MEMPHIS VOLUNTARY PRE-K
Early Childhood Office, Memphis City Schools

2009-2010 SCHOOL YEAR CONTRACT

I. PARTIES

This Contract is made and entered into in Memphis, Shelby County, Tennessee, this 11th day of Aug 2009 by and between **Memphis City Schools, 2597 Avery, Memphis, Tennessee, 38112**, (hereinafter referred to as "MCS")," and **Cottonwood Head Start**, located at **1991 Corporate Avenue, Memphis, Tennessee, 38132** (hereafter referred to as the "Contractor").

II. PURPOSE

The purpose of this Contract is for Contractor to create an early childhood education program for "at-risk" four-year-old children and their families served by the Memphis City Schools ("Program") in which Contractor coordinates and provides services in order to provide an opportunity to develop school readiness skills (pre-academic and social skills) in an environment that fosters the love and joy of learning and promotes success in kindergarten and throughout the child's life ("Services"), as more specifically described in **Exhibit A** to this Contract.

III. THE CONTRACTOR AGREES:

A. To coordinate and provide Services to qualified four-year-old children and their families (as determined by MCS) for 36 weeks (180 instructional days, 200 staff days). Services to be provided on an instructional day shall be offered no earlier than 7:30 am for a total of 7.5 hours per day. Of these 7.5 hours, a minimum of five-and-a-half (5.5) hours will be instructional, and one (1) hour may be used for children's rest time. The teacher and teacher assistant shall use the remaining one (1.0) hour of the work day in activities such as planning time, transportation, or other activities specifically related to the Program.

B. To comply with the Pre-K Scope of Services (**Exhibit A**), most recent *Voluntary Pre-K Program Operating Guidelines (***Exhibit B***),* and the Pre-K Program Assurances, (**Exhibit C**), Contractor acknowledges that the requirements and terms set forth in **Exhibits A, B, and C** are terms under this Contract and, therefore, fully incorporated herein and made a part hereof.

C. To respond to and participate in requests by MCS for data on school operations, students, staff and faculty.

D. To permit MCS, or its authorized representatives, to observe and evaluate the delivery and/or performance of Services. This includes access to any books, documents, papers and records of the Contractor, which are directly related to this Contract for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. Contractor must comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to its performance pursuant to this Contract.

E. To cooperate fully with MCS' auditors and/or agents providing Audit or Agreed Upon Procedures (AUP) review services ("Auditors"). Contractor will coordinate with Auditors to have appropriate staff of Contractor available during the scheduled audit/review period. Contractor will make advanced preparations for scheduled audits/reviews to make available for Auditors all identified documents, records, and entity-related materials requested by Auditors. Failure to substantially prepare for a scheduled audit engagement or to provide requested documentation or information to Auditor during the scheduled audit

period may result in the withholding of grants payments and may jeopardize future participation in the Pre-K Program. However; MCS reserves the right to audit and/or review Contractors records at any time.

F. To comply with all provisions of the Tennessee Voluntary Pre-K Statute and the Guidelines and any other related state laws, rules or regulations. If non-compliance on the part of the Contractor should result in a penalty or forfeiture of funds, the Contractor (except if Contractor is the State of Tennessee) shall assume all liability and shall indemnify MCS for any loss resulting therefrom.

G. To correct any programmatic non-compliance, immediately, or within a time determined solely at the discretion of MCS, upon written notice of such non-compliance found during a Program review process, and/or to show written evidence that recommendations from MCS or other evaluation results are being addressed. Furthermore, Contractor must demonstrate to the satisfaction of MCS that progress is being made toward Program improvement. Failure to comply with Program and fiscal requirements may result in withholding of payment and/or Contractor's termination from the Program and may jeopardize future participation in the Pre-K Program.

H. To maintain full and complete records which pertain to this Contract for a period of three (3) years beyond the termination date of this Contract, or until all litigation, claims, or audit findings arising out of a breach on the part of the Contractor or involving the keeping of proper and reasonable records under the Program have been resolved if such claim or audit is started before the expiration date of the three-year period.

I. To conduct a criminal background check and fingerprinting in accordance with the provisions of T.C.A. §49-5-413 and a drug test of every employee that provides Services to MCS under this Contract. Upon request, Contractor will provide MCS with documentation of such checks and tests prior to an employee providing Services. MCS reserves the right, at its sole and absolute discretion, to reject any employee of Contractor from providing Services under this Contract. Contractor further assures, in accordance with the federal Drug-Free Workplace Act of 1988, that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of Services pursuant to this Contract.

J. To maintain all current certifications, licenses, and registrations relevant to providing Services during the length of the Contract period.

K. To remain in compliance with all licensing requirements as a provider of children's services and to maintain a 3-Star Rating from the Tennessee Department of Human Services. (Attached hereto as **Exhibit D,** incorporated herein and made a part of this Agreement.) If Contractor fails to meet these standards, or MCS obtains confirmation of non-compliance or substantiation of maltreatment of any child, notwithstanding any other provisions of this Contract, MCS may terminate this Contract immediately if MCS determines, in its sole and absolute discretion, that the findings impact the provision of Services under this Contract or the well-being of a child.

L. To maintain data of a personal and confidential nature and not disseminate it to any third party, unless expressly permitted in writing by MCS, except as may be authorized by law.

M. To not assign, transfer, or subcontract for the provision of Services under this Contract unless prior written consent is obtained from the MCS. The sale of the Contractor to another individual or entity shall be deemed to be an assignment or transfer of this Contract for the purposes of this Section, and shall be subject to the discretion and approval of MCS.

N. On or before June 14, 2010, to send MCS a copy of an expenditure reconciliation report for the period included in this Contract, with supporting documentation when requested, for purposes of verifying that

funds were spent in appropriate categories for their intended uses. MCS reserves the right at any time to require that an independent financial audit be performed of the Contractor's Program at the Contractor's expense. In the event that such an audit is conducted, MCS expressly reserves the right to direct the Contractor's Program to undergo any additional auditing by an entity designated by MCS for this purpose, and Contractor shall pay all costs associated with this additional audit in entirety.

O. To submit a copy of the most recent annual financial statement within thirty (30) days of the execution of the initial Contract, by the person responsible for said financial statements as to whether they were prepared on a basis of generally accepted accounting principles. If they were not prepared in such a manner, the statement should include the basis used for presentation. The statement should also note any difference in the basis used from the previous year. However; prior to the execution of the contract, Contractor shall provide an official certified proof of financial stability to the MCS Department of Early Learning.

P. To comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246 and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Contractor shall not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such action includes, but not be limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Q. To maintain general, professional and auto (if transporting students) liability insurance in the amount of $1 million for injuries sustained by any one person and $2 million for injuries sustained by two or more persons in any one accident, with MCS to be named as an additional insured. Said insurance carrier shall be required to provide MCS with proof of insurance and shall also be required to provide MCS of thirty (30) days written notice of policy changes or the cancellation of any said policy. Said notice shall be forwarded to: Division of Contract Services, 2597 Avery Avenue, Suite 114, Memphis, Tennessee 38112, Department of Early Childhood Pre-K Program, 3782 Jackson Ave., Memphis, TN 38108 with a copy to Risk Management, Fairview Administration Building, Memphis, TN 38112. All notices will include Contract Number.

With respect to Commercial General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance, policy(s) shall be endorsed to the effect that all liability insurance maintained by Contractor should be primary without right of contribution by any insurance or other funding mechanisms carried by the MCS. Policy(s) shall provide cross claim and severability of interests coverage for losses due to the negligence, omission or other conduct of Contractor. Policy(s) shall provide 30-day written notice of cancellation or non-renewal to MCS at the addresses listed in previous paragraph.

A certificate of insurance acceptable to the MCS must evidence all of the above requirements at least one week prior to inception of this Contract and shall be forwarded to Contract Services, Department of Early Childhood Pre-K Program, and Risk Management at the above addresses.

Notwithstanding the provisions of this Section III.P., in the event that the Contractor is a governmental entity as that term is defined under the terms of the Tennessee Governmental Tort Liability Act, T.C.A. Section 29-2-101 et seq. (the "Act"), then the liability and insurance requirements contained in the Act shall apply. Additionally, in the event that the Contractor is the State of Tennessee, it is understood that the State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

R. To hold MCS harmless from any liability for any injury (including death) to any persons or damage to any property arising out of the acts or omissions of the agents or employees of the Contractor. Further, to the extent permitted by law, Contractor will defend indemnify and hold MCS harmless from any and all demands, claims, suits, actions and legal proceedings brought against MCS, its board members, officers, employees or agents arising out of alleged acts or omissions by Contractor in the course of performing Services to MCS pursuant to this Contract. The foregoing provisions shall include, but not be limited to, any judgments, awards, settlements, reasonable attorney fees, and costs and expenses incurred by MCS in connection with the defense of any actual or threatened action, proceeding or claim.

