

- In all matters pertaining to the records of the children and families maintained by the Childcare Network Center and by Early Head Start, both programs will comply with the Tennessee Public Records Act, T.C.A. S10-7-501, et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) (FERPA) and the federal regulations applicable to

FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. The Childcare Network and Early Head Start shall make such records available on a "need to know basis", to authorized personnel of the Childcare Network and the Early Head Start Program, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring.

Childcare Network and Early Head Start further agree to notify each other of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. Childcare Network and the Early Head Start Program will not release records pertaining to a student's evaluation to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

- All policies of the Health, Probability and Accounting Act of 1996 (HIPAA) will be followed in releasing client information.

#### Records

- The Childcare Network agrees to provide any necessary records for monitoring and licensing purposes. The Childcare Network and Early Head Start agree that the auditor for either program or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recordings, agreements and contracts for the purpose of examination, excerpts and transcription.

#### Statement of Non-Discrimination

- The Childcare Network/Early Head Start Program shall not discriminate against any employee or applicant for employment because of race, color, religion, disability or national origin, and;
  - a. Shall take affirmative action to ensure that qualified applicants are employed and that employees are treated in their employment without

regard to their race, color, religion, disability or national origin, and

- b. Shall in all solicitations or advertisements for employee's state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or national origin.

#### Tennessee Governmental Tort Liability Act

- The Childcare Network hereby agrees to defend, indemnify and hold harmless the Head Start/Early Head Start Program and the respective governing body thereof from any negligent act of its employees covered within the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. S29-20-101, et seq. to the extent of the limits of liability set forth therein for governmental entities, arising out of or related to, directly or indirectly, the rendering of services by Early Head Start pursuant to this Agreement.

#### License Requirement

- The Childcare Network represents that they are duly licensed by and in good standing with the State of Tennessee, that staff are properly certified to practice their specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, no staff members have been convicted of a felony and that no disciplinary charges have been filed against them with the relevant Tennessee licensing agency. Childcare Network and Early Head Start further agree to report to each other any background investigation undertaken by or on behalf of each other.

#### Legal Proceedings

- The Childcare Network Early Head Start Program agree to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to either program, in any legal proceedings arising from alleged failure of either program to comply with Federal and State Laws.

#### Modification of Agreement

- This agreement may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

#### Termination of Agreement

- This agreement may be terminated, without cause, by either party by giving written notice to the other, at least thirty (30) days before the effective date of such termination. This agreement may be terminated immediately by either party for cause, which cause may include but not be limited to:
  - a. Non-compliance with applicable rules, regulations and procedures (state, federal and local).
  - b. Non-compliance with this agreement and the failure to cure such non-compliance within 15 days after notice to the Director of each program.

#### Notice of Federal Interest

- Should either party terminate the contract, the Head Start Program will withhold payments for services, equipment, toys and other materials referred to in this agreement. Return of Head Start properties to the Early Head Start program will be executed upon termination of agreement.

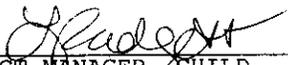
#### Property Liability

- Notwithstanding the above, Childcare Network and Early Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

#### Terms of Service

- The terms of this agreement shall commence July 1, 2013 and end June 30, 2014. Early Head Start hours will be 6 hours each day, times to be set according to center hours.
- Under this contract the total number of days for Early Head Start will be 237. This excludes attendance in EHS for the weeks of fall break, Christmas/New Year winter break, and spring break. If parents need services during these dates they will need to make the request to the Child Care

Network Center Director to work out agreement for continued service during the listed above weeks.

  
DISTRICT MANAGER, CHILD  
DEVELOPMENT SCHOOL, INC.

  
ADMINISTRATOR, DEPARTMENT OF  
YOUTH AND FAMILY DEVELOPMENT

  
DIRECTOR, HEAD START/EARLY  
HEAD START PROGRAM



CONTRACT

Between

CITY OF CHATTANOOGA  
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT  
HEAD START/EARLY HEAD START PROGRAM

and

CHILD DEVELOPMENT SCHOOLS, INC., d.b.a. CHILDCARE NETWORK  
CHILDCARE NETWORK 135 - HAMILL ROAD  
CHILDCARE NETWORK 34 - REDLANDS DRIVE  
CHILDCARE NETWORK 152 - EAST RIDGE  
CHILDCARE NETWORK 168-East Third Street

**HEAD START**  
2013-2014

**THIS CONTRACT** made and entered into by and between the City of Chattanooga Department of Youth and Family Services Head Start/Early Head Start Program, hereinafter referred to as Head Start Program with principal office at 2302 Ocoee Street, Chattanooga, Tennessee 37406 and the Child Development Schools, Inc., herein after referred to as the "Childcare Network", with its principal office at 1501 D. 13<sup>th</sup> Street, Columbus, GA 31901 effective for the 2013-2014 program year.

**WITNESSETH**

**WHEREAS**, The Head Start/Early Head Start Program is authorized under the provisions of the **Improving Head Start School Readiness Act of 2007** to provide services to children and families; and

**WHEREAS**, The Head Start Program desires to form a collaborative partnership with the Childcare Network to serve eighty-five (85) Head Start children ages three (3) through four (4) years. Thirty-four (34) children at Childcare Network 135 Hamill Road; seventeen (17) children at Childcare Network 34 Redlands Drive; seventeen (17) children at Childcare Network 152 East Ridge; seventeen (17) children Childcare Network 168 East Third Street, who are determined to be eligible for the Head Start according to 45 CFR 1305.4, H.S. Performance Standards; and

**WHEREAS**, Childcare Network presently has available programs, services and facilities for eligible Head Start

children and families and desires to provide said services to the Head Start Program under a collaborative agreement.

**NOW, THEREFORE,** in consideration of the mutual promises the parties hereunder, and for other good and valuable considerations the receipt of which is hereby acknowledged, the Head Start Program and the Childcare Network hereby enter into a contract for services as described below:

Performance Standards and Licensing Requirements

- The Childcare Network and the Head Start/Early Head Start Program agree to be subject to and operate under the rules and regulations of the Head Start Performance Standards and the Tennessee Department of Human Services Child Service Division of Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to the eighty-five (85) Head Start children and their families enrolled in the Childcare Network/Head Start Collaboration Program.

Reimbursement from Funding Resources

- The Childcare Network and the Head Start/Early Head Start Program shall comply with the federal and state laws and shall cooperate with each other to the extent reasonably necessary in order to obtain approval of the program and of expenditures in order that Childcare Network and the Head Start Program may obtain reimbursement from Tennessee Department of Human Services, Administration for Children, Youth and Families and other funding resources for its expenditures under this collaborative partnership agreement in accordance with the provisions of the Improving Head Start Act of 2007.
- The amount of payment from Head Start for instructional services to Head Start children is \$70.00 per week, or \$14.00 per day **based on enrollment**, unless the contract is amended in writing. Monthly payments will vary according to days of service. The Childcare Network agrees to bill City of Chattanooga Head Start on a monthly basis and to submit

invoices for payment during the first WEEK of each month for the prior month's days of service.

- Childcare Network will receive USDA reimbursement directly.

#### Operational Services

- The Childcare Network agrees to purchase toys, books, equipment, and supplies during the fiscal year. Such books, toys, equipment and supplies will be purchased based on requirements of the Day Care Licensing and Head Start Performance Standards approved supply/equipment list. Any additional equipment and supplies recommended by Head Start/Early Head Start will be secured and provided by Head Start/Early Head Start through their normal Head Start purchasing procedures. Equipment and supplies provided to the Childcare Network shall be equivalent to but not greater than, those used by the other Head Start centers
- Childcare Network will be responsible for maintenance and upkeep of the Head Start classroom and playground including repairs, purchase of mulch, etc.

#### Insurance Requirements

- The Childcare Network agrees to carry general liability and property insurance and to furnish City of Chattanooga Head Start/Early Head Start a copy of such insurance upon request.

#### Space In-Kind

- The Childcare Network agrees to furnish the Head Start/Early Head Start Program, in-kind for space costs, four (5) Head Start classrooms, two (2) offices and three (4) playgrounds.

#### Meals

- The Childcare Network agrees to furnish breakfast, lunch and snack for the Head Start children in the collaboration classrooms based on the hours the child is in the center. Such meals shall meet USDA and Head Start requirements.

#### Staff Qualifications

- The Childcare Network shall certify that all children

referred will be assigned to certified and/or licensed caregivers and therapists and no caregiver, or therapist not in good standing with his/her licensing/certifying agency will be assigned to any children so enrolled. Teachers must have an AA degree or higher. Teacher Assistants must have at least a CDA with Pre-School endorsement.

#### Staff Training

- The Childcare Network agrees to furnish substitutes for all Childcare Network staff to attend Head Start Pre-Service and all other Head Start training.

#### Joint Planning

- The Childcare Network and Head Start staff will work together to plan activities and create an environment that assures that the developmental needs of the children, and families enrolled under the collaborative partnership agreement are met. Joint planning sessions will be scheduled on a regular basis, with guidance from the Childcare Network and Head Start staff and parents for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. **CHILDCARE NETWORK AGREES TO GIVE THE HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.**

#### Joint Staff Supervision and Evaluation

- The Childcare Network and the Head Start Program supervisory staff will jointly monitor the job performance of the collaboration staff. Head Start supervisory staff will provide written information, based on observations, to the Childcare Network Director. This information will document staff performance based on their job description, Head Start Performance Standards and Day Care Licensing requirements.

#### Services Provided by Head Start

- The Head Start Program agrees to provide the following services for Childcare Network/ Head Start collaboration

children, parents and staff in accordance with the Head Start Performance Standards with assistance from and in collaboration with Childcare Network:

- Coordination of all Content Areas by the Head Start/ Early Head Start Collaboration Partnership Manager and a Mentor Lead Teacher assigned to the center
- Parent Involvement Services and Training
- Family Services and Training
- Mental Health Services and Training
- Health Services and Training
- Disabilities Services and Training
- Nutrition Training and Menu Planning
- Disabilities Consultation with the Head Start/Early Head Start Disabilities Coordinator and Disabilities Training
- Educational Consultation, Classroom Observations, Monitoring and Training
- Parent Representation on the Childcare Network/Head Start Parent Committee and Head Start/Early Head Start Policy Council
- Annual Self-Assessment Process
- Staff Training, as required by Performance Standards and as deemed necessary by Childcare Network and Head Start staff and parents

#### Curriculum

- The Childcare Network and the Head Start Program agree to implement curricula and assessments as required by Head Start Performance Standards on Education and Early Childhood Development, as a foundation for the child's successful transition to Kindergarten. The Childcare Network and the Head Start Program agree to implement the Developmental Learning Materials Curriculum for preschoolers, and other curriculum as required by Head Start.

#### Transportation

- The Head Start Program agrees to provide transportation for field trips and special events for Head Start Children and families enrolled in the Collaboration classrooms.

#### Health and Safety Inspection

- The Childcare Network and the Head Start/Early Head Start Program agree that a representative of the Head Start will monitor and conduct health and safety inspections on a regular basis in the Head Start classroom, kitchen, office and playground at the Childcare Network Center. Findings from these inspections will be discussed with the Childcare Network District Supervisor and the Head Start/Early Head Start Collaboration Manager for appropriate corrective action when needed.

#### Media Coverage

- No child or family member/guardian may be photographed or videotaped without expressed written consent from the parent/guardian. Media coverage and materials for the collaboration classrooms must give recognition to the Department of Youth and Family Development City of Chattanooga Head Start Program, the Federal Head Start Program and the Childcare Network Center.

#### Smoke Free, Toxin Free, Drug Free Workplace

- The Childcare Network and Head Start Program agree to operate the collaboration classroom in accordance with the Chattanooga Head Start/Early Head Start Program's policies and procedures, Administration IV-J 22, 23, 24, the City of Chattanooga's policies and procedures regarding Alcohol and Drugs and by other applicable federal policies regarding smoke free, toxin free and drug free workplace.

#### Partisan Political Activities

- The Childcare Network and the Head Start Program agree to operate the collaboration classroom in accordance with the City of Chattanooga Department of Youth and Family Development Administrative policies and procedures on

partisan political activities.

#### Religious Activity Prohibited

- The Childcare Network and the Head Start Program are prohibited from engaging in religious worship instruction or proselytism as part of or in connection with the performance of this contract.

#### Parent Fees

- The Childcare Network and the Head Start Program agree that services provided under this contract shall be at no cost to the parents. Billing parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent, so long as the parent does not incur any out-of-pocket expense.
- Reimbursement for services provided for before and after Head Start hours will be the sole responsibility of the Childcare Network Center. The Childcare Network Center will access the Child Care Certificate Program through the Tennessee Department of Human Services to secure funding for before and after Head Start. The Child Care Certificate Program requires that parents be assessed a fee based on a sliding scale to be eligible to receive Child Care Certificates. The Childcare Network will maintain the proper documentation required by the Childcare Certificate Program and will collect fees accordingly. If Child Care Certificate Program is not available the parent will have option of paying for before and after care.

#### Parent/Community Complaints

- The Childcare Network Head Start Collaboration classroom will abide by the Head Start Program Design and Management, Program Governance Policies and Procedures III,A,9a as it relates to hearing and resolving Parent/Community Complaints. The Childcare Network supervisory staff will be included in every step of the process.

#### Confidentiality of Records

- In all matters pertaining to the records of the children

and families maintained by the Childcare Network Center and by Head Start, both programs will comply with the Tennessee Public Records Act, T.C.A. S10-7-501, et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. The Childcare Network and Head Start/Early Head Start shall make such records available on a "need to know basis", to authorized personnel of the Childcare Network and the Head Start, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Childcare Network and Head Start further agree to notify each other of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. Childcare Network and the Head Start Program will not release records pertaining to a student's evaluation to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

- All policies of the Health, Probability and Accounting Act of 1996 (HIPAA) will be followed in releasing client information.

#### Records

- The Childcare Network agrees to provide any necessary records for monitoring and licensing purposes. The Childcare Network and Head Start/Early Head Start agree that the auditor for either program or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recordings, agreements and contracts for the purpose of examination, excerpts and transcription.

Statement of Non-Discrimination

- The Childcare Network/Head Start Program shall not discriminate against any employee or applicant for employment because of race, color, religion, disability or national origin, and;
  - a. Shall take affirmative action to ensure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability or national origin, and
  - b. Shall in all solicitations or advertisements for employee's state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or national origin.

Tennessee Governmental Tort Liability Act

- The Childcare Network hereby agrees to defend, indemnify and hold harmless the Head Start Program and the respective governing body thereof from any negligent act of its employees covered within the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. S29-20-101, et seq. to the extent of the limits of liability set forth therein for governmental entities, arising out of or related to, directly or indirectly, the rendering of services by Head Start/Early Head Start pursuant to this Agreement.

License Requirement

- The Childcare Network represents that they are duly licensed by and in good standing with the State of Tennessee, that staff are properly certified to practice their specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, no staff members have been convicted of a felony and that no disciplinary charges have been filed against them with the relevant Tennessee licensing agency. Childcare Network and Head Start/Early Head Start further agree to report to

each other any background investigation undertaken by or on behalf of each other.

#### Legal Proceedings

- The Childcare Network Head Start Program agree to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to either program, in any legal proceedings arising from alleged failure of either program to comply with Federal and State Laws.

#### Modification of Agreement

- This agreement may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

#### Termination of Agreement

- This agreement may be terminated, without cause, by either party by giving written notice to the other, at least thirty (30) days before the effective date of such termination. This agreement may be terminated immediately by either party for cause, which cause may include but not be limited to:
  - a. Non-compliance with applicable rules, regulations and procedures (state, federal and local).
  - b. Non-compliance with this agreement and the failure to cure such non-compliance within 15 days after notice to the Director of each program.

#### Notice of Federal Interest

- Should either party terminate the contract, the Head Start Program shall then withhold payments for services, equipment, toys and other materials referred to in this agreement. Return of Head Start properties to the Head Start Program will be executed upon termination of agreement.

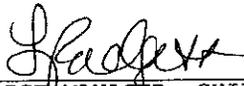
#### Property Liability

- Notwithstanding the above, Childcare Network and Head Start shall not be relieved of any liability to each other

for damages sustained by virtue of any breach of this agreement.

Terms of Service

- The terms of this agreement shall commence beginning on August 19, 2013 and end on May 13, 2014.
- Head Start class hours will be four hours each day from 9:00 a.m. to 1:00 p.m.
- Under this contract the total number of days will be 170. This excludes attendance in EHS for the weeks of fall break, Christmas/New Year winter break and spring break. If parents need services during these dates, they will need to make the request to the Childcare Network Center Director to work out an agreement for continued services during the above mentioned weeks.



DISTRICT MANAGER, CHILD  
DEVELOPMENT SCHOOLS, INC.



ADMINISTRATOR, DEPARTMENT OF  
YOUTH AND FAMILY DEVELOPMENT



DIRECTOR, HEAD START/EARLY  
HEAD START PROGRAM



CONTRACT

Between

CITY OF CHATTANOOGA  
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT  
HEAD START/EARLY HEAD START PROGRAM

and

CHILDREN'S ACADEMY FOR EDUCATION AND LEARNING  
CHAMBLISS CENTER FOR CHILDREN

**EARLY HEAD START  
2013-2014**

**THIS CONTRACT** made and entered into by and between the Chattanooga Head Start/Early Head Start Program, hereinafter referred to as Early Head Start Program with principal office at 2302 Ocoee Street, Chattanooga, Tennessee 37406 and the Children's Academy For Education and Learning/Chambliss Center for Children, herein after referred to as Children's Academy, with its principal office at 1800 S Greenwood Road, Chattanooga, Tennessee 37407, effective for the 2013-2014 program year.

**WITNESSETH**

**WHEREAS**, The Early Head Start Program is authorized under the provisions of the **Improving Head Start School Readiness Act of 2007** to provide services to children and families; and

**WHEREAS**, The Early Head Start Program desires to form a collaborative partnership with Children's Academy to serve sixteen (16) children ages one year to three years in the Early Head Start Program according to 45 CFR 1305.4, H.S. Performance Standards; and

**WHEREAS**, Children's Academy presently has available programs, services and facilities for eligible Early Head Start children and families and desires to provide said services to the Early Head Start Program under a collaborative agreement.

**NOW, THEREFORE**, in consideration of the mutual promises the parties hereunder, and for other good and valuable considerations the receipt of which is hereby acknowledged, the Early Head Start Program and Children's Academy hereby enter into a contract for services as described below:

### Performance Standards and Licensing Requirements

- Children's Academy and the Early Head Start Program agree to be subject to and operate under the rules and regulations of the Head Start Performance Standards and the Tennessee Department of Human Services Child Care Services Division for Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to the sixteen (16) Early Head Start children and their families enrolled in Children's Academy of Early Learning program.

### Reimbursement from Funding Resources

- Children's Academy and the Early Head Start Program shall comply with the federal and state laws and shall cooperate with each other to the extent reasonably necessary in order to obtain approval of the program and of expenditures in order that Children's Academy and Early Head Start Program may obtain reimbursement from Tennessee Department of Human Services, Administration for Children, Youth and Families, United Way and other funding resources for its expenditures under this collaborative partnership agreement.
- The amount of payment for instructional and childcare services to Early Head Start children is \$29.50 per day per for sixteen (16) toddlers. Monthly payments will vary due to the different days of service. Children's Academy agrees to bill City of Chattanooga Early Head Start on a monthly basis. Invoices for payment from City of Chattanooga Early Head Start must be submitted during the first WEEK of the month for reimbursement of prior monthly service.
- Children's Academy will receive USDA reimbursement directly from the Child and Adult Care Food Program.

### Operational Services

- Any additional equipment, renovations and supplies recommended by Early Head Start will be secured and provided by Children's Academy. Equipment and supplies provided to Children's Academy shall be equivalent to but

not greater than, those used by the other Early Head Start centers.

- Children's Academy will be responsible for maintenance and upkeep of the Early Head Start classroom and playground including repairs, purchase of mulch, etc.

#### Insurance Requirements

- The Children's Academy agrees to carry general liability and property insurance and to furnish City of Chattanooga Early Head Start a copy of such insurance upon request.

#### Space In-Kind

- Children's Academy agrees to furnish the Head Start/Early Head Start Program, in-kind for space costs, for two(2) Early Head Start classrooms, one(1) office and one(1) playground.

#### Meals

- Children's Academy agrees to furnish breakfast, lunch and snack for the Early Head Start children in the collaboration classrooms based on the hours the child is in the center. Children's Academy will claim meals, kitchen supplies and the salary of the cook on their Child and Adult Food Program (CACFP) report.

#### Staff Qualifications

- All Early Head Start primary caregivers must have at least a CDA with infant-toddler endorsement at the TIME OF EMPLOYMENT.
- Children's Academy shall certify that all children referred will be assigned to certified and/or licensed caregivers and therapists and no caregiver, or therapist not in good standing with his/her licensing/ certifying agency will be assigned to any children so enrolled.

#### Staff Training

- Children's Academy agrees to furnish substitutes for all Children's Academy Early Head Start staff to attend Head Start/Early Head Start Pre-Service and all other required Early Head Start training.

#### Joint Planning

- Children's Academy and Early Head Start staff will work

together to plan activities and create an environment that assures that the developmental needs of the children and families enrolled under the collaborative partnership agreement are met. Joint planning sessions will be scheduled on a regular basis, with guidance from Children's Academy and Early Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. **CHILDREN'S ACADEMY AGREES TO GIVE THE EARLY HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY WHEN NOT IN DIRECT SUPERVISION OF CHILDREN AND OTHER CLASSROOM RESPONSIBILITIES.**

#### Joint Staff Supervision and Evaluation

- Children's Academy and the Early Head Start Program supervisory staff will jointly monitor the job performance of the collaboration staff. Early Head Start supervisory staff will provide written information, based on observations, to Children's Academy Director. This information will document staff performance based on their job description, Head Start/Early Head Start Performance Standards and Day Care Licensing requirements.
- Children's Academy School/Early Head Start collaboration staff will follow Children's Academy policies for addressing employee dissatisfaction and grievances. Unless resolution of an issue at the Children's Academy level results in the violation of Head Start Program Performance Standards, Tennessee Day Care Licensing regulations, or the applicable resolutions, the decision of Children's Academy shall be binding.

#### Services Provided by Head Start/Early Head Start

- The Early Head Start Program agrees to provide the following services for Children's Academy/Early Head Start collaboration children, parents and staff in accordance with the Head Start Performance Standards with assistance from and in collaboration with Children's Academy:
  - Coordination of all Content Areas by the Head Start/Early Head Start Multidisciplinary Team Managers and Mentor Lead Teacher assigned to the center

- Parent Involvement Services and Training
- Family Services and Training
- Mental Health Services and Training
- Health Services and Training
- Disabilities Services and Training
- Nutrition Training and Menu Planning
- Disabilities Consultation with the Head Start/Early Head Start Disabilities Coordinator and Disabilities Training
- Educational Consultation, classroom observations, monitoring and training
- Parent Representation on Children's Academy/Early Head Start Parent Committee and Head Start/Early Head Start Policy Council
- Annual Self-Assessment Process
- Staff training, as required by Performance Standards and as deemed necessary by Children's Academy and Early Head Start staff

#### Curriculum

- Children's Academy and the Early Head Start Program agree to implement curricula as required by Head Start Performance Standards on Education and Early Childhood Development, as a foundation for the child's successful transition to and participation in Head Start or other appropriate preschool programs. Children's Academy and the Early Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, required by the Head Start Performance Standards. The Creative Curriculum for infants and toddlers will be the curriculum to be used in all classrooms.

#### Transportation

- The Early Head Start Program agrees to provide transportation for field trips, special events and appointments for Early Head Start children, pregnant women and families enrolled in the collaboration classrooms.

#### Materials

- The Early Head Start Program agrees to select, with input

from Children's Academy staff, and provide materials that are required to meet Head Start Performance Standards.

- Children's Academy agrees to furnish materials that are required to meet Tennessee Licensing Standards.

#### Health and Safety Inspection

- Children's Academy and the Early Head Start Program agree that a representative of the Early Head Start Program will monitor and conduct health and safety inspections on a regular basis, in the Early Head Start classroom, kitchen, office and playground at Children's Academy. Findings from these inspections will be discussed with Children's Academy Center Director and the Head Start/Early Head Start Collaboration Manager for appropriate corrective action when needed.

#### Media Coverage

- No child or family member/guardian may be photographed or videotaped without expressed written consent from the parent/guardian. Media coverage and materials for the collaboration classrooms must give recognition to the City of Chattanooga Early Head Start Program, the Federal Head Start Program and Children's Academy.

#### Smoke Free, Toxin Free, Drug Free Workplace

- Children's Academy and the Early Head Start Program agree to operate the collaboration classroom in accordance with the Chattanooga Head Start/Early Head Start Program's policies and procedures, Administration IV-J 22, 23, 24, the City of Chattanooga's policies and procedures regarding Alcohol and Drugs and by other applicable federal policies regarding smoke free, toxin free and drug free workplace.

#### Partisan Political Activities

- Children's Academy and the Early Head Start Program agree to operate the collaboration classroom in accordance with the City of Chattanooga Department of Youth and Family Development Administrative policies and procedures on partisan political activities.

#### Religious Activity Prohibited

- Children's Academy and the Early Head Start Program are

prohibited from engaging in religious worship instruction or proselytism as part of or in connection with the performance of this contract.

#### Parent Fees

- Children's Academy and the Early Head Start Program agree that services provided under this contract shall be at no cost to the parents. Billing parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent, so long as the parent does not incur any out-of-pocket expense.
- Reimbursement for services provided for before and after Early Head Start hours will be the sole responsibility of Children's Academy. Children's Academy will access the Child Care Certificate Program through the Tennessee Department of Human Services to secure funding for before and after Early Head Start care. The Child Care Certificate Program requires that parents be assessed a fee based on a sliding scale to be eligible to receive Child Care Certificates. Children's Academy will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly. If the Child Care Certificate Program is not available the parent will have the option of paying for before and after care.

#### Parent/Community Complaints

- Children's Academy Early Head Start Collaboration classrooms will abide by the Early Head Start Program Design and Management, Program Governance Policies and Procedures III,A,9a as it relates to hearing and resolving Parent/Community Complaints. Children's Academy supervisory staff will be included in every step of the process.

#### Confidentiality of Records

- In all matters pertaining to the records of the children and families maintained by Children's Academy and by Early Head Start, both programs will comply with the Tennessee Public Records Act, T.C.A. S10-7-501, et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) (FERPA) and the federal regulations applicable to FERPA at

34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Children's Academy and Early Head Start shall make such records available on a "need to know basis", to authorized personnel of Children's Academy and the Early Head Start Program, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Children's Academy and Early Head Start further agree to notify each other of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. Children's Academy and the Early Head Start Program will not release records pertaining to a student's evaluation to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

- All policies of the Health Insurance Probability and Accounting Act of 1996 (HIPAA) in releases of client information.

#### Records

- Children's Academy agrees to provide any necessary records for monitoring and licensing purposes. Children's Academy and Early Head Start agree that the auditor for either program or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recordings, agreements and contracts for the purpose of examination, excerpts and transcription.

#### Statement of Non-Discrimination

- Children's Academy Early Head Start Program shall not discriminate against any employee or applicant for employment because of race, color, religion, disability or national origin, and;
  - a. Shall take affirmative action to ensure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability or national origin, and

- b. Shall in all solicitations or advertisements for employee's state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or national origin.

Tennessee Governmental Tort Liability Act

- Children's Academy hereby agrees to defend, indemnify and hold harmless the Early Head Start Program and the respective governing body thereof from any negligent act of its employees covered within the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. S29-20-101, et seq. to the extent of the limits of liability set forth therein for governmental entities, arising out of or related to, directly or indirectly, the rendering of services by Early Head Start pursuant to this Agreement.

License Requirement

- Children's Academy Early Head Start Program represent that they are duly licensed by and in good standing with the State of Tennessee, that staff are properly certified to practice their specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, no staff members have been convicted of a felony and that no disciplinary charges have been filed against them with the relevant Tennessee licensing agency. Children's Academy and Early Head Start further agree to report to each any background investigation undertaken by or on behalf of each other.

Legal Proceedings

- Children's Academy Early Head Start Program agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to either program, in any legal proceedings arising from alleged failure of either program to comply with Federal and State Laws.

Modification of Agreement

- This agreement may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

#### Termination of Agreement

- This agreement may be terminated, without cause, by either party by giving written notice to the other, at least thirty (30) days before the effective date of such termination. This agreement may be terminated immediately by either party for cause, which cause may include but not be limited to:
  - a. Non-compliance with applicable rules, regulations and procedures (state, federal and local).
  - b. Non-compliance with this agreement and the failure to correct such non-compliance within 15 days after notice to the Director of each program.

#### Notice of Federal Interest

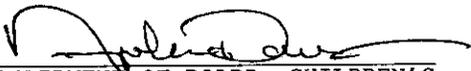
- Should either party terminate the contract, the Head Start/Early Head Start Program shall then withhold payments for services, equipment, toys and materials referred to in this agreement. Return of Early Head Start properties to the Early Head Start Program will be executed upon termination of agreement.

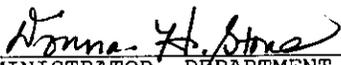
#### Property Liability

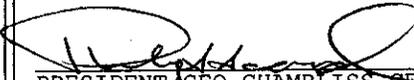
- Notwithstanding the above, Children's Academy Early Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

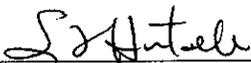
#### Terms of Service

- The terms of this agreement shall commence July 1, 2013 and end June 30, 2014. Early Head Start children hours will be 6 hours each day, times to be set according to center hours.
- Under this contract the total number of days for Early Head Start will be 237. This excludes attendance in EHS for the weeks of fall break, Christmas/New Year winter break and spring break. If parents need services during these dates they will need to make the request to the Children's Academy Center Director to work out an agreement for continued services during the above listed dates.

  
CHAIRPERSON OF BOARD, CHILDREN'S  
ACADEMY FOR EDUCATION AND  
LEARNING

  
ADMINISTRATOR, DEPARTMENT OF  
YOUTH AND FAMILY DEVELOPMENT

  
PRESIDENT/CEO CHAMBLISS CENTER  
FOR CHILDREN

  
DIRECTOR, HEAD START/EARLY  
HEAD START PROGRAM

WFA

CONTRACT

Between

CITY OF CHATTANOOGA  
HEAD START/EARLY HEAD START PROGRAM  
and  
CHILDREN'S ACADEMY FOR EDUCATION AND EARLY LEARNING  
CHAMBLISS CENTER FOR CHILDREN

**HEAD START**  
2013-2014

**THIS CONTRACT** made and entered into by and between the Chattanooga Head Start/Early Head Start Program, hereinafter referred to as Head Start Program with principal office at 2302 Ocoee Street, Chattanooga, Tennessee 37406 and the Children's Academy for Education and Learning/Chambliss Center for Children, herein after referred to as the Children's Academy, with its principal office at 315 Gillespie Road, Chattanooga, Tennessee 37411 is to be effective for the **2013-2014 program year**.

