Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	I-1

Title

Contract and Memorandum of Understanding with Ninth District Opportunity, Inc.

Requested Action

Board Approval of Superintendent's Recommendation for Approval of Contract and Memorandum of Understanding with Ninth District Opportunity, Inc. for October 1, 2016 through September 30, 2017

Summary Explanation and Background

The Cherokee County Board of Education and the Ninth District Opportunity, Inc. (NDO) have entered into an annual contract to operate the Head Start and Pre-K program at the Ralph Bunche Center dating back to 1973. Johnston ES Preschool (formerly Little River Preschool) was added SY 2009-10. Effective October 1, 2016 this contract will provide for a continuation of this program at these two locations. By engaging in this joint venture, the Cherokee County Board of Education provides critically needed educational opportunities for 74 Head Start students.

Major System Priority

Increased Accountability

Financial Impact

CCSD in-kind funding is $369,336 for facility use and maintenance

Exhibits: (List)

Copy of Proposed Contract and Memorandum of Understanding

Board Action	Source of Additional Information
(For Official School Board Records Only)	Dr. Brian V. Hightower (770) 479-1871 Trey Olson (770) 479-1871 Donna Adams (770) 479-4744

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

NINTH DISTRICT OPPORTUNITY, INC.
Gainesville, Georgia

CONTRACT

THIS CONTRACT, entered into as of this 7th day of June, 2016, by and between NINTH DISTRICT OPPORTUNITY, INC., of the County of Hall, State of Georgia, (hereinafter referred to as "NDO") and Cherokee County Board of Education, State of Georgia, (hereinafter referred to as the "Board").

WITHNESSETH THAT:

WHEREAS, NDO on the 1st day of October, 2016, receives a Grant under the DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR CHILDREN AND FAMILIES (hereinafter referred to as "ACF"), and

WHEREAS, pursuant to said Grant NDO is undertaking certain activities, including operating a Head Start Program; and

WHEREAS, NDO desires to engage the Board to provide certain staff for such undertaking;

NOW THEREFORE, NDO and the Board do mutually agree as follows:

1. NDO shall operate a Head Start Program for 74 children under the conditions as set forth in the above mentioned Grant plus the terms and conditions contained in the Contract.

2. The Parties agree to accept all children for participation within the Head Start Program without regard to gender, race, political affiliation, age, national origin or handicapping condition.

3. Certain privacy laws exist relative to student information and student records, and due to the need to maintain the privacy interests of students, the Parties agree not to discuss, divulge, disclose or disseminate the contents of any student record, nor divulge to anyone any issues or matters which could be deemed student information. Specifically, the Parties agree to be bound by the confidentiality provisions set forth in the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. Section 1232 (g).

4. This Contract shall begin on the 1st day of October 2016, and shall terminate no later than the 30th day of September, 2017.

5. Individuals who serve as teachers in the Head Start program must hold a baccalaureate, or advanced degree in early childhood education; or a baccalaureate, or advanced degree in a field related to early childhood education, with experience in teaching preschool children. Teaching assistants must hold a minimum of a preschool child development associate (CDA) as required in the Head Start Act of 2007. **Failure to**

comply with this requirement will result in the person no longer working in the Head Start program.

6. Persons employed by the Board for the Head Start Program under this Contract shall be employees of the Board, but must adhere to conditions in Paragraph 5 relating to qualifications of teaching staff. The Board shall have complete control over the hiring and firing of the employees with approval from the Head Start Policy Council. Such employees must adhere to all Board policies and procedures and in addition, are subject to the requirements set forth in the Head Start Performance Standards and the 2007 Head Start Act. The reimbursement of employees' wages, salaries, bonuses and fringe benefits by NDO to the Board out of funds allocated under this Contract to the project is a bookkeeping or administrative function only and shall not be deemed to be an employer related function. Such payments shall be made directly to the Board as set forth in Paragraphs 7 & 8 of this Contract. The Board shall pay the respective employees of the Head Start Program under this Contract.

7. Payroll reimbursement to the Board by NDO shall be as follows:

Immediately following the preparation and distribution of payroll checks, the Board will summarize on the Invoice and Progress Reports Form, the Board's actual costs for gross wages paid, employer's portion of FICA where applicable, group insurance where applicable, retirement, the estimated cost of Workmen's Compensation insurance and the estimated cost of state unemployment benefits. The Invoice and Progress Report Form must be submitted to NDO on a monthly basis. All invoices must be received by NDO on, or before, September 21, 2017.

NDO will, within ten (10) working days from the date of receipt of such Invoice and Progress Report, forward a check to the Board in payment of the costs reported as above. The Board in accepting such payment will assume full responsibility for payment of actual costs, as they occur, and the Board will receive no additional reimbursement nor will NDO receive any refunds for costs related to the period specified.

The Board will furnish individual time sheets for the related period, prior to, or at the same time Invoice and Progress Reports are forwarded to NDO.

The Parties agree that payment and reimbursement of wages shall be in accordance with applicable state and/or federal laws including but not limited to the Fair Labor Standards Act.

8. It is expressly understood and agreed that the total amount of federal funds allocated for employee expenses for the Cherokee County Head Start Program is $407,697. The following amounts are allocated to the following purposes:

a. Personnel	$281,170
b. Fringe Benefits	$126,527

The above mentioned funds are to be used for the following positions:

- 3 Teachers - 40 hours per week for 38 weeks
- 1 Teacher - 15 hours per week for 38 weeks
- 1 Curriculum Director - 35 hours per week for 50 weeks
- 3 Assistant Teachers - 40 hours per week for 38 weeks
- 1 Assistant Teacher - 8 hours per week for 38 weeks
- 2 Family Partners - 35 hours per week for 52 weeks
- 1 Administrative Assistant - 25 hours per week for 38 weeks
- 1 Cook - 30 hours per week for 37 weeks
- Substitutes as needed

9. The Board will contribute $369,336 toward the expenses of the program. Such contribution shall be in cash in the amount of $0 and/or In-Kind in the amount of $369,336. Such records and accounts deemed necessary for the accounting for In-Kind shall be maintained by NDO. Said In-Kind contribution shall consist of:

- Ralph Bunche - 11,278 sq. ft. classroom & office space @ $12.00/sq. ft. $135,336 ($11,278/month)
- Johnston Elementary - 15,600 sq. ft. classroom & complimentary space @ $15.00/sq. ft $234,000 ($19,500/month)

10. NDO shall provide bookkeeping services, technical, advisory and administrative services. Bookkeeping services shall include the reimbursement to the Board for the Head Start employees' wages, salaries, and fringe benefits from funds allocated to the Board under this Contract. Such payment shall be an administrative or bookkeeping function only and not an employer/employee related function.

11. The Board shall maintain personnel records and accounts, as are deemed necessary by NDO or the Director of ACF to assure a proper accounting of these funds. These records will be made available for audit purposes to NDO, the ACF, or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by both NDO and the Director of ACF.

The Parties agree that confidentiality of personnel records shall be maintained in accordance with state and federal laws including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

12. NDO may, from time to time, request changes in the scope of the services of the Board to be performed hereunder. Such changes including any increase or decrease in the amount of the Board's compensation, which are mutually agreed on by and between the Parties, must be incorporated in written amendments to this Contract.

13. If the Board fails to comply with its obligations under this Contract, NDO shall have the right to terminate this Contract by giving 30 days prior written notice to the Board of such termination. However, the Board will have 30 days from receipt of such notice to cure the noncompliance. In the event of termination by NDO, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Board under this Contract shall, at the option of the NDO, become its property, and the Board shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Board shall not be relieved of liability to NDO for damages sustained by NDO by virtue of any breach of the Contract by the Board and NDO may withhold any reimbursement for the purpose of set-off until such time as the exact amount of damages due NDO from the Board is agreed upon or otherwise determined.

14. The Board may terminate this Contract absolutely and without further obligation on the part of the Board at the end of the Contract year by providing 30 days written notice to NDO.

15. NDO will indemnify and save harmless the Board from any and every claim or demand of every kind or charter which may ever be asserted by reason of any injuries, illnesses, or diseases, or the effects of consequences thereof, or damage to property or person, which may arise due to the actions of NDO, its agents, servants or employees, on or off the premises occupied by NDO.

16. The Board, to the extent permitted under Georgia law and without waiving any immunities, herby agrees to indemnify and hold harmless NDO from and against any liability of damage NDO may incur, including reasonable attorney's fees, as a result of claims, demands, costs or judgments, of any kind or nature, by anyone whomsoever, arising out of, or otherwise connected with, this Contract, or the operation of any program as provided for herein.

17. The Board shall make financial and other reports as requested by NDO or the appropriate U.S. Agency, and will assist with arranging for on-site inspections by the appropriate U.S. Agency representatives at the request of either. NDO shall make financial, program progress, and other reports to the Board as requested.

Cherokee County Board of Education	Ninth District Opportunity, Inc.
BY:_____	BY: Janice A. Ruby
TITLE: School Superintendent	TITLE: Executive Director
ATTEST:_____	ATTEST: Kay Lewis
TITLE:_____	TITLE: Head Start Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
NINTH DISTRICT OPPORTUNITY, INC.
AND
CHEROKEE COUNTY BOARD OF EDUCATION

This Memorandum of Understanding entered into on the 7th day of June, 2016 by and between Ninth District Opportunity, Inc. – Head Start/Pre-K and Cherokee County Board of Education for the purpose of improving the availability and the quality of services for children, ages three and four, and their families; to support children's optimal development and readiness for school entry; to address the unique strengths and needs of the local population, such as disabled, homeless, migrant, or non-English speaking families and to enhance linkages and relationships to reduce duplication of services.

Recognizing the need to provide appropriate educational and instructional services to eligible children in their respective jurisdictions, Ninth District Opportunity, Inc. and Cherokee County Board of Education wish to establish an enduring cooperative working relationship.

A. Ninth District Opportunity, Inc. – Head Start/Pre-K agrees to:

(1) Place priority on serving those children in the community who are most in need of service.
(2) Provide six dedicated Head Start slots for eligible disability children to be filled on or before ten days prior to the first day of school. More than six slots will be available providing that permission is obtained from the Head Start Director.
(3) Notify the Board of Education of enrollment vacancies.
(4) Provide screening and/or assessment information (with parental permission) as data to be considered when referring children with suspected disability to the school system.
(5) Share with the Board of Education by December 1, 2016 the number of children diagnosed with a disability and receiving services.

B. Cherokee County Board of Education agrees to:

(1) Refer eligible preschool children and their families to the Head Start/ Pre-K program.
(2) Provide training/technical assistance to Head Start/Pre-K staff working with children with disabilities
(3) Provide full and individual diagnostic evaluations and services, including all related services, to any enrolled child who is eligible for services under PL 108-446 and IDEA within the deadlines stated in such. The evaluation and eligibility determination shall be completed within 60 calendar days from the school

system's receipt of the parent's signed consent for evaluation, excluding holidays and other circumstances when students are not in attendance for at least five consecutive days.

(4) All disability services personnel provided to Head Start/Pre-K children will be provided by, or under the supervision of, personnel meeting State qualifications.

C. Ninth District Opportunity, Inc. – Head Start/Pre-K and the Cherokee County Board of Education jointly agree to:

(1) Create and maintain a meaningful partnership to promote school readiness so that preschool age children may receive comprehensive services to prepare them for elementary school and to address any potential "achievement gap."
(2) Develop successful linkages within the context of No Child Left Behind Act of 2001, the Head Start Act (2007), and Georgia legislation, policies and procedures.
(3) Conduct outreach to parents and school personnel (including special education and kindergarten teachers) to discuss the educational, developmental, and other needs of individual children. Screening, diagnostic and assessment information will be shared between the agencies with the written permission of the child's parents.
(4) Collaborate on the provision of an interagency delivery of service for each age appropriate child, when it is deemed appropriate and permissible by both agencies and the child's parents that such collaboration is in the best interest of the child.
(5) Jointly develop and implement an IEP for each child served by both agencies within 30 days of eligibility diagnosis.
(6) Establish comprehensive transition policies and procedures that support children transitioning to school, including a systematic procedure for transferring, with parental consent, Head Start/Pre-K program records for each participating child to the school in which such child will enroll.
(7) Share training and staff development activities, as appropriate, when feasible and otherwise permissible on topics such as Head Start Early Learning Outcomes Framework, Georgia Early Learning and Development Standards and Georgia Kindergarten Performance Standards, instructional methods, curricula, social and emotional development and transitioning to kindergarten.
(8) Link the services provided in the Head Start/Pre-K program with educational services, including services relating to language, literacy, and numeracy, provided by the Cherokee County Board of Education.
(9) Generate support and leverage the resources of the entire local community in order to improve school readiness.
(10) Coordinate efforts to identify and meet the needs of homeless children and families in the community as set forth in the McKinney-Vento Homeless Assistance Act.
(11) Assist parents to understand the instructional and other services (including special education services and services for children with limited English proficiency) provided by the school in which their child will enroll and encourage parental involvement in their child's academics after participation in the Head Start/Pre-K program.
(12) Collaborate in the data collection and reporting requirements of each entity.
(13) Respect the uniqueness of each locality's needs and resources.

(14) All acknowledge confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, or personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by public agencies. It is the intent of this agreement to ensure that parents have the rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed.

All provisions of the Memorandum of Agreement shall be construed in accordance with the laws of the State of Georgia, the policies of the Cherokee County Board of Education and in accordance with all legal and other prescribed regulatory requirements applicable to Ninth District Opportunity, Inc. – Head Start/Pre-K.

This memorandum of understanding shall be in effect as of October 1, 2016, and shall continue for the period ending September 30, 2017. This memorandum of understanding may be terminated by either party upon 60 days written notice to the other party.

Ninth District Opportunity, Inc.

Janice A. Riley 6/10/16

Janice A. Riley Date
Executive Director

Attest: Kay Laws

Cherokee County Board of Education

Dr. Brian V. Hightower Date
Superintendent

Attest: _____