

DRAFT: Subject to change

**B-3
Early Learning Center Partnership Agreement
{{Provider Name}}
2021-2022 Academic Year**

B-3 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, Jen Roberts (hereafter referred to as "Agenda"), the New Orleans Early Education Network, represented herein by its Executive Director, Jen Roberts (hereafter referred to as "NOEEN"), and {{Provider Name}}, represented herein by its Director, {{Director Name}} (hereafter referred to as the "Provider").

Whereas, NOEEN has received funds from the State of Louisiana to administer an Early Childhood Education program for qualifying children in Orleans Parish;

Whereas, NOEEN awarded funding to the Provider for the 2021-2022 academic year;

Whereas, the Provider is responsible for the delivery of supports and services to childcare centers and families participating in the B-3 Seats Program.

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

1. **Term:** The term of this partnership agreement shall commence on August 1, 2021 and end on July 31, 2022 (hereby referred to as the "Term").
2. **Payment:** Agenda for Children agrees to compensate the Provider per child enrolled, at a rate agreed upon by the Louisiana Department of Education, and communicated to the Provider at the time of the award of funds, to be paid in 12 equal installments starting August 1st, 2021. The total amount of this contract is not to exceed \${{insert amount}}. Funds shall be dispersed per number of eligible children actively enrolled. The first payment shall be advanced to 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 mutually defined by NOEEN and the Provider on the first day of each month. The payment amount will be determined based upon active enrollment. The Provider agrees to use all funds to support the care and education of enrolled children.

3. Terms:

PROVIDER

The Provider shall ensure the following as a requirement of their continued participation in the B-3 Seats Program:

Program Delivery & Compliance

- Fully-funded child care services to all children ages six weeks to three years old who have been verified as eligible and have successfully enrolled into the program;
- Full day, full year services for up to 10 hours per day, five (5) days/week, with the exception of designated professional development days and holidays.
- Maintenance of a current Louisiana Type III child day care center license;
- Maintenance of a teacher/child ratio of no higher than one (1) teacher to four (4) children for children ages birth to two, and no higher than one (1) teacher to eight (8) children for age three, with no single group exceeding eight (8) children at any time;
- Maintenance of an average CLASS score of at least 3.75 (Proficient or above), as reported in annual Performance Profile results;
- Compliance with all Child and Adult Care Food Program (CACFP) requirements;
- Compliance with any and all state, local, and federal policies and regulations, including but not limited to Louisiana Licensing and Fire Marshall codes and regulations;
- Maintenance of child liability and accident insurance with no lapse of coverage;
- Provision of consumable supplies for enrolled children, such as diapers, wipes, and food;
- Provision of developmentally appropriate material and equipment necessary for the daily care and education of infants and toddlers;
- Provision of appropriate parent orientations and other supports, to include program requirements, dates of closure, and special features of your program;
- Adherence to screening, rescreening, and referral procedures as dictated within program orientation, training, professional development, and support documents, including the regular screening, rescreening, and appropriate follow-up referral of families;
- Provision of special needs services (audiology, physiology, occupational therapy, speech/language, psychological and assistive technology services), as required and in accordance with all law, policy, and best practice in the context of the child's natural environment; assurance that the classroom environment is accessible; provision of accessible materials and equipment; collaboration with Early Steps as appropriate;
- Full participation in all NOEEN required activities, including coordinated enrollment, child count, checkpoints and observations; trainings; coaching; and partner meetings.

Program Attendance

- A. The Provider shall track attendance for each child and promote regular attendance.
- (1) Implement a process to check for child safety in every case of unexcused absence.
 - (2) Implement strategies to promote attendance:
 - (i) Provide information about the benefits of regular attendance;
 - (ii) Support families to promote the child's regular attendance;
 - (iii) Use individual child attendance data to identify children with patterns of absence, which put them at risk of missing significant program time;
 - (iv) Develop appropriate strategies to improve individual attendance among identified at-risk children, such as family case management, as necessary;
 - (3) If a child ceases to attend, 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 and report said vacancy to NOLA-PS appropriately.
- B. Supporting attendance of homeless children.
- (1) Children experiencing homelessness or transitional housing, as defined by McKinney-Vento statues, shall be permitted to attend for the maximum period allowable under all state licensing requirements, without immunization and other records;
 - (2) Children experiencing homelessness who are unable to attend classes regularly due to lack of transportation shall be supported through existing community resources or, where possible, provided with free program transportation.
- C. Attendance Requirements for B-3 Seats
1. All children are expected to maintain regular attendance as required by NOLA-PS;
 2. Child attendance and arrival times shall be tracked by the Provider in the B-3 Seats Attendance Log;
 3. Attendance shall be complete and submitted by to NOEEN by the 5th day of each month of the program year.
 4. The Provider shall mark any cases of child absence as Excused or Unexcused in the shared B-3 Seats Attendance Log, based on their communication with the parent.
 - a. Explained absences are considered Excused (transportation, illness, family illness/conflict, etc.).
 - b. Unexplained absences are considered 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.
- D. Tardiness, Pick-Up, and Drop-Off
- a. Tardiness, and appropriate pick-up and drop-off times are determined by the Provider. Providers shall communicate all expectations clearly, in writing, to enrolled families;
 - b. The Provider may assess after or before care fees to the parent at a rate not to exceed \$1.00 a minute, per child;

- c. The Provider shall continue to provide all child care services in the event a parent/guardian does not remit payment;
- d. Parents shall be advised that Child Protective Services (CPS) may be called at the discretion of the Provider, if a child is not picked up by closing time;
- e. All such communication described herein shall be documented in the Attendance Log.

Program Quality

- a. Participation in ongoing quality improvement efforts offered through the program, including available professional development activities;
- b. Participation in NOEEN compliance and monitoring visits, including, but not limited to, allowing visits from NOEEN, LDOE, elected officials, and other individuals involved with the program.

NOEEN

NOEEN shall ensure the following for all Providers as part of their participation in B-3 Seats:

- a. Prompt payment as part of this award agreement;
 - b. Facilitation of ongoing program supports and professional development;
 - c. Provision of a program orientation regarding Provider requirements;
 - d. Ongoing administrative support, as required based on center need and performance.
4. **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 B-3 Seats be cancelled by the Louisiana Department of Education at any time during the existence of this Contractual Agreement, the Contractual Agreement will be cancelled without further obligation on the part of NOEEN. The 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.
 5. **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.
 6. **Independent Contractor Relationship:** The Provider 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. The Provider 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. The Provider 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.

7. **Non-Discrimination:** In the performance of this agreement, the Provider 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 accordance with fair labor laws and standards of practice.
8. **Amendments:** This Agreement may be amended or modified only in a writing which specifically references this Agreement.
9. **Press/Media:** Any press or media mentions regarding the B-3 Seats Program 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.
10. **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.

Agenda for Children and {{Provider Name}}, through their duly authorized representatives, execute this contract.

NOEEN Signature

Date

Provider Signature

Date

DRAFT