



**DRAFT: SUBJECT TO CHANGE**

## **Learning Center Partnership Agreement 2020-2021 Academic Year**

### **NOEEN City Seats Services and Supports**

This Agreement is hereby entered into effect as of the date specified below by and between Agenda for Children, 8300 Earhart Blvd, Suite 201, New Orleans, Louisiana, 70118, represented herein by its CEO, Anthony Recasner (hereafter referred to as "Agenda"), the New Orleans Early Education Network, represented herein by its Executive Director, Jennifer Roberts (hereafter referred to as "NOEEN"), and «LEASITE\_NAME\_\_\_\_\_» represented herein by its «Director\_name» (hereafter referred to as the "Provider").

**Whereas**, NOEEN has received funds from the City of New Orleans to administer an Early Childhood Education program to increase the number of children under age 3 who receive high quality early learning experiences in Orleans Parish;

**Whereas**, NOEEN will administer a project with XX early learning centers to support the creation and supports for XX high-quality seats for the NOEEN City Seats Project;

**Whereas**, the Provider has expertise in early childhood education best practices, training and workshop facilitation, and child development;

**Whereas**, the Provider was awarded NOEEN City Seats through NOEEN's Coordinated Funding Request process;

**Whereas**, the Provider is responsible for the delivery of supports and services to childcare centers and families participating in the NOEEN City Seats Project.

**Now, therefore**, the parties to this agreement do hereby agree as follows:

1. **Term:** The term of this partnership agreement shall commence on July 1, 2020 and end on July 31, 2021 (hereby referred to as the "Term").
2. **Payment:** Agenda for Children agrees to compensate said Provider in the amount of \$12,000 per child enrolled, to be paid in 12 equal installments starting August 1<sup>st</sup>, 2020 at the rate of \$1,000 per child, per month. The total amount of this contract is not to exceed «Total\_Tuition\_Payments». Payment will be made in Provider's preference electronically to the routing and bank account numbers furnished by the Provider (via bill.com) or via paper check.
3. **Payment Terms:** NOEEN will only disburse funds for the actual number of slots filled by eligible children. The first payment, deposited into an account, made payable by check, or another process as defined by NOEEN, will be advanced to



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the Provider site to allow for program preparation. Each subsequent payment thereafter will be paid into an account, made payable by check, or another process as defined by NOEEN on the first day of each month. The payment amount will be determined by the number of slots filled along with the actual attendance data.

NOLA Public Schools (NOLA-PS) Office of Student Enrollment will maintain a waiting list to ensure that if a vacancy is created, the spot will be immediately filled. If provider name is unsuccessful in filling the vacancy, the Center may be in jeopardy of losing the slot.

4. **Scope of Work:** Provider will provide the following services as part of their participation in the NOEEN City Seats project:

### Program Delivery:

- Provide child development services to «Totals» children ages six weeks to two years old who have been verified by NOLA-PS as eligible for the program;
- Beginning on August 1, 2020, provide full day, full year services for up to 10 hours per day, five (5) days/week, for 250 days/year (50 weeks) with the exception of designated professional development days and holidays when the center is closed.
- Provider will not charge families for tuition costs or materials while in care, with the exception of after-hours care as described in the attendance section of the contract.
- Maintain a current Louisiana Type III child day care center license;
- Maintain a teacher/child ratio of no higher than one (1) teacher to four (4) children, with no group having more than eight (8) children at all times;
- Utilize a Tier 1 curriculum in all of the classrooms that serve children enrolled in the program;
- Utilize Teaching Strategies GOLD for child assessments, including completion of required checkpoints by deadline(s); prompt results communication with families, program administration;
- Maintain an average CLASS score of at least 3.75 (Proficient or above), as reported in annual Performance Profile results;
- Maintain and comply with all Child and Adult Care Food Program (CACFP) requirements;
- Comply with Louisiana Child Care Licensing Regulations and all State and City Fire Marshall codes and regulations;
- Provide NOEEN with up-to-date copies of inspection reports for the aforementioned within one business day of receiving the inspection report;
- Maintain professional, child liability and accident insurance at all times, with no lapse of coverage, and include NOEEN funds as an additional insured;
- Provide consumable supplies for children such as diapers, wipes, formula and baby food;
- Provide material and equipment necessary for the daily care and education of infants and toddlers;



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- Provide a parent orientation to families in the program upon their enrollment to describe program requirements, collect parent partnership agreements, and provide parents with a list of center requirements, all dates of closure, including holidays and professional development days, and special features of your program;
- Screen all City Seats children within 45 days of program entry using the Ages and Stages Questionnaire (ASQ) and refer families appropriately;
- Serve children with disabilities or special needs appropriately, to include: working with Early Steps providers to ensure that children can receive services (including audiology, physiology, occupational therapy, speech/language, psychological and assistive technology services) in the context of their natural environment, assuring that the environment is accessible; and offering materials and equipment that is accessible and appropriate;
- Participate fully in all NOEEN required activities, including child count, checkpoints and observations; trainings; coaching; and partner meetings;
- Ensure that the center remains in compliance with all local, state and Federal regulations and policies at all times;
- Agree that all funds and supplies received from NOEEN relative to this Agreement will be used for costs of this early learning partnership program.

### Managing Systematic Program Attendance

#### A. Provider must track attendance for each child and do their best to promote regular attendance.

- (1) Provider must implement a process to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a parent has not contacted the program within one hour of program start time, the program must attempt to contact the parent to ensure the child's well-being.
- (2) Provider must implement strategies to promote attendance. At a minimum, a program must:
  - (i) Provide information about the benefits of regular attendance;
  - (ii) Support families to promote the child's regular attendance;
  - (iii) Conduct a home visit or make other direct contact with a child's parents if a child has multiple unexplained absences (per center attendance procedures); and,
  - (iv) Within the first 60 days of program operation, and on an ongoing basis thereafter, use individual child attendance data to identify children with patterns of absence that put them at risk of missing ten percent of program days per year and develop appropriate strategies to improve individual attendance among identified children, such as direct contact with parents or intensive case management, as necessary.



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- (3) If a child ceases to attend, the program must make appropriate efforts to reengage the family to resume attendance. If the child's attendance does not resume, then the program must consider that slot vacant.

### **B. Managing attendance issues.**

- (1) If a program's monthly average daily attendance rate falls below 85%, the program must analyze the causes of absenteeism to identify any systematic issues that contribute to the program's absentee rate. The program must use this data to make necessary changes in a timely manner as part of ongoing oversight and inform NOEEN of its continuous improvement efforts.

### **C. Supporting attendance of homeless children.**

- (1) If a program determines a child is eligible under McKinney-Vento statutes, it must allow the child to attend for up to 90 days or as long as allowed under state licensing requirements, without immunization and other records, to give the family reasonable time to present these documents. A program must work with families to get children immunized as soon as possible in order to comply with state licensing requirements.
- (2) If a child experiencing homelessness is unable to attend classes regularly because the family does not have transportation to and from the program facility, the program must utilize community resources, where possible, to provide transportation for the child.

### **Attendance Requirements for City Seats**

1. All children are expected to maintain regular attendance as required by NOLA-PS. Parents are informed of this during orientation and in the Parent MOU. Each parent must sign an annual MOU which also restates this requirement.
2. Attendance must be tracked in the City Seats Attendance Log. It is recommended that the arrival times be entered into the shared City Seats Attendance Log, daily at noon, along with the departure times from the previous day.
3. The City Seats Coach and NOEEN Administrative Coordinator will monitor the attendance on the 5<sup>th</sup> of every month.

### **Absences (Excused and Unexcused)**

1. Any time a child is absent, the parent must contact the center to inform the Provider that the child will be tardy or absent. If the parent does not make contact, the Provider must contact the parent by 10:00 AM to attempt to determine reason for tardiness or absence.
  - a. The Provider will mark the child as Excused or Unexcused in the shared City Seats Attendance Log based on their communication with the parent.



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- b. All explained absences will be marked excused (transportation, illness, family illness/conflict, etc.). All unexplained absences will be marked unexcused.
  - c. Chronic absenteeism will require a follow-up and lead to the development of an Attendance Support Plan.
  - d. Communication around absences between the Provider and parent/guardian should be logged into the Attendance Log.
2. Absences Due to Vacation
    - a. Parents must inform the Provider of any upcoming vacation in writing prior to the vacation.
    - b. If vacations occur frequently, attendance monitoring will be considered on a case by case basis.
  3. Unexplained Absences
    - a. If a parent is unable to be contacted within three different method attempts, it will be assumed that services are no longer needed.
    - b. If at any time during this process the family contacts NOEEN, a discussion about attendance concerns will take place with the family.
    - c. The Provider is required to update notes in the Attendance Log in the event that a child is present following an unexplained event.

### Tardiness

1. A child is considered determined in accordance with Provider policies.
  - a. Parent must complete a Late Pick-Up/Arrival Form, so that in the event that NOEEN asks for further documentation of such occurrences, Providers are able to do so.

