



DRAFT: SUBJECT TO CHANGE

**{{PROVIDER NAME}} Provider Agreement
2021-2022 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 {{PROVIDER NAME}} represented herein by {{DIRECTOR NAME}}, Director, (hereafter referred to as the “Provider”).

Whereas, NOEEN has received funds from the City of New Orleans and 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 NOEEN City Seats Program.

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

1. **Partnership Term:** The term of this partnership agreement shall commence on July 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 allotted, contingent upon satisfactory enrollment rates as determined by NOEEN, at a rate agreed upon by City of New Orleans and Louisiana Department of Education officials, 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 \${{TOTAL TUITION PAYMENTS}}. 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. The award amount stated in this agreement, and the terms herein, refer to funding allocated for the creation of free early education seats for qualifying families, and is exclusive of additional program supports, financial or otherwise.

3. Terms of Agreement:

PROVIDER

The Provider shall ensure the following as a requirement of their continued participation in the NOEEN City Seats Program:

Program Delivery & Compliance

- I. 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;
- II. 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;
- III. Maintenance of a current Louisiana Type III child day care center license;
- IV. Maintenance of 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, unless otherwise approved by NOEEN;
- V. Utilization of a Tier 1 curriculum in all of classrooms serving City Seats children;
- VI. Timely completion of all required child assessments via TeachingStrategies GOLD, including routine “checkpoints” by deadline(s) and communication of results to families;
- VII. Maintenance of an average CLASS score of at least 3.75 (Proficient or above), as reported in annual Performance Profile results;
- VIII. Compliance with all Child and Adult Care Food Program (CACFP) requirements;
- IX. Compliance with any and all state, local, and federal policies and regulations, including but not limited to Louisiana Licensing and Fire Marshal codes and regulations;
- X. Maintenance of child liability and accident insurance with no lapse of coverage;
- XI. Compliance with Louisiana Children's Code Article 603, which designates child-care providers as mandated reporters;
- XII. Provision of consumable supplies for all enrolled children, such as diapers, wipes, formula and baby food;
- XIII. Provision of developmentally appropriate material and equipment necessary for the daily care and education of infants and toddlers;
- XIV. Provision of appropriate parent/guardian orientations and other supports, to include program requirements, dates of closure, and special features of your program within 45 days of enrollment;



- XV. Screening of all City Seats children within 45 days of program entry, using the Ages and Stages Questionnaire (ASQ), appropriate follow-up referral of families, and documentation of efforts as designated by NOEEN;
- XVI. 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 City Seats Partner organizations as appropriate;
- XVII. Full participation in and cooperation with all NOEEN activities as required, including coordinated enrollment, child count, checkpoints, TS GOLD comparative reports, and CLASS observations; orientation and debrief sessions; wraparound supports; trainings and mandatory designated professional developments; coaching; any and all monitoring activities, including drop-in visits that occur up to once per quarter; and partner meetings;
- XVIII. Distribution and collection of the Parent/Guardian MOU for each enrolled child within 45 days of enrollment;
- XIX. Maintenance of adequate, legible, genuine, current, and complete records of services rendered under the terms of this agreement and make available all such records via designated submission processes within given deadlines;
- XX. Continuity of consistent communication with NOEEN staff, including timely responsiveness to emails and phone calls;
- XXI. Acceptable and appropriate usage of wraparound supports as designated by NOEEN guidelines;

Program Attendance

- I. Attendance tracking.
 - A. The Provider shall track attendance for each child and promote regular attendance;
 - B. Implement a process to check for child safety in every case of unexcused absence;
 - C. Implement strategies to promote attendance:
 - 1. Provide information about the benefits of regular attendance;
 - 2. Support families to promote the child's regular attendance;
 - 3. Use individual child attendance data to identify children with patterns of absence, which put them at risk of missing significant program time;
 - 4. Develop appropriate strategies to improve individual attendance among identified at-risk children, such as family case management, as necessary;
 - D. If a child ceases to attend, make appropriate efforts to re-engage 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.
- II. Supporting attendance of homeless children.



- A. 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;
 - B. 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.
- III. Attendance requirements for City Seats.
- A. All children are expected to maintain regular attendance as required by NOEEN (85%);
 - B. Child attendance and arrival times shall be tracked by the Provider in the City Seats Attendance Log;
 - C. Attendance shall be complete and submitted to NOEEN by the 5th day of each month of the program year within the NOEEN-provided format.
 - D. The Provider shall mark any cases of child absence as Excused or Unexcused in the shared City Seats Attendance Log, based on their communication with the parent/guardian .
 - 1. Explained absences are considered Excused (transportation, illness, family illness/conflict, etc.).
 - 2. Unexplained absences are considered Unexcused.
 - 3. Chronic absenteeism will require a follow-up with a guardian and intervention in conjunction with City Seats Program Partners as appropriate.
 - 4. Communication around absences between the Provider and parent/guardian should be logged into the Attendance Log.
 - E. The Provider shall follow NOLA-PS designated procedures to dismiss a student from the City Seats program if after appropriate intervention attempts, as designated by NOEEN, chronic absenteeism continues.
- IV. 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/guardian at their own discretion at a rate not to exceed \$5.00 for the first minute, then \$1.00 each additional 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/Guardians 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



- I. Participation in ongoing quality improvement efforts offered through the program, including coaching and professional development activities;
- II. Participation in evaluation efforts, to include additional assessments of the classroom, children and teachers;
- III. Participation in NOEEN compliance and monitoring visits, including, but not limited to, allowing visits, both scheduled and unscheduled, from City of New Orleans, 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 City Seats:

- I. Prompt payment as part of this award agreement;
 - II. Facilitation of ongoing program supports, training, professional development, coaching, and program evaluation;
 - III. Provision of a program orientation regarding Provider requirements;
 - IV. Performance of regular monitoring visits, to ensure compliance;
 - V. Coordination of program partners and support programs;
 - VI. Facilitation of ongoing City Seats Provider and center meetings.
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 NOEEN's City Seats Program be cancelled by the City of New Orleans or 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 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.
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 / NOEEN and {{SITE NAME}}, through their duly authorized representatives, execute this contract.



Agenda for Children / NOEEN

Agenda / NOEEN Representative _____
Date

Agenda / NOEEN Signature _____
Date

Provider Representative _____
Date

Provider Signature _____
Date

DRAFT