

**Preschool Education Program Contract
for Head Start Grantees
School Year 2021-2022**

TAX ID:

This agreement is made and entered into this first day of **September 2021** by and between the **Newark Board of Education** with principal offices located at **765 Broad Street, Newark, New Jersey 07102** (hereinafter referred to as the “District”), and {**insert Head Start Grantee’s name**}, with its principal offices located at {**insert Head Start Grantee address**} (**insert Head Start Grantee Catchment (Service) Area**) (hereinafter referred to as the “Head Start Grantee” or “local Head Start Agency,” as applicable (together “the parties”).

Whereas, the School Funding Reform Act, P.L. 2007, c.260 (SFRA), adopted in January of 2008 provides for the expansion of a high-quality preschool program to all age- and income-eligible at-risk preschool children in New Jersey; and

Whereas, this Agreement seeks to ensure that pursuant to the SFRA, the high-quality preschool program offered by the Head Start Grantee contracting with the District shall meet the educational needs of eligible three-and-four year–old preschool children of the district through the coordination of all federal and state and local public and private community resources; and

Whereas, the District is required to offer a high quality preschool program and has determined to do so by contracting with a qualified Head Start Grantee that complies with the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*; and meets the Elements of High Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.*; and the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, 1301-1305; and

Whereas, the Head Start Grantee is funded by the U.S. Department of Health and Human Services, Administration for Children and Families (DHHS) and is licensed by the New Jersey Department of Children and Families (DCF) which offers services in accordance with the applicable statutory and regulatory provisions and is bound by the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*; Elements of High Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.*; Fiscal Accountability, Efficiency, and Budgeting Procedures, *N.J.A.C. 6A:23A et seq.*; and the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, Parts 1301-1305.

Whereas, it is the intent of the parties that through this Agreement, each party shall be in compliance with all applicable federal and state statutes and regulations. The parties recognize that in the event that there are statutory or regulatory amendments there will be a need to amend this Agreement during its term to comply with any such changes;

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Now, therefore, the parties hereby acknowledge and agree to the following:

I Purpose of the Agreement

- A. This Agreement provides funding for the minimum of a six (6) hour comprehensive preschool educational program for 188 school calendar days for teachers with 182 school calendar days for children during the 2021-2022 school year. The District and Head Start programs should work collaboratively in the area of Professional Development.

- B. The Head Start Grantee shall offer a Program that shall meet the educational needs of the eligible three-and four-year-old preschool children of the District as set forth in this agreement and in accordance with the applicable requirements of the Elements of High Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*), the Manual of Requirements for Childcare Centers (*N.J.A.C. 3A:52 et seq.*), the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, 1301-1305, and the requirements of this Agreement.

- C. The District shall work collaboratively with the Head Start Grantees to meet the requirements of the Elements of High Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*), and the Manual of Requirements for Childcare Centers (*N.J.A.C. 3A:52 et seq.*) and the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, 1301-1305, and shall compensate the Head Start Grantee in accordance with this Agreement and in compliance with all articles of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 45 CFR Part 75.

II Definitions

- D. All terms within this contract have the same meaning as defined in N.J.A.C. 6A:13A-1.2, as supplemented below.
 - 1. For purposes of this Agreement, the term minimum of a “six-hour comprehensive educational program day” means a full-day Head Start preschool program in accordance with the school District’s grade one through twelve daily school calendar and not exceeding the District’s academic year.

 - 2. For purposes of this Agreement, the term “Appropriately Certified Teacher” means an individual meeting the requirements set forth in Subsection III (E)(1) of this Agreement and *N.J.A.C. 6A:13A-4.3*.

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3. For purposes of this Agreement, the term “Appropriately Qualified Teacher Assistant” means an individual meeting the requirements set forth in Subsection III (E) (2) of this Agreement and *N.J.A.C. 6A:13A-4.3*.

4. For purposes of this Agreement, the term “Teacher Coach” means an individual meeting the requirements set forth in *N.J.A.C. 6A:13A-4.2*.

5. For the purposes of this Agreement, the term “Quarterly Expenditure Report” means a report of all actual, approvable, reasonable and customary expenditures with supporting documentation and receipts submitted electronically for inspection by the District or Department of Education (DOE) designee, for each quarter following the payment and report schedule provided in Section VII, Compensation, for all District-approved budget planning documents for the 2021-2022 school year. This includes reporting the actual expenses for all approved salaries, benefits, payroll taxes, substitute stipends, classroom materials and supplies, technology, field trips and associated transportation, space costs, food costs, and administrative and indirect costs.

6. For the purposes of this Agreement, the terms “absent without excuse” and “unexcused absence” mean any absence not due to sickness or medical condition documented by a licensed medical professional or documented family emergency. Every effort should be made to reduce chronic absenteeism, which is defined as 10% of 180 days or 18 days of school. The district board of education shall ensure that preschool students are not suspended, long-term or short-term, and are not expelled from school (*N.J.A.C. 6A:13A-4.4(g)*).

7. For the purposes of this Agreement, the term “homeless children and youths” is as defined in: Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11431 et seq), (*N.J.A.C. 6A:17-2.2*), The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. §1400 et seq), The Improving Head Start for School Readiness Act (42 U.S.C. §9801 et seq) — and refers to individuals who lack a fixed, regular, and adequate nighttime residence and includes the following four categories:

1. Children and youth who:
 - a. share the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 - b. are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations;
 - c. are living in emergency or transitional shelters; or
 - d. are abandoned in hospitals.
2. Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

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3. Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
4. Children of migrant or seasonal workers who qualify as homeless because they are living in circumstances described in the first three categories.

III Head Start Grantee Requirements

E. General

The Head Start Grantee shall at all times:

1. Be a private local Head Start Grantee within the meaning of *N.J.A.C. 6A:13A* or a local Head Start agency.
2. Be licensed the Department of Children and Families, Office of Licensing as a Child Care Program pursuant to *N.J.S.A. 30:5B-1 et seq.*
3. Operate pursuant to the requirements set forth in the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*), and the Manual of Requirements for Childcare Centers (*N.J.A.C. 3A:52-1.1 et seq.*), and the Head Start Performance Standards (2016)-Section 1301-1305, and the terms of this Agreement.

F. Comprehensive Education Program Requirements

The Head Start Grantee shall offer a Program for 188 school calendar days for teachers with 182 school calendar days for children during the 2021-2022 school year.

- G. Head Start programs will determine their calendar in accordance with the required student contact days required by State Code 188 school calendar days for teachers with 182 school calendar days for children.**

- H. Plus, the number of teacher professional development days **5 Staff Development Days** on the District school calendar exclusive of any extended year or summer programming and (the number of mandated Head Start Professional Development days). The District and Head Start programs should work collaboratively in the area of Professional Development. Districts will accommodate Head Start Professional Development days.**

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1. The length of the school day shall be at a minimum six (6) hours and shall conform to the length of the school day of the District and consistent with Subsection I (A).

2. The Head Start Program shall implement a research-based and scientifically valid early childhood curriculum consistent with the DOE approved curricula. The district will articulate Head Start Program curricula in the District plan or updates. Programs may use any of the DOE approved curricula and at a minimum shall include the following components:
 - a. A comprehensive curriculum supported by research, aligned with the *New Jersey Preschool Teaching and Learning Standards*, and linked to the *New Jersey Student Learning Standards* that is approved by the DOE as part of the District's plan and annual updates;
 - b. Professional Development;
 - c. Health and Social Service Coordination;
 - d. Transition Activities; and
 - e. Parental Involvement Activities.

3. Secular Program

The Program offered by the Head Start shall comply with all federal, state and local laws and regulations regarding the secular nature of programs receiving public funding. It is understood that violation of this provision shall be deemed a breach of this Agreement and shall be the basis for immediate termination pursuant to Section XI of this Agreement.

I. Free Provision of Program

The Head Start Grantee shall not charge parents or families of children in the program any registration or other fees to participate in the Program, if the children are eligible for the program, free of charge. This includes fees for holiday celebrations, field day activities, and/or any additional ceremonies.

Head Start eligible families **must have** their income verified by a Head Start program staff member in accordance with the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter A , 1302.12 . All slots partly funded by Head Start must be Head Start income eligible or are eligible for designated over-income.

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The Head Start Grantee shall not require parents or families of children to participate in wrap-around services in order to be eligible for enrollment in the Program.

J. Head Start Designee/Site Supervisor Qualifications

The Head Start Grantee shall have a Head Start Designee/Site Supervisor meeting the qualifications set forth in the Manual of Requirements for Child Care Centers (*N.J.A.C. 3A:52 et seq.*) and the Elements of High-Quality Preschool Programs (*N.J.A.C. 6A:13A et seq.*) and the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, 1301-1305) for each center.

1. The Head Start Designee/Site Supervisor shall be a position responsible for the daily site operations of the center, will be equivalent to a full-time position, be present for the six hour comprehensive day and will be on-site at the Head Start site unless his/her presence is required at a District, Head Start, DOE, DCF, or program related function. Request to attend required functions should, by any entity other than Head Start, should be made in advance to the Head Start Director or designee to ensure the orderly function and proper ratios and coverage are in place.
2. If the Head Start Designee/Site Supervisor is required to be off-site, he/she shall assign an on-site designee, pursuant to the Manual of Requirements for Childcare Centers, *N.J.A.C. 3A:52 et seq.* The designee shall not be a classroom teacher, or teacher assistant or family worker.
3. The Head Start Designee/Site Supervisor shall be responsible for meeting and maintaining contracted preschool enrollment by ensuring that an enrollment outreach and recruitment plan is developed and implemented to enroll and register preschool eligible children throughout the school year.
4. Head Start Designee/Site Supervisor shall be responsible for ensuring the accuracy of student enrollment and attendance data collected and inputted as required in Subsection III (L) Student Attendance.
5. Head Start Designee/Site Supervisor shall be responsible for ensuring the accuracy of the actual and approvable documentation related to the district's Parent Education and Registration Review process (PEARR). The director shall ensure that each Nurse assigned to their program by the Newark Board of Education Office of Early Childhood has a specified space and access to a phone

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in which to review and discuss confidential information with parents/guardians of registering/registered eligible children.

K. Staff Qualifications

The Head Start Grantee's staff shall have the following qualifications:

1. All Appropriately Certified Teacher shall hold a bachelor's degree and, at a minimum, a certificate of eligibility or certificate of eligibility with advanced standing for Preschool through Grade Three certification or other equivalent preschool certification, as set forth in *N.J.A.C. 6A:9B et seq.*
2. The Head Start Grantee shall require that all Appropriately Qualified Teacher Assistants, both new hires and existing staff must have a minimum of a high school diploma and CDA or acquire a CDA within the first two years of employment. (Head Start Program Performance Standards 1302.91 (e)(3). The Newark Board of Education is a district supported by Title I funds for which classroom teacher assistants and floater teacher assistants shall hold a minimum of 48 to 60 college credits or a passing Para Pro Praxis exam in preschool or other equivalent field.
3. The Head Start Grantee shall notify the District in writing, with the following quarterly report, of any termination of employment of teachers or teacher assistants serving children in preschool classrooms and the employment of new personnel within ten (10) business days, of any termination or resignation of employment of any staff funded through the Preschool contract with the District (i.e. teachers or teacher assistants serving children in preschool classrooms) and when the employment of new personnel takes place.
4. The Head Start Grantee shall follow the guidelines under the "Pass the Trash" law of 2018 which requires schools to obtain a full list of employer contact information for the past twenty (20) years for any employee or vendor who may have contact with children within the school. This information must include a contact person who can provide a written statement that the person was not the subject of a child abuse investigation, disciplines for child abuse allegations, or had his or her license suspended for any reason. The employee will provide a written authorization that will allow a past employer to discuss these issues, to help comply with federal guidelines that protect employee privacy.

L. Staffing Standards

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All staff employed by the Head Start Grantee, regardless of the source of funding, or assigned site, will report to the Head Start Grantee's assigned supervisors, and will be responsible for compliance with the Head Start Grantee's Policies and Procedures, and operational processes and guidelines.

The Head Start Grantee shall comply with the following staffing standards for the minimum of six (6) hour comprehensive educational program:

1. Class Size

Contracted class size shall not be greater than fifteen (15) children with one Certified Teacher and one Appropriately Qualified Teacher Assistant, pursuant to N.J.A.C. 6A:13A-4.3. This ratio should be in place for the six (6)-hour day as described below.

2. Line of Sight

The teacher and/or teacher assistant must maintain a line of sight of the children during the six (6) hour comprehensive educational program day.

3. Teacher Absences

A substitute teacher and/or substitute teacher assistant shall be present and working in the Head Start classroom for each day that a teacher and/or teacher assistant is absent, whether due to illness, required training, or approved personal leave. The credential of the substitute for a teacher shall, at a minimum, meet county substitute credential requirements and Head Start Performance Standards. Long-term substitute teachers for maternity or extended leave longer than three (3) weeks should have, at a minimum, a credential equivalent to the original classroom teacher. The qualification for a substitute teacher assistant shall, at a minimum, meet the requirements of the Head Start Performance Standards. The Head Start Grantee shall notify the District's Office of Early Childhood in writing when a teacher or teacher assistant is absent for five (5) or more consecutive days by completing the corresponding Leave of Absence Form. The District shall work with the Grantee in acquiring substitute certification for qualified staff.

M. Family Workers

The Head Start Grantee shall have one (1) full time family worker in place for every 45 children being served by the Head Start Grantee who shall, as directed by the Head Start Grantee's assigned Supervisor: N.J.A.C 6A:13A-4.6

1. Actively participate in the outreach, recruitment, enrollment and registration of preschool eligible children.

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2. Collaborate with the school District staff to ensure that activities for enrollment, registration and family involvement engagement and social services occur.
3. Coordinate participation in health and social services designated by the District to serve the needs of the children and their families.
4. Provide all contract-mandated requested data to the District to ensure confidentiality. Complete data entry within 48 hours of new student enrollment or student drops and/or transfers in the appropriate data systems.
5. Report to the Head Start Site Supervisor and collaborate with appropriate District social services staff. Collaborate with the Preschool Intervention and Referral Team (PIRT) member and ensure that duties are carried out as designated in the District's PIRT process/protocol.
6. Report to the director and collaborate with appropriate District staff.
7. Complete two (2) at a minimum ~~home~~ visits with each family in each school year.
8. Not serve as teacher, secretary, substitute, or in any other capacity during the same hours as they are serving as the family worker.
9. Conduct regular quarterly family sessions and participate in district sponsored family engagement events, when possible.
10. Complete attendance action plans for all students who are chronically absent. Submit plans to district within the required time frame.
11. Update student attendance daily in PowerSchool per classroom data from the Teacher/Teacher Assistant.

N. Criminal History Background Checks

The Head Start Grantee, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52-1.1 et seq.*, and the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, Part 1302.90, will ensure that a Criminal History Record Information (CHRI) fingerprint background check is

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completed for all staff members at least 18 years of age who are or will be working at the center on a regularly scheduled basis, to determine whether any such person has been convicted of a crime, as specified in P.L. 2000, c. 77 and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to law or that the check reveals a disqualifying offense and the individual has demonstrated rehabilitation as determined by the Department of Children and Families.

1. Within two weeks after a new staff member begins working at the center, the Head Start Grantee shall ensure that the new staff member completes the CHRI fingerprinting process.
2. Until the center receives the results of the CHRI background check from DCF for a new staff member, the center shall ensure that a current staff member is present whenever the new staff member is caring for children at the center.
3. The Head Start Grantee Director or Human Resource Director shall certify to the District that all procedures are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52-1.1 et seq.*
4. If it is discovered during the Agreement that either a) an employee with disqualifying CHRI on file that has not demonstrated rehabilitation, or b) an employee who has not had a CHRI background check is working at a school location, said employee shall be immediately removed by the Head Start Grantee.
5. Failure by the Head Start Grantee to comply with DCF regulations regarding CHRI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Head Start Grantee shall be deemed a breach of this Agreement by the Head Start Grantee and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. In accordance with Child Abuse Record Information Background Check Procedures, 3A:52-4.10, the Head Start Grantee must ensure that any Head Start Grantee or District newly hired employees or consultant does not have unsupervised access to children until the complete background check process is complete.
7. The Head Start Grantee must comply with all requirements of the Head Start Performance Standards (2016), Section 1302.90 (b), background checks and selection procedures, and obtain a State criminal history records check, and a

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check of the Federal Bureau of Investigation criminal history records, including fingerprints, for all direct or contracted staff and consultants of the Head Start Grantee, including employees of the District that are provided access to children enrolled in the program. In accordance with Child Abuse Record Information Background Check Procedures, 3A:52-4.10, the Head Start Grantee must ensure that any Head Start Grantee or District newly hired employees or consultant does not have unsupervised access to children until the complete background check process is complete.

8. The Head Start Grantee must also ensure that any Head Start Grantee or District employee, consultant, or contractor with access to children enrolled in the program must have the complete background check completed at least once every five years accordance with federal and state regulations.
9. When a person who is not required to complete a CHRI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a child or group of children. *N.J.A.C. 3A:52-4.10; N.J.A.C. 3A:52-4.11.*

O. Child Abuse Record Information Checks

The Head Start Grantee, pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52 et seq.*, shall obtain from all staff members who are or will be working at the center on a regularly scheduled basis, written consent for DCF to conduct a Child Abuse Record Information (CARI) background check to determine whether an incident of child abuse and/or neglect has been substantiated against any such person.

1. Within two weeks after a new staff member begins working at the center, the Head Start Grantee shall submit to the DCF Office of Licensing a completed CARI consent form for the new staff member.
2. Until the results of the CARI background check of a new staff member have been received from DCF, the Head Start Grantee shall ensure that a current staff member is present whenever the new staff member is caring for children.
3. The Head Start Grantee Director or Human Resource Director shall certify to the District that all procedures are followed for the center and each qualifying staff member as established by DCF pursuant to the Manual of Requirements for Child Care Centers, *N.J.A.C. 3A:52.*
4. If it is discovered during the course of this Agreement that a CARI background check reveals that an incident of child abuse and/or neglect has been

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substantiated against a staff member, said staff member shall be immediately removed by the Head Start Grantee.

5. Failure by the Head Start Grantee to comply with DCF regulations regarding CARI background check procedures and/or failure to remove said staff member immediately either upon notification by the District or discovery by the Head Start Grantee shall be deemed a breach of this Agreement by the Head Start Grantee and shall be a basis for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.
6. The Head Start Grantee must conduct the complete background checks for each employee, consultant, or contractor at least once every five years which must include each of the checks listed in paragraphs Section H and Section I of this Agreement.
7. When a person who is not required to complete a CARI background check is working with children at the center, the center shall ensure oversight of that person by another staff member and ensure that person is not left alone to supervise a child or group of children. *N.J.A.C. 3A:52-4.10; N.J.A.C. 3A:52-4.11.*

P. Nondiscrimination

The Head Start Grantee shall be fully responsible for the recruitment and hiring of staff necessary to perform this Agreement. The Head Start Grantee shall operate in conformity with the provisions of all federal and state anti-discrimination statutes and directives, including the Civil Rights Act and the New Jersey Law Against Discrimination, and is committed to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

1. The Head Start Grantee certifies that it is an Equal Opportunity Employer and will not discriminate in the recruitment, selection, hiring, promotion or demotion of staff or the selection of services provided to children on the basis of or against any person because of race, creed, religion, color, national origin/nationality, ancestry, age, sex/gender (including pregnancy), marital status/civil union partnership, familial status, affectional or sexual orientation, gender identity or expression, domestic partnership status, atypical hereditary cellular or blood trait, genetic information, disability, (including perceived disability, physical, mental, and/or intellectual disabilities), or liability for service in the Armed Forces of the United States.
2. The Head Start Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Head

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Start Grantee setting forth the above provisions of the above nondiscrimination clause.

3. The Head Start Grantee certifies that it has an Affirmative Action Program and except with respect to affectional or sexual orientation and gender identity or expression, the Head Start Grantee will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, 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.
4. The Affirmative Action Program must include but not limited to:
 - a. A Code of Conduct signed by all staff.
 - b. Mandatory Sexual Harassment Training inclusive of scenarios and an assessment.
 - c. A complaint reporting and accountability structures and procedures.
5. The Head Start Grantee agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*. The Head Start Grantee must consider current and former program parents for employment vacancies for which parents apply and are qualified. HSPPS 1302.90 (b)(6).
6. The Head Start Grantee agrees to inform in writing to its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The Head Start Grantee agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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8. In conforming with the targeted employment goals, the Head Start Grantee agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
9. Head Start Grantees must also adhere to contracting requirements for affirmative action and affirmative action supplements. Forms can be accessed on the Department of the Treasury's "[Division of Purchase and Property Forms](http://www.state.nj.us/treasury/purchase/forms.htm)" webpage: <http://www.state.nj.us/treasury/purchase/forms.htm>.

Q. Confidentiality of Pupil Records

The Head Start Grantees shall keep all pupil records in strictest confidence. During the term of this Agreement and at all times thereafter, the Head Start programs shall not publish, disclose or use pupil records without prior written consent of the parent or as otherwise provided by law in strict accordance with *N.J.A.C.* 3A:52-1.1 et seq., *N.J.A.C.* 6A:32-7.1 et seq., and the Federal Family Education Right and Privacy Act.

R. Attendance Records

The Head Start Grantee shall collect and report daily attendance information using PowerSchool as the system of record on each enrolled child in the following manner:

1. Head Start Grantees must track attendance for each child. A program 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. The Head Start program will make a concerted attempt to get the child to come to school. If these attempts fail and the child is absent without an excuse for ten consecutive days of school, Head Start program may un-enroll the child and may fill the slot with another child.
3. Daily attendance reports shall be provided to the District on a monthly basis through the PowerSchool system. A program must implement strategies to promote attendance. At a minimum, a program must:

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- a. Provide information about the benefits of regular attendance;
- b. Support families to promote the child's regular attendance;
- c. Conduct a home visit or make other direct contact with a child's parents if a child has multiple unexplained absences (such as two consecutive unexplained absences); and,
- d. 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.

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.

4. Daily attendance reports shall be provided to the District and the Head Start Regional Office on a monthly basis.
5. In accordance with *N.J.A.C. 6A:13A-4.4 (g)*, preschool children shall not be expelled or suspended, which includes sending children home early or excluding children for any reason other than medical such as injury or illness. Positive behavior supports through the *Pyramid Model for Supporting Social Emotional Competencies* shall be employed to reduce or eliminate challenging behaviors.

S. Financial Management System

The Head Start Grantee shall implement sound fiscal practices that include but are not limited to:

1. Maintaining a financial management system that provides timely, accurate, current and complete disclosure of all financial activities related to the Agreement, in accordance with Generally Accepted Accounting Principles (GAAP).
2. Making expenditures in accordance with the DOE's 2021-2022 Head Start Grantee Budget and Expenditure Guidance and the annual Head Start approved budget.
3. Maintaining an accounting system that segregates all financial activities related to the Agreement separate from other funding sources.

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4. Maintaining a general ledger and account reconciliation of all financial activities related to the Agreement.
5. Make modification to the approved budget, when appropriate, based on reasonable and customary costs and verifiable documentation.
6. Amending the approved budget, when appropriate, with approval by the District.
7. Timely completion of all financial requirements and timely electronic submission of all financial reports described in Section VII of this Agreement.

IV District and Head Start Grantee Coordination, Cooperation

- T. Districts will partner with the individual Head Start Grantees to develop a written enrollment plan. The plan shall include components clarifying roles and responsibilities for the following:
1. Recruitment and Outreach
 - a. Including who is eligible for Head Start
 - i. Age
 - ii. Income eligibility
 - iii. Homeless
 - iv. Foster Care
 - v. Children with disability
 - vi. Over income as designated by Head Start Grantees Selection Criteria
 - b. Sharing of children on the district's waiting list and grantee's waiting list
 2. Enrollment and Registration
 - a. Identifying location of eligible population within their catchment (service) area of the Head Start grantee and the District
 - b. To ease parents' enrollment in the Head Start State funded Pre-K_ program, parents will complete the enrollment and registration process only once- through the Head Start agency - and all needed paperwork to be given to the district to process.
 - c. Process for verifying and enrolling of children by Head Start grantee shall be in accordance with Head Start Program Performance Standards 1302.12 and 15
 - d. The process should avoid duplication of paperwork and data entry

The plan must be signed by both parties and submitted to the Division of Early Childhood by April 1, 2021, prior to the next school year. The plan should be updated annually.

- U. The Head Start Grantee and the District shall ensure that the high-quality elements required by the *New Jersey Preschool Program Implementation Guidelines* and the

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Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, 1301-1305 are met.

- V. The District at a minimum, shall ensure that a Teacher Coaches is available for every twenty (20) preschool classrooms to provide coaching and classroom support for classroom teachers to coordinate with the Head Start Grantee Education Supervisors/Coordinators to provide coaching and classroom support for classroom teachers under the supervision of the Education Supervisors/Coordinators, in accordance with *N.J.A.C. 6A:13A-4.2* and the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, 1301-1305. Teacher Coaches will also address special needs including, but not limited to, providing additional assistance to inexperienced teachers and professional development that supports preschool English language learners and preschool children in inclusive classroom settings. The Head Start Grantee agrees to provide coaching and professional development services in consultation with the Teacher Coaches and the Head Start Grantee Education Supervisors/Coordinators. The District, with the center Head Start Designee/Site Supervisor and the teaching staff, shall develop a professional development plan that describes the role and activities of the Teacher Coaches for the school year. The District shall notify the Head Start grantee of any staffing changes in Teacher Coaches positions and assignments.
- W. The District shall make available to the Head Start Program appropriate in-service training and systematic professional development activities.
- X. The Head Start Grantee shall develop and implement an annual Head Start approved Training and Technical Assistance Plan for all Head Start Grantee staff and will share the plan annually with the District. The plan may include professional development experiences offered by the District for the preschool teaching staff in addition to Head Start mandated professional development. The District shall include the Head Start's teachers in all professional development experiences offered by the district for the preschool teaching staff. The Head Start Grantee's teachers must attend a minimum of 3 professional development in-service/trainings/workshops/web-based sessions offered by the District.
- Y. The District shall make available means for the Head Start Grantee to obtain substitute certificates for staff members who are eligible.
- Z. Head Start Grantee can submit documents of their teachers' professional experiences to the District when the mandated in-service/workshop are the same in content.
- AA. The District shall verify through an affidavit the credentials and progress toward obtaining the appropriate certification or credentials, where applicable, of all

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preschool teaching staff in a Head Start Grantee location and shall verify that all required background and criminal checks on all employees have been conducted.

- BB. The District shall provide written letter to the Head Start Grantee on the District's policy and certification that background checks have been completed prior to individuals being assigned to the Head Start Grantee to ensure that no district employee or consultant has unsupervised access to children until the complete background check process is complete in accordance with the Head Start Program Performance Standards (2016) 45 CFR Chapter XIII, Subchapter B, Part 1302.90.
- CC. The District and Head Start Grantee is responsible for ensuring that each preschool child is screened at school entry using a developmentally-based early childhood screening assessment approved by the DOE. The Head Start Grantee is responsible to provide the developmentally based screening within 45 Calendar days as noted in the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, 1301-1302. The Head Start Grantee shall ensure that the screenings, using the selected Early Screening Inventory-Revised (ESI-R), are conducted by the classroom teacher upon a child's entry into the program. The Head Start Grantee shall also ensure that information from the ESI-R will not be used to determine or deny placement for any child. The Head Start Grantee is responsible for notifying parents/guardians before and after all screenings are conducted.
- DD. Eligibility for contract renewal is based on each contracting Head Start Grantee classroom maintaining a minimum reliable score of **4.5** on the Early Childhood Environment Rating Scale, Third Edition (ECERS-3). The ECERS-3 must be administered by the District in each classroom no less than once every three (3) years.
- EE. The Head Start Grantee shall allow District or DOE designee necessary access to conduct needs assessments and data collection.
- FF. The District shall provide financial management assistance to the Head Start Grantee in the development and monitoring of the Head Start Grantee's annual partnership budget and implementation of the preschool program.
- GG. The District shall provide a copy of its work schedule to the Head Start administrative staff to ensure that the work schedule established for the teaching staff in the contracted preschool classrooms is comparable to the work schedule provided by the District for both teaching staff contract hours and teaching staff student contact hours and is made available to all affected teaching staff.
- HH. The District and Head Start Grantee shall collaboratively develop the plan for transition of enrolled children to kindergarten through grade three.

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- II. The Head Start Grantee shall submit a copy of their lease agreement or any written agreement for space, rent, or mortgage to the District for the school year, in every instance when the Head Start Grantee is bound by such an agreement.
- JJ. The Head Start Grantee shall notify the District, consistent with *N.J.A.C. 6A:13A-7.1(c)* and the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, 1301-1305 and Licensing Standards prior to any change affecting physical space or location of classrooms.
- KK. The District and Head Start Grantee shall collaborate and coordinate to ensure that children experiencing homelessness are immediately enrolled, participate in educational programming, and have access to high quality early childhood programs.
1. School districts that offer a public preschool education program must ensure that children experiencing homelessness have the same access to that education as is provided to non-homeless children (42 U.S.C. § 11432(g) (4))
 2. The McKinney-Vento Homeless Assistance Act (McKinney-Vento) requires state and local educational agencies (LEAs) to remove barriers to school enrollment ([42 U.S.C. §11432\(g\)\(1\)\(I\)](#)).
 3. Districts must ensure the immediate enrollment of children experiencing homelessness. The right to enroll immediately in school, even without documents normally required even if they lack documents typically required for enrollment, including birth certificates, health records, and proof of residency. Immediate enrollment, is one of the core protections of the Act ([42 U.S.C. §11432\(g\)\(3\)\(C\)](#)).
 4. Ongoing communication, collaboration, and coordination between Head Start programs and districts, including teachers, social workers, McKinney-Vento regional coordinators/district homeless liaisons, and health staff members.
 5. In accordance with the McKinney-Vento Act and New Jersey Administrative Code (*N.J.A.C. 6A:27-6.2*), districts must provide transportation to ensure children experiencing homelessness have access to their educational day.
 6. School districts that transport non-homeless children also must provide comparable transportation services for children experiencing homelessness (42 U.S.C. § 11432(g)(4)(A)). In addition, transportation to the school of origin must be provided when requested by a parent or guardian (42 U.S.C. §11432(g)(1)(J)(iii)). Districts must continue to provide transportation to and from the school of origin to formerly homeless students who become permanently housed for the remainder of the academic year during which the child becomes permanently housed (42 U.S.C. § 11432 (g)(3)(A)(II)). All transportation must be arranged promptly to ensure immediate enrollment and so as not to create barriers to

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homeless students' attendance, retention, and success (see 42 U.S.C § 11431(2) and 11432(g)(1)(I)).

V Monitoring and Program Performance

LL. The District and the DOE are responsible for monitoring the Head Start Grantee on a regular basis to ensure that the Head Start Grantee is delivering a quality program. The Head Start Grantee shall provide the District and the DOE access to its site and program records for purposes of monitoring and ensuring that the Head Start Grantee is complying with all aspects of this Agreement.

MM. The Head Start Grantee shall inform the District in writing of all conditions that may negatively affect or are negatively affecting the performance of services as soon as they are known. The disclosure shall be accompanied by a statement of the action taken or contemplated by the Head Start Grantee to correct the problems and when corrective action will be taken.

NN. The District may, at any reasonable time, make site visits to inspect the program, facility, books, records and equipment relating to the provision of the early childhood education services, review program accomplishments and management and financial control systems, as well as interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.

OO. The District may conduct on-site monitoring annually in each contract year to assess compliance and shall ensure that the Head Start Grantee is complying with the requirements of this Agreement.

PP. The District and the Head Start education staff members shall assess classroom quality and create action plans for teaching staff using the following steps:

1. The District and Head Start shall score program quality on a graduated scale in all preschool classrooms based on results of the ECERS-3 as referenced in Subsection IV (H) of this Agreement.
2. An action plan shall be developed and implemented by the District and Head Start Grantee if any classroom falls below the minimum acceptable ECERS-3 score referenced in Subsection IV (K) of this Agreement. Development of the action plan shall involve participation of the District and the Head Start Grantee in joint discussions to determine the classroom quality improvements that are necessary based upon the results of the observation instrument and establishment of a timeframe for making the required changes. The Teacher Coach and the

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Education Supervisor/Coordinator shall provide technical assistance to the classroom teacher based upon the action plan.

3. If the District deems that improvements have not been made according to the established plan and schedule, the District or Head Start Grantee may request that the classroom or program be evaluated by a reliable independent observer approved by the DOE. If the reliable independent observer verifies that the action plan is not being satisfied, the plan will be reviewed with the Head Start Grantee Program Director to determine further corrective action necessary. If an agreeable course of action cannot be determined the District may choose not to renew the preschool program contract pursuant to the provisions for non-renewal pursuant to Section X or termination pursuant to Section XI of this Agreement.

QQ. The Head Start Director/Site Supervisor identified in Section III-D shall also be responsible for oversight of the following:

1. Teacher Performance:

- a. Performance shall be monitored on a consistent basis through regular and purposeful visits to each classroom for informal observations. Each visit will be followed by formative feedback. Written records of each visit and feedback must be maintained.
- b. New teachers participating in the Provisional Teachers Certification process must also receive two formal observations each year. The first shall be completed by December 13th and the second by April 9th.

2. Schedule and Lesson Planning:

- a. Classrooms shall follow the Newark Board of Education Office of Early Childhood's and HSPPS protocols and guidance on the curriculum daily schedule and lesson plan.
- b. Lesson plans shall be completed and posted in the classroom by teachers on a regular basis (i.e., weekly/biweekly), evidence of which must be made available to Office of Early Childhood staff.
- c. Lesson plans shall be reviewed and signed by the Head Start Director/Site Supervisor for each teacher. Feedback shall be given by the Head Start Director/Site Supervisor regarding the appropriateness and completeness of the learning objective, developmentally appropriate practices, assessment criteria, differentiated instruction, and the use of the teacher assistant at a minimum.

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3. Student Assessment:
 - a. Ensure that a child's student identification number from PowerSchool is entered into the GOLD™ system to ensure accurate identification of GOLD™ data for each child registered in the program.
 - b. Ensure that child assessment information and data is properly and timely recorded for each child using the online GOLD™ assessment system by monitoring check-point collections of child portfolios, anecdotes, and preparation of progress reports. This also includes ensuring that the data in the GOLD™ system is always accurate (i.e. children associated with a teacher are correctly entered into the system, student identification numbers from PowerSchool are entered into GOLD™ accurately, etc.)
 - c. Ensure that assessment data is used to assess and monitor students' progress and discuss with teachers how they shall use the data for planning and instruction.
 - d. The Head Start Grantee shall grant teachers the use of a computer and reliable internet access to ensure that teachers can input data in the Teaching Strategies GOLD™ system as well as analyze, plan and deliver effective instruction.
 - e. Additionally, the Head Start Grantee shall give sufficient time to teachers to conduct assessment work group meetings in accordance with the Newark Board of Education Office of Early Childhood's protocols.
 - f. Directors will conduct monthly data driven discussions with teachers.
 - g. Ensure that required classroom and site data is submitted to the District as required.

4. Preschool Intervention and Referral Team Process (PIRT):
 - a. Ensure that the PIRT process is carried out in accordance with District protocol.
 - b. Ensure that the family worker(s) and teacher carry out their prescribed duties in collaboration with PIRT staff.
 - c. Monitor and ensure that intervention plan strategies are carried out by designated staff.

5. Classroom Quality:
 - a. Ensure that all Action Plans related to Classroom Quality Rating Instruments (ECERS-3, TPOT, Curriculum Fidelity Tool, etc.) are implemented and maintained according to agreed upon timelines.

6. Reporting of Incidents:

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- a. Ensure that all Incidents (i.e. regarding Health and Safety of children, families and staff, etc.) must be reporting on the day of the incident to the Office of Early Childhood per establish guidelines and protocols. All Head Start Grantee staff must remember that they are mandated reporters as per Division of Child Protection and Permanency (DCP&P) in cases of child abuse and/or neglect.

VI Records, Maintenance and Retention of Records

- A. Any and all records concerning the operation of the program shall be retained in accordance with The School District Records Retention Schedule (attached to this Agreement as Attachment A and incorporated herein). Such records shall be made available to the representatives of the District and the DOE upon request. Such records shall also be available to the public to the same extent that the District records are available for public inspection.
- B. Where not otherwise specified in the School District Records Retention Schedule, the retention period starts on July 1 for records created by or filed with the Head Start Grantee during the prior school year.
- C. If Head Start Grantee intends to destroy any records no longer necessary to maintain under the School District Records Retention Schedule, Head Start must consultant and seek written approval from the District, prior to any destruction of records. Otherwise, the Head Start Grantee shall transfer those records custody to the District.
- D. The Head Start Grantee shall cause all Subcontractors to comply with the terms of this Section.
- E. The Head Start Grantee shall maintain and have available for audit and/or inspection all books and records that may be requested by the District, DOE and/or DCF. A copy of said documents shall be provided to the District, the DOE and/or DCF upon request.
- F. The Head Start Grantee shall submit to the District, in a timely manner, monthly student enrollment and attendance reports, and such other reports or data as may be required by this Agreement, statute or regulation per District protocols and/or using the appropriate District forms/systems (i.e. PowerSchool system). The District and DOE shall provide reasonable notice of audits and/or inspections.
- G. The Head Start Grantee shall provide, in a timely manner, copies of all work papers produced in connection with audits made by the Head Start Grantee to the District and the DOE, upon written request

VII Compensation

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- A. The maximum number of children for which the Head Start Grantee will be compensated is 188 school calendar days for teachers with 182 school calendar days for children for the 2021-2022 school year. The District shall pay monthly to the Head Start Grantee one-tenth (1/10) of the Head Start Grantee's approved 2021-2022 budget planning document, subject to revisions pursuant to Subsection VII (B) (C), (D), (G), & (H)(4). Any revisions made pursuant to Subsection VII (B), (C), (D), (G), & (H)(4) shall be made based on the Head Start Grantee's average daily enrollment, not average daily attendance. The District-approved 2021-2022 budget planning document is attached as Attachment B.
- B. From October through June, in the event the average monthly enrollment is greater than or equal to fourteen-fifteenths (14/15) of the number of contract slots in A above, then the amount due the following month under the contract shall equal the monthly amount as described in A above multiplied by the average daily enrollment for the month, divided by the number of contract slots, except under the circumstances listed below:
- C. For the month of October, the amount due under the contract shall not be subject to adjustment due to September enrollment for each contracted classroom that is open to receive children by September 7th.
- D. The Head Start Grantee shall collect and report daily attendance information on each enrolled child in the manner set forth in Subsection II (L)(3).
- E. Collection of attendance information should be used for operational and reporting purposes only.
- F. The District shall make (10) monthly payments to the Head Start Grantee in the sum of one-tenth (1/10) of the revenues provided under the Head Start Grantee's District-approved 2021-2022 budget planning document as set forth in A above.
- G. Except for the September 1 payment, payment shall be made each month following receipt and verification of the Head Start Grantee's enrollment for the previous month. The enrollment report is to be submitted to the District on the last business day of each month. Monthly payments will not be made until the enrollment report is received and reviewed by the District. The District will review the enrollment report within one week of receiving the report. In addition, the final payment, which is to be adjusted in accordance with B and F above and based on the Head Start Grantee's enrollment reports for May and June and Quarterly Expenditure Reports including receipts and supporting documentation, pursuant to H below, shall be issued on or before August 1, 2021.
- H. The Head Start Grantee agrees to submit to the District a Quarterly Expenditure Report, as defined in Subsection II (A)(4), of actual, approvable, reasonable and

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customary expenditures signed and certified by the Head Start Director and officer of the corporation (if the Site Supervisor is not an officer), if incorporated, and understands that the District will recoup any unexpended or misspent funds based on the Quarterly Expenditure Reports, enrollment records and monthly payments made by the District. Based on its review of the Quarterly Expenditure Report, the District shall make prorated adjustments to subsequent monthly payments.

1. If the provision for receipt and verification of the Head Start Grantee's enrollment as described in G above are met, monthly payments shall be made on: September 15, October 15, November 15, December 15, January 15, February 15, March 15, April 15, and May 15. One final payment shall be issued on or before August 1, 2022 provided that expenditure reports are submitted in adherence to the due dates, that all expenditures are accurately documented, and that the report is complete at time of submission.
2. Quarterly expenditure reports (for quarters ending September 30, December 31, March 31, and June 30) shall be submitted to the District no later than: thirty days (30) days of the closing of each quarter with exception of the final quarter (June 30). In the case of the final quarter, the final report must be submitted within two weeks from June 30.
3. The Head Start Grantee will appropriately expend funds to meet the Elements of High Quality Preschool Programs, *N.J.A.C. 6A:13A et seq.* for each category of goods and services in their District-approved 2021-2022 budget planning document, including, but not limited to instructional staff positions, materials, supplies, and technology. Materials, supplies, and technology purchases must also meet the criteria set forth in the District's comprehensive preschool curriculum
4. The District may make a monthly payment adjustment at any time during the contract period to reimburse the Head Start Grantee for large expenditures related to approved budget items including, but not limited to, playground equipment.
5. Districts may not withhold or reduce funding at any time during the contract period without meeting with Head Start Grantee. If the issue of payment is not resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.

VIII Availability of Funds

The parties recognize that payments by the District to the Head Start Grantee under this Agreement are expressly dependent upon, and subject to the availability to the District of state funds. The Head Start Grantee is aware that the District's receipt of state funds is expressly conditional upon allocation, review and approval by the DOE.

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In accordance with the Head Start Program Performance Standards (2016)-45 CFR Chapter XIII, Subchapter B, 1301-1305 and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 45 CFR Part 75, the parties may not, under any circumstances, allow the use Head Start funding to cover expenses incurred to benefit the District contracted portion of the Head Start Grantee's program.

IX Term of Agreement

The term of this Agreement shall be July 1, 2021 to June 30, 2022.

X Renewal or Non-Renewal of a Preschool Program Contract

The District Board of Education, DOE and Head Start Grantee shall use the following processes for renewal or non-renewal of the Head Start Grantee preschool program contract:

I. For all Head Start Grantee contract renewals:

1. The District shall notify any Head Start Grantee, in writing on or before May 1 of each contract year, of its intent to renew the preschool program contract for an additional one-year term.
2. The Head Start Grantee shall notify the District in writing within thirty (30) days of receipt of a renewal notice from the District of its acceptance or rejection of the offer to renew the Agreement for one year.

J. For all Head Start Grantee contract non-renewals:

1. The District shall notify the Head Start Grantee, the DOE, Division of Early Childhood Education, in writing, on or before May 1 of any contract year of the intent to not renew any Head Start Grantee's preschool program contract for an additional one-year term. The notification shall include the reason(s) for non-renewal, including, but not limited to:
 - a. Fiscal mismanagement: The District must provide documentation verifying evidence of the Head Start program's fiscal mismanagement as well as documentation that the district attempted to assist the Head Start Program to correct fiscal mismanagement issues.
 - b. Poor classroom quality: The District must provide evidence that it first assessed classroom quality and created a classroom quality improvement plan in accordance with Section V of this Agreement.

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- c. Available in-District classroom space: For a non-renewal based on available in-District space, the following requirements must be met:
 - i. The new configuration must meet the elements of high quality described in *N.J.A.C. 6A:13A et seq.* and educational facilities standards for preschool described in *N.J.A.C. 6A:26 et seq.*; and
 - ii. It must be economically more efficient to serve the preschool children in the District space, after considering all costs associated with providing the preschool program; and
 - iii. The quality of the current in-District preschool program must meet an average ECERS-3 score of at least four point five (4.5).
2. The Head Start Grantee may dispute the non-renewal of the preschool program contract received in writing from the District by notifying the District and the DOE in writing within ten (10) business days of receipt of the notice of non-renewal.
3. If non-renewal is disputed by the Head Start Grantee, the Head Start Grantee and the District shall submit written justification for their positions to the DOE, Division of Early Childhood Education within ten (10) days of the Head Start Grantee's notification of intent to dispute.
4. The appropriateness of the non-renewal of the non-renewal decision will be affirmed or denied by the DOE. The non-renewal decision may be appealed to the Commissioner of the DOE ("Commissioner") pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.

Upon non-renewal the District shall recover monetary value of startup materials limited to playground equipment, non-consumable startup materials, and start up classroom technology and/or other materials purchased by the district (i.e. health related materials) based on DOE approved said items. The amount recovered shall be determined by the current market value or depreciated value of said items (as per Federal Depreciation Schedule), whichever is lower.

XI Termination of a Preschool Program Contract

A. The District shall have the right to terminate this Agreement immediately upon:

1. Notice of revocation of the Head Start Grantee's license;
2. Head Start Grantee's breach of any of the following provisions of this Agreement:
 - a. Failure to conduct CHRI background checks as set forth in Subsection III(H) of this Agreement;

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- b. Failure to conduct CARI checks as set forth in III(I) of this Agreement;
or
 - c. Violation of any federal, state or local law or regulation regarding the secular nature of programs receiving public funding as set forth in Subsection III(B)(3) of this Agreement.
 - 3. Head Start Program's action(s) or inaction(s) that placed children in the Program at serious risk of harm.
- B. For any breach of contract, except those that trigger the right to immediate termination defined in Subsection XI(A), the District shall have the right to terminate this Agreement as follows:
- 1. If a Head Start Grantee fails to comply with any of terms of this Agreement or applicable federal, state or local requirements, the District shall notify the Head Start Grantee and the DOE, Division of Early Childhood Education of the deficiency in writing.
 - 2. If the Head Start Grantee fails to submit a corrective action plan demonstrating how they will resolve the deficiency within thirty (30) days and Head Start program fails to implement the correction action plan within thirty (30) days, the District may initiate termination of this Agreement upon written notice to the Head Start Grantee and DOE, Division of Early Childhood Education. Termination of the contract shall be subject to written approval by the DOE to the District and Head Start Grantee.
- C. The Head Start Grantee shall have the right to appeal to the Commissioner a District's decision to terminate this Agreement pursuant to N.J.A.C. 6A:3 et seq., Controversies and Disputes. The filing of an appeal under N.J.A.C. 6A:3 et seq. shall not prevent the termination from becoming effective on the date specified unless the appealing party seeks and is granted a stay pending decision by the Commissioner.
- D. The District and the Head Start Grantee may terminate this Agreement by mutual agreement, in writing, upon notice to and receipt of written approval from the DOE.
- 1. In the event of termination under this Subsection XI(D), said termination shall take effect upon the thirtieth day from the date the District and the Head Start Grantee receive written approval from the DOE to terminate this Agreement.
- E. Upon termination, the District shall recover monetary value of startup materials limited to playground equipment, non-consumable startup materials, and start up classroom technology and/or other materials purchased by the district (i.e. health related materials) based on DOE approval. The amount recovered shall be

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determined by the current market value or depreciated value of said items (as per Federal Depreciation Schedule), whichever is lower.

- F. In the event of non-renewal or termination of this Agreement pursuant to Sections X and XI of this Agreement, by either the District or the Head Start Grantee, the Head Start Grantee shall continue the service until the District has found an appropriate placement for all children unless termination was instigated under the provisions set forth in Subsection XI(A) in which case termination shall be immediate. At no time shall the Head Start Grantee be required to continue the service for more than ninety (90) days beyond the expiration or termination date of the existing Agreement. The Head Start Grantee will be reimbursed for this continued service at the funding level established in Subsection VII of this Agreement.

XII Informal Dispute Resolution Process

- A. The District and Head Start Grantee shall attempt to resolve any dispute that may arise under this Agreement. If the dispute cannot be resolved locally, an appeal may be made to the Commissioner pursuant to *N.J.A.C. 6A:3 et seq.*, Controversies and Disputes.

XIII Subcontracting and Assignment

- A. The Head Start Grantee shall not subcontract and/or assign services to be provided pursuant to Section I of this Agreement, without written approval from the District and the Commissioner.
- B. The Head Start Grantee agrees to make all records of any subcontractor available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement for the purpose of review. All subcontracts entered into by the Head Start Grantee shall include a provision whereby the Subcontractor acknowledges its obligation to make all pertinent records available to the District, the DOE, the DCF and any federal agency whose funds are expended in the course of this Agreement.

XIV Indemnification

- A. The Head Start Grantee shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Agreement; or (2) any failure to perform the Head Start Grantee's obligations under this Agreement or any improper

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or deficient performance of the Head Start Grantee's obligations under this Agreement. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement. Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Head Start Grantee under this Agreement, nor shall they be construed to neither relieve the Head Start Grantee from any liability nor preclude the State from taking other actions available to it under any other provision of this Agreement or at law.

- B. The Head Start Grantee shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim which may result in litigation against the District and/or the State of New Jersey by any person, organization or other entity.

XV Insurance

- A. The Head Start Grantee shall procure and maintain at its own expense, until at least two years after the completion of all services performed under this Agreement and any modification hereto, liability insurance for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. The Head Start Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Head Start Grantee's obligations assumed in this Agreement, and shall not be construed to relieve the Head Start Grantee from liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law.

5. The types and minimum amount of insurance shall be as follows:

a. General Liability Insurance

i. The minimum limits of liability for this insurance shall be as follows:

(A) Bodily Injury Liability

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

(B) Property Damage Liability

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

(C) Sexual Molestation Insurance with limits of liability not less than

\$1,000,000.00 combined single limit.

Each Occurrence: \$1,000,000.00

Aggregate: \$3,000,000.00

If it does not propose an added cost

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- ii. The above required General Liability Insurance shall name the State of New Jersey as an additional insured. The above required General Liability Insurance shall also name the District as an additional insured. The coverage to be provided under this policy shall include contractual liability coverage. The aggregate limits may be increased by the parties, upon mutual agreement, in order to provide adequate protection to the State and the District.
 - iii. The policy shall include contractual liability coverage. The aggregate limits may be increased by the parties, upon mutual agreement, in order to provide adequate protection to the State and the District.
- b. Comprehensive Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles and/or buses for the approved transport of children with minimum limits as follows:

- i. Bodily Injury Liability: \$2,000,000.00 each occurrence;
 - ii. Property Damage Liability: \$2,000,000.00 each occurrence; and
 - iii. The above required Comprehensive Automobile Liability Insurance shall name the State of New Jersey as an additional insured. The above required Comprehensive Automobile Liability Insurance shall also name the District as an additional insured. The Head Start Grantee shall equip any vehicle and/or bus used in the transportation of children with "children's seats"
- c. Workers' Compensation Insurance

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction.

- d. Employer's Liability Insurance

Employer's Liability Insurance with limits not less than:

- i. \$1,000,000 Bodily Injury, each occurrence;
 - ii. \$1,000,000 Disease each employee; and
 - iii. \$1,000,000 Disease aggregate limit.
- e. Employee Fidelity Bond

An Employee Fidelity Bond shall be procured on all employees of the

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Head Start Grantee insuring against loss from employee's dishonest acts.
The Bond shall be in the amount of a percentage of the current year's
budget set forth in the schedule below:

Total Budget	Minimum Bond Amount
Up to \$100,000.00	20 percent of budget (Minimum \$10,000)
\$100,000.01 to \$250,000	\$20,000 plus 15 percent of all over \$100,000
\$250,000.01 to \$500,000.00	\$42,500 plus 13 percent of all over \$250,000
\$500,000.01 to \$750,000.00	\$75,000 plus 8 percent of all over \$500,000
\$750,000.01 to \$1,000,000.00	\$95,000 plus 4 percent of all over \$750,000
\$1,000,000.01 to \$2,000,000.00	\$105,000 plus 2 percent of all over \$1,000,000
\$2,000,000.01 to \$5,000,000.00	\$125,000 plus 1 percent of all over \$2,000,000
\$5,000,000.01 to \$10,000,000	\$155,000 plus 1/2 percent of all over \$5,000,000
10,000,000.01 and upwards	\$180,000 plus 1/4 percent of all over \$10,000,000

6. The Head Start Grantee shall, prior to the commencement of services required under this Agreement, provide the District with valid Certificates of Insurance as evidence of the Head Start Grantee's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in Subsection A(1)(a), (b), (c), (d) and (e) above.
7. Standard exclusions will be allowed provided they are not inconsistent with the requirements set forth Subsection A(1)(a), (b), (c), (d) and (e) above. Allowance of any additional exclusions will be at the discretion of the State. Regardless of the allowance of exclusions or deductions by the State, the Head Start Grantee shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks the Head Start Grantee assumes under this Agreement and as imposed by law.
8. The Certificates shall provide for notice in writing to the District prior to any cancellation, expiration, or non-renewal during the term the insurance is required

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in accordance with this Agreement. The Head Start Grantee shall also, upon request, provide the DOE with valid Certificates of Insurance and copies of each policy required under this Agreement certified by the agent or underwriter to be true copies of the policies provided to the Head Start Grantee.

In the event that the Head Start Grantee provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Head Start Grantee is required by the terms of this Agreement to maintain insurance, said certificates shall be acceptable, but the Head Start Grantee shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the District is continuously in possession of evidence of the Head Start Grantee's insurance in accordance with the foregoing provisions.

9. In the event the Head Start Grantee fails or refuses to renew any of its insurance policies, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, the District may refuse to make payment of any further monies due under this Agreement until such time as the Head Start Grantee reinstates the insurance, consistent with the requirements of this Agreement. Upon reinstatement, the District will promptly pay the Head Start Grantee all money withheld in accordance with this provision. If the Head Start Grantee does not reinstate the insurance within thirty (30) days of notice by the District of the insurance lapse, the District may, upon approval of the Commissioner, terminate this Agreement.
10. The Head Start Grantee shall immediately notify the District and the DOE in writing of any action or suit pending or filed or any claim which may result in litigation against the District and/or the State of New Jersey by any person, organization or other entity.

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XVI Notices

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if a) delivered by registered and certified mail, return receipt requested or b) delivered by hand. Until changed by notice in the manner specified above, the addresses of the parties to this Agreement shall be:

For the District:

District Contact Name, Title and Address

With a copy to:

General Counsel Name and Address

For the Head Start Grantee:

Head Start Grantee Contact Name, Title and Address

XVII Anti-Collusion

The Head Start Grantee warrants and represents that this Agreement has not been solicited, secured or procured directly or indirectly in a manner contrary to the laws of the State of New Jersey and that the federal, state and local laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any state or District employee, officer or official.

XVIII Independent Contractor

The relationship of the Head Start Grantee to the District is that of an Independent Contractor. The Head Start Grantee, its agents and employees shall act in an independent capacity in the

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performance of this Agreement and shall not be considered employees of the District or the State of New Jersey and shall not have the right to bind or obligate the District or State in any manner.

XIX Business Registration

Pursuant to N.J.S.A. 52:32-44, the Head Start Grantee must provide a copy of its business registration certificate to the District prior to execution of the contract.

XX Pay to Play Provisions

K. Pay to Play Bar

Pursuant to *N.J.A.C. 6A:23A et seq.*, and consistent with the definitions of N.J.S.A. 19:44A-1 *et seq.*, each contracting for-profit Head Start Grantee shall provide the requisite vendor certification(s) of reportable contributions to the District in advance of execution of the contract so that the District may determine whether there has been any contribution that would bar the entry of the contract between the District and the for-profit Head Start Grantee.

L. Pay to Play Disclosure

Pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271), each contracting for-profit Head Start Grantee shall submit the requisite disclosure(s) to the District at least ten (10) days prior to entering into this contract.

M. Disclosure of contributions to ELEC

Pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271), each contracting for-profit Head Start Grantee shall file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission if the for-profit Head Start Grantee receives contracts in excess of \$50,000 from public entities in a calendar year. It is the for-profit Head Start Grantee's responsibility to determine if filing is necessary.

XXI Miscellaneous

N. Compliance with Laws

The Head Start Grantee covenants that it is familiar with and shall comply with the provisions of all statutes and regulations of the DCF, Child Protection and Permanency, and the DOE, as well as other federal, state and local statutes and regulations which are, or may become, applicable to the provision of child care services and early childhood education provided under this Agreement. This includes, but is not limited to, the Head Start Grantee's obligation immediately to report to Child

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Protection and Permanency any suspected incident of child abuse or neglect. The Head Start Grantee agrees it shall maintain, throughout the term of this Agreement, a current Child Care Center License as issued by the DCF's Office of Licensing.

O. Applicable Law

The parties agree that this Agreement shall be construed and enforced under the laws of the State of New Jersey.

P. Entire Agreement

This Agreement, together with all Attachments referred to herein, constitutes the entire Agreement between the parties and supersedes all oral and written Agreements, if any, between the parties. No amendment or modification changing the Agreement's scope or terms shall have any force and effect unless it is made in writing and signed by both parties, and approved by DOE.

Q. Headings

Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

R. Severability

If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

S. Waiver

No term or provision hereof shall be deemed waived and no breach excused by the parties unless such waiver or consent shall be in writing and signed by the appropriate officers of the parties.

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In Witness Whereof the parties have executed this Agreement as of the day and year above set forth.

Name of School District

By:

Board Chairperson Signature Date

Approved as to Legal Form:

By:

General Counsel Signature

Name of Head Start Grantee's Center/ Agency

By:

Authorized Head Start Grantee Signature and Title Date

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Appendixes

- I Budget Planning Workbook approved as of 6/01/2021
- II NJDOE-DECE October Letter for Monthly Payment
- III NBOE – OEC Fiscal Accountability and Compliance Guidance