### Late Pick-Up

- a. The Provider must talk to the parent/guardian about appropriate pick-up times and communication procedures.
- b. The Provider can assess a fee to the parent to facilitate the cost of staff time for the overage of programming to the child. True cost reflects \$1.00 a minute, per child.
- c. The Provider continues to provide services in the event a parent/guardian does not remit payment.
- d. Parents should be advised that Child Protective Services (CPS) can be called at the discretion of the Provider if a child is not picked up by closing time.
- e. All communication should be documented in the Attendance Log.

### Trainings and Meetings

- Participate in NOEEN- sponsored trainings including the annual pre-service training;
- Fully participate in NOEEN required meetings for any staff;



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- Actively participate in ongoing quality improvement efforts offered through the program, including allowing classroom teachers to engage in coaching and other professional development activities with staff from Agenda for Children, Tulane University, Training Grounds, Louisiana State University, and others; and
- Participate in the MMCI group coaching opportunity offered to Approaching Proficient and Unsatisfactory sites if not already completed.

### Monitoring

- Support all activities needed to evaluate the impact of the project's activities on the teachers, children and families; to include additional assessments of the classroom, children and teachers;
- Fully participate in NOEEN compliance and monitoring visits, including, but not limited to, allowing NOEEN access to conduct unannounced visits;
- Ensure that children attend at least 85% of days each month; in the event that a child experiences unexcused absences for more than 15% of the days in one month, NOEEN should be informed promptly (once the child has exceeded the allowable number of absences);
- Ensure that every teacher in a participating classroom maintains and keeps, at minimum, a current updated Child Development Associate (CDA) credential with infant and toddler endorsement; teachers with an associate's or bachelor's degree should have the degree in early childhood education (or have a minimum of 12 credits in early childhood education);
- Maintain full enrollment at all times, ensuring that children who are no longer attending are discharged so that NOLA-PS can refill each seat promptly;
- Host visits from City of New Orleans staff, elected officials, and other individuals involved with the initiative, to observe the program and talk with center staff, project staff and families.

### Reports and Recordkeeping

- Maintain attendance records, as required by the program and submit attendance information to NOEEN by the 5th of every month, in adherence to the 85% student monthly attendance requirement;
- Adhere to all NOLA-PS policies regarding coordinated enrollment. Providers are required to notify NOLA-PS as soon as a child leaves the program and to discharge them within 24 hours to ensure a child is enrolled in the seat at all times;
- Maintain records and submit data to evaluator on staff credentials;
- Maintain records verifying that all children are up to date on their immunizations at program entry, and on an annual basis thereafter;
- Immediately notify NOEEN staff of any critical incidents involving/impacting staff, children and/or families by completing an incident report;
- Maintain records showing that each covered employee has been informed of their status as a covered employee under the city's Living Wage Ordinance, and the benefits to which they are thus entitled;
- Distribute and collect the Parent MOU with each enrolled child, which is to be kept on-file. NOEEN reserves the right to request said documentation;



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- Maintain adequate, legible, genuine, current, and complete records of services rendered under the terms of this agreement and make available all such records, which at a minimum, shall consist of, but are not limited to, the following categories and/or documents:
  - Enrollment records that include copies of all supporting documents that validate the family's eligibility for the program
  - Lesson plans, child assessment data
  - Teacher notes and correspondences
  - Family contact information
  - Master cards;
  - Maintain staff files that include:
    - Criminal background clearances
    - Professional development plans and/or annual performance appraisals that include specific areas of improvement for staff with action steps and checkpoints
  - Signed job descriptions
  - Record of trainings
  - Ancillary Certificate
  - Verification of credentials (e.g. CDA, college transcripts, etc.)

### NOEEN will:

- Ensure prompt payment as part of this award agreement;
- Partner with experts in training, coaching, and evaluation to deliver program components and support Center's efforts to provide high quality care and education to the children enrolled;
- Provide a program orientation regarding requirements for participation for Centers;
- Assist with the scheduling of vision and hearing screening;
- Conduct annual pre-service training for staff on XX, 2020;
- Work with NOLA-PS to maintain enrollment in the event of a student discharge;
- Provide ongoing supports with training, coaching, and evaluation partners;
- Identify resources and funding to augment continued programming;
- Conduct regular monitoring visits to ensure compliance with licensing and performance standards;
- Coordinate City Seats Provider professional learning opportunities;
- Respond to communications from Provider within 48 hours;
- Facilitate ongoing City Seats Provider and center meetings.

### 5. **Deliverables:** Provider also agrees to:

- a. Participate in regular in meetings with NOEEN City Seats Providers;
- b. Respond to communications from Agenda/NOEEN regarding activity within 48 hours;
- c. Support the evaluation of the NOEEN City Seats project by providing hard and potential soft copy documentation to LSU-Human Development Center;



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- d. Participate in all lead agency requirements, including coordinated enrollment, coordinated funding, and coordinated observations;
  - e. Work with Agenda for Children staff to implement models as advised by Coach;
  - f. Present on findings/learnings, as warranted.
6. **Termination:** Either party may terminate this agreement for breach of contract following a 60-day written notice to the other of the intent to so terminate. In case of termination, a pro-rated portion of funds must be returned to Agenda for Children within 60 days of this notice. If the violation is such that it endangers the life of any child or participant, violates a criminal law, jeopardizes the license of Provider name or NOEEN, or jeopardizes the funding of the program, that violation will be deemed grounds for immediate cancellation of the contract at the discretion of NOEEN. Should NOEEN's City Seats Program be cancelled by the City of New Orleans at any time during the existence of this Contractual Agreement, the Contractual Agreement will be cancelled without further obligation on the part of NOEEN.

Provider and NOEEN agree that if a dispute directly or indirectly arises out of or relating to this agreement, the parties will attempt to settle the dispute through good faith negotiations with each other.

7. **Indemnity:** To the fullest extent permitted by law, provider name will protect, defend, indemnify and hold harmless NOEEN, its agents and employees from and against all claims, demands, actions, liabilities, losses and costs arising out of or related to (a) any actual or alleged act or omission in the performance of this agreement by the contractor, its employees or subcontractors or (b) any act outside of this agreement by the contractor, its employees and /or subcontractor.
8. **Independent Contractor Relationship:** Provider name and NOEEN hereby expressly acknowledge that there is no intention of the parties to form a joint venture or partnership hereunder this agreement. This agreement should not be construed to create a contract of employment or an agency relationship. Provider name is at all times functioning as an independent contractor, and in that regard, agrees to hold NOEEN harmless and free from any and all liability, loss, or damages arising out of operation of this professional services agreement. Provider name hereby expressly acknowledges that no members of their staff shall be considered an employee or agent of NOEEN for any purpose, including specifically for any benefit of coverage or as provided by the Workmen's Compensation Law of the State of Louisiana or the Unemployment Compensation coverage provided by NOEEN.
9. **Non-Discrimination:** In the performance of this agreement, provider name will not discriminate or retaliate, in fact or in perception, on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, physical or mental disability or HIV status in



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accordance with fair labor laws and standards of practice.

- 10. **Amendments:** This Agreement may be amended or modified only in a writing which specifically references this Agreement.
- 11. **Press/Media:** Any press or media mentions regarding the NOEEN City Seats Project featuring or instigated by the Provider should refer to the partnership as a “Partnership between Agenda for Children, the New Orleans Early Education Network, and CENTER”. Provider also agrees to notify Agenda/NOEEN of any potential media mentions.
- 12. **Notices:** All notices provided to either party hereunder shall be in writing and considered delivered when placed in the U.S. Mail, first class postage paid, addressed to the parties at the addresses provided hereinabove, or sent electronically via email.

THE PARTIES HERETO hereby enter into this Agreement:

For routine communications related to this program, the points of contacts are:

**NOEEN**

[noeen@agendaforchildren.org](mailto:noeen@agendaforchildren.org)  
8300 Earhart Blvd., Suite 201  
New Orleans, LA 70118

Jessica Harris, Coach  
[Jharris@agendaforchildren.org](mailto:Jharris@agendaforchildren.org)

Emily Madeira, NOEEN Administrative Coordinator  
[emadeira@agendaforchildren.org](mailto:emadeira@agendaforchildren.org)  
[emily@noeen.org](mailto:emily@noeen.org)

and

«LEASITE\_NAME \_\_\_\_\_»  
«Address»

WITNESS WHEREOF, Agenda for Children and «LEASITE\_NAME \_\_\_\_\_»,  
through their duly authorized representatives, execute this contract.

**Agenda for Children**  
8300 Earhart Blvd., Suite 201  
New Orleans, LA 70118

By: \_\_\_\_\_



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Dr. Anthony Recasner, CEO

\_\_\_\_\_ Date

Witness: \_\_\_\_\_

Jennifer Roberts, Executive Director, NOEEN

\_\_\_\_\_ Date

**«LEASITE\_NAME\_\_\_\_\_»**

**«Address»**

By: \_\_\_\_\_

**«Director\_name»**, Director Date

\_\_\_\_\_ Date

Witness: \_\_\_\_\_

DRAFT