Notwithstanding the provisions of this Section III.R., in the event that Contractor is the State of Tennessee, then neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

S. If MCS employs attorneys to enforce any of the provisions hereof, to pay MCS all reasonable costs, charges, and expenses, including attorneys' fees and costs, expended or incurred in connection therewith, as long as Contractor is the party against whom any final judgment is entered and as long as Contractor is not the State of Tennessee.

IV. MCS AGREES:

A. To provide technical and consultative assistance to the Contractor in performing the Services required by this Contract. The nature of this assistance will include, but not be limited to, the monitoring of Pre-K sites for compliance with the Scope of Services, Pre-K Program Operating Guidelines, and the Pre-K Program Assurances and the provision of professional development activities to Pre-K Program staff and center directors.

B. To provide Contractor with aggregated performance data on all children participating in MCS' Pre-K Program.

C. To allow children enrolled in Contractor's Pre-K program access to MCS' health clinics for health screenings, treatment, or referrals, as appropriate.

D. To convene periodic meetings with Contractor and its employees to facilitate information sharing and coordination of the Services with MCS' Program.

E. To assist Contractor in its recruitment of qualified employees to perform the Services.

F. To provide Contractor with current research on early childhood development periodically for use by Contractor and for distribution to parents and community residents.

G. To reimburse the Contractor, up to the sum not to exceed the actual amount allocated to the provider and awarded to MCS and from the Tennessee Department of Education for the Voluntary Pre- K Program, which is projected to be **Five Hundred Eighty Five Thousand Nine Hundred Sixty Three and 00/100 dollars ($585,963.00)** (the "Fee"), which is based on the 2008-2009 allocation from the Tennessee Department of Education, for the full and complete performance of the Services in accordance with the established budgeting procedures and the provisions of **Exhibit E, which is incorporated herein and made a part of this Contract**.

Notwithstanding, Contractor understands that this Agreement is subject to appropriation of funding by the State of Tennessee and by the MCS Board of Commissioners. In the event that the funds are not appropriated or are otherwise unavailable, MCS reserves the right to terminate this Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of this Contract by MCS. Upon receipt of written notice, the Contractor shall cease all work associated with this Contract. In the event of termination, the Contractor shall be entitled to compensation for all satisfactory and authorized Services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from MCS any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

H. The following expenditure guidelines apply to all Pre-K providers: The Pre-K provider may use no more than six percent of the budget for administrative expenses. (Not to include newly funded/expansion class start-up funds in this calculation.) Classroom supplies and materials can be selected from the Pre-K Classroom Inventory List. Flexibility related to classroom computer technology purchases and playground equipment is provided with prior approval from the Early Childhood Representative, once the classroom is adequately equipped. The Pre-K provider will maintain full and complete funding and program records pertaining to the contract for a period of three years beyond the contract ending date, or until all litigation, claims, or audit/review findings involving the records have been resolved if such claim or audit/review is started before the expiration date of the three-year period.

The Pre-K provider is required to keep all receipts and other records necessary to support figures reported on the annual/mid-year reconciliation statement. If a Pre-K program is audited/reviewed and receipts and other records are not available to support these amounts, funds must be returned to MCS. Examples of such records include federal and state payroll records to verify payment of lead and assistant teacher salaries, original receipts for equipment, supplies, and materials for Pre-K classrooms and documentation of the Pre-K portion of operating expenses.

I. Salary payments to the Pre-K provider will be made in advance and in equal monthly installments pursuant to the MCS Purchase Order attached hereto as Exhibit E.

V. THE CONTRACTOR AND MCS MUTUALLY AGREE:

A. The Contract period will be August 3, 2009, through June 15, 2010 ("Contract Term"), with classes operating 180 days, until May 21, 2010. Program staff may work one week beyond this period. If classes do not operate through May 21, 2010, MCS shall have a right to withhold a pro-rata share of the Fee payable to Contractor under this Contract.

B. MCS will make payments to the Contractor in accordance with the reporting schedule detailed in **Exhibit F,** which is incorporated herein and made a part of this Contract. Scheduled payments in advance may be made to Contractor for salaries and benefits of teachers and teacher assistants. Payments will be made in equal monthly installments. All qualifying expenditures will be reimbursed after proper reconciliation of all supporting documentation. Documentation for all expenses will be required.

C. Teacher credential status will be reported to MCS on or before September 30, 2009 and April 30, 2010. All teachers are to be certified or currently pursuing certification in Early Childhood Education. Failure to meet these terms will result in non-renewal of future Pre-K program contracts.

D. Enrollment information specifying daily attendance shall be reported to MCS beginning the first full day of class, August 17, 2009, and the remaining instructional days of the Contract Term. The Contractor agrees that it will meet and maintain full enrollment and eligibility criteria during the Contract Term, but in no event shall Contractor's enrollment in the Voluntary Pre-K Program be less than 90% of full enrollment within the first thirty (30) days of the Program school year. The Contractor will ensure that all families it enrolls in the Voluntary Pre-K Program reside within Memphis, Tennessee, and also meet the Program enrollment criteria.

E. To facilitate the coordination of the Services with MCS' Program by:

i. Implementing a common curriculum and assessment program;
ii. Jointly participating in activities developed by MCS to facilitate the students' readiness for kindergarten;
iii. Distributing an approved progress report to parents every nine weeks of the academic year. The Contractor will provide copies of the report cards to MCS;
iv. Performing an annual review of student performance and progress. Contractor will submit copies to MCS and the receiving elementary school; and
v. Assisting each other in the identification of student candidates for Pre-K and/or Kindergarten enrollment, and actively participate in efforts to increase the number of students receiving Pre-K services.

F. The Contractor shall provide all required documentation to ensure that reimbursements are processed in a timely manner. Proper documentation shall include any or all of the following practices:

i. Documentation must be submitted in a clear, legible fashion to ensure proper and timely reimbursements.
ii. The Voluntary Pre-K Program personnel must verify all documents submitted by the Contractor as true and accurate before reimbursements can be made.
iii. The MCS Voluntary Pre-K Program personnel reserves the right to request that the Contractor resubmit documents that could not be verified as true and accurate, correction and required substantiation.
iv. Any requests for reimbursement must be submitted before June 4, 2010, unless the Contractor has received prior written consent of the MCS Voluntary Pre-K Program designee to submit after such date. Said written consent must be submitted to the Voluntary Pre-K office prior to the submission of the item(s) to be reimbursed. Otherwise, reimbursement requests submitted after such date will not be accepted.
v. Contractor must submit all reimbursement requests before the end date of this Contract. A request for reimbursement submitted after the expiration of this Contract may constitute a breach of contract on the part of the Contractor, and Contractor may be subject to non-reimbursable penalties.

G. Contractor's Pre-K Program budget must be approved by the MCS Early Childhood Accounting Department and, upon approval, shall be detailed in and attached hereto as **Exhibit G**, which is incorporated herein and made a part of this Contract. Failure to expend funds as indicated in the budget may result in a denial of requested reimbursements.

H. The Superintendent of Memphis City Schools is authorized to terminate this Contract on behalf of the MCS Voluntary Pre-K Program at any time that office deems prudent or necessary.

I. This Contract constitutes the entire agreement between the parties. This Contract expressly revokes any prior understandings, agreements, or representations, oral or written, of the parties. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

J. In the event funding no longer exists or is insufficient to pay the Fee for Services obtained hereunder, MCS shall have the right to terminate this Contract without further obligation.

K. Contractor and all of its employees, agents, or subcontractors are not partners, employees, or agents of MCS. Neither party shall have the authority to bind the other party, in any respect, and each shall remain an independent party. Contractor has responsibility for advising its clients and/or customers served under the terms of this Contract about the independent status of the Contractor and MCS.

L. This Contract shall be construed in accordance with and governed by the laws of Tennessee and a suit to enforce this Contract, if any, must be brought in an appropriate court of jurisdiction of Shelby County, Tennessee.

M. By accepting and fulfilling the terms of this Contract, Contractor affirms that no School Board Commissioner or employee of MCS has a financial or beneficial interest in the execution or performance of this Contract.

VI. INVENTORY, CAPITAL EQUIPMENT, SUPPLIES AND MATERIALS

A. All capital items acquired by Contractor using Voluntary Pre-K Program funds shall be considered MCS fixed assets (the "Fixed Assets") and will be inventoried as MCS property. A capital item shall be an item that: (1) has a service life in excess of one year, (2) is either complete within itself or is a major component of another item of property, (3) by definition cannot be described either as supplies or materials, (4) will not be consumed or lose its identity, (5) and has a unit cost of $100.00 or more (a "Capital Equipment"). All computer equipment regardless of cost shall be considered MCS Fixed Assets and shall be inventoried as MCS property. MCS shall open for inspection and verification any and all locations containing items purchased under this Contract.

B. At the termination of this Contract, unless otherwise provided for, the Contractor agrees to return all Capital Equipment and Fixed Assets purchased with Voluntary Pre-K Program funds to MCS in the same condition it was received during the Contract Term, ordinary wear and tear accepted. The Contractor shall be responsible to MCS for any damage or destruction to said property by the Contractor's employees, or clientele, and shall reimburse MCS for such damage. MCS may, at its discretion, allow the Contractor to retain possession of Capital Equipment or Fixed Assets after the expiration of this Contract as long as the Contractor continues to provide Voluntary Pre-K Program Services or another service that MCS determines to be of value and allowable under the Voluntary Pre-K Program grant.

C. MCS shall establish and maintain a property control system, and shall request the Contractor's assistance in maintaining a current inventory on all Capital Equipment and Fixed Assets purchased with Voluntary Pre-K Program funds on forms provided by MCS or on forms mutually agreed upon by MCS and the Contractor. This will include listing the items on a property record by description, model, serial number, and date of acquisition and cost. Such property shall be inventoried annually, and an inventory report shall be submitted to MCS twice yearly (September and May).

D. MCS will assist the Contractor in the purchase of common supplies and materials used in the performance of the Services.

VII. EQUAL OPPORTUNITY AND SUPPLIER DIVERSITY

A. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. The Contractor and suppliers of Contractors, whose responses to MCS bids (RFP and RFQ responses) include utilization of qualified local small businesses including minority and women owned subcontractors, shall be deemed to have provided added value to their submission, enhancing the evaluation of the Contractor or its suppliers in determining best value for MCS.

MCS and the Contractor shall negotiate a reasonable benchmark which meets the performance expectations set by MCS under this Contract. This benchmark shall not be construed as a rigid racial or gender quota, but rather a performance guideline. During the Contract Term, the Contractor will submit monthly data on LSBE expenditures as outlined by the Office of Supplier Diversity. Progress and results will be tracked and reviewed quarterly to be submitted to the Board of Commissioners.

If MCS is to continue to grow in an increasingly diverse marketplace, MCS must support the economic base by doing business with a diverse group of contractors and suppliers as our business partners. The Contractor, to the fullest extent possible, shall include, in the performance of the Services, innovative, long-term strategies for mentoring and developing the capacity of local small business including minority and women owned firms, to contribute to the economic growth of the communities the parties serve. This contribution is especially valued as a business and economic development strategy. Such practices as: mentorship, joint-ventures, business incubators and other strategic alliances are welcomed as a means for generating jobs, opportunity and shared wealth.

VIII. TERMINATION

A. Either party may terminate this Contract upon thirty (30) days' written notice by the terminating party, unless there are fewer than thirty (30) days remaining in the Voluntary Pre-K Program school year, in which event, the notice period shall be the number of days remaining in the current program month.

B. If the Contractor breaches the terms of this Agreement, then MCS may pursue any or all of the following remedies:

Terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of the termination. In the event of termination, MCS may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, reports prepared, and Capital Equipment and Fixed Assets (i.e. computers, laptops, copiers, printers, fax machines, appliances, fixed play equipment, etc.) or any combination(s) of items that can be construed as supplies or equipment secured by the Contractor with Voluntary Pre-K Program funds under this Agreement; or (b) terminate or cancel any other agreements entered into between the Contractor and MCS; and

Pursue any other legal remedies available at law or equity.

IX. MISCELLANEOUS

A. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised in writing:

Notice to MCS shall be sent to the following:

Federal Programs and Grants
Early Childhood Pre-K Program
3782 Jackson Avenue
Memphis, TN 38108

Attn: Sharon R. Williams
Attn: Nita Hartley

With a copy to:

Memphis City Schools
2597 Avery Ave.
Memphis, TN 38112
Attn: Director of Contracts

Notice to Contractor shall be sent to the following:

Cottonwood Head Start
1991 Corporate Avenue
Memphis, TN 38132
Attn: John Lovelace

B. The invalidity of any provision of this Contract shall not affect the validity of the remaining sections, clauses, or provisions of this Contract.

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IN WITNESS WHEREOF, the parties hereby execute this Contract on the date indicated below.

COTTONWOOD LEARNING CENTER

By _____

Title Director

Date 4/06/09

MEMPHIS CITY SCHOOLS

By _____
Dr. Kriner Cash, Superintendent

Date 8/11/09

By _____
Tomeka Hart, Board President

Date 8/7/09

SHELBY COUNTY GOVERNMENT

Approved

_____
Mayor AC Wharton, Jr.

Date _____

Approved

_____
Chief Contracting Officer

Date 4/9/09

Approved

_____
County Attorney

Date _____

Approved

_____
Office of General Counsel

Date 4/7/09

Exhibit A

TN VOLUNTARY PRE-K SCOPE OF SERVICES 2008-2009

I. Site Responsibilities

The Grantee, in accordance with the state-approved grant proposal, will create an early childhood education program for "at-risk" (as described in Section A below) four-year-old children. The early childhood education program will provide quality early childhood education services in accordance with the Tennessee Early Childhood Education Plan as adopted by the State Board of Education and stated in T.C.A. Section 49-6-101. The minimum requirements of the early childhood education program are as follows:

A. Student Eligibility for the Pre-K Program

The grantee shall:

1. Enroll children who are age four on or before September 30, 2008.
2. Enroll children who qualify for the Free or Reduced Price Lunch Program.
3. Enroll children with disabilities, children identified as English Language Learners (ELL), in state custody, or those at risk for failure due to circumstances of abuse or neglect.
4. Enroll children who meet local at-risk criteria as established by the local Community Pre-K Advisory Council (C-PAC) or who do not meet any at-risk criteria but are considered un-served or underserved by the process established by the C-PAC.

B. Organization

The grantee shall:

5. Provide appropriate educational activities for children, for a minimum of five and one half hours per day (exclusive of nap time), for a minimum of 180 days.
6. Provide a preschool calendar that includes 200 working days of seven and one half hours for teaching staff with a maximum of 10 holidays as a part of the 200 day calendar.
7. Provide a program that meets the guidelines of Child Care Standards of Tennessee, as regulated by the Department of Education (DOE) or the Department of Human Services (DHS). All sites must pass fire and environmental inspections and be approved by DOE or licensed by DHS. Programs administered by child care agencies must meet the highest rating on the STAR quality scale in order to be eligible to receive a classroom. (Check with your local child care consultant for further information on licensure/approval.)

C. Staffing

The grantee shall:

8. Provide sufficient qualified staff such that the classroom has a minimum adult: child ratio of 1:10 for four-year-olds at all times, except for scheduled nap times. The maximum class size is 20 for a class of 4 year old children.
9. Provide, for each classroom, a teacher who is state licensed and endorsed for Early Childhood Education or who is teaching under an approved waiver or alternative license. Teachers who are teaching on an alternative license or waiver must complete six semester hours of college credit courses during each year of service until teacher licensure in early childhood education is achieved.

10. Provide teacher assistants in sufficient numbers to provide an adult: child ratio, inclusive of the teacher, which meets the Department of Education ratios. The teacher assistant credentials shall be as follows: hold at least a CDA or associate degree in early childhood or be actively working toward those credentials. If no person is available who holds these credentials, then a high school diploma and relevant experience in early childhood education is acceptable for employment. Teacher assistants who do not hold any credentials in early childhood education are encouraged to work toward credentials in early childhood education.
11. Ensure all staff (teachers, teacher assistants, and direct supervisor of the ECE program) obtain annually the minimum number of hours (as specified by health and safety standards) of appropriate staff development relating to the education of young children.
12. Ensure all teachers are evaluated by personnel trained in the use of the TN Department of Education Frameworks for Evaluation so that licensure advancement can occur, pursuant to the Tennessee State Board of Education rules.
13. Ensure pre-k teachers hired by the LEA are provided the same employment rights and benefits available to K-12 teachers (Due to shortened instructional day, planning time and duty free lunch may occur outside the scheduled 5.5 hour instructional day).

D. Enrollment/Attendance/Data Collection

The grantee shall:

14. Follow the Community Pre-K Advisory Council's enrollment selection process
15. Maintain enrollment at 90% of the approved classroom capacity for the school year.
16. Foster regular student attendance with the goal of maintaining attendance at 90%.
17. Enroll all pre-k children enrolled in school based and non-school based partner classrooms into student information system per attendance manual guidelines.

E. Health, Nutrition and Safety

The grantee shall:

18. Provide a nutritious breakfast, lunch, and snack on a regular and appropriate schedule as determined by the length of day.
19. Establish, as a part of enrollment, a process to ensure that each child enrolled has had a health examination which includes documentation of required immunizations for child's age.
20. Establish as part of enrollment, a process to ensure each child enrolled has had or receives a hearing and vision screening which may or may not be a part of the health examination.

F. Behavior Management and Guidance

The grantee shall:

21. Ensure that discipline is reasonable, appropriate and in terms the children can understand.
22. Ensure that corporal punishment (spanking) is prohibited. (School Administered Child Care Rule 0520-12-1-09)
23. Provide to the State a written request and justification for permanent dismissal of any child from the Pre-K program at the request of the school system. No child is to be permanently dismissed without consultation between and agreement of the grantee and the Tennessee Department of Education.

G. Transportation

The grantee shall:

24. Develop a transportation plan to address the needs and safety of the children which includes method of transportation by which the child travels to and from school.

25. Provide documentation of training on transportation procedures for all staff and faculty responsible for transporting and signing children on and off school buses.

H. Curriculum

The grantee shall:

26. Provide an appropriate, research-based educational curriculum, aligned with the Tennessee Early Childhood Education – Early Learning Developmental Standards.
27. Provide an educational program that ensures all developmental areas – language, cognitive, social-emotional and physical – are addressed, with a balance between direct instruction, individualized instruction, group activities, and choice of center-based activities. The program will also provide materials and equipment that support the curriculum and offer concrete and relevant experiences. Appropriate learning experiences with technology may be included in the developmental learning program.
28. Provide an educational program which includes educational experiences to meet the wide range of developmental interests, abilities, and cultural diversities found among children.
29. Ensure that the organization and delivery of the daily activities within the developmental learning program is based upon teacher observations and assessment of each child's development.

I. Transition into the Pre-K Program and from the Pre-K Program into Kindergarten

The grantee shall:

30. Implement a transition plan to introduce each child and family to the Pre-K program.
31. Implement a transition plan to enhance promotion and smooth transition for each child and family into the kindergarten setting.

J. Family Engagement

The grantee shall:

32. Provide a family engagement component that includes, but is not limited to, family consultation, parenting skills training, home visits, and opportunities for parents/family members to volunteer in the program component. These services may be provided through a collaborative effort with other local agencies serving children and families.
33. Conduct parent/teacher or family/teacher conferences regarding each child at least twice yearly.
34. Assist families of children in the Pre-K program needing extended-day/extended-year services outside the five and one half hour/180 day school year to obtain quality care. The partner agency or the LEA may provide the extended services, or they may collaborate with another agency to provide the extended services. A list of child care agencies can be obtained from the Child Care Resource and Referral Agency. (It is **not** mandated that the child care service be provided by the grantee, but the grantee must assist families to obtain the needed child care.)

K. Collaboration

The grantee shall:

35. Implement the Community Pre-K Advisory Council's (C-PAC) plan.
36. Maintain for public review all minutes of the C-PAC's proceedings.
37. Partner with other child care agencies for the provision of services per the Pre -K Implementation Plan adopted by the Pre-K Advisory Council.

L. Assessment

The grantee shall:

38. Administer the Family Survey in the spring of the school year.
39. Administer the Early Childhood Environmental Rating Scale (ECERS) and write a plan of action to address the areas of need identified by this tool by the end of the first

semester for all new programs or programs with changes in classroom location or staff; OR document progress of meeting goals set after completing ECERS in previous year.

40. Administer the Early Language & Literacy Classroom Observation (ELLCO) and write a plan of action to address the areas of need identified by this tool by the end of the first semester for all new programs or programs with changes in classroom location or staff; OR document progress of meeting goals set after completing ELLCO in previous year.
41. Continue the administration cycle of completing a self assessment or reviewing plan of action of both the ECERS and the ELLCO as appropriate for each year the pre-k program is in operation.

II. Reports

The Grantee agrees to file a monitoring report at the ending of the contract period. The report shall include:

A. The number of children served, number of children who meet free or reduced price lunch income guidelines, number of children with current IEPs (Individual Education Plans) through Part B, Section 619, of IDEA (Individuals with Disabilities Education Act), and other risk factors identified by the State Department of Education.

B. The process used to validate eligibility, such as: proof of income, screening tool results, or documentation of other "at risk" factors. Documentation must be maintained at the local level.

C. The educational curriculum and assessment used in the program.

D. The daily number of hours of the program's operation and the number of days the program served children,

E. The names of program director, teacher(s), and staff.

F. The type of training provided for staff, including the number of hours of each type of training offered.

G. The transportation arrangements developed for each child.

H. A list of the parent involvement activities implemented for the year.

I. A list of collaborative/partnership activities with any State departments or other departments and/or agencies.

J. The results of the Family Survey, ECERS, and ELLCO assessments. The Plan of Action which addresses the needs identified by the assessment tools. Inventory list of any equipment purchased with grant funds during the current school year.

III. Performance Measures

The following describes quantitative, results-based, performance measures to be used to evaluate successful completion of activities required by this grant contract.

A. Acceptable performance will be determined based upon responses to a survey instrument completed by parents with children participating in Grantee activities. The Grantee shall distribute survey instruments approved by the State. The Grantee will maintain locally all individual survey instruments for review by the State.

B. The Grantee will input all student, staff and class information on all pre-k children enrolled in school based and non school based partner classrooms into the local Student Information System or EIS Data Entry System. This information is required for the SEA to generate reports regarding the TN Pre-K Program.

C. The Grantee will submit annually the Pre-K monitoring report, which addresses compliance with the components of the Scope of Services.

D. The Grantee will perform and retain on file appropriate teacher evaluations and teacher assistant evaluations.

E. The Grantee will promptly notify the Department of Education of permanent staff changes and any other staff changes that continue over a period in excess of 20 days.

IV. Teacher Experience

The salary of a licensed educator is determined by a combination of the applicant's experience and academic training as per Tennessee State School Board rules and regulations. The grantor shall recognize experience teaching in State approved early childhood education programs not located in LEAs for purposes of calculating years of experience that apply when determining salary.

MEMPHIS VOLUNTARY PRE-K PROGRAM
OPERATING GUIDELINES
2009-2010

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MEMPHIS VOLUNTARY PRE-K PROGRAM
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1.0 General Program Operations and Services Information

1.1 Purpose

The purpose of the *Voluntary Pre-K for Tennessee* initiative is to provide, for Tennessee's four-year-old children, with the first priority being those four-year-olds who are at-risk, an opportunity to develop school readiness skills (pre-academic and social skills) in an environment that fosters the love and joy of learning and promotes success in kindergarten and throughout the child's life.

The Community Pre-K Partner, in accordance with the state-approved grant proposal, will create an early childhood education program for "at-risk" four-year-old children. The early childhood education program will provide quality early childhood education services in accordance with the *Tennessee Early Childhood Education Plan* as adopted by the State Board of Education and stated in T.C.A. Section 49-6-101.

The purpose of the Voluntary Pre-K Program is to provide a full day (5.5 hours of instructional services plus 1 hour nap), five days per week, and 180 days per year of appropriate educational/instructional services to eligible four-year olds.

1.2 Dates of Services

The school year for the Pre-K program shall operate between the dates of August 3, 2009 and May 25, 2010.

1.3 Days of Service

Pre-K providers are required to prepare and provide a school year calendar, which includes 180 days of services for children and families and 200 days for staff. Pre-K staff cannot be used to provide services unrelated to Pre-K during the 180-day school year.

1.4 Hours of Service

The instructional component of the Pre-K program shall not begin before 7:30 a.m. It shall include a minimum of 5.5 hours of instruction and 1 hour of naptime. Pre-K Partners have the option of extending the hours, both before and after the instructional services.

2.0 Child/Family Eligibility

2.1 Age Requirement

Children served in the Memphis Voluntary Pre-K Program must be four years of age on or before September 30th based on acceptable documentation, such as a certified birth certificate, passports, legal documents, or official documents form other countries. **Certified birth certificate or acceptable documentation must be presented at screening.**

Children are eligible to attend the Memphis Voluntary Pre-K for one year only.

2.2 Residency Requirement

Children must reside within a Memphis City Schools geographic attendance area . Proof of residency should be part of a child's on-site file prior to or on the first day of Pre- K.

2.3 Priority of Need

Preference will be given to those children who are considered to be at-risk, with the first at-risk factor for consideration being eligibility for Free and Reduced Lunch. The second factor for consideration will be the children's level of readiness based on a prescreening testing score and parent survey.

2.4 Parent Requirement

A parent must agree to send the child to the Pre-K program for 5.5 hours of instructional time, five days per week, 180 days per year. The parent must agree to pick up his/her child at appointed time. The parent or designee attends mandatory transitional parent meeting and parent/teacher conferences.

