

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT TO PROVIDE SERVICES TO ONE HUNDRED FIFTY (150) CHILDREN AND WORK ON NECESSARY REMODELING THROUGH COLLABORATIONS BETWEEN EARLY HEAD START/CHILD CARE PARTNERSHIP AND KID'S KORNER LEARNING AND DEVELOPMENT CENTER; NEWTON CHILD DEVELOPMENT CENTER; MAURICE KIRBY DAY CARE CENTER; CHAMBLISS CENTER FOR CHILDREN; FIRST STEP CHRISTIAN DAY CARE, INC.; CHILDCARE NETWORK-REDLANDS; AND SIGNAL CENTERS, INC., FOR A TOTAL AMOUNT OF THREE HUNDRED EIGHTY-THOUSAND DOLLARS (\$380,000.00).

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 hereby authorized to provide services to 150 children and work on necessary remodeling through collaborations between Early Head Start/Child Care Partnership and Kid's Korner Learning and Development Center; Newton Child Development Center; Maurice Kirby Day Care Center; Chambliss Center for Children; First Step Christian Day Care, Inc.; Childcare Network-Redlands; and Signal Centers, Inc., for a total amount of \$380,000.00.

ADOPTED: _____, 2015

/vmm

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: June 29, 2015

Preparer: Sherry Hutsell, Director

Department: Youth & Family Development/Head Start CCP

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

To provide services to 150 children and work on necessary remodeling thru collaborations between Early Head Start - Child Care Partnership and Kid's Korner Learning and Development Center, Newton Child Development Center, Maurice Kirby Day Care Center, Chambliss Center for Children, First Step Christian Daycare Inc., Childcare Network-Redlands and Signal Center.

Name of Vendor/Contractor/Grant, etc. _____
Total project cost \$ 380,000.00
Total City of Chattanooga Portion \$ _____
City Amount Funded \$ _____
New City Funding Required \$ _____
City's Match Percentage % 0%

New Contract/Project? (Yes or No) New Contract
Funds Budgeted? (YES or NO) Yes
Provide Fund 8545
Provide Cost Center N00306-N00307-N00308
Proposed Funding Source if not budgeted _____
Grant Period (if applicable) 03/01/2015 THRU 08/31/2016

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$380,000.00	Department of Health and Human Services, Administration for Children and Families.
\$	
\$	

Agency Grant Number _____

CFDA Number if known _____

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

Approved by: *Lurone Jennings*
DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

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

Revised: October, 2011



*File
6/22/15*

City of Chattanooga
Department of Youth and Family Development
Head Start / Early Head Start Program

Lurone Jennings, Sr.
Administrator

Sherry L. Hutsell
Director

June 19, 2015

TO • : Donna Stone

FROM : Ricardo Estrada

SUBJECT: Resolution Request on

Collaboration Contracts for new grant – Early Head Start Child Care Partnership

Attached you will find the following collaboration contracts for new Oracle Grant # 8545 that belongs to Early Head Start Child Care Partnership for the period of time from March 1, 2015 to August 14, 2015:

1. Signal Center
2. Kid's Korner Learning & Development Center
3. Child Care Network # 34
4. First Steps Christian Daycare, Inc.
5. Chambliss Center for Children
6. Newton Child Development Center
7. Maurice Kirby Child Care Center

This is our request to process a resolution for the total amount of \$380,000.00 according to the attached spreadsheet.

Thank you very much for your help.

Please sign and return:

Donna H. Stone

Date:

6/22/15

EARLY HEAD START CHILD CARE PARTNETSHIP CONTRACT
between
CITY OF CHATTANOOGA HEAD START/EARLY HEAD START PROGRAM
and
SIGNAL CENTERS, INC.

March 1, 2015 - August 14, 2015

THIS CONTRACT sets forth the terms and understanding between the City of Chattanooga HS/EHS and Signal Centers, Inc. to provide comprehensive services to eligible families with infants and toddlers. Services provided in Childcare settings will comply with the CITY OF CHATTANOOGA EARLY HEAD START PROCEDURES and the HEAD START ACT. These services are funded through the Early Head Start/Child Care Partnership grant funds.

BACKGROUND

The Head Start/Early Head Start Program is authorized under the provisions of the CHILD CARE PARTNERSHIP GRANT (throughout this contract will be referred to as CCP) to provide services to children and families. The Early Head Start/Child Care Partnerships are intended to accomplish the following goals:

- Increase access to coordinated comprehensive services for low-income children and families in child care;
- Increase the capacity of child care providers serving low-income families; and services;
- Foster strong partnerships that in turn strengthen the local early childhood system and services.

ROLES AND RESPONSIBILITIES

This contract establishes a collaborative partnership between City of Chattanooga HS/EHS and Signal Centers, Inc.. The roles and responsibilities listed below are the agreements and actions developed by two consenting entities to share resources, knowledge and people to fulfill the shared objective of increasing access to quality comprehensive early childhood services for low income families with infants and

toddlers. Both partners are entering into this contract with a full understanding of the Early Head Start Procedures, and the requirements of the Early Head Start Child Care Partnerships as defined by the Administration for Children and Families. Both partners have completed an initial partnership assessment and have determined this partnership to be mutually beneficial.

While only enrolled EHS-CC Partnership children will be eligible for direct family specific benefits such as home visits, health tracking and promotion, and family partnership agreements, partners must operationalize services to ensure there is no segregation or stigmatization of EHS-CC Partnership children due to the additional requirements or services.

WHEREAS, The Head Start/Early Head Start Program desires to form a collaborative partnership with Signal Centers, Inc., children ages one year to three years in the Early Head Start Program and

WHEREAS, Signal Centers, Inc. 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.

City of Chattanooga Early Head Start Program Policies and Procedures and Licensing Requirements

- Signal Centers, Inc. and the Early Head Start Program agree to be subject to and operate under the City of Chattanooga Early Head Start Program Policies and Procedures, the Tennessee Department of Human Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to enrolled Early Head Start children and their families enrolled in Signal Centers, Inc.

Reimbursement from Funding Resources

- Signal Centers, Inc. and the HS/EHS 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 Signal Centers, Inc. and the Head Start/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.

ELIGIBILITY, REQUIREMENT, SELECTION, ENROLLMENT, AND ATTENDANCE:

City of Chattanooga HS/EHS will work closely with Signal Centers, Inc. to ensure all children and families enrolled in the partnership are either income or categorically eligible for Early Head Start Services. City of Chattanooga HS/EHS will work with Signal Centers, Inc. to identify partnership eligible families currently enrolled in the Child Care Program. Chattanooga HS/EHS will qualify and complete all enrollment procedures before children are placed in the partnership class.

Signal Centers, Inc. will provide daily, weekly and monthly attendance reports. Signal Centers, Inc. will work closely with partnership families to ensure consistent attendance. Signal Centers, Inc. will work closely with enrolled families and City of Chattanooga HS/EHS to successfully complete subsidy applications and subsidy re-determinations.

REIMBURSEMENT

- The amount of payment for instructional and childcare services to Early Head Start children is \$35.00 per day, beginning with the first day of the child's attendance, for Signal Centers, Inc. infants and toddlers. Monthly payments will vary due to the different days of service. Signal Centers, Inc. agrees to bill City of Chattanooga Head Start/Early Head Start on a monthly basis. City of Chattanooga Head Start/Early Head Start will pay for a child who is absent with an excused absence for one week. After that the child slot will not be paid for until the child returns or the slot is filled by another child.

Invoices for payment from City of Chattanooga Head Start/Early Head Start must be submitted during the first five days of the month for reimbursement of prior monthly service. The Early Head Start Program has 30 days after the date when the invoice has been received and the amount is correct to reimburse the CCP provider for their service. The amount to be reimbursed for each month cannot exceed the amount that is in the CCP Program budget.

Operational Services

City of Chattanooga agrees to purchase start-up toys, books, equipment, and supplies as deemed necessary by both parties of the partnerships.

- Any additional equipment, renovations and supplies will be secured by Signal Centers, Inc. Renovation expenses during the start up period must first be approved by the City of Chattanooga EHS program and expenses agreed upon to be reimbursed from the specified amount in the grant budget or adjustments thereof. Reimbursement will be made after the work is complete. All proper documentation of service has to be received by the EHS program and must be included in the bill for the work. The work must be done by the partnership maintenance personnel or contractor of partnership choice. If any of the renovation project has a labor cost of more than \$2,500 the contractor must follow the requirements from the Davis-Bacon Act.

Insurance Requirements

- Signal Centers, Inc. 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

- Signal Centers, Inc. agrees to furnish the Head Start/Early Head Start Program, in-kind for space costs, Early Head Start classrooms, offices and playgrounds.

Meals

- Signal Centers, Inc. 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 with special diets must have all requirements of the orders from the child's physicians meet at no cost to parents.
- The following MUST be provided:
 - a. Infant formula, according the child's home diet
 - b. Boiled (and cooled) water for mixing formula (if powdered or concentrate is used)
 - c. Infant food (non-fortified infant cereal, plain meats/vegetables/fruits; nothing higher than "stage one"; no mixed dinners or desserts
 - d. Sterilized bottles, nipples, spoons, bowls, etc.-and not used until sterilized
 - e. all specialized formulas for older children (such as Pediasure, Elecare, etc)
 - f. All special milks for the children, based on food allergies (such as 8th Continent Soy milk, Lactaid milk, etc.)
- All special diets must be fully accommodated. It is not acceptable to simply not serve the offending food to the child; an appropriate substitution must be provided.
- Religious food preference must be honored in the same manner as food allergies
- Whole milk must be served to children age 12-23 months.
- Skim or 1% milk must be served to children age 24 months and older.
- Food must be available for EHS children between meals for "feeding on demand".
- Breakfast must be available for children arriving late who have not eaten before they have arrived at school. It does not have to be the same food as the meal served, but must be a nourishing breakfast (such as cereal or milk).
- Signal Centers, Inc. will be responsible for submitting the necessary paper work for their contract with the CACFP program, submitting their request for reimbursement and will receive all CACFP reimbursement.

Staff Qualifications

- All Early Head Start primary caregivers must have at least a CDA with infant-toddler endorsement or an equivalent credential that addresses comparable competences, at the time of employment.
- Signal Centers, Inc. 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 staff working with EHS children are required to have a background check, physical and TB screen.

Staff Training

- Signal Centers, Inc. agrees to furnish substitutes for all Early Head Start staff to attend Head Start Pre-Service and all other required Early Head Start training. During the start up training period, the CCP will be responsible for paying any substitutes and then billing the Early Head Start program for reimbursement of said expenses.

Joint Planning

- Signal Centers, Inc. 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 Signal Centers, Inc. and Early Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. Early Head Staff will work closely with Child Care Partnership staff to provide professional development, coaching, and supervision for all teachers with emphasis on continuity of care and relational learning that supports children and their families and fosters school readiness.
- CITY OF CHATTANOOGA EHS STAFF WILL INCORPORATE THE EHS-CHILD CARE PARTNERS INTO A MONITORING AND IMPROVEMENT PLAN SYSTEM.
- SIGNAL CENTERS, INC. AGREES TO GIVE THE EARLY HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.

Joint Staff Supervision and Evaluation

Signal Centers, Inc. 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 Signal Centers, Inc. Director. This information will document staff performance based on their job description, Head Start/Early 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 children, parents and staff in accordance with the Early Head Start Procedures with assistance from and in partnership with Signal Centers, Inc.

Comprehensive Services

City of Chattanooga EHS staff is responsible for ensuring the provision of all comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services for all enrolled EHS-CC Partnership children. To that end City of Chattanooga EHS staff will work closely with Signal Centers, Inc. to coordinate and deliver services in the facility where EHS-CC Partnership children are located.

EHS will ensure that family advocates assigned to this partnership will have appropriate caseloads. With at least one full time worker per every forty-five enrolled families in the total partnership.

EHS will work with Signal Centers, Inc. to ensure a minimum of two annual home visits is made available for each enrolled child.

EHS will support the inclusion and delivery of services to children with disabilities in partnership with Signal Centers, Inc.

EHS will work closely with Signal Centers, Inc. to coordinate all developmental, sensory, and behavioral screening and assistance with provision of follow up services as mandated in the Head Start Procedures.

Curriculum

- Signal Centers, Inc. and the Head Start/Early Head Start Program agree to implement curricula as required by Early Head Start Procedures 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. Signal Centers, Inc. and the Head Start/Early Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, required by the Procedures. The Creative Curriculum for infants and toddlers will be the curriculum to be used in all classrooms.
- In addition to the Curriculum a developmentally appropriate assessment for infants and toddlers will be conducted ongoing in order to individualize instruction for each child.

CHILD-STAFF RATIO

- Each teacher working with infants and toddlers in this partnership shall have the responsibility for no more than four infants or toddlers. According to Early Head Start Procedures this ratio must be met at all times and there must be two teachers present in the classroom of eight at ALL times. For Partnerships who do not meet the ratio according to Procedures of Early Head Start the Partnership will be in jeopardy of losing funds for the days ratio is not met.
- A compliance plan must be immediately developed and met. If the Partnership cannot meet this requirement, discussion must begin on the continuation of the Partnership.

Health and Safety Inspection

- Signal Centers, Inc. and the Head Start/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.

- EHS will work closely with Signal Centers, Inc. to ensure that all Early Head Start Procedures, including square footage, health and safety, appropriate crib and sleep arrangements, and facilities are met. However, the initial partnership assessment must include a determination of capacity of the Signal Centers, Inc. to meet these standards in a timely manner that aligns with the grant requirements.
- Findings from these inspections will be discussed with Signal Centers, Inc.'s Director and the Head Start/Early Head Start Director for appropriate corrective written plan of 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 Head Start/Early Head Start Program, the Federal Head Start Program and Children's Academy of Early Learning Center.

Smoke Free, Toxin Free, Drug Free Workplace

Signal Centers, Inc. and the Head Start/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

- Signal Centers, Inc. and the Head Start/Early Head Start Program agrees 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

- Signal Centers, Inc. and the Head Start/Early Head Start Program are prohibited from engaging in religious worship instruction on proselytization as part of or in connection with the performance of this contract.

Parent Fees

- Signal Centers, Inc. 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 Signal Centers, Inc. 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. Signal Centers, Inc. will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly.
- Signal Centers, Inc. will immediately inform City of Chattanooga HS/EHS of subsidy eligibility changes for enrolled partnership families.

Parent/Community Complaints

Signal Centers, Inc. Early Head Start Collaboration classrooms 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. Signal Centers, Inc. 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 Signal Centers, Inc. 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.
- Signal Centers, Inc. and Head Start/Early Head Start shall make such records available on a "need to know basis", to authorized personnel of Signal Centers, Inc. and the Head Start/Early Head Start Program, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Signal Centers, Inc. and Head Start/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. Signal Centers, Inc. and the Head Start/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.

Records

- Signal Centers, Inc. agrees to provide any necessary records for monitoring and licensing purposes. Signal Centers, Inc. 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

- Signal Centers, Inc./Head Start/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

- Signal Centers, Inc. 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 Head Start/Early Head Start pursuant to this Agreement. Chattanooga Head Start/Early Head Start will agree to hold harmless Signal Centers, Inc. from any negligent acts of its (Head Start/Early Head Start) employees within the bounds of this partnership.

License Requirement

Signal Centers, Inc. and Head Start/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. Signal Centers, Inc. 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 Proceeding

Signal Centers, Inc./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. Modifications will be based on changes to the intent of the grant as prescribed by Federal guidelines or changes to service areas.

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 5 days after notice to the Director of the Partnership program.

Notice of Federal Interest

In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment and major renovation materials purchased by the Chattanooga Early Head Start program must be returned to the Early Head Start Program.

A notice of Federal Interest will be filed at the Hamilton

County Register of Deeds Office.

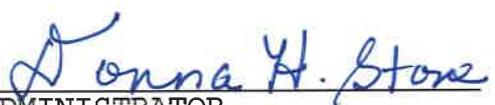
Return of Head Start properties to the Head Start/Early Head Start Program will be executed on or before termination of agreement.

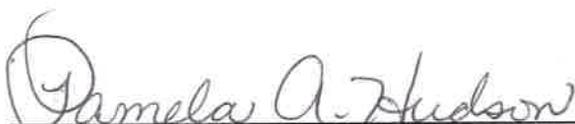
Property Liability

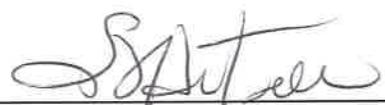
- Notwithstanding the above, Signal Centers, Inc. and Head Start/Early Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

Schedule of Operations Signal Centers, Inc. will be responsible to work with City of Chattanooga HS/EHS to ensure child care services to partnership families for at least 6 hours per day. EHS will not operate during the scheduled fall, winter and spring breaks. The CCP grant period for this contract is March 1, 2015 to August 14, 2015 (6 months).


CHIEF EXECUTIVE OFFICE,
Signal Centers, Inc.


ADMINISTRATOR,
Department of Youth and
Family Development


PROGRAM DIRECTOR
Signal Centers, Inc.


DIRECTOR,
Head Start/EHS Program

EARLY HEAD START CHILD CARE PARTNETSHIP CONTRACT
between
CITY OF CHATTANOOGA HEAD START/EARLY HEAD START PROGRAM
and
KID'S KORNER LEARNING & DEVELOPMENT CENTER

March 1, 2015 - August 14, 2015

THIS CONTRACT sets forth the terms and understanding between the City of Chattanooga HS/EHS and Kid's Korner Learning & Development Center to provide comprehensive services to eligible families with infants and toddlers. Services provided in Childcare settings will comply with the CITY OF CHATTANOOGA EARLY HEAD START PROCEDURES and the HEAD START ACT. These services are funded through the Early Head Start/Child Care Partnership grant funds.

BACKGROUND

The Head Start/Early Head Start Program is authorized under the provisions of the CHILD CARE PARTNERSHIP GRANT (throughout this contract will be referred to as CCP) to provide services to children and families. The Early Head Start/Child Care Partnerships are intended to accomplish the following goals:

- Increase access to coordinated comprehensive services for low-income children and families in child care;
- Increase the capacity of child care providers serving low-income families; and services;
- Foster strong partnerships that in turn strengthen the local early childhood system and services.

ROLES AND RESPONSIBILITIES

This contract establishes a collaborative partnership between City of Chattanooga HS/EHS and Kid's Korner Learning & Development Center. The roles and responsibilities listed below are the agreements and actions developed by two consenting entities to share resources, knowledge and people to fulfill the shared objective of increasing access to quality comprehensive early childhood services for low income

families with infants and toddlers. Both partners are entering into this contract with a full understanding of the Early Head Start Procedures, and the requirements of the Early Head Start Child Care Partnerships as defined by the Administration for Children and Families. Both partners have completed an initial partnership assessment and have determined this partnership to be mutually beneficial.

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WHEREAS, The Head Start/Early Head Start Program desires to form a collaborative partnership with Kid's Korner Learning & Development Center, children ages one year to three years in the Early Head Start Program and

WHEREAS, Kid's Korner Learning & Development Center 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.

City of Chattanooga Early Head Start Program Policies and Procedures and Licensing Requirements

- Kid's Korner Learning & Development Center and the Early Head Start Program agree to be subject to and operate under the City of Chattanooga Early Head Start Program Policies and Procedures, the Tennessee Department of Human Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to enrolled Early Head Start children and their families enrolled in Kid's Korner Learning & Development Center.

Reimbursement from Funding Resources

- Kid's Korner Learning & Development Center and the HS/EHS 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 Kid's Korner Learning & Development Center and the Head Start/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.

ELIGIBILITY, REQUIREMENT, SELECTION, ENROLLMENT, AND ATTENDANCE:

City of Chattanooga HS/EHS will work closely with Kid's Korner Learning & Development Center to ensure all children and families enrolled in the partnership are either income or categorically eligible for Early Head Start Services. City of Chattanooga HS/EHS will work with Kid's Korner Learning & Development Center to identify partnership eligible families currently enrolled in the Child Care Program. Chattanooga HS/EHS will qualify and complete all enrollment procedures before children are placed in the partnership class.

Kid's Korner Learning & Development Center will provide daily, weekly and monthly attendance reports. Kid's Korner Learning & Development Center will work closely with partnership families to ensure consistent attendance. Kid's Korner Learning & Development Center will work closely with enrolled families and City of Chattanooga HS/EHS to successfully complete subsidy applications and subsidy re-determinations.

REIMBURSEMENT

- The amount of payment for instructional and childcare services to Early Head Start children is \$35.00 per day, beginning with the first day of the child's attendance, for Kid's Korner Learning & Development Center infants and toddlers. Monthly payments will vary due to the different days of service. Kid's Korner Learning & Development Center agrees to bill City of Chattanooga Head Start/Early Head Start on a monthly basis. City of Chattanooga Head Start/Early Head Start will pay for a child who is absent

with an excused absence for one week. After that the child slot will not be paid for until the child returns or the slot is filled by another child. Invoices for payment from City of Chattanooga Head Start/Early Head Start must be submitted during the first five days of the month for reimbursement of prior monthly service. The Early Head Start Program has 30 days after the date when the invoice has been received and the amount is correct to reimburse the CCP provider for their service. The amount to be reimbursed for each month cannot exceed the amount that is in the CCP Program budget.

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Insurance Requirements

- Kid's Korner Learning & Development Center 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

- Kid's Korner Learning & Development Center agrees to furnish the Head Start/Early Head Start Program, in-kind for space costs, Early Head Start classrooms, offices and playgrounds.

Meals

- Kid's Korner Learning & Development Center 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 with special diets must have all requirements of the orders from the child's physicians meet at no cost to parents.
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 - b. Boiled (and cooled) water for mixing formula (if powdered or concentrate is used)
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 - d. Sterilized bottles, nipples, spoons, bowls, etc.-and not used until sterilized
 - e. all specialized formulas for older children (such as Pediasure, Elecare, etc)
 - f. All special milks for the children, based on food allergies (such as 8th Continent Soy milk, Lactaid milk, etc.)
- All special diets must be fully accommodated. It is not acceptable to simply not serve the offending food to the child; an appropriate substitution must be provided.
- Religious food preference must be honored in the same manner as food allergies
- Whole milk must be served to children age 12-23 months.
- Skim or 1% milk must be served to children age 24 months and older.

- Food must be available for EHS children between meals for "feeding on demand".
- Breakfast must be available for children arriving late who have not eaten before they have arrived at school. It does not have to be the same food as the meal served, but must be a nourishing breakfast (such as cereal or milk).
- Kid's Korner Learning & Development Center will be responsible for submitting the necessary paper work for their contract with the CACFP program, submitting their request for reimbursement and will receive all CACFP reimbursement.

Staff Qualifications

- All Early Head Start primary caregivers must have at least a CDA with infant-toddler endorsement or an equivalent credential that addresses comparable competences, at the time of employment.
- Kid's Korner Learning & Development Center 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 staff working with EHS children are required to have a background check, physical and TB screen.

Staff Training

- Kid's Korner Learning & Development Center agrees to furnish substitutes for all Early Head Start staff to attend Head Start Pre-Service and all other required Early Head Start training. During the start up training period, the CCP will be responsible for paying any substitutes and then billing the Early Head Start program for reimbursement of said expenses.

Joint Planning

- Kid's Korner Learning & Development Center 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 Kid's Korner Learning & Development Center and Early Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. Early Head Staff will work closely with Child Care Partnership staff to provide professional development, coaching, and supervision for all teachers with emphasis on continuity of care and relational learning that supports children and their families and fosters school readiness.

- CITY OF CHATTANOOGA EHS STAFF WILL INCORPORATE THE EHS-CHILD CARE PARTNERS INTO A MONITORING AND IMPROVEMENT PLAN SYSTEM.
- KID'S KORNER LEARNING & DEVELOPMENT CENTER AGREES TO GIVE THE EARLY HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.

Joint Staff Supervision and Evaluation

Kid's Korner Learning & Development Center 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 Kid's Korner Learning & Development Center Director. This information will document staff performance based on their job description, Head Start/Early 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 children, parents and staff in accordance with the Early Head Start Procedures with assistance from and in partnership with Kid's Korner Learning & Development Center.

Comprehensive Services

City of Chattanooga EHS staff is responsible for ensuring the provision of all comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services for all enrolled EHS-CC Partnership children. To that end City of Chattanooga EHS staff will work closely with Kid's Korner Learning & Development Center to coordinate and deliver services in the facility where EHS-CC Partnership children are located.

EHS will ensure that family advocates assigned to this partnership will have appropriate caseloads. With at least one full time worker per every forty-five enrolled families in the total partnership.

EHS will work with Kid's Korner Learning & Development Center to ensure a minimum of two annual home visits is made available for each enrolled child.

EHS will support the inclusion and delivery of services to children with disabilities in partnership with Kid's Korner Learning & Development Center

EHS will work closely with Kid's Korner Learning & Development Center to coordinate all developmental, sensory, and behavioral screening and assistance with provision of follow up services as mandated in the Head Start Procedures.

Curriculum

- Kid's Korner Learning & Development Center and the Head Start/Early Head Start Program agree to implement curricula as required by Early Head Start Procedures 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. Kid's Korner Learning & Development Center and the Head Start/Early Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, required by the Procedures. The Creative Curriculum for infants and toddlers will be the curriculum to be used in all classrooms.

- In addition to the Curriculum a developmentally appropriate assessment for infants and toddlers will be conducted ongoing in order to individualize instruction for each child.

CHILD-STAFF RATIO

- Each teacher working with infants and toddlers in this partnership shall have the responsibility for no more than four infants or toddlers. According to Early Head Start Procedures this ratio must be met at all times and there must be two teachers present in the classroom of eight at ALL times. For Partnerships who do not meet the ratio according to Procedures of Early Head Start the Partnership will be in jeopardy of losing funds for the days ratio is not met.
- A compliance plan must be immediately developed and met. If the Partnership cannot meet this requirement, discussion must begin on the continuation of the Partnership.

Health and Safety Inspection

- Kid's Korner Learning & Development Center and the Head Start/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.
- EHS will work closely with Kid's Korner Learning & Development Center to ensure that all Early Head Start Procedures, including square footage, health and safety, appropriate crib and sleep arrangements, and facilities are met. However, the initial partnership assessment must include a determination of capacity of the Kid's Korner Learning & Development Center to meet these standards in a timely manner that aligns with the grant requirements.
- Findings from these inspections will be discussed with Kid's Korner Learning & Development Center's Director and the Head Start/Early Head Start Director for appropriate corrective written plan of 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 Head Start/Early Head Start Program, the Federal Head Start Program and Children's Academy of Early Learning Center.

Smoke Free, Toxin Free, Drug Free Workplace

Kid's Korner Learning & Development Center and the Head Start/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

- Kid's Korner Learning & Development Center and the Head Start/Early Head Start Program agrees 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

- Kid's Korner Learning & Development Center and the Head Start/Early Head Start Program are prohibited from engaging in religious worship instruction on proselytization as part of or in connection with the performance of this contract.

Parent Fees

- Kid's Korner Learning & Development Center 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 Kid's Korner Learning & Development 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 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. Kid's Korner Learning & Development Center will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly.
- Kid's Korner Learning & Development Center will immediately inform City of Chattanooga HS/EHS of subsidy eligibility changes for enrolled partnership families.

Parent/Community Complaints

Kid's Korner Learning & Development Center Early Head Start Collaboration classrooms 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. Kid's Korner Learning & Development 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 Kid's Korner Learning & Development Center 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.

- Kid's Korner Learning & Development Center and Head Start/Early Head Start shall make such records available on a "need to know basis", to authorized personnel of Kid's Korner Learning & Development Center and the Head Start/Early Head Start Program, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Kid's Korner Learning & Development Center and Head Start/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. Kid's Korner Learning & Development Center and the Head Start/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.

Records

- Kid's Korner Learning & Development Center agrees to provide any necessary records for monitoring and licensing purposes. Kid's Korner Learning & Development Center 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

- Kid's Korner Learning & Development Center/Head Start/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

- Kid's Korner Learning & Development Center 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 Head Start/Early Head Start pursuant to this Agreement. Chattanooga Head Start/Early Head Start will agree to hold harmless Kid's Korner Learning & Development Center from any negligent acts of its (Head Start/Early Head Start) employees within the bounds of this partnership.

License Requirement

Kid's Korner Learning & Development Center and Head Start/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. Kid's Korner Learning & Development Center 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 Proceeding

Kid's Korner Learning & Development Center/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. Modifications will be made on changes to the intent of the grant as prescribed by Federal guidelines or changes to service areas.

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 5 days after notice to the Director of the Partnership program.

Notice of Federal Interest

In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment and major renovation materials purchased by the Chattanooga Early Head Start program must be returned to the Early Head Start Program.

A notice of Federal Interest will be filed at the Hamilton County Register of Deeds Office.

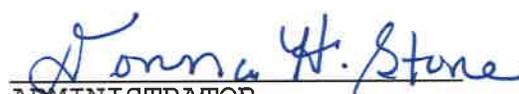
Return of Head Start properties to the Head Start/Early Head Start Program will be executed on or before termination of agreement.

Property Liability

- Notwithstanding the above, Kid's Korner Learning & Development Center and Head Start/Early Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

Schedule of Operations Kid's Korner Learning & Development Center will be responsible to work with City of Chattanooga HS/EHS to ensure child care services to partnership families for at least 6 hours per day. EHS will not operate during the scheduled fall, winter and spring breaks. The CCP grant period for this contract is March 1, 2015 to August 14, 2015 (6 months).


OWNER,
Kid's Korner Learning &
Development Center


ADMINISTRATOR,
Youth and Family
Development


DIRECTOR,
Head Start/Early
Head Start Program

EARLY HEAD START CHILD CARE PARTNETSHIP CONTRACT
between
CITY OF CHATTANOOGA HEAD START/EARLY HEAD START PROGRAM
and
CHILD CARE NETWORK #34

March 1, 2015 - August 14, 2015

THIS CONTRACT sets forth the terms and understanding between the City of Chattanooga HS/EHS and Child Care Network #34 to provide comprehensive services to eligible families with infants and toddlers. Services provided in Childcare settings will comply with the CITY OF CHATTANOOGA EARLY HEAD START PROCEDURES and the HEAD START ACT. These services are funded through the Early Head Start/Child Care Partnership grant funds.

BACKGROUND

The Head Start/Early Head Start Program is authorized under the provisions of the CHILD CARE PARTNERSHIP GRANT (throughout this contract will be referred to as CCP) to provide services to children and families. The Early Head Start/Child Care Partnerships are intended to accomplish the following goals:

- Increase access to coordinated comprehensive services for low-income children and families in child care;
- Increase the capacity of child care providers serving low-income families; and services;
- Foster strong partnerships that in turn strengthen the local early childhood system and services.

ROLES AND RESPONSIBILITIES

This contract establishes a collaborative partnership between City of Chattanooga HS/EHS and Child Care Network #34. The roles and responsibilities listed below are the agreements and actions developed by two consenting entities to share resources, knowledge and people to fulfill the shared objective of increasing access to quality comprehensive early childhood services for low income families with infants and

toddlers. Both partners are entering into this contract with a full understanding of the Early Head Start Procedures, and the requirements of the Early Head Start Child Care Partnerships as defined by the Administration for Children and Families. Both partners have completed an initial partnership assessment and have determined this partnership to be mutually beneficial.

While only enrolled EHS-CC Partnership children will be eligible for direct family specific benefits such as home visits, health tracking and promotion, and family partnership agreements, partners must operationalize services to ensure there is no segregation or stigmatization of EHS-CC Partnership children due to the additional requirements or services.

WHEREAS, The Head Start/Early Head Start Program desires to form a collaborative partnership with Child Care Network #34, children ages one year to three years in the Early Head Start Program and

WHEREAS, Child Care Network #34 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.

City of Chattanooga Early Head Start Program Policies and Procedures and Licensing Requirements

- Child Care Network #34 and the Early Head Start Program agree to be subject to and operate under the City of Chattanooga Early Head Start Program Policies and Procedures, the Tennessee Department of Human Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to enrolled Early Head Start children and their families enrolled in Child Care Network #34.

Reimbursement from Funding Resources

- Child Care Network #34 and the Head Start/EHS 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 Child Care Network #34 and the Head Start/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.

ELIGIBILITY, REQUIREMENT, SELECTION, ENROLLMENT, AND

ATTENDANCE:

City of Chattanooga HS/EHS will work closely with Child Care Network #34 to ensure all children and families enrolled in the partnership are either income or categorically eligible for Early Head Start Services. City of Chattanooga HS/EHS will work with Child Care Network #34 to identify partnership eligible families currently enrolled in the Child Care Program. Chattanooga HS/EHS will qualify and complete all enrollment procedures before children are placed in the partnership class.

Child Care Network #34 will provide daily, weekly and monthly attendance reports. Child Care Network #34 will work closely with partnership families to ensure consistent attendance. Child Care Network #34 will work closely with enrolled families and City of Chattanooga HS/EHS to successfully complete subsidy applications and subsidy re-determinations.

REIMBURSEMENT

- The amount of payment for instructional and childcare services to Early Head Start children is \$35.00 per day, beginning with the first day of the child's attendance, for Child Care Network #34 infants and toddlers. Monthly payments will vary due to the different days of service. Child Care Network #34 agrees to bill City of Chattanooga Head Start/Early Head Start on a monthly basis. City of Chattanooga Head Start/Early Head Start will pay for a child who is absent with an excused absence for one week. After that the child slot will not be paid for until the

child returns or the slot is filled by another child. Invoices for payment from City of Chattanooga Head Start/Early Head Start must be submitted during the first five days of the month for reimbursement of prior monthly service. The Early Head Start Program has 30 days after the date when the invoice has been received and the amount is correct to reimburse the CCP provider for their service. The amount to be reimbursed for each month cannot exceed the amount that is in the CCP Program budget.

Operational Services

City of Chattanooga agrees to purchase start-up toys, books, equipment, and supplies as deemed necessary by both parties of the partnerships.

- Any additional equipment, renovations and supplies will be secured by Child Care Network #34. Renovation expenses during the start up period must first be approved by the City of Chattanooga EHS program and expenses agreed upon to be reimbursed from the specified amount in the grant budget or adjustments thereof. Reimbursement will be made after the work is complete. All proper documentation of service has to be received by the EHS program and must be included in the bill for the work. The work must be done by the partnership maintenance personnel or contractor of partnership choice. If any of the renovation project has a labor cost of more than \$2,500 the contractor must follow the requirements from the Davis-Bacon Act.

Insurance Requirements

- Child Care Network #34 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

- Child Care Network #34 agrees to furnish the Head Start/Early Head Start Program, in-kind for space costs, Early Head Start classrooms, offices and playgrounds.

Meals

- Child Care Network #34 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 with special diets must have all requirements of the orders from the child's physicians meet at no cost to parents.
- The following MUST be provided:
 - a. Infant formula, according the child's home diet
 - b. Boiled (and cooled) water for mixing formula (if powdered or concentrate is used)
 - c. Infant food (non-fortified infant cereal, plain meats/vegetables/fruits; nothing higher than "stage one"; no mixed dinners or desserts
 - d. Sterilized bottles, nipples, spoons, bowls, etc.-and not used until sterilized
 - e. all specialized formulas for older children (such as Pediasure, Elecare, etc)
 - f. All special milks for the children, based on food allergies (such as 8th Continent Soy milk, Lactaid milk, etc.)
- All special diets must be fully accommodated. It is not acceptable to simply not serve the offending food to the child; an appropriate substitution must be provided.
- Religious food preference must be honored in the same manner as food allergies
- Whole milk must be served to children age 12-23 months.
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- Food must be available for EHS children between meals for "feeding on demand".
- Breakfast must be available for children arriving late who have not eaten before they have arrived at school. It does not have to be the same food as the meal served, but must be a nourishing breakfast (such as cereal or milk).

- Child Care Network #34 will be responsible for submitting the necessary paper work for their contract with the CACFP program, submitting their request for reimbursement and will receive all CACFP reimbursement.

Staff Qualifications

- All Early Head Start primary caregivers must have at least a CDA with infant-toddler endorsement or an equivalent credential that addresses comparable competences, at the time of employment.
- Child Care Network #34 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 staff working with EHS children are required to have a background check, physical and TB screen.

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Joint Planning

- Child Care Network #34 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 Child Care Network #34 and Early Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. Early Head Staff will work closely with Child Care Partnership staff

to provide professional development, coaching, and supervision for all teachers with emphasis on continuity of care and relational learning that supports children and their families and fosters school readiness.

- CITY OF CHATTANOOGA EHS STAFF WILL INCORPORATE THE EHS-CHILD CARE PARTNERS INTO A MONITORING AND IMPROVEMENT PLAN SYSTEM.
- CHILD CARE NETWORK #34 AGREES TO GIVE THE EARLY HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.

Joint Staff Supervision and Evaluation

Child Care Network #34 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 Child Care Network #34 Director. This information will document staff performance based on their job description, Head Start/Early 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 children, parents and staff in accordance with the Early Head Start Procedures with assistance from and in partnership with Child Care Network #34.

Comprehensive Services

City of Chattanooga EHS staff is responsible for ensuring the provision of all comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services for all enrolled EHS-CC Partnership children. To that end City of Chattanooga EHS staff will work closely with Child Care Network #34 to coordinate and deliver services in the facility where EHS-CC Partnership children are located.

EHS will ensure that family advocates assigned to this partnership will have appropriate caseloads. With at least

one full time worker per every forty-five enrolled families in the total partnership.

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EHS will work closely with Child Care Network #34 to coordinate all developmental, sensory, and behavioral screening and assistance with provision of follow up services as mandated in the Head Start Procedures.

Curriculum

- Child Care Network #34 and the Head Start/Early Head Start Program agree to implement curricula as required by Early Head Start Procedures 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. Child Care Network #34 and the Head Start/Early Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, required by the Procedures. The Creative Curriculum for infants and toddlers will be the curriculum to be used in all classrooms.
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will be in jeopardy of losing funds for the days ratio is not met.

- A compliance plan must be immediately developed and met. If the Partnership cannot meet this requirement, discussion must begin on the continuation of the Partnership.

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- Findings from these inspections will be discussed with Child Care Network #34's Director and the Head Start/Early Head Start Director for appropriate corrective written plan of 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 Head Start/Early Head Start Program, the Federal Head Start Program and Children's Academy of Early Learning Center.

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 - 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
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Child Care Network #34 and Head Start/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. Child Care Network #34 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 Proceeding

Child Care Network #34/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. Modifications will be based on changes to the intent of the grant as prescribed by Federal guidelines or changes to service areas.

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 5 days after notice to the Director of the Partnership program.

Notice of Federal Interest

In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment and major renovation materials purchased by the Chattanooga Early Head Start program must be returned to the Early Head Start Program.

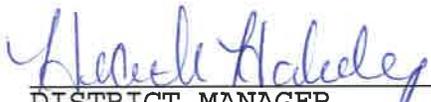
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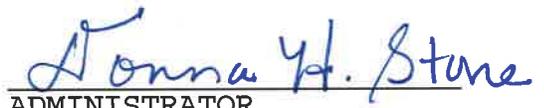
Return of Head Start properties to the Head Start/Early Head Start Program will be executed on or before termination of agreement.

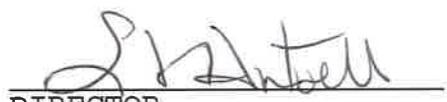
Property Liability

- Notwithstanding the above, Child Care Network #34 and Head Start/Early Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

Schedule of Operations Child Care Network #34 will be responsible to work with City of Chattanooga HS/EHS to ensure child care services to partnership families for at least 6 hours per day. EHS will not operate during the scheduled fall, winter and spring breaks. The CCP grant period for this contract is March 1, 2015 to August 14, 2015 (6 months).


DISTRICT MANAGER
Child Care Network #34


ADMINISTRATOR
Youth and Family
Development


DIRECTOR
Head Start/Early
Head Start Program

EARLY HEAD START CHILD CARE PARTNETSHIP CONTRACT
between
CITY OF CHATTANOOGA HEAD START/EARLY HEAD START PROGRAM
and
FIRST STEPS CHRISTIAN DAYCARE, INC.

March 1, 2015 - August 14, 2015

THIS CONTRACT sets forth the terms and understanding between the City of Chattanooga HS/EHS and First Steps Christian Daycare, Inc. to provide comprehensive services to eligible families with infants and toddlers. Services provided in Childcare settings will comply with the CITY OF CHATTANOOGA EARLY HEAD START PROCEDURES and the HEAD START ACT. These services are funded through the Early Head Start/Child Care Partnership grant funds.

BACKGROUND

The Head Start/Early Head Start Program is authorized under the provisions of the CHILD CARE PARTNERSHIP GRANT (throughout this contract will be referred to as CCP) to provide services to children and families. The Early Head Start/Child Care Partnerships are intended to accomplish the following goals:

- Increase access to coordinated comprehensive services for low-income children and families in child care;
- Increase the capacity of child care providers serving low-income families; and services;
- Foster strong partnerships that in turn strengthen the local early childhood system and services.

ROLES AND RESPONSIBILITIES

This contract establishes a collaborative partnership between City of Chattanooga HS/EHS and First Steps Christian Daycare, Inc.. The roles and responsibilities listed below are the agreements and actions developed by two consenting entities to share resources, knowledge and people to fulfill the shared objective of increasing access to quality comprehensive early

childhood services for low income families with infants and toddlers. Both partners are entering into this contract with a full understanding of the Early Head Start Procedures, and the requirements of the Early Head Start Child Care Partnerships as defined by the Administration for Children and Families. Both partners have completed an initial partnership assessment and have determined this partnership to be mutually beneficial.

While only enrolled EHS-CC Partnership children will be eligible for direct family specific benefits such as home visits, health tracking and promotion, and family partnership agreements, partners must operationalize services to ensure there is no segregation or stigmatization of EHS-CC Partnership children due to the additional requirements or services.

WHEREAS, The Head Start/Early Head Start Program desires to form a collaborative partnership with First Steps Christian Daycare, Inc., children ages one year to three years in the Early Head Start Program and

WHEREAS, First Steps Christian Daycare, Inc. 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.

City of Chattanooga Early Head Start Program Policies and Procedures and Licensing Requirements

- First Steps Christian Daycare, Inc. and the Early Head Start Program agree to be subject to and operate under the City of Chattanooga Early Head Start Program Policies and Procedures, the Tennessee Department of Human Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to enrolled Early Head Start children and their families enrolled in First Steps Christian Daycare, Inc..

Reimbursement from Funding Resources

- First Steps Christian Daycare, Inc. and the HS/EHS 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 First Steps Christian Daycare, Inc. and the Head Start/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.

ELIGIBILITY, REQUIREMENT, SELECTION, ENROLLMENT, AND ATTENDANCE:

City of Chattanooga HS/EHS will work closely with First Steps Christian Daycare, Inc. to ensure all children and families enrolled in the partnership are either income or categorically eligible for Early Head Start Services. City of Chattanooga HS/EHS will work with First Steps Christian Daycare, Inc. to identify partnership eligible families currently enrolled in the Child Care Program. Chattanooga HS/EHS will qualify and complete all enrollment procedures before children are placed in the partnership class.

First Steps Christian Daycare, Inc. will provide daily, weekly and monthly attendance reports. First Steps Christian Daycare, Inc. will work closely with partnership families to ensure consistent attendance. First Steps Christian Daycare, Inc. will work closely with enrolled families and City of Chattanooga HS/EHS to successfully complete subsidy applications and subsidy re-determinations.

