



**TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
EARLY HEAD START CHILD CARE CENTER
ANNUAL CONTRACT**

This agreement entered between **Placer Community Action Council, Inc.**, doing business as KidZCommunity, hereafter referred to as **KidZCommunity**, and Tahoe Truckee Unified School District Early Childhood Education, hereafter referred to as **TTUSD**.

This agreement is contingent on the completion of items from the spring bi-annual monitoring, detailed in **Attachment 2**, to be completed by October 1, 2023.

Term: the term of this agreement shall commence on **August 29, 2023**, for a term period of **September 1, 2023** through **June 30, 2024**, subject to the right of each party to terminate this agreement by notification in writing by either party providing a 60-day notice. This contract shall be contingent upon refunding of the Federal Head Start program by the Department of Health and Human Services each February.

All notices and demands of any kind which either party may require or desire to serve on the other about this contract must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to **KidZCommunity**: KidZCommunity, Placer Community Action Council, Inc.
Executive Director
Attn: Denyse Cardoza
1166 High Street
Auburn, CA 95603
P: (530) 885-5437

If to **TTUSD**: Tahoe Truckee Unified School District
Early Childhood Education
Attn: Mrs. Kerstin Kramer
11603 Donner Pass Road
Truckee, CA 96161
P: (530) 582-2500

KidZCommunity and TTUSD do mutually agree as follows:

1. To jointly fund an infant/toddler childcare center for up to twenty-four (24) children and pregnant students in accordance with the Head Start, Cal Safe and State of California Licensing requirements.



2. Any program design changes or a program modification for a child must be agreed upon by both parties.

Financial consideration:

TTUSD agrees to:

1. Based on the spring bi-annual monitoring, the items detailed in **Attachment Two** will need to be completed by October 1, 2023.
 - a. Invoice **KidZCommunity** for services for forty (24) eligible, enrolled children at the rate of \$43.02 per enrolled child per day for services provided for 178 days, not to exceed \$183,781. Submit invoice **KidZCommunity** by the 10th day of the month following services.
 - b. Include monthly request for payment (**Attachment Four**) with copies of Parent Sign-In / Sign-Out Rosters.
 - c. Include only child days of enrollment, beginning with the first day of attendance following the official enrollment date in the monthly billing.

KidZCommunity agrees to:

Pay **TTUSD** within ten (10) days of receipt of invoice. Payments will be contingent upon enrollment approval of eligible children by **KidZCommunity's** ERSEA department.

The parties to this agreement will comply by the terms and conditions set forth in **Attachment One**.

During the performance of this Agreement, **KidZCommunity** and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. **KidZCommunity** and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **KidZCommunity** and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set into this Agreement by reference and made a part hereof as if set forth in full. **KidZCommunity** and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Nothing herein shall be construed as a limitation of either party's liability and each party shall indemnify, defend, and hold harmless the other and its officers, officials, employees, agents, and volunteers from any and all liabilities, claims, demands, damages, losses, and expenses (including without limitation defense costs and attorney fees of litigation) which may arise or which such party may incur as a consequence of



any occurrence occasioned in whole or in part by reason of the willful misconduct, or negligent actions or omissions of the indemnifying party's directors, officers, agents, employees, or volunteers, reduced in proportion to and to the extent such claims are caused in whole or in part by any negligent or willful act or omission of the party being indemnified, or its directors, officers, agents, servants, employees, or volunteers.

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by both **TTUSD** and **KidZCommunity**. All changes shall be mutually communicated, discussed, and agreed to prior to implementation.

IN WITNESS, WHEREOF the parties hereto have executed this contract effective on the date first above written.

APPROVED BY:

Tahoe Truckee Unified School District

Mrs. Kerstin Kramer
Superintendent Chief Learning Officer
11603 Donner Pass Road
Truckee, CA 96161-4951
P: (530) 582-2550
F: (530) 582-7606
E: kkramer@ttusd.org

EIN: 94-6003109

Date: _____

APPROVED BY:

KidZCommunity, Placer Community
Action Council, Inc.

DocuSigned by:
Denyse Cardoza
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Denyse Cardoza, Executive Director
1166 High Street
Auburn, CA 95603-5110
P: (530) 885-5437
F: (530) 885-2450
E: dcardoza@pcac-inc.org

Federal Tax ID Number: 94-1647240

7/26/2023

Date: _____

AUDITED BY:

Nancy Myers

Nancy Myers, Finance Director

Date: 7-26-2023



ATTACHMENT ONE

TTUSD agrees to:

