

## AGREEMENT

This Agreement is entered by and between Ohio Valley Educational Cooperative, Post Office Box 1249, 100 Alpine Drive, Shelbyville, Kentucky 40066, hereafter known as OVEC, and

ENTITY NAME: Spencer County Early Head Start

ADDRESS: 206 Reasor Street, Taylorsville, KY 40071

LEGAL STATUS (corporation, sole proprietorship, etc.) Public School District hereafter known as Provider.

### THE PARTIES AGREE AS FOLLOWS:

1. The initial term of this Agreement shall be from the date of execution until June 30, 2015, and it shall thereafter renew for additional one year terms unless terminated as provided in this Agreement.
2. The Provider, acting as independent contractor, shall provide full day, year round Early Head Start services to at least 8 qualifying infants and toddlers through the Early Head Start-Child Care program at no charge to the parents of the children.
3. The Provider shall at all times comply with the Head Start Program Performance Standards in all areas of service and facilities used for any of its students six weeks of age through three years old.
4. Services provided to the children enrolled pursuant to this Agreement shall be provided pursuant to *The Creative Curriculum for Infants and Toddlers* and assessed pursuant to *Teaching Strategies Gold* or such other alternative curriculum or assessment method as may from time to time be approved by OVEC.
5. The Provider shall allow OVEC staff access to its facilities as necessary for monitoring and support visits.
6. The Provider shall participate in the STARS for KIDS NOW program and submit documentation showing compliance with the program.
7. The Provider shall participate in the U. S. Department of Agriculture's Child and Family Food Program.

8. All of Provider's current teaching staff shall obtain a Child Development Associate Credential within eighteen (18) months of the date of this Agreement and any teaching staff hired after the date of this Agreement shall obtain the credential within eighteen (18) months of their date of hire.

9. No vacant slots for qualifying children shall last for more than 30 days. To ensure that it complies with this requirement, Provider shall recruit children for the program by providing information to parents and guardians of current enrollees and other interested persons and organizations and shall maintain an enrollment waiting list.

10. The Provider shall ensure that its staff participate as required in training opportunities provided by OVEC.

11. The Provider shall encourage parental involvement in the Early Head Start program.

12. The Provider shall maintain a current license to provide child care services from the Commonwealth of Kentucky and it and all of its employees shall at all times be in compliance with all local, state, and Federal requirements applicable to providing Early Head Start services.

13. The Provider shall at all times maintain liability and property loss insurance as required to maintain its license from the Commonwealth of Kentucky and shall provide certificates of insurance to OVEC as requested. To the extent that OVEC has provided equipment or supplies to the Provider pursuant to this Agreement, it shall be named as an additional insured as its interests may appear on any policy insuring against property damage.

14. For each infant or toddler room Provider transitions from nine (9) or more children to eight (8), OVEC shall pay Provider \$350 per month for each infant slot and \$350 per month for each toddler slot not filled by the Provider during the initial term and any subsequent annual renewals.

15. For each child the Provider serves pursuant to this Agreement, OVEC shall pay Provider the amount set forth below on a monthly basis within 30 days of the end of the month in which the service was rendered. The monthly amount per child shall be reduced by any subsidy received by that child as shown on the Provider's CCAP for that month, a copy of which shall be provided to OVEC at the end of each month. The amount paid by OVEC for each child shall be prorated for any child who is only enrolled for a portion of a month.

Number of children enrolled in Early Head Start program: 8

Total monthly payment: \$3,500



16. OVEC shall supply Provider the following items to enable its compliance with Head Start Program Performance Standards and the Infant/Toddler Environment Rating Scale (ITERS):

Non-movable property: Playground surfacing and fencing

Supplies and movable property: Classroom furniture, curriculum materials, storage shed, outdoor play items and technology equipment

17. OVEC shall pay each member of Provider's staff who receives a Child Development Associate Credential the sum of Twelve Hundred Dollars (\$1,200.00) within thirty (30) days of receipt of written notice and confirmation from the accrediting entity that the credential has been awarded.

18. OVEC shall provide training for Provider's owners, directors, and teaching staff in the following areas:

Head Start Performance Standards  
Creative Curriculum and Teaching Strategies Gold  
Infant/Toddlers Environment Rating Scale  
Child Development Associate Credential  
Cardiopulmonary resuscitation (CPR) and first aid  
In-classroom modelling of strategies

19. OVEC personnel shall conduct three monitoring visits per year to Provider's facility, two of which shall be after a fifteen (15) day notice and one of which shall occur without advance notice. OVEC personnel shall also make such other visits as may be necessary to assist Provider in complying with applicable standards set forth in this Agreement.

20. OVEC shall arrange health screenings for all children served by Provider pursuant to this Agreement within 45 days of the execution of this Agreement or of the child's enrollment and shall make arrangements for such further services as may be indicated by the screenings.

21. Provider shall not separate the children enrolled pursuant to this Agreement from its other students by room or otherwise and shall ensure that all services provided to students pursuant to this Agreement and to students who are the same age as those served pursuant to this Agreement comply with the standards set forth in this Agreement.

22. Either party may terminate this agreement without cause by giving the other party sixty (60) days written notice delivered to the address set forth above. OVEC may terminate this Agreement immediately for cause upon delivery of written notice to the Provider at the address set forth above. Upon notice of termination, the parties shall cooperate in making arrangements to transition students enrolled pursuant to this Agreement in other qualifying programs. Upon

termination, Provider shall return to OVEC any supplies or movable property OVEC has provided to Provider and shall reimburse OVEC for the following percentages of OVEC's costs for any non-movable property installed at Provider's facility: if termination occurs during the initial term, one hundred percent (100%); within the first annual renewal term eighty percent (80%); within the second annual renewal term sixty percent (60%); within the third annual renewal term forty percent (40%); and within the fourth annual renewal term twenty percent (20%).

23. The obligation of OVEC to make payments to the Provider under this Agreement is at all times subject to the receipt of grant funds committed to OVEC by the U. S. Department of Health and Human Services. Should full funding not be received by OVEC at any time during the term of this Agreement or any extension thereof, OVEC may in its sole discretion revise the amounts payable to Provider for services rendered after the date upon which OVEC notifies Provider in writing of the change in the funding received by OVEC.

24. This Agreement, and the Head Start Performance Standards, Creative Curriculum and Teaching Strategies Gold, and Infant/Toddler Environment Rating Scale, as they may from time to time appear and which are incorporated into it as if fully set forth herein, constitute the entire agreement of the parties which may not be modified except in a writing signed by the parties.

WITNESS the signatures of the parties by their authorized representatives:

OHIO VALLEY EDUCATIONAL COOPERATIVE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PROVDER: Spencer County Early Headstart

By: Todd Russell

Title: DOE / Preschool Coordinator

Date: 6/4/15

Director of Child Care Services for Spencer Co. DOE.

6/4/15