



Contract
For Head Start Education and Early Childhood Development Services
By
Brckett Independent School District

This Contract is entered into by and between AVANCE-San Antonio, Inc., (hereinafter referred to as “AVANCE-San Antonio”), a non-profit corporation and Brckett Independent School District (hereinafter referred to as “Contractor”) to set forth the objectives, understandings, and agreements between the Parties in connection with the use of Head Start grant funds as described herein.

WITNESSETH:

WHEREAS, AVANCE-San Antonio has received a grant pursuant to the Head Start Act (42 U.S.C. 9801 et seq.) (the “Grant”) for the purpose of providing Head Start services to children and families in the counties that make up the designated Head Start Service Area: Uvalde, Kinney, Real, Edwards and Zavala Counties; and

WHEREAS, AVANCE-San Antonio is authorized by the U.S. Department of Health and Human Services (“HHS”), Administration for Children and Families (“ACF”), and desires, to execute an agreement with Contractor to provide Head Start Education and Early Childhood Development services to Seventeen (17) four (4) year old children residing in the Brckett ISD (hereinafter referred to as the “Program”); and

WHEREAS, AVANCE-San Antonio has adopted a budget for the expenditure of Head Start Grant Funds (hereinafter referred to as “Grant Fund”) in the amount of \$44,523 (\$2,619 per child) for Contractor to provide said proposed Head Start services; and

WHEREAS, Contractor desires, and is appropriately licensed and qualified, to enter into this Contract with AVANCE-San Antonio and agrees to deliver the designated services in accordance with applicable Head Start Program Performance Standards and other requirements more fully set forth below;

NOW THEREFORE, is considered of the mutual promises and covenants herein contained and intending to be legally bound hereby, AVANCE-San Antonio and Contactor agree to follows;

The Parties hereto agrees as follows:

A. SCOPE OF WORK

- 1.1** The Contactor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to AVANCE-San Antonio and in compliance with the Contractor’s Scope of Work, affixed hereto and incorporated herein for all purposes as

Attachment I, this Contract, and the Terms of the Grant (hereinafter defined). If the terms of this Contract are inconsistent or in conflict with applicable Terms of the Grant, the stringent requirements set forth in this Contract, in which case the terms imposing the most stringent requirements upon the Contractor shall control.

1.2 For purposes of this Contract, the terms listed below shall have the following meanings:

(A) “Terms of the Grant” shall mean all requirements of the Grant, whether contained in the Head Start Act, as amended by the Improving Head Start for School Readiness Act of 2007 (42 U.S.C. §9801, et seq.), or other applicable statutes, implementing regulations (e.g., 45 C.F.R. §1301 et seq. (the “Head Start Performance Standards” or “Performance Standards”) and 45 C.F.R. Part 74 or 45 C.F.R. Part 92, as applicable), rules, Executive Orders, the award document from U.S. Department of Health and Human Services (“HHS”) to AVANCE-San Antonio, Inc., Relevant HHS Directives, or elsewhere, including, but not limited to circulars, Program Instructions, Information Memorandums and Policy Clarifications, AVANCE-San Antonio, Inc. policies and procedures applicable to the Head Start Program, as such requirements exist as of the date of this Contract and as such requirements may be established or modified (by amendment, deletion, addition or otherwise) during the period of the Contract.

(B) “Relevant HHS directives” shall mean regulations, manuals, guidelines, or other oral or written directives of HHS or any subdivision thereof, including the Administration for Children and Families, Head Start Office, the Program Operations Division and ACF Region VI, as such regulations, manuals, guidelines, or other oral or written directives shall be made applicable to the Grant or Grantee.

1.3 Contractor shall establish and implement policies and procedures governing personal, financial management, and programmatic management, as specified more fully in 45 C.F.R. Part 1301 Et. Seq. and/or 45 C.F.R. Part 74 or 45 C.F.R. Part 92, as applicable. Such policies and procedures shall be consistent with the Terms of the Grant, the policies and procedures approved by the Grantee’s Policy Council and Governing Body, and content and service plans.

1.4 AVANCE-San Antonio retains the authority to contract with third-parties for the delivery of other Head Start services in the Head Start designated service area: Uvalde, Kinney, Real, Edwards and Zavala Counties. Contractor agrees to allow AVANCE-San Antonio access to the facilities owned by Contractor wherein said services are provided. Contractor agrees that, notwithstanding the fact that another Head Start service provider under AVANCE’s Head Start program may be contracted to provide a category of services, Contractor, under the leadership of its program are provided the full array of services to which the children are entitled under the Terms of the Grant.

II. TERM

- 2.1** Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on August 1, 2012 and shall terminate on June 30, 2013.

III. CONSIDERATION

- 3.1** In consideration of the services to be delivered by Contractor, AVANCE-San Antonio will reimburse Contractor a total amount not to exceed \$44,523 (“the Federal Share”) to provide Education and Early Childhood Development services as outlined in this contract during the specified period for costs incurred in accordance with the approved Program Budget. Additionally, Contractor’s Program Budget shall be comprised of the Federal Share and Non-Federal Share. The Non-Federal Share shall be no less than 25% of the total Federal Share Budget. Should Contractor fail to raise all of the non-Federal Share funds, \$11,131, AVANCE-San Antonio reserves the right to limit its reimbursements to Contractor proportionately. The Non-Federal Share must meet the requirements of 45 C.F.R §74.23 or §92.24, as applicable.
- 3.2** Prior to commencement of any services, Contractor shall submit to AVANCE-San Antonio for its approval a monthly budget by line item, along with its program budget, including detail by cost category. If the Contractor’s budget is not submitted to AVANCE-San Antonio for approval prior to the beginning of the contract period, AVANCE-San Antonio reserves the right to redirect Contractor’s funding as necessary. Contractor’s budgeted administrative costs (as defined by 45 C.F.R. §1301.32) shall not exceed 8% of the Program Budget, unless the total Program Budget is modified in accordance with this Contract in which case this amount shall be reduced proportionately unless the Parties otherwise agree.
- 3.3** Approval required. Contractor shall seek and obtain AVANCE’s prior written approval before making budget modification if:
- (i) the shift is from one budget category to the next; or
 - (ii) the shift is made on or after June, 2013 or
 - (iii) the shift exceeds ten percent (10%) of the total value of the category; or
 - (iv) the cumulative total of the proposed line item shift and all prior line item shifts made without AVANCE-San Antonio’s approval exceeds ten percent (10%) of the total value of the category; or
 - (v) Contractor must make the shift within thirty (30) days; or
 - (vi) AVANCE would require obtaining (HHS) approval for the proposed expenditure under applicable federal rules and policies.
- 3.4** Contractor understands and agrees that should Contractor fail to meet or maintain its funded enrollment level as set forth in the Scope of Work, AVANCE-San Antonio may reduce Contractor’s funding by an amount equal to the difference between funded and actual enrollment at the per capita rate.

- 3.5** The funding level of this Contract is based on an allocation from the following funding sources:

U.S. Department of Health and Human Services (HHS) – Head Start Funds Catalog of Federal Domestic Assistance # 93.600

Consequently, Contractor agrees to comply with Terms of the Grant and the Scope of Work, affixed hereto and incorporated herein for all purposes as Attachment I.

- 3.6** It is expressly understood and agreed by AVANCE and Contractor that AVANCE-San Antonio's obligations under this Contract are contingent upon the actual receipt of adequate grant funds from HHS to meet AVANCE's liabilities hereunder. This Contract may be terminated by AVANCE-San Antonio if HHS terminates AVANCE-San Antonio as a grantee or reduces the amount granted to AVANCE-San Antonio, for any reason; provided that if the reduction of grant funds does not result in complete unavailability of such funds, the Parties will use best efforts to amend this Contract accordingly. AVANCE-San Antonio will promptly notify Contractor of any such HHS action.

IV. PAYMENT

- 4.1** Contractor agrees that this is a cost reimbursement contract and that AVANCE-San Antonio said liability hereunder is limited to making reimbursement for allowable costs incurred as a direct result of services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs, which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Article X hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved Budget and the most recent line item budget developed and approved, if required, in accordance with the procedure set forth in Section 3.3. In no event shall AVANCE-San Antonio be liable for any costs of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to AVANCE-San Antonio within ten (10) days after AVANCE-San Antonio makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) days may, at AVANCE-San Antonio's option, be subject to offset against future funding obligations.
- 4.2** Contractor agrees that AVANCE-San Antonio shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor).
- 4.3** Contractor shall maintain a financial management system, and acceptable accounting records in accordance with 45 C.F.R. §74.20 et seq. or §92.20 et seq, as applicable, and that provide for:

- (A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;
- (B) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain a separate numbered account for all funds received and disbursed through this Contract;
- (C) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by AVANCE-San Antonio, financial information should be related to performance and unit cost data;
- (D) procedures to minimize the time elapsing between the transfer of funds from AVANCE-San Antonio and the disbursement of said funds by the Contractor;
- (E) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Article X hereof, and the terms of the award, grant, or contract, with AVANCE-San Antonio;
- (F) accounting records that are supported by source documentation (i.e., timesheet, employee benefits, professional services agreements, purchases, and other documentation as required by AVANCE-San Antonio. Contractor shall maintain records and shall meet necessary requirements under Generally Accepted Accounting Principles [GAAP]; and
- (H) accounting system based on generally acceptable accounting principles which accurately reflect all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.4 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

4.5 Contractor shall establish, and abide by a cost allocation methodology and plan which ensures that AVANCE-San Antonio is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project or funded by this Contract and which incorporates the drawing down and use of State Pre-Kindergarten funding to compensate its employees supporting the Head Start program in accordance

with the mandates and standards set forth by the Head Start program. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the Program so as to assure Head Start grant funds provided hereunder do not subsidize other program(s). Contractor shall provide AVANCE-San Antonio (i) a matrix identifying the shared use of such facilities and/or program services; and (ii) the Cost Allocation Plan and supporting documentation, along with its Budget, financial statements and audit that are applicable to the Contractor's Project. AVANCE-San Antonio shall have the right to approve the Cost Allocation Plan.

- 4.6** Contractor agrees to reimburse AVANCE-San Antonio for any Contractor overpayment based upon reconciled adjustments resulting from Contractor's balance and/or Statement of Revenue and Expenditure sheet as of June 30, 2013, which balance or Statement sheet shall be due to AVANCE-San Antonio no later than July 15, 2013. Reimbursement shall be made within 20 calendar days of written notifications to Contractor of the need for reimbursement.
- 4.7** Upon expiration or early termination of this Contract, or at any time during the term of this contract, all unused funds, rebates, advances exceeding allowable costs, or credits on-hand or collected thereafter relating to the Project, shall be immediately returned by Contractor to AVANCE.
- 4.8** Upon execution of this Contract or at any time during the term of this Contract, AVANCE's Financial Director, or a person designated by AVANCE's Executive Director may review and approve all Contractor's system of internal accounting and administrative controls prior to the release of funds hereunder.
- 4.9** Contractor may, to the extent possible, offer pre-kindergarten services to students who do not qualify for Head Start services ("Non-qualifying Students"). Contractor will not receive reimbursement from AVANCE-San Antonio for Non-qualifying Students. Non-qualifying Students may participate in combined learning activities with Head Start qualifying students ("Qualifying Students") at the discretion of Contractor.

V. ADMINISTRATION OF CONTRACT

- 5.1** The Contractor agrees to comply with all the terms and conditions that AVANCE must comply with in its award document from HHS. From time to time, the award document may be amended or supplemented.
- 5.2** In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the Executive Director or a representative of AVANCE and the parties ultimately responsible for all matters of compliance with HHS and AVANCE rules and regulations, shall have the final authority to render or secure an interpretation.

- 5.3 Contractor shall not use funds awarded from AVANCE as matching funds for any federal, state or local grant.

- 5.4 AVANCE shall have the authority during normal business hours to make physical inspections to all operating facilities occupied to administer this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.
- 5.5 The Contractor Board of Directors or Board of Trustees, as applicable, and Contractor's Management staff shall adopt and approve an Employee Integrity Policy and internal program management procedures, and require all staff to abide by these and the Head Start standards as established in the HHS regulations, to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These policies and procedures shall require repayment of stolen or erroneously received grant funds or property of to the Contractor, or to the applicable Head Start service provider from whom the grant funds or property was received or stolen, if other than the Contractor, and shall specify any other consequences to Contractor's employees and vendors involved in such illegal activities and may include but not be limited to termination and prosecution where necessary. Said policies and procedures shall be provided to AVANCE upon request. In the event that AVANCE finds the policies and procedures to be lacking, the AVANCE may recommend revision.
- 5.6 Contractor agrees to comply with the following check writing and handling procedures:
- (A) No blank checks are to be signed in advance;
 - (B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed Contractors maximum per check limit. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed \$500.00 for any given calendar month during the term of this Contract. Such requests for petty cash must be supported by the submission of an original receipt.
 - (C) Checks issued by AVANCE to the Contractor shall be deposited into the appropriate bank account no later than three (3) business days of Contractor's receipts of each such check, and shall never be cashed for purpose of receiving the face amount back. If such check(s) are not deposited within three (3) business days from the date of issue, such checks shall be investigated by AVANCE and stop-payment orders issued, as applicable. Upon cancellation of any outstanding check, if deemed appropriate by AVANCE, such check may be reissued to the Contractor or if deemed by AVANCE not to be a valid expense, such check shall be immediately returned to AVANCE.
 - (D) For checks other than petty cash reimbursement, Contractor shall adopt and comply with a policy requiring no less than two (2) signatures of authorized

representative of Contractor on each check. Contractor understands and agrees that Contractor's reimbursement is subject to compliance with this provision of the Contract.

- 5.7 Contractor agrees to provide AVANCE with a copy of all proposed communications to the public as it may relate to AVANCE implementation of the AVANCE's Head Start Program model, the transition of Head Start contracts or transition of the Head Start Program, and to obtain AVANCE's approval prior to dissemination.
- 5.8 Contractor is prohibited from charging fees or soliciting donations from Head Start parents as part of any Head Start related activity.

VI. AUDIT

- 6.1 In accordance with the provisions of 45 CFR 1301.12 and 1301.13, Contractor is required to obtain an independent audit of all Head Start funds at the end of Contractor's fiscal year. A complete copy of the audit must be submitted to AVANCE-San Antonio annually and to any other reporting agency as may be required by the Office of Head Start. Contractor may follow the single audit act, and must ensure that the funds subject to this Agreement are included in the audit. The audit shall be submitted to AVANCE-San Antonio within thirty (30) days after its presentation to Contractor's governing body or completion by the auditor, whichever comes first. In all cases, the Audit must be submitted to AVANCE-San Antonio not more than six months after the end of Contractor's fiscal year.
- 6.2 Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the AVANCE-San Antonio within a period of ten (10) days upon the Contractor's receipt of the report.
- 6.3 AVANCE-San Antonio reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by AVANCE-San Antonio. AVANCE-San Antonio's audit staff, a Certified Public Accountant (CPA) firm, or other personnel as designated by AVANCE-San Antonio, may perform such audit(s) or reviews. AVANCE-San Antonio reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to AVANCE-San Antonio all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by AVANCE-San Antonio and/or the applicable state or federal governing agency or any

other auditing entity, make available books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of four (4) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract termination, save and except there is litigation or if the audit report covering such agreement has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books used by Contractor in accounting for expenses incurred under this Contract, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by AVANCE-San Antonio and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs, including the ability to submit additional documentation if required.

Should any expenses or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will immediately refund such amount to AVANCE-San Antonio no later than thirty (30) days from the date of notification of such disapproval or disallowance by AVANCE-San Antonio. At its sole option, the CEO may instead deduct such claims from subsequent reimbursements. If Contractor is obligated under the provisions hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to AVANCE – San Antonio by check, cashier's check or money order.

Contractor agrees and understands that all expenses, fees, fines and penalties associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract. Delinquent debts that would otherwise be identified as allowable costs may be paid with Project funds with approval of the CEO.

If AVANCE-San Antonio determines, in its sole discretion, that the Contractor is in violation of the above requirements, AVANCE-San Antonio shall have the right to

dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-AVANCE-San Antonio resources.

VII. RECORDS, REPORTING, MONITORING AND INTELLECTUAL PROPERTY

- 7.1 In addition to those listed in this Contract, the Contractor shall submit to the AVANCE any and all reports as may be required by HHS or AVANCE. Contractor shall incorporate and use any AVANCE approved tracking or information system (e.g. PROMIS) for the delivery of comprehensive Head Start Services and collect, input and update all data in accordance with AVANCE's planned timeline to ensure the reporting of accurate and consistent information to HHS.
- 7.2 Additionally, Contractor shall maintain and furnish to AVANCE the following financial and programmatic information and reports, in such forms as AVANCE may prescribe, as required under the Head Start Act, as amended, and 45 C.F.R. Part 74 or 45 C.F.R. Part 92, as applicable;
- a) Daily Attendance and End of the Month Enrollment (EOM) report containing the information for the preceding month shall be submitted by the 1st day of every month;
 - b) Classroom/Site Set up Information Report shall be submitted at the beginning of each program year or any time there are changes to the classroom/site set up;
 - c) Disability Services Monthly report shall be submitted by the 15th day of every month;
 - d) Head Start Contractor report to Head Start Policy Council shall be submitted on a monthly basis;
 - e) The total amount of public and private funds received by Contractor and the amount from each source;
 - f) Financial Reports showing all actual and/or projected costs of Program, and explanation of budgetary expenditures, Program Income, Non-Federal Share amounts;
 - g) The results of the most recent financial audit;
 - h) Reports showing employee credentials and a list of personnel serving to satisfy Contractor's in-kind non-Federal Share requirements;
 - i) Reports showing the wage of each employee;

- j) Child Development Outcomes Progress Report shall be submitted to AVANCE as directed or requested by the AVANCE; and
- k) Any other information requested by AVANCE.

Contractor shall maintain all applicable and appropriate supporting documentation of costs, including but not limited to, payroll records, invoices, contractors, or vouchers, and make these available to AVANCE upon request.

- 7.3 Contractor shall provide to the AVANCE all current information requested and relating to the Contractor's Board functions, including but not limited to:
 - (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
 - (B) (C) Names and terms
of Officers; (D)
 - (E) Schedule of anticipated board meetings for current Fiscal Year;
 - (F) Board Agenda, related to the Head Start Program to be submitted upon request at least three (3) business days prior to each Board meeting. Prior to the time of posting, Contractor's administration shall attempt to notice AVANCE when a Head Start program item is anticipated to be placed on the agenda;
 - (G) Minutes of every board meeting related to the Head Start Program.
- 7.4 AVANCE reserves the right to request Contractor to provide additional records for travel expenses, long distance calls, faxes, internet services, cell phone calls, or other electronic communication devices charged to the budget associated with this contract.
- 7.5 Contractor shall report all notices served, violations found or complaints filed with regard to licensing, or lack thereof, of Contractor's classrooms or campus within twenty-four (24) hours of receipt of the notice, violation or complaint.
- 7.6 Contractor shall comply with Head Start Performance Standards (Head Start regulations), and all applicable Federal, State and Local laws relating to child safety. Contractor must establish and implement policies and procedures to respond to medical, dental and other emergencies with which all staff should be familiar and trained. These policies and procedures must include, among other things, methods of notifying parents in the event of an emergency involving their child(ren) and established methods for handling cases of suspected or known child endangerment, abuse or neglect that are in compliance with applicable Federal, State, or Local laws. Contractor shall notify AVANCE immediately, but no later than 24 hours, of any

instances of actual or suspected cases of child endangerment, neglect, or abuse, or in case of a program emergency or likely negative media coverage.

- 7.7 Within a period not to exceed forty-five (45) calendar days after the expiration or early termination date of the Contract, Contractor shall submit all final client and all required deliverables to AVANCE. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to AVANCE a receipt for all sums and a release of all claims against the Project.
- 7.8 Contractor shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Contract or the Grant in accordance with the official records retention schedule established any amendments thereto, or for such period as may be specifically required by 45 C.F.R. §74.53 or 45 C.F.R. §92.42, as applicable, whichever is longer. Notwithstanding the foregoing, Contractor shall maintain all Contract related documents for no less than four (4) years from the date of AVANCE submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, Contractor agrees to maintain the records until the end of the four (4) year period or until audit, litigation, or other action is completed, whichever is later. Records for real property and equipment acquire with Head Start funds shall be retained for four (4) years after final disposition.
- 7.9 Contractor shall make available to AVANCE, HHS, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Contractor's facility and to Contractor's personnel for the purpose of interview and discussion related to such documents. To the extent allowed by law, Contractor shall, upon request, transfer certain records to the custody of AVANCE or HHS when AVANCE or HHS determines that the records possess long-term retention value.
- 7.10 The Contractor agrees to incorporate and use any AVANCE approved tracking or information system for the delivery of comprehensive Head Start Services. Contractor shall enter current, accurate and complete client data.
- 7.11 AVANCE is assigned monitoring, fiscal control, and evaluation of certain projects funded by the HHS or Grant Funds, including the Project covered by this Contract. Therefore, Contractor agrees to permit AVANCE and/or HHS to evaluate, through monitoring, reviews, inspection or other means, the quality appropriateness, and timeliness of services delivered under this Contract and to assess Contractor's compliance with applicable legal and programmatic requirements. At such times in

such form as may be required by the AVANCE, the Contractor shall make available to AVANCE and the Grantor of the Grant Funds, if applicable, such statements, reports, records, personnel files (including any criminal background check as required by Head Start regulations), client files, data, all policies and procedures and information as may be requested by AVANCE and shall permit to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Contract. Contractor agrees that the failure of AVANCE-San Antonio to monitor, to evaluate, or provide guidance and direction shall not relieve the Contractor of any liability to AVANCE-San Antonio for failure to comply with the Terms of this Contract.

- 7.12 AVANCE-San Antonio may, at its discretion, conduct periodic, announced monitoring visits to ensure program and administrative compliance with Head Start Performance Standards and with Program goals and objectives for the contract period. AVANCE reserves the right to make unannounced visits to Contractor Program sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery.
- 7.13 Contractor understands that AVANCE-San Antonio will inform Contractor in a timely manner of the findings of any such review or monitoring; specifically any default under the Contractor or deficiencies in performance, to the Contractor and will inform Contractor, in writing, of program strengths and weaknesses and specify a deadline for corrective action when necessary. AVANCE-San Antonio will assist Contractor in finding solutions for Program improvement if and as appropriate.
- 7.14 Unless otherwise provided herein, all reports statements, records, data, policies, and procedures or other information requested by AVANCE-San Antonio shall be submitted by Contractor to AVANCE-San Antonio within three (3) working days of the request. In the event that Contractor fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, AVANCE-San Antonio may, upon reasonable notice, suspend reimbursements to Contractor until such reports are delivered to AVANCE-San Antonio. Furthermore, the Contractor ensures that all information contained in all required reports or information submitted to AVANCE-San Antonio is accurate.
- 7.15 (A) To the extent allowed by law, unless disclosure is authorized by AVANCE-San Antonio, Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained by AVANCE-San Antonio including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information.

(B) BISD AVANCE acknowledges that Contractor is a governmental entity subject to the requirements of the Texas Public Information Act. Documents associated with this agreement may be subject to release under the requirements of the Texas Public Information Act.

(C) Contractor shall establish specific procedures designed to meet the obligations of this Article VII, Section 7.15, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employee and subcontractors prior to any disclosure of the Confidential Information. This Article VII, Section 7.15 shall not be construed to limit HHS's, AVANCE or its authorized representatives' right to obtain copies, review and audit records or other information, shall return to AVANCE all copies of materials related to the Project, including the Confidential Information. All confidential obligations contain herein (including those pertaining to information transmitted orally) shall survive the termination of this Contract. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

7.16 The Public Information Act, Government Code Section 552.021, requires AVANCE-San Antonio make public information available to the public. Under Government Code Section 5523.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to AVANCE-San Antonio for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to AVANCE-San Antonio the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of change in the designated liaison shall be made promptly to the other Party.

7.17 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code, Subchapter j, Chapter 441 of the Texas Government Code, and Chapter 552 of the Texas Government Code. Thus, Contractor agrees that no such local

government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor or by AVANCE. Notwithstanding, certain records may be subject to restriction on the basis of the Texas Government Code, Texas Education Code, or the Family Educational Rights and Privacy Act.

Contractor agrees to turn over to AVANCE-San Antonio copies of all such records upon termination of this Contract, upon payment of \$.10 per page copied. To the extent allowed by law, Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of AVANCE-San Antonio. AVANCE-San Antonio shall be notified of such request as set forth in Article VII, Section 7.15 of this Contract.

- 7.18 Ownership of Intellectual Property. Contractor and AVANCE-San Antonio agree that any materials created exclusively for the Program shall be and remain the sole and exclusive proprietary property of AVANCE-San Antonio. Such materials shall be deemed a “work for hire” within the meaning of the copyright laws of the United States, and ownership of materials created exclusively for the Program and all rights therein shall be solely vested in AVANCE-San Antonio. Contractor hereby grants, sells, assigns, and conveys to AVANCE-San Antonio all rights in and to all materials created exclusively for the Program and the tangible and intangible property rights relating to or arising out of the materials created exclusively for the Program, including, without limitation, any and all copyright, and patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand name, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the Intellectual Property Rights”) in materials created exclusively for the Program shall be solely vested in AVANCE-San Antonio. As owner of the tangible and intangible intellectual property, AVANCE-San Antonio shall have the right to reproduce, publish, authorizes other to reproduce or publish, or otherwise use such material. Contractor agrees to execute all documents reasonably requested by AVANCE-San Antonio to perfect and establish AVANCE-San Antonio right to the Intellectual Property Rights. In the event AVANCE-San Antonio shall be unable, after reasonable effort, to secure Contractor’s signature on any documents relating to Intellectual Property Rights in the Program, including without limitation, any letters patent, copyright, or other protection relating to the Program, for any whatsoever, Contractor hereby irrevocably designates and appoints AVANCE-San Antonio and its duly authorized officers and agents as Contractor’s agent and attorney-in-fact, to act for an in Contractor’s behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effects as if executed by Contractor. Provided, however, nothing herein

contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to AVANCE-San Antonio.

- 7.19 In the event that Contractor desires to copyright material or to permit any third-party to do so, Contractor must obtain AVANCE-San Antonio's prior written approval to do so and must appropriately acknowledge AVANCE-San Antonio's support in any such materials.
- 7.20 Subject to obligations to maintain confidentiality under the Health Insurance Portability Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), various confidentiality provisions of Texas and Federal laws and the limitations imposed thereunder regarding transfer of information, any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Contract is the exclusive property of AVANCE-San Antonio; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor. Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, AVANCE-San Antonio has the right to use all such writings, documents and information as AVANCE-San Antonio desires, without restriction.

VIII. INSURANCE

8.1

(B) AVANCE-San Antonio reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverage's and their limits when deemed necessary and prudent by AVANCE-San Antonio based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will AVANCE-San Antonio allow modification whereby AVANCE-San Antonio may incur increased risk.

(C) A Contractor's financial integrity is of interest to AVANCE-San Antonio; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by AVANCE-San Antonio, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M. Best's rating of no less than A-(VII), in the following types
and for an amount no less than the amount listed
below:

<u>TYPES</u>	<u>AMOUNTS</u>
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1. Workers' Compensation	Statutory
2. Employer's Liability	\$5000,000/\$5000,000/\$5000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. *Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you g. Sexual Abuse/Molestation	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000 g. \$1,000,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Crime Coverage	(Limits concurrent with funds retained by contract)

(D) As they apply to the limits required by AVANCE, shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto.

AVANCE-San Antonio,
Inc. Attn: Executive
Director
118 N. Medina, Suite
300
San Antonio, Texas
78207

(E) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

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Provide advance written notice directly to AVANCE-San Antonio of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance to AVANCE-San Antonio. AVANCE-San Antonio shall have the option to suspend

Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

(H) In addition to any other remedies AVANCE-San Antonio may have upon Contractor's failure to provide and maintain any insurance to the extent and within the time herein required, AVANCE-San Antonio shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

(I) Except to the extent that Contractor is immune, nothing herein contained shall be construed as limiting in any way to extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Contract. Nothing in this agreement shall be interpreted as a waiver of any immunity of Contractor.

(J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by AVANCE-San Antonio for liability arising out of operations under this Contract.

(K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of AVANCE-San Antonio shall be limited to insurance coverage provided.

(L) Contractor and any Subcontractors are responsible for all damages to their own equipment and/or property.

IX. INDEMNITY

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X. APPLICABLE LAWS

- 10.1 Contractor and all of the work performed under this Contract shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with rules and regulations of AVANCE-San Antonio. Contractor agrees to abide by any and all future amendments or additions to such laws, rules, regulations, policies and procedures as they may be promulgated.
- 10.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available to AVANCE-San Antonio by Federal, State, or other granting entities. Consequently, Contractor agrees to comply with all laws, ordinances, codes, rules, regulations, policies and procedures, including licensing standards and all applicable accreditation standards, applicable to the funds received by Contractor hereunder as directed by AVANCE-San Antonio or as required in this Contract, including but not limited to:
- (A) The Head Start Act (42 U.S.C. §9801 et seq., as amended);
 - (B) 45 C.F.R. Part 1301 et seq.;
 - (C) The Terms of the Grant;
 - (D) As applicable, 45 C.F.R. Part 74 or 45 C.F.R. Part 92 (Grants Administration regulations);
 - (E) Texas Child Care Licensing laws; and
 - (F) The following Office of Management and Budget (OMB) Circulars, as applicable to the funds received by Contractor hereunder;
 - a. OMB Circular A-21, entitled, “Cost Principles for Educational Institutions”;
 - b. OMB Circular A-87, entitled, “Cost Principles for State, Local and Indian Tribal Government”;
 - c. OMB Circular A-102, entitled, “Grants and Cooperative Agreements with State and Local Governments”;

- d. OMB Circular A-110, entitled, “Uniforms Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”;
 - e. OMB Circular A-122, entitled, “Cost Principles for Non-Profit Organizations”; and
 - f. OMB Circular A-133, entitled, “Audits of State, Local Governments, and Not for Profit Organizations”.
- (G) Official record retention schedules as established by the Local Government Records Act of 1989
- (H) The Texas Public Information Act, at Chapter 552, The Texas Government Code

10.3 Contractor agrees to:

- (A) To comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. §7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et. seq.), as amended.
- (B) To make positive efforts to utilize small business, minority-owned firms and women’s business enterprises in connection with the work performed hereunder, whenever possible.
- (C) To provide for the right of the Federal Government in any invention resulting from the work performed hereunder, in accordance with 37 C.F.R. Part 401 and any applicable implementing regulations.
- (D) To include a provision requiring compliance with Copeland “Anti-Kickback” Act (18 U.S.C. §874 and 40 U.S.C. §276c) and as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, and implementing regulations in any contracts for construction or repair of more than \$2,000.
- (E) To include a provision requiring compliance with the Davis-Bacon Act (40 U.S.C. §276a to a-7) and as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, and implementing regulations in any construction contracts of more than \$2,000.
- (F) To comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), and any applicable implementing regulations.
- (G) To comply with the applicable standards under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11434 a(2)), and any applicable implementing regulations, as may be applicable.

(H) To comply with the Contract Work Hours and Safety Standards Act, (40 USC 327-333, Section 102 and 107), relating to all construction contracts in excess of \$2,000 that involve the employment of laborers, as it relates to computing wages on the basis of a standard 40 hour work week.

(I) To comply with the prohibitions contained in the Pro-Children Act of 1994, relating to not permitting smoking within any indoor facility (or portion thereof) owned or leased or contracted for by Contractor for the provision of regular or routine health care or day care or early childhood development (Head Start) services to children or for the use of employees of the AVANCE-San Antonio or Contractor who provide such services.

10.4 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1998 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above-referenced law and regulations could subject the Contract to suspension of payments, termination of Contract, and debarment and suspension actions.

10.5 Contractor shall comply with all Federal, State, or local laws, rules and orders prohibiting discrimination, and shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Consistent with the foregoing, Contractor agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by regulations at 41 C.F.R. Part 60. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

(A) Title VII of the Civil Rights Act of 1964, as amended;

(B) Section 504 of the Rehabilitation Act of 1973, as amended;

(C) The Age Discrimination Act of 1975, as amended;

(D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC section 1681-1688);

(E) Fair Labor Standards Act of 1938, as amended;

(F) Equal Pay Act of 1963, P.L. 88-38; and

(G) All applicable regulations implementing the above laws.

10.6 The Contractor warrants that it is a tax-exempt governmental entity. The Contractor shall comply with all applicable local, State, and Federal laws including, but not limited to, related to:

(A) worker's compensation;

(B) unemployment insurance;

(C) timely deposits of payroll deductions;

(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Forms 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contractor or consultant work, non-employee compensation, etc;

(E)

(F)

10.7 Contractor agrees to comply with the Americans with Disabilities Act P.L. 101-336, enacted July 26, 1990 and all regulations there under.

10.8 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state, and local laws, rules and regulations.

10.9 Contractor shall submit to the AVANCE-San Antonio its most recent Form 990 or 990T and also submit any that are filed with the Internal Revenue Service.

XI. NO SOLICITATION/CONFLICT OF INTEREST

11.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or AVANCE-San Antonio. For breach or violation of this warrant, AVANCE-San Antonio shall have the otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.

11.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance services requiring to be performed under this Contract.

Contractor further covenants that in the performance of this Contract, no person having such interest shall be employed or appointed as a member of its governing body or of its staff.

11.3 Contractor further covenants that no member of its governing body or its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

11.4 No member of AVANCE-San Antonio's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract shall:

(A) Participate in any decision relating to this Contract which may affect his or her personal interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or

(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

XII. TERMINATION

12.1 Should either party fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by AVANCE-San Antonio, or if either party should violate any of the covenants, conditions, or stipulations of the Contract, the other party shall have the right to terminate this contract by sending written notice to the breaching party of such termination, and specifying the effective date of termination.

12.2 The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by AVANCE-San Antonio alone, and its decision shall be final. It is further expressly understood and agreed by the Parties that Contractor's performance upon which final payment is conditioned shall include, but not limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

12.3 Notwithstanding any other remedy contained herein or provided by law, AVANCE-San Antonio may delay, suspend, limit or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of AVANCE-San Antonio, the Contractor may be placed on probation during which time AVANCE-San Antonio may withhold reimbursements in case where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to AVANCE-San

Antonio for damages sustained by AVANCE-San Antonio by virtue of any breach of this Contract, and AVANCE-San Antonio may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to AVANCE-San Antonio. Notwithstanding the preceding, before AVANCE-San Antonio withholds payment due Contractor, AVANCE-San Antonio shall comply with the provisions of Contractor's policy GF (LOCAL). For the purpose of this agreement, the time to file a grievance under this policy is extended to ninety (90) days. Exhaustion of remedies under this policy is a prerequisite to any suit under this agreement.

- 12.4 If an employee of Contractor is discharged or otherwise leaves employment with Contractor, then the Contractor shall pay in full to such employee all of such employee's earned salaries and wages, within the timeframe specified by law.
- 12.5 Should the Contractor be debarred by federal government or AVANCE-San Antonio pursuant to a debarment policy currently existing or hereafter adopted, said debarment may be grounds for termination.
- 12.6 This Contract is subject to the availability of federal grant funds to AVANCE-San Antonio and may be terminated by AVANCE-San Antonio if HHS terminates AVANCE-San Antonio as a grantee or reduces the amount granted to AVANCE-San Antonio, for any reason; provided that, if the reduction of grant funds does not result in complete unavailability of such funds, the Parties will use best efforts to amend this Contract accordingly. AVANCE-San Antonio will promptly notify Contractor of such HHS action. Under no circumstances is Contractor obligated to perform for less than the contracted amount.
- 12.7 In all instances of termination, Contractor shall not incur new obligations after the effective date of termination, and shall cancel as many outstanding obligations as possible. Contractor shall submit to AVANCE-San Antonio all required reports including a final financial statement which shall be a statement of all expenditures incurred by Contractor under this Contract. AVANCE-San Antonio shall pay Contractor the full cost of obligations that AVANCE-San Antonio determines were not subject to cancellation if such costs are properly documented, allowable, within the approved budget, and unavoidable incurred by Contractor prior to termination or expiration. The foregoing shall constitute full and complete reimbursement for all of Contractor's performance under this Contract.

XIII. PROHIBITION OF POLITICAL ACTIVITIES

- 13.1 Contractor agrees that no funds provided from or through AVANCE-San Antonio shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involvement in the administration of the Program provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.

- 13.2 Contractor agrees that no funds provided under this contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.
- 13.3 The prohibition set forth in Article XV, Sections 15.1 and 15.2 of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
 - (B) working or directing other personnel to work on any political activity during time paid for with AVANCE-San Antonio funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
 - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
 - (D) utilizing facilities or equipment paid for, in whole or in part with AVANCE-San Antonio funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 13.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of Contract funds with a statement provided by Contractor of the above prohibitions and have each said individuals sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to AVANCE- San Antonio. Contractor shall list the name and number of a contact person from AVANCE-San Antonio on the statement that Contractor's personnel can call to report said violation.
- 13.5 Contactor agrees that in any instance where an investigation to the above is ongoing or has been confirmed, salaries paid to the Contractor under this Contract may, at AVANCE-San Antonio's discretion, be withheld until the situation is resolved, or the appropriate member of the Contractor's personnel is terminated.
- 13.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities

on their own volition, if done during time not paid for with Contract funds.

XIV. PERSONNEL

- 14.1 Contractor shall establish and maintain an organizational structure that supports the accomplishment of Program objectives, addresses the major function and a responsibility assigned to each staff position and provides evidence of adequate mechanisms for staff supervision and support to ensure the effective oversight of the Head Start Program operations. Contractor shall ensure that, at a minimum, the program management functions listed in the Scope of Work are assigned to and adopted by staff within the Program.
- 14.2 Contractor acknowledges and agrees that Head Start guidelines and AVANCE policy requires that Contractor shall staff each Head Start classroom with two teachers, or one teacher and a teacher aide, at all times. Whenever possible, Contractor shall staff each classroom with a volunteer in addition to the two paid staff persons. Additionally, Contractor will have adequate staff to fully implement all areas of program operations, including those having the specific management functions and expertise set forth in the Scope of Work.
- 14.3 Contractor shall submit to AVANCE-San Antonio, no later than August 1, 2012, a report which specifically (a) lists the number and percentage of classroom personnel in its center based program have child development associated credentials or associate, baccalaureate or advanced degrees; and (b) describes to AVANCE-San Antonio the compliance with the goals described in Section 14.3, 14.4 and 14.5 of this Contract.
- 14.4 Contractor shall employ and demonstrate that at least 100% of the teachers staffing its Head Start program classroom(s) have (a) a baccalaureate or advanced degree in early childhood education; or (b) a baccalaureate or advanced degree and course work equivalent to a major relating to early childhood education, with experience teaching preschool-age children.
- 14.5 Contractor shall employ and demonstrate that all teaching assistants staffing its Head Start program classroom(s) (a) have at least a child development associate degree; or (b) have earned or are enrolled in a program leading to a baccalaureate degree.
- 14.6 Contractor agrees and acknowledges that each of its Head Start teachers shall attend not less than 24 clock hours of professional development per Contractor fiscal year. The term “professional development” means high-quality activities that will improve the knowledge and skills of Head Start teachers and staff, as relevant to their roles and functions, in program administration and the provision of services and instruction, as appropriate, in a manner that has a positive and lasting impact and improves service delivery to enrolled children and their families. In addition, Contractor shall ensure its Head Start teachers attend at least two (2) Head Start specific training modules offered by the AVANCE-San Antonio’s Training Service Provider(s) and provide usage reports to AVANCE-San Antonio upon request.

- 14.7 Contractor shall create, in consultation with each of its employees, and implement a professional development plan for all teachers and teacher assistants who provide direct services to Head Start children. Contractor shall regularly evaluate such plans to determine their impact on teacher and staff effectiveness.
- 14.8 Contractor expressly understands and agrees that in accordance with 42 U.S.C. §9848, no portion of the Contract funds provided hereunder may be used to pay its employee if compensation (including non-federal funds) to that employee exceeds \$179,700, or the maximum authorized compensation as may be adjusted from time to time. Furthermore, Contractor agrees that all employees must devote to Contractor's Head Start Program the time proportionate to the percentage of their compensation funded through the Head Start program grant (e.g., employees who are one hundred percent (100%) funded through the Head Start program grant must devote one hundred percent (100%) of their time and effort to support Contractor's Head Start program). Contractor agrees to submit employee certifications if requested by AVANCE-San Antonio or HHS.
- 14.9 The Contractor agrees to establish internal procedures that assure employee of an established complaint and grievance process. The grievance process will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 14.10 Contractor agrees to comply with all applicable federal regulations regarding the setting of, and maximum amount allowable for, salaries of Contractor's employees.
- 14.11 Contractor agrees that all copies of written job descriptions will be filed in all individuals personnel folders for each position in the organization.
- 14.12 The Contractor agrees to provide AVANCE-San Antonio with the names and license registration of any employee of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 14.13 At the sole discretion of AVANCE-San Antonio, Contractor may be reimbursed by AVANCE-San Antonio for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:
- (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this contract;
 - (B) To serve as a juror;
 - (C) To attend the funeral of someone in the immediately family. Immediately family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and other relative who was the legal guardian of the employee or for whom the employee had legal

guardianship. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave.

(D) To attend seminars or workshops.

14.14 District Superintendent and/or other supervisory personnel of Contract may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through Contract funds. Relatives, however, may be co-workers in the same Program in a non-supervisory position.

XV. ADVERSARIAL PROCEEDINGS

15.1 Except in circumstances where the following is in conflict with federal law or regulations pertaining to the Head Start Program, Contractor agrees to comply with the following special provisions:

- (A) Under no circumstances will the funds receive under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against AVANCE-San Antonio or any other public entity; and
- (B) Contractor, at AVANCE-San Antonio option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against AVANCE-San Antonio remains unresolved.

XVI. FEDERAL AND PROGRAM-SUPPORTED PUBLICITY

1.1 The Section is applicable to all publicity, signs, public notices and marketing materials created, posted and/or disseminated during the term of the Contract. The Parties agree that all publicity regarding the establishment or operation of the Head Start Program affiliation between AVANCE-San Antonio and Contractor described herein shall be planned and implemented as mutually agreed to in advance by Parties. Contractor agrees that all public notices and any publicity, signs and/or marketing materials regarding any program which is acknowledging the role of Federal funds provided by HHS through AVANCE-San Antonio hereunder. These public notices or signs include, but are not limited to, signs identifying the facilities from which these programs are provided, and electronic media. In addition, all publicity related to Contractor's Head Start services shall note that the Program is operated on a non-discriminatory basis.

XVII. PROPERTY, EQUIPMENT AND SUPPLIES

17.1 AVANCE-San Antonio retains ownership of all equipment/property purchased

with funds received through the Contractor and such equipment/property shall, at AVANCE-San Antonio's sole option, revert to the Contractor at Contract's termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Contract. Equipment that has reverted to the Contractor through AVANCE-San Antonio paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with Contract funds. It is understood that the terms, "equipment" and "property", as used herein, means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit and shall include not only furniture and other durable property, but also vehicles, but shall not include supplies and consumables.

- 17.2 Contractor agrees that no equipment purchased with Contract funds may be disposed of without receiving prior written approval from AVANCE-San Antonio. In case of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. Contract funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with Contractor funds.
- 17.3 Contractor shall maintain accurate and complete records on all equipment and property obtained with Contract funds to include:
- (A) A description of the equipment, including the model and serial number or other identification number, if applicable,
 - (B) The date of acquisition, cost and procurement source, purchase order number and vendor number;
 - (C) An indication of whether the equipment is new or used;
 - (D) The vendor's name (or transferred form);
 - (E) The location of the property;
 - (F) The property number shown on the property tag; and
 - (G) A list of disposed item and disposition
- 17.4 The Contractor is fully and solely responsible for the insuring, safeguarding, maintain, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Contractor funds. All lost, stolen, missing, damaged and/or destroyed equipment property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official reports to AVANCE-San Antonio within seventy-two (72) hours from the date that Contractor discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the Contractor to AVANCE-San Antonio shall minimally include:

- (A) A reasonably complete description of the missing, damaged, or destroyed articles of property, including the cost and serial number and other pertinent information;
 - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage, or destruction; and
 - (C) A copy of the official written policy report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- 17.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft. Contractor shall, at a minimum, provide the equivalent insurance for real property and equipment acquired with Contract funds as provided to other property acquired or owned by the Contractor.
- 17.6 The Contractor shall provide an annual inventory of assets purchased with funds received through AVANCE-San Antonio.
- 17.7 Contractor shall fully comply with the property and equipment requirements of 45 C.F.R. Part 74, including but not limited to Sections 74.30 through 74.37, and 45 C.F.R. Part 92, as applicable, related to the following:
- (A) Insurance Coverage
 - (B) Real Property
 - (C) Federally-owned and exempt property
 - (D) Equipment
 - (E) Supplies
 - (F) Intangible property
 - (G) Property trust relationship
- 17.8 Relative to property, equipment and supplies purchased with Head Start grant funds, Contractor shall route all written correspondence to HHS through AVANCE-San Antonio for review, endorsement and processing. For equipment purchases in the amount of \$5,000 or greater or cumulative purchase in the amount of \$25,000 or greater, Contractor shall obtain approval from AVANCE-San Antonio prior to issuance of the bid or other procurement notice and prior to selection of the winning bid or proposal. Contractor shall not split the purchase of a line item with a value greater than the preceding thresholds in order to avoid obtaining approval from AVANCE-San Antonio.
- 17.9 Contractor will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies purchased with Head Start funds that either (i) has a purchase price of \$5,000 or greater; or (ii) meets such other criteria as AVANCE-San Antonio may prescribe (and which AVANCE shall notify Contractor as appropriate). Upon request, Contractor will provide AVANCE-San Antonio a status report of the current

inventory of equipment and supplies meeting these requirements. AVANCE-SanAntonio shall have the right to review and approve Contractor's inventory tracking system.

- 17.10 AVANCE-San Antonio reserves the right to require transfer of property acquired with funds awarded under this Contract as provided in 45 C.F.R. §92.30 et seq., as applicable.

XVIII. TRAVEL

- 18.1 The cost associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and travel is related to Head Start business.

(A) Contractor agrees that in order to obtain reimbursement of the costs associated with budget out of town travel for business in connection with this Contract, Contractor shall;

- (1) Obtain AVANCE-San Antonio prior approval and provide AVANCE-San Antonio with detailed documentation of such business travel expense.

XIX. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 19.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, no shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XX. DEBARMENT

- 20.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- 20.2 Contractor shall provide immediate written notice to AVANCE-San Antonio, in accordance with the notice requirements of Article XXV herein, if, at any time during the term of the contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXI. ASSIGNMENT

- 21.1 Contractor shall not assign or transfer Contractor's interest in this Contract or any portion thereof without the written consent of AVANCE-San Antonio. Any attempt to transfer, pledge or otherwise assign shall be voided and shall confer no rights upon any third person or party.

XXII. AMENDMENT

- 22.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both AVANCE-San Antonio and Contractor.

XXIII. SUBCONTRACTING

- 23.1 None of the work or services covered by this Contract shall be sub-contracted without prior written consent of AVANCE-San Antonio.

XXIV. OFFICIAL COMMUNICATIONS

- 24.1 Except where the terms of this Contract expressly provides otherwise, any election, or communication requires or permitted to be given under this Contract shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt is sending the same certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the address set forth below or to such other address as either Party may from time to time designate in writing.

AVANCE-San Antonio, Inc.
Executive Director
118 N. Medina, Suite 300
San Antonio, Texas 78207

Contractor
Superintendent
Brackett Independent School District
P.O. Box 586
Brackettville, Tx. 78832

Notices of changes of address by either Party must be made in writing delivered to the other Party's last known address within five (5) business days of the change.

XXV. VENUE

- 25.1 Contract and AVANCE-San Antonio agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

XXVI. GENDER

- 26.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXVII. REPRESENTATION AND OTHER OBLIGATIONS

- 27.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that (s)he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions, and obligations herein contained. Contractor shall provide evidence to AVANCE-San Antonio upon execution of this Contract that is currently operating as a non-profit entity with a current Internal Revenue Code section 501(c)(3) status, acting in accordance with the governing instruments previously submitted to AVANCE-San Antonio. Whether a non-profit or public entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide AVANCE-San Antonio verification of the foregoing requirements no later than the execution date of this Contract.
- 27.2 This Contract is based on the representation of Contractor that it is financially viable, solvent, and accountable for its expenditures; that it has the continuing capability to furnish the non-Federal share of the cost of operating its approved Contractor Program; and the Program funds disbursed to Contractor will be expended only for allowable costs in the implementation of the Contractor Program which is the subject of this Contract. Contractor represents that there are no financial limitations or impediments that would make it not viable, solvent and accountable such that the flow of Program funds might be diverted away from the operation and maintenance of the Program which is the subject of this Contract.
- 27.3 In the event that circumstances arise which might result in interference with Contractor's ability to provide the services which are the subject of this Contract,

Contractor agrees to inform AVANCE –San Antonio of those circumstances immediately upon their discovery. Contractor agrees that reimbursement to Contractor, upon reasonable notice, may be suspended by AVANCE until such financial circumstances giving rise to the possible interference with the operations of the Program have been eliminated, provided, however, that authorized expenditures made prior to the suspension, and approved by AVANCE-San Antonio shall be disbursed pursuant to the terms of this Contract.

XXVIII. LICENSES AND TRAINING

- 28.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide said services, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XXIX. INDEPENDENT CONTRACTOR

- 29.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that AVANCE-San Antonio shall in no way be responsible therefore, and that neither Party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 29.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partner, joint venture, or any other similar such relationship, between the Parties hereto.
- 29.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by AVANCE-San Antonio under this Contract shall be considered employees of the Contractor only, and not of AVANCE-San Antonio, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXX. NON-WAIVER OF PERFORMANCE

- 30.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms of such

invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXXII. ENTIRE CONTRACT

31.1 This Contract and its attachments, if any, constitute the entire integrated Contract between the Parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written. No such other negotiations or representations may be enforced by either Party nor may they be employed for interpretation purposes in any dispute involving this Contract.

In witness of which this Contract has been executed effective this ____ day of July 2012.

Brckett ISD (Contractor)

AVANCE-San Antonio, Inc.

Taylor Stephenson,
Interim Superintendent

Rebecca C. Cervantez, Executive Director

Date

Date

ATTACHMENTS:

Attachment I- Scope of Work

Appendix A – Certification Regarding Lobbying

APPENDIX A
Certification Regarding Lobbying

This undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on behalf of the undersigned with respect to the Federal grant under which the undersigned is received monies.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited by Section 1 above or who fails to file or amend the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for each such failure.

Brckett Independent School District

Authorized Signature

Title

Date

SCOPE OF WORK

1. Summary

The Contractor shall ensure full enrollment and shall serve the number of income and age eligible children as indicated below, and perform Head Start Education and Early Childhood Development services in accordance with the Head Start Program Performance Standards and as set in the terms of this Contract. The Contractor will operate full day classroom(s) at the Elementary School for a minimum of 177 days of planned class instruction for the Head Start grant period August - June.

Number of children eligible children enrolled full day on the first day of the program:	17
Minimum number of children with disabilities:	2
Service Area:	Children who reside in the Brackett Independent School District attendance area.

1. Enrollment, Recruitment, Selection, Eligibility and Attendance (ERSEA)

A. Contractor shall be responsible for assisting with recruitment of children during the regularly scheduled Pre-Kinder roundup(s). Contractor will cooperate and support AVANCE ERSEA activities, to include recruitment efforts; verifying eligibility; completing the enrollment process; selection of children and attendance for contractor's service area, in accordance with ERSEA policies established by AVANCE-San Antonio. Contractor will enroll Head Start eligible children that are approved by AVANCE-San Antonio in compliance with the eligibility, recruitment, selection, enrollment and attendance provisions of the Head Start Program Performance Standards, the Head Start Act and AVANCE-San Antonio program policies.

B. Contractor shall establish and maintain full funded enrollment of 17 Head Start eligible children in the Contractor's Program from the first day of operation. Funded enrollment means the number of children which the Contractor is to serve, as indicated by AVANCE-San Antonio and terms of this Contract. To achieve and maintain full enrollment, contractor must ensure that once it determines that a vacancy exists, no more than 30 calendar days may elapse before the vacancy is filled. Contractor will contact AVANCE-San Antonio prior to terminating enrollment of a Head Start enrolled child and assist with efforts to recruit children for enrollment to fill all vacancies within 30 calendar days.

C. If full funded enrollment is not maintained AVANCE-San Antonio may reduce Contractor's funding at the per capita rate based on the difference between funded enrollment slots and actual enrollment.

D. Contractor shall work closely with AVANCE-San Antonio to develop at the beginning of each enrollment year and maintain during the year a waiting list that

ranks children according to the program's selection criteria and ERSEA policies. Children on this waiting list may be children who are currently enrolled in the State Pre-Kindergarten program. If contractor is under enrolled and does not have a waiting list, AVANCE-San Antonio and the Contractor shall recruit eligible children to fill vacancies and to maintain a waiting list in Contractor's Program.

E. Contractor will work with AVANCE-San Antonio to develop a plan that includes recruitment, selection and enrollment services in accordance with AVANCE-San Antonio established ERSEA policies and in a manner that will promote children receiving comprehensive Head Start services. Contractor must develop (or modify) and submit to AVANCE-San Antonio, its Plan to create a developmentally appropriate learning environment for all children that is conducive to a better learning experience, and that includes age appropriate activities, age appropriate individualization, a single lesson plan and an appropriate transition plan for 4-year olds into a Kindergarten classroom. If Contractor is unable to implement the required Program Design, Contractor must inform AVANCE-San Antonio and receive AVANCE-San Antonio approval before establishing an alternative Program Design.

F. In accordance with the Head Start Act, Contractor shall ensure that a minimum of 10% of the children enrolled in Contractor's Program are children with disabilities who are determined to be eligible for special education and related services.

- (i) Contractor shall notify AVANCE-San Antonio if Contractor recognizes that it is having difficulty in meeting, or anticipates that it will not be able to meet, the percentage with disabilities required during its enrollment, recruitment and selection period.
- (ii) Contractor further understands that if Contractor has not met the ten percent (10%) with disabilities requirement, Contractor shall be required to request a disabilities requirement waiver from AVANCE-San Antonio by the end of the fourth month of the program school year. The Contractor's waiver request must include (i) a written description of specific steps the Contractor has taken to meet the requirement in the current program year to include efforts made to collaborate with the local agencies providing services under Section 619 and Part C of IDEA, and an explanation of why, despite these efforts, it was unable to meet the 10% requirement; (ii) a written confirmation from the local IDEA agencies of Contractor's efforts actively collaborate with them to promote the enrollment of children with disabilities and specific efforts to recruit and enroll eligible children with disabilities; and (iii) a written description of the Contractor's proposed approach to improve the enrollment of children with disabilities to reach the 10% requirement in the next program year, to include a description of how the IDEA agencies in the community will work with the Contractor to implement this approach.

Additionally, if Contractor is unable to meet the 10% requirement, AVANCE-San Antonio shall have the right to place additional children with disabilities in Contractor's Program up to the point where Contractor achieves a 10% enrollment of children with disabilities. AVANCE-San Antonio and Contractor shall coordinate placement of additional children with disabilities. Contractor shall not be required to provide transportation to students living outside its geographical boundaries.

G. Contractor shall provide with support from AVANCE-San Antonio "wrap-around services" as required by the Head Start Program regulations if and when the average daily attendance (ADA) of a child enrolled in the Program falls below eighty-five percent (85%). Wrap-around services are more specifically defined as the services required by the Head Start program beginning with identification of the root cause of the absenteeism, and the provision of additional support, which may include, but is not limited to, meeting with the family and connecting the family to federal aid, continuing education programs (e.g. trade schools, colleges, GED, etc.) and to dental/medical/mental health/disability services. Contractor shall establish procedures for the removal of children from the program due to the lack of attendance in accordance with AVANCE-San Antonio policies.

2. Program Services

A. Contractor shall provide Head Start Program service (hereinafter defined) to eligible children in the Service Area. Such services shall be provided to all eligible children within Contractor's Service Area(s) without regard to age, race, creed, color, sex, or national origin. Any proposal to extend or modify the Service Area(s) or the site at which services are to be delivered shall be formally submitted in writing to AVANCE-San Antonio for approval.

B. Contractor shall provide: (i) Education and Early Childhood Development Services; (ii) Children Disability Services; (iii) Child Nutrition; (iv) Transportation Services; and (v) and will support AVANCE-San Antonio's Family and Community Support services and shall collaborate with other Head Start services providers or collaborators to ensure the provision of Child Mental Health Services, Medical Health Services and Dental (Oral) Health Services, to meet the needs of children and families served by Program ("Head Start Program Services") Contractor agrees that, notwithstanding the fact that another Head Start service provider under AVANCE-San Antonio may be contracted to provide a category or service, Contractor, under the leadership of its Head Start Program Director, is ultimately responsible for ensuring that the children enrolled in its program are provided the full array of services to which the children are entitled under the Terms of the Grant. Contractor shall also coordinate with Independent School Districts, health service providers and other agencies in the community in order to provide comprehensive services to the children and family served by the Program and to leverage community resources.

C. Contractor shall establish and maintain an organizational structure that supports the accomplishment of Program objectives, addresses the major functions and responsibilities assigned to each staff position and provides evidence of adequate mechanisms for staff supervision and support to ensure the effective oversight of the Head Start Program operations. Contractor shall ensure that, at a minimum, the

following program management functions are assigned to and adopted by staff within the Program:

- (i) Program management must be assigned to a designee of the school district. This position may be the school principal but must have demonstrated skills and abilities in a management responsibility for ensuring the children enrolled in Contractor's Head Start program are provided the full array of services to which the children are entitled under the Terms of this contract.
- (ii) Contractor will provide for management of education and early childhood development must be assigned to an individual serving in the role of an Education and Early Childhood Development Coordinator. This individual and any additional supporting staff or consultants must have training and experience in areas that include theories and principles of child growth and development, early childhood education, and family support. Staff must meet the qualifications of classroom teachers as required by the Head Start Act, section 648A and any subsequent amendments.
- (iii) Contractor must support coordination with health service providers to ensure children receive all the required Head Start health services.
- (iv) Contractor shall ensure the provision of child nutrition services to include family style meal service and support the implementation of *I Am Moving/I Am Learning Curriculum*. The district's nutritional staff designated said responsibility must be either a registered dietitian or licensed nutritionist.
- (v) Contractor shall support the coordination of Mental Health services to the Head Start children enrolled in their district.
- (vi) Contractor shall coordinate disabilities services for the Head Start children enrolled in the district with their Special Education Department. These services must be coordinated with AVANCE-San Antonio's Disabilities Coordinator to ensure said services are in compliance of Head Start requirements and IDEA.
- (vii) Contractor shall coordinate the enrollment, recruitment, selection, eligibility and attendance with AVANCE-San Antonio's ERSEA Coordinator to ensure children enrolled meet the Head Start Act requirements and other applicable Head Start regulations. District personnel responsible for this area of responsibility must have knowledge and training and experience in the ERSEA process.
- (viii) Contractor shall agree to implement and coordinate all monitoring systems required by AVANCE-San Antonio for full compliance of Head Start requirements.
- (ix) Contractor shall ensure that the program's management team and necessary staff work the full school year, and are provided adequate time to, plan, coordinate and perform critical program activities (e.g. development and/or revision of policies and procedures; the development and implementation of

School Readiness Plan, trainings; monitoring and preparations for the new school year).

D. **Education Specific Services.** Contractor shall provide the following education and early childhood development services in compliance with requirements of 45 CFR Part 1304.21, et. seq:

- (i) Contractor must help children gain the skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life; the Contractor's approach to child development and education must be developmentally and linguistically appropriate, recognize the child's rate of development, language, ethnicity and family composition; provide a balance daily program of child-initiated and adult-directed activities; and allow and enable children to independently use toilet facilities when developmentally appropriate and the efforts are supported by the parents.
- (ii) Contractor shall encourage and support parents in their efforts to become involved in the program's curriculum and approach to child development and education; provide opportunities to increase parents' child observation skills and to share assessments with staff that will help plan the learning experience; and encourage parents to participate in staff-parent conferences and home visits to discuss their child's development and education.
- (iii) Contractor must support social and emotional development by encouraging development which enhances child's strengths by building trust; fostering independence; encouraging self-control and respect for feelings and rights of others; supporting and respecting the home language, culture, and family composition in ways that support the child's health and wellbeing; and planning for routines and transitions.
- (iv) Contractor must provide for the development of each child's cognitive and language skills by supporting each child's learning, using various strategies including experimentation, inquiry, observation, play and exploration; ensuring opportunities for creative self-expression through activities such as art, music, movement, and dialogue; promoting interaction and language use among children and between children and adults; and supporting emerging literacy and numeracy developments through materials and activities according to the child's developmental level.
- (v) Contractor must promote each child's physical development by providing sufficient time, indoor and outdoor space, equipment, materials and adult guidance for

active play and movement that support the development of gross motor skills and of fine motor skills according to the child's development level; and providing an appropriate environment and adult guidance for the participation of children with special needs.

- (vi) