

MEMORANDUM OF UNDERSTANDING
2023 - 2024 NOEEN City Seats Provider Agreement

Agenda for Children & {{Provider Name}}

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Section 1: Standard Contract Agreement

This Agreement is hereby entered into effective as of the Term specified below by and between Agenda for Children located at 8300 Earhart Blvd, Suite 201, New Orleans, Louisiana 70118, represented herein by its CEO, Jennifer Roberts (hereafter referred to as "Agenda") and **{{Provider}}** represented herein by **{{Director Name}}**, Director, (hereafter referred to as the "Provider"). Agenda and Provider are collectively referred to hereafter as "Parties" or individually as a "Party".

Whereas, Agenda and NOLA Public Schools serve as the Co-Lead Agencies for the Orleans Parish Community Network called the New Orleans Early Education Network (NOEEN), pursuant to LA Bulletin 140;

Whereas, Agenda has received funds from the City of New Orleans (hereafter referred to as the "City") to administer an early childhood education program for qualifying children in Orleans Parish (hereafter referred to as "City Seats") funded by the Orleans Parish Early Childhood Education Millage;

Whereas, the NOEEN Steering Committee has awarded NOEEN City Seats to the Provider for the 2023-2024 school year;

Whereas, Agenda administers the NOEEN City Seats Program and partners with Providers responsible for the delivery of support and services to children and families participating in the NOEEN City Seats Program;

Now, therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Article I: CONTRACT AGREEMENTS

1. Partnership Term: The term of this partnership Agreement shall commence on July 1, 2023 and end on June 30, 2024 (hereby referred to as the "Term").
2. Payment: Agenda for Children agrees to compensate the Provider \$12,000 per child enrolled to be paid in 12 equal installments of \$1,000 per month for 12 months. Official enrollment is to be based on monthly attendance reports, provided by NOLA-PS, which

will be cross-referenced with attendance submitted by the Provider. Payment will not be made for vacant seats, which are defined as an allocated seat that is unoccupied by a child in Salesforce for longer than 30 days.

The total amount of this contract is not to exceed **{{SPELL-OUT-THE-NUMBER-DOLLARS e.g. One-hundred-thousand-dollars}}**. The first monthly payment shall be commensurate with the per seat payment allotted to the Provider. All payments thereafter shall be based on enrollment records documented in accordance with the terms within this MOU. Payments will be paid into a Provider's account, made payable by check, or another process as mutually defined by Agenda and the Provider, on the first day of each month minus funds owed resulting from variances in the previous month's official enrollment report and the length of vacancy. The Provider agrees to use all funds to support the care and education of enrolled children and may not use Child Care Assistance Program (CCAP) funding for children that are enrolled using City Seats funding. 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 support, financial or otherwise.

3. Termination: This Agreement shall be automatically suspended or terminated by Agenda for Children if funds are not made available for this Agreement to Agenda for Children. This Agreement may also be suspended or terminated by Agenda for Children if the City suspends or reduces Agenda's contract for any reason. Agenda will promptly notify the Provider of any such action.
 - I. Agenda shall have the unilateral right to terminate this Agreement as to a Provider during the Initial Term or any Additional Term in the event Provider fails to obtain and maintain a current child care license. Provider shall provide proof of such licensure to Agenda upon request, and in the event that a Provider cannot provide such proof, Agenda may immediately terminate this agreement with Provider.
 - II. Agenda shall have the unilateral right to terminate this Agreement as to a Provider during the Initial Term or any Additional Term in the event Provider fails to procure or maintain any of the required insurance coverages or to fulfill any of its other obligations with respect to insurance.

- III. Agenda shall have the unilateral right to terminate or suspend this Agreement as to a Provider before the ending date for reasons of default, that is if Provider fails, refuses, or is unable to complete its obligations under this Agreement in accordance with all provisions of the Agreement and all applicable laws and regulations, subject to any consent by Agenda and the City that is required by the Agreement. Contractor shall provide to Agenda valid documentation of compliance with applicable federal, state, and local laws, standards, and regulations within two (2) business days upon Agenda's request for inspection.

- IV. In the event that Agenda deems the Provider to be in default and out of compliance with any provision of this Agreement, Agenda shall issue a written Notice of Default to the Provider and create a Corrective Action Plan. The Notice of Default shall identify the defaults and specify the deadline for the Provider to dispute or correct them and document that they have done so. Except where circumstances require more a expeditious resolution (such as, by way of example only, in cases of danger to children or the fraudulent use of City funds), the Provider shall generally have at least (30) days after notice to disprove or resolve such defaults, as documented in the Corrective Action Plan. The Provider may promptly propose and request discretionary consideration for a longer-term Corrective Action Plan. Unless Agenda otherwise so provides in writing, Provider's facilities will be under an Enrollment Hold pending full documentation that no default exists. If all defaults are not disproven or corrected in a timely manner, the Provider will receive a written Notice of Termination stating the effective date of termination of the Agreement and its funding as to the Provider. However, Agenda reserves the right to deviate, accelerate, or otherwise alter this process in its sole discretion in order to protect the safety and well-being of children and all people in connection with the City Seats Program and to respond to changing circumstances and/or additional information or findings.

- V. A Provider may terminate this Agreement by giving Agenda written notice of termination if Agenda fails to pay any due amount under this Agreement and such failure continues for 45 days after written notice thereof from Provider.

- VI. If either the Provider or Agenda moves to terminate for any reason, a prorated portion of advanced funds must be returned to Agenda within 60 days of termination notice. All children will be provided an alternative center assignment based on waitlist offers, location and center availability.
 - VII. If the Provider engages in a violation that endangers the life or wellbeing of any child or person, violates a criminal law or another law or regulation, jeopardizes the license of the Provider, or jeopardizes the funding of the program, that violation will be deemed grounds for immediate cancellation of the contract at the sole discretion of Agenda.
 - VIII. The Provider and Agenda 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.
4. Changes in Funding: At any time during the contract term, Agenda shall have the right to reduce the number of seats or the funding award to a Provider in the event of underutilization of the Provider's services or in the event that funds become unavailable. Similarly, Agenda shall have the right to increase the number of seats or the funding award to a Provider in the event of redistribution of vacant seats from other locations or an overall increase in the total number of program seats. All seat reductions and increases shall be at the sole discretion of Agenda, with approval from the NOEEN Steering Committee, if required. Changes in seat awards will be executed through an Agreement Amendment signed by Agenda and the Provider.
5. Insurance: Except as otherwise noted and as permitted by law, at all times during this Agreement or the performance of work required by this Agreement, Contractor shall maintain the following insurance in full force and effect. Evidence of coverage shall be provided to Agenda prior to the start of any activities/work, in conjunction with Contractor's Scope of Work under the Agreement and upon Agenda's request at any time thereafter.
- a. **Minimum Requirements:**
 - i. Commercial General Liability (CGL). Insurance Services office Form, covering CGL on an "occurrence" basis, including, products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence.

- ii. Abuse and Molestation Coverage. Either by endorsement to the CGL Policy or by separate policy with limits no less than \$100,000.00 per claim.
- iii. Workers' Compensation & Employers Liability Insurance in compliance with the applicable Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.00 per accident for bodily injury or disease.
- iv. Child Liability and Accident Insurance.

b. Additional Insured Status:

- i. Contractor will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as covered "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this Agreement; General liability insurance coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 IO 11 85 or both CG 20 I O and CG 20 37 forms if later revisions used).
- ii. Contractor will provide, and maintain current, a Certificate of Insurance naming Agenda, its officers, officials, employees, and volunteers as covered "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this Agreement; General liability insurance coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 IO 11 85 or both CG 20 I O and CG 20 37 forms if later revisions used).
- iii. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans and Agenda as Certificate Holders and be uploaded into Child Plus by July 1, 2023.
- iv. The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

c. Other Insurance Provisions:

- i. Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to the City of New Orleans, its departments, political subdivisions,

officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to Contractor's coverage. The same Primary Coverage provisions shall be true of Contractor's insurance with respect to Agenda for any claims related to this Agreement.

- ii. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after the termination of this Agreement.
- iii. Waiver of Subrogation: Contractor and their insurers agree to waive any right of subrogation which any insurer may acquire against the City of New Orleans or Agenda by virtue of the payment of any loss under insurance required by this Agreement.
- iv. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VU, unless otherwise acceptable to Agenda and the City of New Orleans.
- v. Notice of Cancellation: Contractor shall notify Agenda in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.
- vi. Insurance Substitution: Contractor shall substitute insurance coverage maintained under this Agreement within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.
- vii. Special Risks or Circumstances: Agenda shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances. Any modifications to the Insurance provisions of this Agreement shall be subject to pre-approval by the City of New Orleans to be effective.
- viii. Non-Waiver: The obligations for Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations.

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve Contractor from any liability incurred as a result of their activities/operations in conjunction with Contractor's obligations and/or Scope of Work.

6. Indemnification: To the fullest extent permitted by law, the Provider shall indemnify, defend, and hold harmless Agenda, its directors, officers, employees, agents, insurers, self-insurance funds, and assigns from any claim, loss, or damage, including attorney's fees, resulting or arising from: (i) any wrongful or negligent acts or omissions of Provider, including any employees, agents, or subcontractors of Provider; (ii) breach of this agreement by Provider, including any employees, agents, or subcontractors of Provider; and (iii) violation of any law or regulation by Provider, including any employees, agents, or subcontractors of Provider.
7. Independent Contractor Relationship: Provider's relationship with Agenda will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Provider will not hold itself or any of its employees, subcontractors, or agents out to be an employee, partner, or agent of Agenda. Provider hereby expressly acknowledges that no members of its staff shall be considered an employee or agent of Agenda 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 Agenda.
8. Non-Discrimination: In the performance of this Agreement, Provider agrees that it will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status. Provider agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
9. Equal Employment Opportunity: In all hiring or employment made possible by, or resulting from this Agreement, Provider agrees that it (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the employees of Provider are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual

orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

10. Hiring Requirements (Ban the Box): Provider agrees that it will comply with the Code of the City of New Orleans Chapter 2, Article I, Sections 2-8(d) and 2-13(a)-(f) ("Review of employment candidates' criminal history"). This provision of the Agreement will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining sections of the Agreement will remain in full force and effect.

11. Minimum Wage Requirements: To the fullest extent permitted by law, Provider agrees that it will comply with the Code of the City of New Orleans Chapter 70, Article VIII ("Living Wage Ordinance"), which requires, in pertinent part, the following: (i) Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("Living Wage"); (ii) Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and (iii) Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code. Under the provisions of the Living Wage Ordinance, the living wage payable pursuant to any city contracts or city financial assistance agreement, or any extensions thereof, shall be \$15.00 per hour for any work performed during calendar year 2023. For work performed during calendar year 2024, the living wage shall be \$15.00 per hour plus any adjustment made based on inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region. Unless otherwise expressly provided in this Agreement, capitalized terms used but not defined in this section, shall have the definition attributed to them in the Living Wage Ordinance of the City Code referenced herein.

12. Employee Verification: Provider swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of

this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana. Provider will provide to Agenda a sworn affidavit attesting to provisions (i) and (ii) above before beginning to perform the Scope of Work in this Agreement. Agenda may terminate this Agreement for cause if the Provider violates any provision of this section.

13. Convicted Felon Statement: Provider represents and warrants that none of its principals, members, or officers has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under federal or state statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
14. Restricted Use of Compensation: Any and all compensation paid to Provider in accordance with this Agreement shall be used exclusively to perform the Scope of Work and objectives contained in this Agreement and shall be used in accordance with all provisions of this Agreement. Agenda may audit such records of Provider as Agenda reasonably deems necessary to determine compliance with the appropriate use of any and all compensation paid under this Agreement.
15. Amendments: This document represents the entire Agreement between the Parties. There are no other agreements or understandings, written or oral, between the Parties regarding this Agreement other than those set forth herein. This Agreement shall not be modified or amended except by a written document executed by both Parties which specifically references this Agreement.
16. Press/Media: If any press or media contacts the Provider regarding NOEEN City Seats or the City of New Orleans Early Childhood millage, Provider should refer to the partnership as a “Partnership between Agenda for Children, the NOEEN City Seats Program, and Provider.” Provider also agrees to notify Agenda and NOEEN of any potential media contact and/or mentions.
17. 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 addressed provided hereinabove, or sent electronically via email.

Article II: SERVICES AND RESPONSIBILITIES

Provider

The Provider shall ensure the following as a requirement of their continued participation in

the NOEEN City Seats Program regarding program delivery and compliance:

- I. Fully-funded child care services to all children ages six weeks to three years old who have been verified as eligible through the New Orleans Central Application Process and have successfully enrolled into the City Seats Program;
- II. Full day, full year, 12-month program for up to ten (10) hours per day, five (5) days/week, with the exception of designated professional development days, holidays or closure due to natural disasters;
- III. In the case of a positive COVID exposure the Provider shall immediately notify LDOE by submitting the §1103 Critical/Reportable Incident, provide a copy of the Critical/Reportable Incident and a copy of the positive COVID test result to the Birth to Three Access Team to be uploaded by the Provider in ChildPlus.
- IV. Each Provider shall provide Agenda a copy of their program handbook which should also include the center's COVID policy;
- V. Maintenance of a current Louisiana Type III child day care provider license;
- VI. Maintenance of a teacher/child ratio of no higher than one (1) teacher to four (4) children for infants and toddlers, and one (1) teacher to eight (8) children for three year olds; with no group having more than eight (8) children at all times, unless otherwise approved by Agenda for Children administrative staff. Teacher/child ratio requests must be submitted in writing to the Birth to Three Access Team on a biweekly basis until program ratios return to the outlined requirements. Ratio requests will be approved or denied at the sole discretion of Agenda for Children.
- VII. Utilization of a Tier 1 curriculum in all of the classrooms serving City Seats children;
- VIII. Timely completion of all required child assessments via Teaching Strategies GOLD, including routine "Checkpoints" by deadline(s) and communication of results to families; Completion of Teaching Strategies GOLD observation documentation is required throughout the entire school year, including summer months;
- IX. Maintenance of an average CLASS score of at least 4.5 (Proficient or above), as reported in annual performance profile results;
- X. Compliance with all Child and Adult Care Food Program (CACFP) requirements;
- XI. Compliance with all state, local, and federal policies, laws, and regulations, including but not limited to Louisiana Licensing and Fire Marshal codes and regulations;
- XII. Maintenance of child liability and accident insurance with no lapse of coverage; providers shall send a copy to Agenda before the start of the 2023-24 programmatic year;
- XIII. Compliance with Louisiana Children's Code Article 603, which designates Childcare providers as mandated reporters; completed certifications must be uploaded into ChildPlus by the start of the programmatic year or within 60 days of employment for new staff;
- XIV. Provision of consumable supplies for all enrolled children, such as diapers, wipes, formula and baby food;

- XV. Provision of developmentally-appropriate materials and equipment necessary for the daily care and education of infants and toddlers, such as books, blocks, dolls, soft animals, child-sized furniture, grasping toys, instruments, and drawing materials; including disability supplies required. Materials must be accessible to children throughout the entire school day;
- XVI. Provision of appropriate parent/guardian orientation and other supports, to include program requirements, dates of closure, and special features of your program within 45 days of enrollment;
- XVII. Screening of all City Seats children within 45 days of program entry, using the Ages and Stages Questionnaire (ASQ), appropriate follow-up referral of the families, and documentation of efforts as designated by Agenda;
- XVIII. 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 Partners organizations as appropriate;
- XIX. Full participation in and cooperation with all NOEEN activities as required, including coordinated enrollment, child count, TS GOLD checkpoints and comparative reports, and CLASS observations; orientation and CLASS debrief sessions; wraparound supports; trainings and mandatory designated professional development seminars; mandatory coaching; any and all monitoring activities, including drop-in-visits that occur at least once per quarter; partner meetings; program evaluation, including any and all reports or requests made by Agenda;
- XX. Coaching support is designated to classrooms that consist of City Seats children only;
- XXI. Distribution and collection of the Parent/Guardian MOU/Agreement for each enrolled child within 45 days of enrollment, Parent/Guardian MOUs/Agreements must be documented within Child Plus;
- XXII. Maintenance of adequate, legible, genuine, current, and complete records of services rendered under the terms of this Agreement with all such records made available using a designated submission process within given deadlines;
- XXIII. Continuity of consistent communication with Agenda staff, including timely responsiveness to emails, within 24 to 48 hours and phone calls;
- XXIV. Acceptable and appropriate usage of the City Seat Program's comprehensive wraparound supports as designated by Agenda guidelines;
- XXV. Ensure that all deliverables are delivered on or before the deadline;
- XXVI. Maintain internet access at each Center to ensure Provider is able to participate in all components of the program;
- XXVII. City Seats lead teachers are required to maintain a minimum qualification of a CDA credential; City Seats teachers without a CDA must be in the process of completing this credential within 90 days of hire;

- XXVIII. City Seats lead teachers and support staff must complete a criminal background check required for all staff members working in a child care and family child care setting. Providers must provide Agenda copies of all criminal background checks within 45 days of hire. Should a Provider learn of an employee's arrest or any other activity of an employee that may disqualify them from working in a childcare center, Provider must notify Agenda within 24 hours.
- XXIX. The Provider shall utilize ChildPlus to document and monitor attendance, document communication with families, and upload all required program documents;
- XXX. School uniforms are optional for City Seats families. If families are unable to purchase uniforms, Providers shall use program funding to assist families with obtaining uniforms. A family's inability to purchase a uniform will not affect eligibility or enrollment;
- XXXI. All City Seat lead teachers, administrators and support staff are obligated to treat students with dignity and respect promoting the health and safety for children's wellbeing for development and learning;
- XXXII. All City Seats lead teachers, administrators and support staff are obligated to treat family members, Birth to Three Access Team staff, Agenda for Children staff, staff of the City of New Orleans, partners, and members of the community with dignity and respect, and create an early learning environment that is safe, respectful and developmentally appropriate for all;
- XXXIII. The Provider shall immediately notify and provide a copy of licensing violation report(s) within 24 hours.

Agenda for Children

Agenda shall ensure the following for all providers as part of their participation in City Seats:

- I. Prompt payments as part of this 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, wrap around and support programs;
- VI. Access and training for ChildPlus software;
- VII. Facilitation of ongoing City Seats Provider and center meetings;
- VIII. Access to all Wrap Around service providers based on need;
- IX. Work with NOLA Public Schools to communicate enrollment challenges and needs.

Section 2: MANAGING PROGRAM ENROLLMENT AND ATTENDANCE

Article I: CHILD ATTENDANCE TRACKING

- I. Provider shall track attendance, child arrival, and departure times for each child and record daily in ChildPlus by 1 p.m. on the day of attendance;
- II. Provider shall track all child absences, including the details of reason for absence;
- III. Provider shall make contact with parent/guardian immediately upon first absence in order to confirm that the child is safe and that they are not in need of a referral to the Birth to Three Access Team as defined by Section 2, Article IV;
- IV. Providers shall make appropriate efforts to re-engage the family to resume attendance, including: contacting the caregiver immediately after an absence, reminding the family of the attendance policy/NOEEN City Seats Parent Agreement and the reasons for the attendance policy, and education around the importance of early childcare.
- V. The Provider shall adhere to documenting absences per the parameters below:

<u>Type of Absence</u>	<u>Excused / Unexcused/ Both</u>	<u>Parameters</u>
Vacation	Both	<ul style="list-style-type: none"> ● Each child is allowed 2 weeks (10 school days) of vacation per academic year. ● An absence due to vacation is only excused if the child has been attending at or above 85% for 3 months in advance of the vacation. Otherwise, the absence due to vacation will be unexcused. ● Families shall notify the provider in writing of vacation dates and Providers shall upload documentation in ChildPlus. ● Provider shall track the duration of the vacation and follow up with the caregiver to ensure the child continues attending upon return. ● The child should not be considered for drop until their pre-communicated vacation time has ended and they have failed to return to claim the seat.
COVID-19 Sickness (of child or close relative)	Excused	<ul style="list-style-type: none"> ● If a child or member of the child’s family has been diagnosed with COVID, the center and family must follow the CDC and LDOE guidelines for how long a child will be absent from school.

		<ul style="list-style-type: none"> • If a Provider determines that they need to close their establishment in order to contain the spread of COVID-19, they must complete a Critical Incident Report form and submit it to Agenda and the LDOE. • The family should not be considered for discharge as long as the family can supply a positive Covid test for the child.
Bereavement	Excused	<ul style="list-style-type: none"> • If a family is experiencing a death in the family, the program will give the family a five day bereavement period. If the family needs more time, the family must notify the provider and it must be documented in Child Plus.
Transportation	Unexcused	<ul style="list-style-type: none"> • If a family is experiencing transportation issues, the family shall be referred to the Birth to Three Access Team to determine if support, such as connection to resources or distribution of bus passes are needed.
Custody Issues	Both	<ul style="list-style-type: none"> • For short-term custody issues (less than 30 days), a child's absence may be excused. • For long-term custody issues (over 30 days), the child should be considered for discharge.
Undetermined	Unexcused	<ul style="list-style-type: none"> • If a caregiver fails to make contact with the provider for over one week, the child should be considered for discharge.
McKinney-Vento Families	Excused	<ul style="list-style-type: none"> • Any family experiencing homelessness will receive wraparound support and should be referred to the Birth to Three Access Team.
Natural Disasters	Both	<ul style="list-style-type: none"> • In the event of a natural disaster, Agenda will communicate directly with Provider allowable days of excused absences. This will be done with LDOE guidance and be based upon the needs of the individual providers and the needs of families in impacted areas.

Article II: TRANSPORTATION POLICY

Agenda for Children may provide transportation assistance to identified parent(s) with transportation challenges that affect their child's attendance in the City Seats Program. Transportation assistance will be provided to the identified parent/guardian via a 31-day bus pass.

Outcome:

Promote regular attendance of the child in the City Seats Program, which will allow children to fully benefit from participating in quality early childhood education.

Request:

Bus pass(es) must be requested by the parent(s) or guardian(s). Bus pass(es) can be requested in three ways:

1. By informing the childcare provider;
2. By requesting pass(es) from wraparound providers;
3. By requesting pass(es) from the Birth to Three Access Team.

Eligibility:

- a. Child(ren) enrolled in the City Seats Program;
- b. Child(ren) identified as having attendance issues due to lack of transportation;
- c. Parents are eligible to receive up to three **(3)** bus pass(es) per school year, per family. If the family exceeds the maximum pass(es), a meeting will be required with the Birth to Three Access Team to discuss possible, alternative transportation options.

Article III: CHILD RECRUITMENT AND ENROLLMENT

- I. Providers must ensure all children deemed eligible for the City Seats Program receive access to their early learning center regardless of race, socioeconomic status or disability
- II. Provider shall work to recruit and maintain enrollment of 100% allotted seats;
- III. Provider must follow all Agenda enrollment policies, processes, and procedures;
- IV. Responsible enrollment management is an imperative element of partnering with the City Seats Program. Enrollment infractions will be taken seriously and can result in loss of funding or seats for the current or future school year. If Provider is unsuccessful or negligent in managing their enrollment, including failure to drop children who are no longer attending, they may be at risk of contract termination or seat reduction;

- V. Providers who do not demonstrate demand, as demonstrated by having a vacant seat for over 60 days, may be at risk of losing their seat provided the seat is vacant due to lack of demand.
- VI. Provider shall immediately notify in writing when issues occur with filling a seat due to hiring a teacher and staff shortages

Article IV: MANAGEMENT OF SALESFORCE

- I. Provider shall provide consistent maintenance of City Seats roster in Salesforce and/or any other designated data system. Provider shall review rosters weekly to ensure rosters are accurate and up-to-date. If providers notice a discrepancy with rosters, they shall contact NOLA-PS (enrollment_support@nolapublicschool.com) and NOEEN (noeenaccess@agendaforchildren.org) immediately for support.
- II. Upon recurrent absences, if the child does not resume attending, then the program must consider that slot vacant, discharge the child and report the discharge to the Birth to Three Access Team appropriately and immediately;
- III. Provider will notify Agenda immediately in reference to a child withdrawing from the program or a child being dropped from the program.
- IV. Provider shall ensure the withdrawn child is reflected in Salesforce by completing the discharge process within 48 hours.

Article V: MANAGEMENT OF CHILD PLUS DATA SYSTEM

- V. Provider shall provide consistent maintenance of City Seats roster in ChildPlus.
- VI. Provider shall review rosters to ensure rosters are accurate and up-to-date in ChildPlus. If providers notice a discrepancy with rosters, they shall contact NOLA-PS (enrollment_support@nolapublicschool.com) and NOEEN (noeenaccess@agendaforchildren.org) immediately for support.
- VII. If recurrent unexcused absences continue (5 absences in a week), the program must consider that child's slot vacant and discharge the child in Salesforce and ChildPlus. Following the discharge, the provider shall report it to the Birth to Three Access Team immediately;
- VIII. Provider will notify Agenda immediately in reference to a child withdrawing from the program or a child being dropped from the program.
- IX. Provider shall ensure the withdrawn child is reflected in ChildPlus by completing the discharge process within 48 hours.

- X. Provider shall track attendance daily in ChildPlus.

Article VI: PROVIDING CHILD ATTENDANCE AND REFERRAL SUPPORT

- I. Provider shall implement a process to check for child safety in every case of absence including;
 - a. 1st absence - Provider must contact family and determine reason for absence and document in ChildPlus.
 - i. If the reason for absence is transportation issues, housing insecurity, crisis, and other access barriers, the provider must refer the family to the Birth to Three Access Team.
 - ii. Failed attempts to contact parent/guardian must also be documented in ChildPlus.
 - iii. If a child is absent from the center for three (3) or more consecutive days due to illness, documentation from the child's health care provider is required indicating the child's ability to return to the center. If a child is absent for any other reason for an extended amount of time, an attendance counseling meeting will be held with the parent, Birth to Three Access Team and the center's director.
 - b. The Provider must contact Agenda's Birth to Three Access Team, as needed, for issues such as transportation difficulties, employment issues, homelessness, food insecurity, grief/counseling, and chronic absences.
 - c. 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;
 - d. Attendance requirements for City Seats;
 - i. All children are expected to maintain 85% regular monthly attendance;
 - ii. The provider shall complete the disenrollment process in Salesforce to dismiss a student from the City Seats Program if the students attendance rate is under 85% .
 - e. Supporting attendance of homeless children;
 - i. 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 eligibility documents;

- ii. Children experiencing homelessness who are unable to attend classes regularly due to lack of transportation shall be supported through wrap-around support services and transportation vouchers

Article VII: TARDINESS, PICK-UP, AND DROP-OFF

- I. Provider determines tardiness and appropriate pick-up and drop-off times. Provider shall communicate all expectations clearly, in writing to enrolled families;
- II. 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;
- III. Provider shall continue to provide all childcare services in the event a parent/guardian does not remit payment;
- IV. Parent/Guardians shall be advised that Department of Child & Family Services (DCFS) may be called at the discretion of Provider, if a child is not picked up by closing time and the child's parents/guardians have not communicated with the Provider regarding their arrival time for pick up;
- V. All such communication described herein shall be documented in the Attendance Log.

Section 3: MANAGING PROGRAM QUALITY

ARTICLE I: MAINTAINING PROGRAM QUALITY

- I. Provider is required to participate in ongoing quality improvement efforts offered through Agenda for Children and City Seats Program Partners including mandatory coaching and professional development;
- II. Provider must participate in formal and informal evaluation efforts, which may include additional assessments of the classroom children and teachers;
- III. Participation in Agenda compliance and monitoring visits, including but not limited to, scheduled and unscheduled visits from the City of New Orleans, Agenda, NOEEN, LDOE, elected officials and other individuals involved with the program.

ARTICLE II: SUSPENSION AND EXPULSION

- I. All City Seats programs must prohibit the use of suspension due to the behavior of a child who occupies a City Seat.

- II. If the Provider and/or parent/guardian are concerned that a child is not thriving or having his/her needs met, the program must engage the Birth to Three Access Team, parents/guardians, appropriate consultants, and designated resources to best meet the needs of the child and family. If a different environment is determined to be a better fit for the child in consultation with the Birth to Three Access Team, reassignment to a different provider may occur.
- III. Expulsion of a City Seats child is prohibited.

Article III: CITY SEATS COMPLIANCE MONITORING POLICY

- I. The City Seats Program implements a compliance monitoring system that is designed to track the progress, quality of the program, and to ensure providers are in full compliance with the provider MOU for the programmatic year. If providers are not in full compliance, Agenda will implement corrective measures commensurate with the severity of the non-compliance up to and including immediate cancellation of this Agreement at Agenda's sole discretion. Agenda will create a Corrective Action Plan to cure instances of non-compliance that do not threaten the safety or well-being of children, program staff, or any person while in connection with the City Seats Program. While circumstances are unique in every situation, Corrective Action Plans will generally be administered according to the following process. However, Agenda reserves the right to deviate, accelerate, or otherwise alter this process in its sole discretion in order to respond to changing circumstances and/or additional information or findings.
 - 1. Step 1:
 - a. Provider will receive a written Notice of Default outlining the areas that are out of compliance. (e.g., City Seats required documents are not submitted within 45 days of enrollment, attendance is inaccurate or incomplete, student enrollment and drop policy requirements are not being followed, sites are not participating in mandatory coaching or professional development).
 - 2. Step 2:
 - a. Agenda will schedule a meeting with providers to create a Corrective Action Plan. Throughout the Corrective Action Plan period, an Agenda representative will provide additional support to ensure the provider is applying action steps to correct the area of non-compliance. Agenda representatives will conduct a follow-up meeting in 30 days to reevaluate the situation and providers progress.
 - 3. Step 3:

- a. After the conclusion of the initial Corrective Action Plan, if the non-compliance has not been corrected and/or additional instances of non-compliance have been identified, the provider will be put on probation for the remainder of the school year. Agenda will meet to determine if we will continue funding City Seats at the provider's center in the future.

Section 4: COMPREHENSIVE WRAP AROUND SUPPORTS

Article I: PROFESSIONAL DEVELOPMENT FOR DUAL CITY SEATS & EARLY HEAD START PROVIDERS

- I. Providers that are contracted to provide Early Head Start (EHS) services will be required to submit all early childhood professional development certificates to Agenda within two weeks of the training so that Agenda can submit to the evaluator.

Article II: PROFESSIONAL DEVELOPMENT FOR CITY SEATS PROVIDERS

- I. Center directors and all Center staff roles are required to attend an annual Ethics training at the start of every programmatic year and submit documentation of completion by September 15th;
- II. Providers are required to have City Seats teachers participate in a minimum of one professional development (PD) session per programmatic year, which is to be provided through parties contracted by Agenda. Professional development includes opportunities for staff training through mandated coaching and other contracted trainers;
- III. Persistent cancellations of services (i.e., coaching, professional development trainings) by Provider may impact Provider's ability to obtain additional City Seats or resources in the future.

Article III: TULANE SCHOOL OF SOCIAL WORK (TSSW)

- I. The Provider has the opportunity to work with TSSW Parent-Child Support Team in order to help families when they are experiencing barriers to accessing childcare. The TSSW Parent-Child Support team has a main function:

- a. Parent Cafes: Create safe spaces for City Seats parents that allows self-reflection and peer-to-peer learning. During Cafés Parents will explore their strengths, parental resilience, and create strategies from their own wisdom and experiences to strengthen their families.

Providers are expected to help ensure that families are aware of the services accessible to them, and that they are consenting to the services upon referral.

Article IV: TRAINING GROUNDS (TG)

- I. Providers are required to attend one Brain Architecture professional development training in-person offered at the beginning of the programmatic year.

Article V: INSTITUTE OF INFANT AND EARLY CHILDHOOD MENTAL HEALTH (TIKES)

- I. The Provider will be provided the opportunity to attend up to four 1-2 hour professional development sessions with Tulane TIKES. The PD sessions are first-come-first-serve and it will be up to the Provider to register their teachers and administrators as sessions become available.
 - a. *Topics for the PD Session may include:*
 - i. Supporting Social emotional development 0-3 year old children (includes temperament and attachment)
 - ii. Stress and Self care for caregivers
 - iii. The Importance of Supporting Executive Functioning Skills development
 - iv. Trauma informed care of infants and toddlers
 - v. Engaging Families
 - vi. Challenging Behavior Prevention
 - vii. Building positive relationships;
- II. The Provider shall schedule twice monthly Mental Health Consultation services for the duration of the term;

Article VI: THRIVEKIDS: CHILDREN'S HOSPITAL NEW ORLEANS

- I. The Partner will provide pediatric care services related to social work, early intervention, speech language pathology, and other pediatric medical needs.

Article VII: AGENDA FOR CHILDREN (AGENDA)

- I. The provider shall schedule time with an assigned Early Care & Education Specialist in order to ensure coaching hours in designated City Seats rooms per month. The assigned specialist will support through practice based coaching to ensure curriculum implementation, Teaching Strategies Gold and support for identified areas of need. Each provider will receive a minimum of 40 hours which will include post session data entry and resources starting September 2023 to June 2024.
- II. If the provider shall need to cancel a scheduled coaching session, the provider shall follow up with the assigned Early Care & Education Specialist to reschedule the coaching session within 48 hours.
- III. The provider shall participate in targeted professional development training sessions by the center's assigned Early Care & Education Specialist throughout the programmatic year.

Section 5: AWARD CONFIRMATION

Agenda for Children City Seats Award Confirmation

Provider Legal Entity Name: {{Provider Name}}

Site Location: {{Address}}

Number of Seats Awarded: {{Total # of Seats Awarded}}

Award Amount: Not to exceed \${{contracted amount}}

Section 6: SIGNATURES

THE PARTIES HERETO hereby enter into this Agreement:

Jennifer Roberts, Chief Executive Officer, Agenda for Children DATE

Dr. Angelique Thomas, Managing Director, Early Care and Education, Agenda for Children DATE

Mark A. Thomas, Director of B-3 Access Initiatives, Agenda For Children DATE

{{Director Name}}, {{Title}}, {{Provider Name}} DATE