3.0 Enrollment and Attendance

3.1 Open Enrollment

Enrollment for the program must be nondiscriminatory and open to any child living within the geographic area of the school district. Children cannot be denied participation on the basis of race, color, or national origin (Title VI of the Civil Rights Act of 1964); sex (Title IX of the Educational Amendments of 1972 and Title II of the Vocational Education Amendments of 1976); or disability (Section 504 of the Rehabilitation Act of 1973 and The Americans with Disabilities Act of 1990) in educational program. A completed Pre-K registration form (See Appendix A) is required for all children attending Pre-K and shall be kept on-site and available to Memphis City Schools.

3.2 Enrollment Guidelines

All Voluntary Pre-K programs will have full enrollment of students by August 17th (existing sites) and September 14th (new sites). Each provider will foster regular attendance of the students and maintain 90% of the agreed upon enrollment of 20 children for each month of the 180 school day calendar. A Student Enrollment Form (Appendix A) must be completed and submitted to the Early Childhood office no later than ten days after the enrollment.

3.3 Waiting Lists

At each pre-k site there must be a waiting list of the names of eligible children. Information maintained should include the first and last legal name of the child, date of birth, gender, child's address, date the child was placed on waiting , parent name and contact information. All children placed on the waiting list must complete the Wait List Form (See Appendix B). Waiting list forms shall be kept on-site and available to Memphis City Schools.

3.4 Transfers

Once a child is enrolled in the Pre-K Program, parents may not automatically transfer child to a Pre-K program at another site. However, the child's name may be placed at the end of the waiting list at another participating Pre-K program site. Transportation will not be provided.

3.5 Procedures for Dismissal, Suspension, or Withdrawal of a Child from the Program

Dismissal, suspension, or withdrawal requires prior Early Childhood approval and ultimately approval from the Tennessee Department of Early Learning.

Once a child has been enrolled, he or she cannot be dismissed or suspended from the Pre-K Program unless it is determined that he or she is:

- causing harm to himself or herself or others
- chronically tardy or absent from the program
- chronically disruptive
- involves three (3) or more incidents of aggression (fighting, bullying, or threatening, use of weapon that could cause serious injury), significant property damage or destruction, theft, and repeated violations of rules or rights of others.
- not enrolled in extended day program and is continually picked up late

This determination can be made through information gathered by interventions to help the child benefit from the program, documentation of ongoing involvement of parents, and other program staff activities (i.e. local school system, special education) Parents must be notified of potential dismissal of the child from the program via a written warning. A must completed Student Withdrawal Form(Appendix C) must be submitted to the Early Childhood office no later than three days after the withdrawal.

Note: Dismissal, suspension, or withdrawal without the Early Childhood Department approval will automatically place a pre-k site on probation.

Dismissal /Disenrollment Procedures

Submit the following information to the Early Childhood Department prior to dismissal/ disenrollment:

- Reason(s) why dismissal/disenrollment is being requested
- Attempted interventions used to help the child to benefit from the program, including suspension information
- Documentation of written correspondence and meeting notes showing ongoing involvement with the parents
- Behavioral and instructional observations of the child that support the reasons for requested dismissal/disenrollment
- Consultation with Early Childhood staff and Memphis City Schools staff from the Division of Exceptional Children, results of application of suggested interventions, and status of special education referral, if applicable

The Early Childhood shall make decisions about dismissal/disenrollment after a review of all requested documentation.

Suspensions Procedures

- Immediate suspension for up to two days can be made at any time the Pre-K provider determines a child is causing harm to himself or herself or others. Prior approval from Memphis City Schools is not needed; however, the Early Child Department must be notified in writing that such action has been taken immediately upon suspension.
- Extended suspension (i.e., more than two days and/or more than three incidents of immediate suspensions) requires prior Early Childhood Department approval. Submit the following information to the Early Childhood Department for approval prior to extended suspension:
  - Reason(s) why extended suspension is being requested
  - Attempted interventions used to help the child benefit from the program
  - All documentation of written correspondence and meeting notes showing ongoing involvement with the parents
  - Behavioral and instructional observations of the child supporting the extended suspension
  - Documentation of consultation with Early Childhood staff and Memphis City Schools staff from the Division of Exceptional Children, results of application of suggested interventions, and status of special education referral, if applicable

3.6 Chronic Absenteeism or Tardiness

Children who do not attend on a regular basis, are routinely late, or routinely leave the program early should be referred to the Early Childhood Department. A meeting with the parent/guardian should occur to determine the reason(s) for the problem and identify ways to resolve the problem. Providers are required to document efforts to assist parents/guardians in improving absenteeism or tardiness. Inability to resolve the problem after documented interventions should be referred in writing to the Early Childhood Department. for assistance/guidance.

Chronic tardiness is defined as late arrival or early departure more than once per week. Chronic absenteeism is defined as missing more than two days per month without medical or other reasonable explanation. Chronic tardiness or absenteeism may also be defined by an established regular attendance pattern(s), e.g., if a child is late every Monday or absent every Tuesday or leaves early every Friday.

Providers are required to provide documentation or intervention with parents/guardians of children who meet the definition of chronically tardy or absent.

Children who do not attend class, are late or leave early for ten consecutive days without a medical or other reasonable explanation, **may** be removed from the roster and Early Childhood Department must be immediately notified in writing that such action has been taken.

MEMPHIS VOLUNTARY PRE-K PROGRAM
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2009-2010

4.0 Instructional Services/Curriculum

The Pre-K provider shall comply with the Memphis City Schools Pre-K curriculum, aligned with the Tennessee Early Childhood Education Early Learning Developmental Standards. The selected programs support the Memphis City Schools curricula:

- Opening the World of Learning (OWL),
- Everyday Counts Calendar Math
- Talking About Touching
- Personal Health and Safety may be substituted for Talking about Touching.

4.1 Assessments

Pre-K teachers shall maintain and update a portfolio for each child in the Pre-K program. The portfolio is a purposeful collection of student work samples and other documentation of performance collected over time to show the student's effort, progress, and achievements. The portfolio includes selected work samples as well as observation documentation, including but not limited to anecdotal notes, notes, audio or videotapes, and photographs. Information on each child's

Student Assessment

The following students' assessments will be used during the 2009-2010 school year.

- **Brigance Assessment**
- **Peabody Picture Vocabulary Test III**

The completed assessment tool, documentation of conferences, and behavior logs should be retained for a minimum of three years as specified in the contract.

Classroom Assessments

At each Pre-K site the following assessments will be administered:

- Early Childhood Assessment Progress Report (Appendix D)
- Early Childhood Environmental Rating Scale (ECERS) in the first quarter of the school year
- Early Language & Literacy Classroom Observation (ELLCO) in the first quarter of the school year
- Family Survey in the spring of the school year

4.2 Assessment to Guide Student and Program Improvements

All student assessments shall be used to inform and guide instruction , as well as interventions. The Early Childhood staff will assist teachers in interpreting the data .

At the end of the first quarter of the school year, staff at each pre-k site will implement a Plan of Action to address the areas of need identified through the instruments specified in 4.1.2.

At mid-year and then at the end of the school year, staff at each pre-k site will review and document the progress in meeting the objectives in the areas of need identified in the Plan of Action.

4.2 Lesson Plans

Written lesson plans containing specific instructional activities are required for a minimum of 5.5 hours per day. These plans should be based on MCS curriculum and TN Early Childhood Early Learning and Development Standards and include educational experiences in the areas of language/literacy, math, science, social studies, creative (music, art, and drama), social and emotional, and physical development. A corresponding learning goal should be included on the lesson plan with each of the planned activities. The remaining 1.5 hours of the instructional day, consisting of meals, rest time and/or outside play, etc., may be included in written lesson plans. Lesson plans should be completed weekly and made available to Early Childhood staff upon request.

4.4 Student Discipline

No employee shall use any form of corporal punishment (which includes but is not limited to paddling, striking, or hitting) as a method of discipline in the Memphis Voluntary Pre-K Program. MCS Board Policy 6.313 Student Behavior must be followed.

4.5 Record Keeping

Current year records must be maintained at the Pre-K site. The Pre-K provider shall retain the following records for a minimum of **three** years:

- Pre-K registration form
- Student roster information form
- Attendance records
- Age documentation
- Code Printout
- Brigance Screening Form
- Teachers license documentation
- Furniture and Equipment inventory form
- Class enrollment rosters
- Assessment information
- Early Childhood progress reports
- Parent orientation and conference documentation
- Lesson plans
- Receipts and other financial records supporting expenses charged to Pre-K program

Current year records should be maintained at the Pre-K site.

5.0 Delivery of Services

5.1 Staffing

Each Pre-K site shall provide sufficient qualified staff such that the classroom has a minimum adult: child ratio of 1:10 for four-year-olds at all times, and a 1:8 ratio for three years at all times except for scheduled nap times when ratios are 1:20 for four years old and 1:16 for three years olds. . The maximum class four-year-old size is 20 children. The maximum three-year-old classroom is 1: 6 children.

Each Pre-K classroom shall be staffed by a teacher who is State licensed and endorsed for Early Childhood Education *or* who is teaching under an approved alternative licensure (Alternative License A Type I or Type II, Alternative License C, or Alternative License E).

Teachers who are teaching on an alternative license or waiver must complete six semester hours of college credit courses during each year of service until teacher licensure in early childhood education is achieved.

Each Pre-K classroom shall be staffed by a teacher assistant to provide an adult: child ratio, inclusive of the teacher, which meets the Department of Education ratios of 1:10. The teacher assistant credentials shall be as follows: hold at least a

CDA or Associate Degree in early childhood or be actively working toward these credentials. If no person is available who holds these credentials, then a high school diploma and relevant experience in early childhood education is acceptable for employment. However, teacher assistants who do not hold any credentials in early childhood education will be required to work towards a CDA or college courses leading to either an Associate Degree or a four-year degree in early childhood education.

Teacher and teacher assistant vacancies must be reported to the Early Childhood office within 5 working days. Positions must be filled within 20 days.

5. 2 Orientation

- Early Childhood staff shall provided orientation to Directors prior to the first day of school.
- Directors will provide orientation for Early Childhood staff prior the full day of instruction.
- Family orientatiòn shall be provided within 20 working days of commencement of Pre-K services for children. , parents will receive written information concerning meal and extended day charges, including charges during times when children are out of school for holidays.

Documentation of all orientation sessions should be available in on-site program files.

5.3 Licensing

The facility shall meet the licensing requirements of the appropriate licensing agencies. At a minimum, the license shall cover the 5.5-hour instructional program. Provide documentation to the Early Childhood office upon request.

5.4 Substitutes

The Pre-K provider shall ensure that a substitute lead teacher and/or substitute teacher assistant is present and working in the Pre-K classroom for each day that a lead teacher and/or teacher assistant is absent, whether due to illness, required training, personal leave, etc. Director must notify Early Childhood office when teacher or teacher assistant is absent.

5.5 Rest Time

To maximize instructional activities, rest time must not exceed one hour per day except when necessary to address specific needs of individual children. Children who do not rest should be given quiet activities such as books and puzzles. All children shall have a covering (sheet) on their individual rest equipment (mat or cot) as well as a covering (blanket) for themselves. During the optional one-half or one hour scheduled rest or

sleeping period, a ratio of one adult providing direct supervision to 20 children is acceptable. Rest time with reduced adult ratios must not exceed one hour.

5.6 Toilet Training

Guidance for Teachers Assisting Children with Toilet Training

While most 4 year olds have attained bodily control of their toileting needs, many continue to have occasional accidents, especially when encountering a new environment or situation, and some have yet to be completely trained. As with other elementary age children, pre-k children may not be denied enrollment simply because they are not toilet trained. The question then is "How are you going to take care of toileting and diapering needs when the school's classroom or bathrooms are not equipped to do so." You might have to be a bit creative, but meeting the toileting needs of a preschool child generally does not present as many challenges as you might think.

First, at enrollment, talk with parents about their child's toileting needs. Is the child completely trained? Does he/she have accidents? If so, how often? Does the child assist with changing the wet/soiled clothing? When a child requires toileting assistance, work together with the parents to determine the best approach for success.

Second, think about the respectful way you currently deal with a child who has an accident and needs a change of clothes. Can the private area this child uses be adapted to meet diaper/pull-up changing needs? Can a child be changed or change himself with assistance, using an existing bathroom stall? Can you create a private space by draping or screening off an area in the bathroom or classroom? Remember: consider the specific needs of each child on an individual basis.

Third, all staff must receive training on universal precautions. The use of universal precautions requires access to the use of disposable gloves, cleaning materials, and appropriate disposal containers to prevent contraction and spreading of an illness and/or disease.

Questions to ask when enrolling a child who is not toilet trained

- Is there any physical or medical reason the child might have which results in difficulty learning toileting skills?
- Does the child know how to communicate the need to go to the toilet in some recognizable way?
- Has the child learned how to unfasten/unzip and pull down /pull up pants or panties? What ways can clothing be modified to make this easier?
- What needs to be done to ensure that toileting experiences are consistent in each environment throughout the child's day?

5.7 Program/Staff Hours

The 5.5 hours of instructional time shall begin no earlier than 7:30 a.m. with hours of operation as delineated in the original approved application. The remaining 2.5 hours of

the lead teacher and teacher assistant eight hour day should be used for Pre-K program activities such as parent conferences, meetings with administrators, instructional planning, etc. Using Pre-K staff during the eight hour Pre-K day to supervise children not enrolled in the Memphis Voluntary Pre-K Program is unacceptable. Using Pre-K staff paid by the Pre-K grant (during the eight hour Pre-K day) to supervise children whose parents pay private fees or for whom the provider receives subsidies is an **unallowable** use of Pre-K funds.

5.8 Transportation

Transportation services are optional and may be provided for any Pre-K children at the discretion of the Pre-K providers. Memphis City Schools does not provide transportation and VPK funds may not be used for transportation with the exceptional field trips.
Note: Field trips are considered part of the instructional program and are not considered transportation for purposes of reporting of funding.

5.9 Extended Day (Before and After School Care)

Memphis Voluntary Pre-K does not require or provide extended day services. Extended day services for Pre-K children may be provided at the parent's expense and choice. Income eligible families may receive services through the TN Department of Human Services (DHS) subsidized childcare programs. These arrangements should be made between the center, parents, and local DHS office.
Fees for all Pre-K children participating in extended day services should be reasonable.

5.10 Nutrition

All children will be provided a nutritious breakfast, lunch, and snack on a regular and appropriate schedule. Pre-K providers who participate in the Child and Adult Care Food Program (CACFP) may not charge additional fees for food (breakfast, lunch or snacks) for any child for whom CACFP reimbursement is received.
Schedule and menu must be posted.

5.11 Transitions

Staff at each Pre-K site will implement a transition plan to introduce each child and family to the Pre-K program.
At the completion of the Pre-K program, staff at each Pre-K site will implement a transition plan to enhance promotion and smooth transition for each child and family into the kindergarten setting.

5.12 Family Engagement

At each Pre-K site, staff will provide a family engagement component that includes, but is not limited to, family consultation, parenting skills training, home visits, and opportunities for parents/family members to volunteer in the program component. These services may be provided through a collaborative effort with other local agencies serving children and

families. Staff at each Pre-K site will conduct teacher/parent or teacher/family conferences regarding each child at least twice yearly.

5.13 Other Program Components

Lunch, snacks, and supervised outdoor play are part of the Pre-K program. **No part of the Pre-K day may be religious in nature.** A "moment of silence" is an acceptable practice at mealtimes. Breakfast may be included at the discretion of the Pre-K provider but should be offered prior to start of the 5.5-hour instructional day.

6.0 Support Services

6.1 Objectives

Support services are a vital component to the success of the Pre-K program. Project Directors are responsible for carrying out the objectives. The following objectives should serve as a guide for activities Pre-K providers should provide to <u>all</u> Pre-K children and their families:

Overall Objectives:

- Health – No child should exit the Pre-K program with an undetected condition that could hinder his/her ability to learn. Any child with identified needs will be referred to the proper source or agency for access to and coordination of services. Documentation of referrals will be kept on site.
- Child Development – Family knowledge of the child's development and involvement in their educational experience will be enhanced through a variety of informational seminars, volunteer opportunities at the center/school, parent/center conferences, etc. Families are encouraged to read to their children daily and complete activities with their children.
- Community Resources – *Upon request*, families will be provided information about community resources such as GED and help in obtaining extended day services, etc.
- Kindergarten Readiness Initiative – Help will be provided to obtain all necessary documentation and health related requirements for kindergarten registration before the end of the Pre-K school year.

6.2 Support Services

Services that will be coordinated for children and their families by Pre-K providers include:

- Health
- Child Development
- Community Resources, upon request
- Kindergarten Transition Activities

6.3 Children with Disabilities

A child who is eligible for the Pre-K program and is identified for special education and/or related services under the Individuals with Disabilities Education Act (IDEA) shall not be denied access to the Pre-K program. Appropriate special education and related services placement is determined by the child's Individualized Educational Program (IEP).

Any child suspected of having a disability should be referred to the Early Childhood Coordinator.

7.0 Program Fees

7.1 Instructional Program Fees

All children must receive the same instructional opportunities during the 5.5-hour instructional program day. Fees may not be charged to families during this time. Field trips are a part of the instructional program. Therefore, field trips made during the day must be free and available to all children. Pre-K funds may be used to provide field trips or other appropriate activities to the children. For example, if dance, art, or computer classes are included in the 5.5-hour day, they must be free and available to all Pre-K children.

No fees may be charged to any child for services needed to operate the instructional program, such as registration, field trips, curriculum fees, classroom supplies, etc. Memphis City Schools recommends that providers not solicit "donations" of materials and supplies as most parents will consider it a mandate instead of a donation.

7.2 Extracurricular Activities

Families will choose whether or not to participate in "extracurricular activities" such as school photographs, T-shirts, etc. Families may be charged fees for these extracurricular activities.

7.3 Fee Structure

Written documentation explaining the fee structure for non Pre-K program days (holiday/vacation times), transportation (optional), and/or food services shall be given to each family. Copies of this documentation should be kept on file. Memphis City Schools may request copies of individual Pre-K provider fee structure policies. **While not required, it is recommended that providers explain and have parents sign a statement that they understand charges for non-Pre-K program days.**

7.4 School Uniforms

The purchase of school uniforms cannot be required for participation in the Community Partners Pre-K Program. MCS schools require school uniforms. However, eligible children cannot be denied access to the Pre-K program for failure to meet the request.

7.5 Graduation

Memphis City Schools does not recommend "graduation" for four-year-old children as an appropriate activity. MCs believes that transitioning from Pre-K to Kindergarten marks the beginning of the child's formal school experience, not the ending. More appropriate activities, include, but are not limited to, a field day, an open house, family/child picnic, dinner, etc. Graduation ceremonies or other end of the year programs and practice for such should not be conducted during instructional time. Pre-K funds may not be used for any type of "graduation activities".

8.0 Personnel and Technical Assistance

8.1 Criminal Background Checks

All Pre-K program personnel in licensed childcare learning centers must have completed a satisfactory criminal background check with documentation on file with the Pre-K provider. All Pre-K personnel in public schools must comply with public school regulations concerning background checks. Providers must forward a copy of approval or the criminal background applications to Memphis City Schools thirty (30) days after the program begins or the teacher (s) are hired. Criminal background checks are also required of substitute teachers. Volunteer parents must not be left in the classroom unsupervised by classroom personnel.

8.2 Employees

All Pre-K partner personnel are employees of the Pre-K provider, not Memphis City Schools or the state of Tennessee.

8.3 Salaries

Pre-K partners are not required to follow the Memphis City Schools Salary Schedule. MCS cannot establish a minimum salary for a Pre-K Provider. Community Partners are independent contractors ho do not have the same grade as MCS teachers.

8.4 Training

To maintain quality standards, annual training is required for all staff directly associated with the Pre-K program. The Early Childhood staff will verify documentation of staff attendance at training sessions. Failure of providers and their staff to participate in required training during the school year will place their program in noncompliance and may jeopardize future funding.

All levels of administrative, teaching, and support staff listed below are <u>required</u> to attend the Memphis Voluntary Pre-K training:

- Center Directors
- Lead Teachers
- Assistant Teachers

The Pre-K provider shall ensure that Pre-K funds are used to pay for substitutes and costs associated with staff travel (lodging and meals in conjunction with overnight travel, mileage, parking, etc.) to all required training sessions. In addition, the Pre-K providers shall reimburse staff for salaries/hourly wages and expenses incurred while attending required Pre-K training sessions.

8.5 Technical Assistance

Memphis City Schools will work closely with providers throughout the year and are available for consultation purposes regarding questions about the program, problems with maintaining enrollment, approval of equipment/materials/supplies requests, training needs, etc.

Memphis City Schools Pre-K staff shall make announced and unannounced visits throughout the year to monitor and evaluate program process.

8.6 Probation Process

Probation warns a provider of the possibility of funding loss due to program quality issues or failure to follow Pre-K Scope of Services, Voluntary Pre-K program Operating Guidelines, and the Pre-K Program Assurances. Programs on probation may be terminated if none compliance issues are not resolved in a timely manner as described by the Early Childhood office. Contracts will not be offered to sites on probation, and executed contracts will be held for sites on probation. The Early Childhood office will determine length of probation.

Reasons for probation:

- Disenrollment or extended suspension of a child without prior approval
- Failure to correct on-going issues of quality,
- Multiple instances of failing to follow specific guidelines,
- Lack of credentialed lead teacher
- Inappropriate staff
- Failure to submit mandatory reports by due date

9.0 Contract Notification and Initial Budgets

9.1 Awarding of Contracts

Contracts will be awarded to Pre-K providers through a competitive process, subject to funding availability.

9.2 Notification and Contract Awards

- All approved programs receive written notification of approval.
- Notification will include an amount of contracted funding.

9.3 Contract Signatory

The legal signatory for the program entity must sign the contract.

MEMPHIS VOLUNTARY PRE-K PROGRAM
OPERATING GUIDELINES
2009-2010

Exhibit C

Memphis City Schools Voluntary Pre-K Program
2009-2010

PRE-K ASSURANCES

I Agree that:

[ ] I have existing space and appropriate licenses.
[ ] I have read and agree to comply with the Memphis Voluntary Pre-K Program Scope of Services, Pre-K Operating Guidelines and any addenda.
[ ] All information contained within this application, as well as documentation required for Pre-K fiscal compliance is considered public information and will be included in the program's permanent file is subject to Open Record request(s).
[ ] I understand that I must maintain at least 90% enrollment (18 students) for each month of the 180-day calendar for students.
[ ] I understand that enrollment must not exceed 20 children.
[ ] Children enrolled in the Pre-K program must reside in a Memphis City Schools Title I attendance zone.
[ ] Any child enrolled in the Pre-K program ***must be four years old on/or before September 30.*** Any child enrolled will participate in activities develop by MCS to facilitate the student readiness for kindergarten.
[ ] Eligible children will receive 5.5 hours of daily instruction (excludes nap time).
[ ] One hour (1.0) hour per day will spent on teacher planning , collaboration and conferences, etc.
[ ] I will provide appropriate instruction to Pre-K children.
[ ] I will provide salary, subsistence, and mileage for classroom teachers to attend mandated professional development activities.
[ ] I agree to maintain adequate insurance coverage.
[ ] I will submit all reports, rosters, and requested paperwork by the required reporting date(s).
[ ] I will submit all data requested to the Department of Research, Evaluation, & Assessment in the appropriate format by the specified deadlines including but not limited to data on school operations students, staff, and faculty.
[ ] I will submit all documents necessary for reporting and requesting reimbursement of funds. All records will be kept for three (3) years.
[ ] I will not discriminate in my enrollment/registration process.
[ ] I will match the amount of the subcontract to reflect total expenditures to be determined by the Department of Education. The projected amount is based on the 2008-2009 budget.
[ ] I will give enrollment priorities to children who are at-risk due to family income eligibility based on the Free /Reduced Lunch Program.
[ ] I will refer children with suspected special needs to the appropriate agency/agencies.
[ ] Pre-K funds may be used to pay for Pre-K staff salaries, materials, equipment, field trips, food, transportation, computers (requires prior approval), and any other items, which benefit or enhance Pre-K children and the program.
[ ] No religious activities will be included in the program.
[ ] All extended day (before and after school care) services will be approved and processed through the Department of Human Services.
[ ] I will provide a waiting list at this Pre-K site. This information will include the child's name, parent's name, address, and telephone number.
[ ] My staff and I will attend all required Voluntary Pre-K meetings and will also attend periodic meetings for purpose of information sharing and coordination.
[ ] I understand that funding through a sub-contract with MCS would be for one year only.
[ ] I acknowledge that all information provided in this application is true and accurate. I understand that falsifying information reported will result in an automatic termination of the contract.
[ ] I will engage in activities that support the Governor's Books from Birth Foundation.
[ ] I agree to include a family engagement compact as part of the Early Childhood Program.
[ ] I understand that I am responsible for reporting any instances of known abuse or neglect.
[ ] The teacher and educational support personnel will **only** participate in instructional responsibilities.
[ ] I agree to have a teacher with a Bachelor degree and licensed in Early Childhood or currently pursuing certification in Early Childhood Education by July 31st , 2009.
(TN Dept. of Ed. does not permit directors to serve as both director/teacher.)
[ ] I acknowledge that I have read and will operate my Pre-K program as I have assured above.

My program will operate from _____ a.m. to _____p.m.
5.5 hour instructional day (not to begin before 7:30 a.m.)

_____ *Authorized Signature* _____ *Position* _____ *Date*

Exhibit D

TENNESSEE VOLUNTARY PRE-K

Policy: Partner Pre-K Agencies Sustaining Loss of 3 STAR Rating

When a child care agency, actively partnering to provide Pre-K class/classes, sustains a reduction in the quality rating score less than 3 STAR rating during the course of the school year, the following steps will be taken:

1. The partner Local Education Agency (LEA) will be notified by the partner child care agency that the quality rating score is less than 3 STAR rating.