1. Provide full day infant/toddler childcare for up to twenty-four (24) income and age eligible infants and toddlers up to age three (3) and their families as defined within the parameters listed.
 - Provide Services five days per week, unless otherwise stated by the child's Individual Family Service Plan (IFSP) which must be determined by the child's school district.
2. Maintain full enrollment following Head Start guidelines. Low enrollment will result in loss of funding.
3. Use eligible enrollment guidelines for teens with children prenatal to three, and community parents who are in school or working with children from birth to three.
4. Comply with all federal, state, and local laws affecting services covered by this contract, including compliance with requirements of the Head Start Performance Standards.
5. Work collaboratively with **KidZCommunity's** ERSEA Manager to ensure eligibility prior to a family being officially enrolled. Eligible enrollment guidelines shall be for teens with children prenatal to three, and community parents who are in school or working with children from birth to three.
6. Track each child's daily attendance and provide **KidZCommunity** with a monthly accounting (due by the 10th of each month) of each child's attendance that includes individual sign-in and sign-out sheets including specific reason(s) for absence.
7. Provide **KidZCommunity** with an annual in-kind documentation letter for the fiscal year February 1st through January 31 within 30 days of the last day of the fiscal year (January 31st).
8. Assure that all enrolled children attending the centers are current in their immunizations. Due to SB277, personal belief exemptions are no longer valid and medical exemptions must be obtained if the child's immunizations need to be waived.
9. Adhere to Head Start Performance Standards, California Compliance Review (CCR), Title IV and Title 22 which includes but is not limited to:
 - a. Ensuring that each teacher working exclusively with infants and toddlers has the responsibility for no more than four infants and toddlers (4:1 ratio), and that no more than eight (8) infants and toddlers are placed in any one group.
 - b. Meeting the staffing qualifications required by the Head Start performance standards.
 - c. Providing parent education for pedestrian safety within thirty (30) days of enrollment.
 - d. Providing a developmentally appropriate curriculum based on scientifically valid research which has standardized training procedures and curriculum materials to support implementation based on HS performance standard 1302.32.



- e. Participating in Health and Safety monitoring two (2) times a year, as scheduled, including one unannounced visit.
- f. Being in good standing with State of California licensing requirements. **KidZCommunity** should be apprised of all licensing visits, including the results of each visit.
- g. Providing **KidZCommunity** with copies of evaluation reports, e.g., Coordinated Compliance Review (CCR), Licensing visits, Child Protective Services (CPS) Reports, etc., within 5 days of visit/report. Also, providing KidZCommunity with copies of any follow-up corrective actions required.
- h. Complying with fingerprinting requirements for State licensing and Head Start.
- i. Assuring that employees and volunteers are immunized against influenza, pertussis and measles based on 2016 California Health and Safety Code, section 1596.7995. Each year each employee and volunteer are required to receive an influenza vaccination between August 1st and December 1st. Attestation of all immunizations each year will be added to the PIR report.
- j. Being inclusive of children with disabilities, consistent with their Individual Family Service Plan (IFSP) and provide an appropriate environment and adult guidance for the participation of children with special needs.
- k. Participating in the Child and Adult Care Food Program (CACFP). Forwarding all CACFP review results to **KidZCommunity** immediately upon receipt of those results.
- l. Furnishing breakfast, lunch, and snack to enrolled children in accordance with Child and Adult Care Food Program (CACFP) requirements.
- m. Assuring medically based diets or other dietary requirements will be accommodated by **TTUSD**, at the written direction of the child's health care provider.
- n. Working in conjunction with **KidZCommunity's** registered nurse and/or registered dietician to develop all necessary emergency/safety plans.
- o. Ensuring space to post relevant parent opportunities, resources and information.
- p. Participating in monitoring visits regarding comprehensive services throughout the school year. **KidZCommunity** will provide a schedule for these visits.
- q. Establishing a system of ongoing communication with the parents of children with identified health needs to facilitate the implementation of the follow-up plan.
- r. Assisting families to ensure children are up to date on age-appropriate preventative primary health which includes medical, dental, and mental health services.
- s. Collaborating with **KidZCommunity** specialists prior to submitting district/agency referrals.
- t. Ensuring program is open to parents during program hours and parents are encouraged to observe children as often as possible, as well as participate with children in group activities. Additionally, provide parents with opportunities to participate in center committees and



- policy groups. The documentation of the center committee meetings should be forwarded to **KidZCommunity** family services staff.
- u. Participating in **KidZCommunity's** required annual Program Self-Assessment and following **KidZCommunity's** adopted timeline. The Self-Assessment consists of, but is not limited to:
 - Results of Infant Toddler Environment Rating Scale (ITERS)
 - Results of Parent Questionnaire
 - Results of Child Outcomes
 - KidZCommunity Monitoring Tool
 - v. Working collaboratively with **KidZCommunity's** staff to ensure all annual Program Information Report (PIR) requirements are gathered from families by June 1st of program year.
 - w. Submitting personnel information for the PIR to **KidZCommunity's** human resource unit at the start of the school year and submitting changes and final information by June 1st.
 - x. Attending partner collaborative meetings 4 times per year as follows:
 - September 27, 2023
 - November 29, 2023
 - January 31, 2024
 - April 24, 2024
 - y. Providing **KidZCommunity** with their school calendar indicating school breaks and holidays.
 - z. Acknowledging that any large removable equipment or structures purchased by **KidZCommunity** remains the property of **KidZCommunity**. Any dissolution of this partnership will result in removal of said equipment or structures. **TTUSD** may purchase said equipment for the market value at time of dissolution of partnership.
 - aa. Ensuring that monthly and daily Health and Safety checks and monitoring are done.
 - bb. Participating in Health and Safety monitoring two (2) times a year, as scheduled, including one unannounced visit.
 - cc. Ensuring that suspension of a child is prohibited or severely limited, following the guidelines listed in 1302.17 of the Head Start Program Performance Standards.
 - dd. Ensuring that the program does not expel or unenroll a child from Head Start because of child's behavior. When a child exhibits persistent and serious challenging behaviors, the program must explore all possible steps as listed in 1302.71 of the Head Start Program Performance Standards.