REIMBURSEMENT

- The amount of payment for instructional and childcare services to Early Head Start children is \$35.00 per day, beginning with the first day of the child's attendance, for First Steps Christian Daycare, Inc. infants and toddlers. Monthly payments will vary due to the different days of

service. First Steps Christian Daycare, Inc. agrees to bill City of Chattanooga Head Start/Early Head Start on a monthly basis. City of

Chattanooga Head Start/Early Head Start will pay for a child who is absent with an excused absence for one week. After that the child slot will not be paid for until the child returns or the slot is filled by another child. Invoices for payment from City of Chattanooga Head Start/Early Head Start must be submitted during the first five days of the month for reimbursement of prior monthly service. The Early Head Start Program has 30 days after the date when the invoice has been received and the amount is correct to reimburse the CCP provider for their service. The amount to be reimbursed for each month cannot exceed the amount that is in the CCP Program budget.

Operational Services

City of Chattanooga agrees to purchase start-up toys, books, equipment, and supplies as deemed necessary by both parties of the partnerships.

- Any additional equipment, renovations and supplies will be secured by First Steps Christian Daycare, Inc. Renovation expenses during the start up period must first be approved by the City of Chattanooga EHS program and expenses agreed upon to be reimbursed from the specified amount in the grant budget or adjustments thereof. Reimbursement will be made after the work is complete. All proper documentation of service has to be received by the EHS program and must be included in the bill for the work. The work must be done by the partnership maintenance personnel or contractor of partnership choice. If any of the renovation project has a labor cost of more than \$2,500 the contractor must follow the requirements from the Davis-Bacon Act.

Insurance Requirements

- First Steps Christian Daycare, Inc. 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

- First Steps Christian Daycare, Inc. agrees to furnish the Head Start/Early Head Start Program, in-kind for space costs, Early Head Start classrooms, offices and playgrounds.

Meals

- First Steps Christian Daycare, Inc. 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 with special diets must have all requirements of the orders from the child's physicians met at no cost to parents.
- The following MUST be provided:
 - a. Infant formula, according the child's home diet
 - b. Boiled (and cooled) water for mixing formula (if powdered or concentrate is used)
 - c. Infant food (non-fortified infant cereal, plain meats/vegetables/fruits; nothing higher than "stage one"; no mixed dinners or desserts
 - d. Sterilized bottles, nipples, spoons, bowls, etc.-and not used until sterilized
 - e. all specialized formulas for older children (such as Pediasure, Elecare, etc)
 - f. All special milks for the children, based on food allergies (such as 8th Continent Soy milk, Lactaid milk, etc.)
- All special diets must be fully accommodated. It is not acceptable to simply not serve the offending food to the child; an appropriate substitution must be provided.
- Religious food preference must be honored in the same manner as food allergies
- Whole milk must be served to children age 12-23 months.

- Skim or 1% milk must be served to children age 24 months and older.
- Food must be available for EHS children between meals for "feeding on demand".
- Breakfast must be available for children arriving late who have not eaten before they have arrived at school. It does not have to be the same food as the meal served, but must be a nourishing breakfast (such as cereal or milk).
- First Steps Christian Daycare, Inc. will be responsible for submitting the necessary paper work for their contract with the CACFP program, submitting their request for reimbursement and will receive all CACFP reimbursement.

Staff Qualifications

- All Early Head Start primary caregivers must have at least a CDA with infant-toddler endorsement or an equivalent credential that addresses comparable competences, at the time of employment.
- First Steps Christian Daycare, Inc. 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 staff working with EHS children are required to have a background check, physical and TB screen.

Staff Training

- First Steps Christian Daycare, Inc. agrees to furnish substitutes for all Early Head Start staff to attend Head Start Pre-Service and all other required Early Head Start training. During the start up training period, the CCP will be responsible for paying any substitutes and then billing the Early Head Start program for reimbursement of said expenses.

Joint Planning

- First Steps Christian Daycare, Inc. 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 First Steps Christian Daycare, Inc. and Early Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. Early Head Staff will work closely with Child Care Partnership staff to provide professional development, coaching, and supervision for all teachers with emphasis on continuity of care and relational learning that supports children and their families and fosters school readiness.

- CITY OF CHATTANOOGA EHS STAFF WILL INCORPORATE THE EHS-CHILD CARE PARTNERS INTO A MONITORING AND IMPROVEMENT PLAN SYSTEM.
- FIRST STEPS CHRISTIAN DAYCARE, INC. AGREES TO GIVE THE EARLY HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.

Joint Staff Supervision and Evaluation

First Steps Christian Daycare, Inc. 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 First Steps Christian Daycare, Inc. Director. This information will document staff performance based on their job description, Head Start/Early 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 children, parents and staff in accordance with the Early Head Start Procedures with assistance from and in partnership with First Steps Christian Daycare, Inc.

Comprehensive Services

City of Chattanooga EHS staff is responsible for ensuring the provision of all comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services for all enrolled EHS-CC Partnership children. To that end City of Chattanooga EHS staff will work closely with First Steps Christian Daycare, Inc. to coordinate and deliver services in the facility where EHS-CC Partnership children are located.

EHS will ensure that family advocates assigned to this partnership will have appropriate caseloads. With at least one full time worker per every forty-five enrolled families in the total partnership.

EHS will work with First Steps Christian Daycare, Inc. to ensure a minimum of two annual home visits is made available for each enrolled child.

EHS will support the inclusion and delivery of services to children with disabilities in partnership with First Steps Christian Daycare, Inc.

EHS will work closely with First Steps Christian Daycare, Inc. to coordinate all developmental, sensory, and behavioral screening and assistance with provision of follow up services as mandated in the Head Start Procedures.

Curriculum

- First Steps Christian Daycare, Inc. and the Head Start/Early Head Start Program agree to implement curricula as required by Early Head Start Procedures 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. First Steps Christian Daycare, Inc. and the Head Start/Early Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, required by the Procedures. The Creative Curriculum for infants and toddlers will be the curriculum to be used in all classrooms.

- In addition to the Curriculum a developmentally appropriate assessment for infants and toddlers will be conducted ongoing in order to individualize instruction for each child.

CHILD-STAFF RATIO

- Each teacher working with infants and toddlers in this partnership shall have the responsibility for no more than four infants or toddlers. According to Early Head Start Procedures this ratio must be met at all times and there must be two teachers present in the classroom of eight at ALL times. For Partnerships who do not meet the ratio according to Procedures of Early Head Start the Partnership will be in jeopardy of losing funds for the days ratio is not met.
- A compliance plan must be immediately developed and met. If the Partnership cannot meet this requirement, discussion must begin on the continuation of the Partnership.

Health and Safety Inspection

- First Steps Christian Daycare, Inc. and the Head Start/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.
- EHS will work closely with First Steps Christian Daycare, Inc. to ensure that all Early Head Start Procedures, including square footage, health and safety, appropriate crib and sleep arrangements, and facilities are met. However, the initial partnership assessment must include a determination of capacity of the First Steps Christian Daycare, Inc. to meet these standards in a timely manner that aligns with the grant requirements.
- Findings from these inspections will be discussed with First Steps Christian Daycare, Inc.'s Director and the Head Start/Early Head Start Director for appropriate

corrective written plan of 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 Head Start/Early Head Start Program, the Federal Head Start Program and Children's Academy of Early Learning Center.

Smoke Free, Toxin Free, Drug Free Workplace

First Steps Christian Daycare, Inc. and the Head Start/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

- First Steps Christian Daycare, Inc. and the Head Start/Early Head Start Program agrees 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

- First Steps Christian Daycare, Inc. and the Head Start/Early Head Start Program are prohibited from engaging in religious worship instruction on proselytization as part of or in connection with the performance of this contract.

Parent Fees

- First Steps Christian Daycare, Inc. 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 First Steps Christian Daycare, Inc. 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. First Steps Christian Daycare, Inc. will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly.
- First Steps Christian Daycare, Inc. will immediately inform City of Chattanooga HS/EHS of subsidy eligibility changes for enrolled partnership families.

Parent/Community Complaints

First Steps Christian Daycare, Inc. Early Head Start Collaboration classrooms 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. First Steps Christian Daycare, Inc. 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 First Steps Christian Daycare, Inc. 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.

- First Steps Christian Daycare, Inc. and Head Start/Early Head Start shall make such records available on a "need to know basis", to authorized personnel of First Steps Christian Daycare, Inc. and the Head Start/Early Head Start Program, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. First Steps Christian Daycare, Inc. and Head Start/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. First Steps Christian Daycare, Inc. and the Head Start/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.

Records

- First Steps Christian Daycare, Inc. agrees to provide any necessary records for monitoring and licensing purposes. First Steps Christian Daycare, Inc. 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

- First Steps Christian Daycare, Inc./Head Start/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

- First Steps Christian Daycare, Inc. 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 Head Start/Early Head Start pursuant to this Agreement. Chattanooga Head Start/Early Head Start will agree to hold harmless First Steps Christian Daycare, Inc. from any negligent acts of its (Head Start/Early Head Start) employees within the bounds of this partnership.

License Requirement

First Steps Christian Daycare, Inc. and Head Start/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. First Steps Christian Daycare, Inc. 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 Proceeding

First Steps Christian Daycare, Inc./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. Modifications will be based on changes to the intent of the grant as prescribed by Federal guidelines or changes to service areas.

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- 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:
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Notice of Federal Interest

In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment and major renovation materials purchased by the Chattanooga Early Head Start program must be returned to the Early Head Start Program.

A notice of Federal Interest will be filed at the Hamilton County Register of Deeds Office.

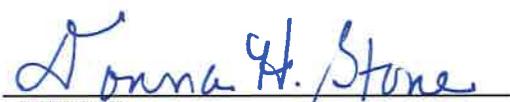
Return of Head Start properties to the Head Start/Early Head Start Program will be executed on or before termination of agreement.

Property Liability

- Notwithstanding the above, First Steps Christian Daycare, Inc. and Head Start/Early Head Start shall not be relieved of any liability to each other for damages sustained by virtue of any breach of this agreement.

Schedule of Operations First Steps Christian Daycare, Inc. will be responsible to work with City of Chattanooga HS/EHS to ensure child care services to partnership families for at least 6 hours per day. EHS will not operate during the scheduled fall, winter and spring breaks. The CCP grant period for this contract is March 1, 2015 to August 14, 2015 (6 months).


CO-OWNER,
First Steps Child Development
Center, Inc.


ADMINISTRATOR,
Department of Youth and
Family Development


CO-OWNER/DIRECTOR
First Steps Child Development
Center, Inc.


DIRECTOR,
Head Start/EHS Program

EARLY HEAD START CHILD CARE PARTNETSHIP CONTRACT
between
CITY OF CHATTANOOGA HEAD START/EARLY HEAD START PROGRAM
and
CHAMBLISS CENTER FOR CHILDREN

March 1, 2015 - August 14, 2015

THIS CONTRACT sets forth the terms and understanding between the City of Chattanooga HS/EHS and Chambliss Center for Children to provide comprehensive services to eligible families with infants and toddlers. Services provided in Childcare settings will comply with the CITY OF CHATTANOOGA EARLY HEAD START PROCEDURES and the HEAD START ACT. These services are funded through the Early Head Start/Child Care Partnership grant funds.

BACKGROUND

The Head Start/Early Head Start Program is authorized under the provisions of the CHILD CARE PARTNERSHIP GRANT (throughout this contract will be referred to as CCP) to provide services to children and families. The Early Head Start/Child Care Partnerships are intended to accomplish the following goals:

- Increase access to coordinated comprehensive services for low-income children and families in child care;
- Increase the capacity of child care providers serving low-income families; and services;
- Foster strong partnerships that in turn strengthen the local early childhood system and services.