2. The child care agency will obtain and provide Department of Education (DOE) with the Report Card and Assessment Results Report from Department of Human Services (DHS). The report card identifies the STAR assigned for each component area or licensing area. The Assessment Results Report provides specific information for area/areas which were scored a 3 or less on the assessment using the Environment Rating Scale, administered by the DHS Child Care Program Assessor.

3. If the reduction in the quality rating score is a result of a lowered score in one of the STAR rating components other than compliance with child care rules, the child care agency at the discretion of the LEA may continue to administer the partner Pre-K classroom provided the child care agency develops and implements a Pre-K Classroom Improvement Plan, a plan defining agency actions to guarantee a high quality program and environment for Pre-K students. The Pre-K Classroom Improvement Plan shall be developed in consultation with the partner LEA. The Pre-K Classroom Improvement Plan shall detail the specific steps and define milestones/benchmarks of achievement correlated to a specified timeframe. The Pre-K Classroom Improvement Plan must be reviewed and approved by a committee composed of Pre-K education consultant, DOE child care program evaluator, LEA supervisor and a representative of the Community Pre-K Advisory Council. The Pre-K Classroom Improvement Plan must be developed within thirty (30) days of notification of reduction in STAR rating score. Implementation of the Pre-K Classroom Improvement Plan will be monitored by the Pre-K Education Consultant.

4. The LEA is not permitted to contract with any child care agency with a quality rating score of less than 3 STARs, hence, the LEA will not be allowed to renew the contract for the following year.
   a. However, if a child care agency chooses to appeal their Report Card or Assessment Results Report following the Report Card Rules and assessment policy guidelines and their agency 3 STAR rating is restored to the child care agency as a result of a STAR rating appeal to the Department of Human Services, the LEA, at its discretion, may renew the Pre-K contract for the following school year.

   b. If the partner Pre-K agency is in the STAR rating appeal process, as established by the Department of Human Services, at the end of the contract year, the LEA may, at its discretion, renew the contract between the LEA and the partner Pre-K agency provided that the partner Pre-K agency has implemented the Pre-K Classroom Improvement Plan and has met the benchmarks set forth in the plan. During the appeal process, the Department of Education Pre-K Education Consultants will maintain frequent contact with the partner Pre-K agency to ensure that the partner agency is operating a Pre-K classroom in full compliance with the Pre-K Scope of Services, and a high quality environment exists for children within the agency.

c. If the partner Pre-K agency chooses not to appeal or begins the appeal process and then ceases the appeal process of the less than 3 STAR quality rating score, the LEA may choose to continue the operation of the classroom for the remainder of the school year if a Classroom Improvement Plan is developed and monitored by the Pre-K Consultant and LEA for meeting benchmarks set forth in the plan. If the LEA and partner agency choose to renew the contract the following school year, the partner agency agrees to request a quality rating reassessment at their own expense. The reassessment must render the agency a 3 STAR quality rating score by a date determined by the LEA in order for the contract to be executed for the next school year. If a reassessment results in a less than 3 STAR quality rating score, the contract cannot be renewed for the following school year.
NOTE: The scheduling of reassessments may take up to 3 months from the time the request is made. The partner pre-k agency must keep this in mind to ensure ample time for the reassessment to occur and for scores to be made available in identified time frame set for possible renewal of contract in next school year.

d. T.C.A 49-1-203 authorizes the commissioner of education to "...grant waivers to a school which does not comply with the rules and regulations of the state board of education only when officially requested by action of the local board of education." A LEA may request the local board of education to appeal to the commissioner of education to waive the requirement for a partner agency to be a 3 STAR quality rated score. If the local board of education elects to continue the partnership with the community based agency, the local board of education may appeal to the Commissioner of Education. The appeal shall contain the reason for the appeal and written justification as to the actions taken by the contract community based agency and the LEA to correct deficiencies within the agency's program and provide an ongoing monitoring process to guarantee sustained, high quality programming by the agency. An approval from the commissioner of education would allow the partnership between an agency with a less than 3 STAR quality rating score and the LEA to continue under these circumstances until results from the next annual quality rating assessment score is received.

5. If the reduction in the STAR quality rating score is a result of non-compliance with minimum health and safety rules (Compliance History) and the violations in child care rules are major, the LEA must make arrangements to move the Pre-K classroom from the child care agency and any contract between the LEA and the child care agency shall be terminated.

6. This policy does not preclude the rights of the LEA to terminate the contract during the current contract year.

Exhibit E

Projected Program Funding
2009-2010

Community Partners	Voluntary Pre-K Sub-Contract	Child Care Provider Match
Blooming Scholars (2) classrooms	167,418.00	55,274.00
Bluebird Learning Center	83,709.00	27,637.00
Cottonwood Head Start (7) classrooms	585,963.00	193,459.00
Delano Head Start (7) classrooms	585,963.00	193,459.00
Ernestine Rivers Childcare Center	83,709.00	27,637.00
Future Leaders Learning Center	83,709.00	27,637.00
Goodwill Homes Community Services, Inc.	83,709.00	27,637.00
Happy Times Child Development Center	83,709.00	27,637.00
Horn Lake Rd. Learning Center	83,709.00	27,637.00
Jessie Mahan Center, Inc.	83,709.00	27,637.00
Kinder Care Learning Center- Raleigh	83,709.00	27,637.00
Kings and Queens Day Care Center, Inc.	83,709.00	27,637.00
Nat Buring Orange Mound Learning Ctr. (2) classrooms	167,418.00	55,274.00
Primary Preparatory, Inc.	83,709.00	27,637.00
Red Robin's Academy of Learning, Inc.	83,709.00	27,637.00
Riverview Kansas Myra Dreifus Day School (2) classrooms	167,418.00	55,274.00
Sheffield Head Start	83,709.00	27,637.00
Ross Head Start	83,709.00	27,637.00
Southwest TN Community College-Campus Kids)	83,709.00	27,637.00
The Academy of Creative Learning Inc.	83,709.00	27,637.00
Total Amount Projected	**2,929,815.00**	**967,295.00**

Exhibit F

Reporting Schedule for Pre-Payments and Reimbursements
Vouluntary Pre-K Community Partners
2009-2010

Reimbursement Request Received By Early Childhood Dept.	Checks Process By MCS Accounts Payable Dept.	Tentative Date Check Received By Community Partners	
	9-4-09	9-11-09	1st Automatic Payment for Payroll Expenses (August and September)
9-15-09	9-22-09	9-29-09	Reimbursement Request for August
	9-11-09	9-18-09	2nd Automatic Payment for Payroll Expenses (October)
10-15-09	10-22-09	10-29-09	Reimbursement Request for September
	10-9-09	10-16-09	3rd Automatic Payment for Payroll Expenses (November)
11-10-09	11-17-09	11-24-09	Reimbursement Request for October
	11-6-09	11-13-09	4th Automatic Payment for Payroll Expenses (December)
12-4-09	12-11-09	12-18-09	Reimbursement Request for November
	12-4-09	12-11-09	5th Automatic Payment for Payroll Expenses (January)
1-15-10	1-22-10	1-29-10	Reimbursement Request for December
	1-8-10	1-15-10	6th Automatic Payment for Payroll Expenses (February)
2-15-10	2-22-10	3-1-10	Reimbursement Request for January
	2-5-10	2-12-10	7th Automatic Payment for Payroll Expenses (March)
3-15-10	3-22-10	3-29-10	Reimbursement Request for February
	3-5-10	3-12-10	8th Automatic Payment for Payroll Expenses (April)
4-15-10	4-22-10	4-29-10	Reimbursement Request for March
	4-9-10	4-16-10	9th Automatic Payment for Payroll Expenses (May)
5-14-10	5-21-10	5-28-10	Reimbursement Request for April
6-4-10	6-11-10	6-18-10	Reimbursement Request for May & Reconciliation of Expenses and Final Payment

Exhibit G

MEMPHIS CITY SCHOOLS
Federal Programs and Grants
2009-2010 PROPOSED BUDGET

Child Care Provider: _____ **Classroom Number**_____

PROGRAM AREA: Voluntary Pre-K for Tennessee

THE FOLLOWING IS APPLICABLE TO EXPENSES INCURRED IN THE PERIOD: 2009-2010				
POLICY 03 Object Line-item Reference	Expense Object Line-Item Category	Voluntary Pre-K Sub-Contract	Child Care Provider Match	Total Pre-K Program Budget
1	Salaries + benefits			
2	Professional Fees/Grant Awards			
3	Supplies			
4	Occupancy			
5	Equipment Rental/Maintenance			
6	Insurance			
7	Other Non-personnel Expenses (Field Trips)			
	Total Budget Expenses (2008-2009 Allocations)	***$83,709.00***	***$27,637.00***	***$111,346.00***

Prepared by:

_____ **Date:**_____

Child Care Director:

_____ **Date:** _____

Note: The final budget for 2009-2010 will be determined by the State Department of Education.