- ee. Undertaking efforts to support effective transitions to other EHS programs for children currently served, including homeless families and foster children, for children who move out of the community based on HS performance standard 1302.72.
- ff. To ensure the most appropriate placement and service following participation in EHS, such programs must implement a transition plan at least six months prior to each child's third birthday. Included in HS performance standard 1302.70, EHS and HS programs must work together to maximize enrollment transitions from EHS to HS.

10. Follow the educational scope of work. (See Attachment Three)

KidZCommunity agrees to:

1. Monitor children's files, tracking systems, and provide Technical Assistance to staff as necessary.
2. Include **TTUSD** SCITC childcare staff in all **KidZCommunity** staff development opportunities to include specialized training in curriculum and family advocacy.
3. Offer forms and provide program operations manual as a reference.
4. Work in collaboration with **TTUSD** to make all appropriate referrals based on screening results, teacher observations, and parent requests. Referrals will be submitted to **KidZCommunity** following the DS1 process.
5. Provide support with all necessary emergency/safety plans.
6. Provide health resource information and ensure program specialists are available for support and technical assistance.
7. Meet on a bi-monthly basis to discuss each child's/families' health needs and requirements. Develop follow-up plans as necessary and provide services and/or resources that are responsive to each family's interests, needs, and goals.
8. Coordinate quarterly collaborative meetings to be held as scheduled.
9. Work collaboratively with **TTUSD** to inform and recruit parents for Policy Council and committee involvement.
10. Facilitate parent meetings to ensure **KidZCommunity** requirements are provided and discussed, as requested by **TTUSD**.
11. Provide technical assistance support and monitoring for all program service areas.
12. Arrange for vision, dental, and hearing screenings for all enrolled children.
13. Provide family advocate services which will include, but not be limited to:
 - a. Determining child health status and assisting families in accessing a source of health care within ninety (90) days of enrollment.



- b. Tracking each child's health care services and reporting to **KidZCommunity's** health team.
 - c. Establishing a system of ongoing communication with the parents of children with identified health needs to facilitate the implementation of the follow-up plan.
 - d. Assisting families to ensure children are up to date on age-appropriate preventative primary health which includes medical, dental, and mental health services.
 - e. Collaborating with **KidZCommunity** specialists prior to submitting district/agency referrals.
 - f. Engaging in a process of collaborative partnership-building with parents to identify family goals, strengths, necessary services, and other supportive resources. Process must include the development and implementation of an individualized partnership agreement to describe family goals, responsibilities, timetables, and strategies for achievement, as well as the inclusion of a tracking process.
 - g. Working collaboratively with parents to identify and continually access, directly or through referrals, services/resources which are responsive to families' needs, goals, and interests to include emergency or crisis assistance, education or appropriate interventions, as well as opportunities for continuing education.
14. Maintain records for program review, evaluation, audit and/or other purposes and make the records available to agents of the State for a period of five (5) years.



ATTACHMENT TWO

Based on the spring bi-annual monitoring, the following items will need to be completed by August 1st.

- All objects on shelves and/or counters above 3 feet must be removed.
- Repair outside artificial turf for tripping hazards.
- Repair splintered wood on outside planter box.
- Items on side of buildings must be removed.
- The fixed playground equipment must have a minimum of six feet of clearance space from walkways, buildings and other structures that are not used as part of the play activities.
- Exterior premises must be free of peeling paint.
- Ramp entry must be free of rust.



ATTACHMENT THREE

Educational Scope of Work

1. Developmental Screenings (ASQ/ASQ-SE): Conduct developmental screenings for children within forty-five (45) days of enrollment.
2. Desired results developmental profile (DRDP) – 3 times per year: DRDP observations should be documented in Learning Genie.
3. Home Visits and Parent Teacher Conferences
 - a. Provide each family with two (2) educationally focused home visits and two (2) parent conferences per program year.
 - b. In addition, provide ongoing opportunities for parents to increase their child observation skills and to share assessments that will be used in planning their child’s learning experience.



ATTACHMENT FOUR

**Tahoe Truckee Unified School District
Early Head Start Child Care Center
Request for Payment**

Month/Year: _____

Number of Enrolled Children: _____ (Not to exceed twenty-four)

Days of Attendance: _____

Contract Amount: \$43.02

Amount Requested: _____

Payee Name: _____

Authorized Personnel Signature: _____ **Date:** _____

Documentation Attached:

[] Individual Monthly Sign-In/Sign-Out Sheets (including absences)

Office Use Only:

Reviewed and Approved By: _____

Submit for Payment Date: _____