**WITNESSETH**

**WHEREAS**, The Head Start/Early Head Start Program is authorized under the provisions of the **Improving Head Start School Readiness Act of 2007** to provide services to children and families; and

**WHEREAS**, The Head Start Program desires to form a collaborative partnership with the Children's Academy to serve seventeen(17) children, ages 3 through 4, at the Children's Academy, who are determined to be eligible for the Head Start Program according to 45 CFR 1305.4, H.S. Performance Standards; and

**WHEREAS**, The Children's Academy has available programs, services and facilities for eligible Head Start children and families and desires to provide said services to the Head Start Program under a collaborative agreement.

**NOW, THEREFORE**, in consideration of the mutual promises the parties hereunder, and for other good and valuable considerations the receipt of which is hereby acknowledged, the Head Start and the Children's Academy hereby enter into a contract for services as described below:

### Performance Standards and Licensing Requirements

- The Children's Academy and the Head Start Program agree to be subject to and operate under the rules and regulations of the Head Start Performance Standards and the Tennessee Department of Human Services Child Care Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to the seventeen (17) children and their families enrolled in the Children's Academy/Head Start Collaboration Program.

### Reimbursement from Funding Resources

- The Children's Academy and the Head Start Program shall comply with the federal and state laws and shall cooperate with each other to the extent reasonably necessary in order to obtain approval of the program and of expenditures thereunder in order that Children's Academy and the Head Start Program may obtain reimbursement from Tennessee Department of Human Services, United Way, Administration for Children, Youth and Families and other funding resources for its expenditures under this collaborative partnership agreement in accordance with the provisions of the Improving Head Start School Readiness Act of 2007.
- The amount of payment for instructional and Head Start services to Head Start children is \$70.00 per week, or \$14.00 per day, based on enrollment, unless the contract is amended in writing. Children's Academy agrees to bill City of Chattanooga Head Start on a monthly basis and to submit invoices for payment during the first week of each month.
- Children's Academy will receive USDA reimbursement directly.

### Operational Services

- Children's Academy agrees to purchase toys, books, equipment and supplies during the fiscal year. Such books, toys, equipment and supplies will be purchased based on requirements of the Day Care Licensing and Head

Start Performance Standards approved supply/equipment list. Any additional equipment and supplies recommended by Head Start will be secured and provided by Head Start through their normal Head Start purchasing procedures.

Equipment and supplies provided to Children's Academy shall be equivalent to but not greater than, those used by the other Head Start Centers. In order to protect the Federal interest in this project if the funding is no longer available and the contract is dissolved all equipment previously purchased by City of Chattanooga Head Start will be returned to the Head Start program.

- Children's Academy will be responsible for maintenance and upkeep of the Head Start classroom and playground including repairs, purchase of mulch, etc.

#### Insurance Requirement

- The Children's Academy agrees to carry general liability and property insurance and to furnish City of Chattanooga Head Start a copy of such insurance upon request.

#### Space In-Kind

- The Children's Academy agrees to furnish the Head Start Program, in-kind for space costs for one (1) Head Start classroom, one (1) office and one (1) playground.

#### Meals

- The Children's Academy agrees to furnish breakfast, lunch and afternoon snack for the Head Start children in the collaboration classrooms based on the hours the child is in the center. Children's Academy will claim meals, kitchen supplies and the salary of the cook on their Child and Adult Care Food Program (CACFP) Report.

#### Staff Qualifications

- The Children's Academy of Early Learning shall certify that all children referred will be assigned to certified and/or licensed teachers, teacher assistants and therapists and no teacher, teacher assistant, or therapist not in good standing with his/her licensing/certifying agency will be assigned to any

children so enrolled.

- Head Start teachers must have an AA degree in Early Childhood or higher and Teacher Assistants must have at least a CDA with Pre-School endorsement.

#### Staff Training

- Children's Academy agrees to furnish substitutes for all Children's Academy staff to attend Head Start/Early Head Start Pre Service and all other required Head Start training.

#### Joint Planning

- The Children's Academy and Head Start staff will work together to plan activities and create an environment that assures that the developmental needs of the children and families enrolled under the collaborative partnership agreement are met. Joint planning sessions will be scheduled on a regular basis, with guidance from the Children's Academy and Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. **CHILDREN'S ACADEMY AGREES TO GIVE THE HEAD START CLASSROOM STAFF ONE HOUR OF JOINT PLANNING TIME EACH DAY.**

#### Joint Staff Supervision and Evaluation

- The Children's Academy and the Head Start Program supervisory staff will jointly monitor the job performance of the collaboration staff. Head Start supervisory staff will provide written information, based on observations, to the Children's Academy Director. This information will document staff performance based on their job description, Head Start Performance Standards and Day Care Licensing requirements. This information will be used by Head Start/supervisory staff and Children's Academy supervisory staff as a basis for training and career development.

#### Employee Dissatisfaction and Grievances

- Children's Academy /Head Start collaboration staff will

follow Children's Academy policies for addressing employee dissatisfaction and grievances. Unless resolution of an issue at the Children's Academy level results in the violation of Head Start Program Performance Standards, Tennessee Day Care Licensing regulations, or the applicable resolutions, the decision of Children's Academy shall be binding.

Services Provided by Head Start/Early Head Start

- The Head Start Program agrees to provide the following services for Children's Academy/Head Start collaboration children, parents and staff in accordance with the Head Start Performance Standards with assistance from and in collaboration with Children's Academy:
  - Coordination of all Content Areas by the Head Start/Early Head Start Collaboration Partnership Manager and a Mentor Lead Teacher Assigned to the center
  - Parent Involvement Services and Training
  - Family Services and Training
  - Mental Health Services and Training
  - Health Services and Training
  - Disabilities Services and Training
  - Nutrition Training and Menu Planning
  - Disabilities Consultation with the Head Start/Early Head Start Disabilities Coordinator and Disabilities Training
  - Interpreter Services
  - Educational Consultation, classroom observations, monitoring and training
  - Parent Representation on the Children's Academy/Head Start Parent Committee and Head Start/Early Head Start Policy Council
  - Annual Self-Assessment Process
  - Staff training, as required by Performance Standards and as deemed necessary by Children's Academy and Head Start/Early Head Start staff

Curriculum

- The Children's Academy and the Head Start Program agree to implement curricula as required by Head Start

Performance Standards on Education and Early Childhood Development, as a foundation for the child's successful transition to and participation in kindergarten. The Children's Academy agrees to implement a developmentally appropriate curriculum, making adaptations as may be required by the Head Start Performance Standards. The Children's Academy agrees to implement the Developmental Learning Materials Curriculum for the Head Start class and other curriculum as required by Head Start.

#### Transportation

- The Head Start Program agrees to provide transportation for field trips and special events for Head Start children and families enrolled in the collaboration classrooms.

#### Materials

- The Head Start/Program agrees to select, with input from Children's Academy staff, and provide materials that are required to meet Head Start Performance Standards.

#### Health and Safety Inspection

- The Children's Academy and the Head Start Program agree that a representative of the Head Start Program will monitor and conduct health and safety inspections on a regular basis, in the Head Start classroom, parent involvement room, kitchen, office and playground at the Children's Academy of Early Learning. Findings from these inspections will be discussed with the Children's Academy Director and the Head Start/Early Head Start Collaborations Team Manager for appropriate corrective action when needed.

#### Media Coverage

- No child or family member/guardian may be photographed or videotaped without expressed written consent from the parent/guardian. Media coverage and materials for the collaboration classrooms must give recognition to the City of Chattanooga Head Start Program, the Federal Head Start Program and the Children's Academy.

Smoke Free, Toxin Free, Drug Free Workplace

- The Children's Academy/Head Start Program agree to operate the collaboration classroom in accordance with the Chattanooga Head Start/Early Head Start Program's policies and procedures, Administration IV-J 22, 23, 24, the City of Chattanooga's policies and procedures regarding Alcohol and Drugs and by other applicable federal policies regarding smoke free, toxin free and drug free workplace.

Partisan Political Activities

- The Children's Academy and the Head Start Program agree to operate the collaboration classroom in accordance with the City of Chattanooga Department Of Youth and Family Development Administrative policies and procedures on partisan political activities.

Religious Activity Prohibited

- The Children's Academy and the Head Start Program are prohibited from engaging in religious worship instruction or proselytism as part of or in connection with the performance of this contract.

Parent Fees

- The Children's Academy and the Head Start Program agree that services provided under this contract shall be at no cost to the parents. Billing parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent, so long as the parent does not incur any out-of-pocket expense.
- Reimbursement for services provided for before and after Head Start hours will be the sole responsibility of the Children's Academy. The Children's Academy will access the Child Care Certificate Program through the Tennessee Department of Human Services to secure funding for before and after Head Start care. The Child Care Certificate Program requires that parents be assessed a fee based on a sliding scale to be eligible to receive Child Care Certificates. The Children's Academy will

maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly. If a Child Care Certificate is not available the parent will be given the option of paying for before and after care.

#### Parent/Community Complaints

- The Children's Academy/Head Start Collaboration classrooms will abide by the Head Start Program Design and Management, Program Governance Policies and Procedures III,A,9a as it relates to hearing and resolving Parent/Community Complaints. The Children's Academy supervisory staff will be included in every step of the process.

#### Confidentiality of Records

- In all matters pertaining to the records of the children and families maintained by the Children's Academy and by Head Start, both programs will comply with the Tennessee Public Records Act, T.C.A. S10-7-501, et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Records will be made available on a "need to know basis", to authorized personnel of the Children's Academy and the Head Start Program, including special education staff, teachers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Children's Academy and Head Start further agree to notify each other of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. Children's Academy and the Head Start Program will not release records pertaining to a student's evaluation to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

- All policies of the Health Insurance Accounting Act of 1996 (HIPAA) will be followed in releases of client information.

#### Records

- The Children's Academy agrees to provide any necessary records for monitoring and licensing purposes. The Children's Academy and Head Start agree that the auditor for either program or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recordings, agreements and contracts for the purpose of examination, excerpts and transcription.

#### Statement of Non-Discrimination

- The Children's Academy/Head Start Program shall not discriminate against any employee or applicant for employment because of race, color, religion, disability or national origin, and;
  - a. Shall take affirmative action to ensure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability or national origin, and
  - b. Shall in all solicitations or advertisements for employee's state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or national origin.

#### Tennessee Governmental Tort Liability Act

- The Children's Academy hereby agrees to defend, indemnify and hold harmless the Head Start Program and the respective governing body thereof from any negligent act of its employees covered within the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. S29-20-101, et seq. to the extent of the limits of liability set forth therein for governmental entities, arising out of or related to, directly or indirectly,

- the rendering of services by Head Start pursuant to this Agreement.

#### License Requirement

- The Children's Academy and Head Start Program represent that they are duly licensed by and in good standing with the State of Tennessee, that staff are properly certified to practice their specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, no staff members have been convicted of a felony and that no disciplinary charges have been filed against them with the relevant Tennessee licensing agency. Children's Academy and Head Start further agree to report to each other any background investigation undertaken by or on behalf of each other.

#### Legal Proceedings

- The Child Academy/Head Start Program agree to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to either program, in any legal proceedings arising from alleged failure of either program to comply with Federal and State Laws.

#### Modification of Agreement

- This agreement may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

#### Termination of Agreement

- This agreement may be terminated, without cause, by either party by giving written notice to the other, at least thirty (30) days before the effective date of such termination. This agreement may be terminated immediately by either party for cause, which cause may include but not be limited to:
  - a. Non-compliance with applicable rules, regulations and procedures (state, federal and local).
  - b. Non-compliance with this agreement and the failure to cure such non-compliance within 15 days after notice to the Administrator of each program.

Notice of the Federal Interest

- Should either party terminate the contract, the Head Start Program shall then withhold payments for services, equipment, toys and materials referred to in this agreement. Return of Head Start properties to the Head Start Program will be executed on or before termination of agreement.

Property Liability

- Notwithstanding the above, Children's Academy and Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

Terms of Service

- The terms of this agreement shall commence beginning on August 19, 2013 and end on May 13, 2014.
- Head Start children hours will be four hours each day from 9:00 a.m. - 1:00 p.m.
- Under this contract the total number of days will be 170. This excludes attendance in the Head Start Program for the weeks of fall break, Christmas/New Year winter break and spring break. If parents need services during these dates, they will make the request to the Children's Academy Center Director to work out an agreement for continued services during the above listed weeks.

  
CHAIRMEN OF BOARD, CHILDREN'S  
ACADEMY FOR EDUCATION AND  
LEARNING

  
ADMINISTRATOR, DEPARTMENT OF  
YOUTH AND FAMILY DEVELOPMENT

  
PRESIDENT/CEO, CHAMBLISS  
CENTER FOR CHILDREN

  
DIRECTOR, HEAD START/EARLY  
HEAD START PROGRAM



CONTRACT

Between

CHATTANOOGA HUMAN SERVICES DEPARTMENT  
HEAD START/EARLY HEAD START PROGRAM  
and  
CHAMBLISS CENTER FOR CHILDREN

HEAD START  
2013-2014

**THIS CONTRACT** made and entered into by and between the City of Chattanooga Department of Youth and Family Development Head Start/Early Head Start Program, hereinafter referred to as Head Start with principal office at 2302 Ocoee Street, Chattanooga, Tennessee 37406 and the Chambliss Center for Children, herein after referred to as the Chambliss Center, with its principal office at 315 Gillespie Road, Chattanooga, Tennessee 37411 is to be effective for the 2013-2014 program year.

**WITNESSETH**

**WHEREAS**, The Head Start/Early Head Start Program is authorized under the provisions of the **Improving Head Start School Readiness Act of 2007** to provide services to children and families; and

**WHEREAS**, The Head Start Program desires to form a collaborative partnership with the Chambliss Center to serve thirty (30) children, ages 3 years through 4 years, at the Chambliss Center.

**No child will be counted on the Head Start role without all required documentation and approval of acceptance by a Head Start designated official; and**

**Children no longer with child care certificates or not needing extended hours will remain in the Head Start classes from 9:00 am to 1:00 pm; and**

**WHEREAS**, The Chambliss Center presently has available programs, services and facilities for eligible Head Start children and families and desires to provide said services to the Head Start Program under a collaborative agreement.

**NOW, THEREFORE**, in consideration of the mutual promises the parties hereunder, and for other good and valuable

considerations the receipt of which is hereby acknowledged, the Head Start Program and the Chambliss Center hereby enter into a contract for services as described below:

Performance Standards and Licensing Requirements

- The Chambliss Center and the Head Start Program agree to be subject to and operate under the rules and regulations of the Head Start Performance Standards and the Tennessee Department of Human Services Child Care Services Division of Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to the thirty (30) children and their families enrolled in the Chambliss Center/Head Start Collaboration Program.

Reimbursement from Funding Resources

- The Chambliss Center and the Head Start Program shall comply with the federal and state laws and shall cooperate with each other to the extent reasonably necessary in order to obtain approval of the program and of expenditures thereunder in order that Chambliss Center and the Head Start Program may obtain reimbursement from Tennessee Department of Human Services, United Way, Administration for Children, Youth and Families and other funding resources for its expenditures under this collaborative partnership agreement in accordance with the provisions of the Improving Head Start School Readiness Act of 2007.
- Chambliss Center will receive USDA reimbursement directly from the Child and Adult Food Program.

Operational Services

- The amount of payment for instructional and Head Start services to Head Start children is \$70.00 per week, or \$14.00 per day, **based on enrollment**, unless the contract is amended in writing. Chambliss Center agrees to bill City of Chattanooga Head Start on a monthly basis and to submit invoices for payment during the first week of each month.
- Chambliss Center agrees to purchase toys, books, equipment and supplies during the fiscal year. Such books, toys, equipment and supplies will be purchased based on

requirements of the Day Care Licensing and Head Start Performance Standards approved supply/equipment list.

- Chambliss Center will be responsible for the maintenance and upkeep of the Head Start classrooms and playground including repairs, purchase of mulch, etc.

#### Insurance Requirements

- The Chambliss Center agrees to carry general liability and property insurance and to furnish City of Chattanooga Head Start a copy of such insurance upon request.

#### Space In-Kind

- The Chambliss Center agrees to furnish Head Start in-kind for space costs for two (2) Head Start classrooms, one (1) office and one (1) playground.

#### Meals

- The Chambliss Center agrees to furnish breakfast, lunch and afternoon snack for the Head Start children in the collaboration classrooms based on the hours the child is in the center. Chambliss Center will claim meals, kitchen supplies and the salary of the Dietary Supervisor and cooks on their Child and Adult Care Food Program (CACFP) Report.

#### Staff Qualifications

- The Chambliss Center shall certify that all children referred will be assigned to certified and/or licensed teachers, teacher assistants and therapists and no teacher, teacher assistant, or therapist not in good standing with his/her licensing/certifying agency will be assigned to any children so enrolled.
- Head Start teachers must have an AA degree in Early Childhood or higher and Teacher Assistants must have at least a CDA with Pre-School endorsement.

#### Joint Planning

- The Chambliss Center and Head Start staff will work together to plan activities and create an environment that assures that the developmental needs of the children and families enrolled under the collaborative partnership agreement are met. Joint planning sessions will be scheduled on a regular basis, with guidance from the

Chambliss Center and Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. **Chambliss Center agrees to give the Head Start classroom staff one (1) hour of joint planning time each day.**

#### Staff Training

- Chambliss Center agrees to furnish substitutes of all Chambliss Center Head Start staff to attend Head Start/Early Head Start Pre-Service and all other required Head Start training.

#### Joint Staff Supervision and Evaluation

- The Chambliss Center and the Head Start Program supervisory staff will jointly monitor the job performance of the collaboration staff. Head Start supervisory staff will provide written information, based on observations, to the Chambliss Center Director of Day Care Services. This information will document staff performance based on their job description, Head Start Performance Standards and Day Care Licensing requirements. This information will be used by Head Start supervisory staff and Chambliss Center supervisory staff as a basis for training, career development, promotion and increases in salary.

#### Employee Dissatisfaction and Grievances

- Chambliss Center/Head Start collaboration staff will follow Chambliss Center policies for addressing employee dissatisfaction and grievances. Unless resolution of an issue at the Chambliss Center level results in the violation of Head Start Program Performance Standards, Tennessee Day Care Licensing regulations, or the applicable resolutions, the decision of Chambliss Center shall be binding.

#### Services Provided by Head Start/Early Head Start

- The Head Start Program agrees to provide the following services for Chambliss Center/Head Start collaboration children, parents and staff in accordance with the Head Start Performance Standards with assistance from and in collaboration with Chambliss Center:

- Coordination of all Content Areas by the Head Start/  
Early Head Start Collaboration Partnership Manager  
and a Mentor Lead Teacher assigned to the center
- Parent Involvement Services and Training
- Family Services and Training
- Mental Health Services and Training
- Health Services and Training
- Disabilities Services and Training
- Nutrition Training and Menu Planning
- Disabilities Consultation with the Head Start/Early  
Head Start Disabilities Coordinator and Disabilities  
Training
- Interpreter Services
- Educational Consultation, classroom observations,  
monitoring and training
- Parent representation on the Chambliss Center/Head  
Start Parent Committee and Head Start/Early Head  
Start Policy Council
- Annual Self-Assessment Process
- Staff and parent training, as required by Performance  
Standards and as deemed necessary by Chambliss Center  
and Head Start

#### Curriculum

- The Chambliss Center and the Head Start Program agree to implement curricula as required by Head Start Performance Standards on Education and Early Childhood Development, as a foundation for the child's successful transition to and participation in kindergarten. The Chambliss Center and the Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, as required by the Head Start Performance Standards. Chambliss Center agrees to implement the Development Materials Curriculum for the Head Start classes and other curriculum as required by Head Start.

#### Materials

- The Head Start program agrees to select, with input from

Chambliss Center staff, and provide materials that are required to meet Head Start Performance Standards. Chambliss Center agrees to furnish all materials that are required to meet Tennessee Licensing Standards.

#### Transportation

- The Head Start Program agrees to provide transportation for field trips and special events for Head Start children and families enrolled in the collaboration classrooms.

#### Health and Safety Inspection

- The Chambliss Center and the Head Start Program agree that a representative of the Head Start Program will monitor and conduct health and safety inspections on a regular basis, in the Head Start classrooms, parent involvement room, kitchen, office and playground at the Chambliss Center. Findings from these inspections will be discussed with the Chambliss Center Director of Day Care Services and the Head Start/Early Head Start Collaborations Team Manager for appropriate corrective action when needed.

#### Media Coverage

- No child or family member/guardian may be photographed or videotaped without expressed written consent from the parent/guardian. Media coverage and materials for the collaboration classrooms must give recognition to the City of Chattanooga Head Start Program, the Federal Head Start Program and the Chambliss Center.

#### Smoke Free, Toxin Free, Drug Free Workplace

- The Chambliss Center/Head Start Program agree to operate the collaboration classroom in accordance with the Chattanooga Head Start policies and procedures, Administration IV-J 22, 23, 24, the City of Chattanooga's policies and procedures regarding Alcohol and Drugs and by other applicable federal policies regarding smoke free, toxin free and drug free workplace.

#### Partisan Political Activities

- The Children's Home and the Head Start/Early Head Start Program agree to operate the collaboration classroom in accordance with the City of Chattanooga Department of Youth

and Family Development Administrative policies, and procedures on partisan political activities.

#### Religious Activity Prohibited

- The Chambliss Center and the Head Start Program are prohibited from engaging in religious worship instruction or proselytism as part of or in connection with the performance of this contract.

#### Parent Fees

- The Chambliss Center and the Head Start Program agree that services provided under this contract shall be at no cost to the parents. Billing parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent, so long as the parent does not incur any out-of-pocket expense.
- Reimbursement for services provided for before and after Head Start hours will be the sole responsibility of the Chambliss Center. The Chambliss Center will access the Child Care Certificate Program through the Tennessee Department of Human Services to secure funding for before and after Head Start care. The Child Care Certificate Program requires that parents be assessed a fee based on a sliding scale to be eligible to receive Child Care Certificates. The Chambliss Center will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly. If a Child Care Certificate is not available the parent will have the option of paying for before and after care if needed.

#### Parent/Community Complaints

- The Chambliss Center/Head Start Collaboration classrooms will abide by the Head Start Program Design and Management, Program Governance Policies and Procedures III,A,9a as it relates to hearing and resolving Parent/Community Complaints. The Chambliss Center supervisory staff will be included in every step of the process.

#### Confidentiality of Records

- In all matters pertaining to the records of the children and families maintained by the Chambliss Center and by Head

Start, both programs will comply with the Tennessee Public Records Act, T.C.A. S10-7-501, et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Records will be made available on a "need to know basis", to authorized personnel of the Chambliss Center and the Head Start Program, including special education staff, teachers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Chambliss Center and Head Start further agree to notify each other of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. Chambliss Center and the Head Start Program will not release records pertaining to a student's evaluation to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

- All policies of the Health Insurance Accounting Act of 1996 (HIPAA) will be followed in release of client information.

#### Records

- The Chambliss Center agrees to provide any necessary records for monitoring and licensing purposes. The Chambliss Center and Head Start agree that the auditor for either program or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recordings, agreements and contracts for the purpose of examination, excerpts and transcription.

#### Statement of Non-Discrimination

- The Chambliss Center/Head Start Program shall not discriminate against any employee or applicant for employment because of race, color, religion, disability or national origin, and;
  - a. Shall take affirmative action to ensure that qualified applicants are employed and that

employees are treated in their employment without regard to their race, color, religion, disability or national origin, and

- b. Shall in all solicitations or advertisements for employee's state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or national origin.

#### Tennessee Governmental Tort Liability Act

- The Chambliss Center hereby agrees to defend, indemnify and hold harmless the Head Start Program and the respective governing body thereof from any negligent act of its employees covered within the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. S29-20-101, et seq. to the extent of the limits of liability set forth therein for governmental entities, arising out of or related to, directly or indirectly, the rendering of services by Head Start/Early Head Start pursuant to this Agreement.

#### License Requirement

- The Chambliss Center and Head Start represent that they are duly licensed by and in good standing with the State of Tennessee, that staff are properly certified to practice their specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, no staff members have been convicted of a felony and that no disciplinary charges have been filed against them with the relevant Tennessee licensing agency. Chambliss Center and Head Start further agree to report to each other any background investigation undertaken by or on behalf of each other.

#### Legal Proceedings

- The Chambliss Center Head Start Program agree to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to either program, in any legal proceedings arising from alleged failure of either program to comply with Federal and State Laws.

#### Modification of Agreement

- This agreement may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

#### Termination of Agreement

- This agreement may be terminated, without cause, by either party by giving written notice to the other, at least thirty (30) days before the effective date of such termination. This agreement may be terminated immediately by either party for cause, which cause may include but not be limited to:

- a. Non-compliance with applicable rules, regulations and procedures (state, federal and local).
- b. Non-compliance with this agreement and the failure to cure such non-compliance within 15 days after notice to the Administrator of each program.

#### Notice of Federal Interest

- Should either party terminate the contract, the Head Start Program shall then withhold payments for services, equipment, toys and materials referred to in this agreement. Return of Head Start properties to the Head Start Program will be executed upon termination of agreement.

#### Property Liability

- Notwithstanding the above, Chambliss Center and Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

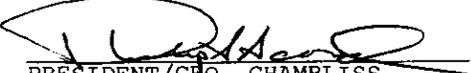
#### Terms of Service

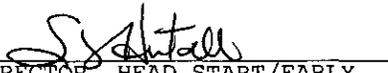
- The terms of this agreement shall commence beginning on August 19, 2013 and end on May 13, 2014.
- Head Start class hours will be four hours each day from 9:00 a.m. - 1:00 p.m.
- Under this contract the total number of days will be 170. This excludes attendance in Head Start for the weeks of fall break, Christmas/New Year winter break and spring break. If parents need service during these dates, they

will need to contact the Chambliss Center Director of Day  
Care Services during the above listed weeks.

  
CHAIRMAN OF BOARD, CHAMBLISS  
CENTER FOR CHILDREN

  
ADMINISTRATOR, DEPARTMENT OF  
YOUTH AND FAMILY DEVELOPMENT

  
PRESIDENT/CEO, CHAMBLISS  
CENTER FOR CHILDREN

  
DIRECTOR, HEAD START/EARLY  
HEAD START PROGRAM



CONTRACT

Between

CITY OF CHATTANOOGA  
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT  
HEAD START/EARLY HEAD START PROGRAM

and

DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT  
CHILD CARE PROGRAM  
**HEAD START**  
2013-2014

**THIS CONTRACT** made and entered into by and between the Department of Youth and Family Development Program and The City of Chattanooga Head Start/Early Head Start Program, hereinafter referred to as Head Start with principal office at 2302 Ocoee Street, Chattanooga, Tennessee 37406 and the Department of Youth and Family Development Child Care Program, herein after referred to as the Child Care Program, with its principal office at 501 W. 12<sup>th</sup> Street, Chattanooga, Tennessee 37402 is to be effective for the 2013-2014 program year.

**WITNESSETH**

**WHEREAS**, The Head Start/Early Head Start Program is authorized under the provisions of the **Improving Head Start School Readiness Act of 2007** to provide services to children and families; and

**WHEREAS**, The Head Start Program desires to form a collaborative partnership with the Child Care Program to serve 34 three and four-year-olds and their families at the Child Care Program, who are determined to be eligible for the Head Start Program according to 45 CFR 1305.4, H.S. Performance Standards; and

**WHEREAS**, The Child Care Program presently has available programs, services and facilities for eligible Head Start children and families and desires to provide said services to the Head Start Program under a collaborative agreement.

**NOW, THEREFORE**, in consideration of the mutual promises the parties hereunder, and for other good and valuable considerations the receipt of which is hereby acknowledged,

the Head Start Program and the Child Care Program hereby enter into a contract for services as described below:

Performance Standards and Licensing Requirements

- The Child Care Program and the Early Head Start Program agree to be subject to and operate under the rules and regulations of the Head Start Performance Standards and the Tennessee Department of Human Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to the 17 four-year-olds and their families enrolled in the Child Care Program/Head Start Program.

Reimbursement from Funding Resources

- The Child Care Program and the Head Start Program shall comply with the federal and state laws and shall cooperate with each other to the extent reasonably necessary in order to obtain approval of the program and of expenditures there under in order that the Child Care Program and the Head Start Program may obtain reimbursement from Tennessee Department of Human Services, Administration for Children, Youth and Families and other funding resources for its expenditures under this collaborative partnership agreement in accordance with the provisions of the **Improving Head Start School Readiness Act of 2007**
- The amount of payment for instructional and Head Start services to Head Start children is \$70.00 per week, or \$14.00 per day, **based on enrollment**, unless the contract is amended in writing. Human Services Child Care Program agrees to bill City of Chattanooga Head Start/Early Head Start on a monthly basis and to submit invoices for payment during the first week of each month.
- The Child Care Program will receive USDA reimbursement directly.

Operational Services

- The Child Care Program agrees to purchase toys, books,

equipment and supplies during the fiscal year. Such books, toys, equipment and supplies will be purchased based on requirements of the Day Care Licensing and Head Start Performance Standards approved supply/equipment list.

- In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment previously purchased by City of Chattanooga Early Head Start must be returned to the Early Head Start program.
- The Child Care Program will be responsible for maintenance and upkeep of the Head Start classroom and playground including repairs, purchase of mulch, etc.

#### Meals

- The City of Chattanooga HS/EHS program agrees to prepare breakfast, lunch and snack for the Child Care children in all classrooms based on the hours the children are in the center. The Child Care Program will order food for their children, and will claim meals, kitchen supplies and the salaries of two Dietary Assistants on their Child and Adult Care Food Program (CACFP) Report.

#### Staff Qualifications

- The Child Care Program shall certify that all children referred will be assigned to certified and/or licensed caregivers and therapists and no caregiver, or therapist not in good standing with his/her licensing/ certifying agency will be assigned to any children so enrolled. All Head Start teachers must have an AA or higher degree in Early Childhood. Teacher Assistants must have at least a CDA with Pre-School endorsement.

#### Staff Training

- The Child Care Program agrees to furnish substitutes for all the Head Start staff to attend Head Start/Early Head Start Pre-Service and all other required Head Start training.

### Joint Planning

- The Child Care Program and Head Start staff will work together to plan activities and create an environment that assures that the developmental needs of the children and families enrolled under the collaborative partnership agreement are met. Joint planning sessions will be scheduled on a regular basis, with guidance from the Child Care Program and Head Start staff and parents for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. **THE CHILD CARE PROGRAM AGREES TO GIVE THE HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.**

### Joint Staff Supervision and Evaluation

- The Child Care Program and the Head Start Program supervisory staff will jointly monitor the job performance of the collaboration staff. Head Start supervisory staff will provide written information, based on observations, to the Child Care Center Supervisor. This information will document staff performance based on their job description, Head Start Performance Standards and Day Care Licensing requirements. This information will be used by Head Start supervisory staff and the Child Care Center Supervisor as a basis for training, career development, promotion and increases in salary.

### Employee Dissatisfaction and Grievances/Internal Dispute Resolution

- Child Care Program collaboration staff will follow the Child Care Program Policies for addressing employee dissatisfaction.

### Services Provided by Head Start

- The Head Start/Early Head Start Program agrees to provide the following services for the Child Care Program/Head Start collaboration children, parents and staff in accordance with the Head Start Performance Standards with assistance from and in collaboration with the Child Care

Program:

- Coordination of all Content Areas by the Head Start/Early Head Start Multidisciplinary Team Managers and Mentor Teacher assigned to the center
- Parent Involvement Services and Training
- Family Services and Training
- Mental Health Services and Training
- Health Services and Training
- Disabilities Services and Training
- Nutrition Training and Menu Planning
- Disabilities Consultations with the Head Start/Early Head Start Disabilities Coordinator and Disabilities Training
- Educational Consultations, classroom observations, monitoring and training.
- Parent Representation on the Human Services Child Care Program Head Start Parent Committee and Head Start/Early Head Start Policy Council
- Annual Self-Assessment Process
- Staff training, as required by Performance Standards and as deemed necessary by the Child Care Program and Head Start/ staff

Curriculum

- The Child Care Program and the Head Start Program agree to implement curricula as required by Head Start Performance Standards on Education and Early Childhood Development, as a foundation for the child's successful transition to and participation in Head Start or other appropriate preschool program. The Child Care Program and the Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, as required by the Head Start Performance Standards. The Child Care program agrees to implement the Developmental Learning Materials Curriculum for the Head Start Class and other curriculum as required by Head Start.

### Transportation

- The Head Start/Early Head Start Program agrees to provide transportation for field trips, special events and appointments for Head Start children and families enrolled in the collaboration classroom.

### Materials

- The Head Start Program agrees to furnish with input from the Child Care Program staff, equipment, toys, educational materials, furniture, office and medical supplies, and volunteer and staff recognition for the collaboration classroom. These will be materials required by Head Start performance standards and are more than those materials required for the classroom by Day Care licensing.
- The Child Care Program agrees to furnish all materials that are required to meet Tennessee Licensing Standards.

### Health and Safety Inspection

- The Child Care Program and the Head Start Program agree that a representative of the Head Start Program will monitor and conduct health and safety inspections on a regular basis, the Head Start Classrooms, parent involvement room, office, kitchen and playground at the Child Care Program. Findings from these inspections will be discussed with the Child Care Program Center Supervisor and the Head Start/Early Head Start Collaborations Manager for appropriate corrective actions when needed.

### Media Coverage

- No child or family member/guardian may be photographed or videotaped without expressed written consent from the parent/guardian. Media coverage and materials for the collaboration classroom must give recognition to the City of Chattanooga Head Start/Early Head Start Program, the Federal Head Start Program and the City of Chattanooga Department of Youth and Family Development Child Care Program.

Smoke Free, Toxin Free, Drug Free Workplace

- The Child Care Program/Head Start Program agrees to operate the collaboration classroom in accordance with the City of Chattanooga Head Start Program's policies and procedures, Administration IV-J 22, 23, 24, the City of Chattanooga's policies and procedures regarding Alcohol and Drugs and by other applicable federal policies regarding smoke free, toxin free and drug free workplace.

Partisan Political Activities

- The Child Care Program and the Head Start/Early Head Start Program agree to operate the collaboration classroom in accordance with the City of Chattanooga Department of Youth and Family Development Administrative policies and procedures on partisan political activities.

Religious Activity Prohibited

- The Child Care Program and the Head Start Program are prohibited from engaging in religious worship instruction or proselytism as part of or in connection with the performance of this contract.

Parent Fees

- The Child Care Program and the Head Start Program agree that services provided under this contract shall be at no cost to the parents. Billing parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent, so long as the parent does not incur any out-of-pocket expense.
- Reimbursement for services provided for before and after Head Start hours will be the sole responsibility of the Child Care Program. The Child Care Program will access the Child Care Certificate Program through the Tennessee Department of Human Services to secure funding for before and after Head Start care. The Child Care Certificate Program requires that parents be assessed a fee based on a sliding scale to be eligible to receive Child Care

Certificate. The Child Care Program will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly. If Child Care Certificates are not available the parent will have the option of paying for before and after care.

#### Parent/Community Complaints

- The Child Care Program collaboration classroom will abide by the Head Start Program Design and Management, Program Governance Policies and Procedures III,A,9a as it relates to hearing and resolving parent/community complaints. The Child Care Program supervisory staff will be included in every step of the process.

#### Confidentiality of Records

- In all matters pertaining to the records of the children and families maintained by the Child Care Program and by Head Start, both programs will comply with the Tennessee Public Records Act, T.C.A. S10-7-501, et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. The Child Care Program and Head Start shall make such records available on a "need to know basis" to authorized personnel of the Child Care Program and the Head Start Program, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. The Child Care Program and Head Start further agree to notify each other of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The Child Care Program and the Head Start Program will not release records pertaining to a student's evaluation to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

- All policies of the Health Insurance Probability and Accounting Act of 1996 (HIPAA) will be followed in release of client information.

#### Records

- The Child Care Program agrees to provide any necessary records for monitoring and accreditation purposes. The Child Care Program and Head Start agree that the auditor for either program or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recordings, agreements and contracts for the purpose of examination, excerpts and transcription.

#### Statement of Non-Discrimination

- The Child Care Program/Head Start Program shall not discriminate against any employee or applicant for employment because of race, color, religion, disability or national origin, and;
  - a. Shall take affirmative action to ensure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability or national origin, and
  - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or national origin.

#### License Requirement

- The Child Care Program and the Head Start Program represent that they are duly licensed by and in good standing with the State of Tennessee, that staff are properly certified to practice their specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, no staff members have been convicted of a felony and that no disciplinary charges have been filed against

them with the relevant Tennessee licensing agency. Child Care Program and Head Start Program further agree to report to each other any background investigation undertaken by or on behalf of each other.

#### Legal Proceedings

- The Child Care Program/Head Start Program agree to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to either program, in any legal proceedings arising from alleged failure of either program to comply with Federal and State Laws.

#### Modification of Agreement

- This agreement may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

#### Termination of Agreement

- This agreement may be terminated, without cause, by either party by giving written notice to the other, at least thirty (30) days before the effective date of such termination. This agreement may be terminated immediately by either party for cause, which cause may include but not be limited to:
  - a. Non-compliance with applicable rules, regulations and procedures (state, federal and local).
  - b. Non-compliance with this agreement and the failure to cure such non-compliance within 15 days after notice to the Director of each program.

#### Notice of Federal Interest

- Should either party terminate the contract, the Head Start Program shall then withhold payments for services, equipment, toys and materials referred to in this agreement. Return of Head Start properties to the Head Start/Early Head Start Program will be executed upon termination of agreement.

Property Liability

- Notwithstanding the above, the Child Care Program and the Head Start Program shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

Terms of Service

- The terms of this agreement shall commence beginning on August 19, 2013 and end on May 13, 2014. Head Start class hours will be four hours each day from 9:00 a.m. - 1:00 p.m.
- Under this contract the total number of days will be 170. This excludes attendance in Head Start for the weeks of fall break, Christmas/New Year winter break and spring break. If parents need services during these dates, they will need to make a request to the Child Care Program Center Supervisor to work out an agreement for continued services during the above listed weeks.

Thomas H. Stone  
ADMINISTRATOR DEPARTMENT OF  
YOUTH AND FAMILY DEVELOPMENT

John A. Antebi  
DIRECTOR HEAD START/EARLY HEAD  
START PROGRAM

Obert Dorel  
CENTER SUPERVISOR CHILD CARE  
PROGRAM

WAT

CONTRACT

Between  
CITY OF CHATTANOOGA  
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT  
HEAD START/EARLY HEAD START PROGRAM

and

DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT  
CHILD CARE PROGRAM

**EARLY HEAD START**  
2013-2014

**THIS CONTRACT** made and entered into by and between the Department of Youth and Family Development Program and the City of Chattanooga Early Head Start Program, hereinafter referred to as Early Head Start Program with principal office at 2302 Ocoee Street, Chattanooga, Tennessee 37406 and the Department of Youth and Family Development Child Care Program, herein after referred to as the Child Care Program, with its principal office at 501 West 12<sup>th</sup> Street, Chattanooga, Tennessee 37402 is to be effective for the 2013-2014 program year.

**WITNESSETH**

**WHEREAS**, The Head Start/Early Head Start Program is authorized under the provisions of the **Improving Head Start School Readiness Act of 2007** to provide services to children and families; and

**WHEREAS**, The Early Head Start Program desires to form a collaborative partnership with the Child Care Program to serve eight children, ages 2 years through 3 years at the City of Chattanooga Youth and Family Development Child Care Program, who are determined to be eligible for the Early Head Start Program according to 45 CFR 1305.4, H.S. Performance Standards; and

**WHEREAS**, The Child Care Program presently has available programs, services and facilities for eligible Early Head Start children and families and desires to provide said services to the Early Head Start Program under a collaborative agreement.

**NOW, THEREFORE**, in consideration of the mutual promises the parties hereunder, and for other good and valuable considerations the receipt of which is hereby acknowledged, the Head Start/Early Head Start Program and the Child Care Program hereby enter into a contract for services as described below:

Performance Standards and Licensing Requirements

- The Child Care Program and the Early Head Start Program agree to be subject to and operate under the rules and regulations of the Head Start Performance Standards and the Tennessee Department of Human Services Child Care Service Division Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to the eight (8) toddlers and their families enrolled in the Child Care Program/Early Head Start Collaboration Program.

Reimbursement from Funding Resources

- The Child Care Program and the Early Head Start Program shall comply with federal and state laws and shall cooperate with each other to the extent reasonably necessary in order to obtain approval of the program and of expenditures there under in order that the Child Care Program and the Early Head Start Program may obtain reimbursement from Tennessee Department of Human Services, Administration for Children, Youth and Families and other funding resources for its expenditures under this collaborative partnership agreement in accordance with the provisions of the Improving Head Start School Readiness Act of 2007. Reimbursement from Early Head Start will be at a fixed rate cost of \$29.50 per day per child for eight (8) toddlers. Invoices for payment from Early Head Start must be submitted during the first week of the month for reimbursement of prior monthly services.

### Operational Services

- Any additional equipment, renovations and supplies recommended by Early Head Start will be secured and provided by the Child Care Program. Equipment and supplies provided to the Child Care Program shall be equivalent to but not greater than those used by the other Early Head Start centers.
- In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment previously purchased by City of Chattanooga Early Head Start must be returned to the Early Head Start program.

### MEALS

- The City of Chattanooga HS/EHS program agrees to prepare breakfast; lunch and snack for the Child Care children in all classrooms based on the hours the children are in the center. The Child Care Program will order food for their children, and will claim meals, kitchen supplies and the salaries of two Dietary Assistants on their Child and Adult Care Food Program (CACFP).

### Staff Qualifications

- The Child Care Program shall certify that all children referred will be assigned to certified and/or licensed caregivers and therapists and no caregiver, or therapist not in good standing with his/her licensing/ certifying agency will be assigned to any children so enrolled. All Primary Caregivers (teachers) must have at least a CDA Credential with Infant-Toddler Endorsement WHEN HIRED.

### Staff Training

- The Child Care Program agrees to furnish substitutes for all Early Head Start staff to attend Head Start/Early Head Start Pre-Service and all other required Early Head Start training.

### Joint Planning

- The Child Care Program and Early Head Start staff will work together to plan activities and create an environment that assures that the developmental needs of the children and families enrolled under the collaborative partnership agreement are met. Joint planning sessions will be scheduled on a regular basis, with guidance from the Child Care Program and Early Head Start staff and parents for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. **The Child Care Program must agree to give teaching staff one hour joint planning time each day when not in direct supervision of children and other classroom responsibilities.**

### Joint Staff Supervision and Evaluation

- The Child Care Program and the Early Head Start Program supervisory staff will jointly monitor the job performance of the collaboration staff. Early Head Start supervisory staff will provide written information, based on observations, to the Child Care Program Center Supervisor. This information will document staff performance based on their job description, Head Start Performance Standards and Day Care Licensing requirements. This information will be used by Early Head Start supervisory staff and Child Care Program's Center Supervisor as a basis for training, career development, promotion and increases in salary.

### Employee Dissatisfaction and Grievance/Internal Dispute Resolution

- The Child Care Program collaboration staff will follow the Child Care Program Policies for addressing employee dissatisfaction.

### Services Provided by Early Head Start

- The Early Head Start Program agrees to provide the following services for Child Care Program /Early Head

Start collaboration children, parents and staff in accordance with the Head Start Performance Standards with assistance from and in collaboration with Child Care Program:

- Coordination of all Content Areas by the Head Start/ Early Head Start Multidisciplinary Team Managers and Mentor Lead Teacher assigned to the center
- Parent Involvement Services and Training
- Family Services and Training
- Mental Health Services and Training
- Health Services and Training
- Disabilities Services and Training
- Nutrition Training and Menu Planning
- Disabilities Consultation with the Head Start/Early Head Start Disabilities Coordinator and Disabilities Training
- Interpreter Services
- Educational Consultation, classroom observations, monitoring and training
- Parent Representation on the Child Care Program/Early Head Start Parent Committee and Head Start/Early Head Start Policy Council
- Annual Self-Assessment Process
- Staff training, as required by Performance Standards and as deemed necessary by the Child Care Program and Early Head Start staff

#### Curriculum

- The Child Care Program and the Early Head Start Program agree to implement curricula as required by Head Start Performance Standards on Education and Early Childhood Development, as a foundation for the child's successful transition to and participation in Head Start or other appropriate preschool program. The Child Care Program and the Early Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs,

as required by the Head Start Performance Standards. The Creative Curriculum for Infants and Toddlers will be the curriculum to be used in all classrooms.

#### Transportation

- The Early Head Start Program agrees to provide transportation for field trips, special events and appointments for Early Head Start children, pregnant women and families enrolled in the collaboration classrooms.

#### Materials

- The Early Head Start Program agrees to select, with input from the Child Care Program staff, and to provide materials that are required to meet Head Start Performance Standards.
- The Child Care Program agrees to furnish all materials that are required to meet Tennessee Licensing Standards.

#### Health and Safety Inspection

- The Child Care Program and the Early Head Start Program agree that a representative of the Early Head Start Program will monitor and conduct health and safety inspections on a regular basis, in the Early Head Start classroom, parent involvement room, office, kitchen and playground at the Child Care Program. Findings from these inspections will be discussed with the Child Care Program Center Supervisor and the Head Start/Early Head Start Collaborations Manager for appropriate corrective action when needed.

#### Media Coverage

- No child or family member/guardian may be photographed or videotaped without expressed written consent from the parent/guardian. Media coverage and materials for the collaboration classrooms must give recognition to the City of Chattanooga Early Head Start Program, the Federal Head Start Program and the Department of Youth

and Family Development Child Care Program.

Smoke Free, Toxin Free, Drug Free Workplace

- The Child Care Program/Early Head Start Program agree to operate the collaboration classrooms in accordance with the Chattanooga Head Start/Early Head Start Program's policies and procedures, Administration IV-J 22, 23, 24, the City of Chattanooga's policies and procedures regarding Alcohol and Drugs and by other applicable federal policies regarding smoke free, toxin free and drug free workplace.

Partisan Political Activities

- The Child Care Program and the Early Head Start Program agree to operate the collaboration classrooms in accordance with the City of Chattanooga Department of Youth and Family Development Administrative policies and procedures on partisan political activities.

Religious Activity Prohibited

- The Child Care Program and the Early Head Start Program are prohibited from engaging in religious worship instruction or proselytism as part of or in connection with the performance of this contract.

Parent Fees

- The Child Care Program and the Early Head Start Program agree that services provided under this contract shall be at no cost to the parents. Billing parent's insurance or accessing other third party funding available for services to the child shall not be seen as a cost to the parent, so long as the parent does not incur any out-of-pocket expense.
- Reimbursement for services provided for before and after Early Head Start hours will be the sole responsibility of the Child Care Program. The Child Care Program will access the Child Care Certificate Program through the Tennessee Department of Human Services to secure funding for before and after Early Head Start care. The Child

Care Certificate Program requires that parents be assessed a fee based on a sliding scale to be eligible to receive Child Care Certificates. The Child Care Program will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly. If Child Care Certificates are not available the parent will have option of paying for before and after care.

#### Parent/Community Complaints

- The Child Care Program/Early Head Start Collaboration classrooms will abide by the Head Start Program Design and Management, Program Governance Policies and Procedures III,A,9a as it relates to hearing and resolving Parent/Community Complaints. The Child Care Program supervisory staff will be included in every step of the process.

#### Confidentiality of Records

- In all matters pertaining to the records of the children and families maintained by the Child Care Program and by Head Start/Early Head Start, both programs will comply with the Tennessee Public Records Act, T.C.A. S10-7-501, et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Records will be made available on a "need to know basis", to authorized personnel of the Child Care Program and the Early Head Start Program, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. The Child Care Program and Early Head Start further agree to notify each other of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The Child Care Program and the Early Head Start Program will not

release records pertaining to a student's evaluation to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

- All policies of the Health Insurance Probability and Accounting Act of 1996 (HIPAA) will be followed in release of client information.

#### Records

- The Child Care Program agrees to provide any necessary records for monitoring and licensing purposes. The Child Care Program and Early Head Start agree that the auditor for either program or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recordings, agreements and contracts for the purpose of examination, excerpts and transcription.

#### Statement of Non-Discrimination

- The Child Care Program/Early Head Start Program shall not discriminate against any employee or applicant for employment because of race, color, religion, disability or national origin, and;
  - a. Shall take affirmative action to ensure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability or national origin, and
  - b. Shall in all solicitations or advertisements for employee's state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or national origin.

#### License Requirement

- The Child Care Program and Early Head Start Program represent that they are duly licensed by and in good standing with the State of Tennessee, that staff are

properly certified to practice their specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, no staff members have been convicted of a felony and that no disciplinary charges have been filed against them with the relevant Tennessee licensing agency. The Child Care Program and Early Head Start further agree to report to each other any background investigation undertaken by or on behalf of each other.

#### Legal Proceedings

- The Child Care Program/Early Head Start Program agree to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to either program, in any legal proceedings arising from alleged failure of either program to comply with Federal and State Laws.

#### Modification of Agreement

- This agreement may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.

#### Termination of Agreement

- This agreement may be terminated, without cause, by either party by giving written notice to the other, at least thirty (30) days before the effective date of such termination. This agreement may be terminated immediately by either party for cause, which cause may include but not be limited to:
  - a. Non-compliance with applicable rules, regulations and procedures (state, federal and local).
  - b. Non-compliance with this agreement and the failure to correct such non-compliance within 15 days after notice to the Director of each program.

#### Notice of Federal Interest

- Should either party terminate the contract, the Early Head Start Program shall then withhold payments for services, equipment, toys and materials referred to in

this agreement. Return of Early Head Start properties to the Early Head Start Program will be executed upon termination of agreement.

Property Liability

- Notwithstanding the above the Child Care Program and the Early Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

Terms of Service

- The terms of this agreement shall commence on July 1, 2013 and end on June 30, 2014. Early Head Start hours will be 6 hours each day, times to be set according to center hours.
- Under this contract the total number of days for Early Head Start will be 237. This excludes attendance in EHS for the weeks of fall break, Christmas/New Year winter break, and spring break. If parents need services during these dates they will need to make the request to the Child Care Program Center Supervisor to work out agreement for continued service during the listed above weeks.

Donna H Stone  
ADMINISTRATOR, DEPARTMENT OF  
YOUTH AND FAMILY DEVELOPMENT

E J Antell  
DIRECTOR HEAD START/EARLY  
HEAD START PROGRAM

Cheri Daniels  
CENTER SUPERVISOR, CHILD CARE  
PROGRAM

WBA