ROLES AND RESPONSIBILITIES

This contract establishes a collaborative partnership between City of Chattanooga HS/EHS and Chambliss Center for Children.

The roles and responsibilities listed below are the agreements and actions developed by two consenting entities to share resources, knowledge and people to fulfill the shared objective of increasing access to quality comprehensive early

childhood services for low income families with infants and toddlers. Both partners are entering into this contract with a full understanding of the Early Head Start Procedures, and the requirements of the Early Head Start Child Care Partnerships as defined by the Administration for Children and Families. Both partners have completed an initial partnership assessment and have determined this partnership to be mutually beneficial.

While only enrolled EHS-CC Partnership children will be eligible for direct family specific benefits such as home visits, health tracking and promotion, and family partnership agreements, partners must operationalize services to ensure there is no segregation or stigmatization of EHS-CC Partnership children due to the additional requirements or services.

WHEREAS, The Head Start/Early Head Start Program desires to form a collaborative partnership with Chambliss Center for Children, children ages one year to three years in the Early Head Start Program and

WHEREAS, Chambliss Center for Children 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.

City of Chattanooga Early Head Start Program Policies and Procedures and Licensing Requirements

- Chambliss Center for Children and the Early Head Start Program agree to be subject to and operate under the City of Chattanooga Early Head Start Program Policies and Procedures, the Tennessee Department of Human Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to enrolled Early Head Start children and their families enrolled in Chambliss Center for Children.

Reimbursement from Funding Resources

- Chambliss Center for Children and the HS/EHS 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 for Children and the Head Start/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.

ELIGIBILITY, REQUIREMENT, SELECTION, ENROLLMENT, AND ATTENDANCE:

City of Chattanooga HS/EHS will work closely with Chambliss Center for Children to ensure all children and families enrolled in the partnership are either income or categorically eligible for Early Head Start Services. City of Chattanooga HS/EHS will work with Chambliss Center for Children to identify partnership eligible families currently enrolled in the Child Care Program. Chattanooga HS/EHS will qualify and complete all enrollment procedures before children are placed in the partnership class.

Chambliss Center for Children will provide daily, weekly and monthly attendance reports. Chambliss Center for Children will work closely with partnership families to ensure consistent attendance. Chambliss Center for Children will work closely with enrolled families and City of Chattanooga HS/EHS to successfully complete subsidy applications and subsidy re-determinations.

REIMBURSEMENT

- The amount of payment for instructional and childcare services to Early Head Start children is \$35.00 per day, beginning with the first day of the child's attendance, for Chambliss Center for Children infants and toddlers. Monthly payments will vary due to the different days of

service. Chambliss Center for Children agrees to bill City of Chattanooga Head Start/Early Head Start on a monthly basis. City of Chattanooga Head Start/Early Head Start will pay for a child who is absent with an excused absence for one week. After that the child slot will not be paid for until the child returns or the slot is filled by another child. Invoices for payment from City of Chattanooga Head Start/Early Head Start must be submitted during the first five days of the month for reimbursement of prior monthly service. The Early Head Start Program has 30 days after the date when the invoice has been received and the amount is correct to reimburse the CCP provider for their service. The amount to be reimbursed for each month cannot exceed the amount that is in the CCP Program budget.

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Insurance Requirements

- Chambliss Center for Children 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

- Chambliss Center for Children agrees to furnish the Head Start/Early Head Start Program, in-kind for space costs, Early Head Start classrooms, offices and playgrounds.

Meals

- Chambliss Center for Children 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 with special diets must have all requirements of the orders from the child's physicians met at no cost to parents.
- The following MUST be provided:
 - a. Infant formula, according to the child's home diet
 - b. Boiled (and cooled) water for mixing formula (if powdered or concentrate is used)
 - c. Infant food (non-fortified infant cereal, plain meats/vegetables/fruits; nothing higher than "stage one"; no mixed dinners or desserts)
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 - f. All special milks for the children, based on food allergies (such as 8th Continent Soy milk, Lactaid milk, etc.)
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- Chambliss Center for Children will be responsible for submitting the necessary paper work for their contract with the CACFP program, submitting their request for reimbursement and will receive all CACFP reimbursement.

Staff Qualifications

- All Early Head Start primary caregivers must have at least a CDA with infant-toddler endorsement or an equivalent credential that addresses comparable competences, at the time of employment.
- Chambliss Center for Children 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 staff working with EHS children are required to have a background check, physical and TB screen.

Staff Training

- Chambliss Center for Children agrees to furnish substitutes for all Early Head Start staff to attend Head Start Pre-Service and all other required Early Head Start training. During the start up training period, the CCP will be responsible for paying any substitutes and then billing the Early Head Start program for reimbursement of said expenses.

Joint Planning

- Chambliss Center for Children 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 Chambliss Center for Children and Early Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. Early Head Staff will work closely with Child Care Partnership staff to provide professional development, coaching, and supervision for all teachers with emphasis on continuity of care and relational learning that supports children and their families and fosters school readiness.

- CITY OF CHATTANOOGA EHS STAFF WILL INCORPORATE THE EHS-CHILD CARE PARTNERS INTO A MONITORING AND IMPROVEMENT PLAN SYSTEM.
- CHAMBLISS CENTER FOR CHILDREN AGREES TO GIVE THE EARLY HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.

Joint Staff Supervision and Evaluation

Chambliss Center for Children 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 Chambliss Center for Children Director. This information will document staff performance based on their job description, Head Start/Early 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 children, parents and staff in accordance with the Early Head Start Procedures with assistance from and in partnership with Chambliss Center for Children.

Comprehensive Services

City of Chattanooga EHS staff is responsible for ensuring the provision of all comprehensive services, including physical,

mental and oral health, education, nutrition, and parent engagement services for all enrolled EHS-CC Partnership children. To that end City of Chattanooga EHS staff will work closely with Chambliss Center for Children to coordinate and deliver services in the facility where EHS-CC Partnership children are located.

EHS will ensure that family advocates assigned to this partnership will have appropriate caseloads. With at least one full time worker per every forty-five enrolled families in the total partnership.

EHS will work with Chambliss Center for Children to ensure a minimum of two annual home visits is made available for each enrolled child.

EHS will support the inclusion and delivery of services to children with disabilities in partnership with Chambliss Center for Children

EHS will work closely with Chambliss Center for Children to coordinate all developmental, sensory, and behavioral screening and assistance with provision of follow up services as mandated in the Head Start Procedures.

Curriculum

- Chambliss Center for Children and the Head Start/Early Head Start Program agree to implement curricula as required by Early Head Start Procedures 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. Chambliss Center for Children and the Head Start/Early Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, required by the Procedures. The Creative Curriculum for infants and toddlers will be the curriculum to be used in all classrooms.
- In addition to the Curriculum a developmentally appropriate assessment for infants and toddlers will be conducted ongoing in order to individualize instruction for each child.

CHILD-STAFF RATIO

- Each teacher working with infants and toddlers in this partnership shall have the responsibility for no more than four infants or toddlers. According to Early Head Start Procedures this ratio must be met at all times and there must be two teachers present in the classroom of eight at ALL times. For Partnerships who do not meet the ratio according to Procedures of Early Head Start the Partnership will be in jeopardy of losing funds for the days ratio is not met.
- A compliance plan must be immediately developed and met. If the Partnership cannot meet this requirement, discussion must begin on the continuation of the Partnership.

Health and Safety Inspection

- Chambliss Center for Children and the Head Start/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.
- EHS will work closely with Chambliss Center for Children to ensure that all Early Head Start Procedures, including square footage, health and safety, appropriate crib and sleep arrangements, and facilities are met. However, the initial partnership assessment must include a determination of capacity of the Chambliss Center for Children to meet these standards in a timely manner that aligns with the grant requirements.
- Findings from these inspections will be discussed with Chambliss Center for Children's Director and the Head Start/Early Head Start Director for appropriate corrective written plan of 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 Head Start/Early Head Start Program, the Federal Head Start Program and Children's Academy of Early Learning Center.

Smoke Free, Toxin Free, Drug Free Workplace

Chambliss Center for Children and the Head Start/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

- Chambliss Center for Children and the Head Start/Early Head Start Program agrees 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

- Chambliss Center for Children and the Head Start/Early Head Start Program are prohibited from engaging in religious worship instruction on proselytization as part of or in connection with the performance of this contract.

Parent Fees

- Chambliss Center for Children 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 Chambliss Center for Children 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. Chambliss Center for Children will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly.
- Chambliss Center for Children will immediately inform City of Chattanooga HS/EHS of subsidy eligibility changes for enrolled partnership families.

Parent/Community Complaints

Chambliss Center for Children Early Head Start Collaboration classrooms 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. Chambliss Center for Children 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 Chambliss Center for Children 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.
- Chambliss Center for Children and Head Start/Early Head Start shall make such records available on a "need to know basis", to authorized personnel of Chambliss Center for Children and the Head Start/Early Head Start Program, including special education staff, caregivers, and other

professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Chambliss Center for Children and Head Start/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. Chambliss Center for Children and the Head Start/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.

Records

- Chambliss Center for Children agrees to provide any necessary records for monitoring and licensing purposes. Chambliss Center for Children 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

- Chambliss Center for Children/Head Start/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

- Chambliss Center for Children 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 Head Start/Early Head Start pursuant to this Agreement. Chattanooga Head Start/Early Head Start will agree to hold harmless Chambliss Center for Children from any negligent acts of its (Head Start/Early Head Start) employees within the bounds of this partnership.

License Requirement

Chambliss Center for Children and Head Start/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. Chambliss Center for Children 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 Proceeding

Chambliss Center for Children/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. Modifications will be based on changes to the intent of the grant as prescribed by Federal guidelines or changes to service areas.

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 5 days after notice to the Director of the Partnership program.

Notice of Federal Interest

In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment and major renovation materials purchased by the Chattanooga Early Head Start program must be returned to the Early Head Start Program.

A notice of Federal Interest will be filed at the Hamilton County Register of Deeds Office.

Return of Head Start properties to the Head Start/Early Head Start Program will be executed on or before termination of agreement.

Property Liability

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

Schedule of Operations Chambliss Center for Children will be responsible to work with City of Chattanooga HS/EHS to ensure child care services to partnership families for at least 6 hours per day. EHS will not operate during the scheduled fall, winter and spring breaks. The CCP grant period for this contract is March 1, 2015 to August 14, 2015 (6 months).



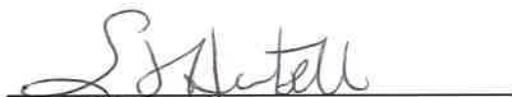
CHAIRMAN OF BOARD,
Chambliss Center for Children



ADMINISTRATOR,
Department of Youth and
Family Development



PRESIDENT/CEO
Chambliss Center for Children



DIRECTOR,
Head Start/EHS Program

EARLY HEAD START CHILD CARE PARTNETSHIP CONTRACT
between
CITY OF CHATTANOOGA HEAD START/EARLY HEAD START PROGRAM
and
MAURICE KIRBY CHILD CARE CENTER

March 1, 2015 - August 14, 2015

THIS CONTRACT sets forth the terms and understanding between the City of Chattanooga HS/EHS and Maurice Kirby Child Care Center to provide comprehensive services to eligible families with infants and toddlers. Services provided in Childcare settings will comply with the CITY OF CHATTANOOGA EARLY HEAD START PROCEDURES and the HEAD START ACT. These services are funded through the Early Head Start/Child Care Partnership grant funds.

BACKGROUND

The Head Start/Early Head Start Program is authorized under the provisions of the CHILD CARE PARTNERSHIP GRANT (throughout this contract will be referred to as CCP) to provide services to children and families. The Early Head Start/Child Care Partnerships are intended to accomplish the following goals:

- Increase access to coordinated comprehensive services for low-income children and families in child care;
- Increase the capacity of child care providers serving low-income families; and services;
- Foster strong partnerships that in turn strengthen the local early childhood system and services.

ROLES AND RESPONSIBILITIES

This contract establishes a collaborative partnership between City of Chattanooga HS/EHS and Maurice Kirby Child Care Center. The roles and responsibilities listed below are the agreements and actions developed by two consenting entities to share resources, knowledge and people to fulfill the shared objective of increasing access to quality comprehensive early

childhood services for low income families with infants and toddlers. Both partners are entering into this contract with a full understanding of the Early Head Start Procedures, and the requirements of the Early Head Start Child Care Partnerships as defined by the Administration for Children and Families. Both partners have completed an initial partnership assessment and have determined this partnership to be mutually beneficial.

While only enrolled EHS-CC Partnership children will be eligible for direct family specific benefits such as home visits, health tracking and promotion, and family partnership agreements, partners must operationalize services to ensure there is no segregation or stigmatization of EHS-CC Partnership children due to the additional requirements or services.

WHEREAS, The Head Start/Early Head Start Program desires to form a collaborative partnership with Maurice Kirby Child Care Center, children ages one year to three years in the Early Head Start Program and

WHEREAS, Maurice Kirby Child Care Center 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.

City of Chattanooga Early Head Start Program Policies and Procedures and Licensing Requirements

- Maurice Kirby Child Care Center and the Early Head Start Program agree to be subject to and operate under the City of Chattanooga Early Head Start Program Policies and Procedures, the Tennessee Department of Human Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to enrolled Early Head Start children and their families enrolled in Maurice Kirby Child Care Center.

Reimbursement from Funding Resources

- Maurice Kirby Child Care Center and the HS/EHS 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 Maurice Kirby Child Care Center and the Head Start/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.

ELIGIBILITY, REQUIREMENT, SELECTION, ENROLLMENT, AND ATTENDANCE:

City of Chattanooga HS/EHS will work closely with Maurice Kirby Child Care Center to ensure all children and families enrolled in the partnership are either income or categorically eligible for Early Head Start Services. City of Chattanooga HS/EHS will work with Maurice Kirby Child Care Center to identify partnership eligible families currently enrolled in the Child Care Program. Chattanooga HS/EHS will qualify and complete all enrollment procedures before children are placed in the partnership class.

Maurice Kirby Child Care Center will provide daily, weekly and monthly attendance reports. Maurice Kirby Child Care Center will work closely with partnership families to ensure consistent attendance. Maurice Kirby Child Care Center will work closely with enrolled families and City of Chattanooga HS/EHS to successfully complete subsidy applications and subsidy re-determinations.

REIMBURSEMENT

- The amount of payment for instructional and childcare services to Early Head Start children is \$35.00 per day, beginning with the first day of the child's attendance, for Maurice Kirby Child Care Center infants and toddlers. Monthly payments will vary due to the different days of

service. Maurice Kirby Child Care Center agrees to bill City of Chattanooga Head Start/Early Head Start on a monthly basis. City of Chattanooga Head Start/Early Head Start will pay for a child who is absent with an excused absence for one week. After that the child slot will not be paid for until the child returns or the slot is filled by another child. Invoices for payment from City of Chattanooga Head Start/Early Head Start must be submitted during the first five days of the month for reimbursement of prior monthly service. The Early Head Start Program has 30 days after the date when the invoice has been received and the amount is correct to reimburse the CCP provider for their service. The amount to be reimbursed for each month cannot exceed the amount that is in the CCP Program budget.

Operational Services

City of Chattanooga agrees to purchase start-up toys, books, equipment, and supplies as deemed necessary by both parties of the partnerships.

- Any additional equipment, renovations and supplies will be secured by Maurice Kirby Child Care Center. Renovation expenses during the start up period must first be approved by the City of Chattanooga EHS program and expenses agreed upon to be reimbursed from the specified amount in the grant budget or adjustment thereof. Reimbursement will be made after the work is complete. All proper documentation of service has to be received by the EHS program and must be included in the bill for the work. The work must be done by the partnership maintenance personnel or contractor of partnership choice. If any of the renovation project has a labor cost of more than \$2,500 the contractor must follow the requirements from the Davis-Bacon Act.

Insurance Requirements

- Maurice Kirby Child Care Center 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

- Maurice Kirby Child Care Center agrees to furnish the Head Start/Early Head Start Program, in-kind for space costs, Early Head Start classrooms, offices and playgrounds.

Meals

- Maurice Kirby Child Care Center 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 with special diets must have all requirements of the orders from the child's physicians met at no cost to parents.
- The following MUST be provided:
 - a. Infant formula, according the child's home diet
 - b. Boiled (and cooled) water for mixing formula (if powdered or concentrate is used)
 - c. Infant food (non-fortified infant cereal, plain meats/vegetables/fruits; nothing higher than "stage one"; no mixed dinners or desserts
 - d. Sterilized bottles, nipples, spoons, bowls, etc.-and not used until sterilized
 - e. all specialized formulas for older children (such as Pediasure, Elecare, etc)
 - f. All special milks for the children, based on food allergies (such as 8th Continent Soy milk, Lactaid milk, etc.)
- All special diets must be fully accommodated. It is not acceptable to simply not serve the offending food to the child; an appropriate substitution must be provided.
- Religious food preference must be honored in the same manner as food allergies
- Whole milk must be served to children age 12-23 months.
- Skim or 1% milk must be served to children age 24 months and older.

- Food must be available for EHS children between meals for "feeding on demand".
- Breakfast must be available for children arriving late who have not eaten before they have arrived at school. It does not have to be the same food as the meal served, but must be a nourishing breakfast (such as cereal or milk).
- Maurice Kirby Child Care Center will be responsible for submitting the necessary paper work for their contract with the CACFP program, submitting their request for reimbursement and will receive all CACFP reimbursement.

Staff Qualifications

- All Early Head Start primary caregivers must have at least a CDA with infant-toddler endorsement or an equivalent credential that addresses comparable competences, at the time of employment.
- Maurice Kirby Child Care Center 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 staff working with EHS children are required to have a background check, physical and TB screen.

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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 Maurice Kirby Child Care Center and Early Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. Early Head Staff will work closely with Child Care Partnership staff to provide professional development, coaching, and supervision for all teachers with emphasis on continuity of care and relational learning that supports children and their families and fosters school readiness.

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- MAURICE KIRBY CHILD CARE CENTER AGREES TO GIVE THE EARLY HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.

Joint Staff Supervision and Evaluation

Maurice Kirby Child Care Center 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 Maurice Kirby Child Care Center Director. This information will document staff performance based on their job description, Head Start/Early and Day Care Licensing requirements.

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mental and oral health, education, nutrition, and parent engagement services for all enrolled EHS-CC Partnership children. To that end City of Chattanooga EHS staff will work closely with Maurice Kirby Child Care Center to coordinate and deliver services in the facility where EHS-CC Partnership children are located.

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 - 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.

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 - b. Non-compliance with this agreement and the failure to correct such non-compliance within 5 days after notice to the Director of the Partnership program.

Notice of Federal Interest

In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment and major renovation materials purchased by the Chattanooga Early Head Start program must be returned to the Early Head Start Program.

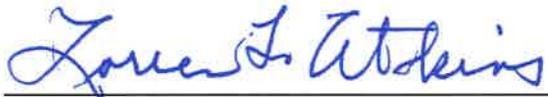
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Return of Head Start properties to the Head Start/Early Head Start Program will be executed on or before termination of agreement.

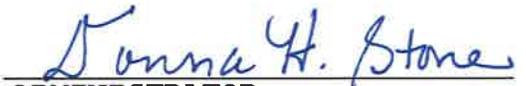
Property Liability

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

Schedule of Operations Maurice Kirby Child Care Center will be responsible to work with City of Chattanooga HS/EHS to ensure child care services to partnership families for at least 6 hours per day. EHS will not operate during the scheduled fall, winter and spring breaks. The CCP grant period for this contract is March 1, 2015 to August 14, 2015 (6 months).



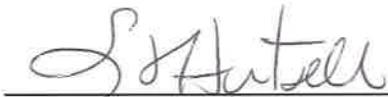
CHAIRMAN OF BOARD,
Maurice Kirby Child Care Center



ADMINISTRATOR,
Department of Youth and
Family Development



PRESIDENT/CEO
Maurice Kirby Child Care Center



DIRECTOR,
Head Start/EHS Program

EARLY HEAD START CHILD CARE PARTNETSHIP CONTRACT
between
CITY OF CHATTANOOGA HEAD START/EARLY HEAD START PROGRAM
and
NEWTON CHILD DEVELOPMENT CENTER

March 1, 2015 - August 14, 2015

THIS CONTRACT sets forth the terms and understanding between the City of Chattanooga HS/EHS and Newton Child Development Center to provide comprehensive services to eligible families with infants and toddlers. Services provided in Childcare settings will comply with the CITY OF CHATTANOOGA EARLY HEAD START PROCEDURES and the HEAD START ACT. These services are funded through the Early Head Start/Child Care Partnership grant funds.

BACKGROUND

The Head Start/Early Head Start Program is authorized under the provisions of the CHILD CARE PARTNERSHIP GRANT (throughout this contract will be referred to as CCP) to provide services to children and families. The Early Head Start/Child Care Partnerships are intended to accomplish the following goals:

- Increase access to coordinated comprehensive services for low-income children and families in child care;
- Increase the capacity of child care providers serving low-income families; and services;
- Foster strong partnerships that in turn strengthen the local early childhood system and services.

ROLES AND RESPONSIBILITIES

This contract establishes a collaborative partnership between City of Chattanooga HS/EHS and Newton Child Development Center. The roles and responsibilities listed below are the agreements and actions developed by two consenting entities to share resources, knowledge and people to fulfill the shared objective of increasing access to quality comprehensive early childhood services for low income families with infants and

toddlers. Both partners are entering into this contract with a full understanding of the Early Head Start Procedures, and the requirements of the Early Head Start Child Care Partnerships as defined by the Administration for Children and Families. Both partners have completed an initial partnership assessment and have determined this partnership to be mutually beneficial.

While only enrolled EHS-CC Partnership children will be eligible for direct family specific benefits such as home visits, health tracking and promotion, and family partnership agreements, partners must operationalize services to ensure there is no segregation or stigmatization of EHS-CC Partnership children due to the additional requirements or services.

WHEREAS, The Head Start/Early Head Start Program desires to form a collaborative partnership with Newton Child Development Center, children ages one year to three years in the Early Head Start Program and

WHEREAS, Newton Child Development Center 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.

City of Chattanooga Early Head Start Program Policies and Procedures and Licensing Requirements

- Newton Child Development Center and the Early Head Start Program agree to be subject to and operate under the City of Chattanooga Early Head Start Program Policies and Procedures, the Tennessee Department of Human Services Licensure for Day Care Centers in the operation of this collaborative partnership agreement in regards to enrolled Early Head Start children and their families enrolled in Newton Child Development Center.

Reimbursement from Funding Resources

- Newton Child Development Center and the HS/EHS 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 Newton Child Development Center and the Head Start/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.

ELIGIBILITY, REQUIREMENT, SELECTION, ENROLLMENT, AND ATTENDANCE:

City of Chattanooga HS/EHS will work closely with Newton Child Development Center to ensure all children and families enrolled in the partnership are either income or categorically eligible for Early Head Start Services. City of Chattanooga HS/EHS will work with Newton Child Development Center to identify partnership eligible families currently enrolled in the Child Care Program. Chattanooga HS/EHS will qualify and complete all enrollment procedures before children are placed in the partnership class.

Newton Child Development Center will provide daily, weekly and monthly attendance reports. Newton Child Development Center will work closely with partnership families to ensure consistent attendance. Newton Child Development Center will work closely with enrolled families and City of Chattanooga HS/EHS to successfully complete subsidy applications and subsidy re-determinations.

REIMBURSEMENT

- The amount of payment for instructional and childcare services to Early Head Start children is \$35.00 per day, beginning with the first day of the child's attendance, for Newton Child Development Center infants and toddlers. Monthly payments will vary due to the different days of service. Newton Child Development Center agrees to bill City of Chattanooga Head Start/Early Head Start on a monthly basis. City of Chattanooga Head Start/Early Head Start will pay for a child who is absent with an excused absence for one week. After that the child slot will not be paid for until the child returns or the slot is filled

by another child. Invoices for payment from City of Chattanooga Head Start/Early Head Start must be submitted during the first five days of the month for reimbursement of prior monthly service. The Early Head Start Program has 30 days after the date when the invoice has been received and the amount is correct to reimburse the CCP provider for their service. The amount to be reimbursed for each month cannot exceed the amount that is in the CCP Program budget.

Operational Services

City of Chattanooga agrees to purchase start-up toys, books, equipment, and supplies as deemed necessary by both parties of the partnerships.

- Any additional equipment, renovations and supplies will be secured by Newton Child Development Center. Renovation expenses during the start up period must first be approved by the City of Chattanooga EHS program and expenses agreed upon to be reimbursed from the specified amount in the grant budget or adjustments thereof. Reimbursement will be made after the work is complete. All proper documentation of service has to be received by the EHS program and must be included in the bill for the work. The work must be done by the partnership maintenance personnel or contractor of partnership choice. If any of the renovation project has a labor cost of more than \$2,500 the contractor must follow the requirements from the Davis-Bacon Act.

Insurance Requirements

- Newton Child Development Center 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

- Newton Child Development Center agrees to furnish the Head Start/Early Head Start Program, in-kind for space costs, Early Head Start classrooms, offices and playgrounds.

Meals

- Newton Child Development Center 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 with special diets must have all requirements of the orders from the child's physicians meet at no cost to parents.
- The following MUST be provided:
 - a. Infant formula, according the child's home diet
 - b. Boiled (and cooled) water for mixing formula (if powdered or concentrate is used)
 - c. Infant food (non-fortified infant cereal, plain meats/vegetables/fruits; nothing higher than "stage one"; no mixed dinners or desserts
 - d. Sterilized bottles, nipples, spoons, bowls, etc.-and not used until sterilized
 - e. all specialized formulas for older children (such as Pediasure, Elecare, etc)
 - f. All special milks for the children, based on food allergies (such as 8th Continent Soy milk, Lactaid milk, etc.)
- All special diets must be fully accommodated. It is not acceptable to simply not serve the offending food to the child; an appropriate substitution must be provided.
- Religious food preference must be honored in the same manner as food allergies
- Whole milk must be served to children age 12-23 months.
- Skim or 1% milk must be served to children age 24 months and older.
- Food must be available for EHS children between meals for "feeding on demand".
- Breakfast must be available for children arriving late who have not eaten before they have arrived at school. It does not have to be the same food as the meal served, but must be a nourishing breakfast (such as cereal or milk).
- Newton Child Development Center will be responsible for submitting the necessary paper work for their contract with

the CACFP program, submitting their request for reimbursement and will receive all CACFP reimbursement.

Staff Qualifications

- All Early Head Start primary caregivers must have at least a CDA with infant-toddler endorsement or an equivalent credential that addresses comparable competences, at the time of employment.
- Newton Child Development Center 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 staff working with EHS children are required to have a background check, physical and TB screen.

Staff Training

- Newton Child Development Center agrees to furnish substitutes for all Early Head Start staff to attend Head Start Pre-Service and all other required Early Head Start training. During the start up training period, the CCP will be responsible for paying any substitutes and then billing the Early Head Start program for reimbursement of said expenses.

Joint Planning

- Newton Child Development Center 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 Newton Child Development Center and Early Head Start staff for the purposes of planning, scheduling and implementing the collaborative partnership agreement between the two programs. Early Head Staff will work closely with Child Care Partnership staff to provide professional development, coaching, and supervision for all teachers with emphasis on continuity of care and relational learning that supports children and their families and fosters school readiness.

- CITY OF CHATTANOOGA EHS STAFF WILL INCORPORATE THE EHS-CHILD CARE PARTNERS INTO A MONITORING AND IMPROVEMENT PLAN SYSTEM.
- NEWTON CHILD DEVELOPMENT CENTER AGREES TO GIVE THE EARLY HEAD START CLASSROOM STAFF ONE HOUR JOINT PLANNING TIME EACH DAY.

Joint Staff Supervision and Evaluation

Newton Child Development Center 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 Newton Child Development Center Director. This information will document staff performance based on their job description, Head Start/Early 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 children, parents and staff in accordance with the Early Head Start Procedures with assistance from and in partnership with Newton Child Development Center.

Comprehensive Services

City of Chattanooga EHS staff is responsible for ensuring the provision of all comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services for all enrolled EHS-CC Partnership children. To that end City of Chattanooga EHS staff will work closely with Newton Child Development Center to coordinate and deliver services in the facility where EHS-CC Partnership children are located.

EHS will ensure that family advocates assigned to this partnership will have appropriate caseloads. With at least one full time worker per every forty-five enrolled families in the total partnership.

EHS will work with Newton Child Development Center to ensure a minimum of two annual home visits is made available for each enrolled child.

EHS will support the inclusion and delivery of services to children with disabilities in partnership with Newton Child Development Center

EHS will work closely with Newton Child Development Center to coordinate all developmental, sensory, and behavioral screening and assistance with provision of follow up services as mandated in the Head Start Procedures.

Curriculum

- Newton Child Development Center and the Head Start/Early Head Start Program agree to implement curricula as required by Early Head Start Procedures 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. Newton Child Development Center and the Head Start/Early Head Start Program agree to implement a developmentally appropriate curriculum, making adaptations as may be required to meet individual needs, required by the Procedures. The Creative Curriculum for infants and toddlers will be the curriculum to be used in all classrooms.
- In addition to the Curriculum a developmentally appropriate assessment for infants and toddlers will be conducted ongoing in order to individualize instruction for each child.

CHILD-STAFF RATIO

- Each teacher working with infants and toddlers in this partnership shall have the responsibility for no more than four infants or toddlers. According to Early Head Start Procedures this ratio must be met at all times and there must be two teachers present in the classroom of eight at ALL times. For Partnerships who do not meet the ratio according to Procedures of Early Head Start the Partnership will be in jeopardy of loosing funds for the days ratio is not met.

- A compliance plan must be immediately developed and met. If the Partnership cannot meet this requirement, discussion must begin on the continuation of the Partnership.

Health and Safety Inspection

- Newton Child Development Center and the Head Start/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.
- EHS will work closely with Newton Child Development Center to ensure that all Early Head Start Procedures, including square footage, health and safety, appropriate crib and sleep arrangements, and facilities are met. However, the initial partnership assessment must include a determination of capacity of the Newton Child Development Center to meet these standards in a timely manner that aligns with the grant requirements.
- Findings from these inspections will be discussed with Newton Child Development Center's Director and the Head Start/Early Head Start Director for appropriate corrective written plan of 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 Head Start/Early Head Start Program, the Federal Head Start Program and Children's Academy of Early Learning Center.

Smoke Free, Toxin Free, Drug Free Workplace

Newton Child Development Center and the Head Start/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

- Newton Child Development Center and the Head Start/Early Head Start Program agrees 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

- Newton Child Development Center and the Head Start/Early Head Start Program are prohibited from engaging in religious worship instruction on proselytization as part of or in connection with the performance of this contract.

Parent Fees

- Newton Child Development Center 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 Newton Child Development 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 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. Newton Child Development Center will maintain the proper documentation required by the Child Care Certificate Program and will collect fees accordingly.
- Newton Child Development Center will immediately inform City of Chattanooga HS/EHS of subsidy eligibility changes for enrolled partnership families.

Parent/Community Complaints

Newton Child Development Center Early Head Start Collaboration classrooms 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. Newton Child Development 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 Newton Child Development Center 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.
- Newton Child Development Center and Head Start/Early Head Start shall make such records available on a "need to know basis", to authorized personnel of Newton Child Development Center and the Head Start/Early Head Start Program, including special education staff, caregivers, and other professionals for the purpose of health, safety, emergency information, educational planning and monitoring. Newton Child Development Center and Head Start/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. Newton Child Development Center and the Head Start/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.

Records

- Newton Child Development Center agrees to provide any necessary records for monitoring and licensing purposes.

Newton Child Development Center 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

- Newton Child Development Center/Head Start/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

- Newton Child Development Center 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 Head Start/Early Head Start pursuant to this Agreement. Chattanooga Head Start/Early Head Start will agree to hold harmless Newton Child Development Center from any negligent acts of its (Head Start/Early Head Start) employees within the bounds of this partnership.

License Requirement

Newton Child Development Center and Head Start/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. Newton Child Development Center 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 Proceeding

Newton Child Development Center/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. Modifications will be based on changes to the intent of the grant as prescribed by Federal guidelines or changes to service areas.

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 5 days after notice to the Director of the Partnership program.

Notice of Federal Interest

In order to protect the Federal Interest in this project if the funding is no longer available and the contract is dissolved all equipment and major renovation materials purchased by the Chattanooga Early Head Start program must be returned to the Early Head Start Program.

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VICE Lionel K. Hodges
CHAIRMAN OF BOARD,
Newton Child Development Center

 Thomas H. Stone
ADMINISTRATOR,
Department of Youth and
Family Development

 [Signature]
PRESIDENT/CEO
Newton Child Development Center

 [Signature]
DIRECTOR,
Head Start/EHS Program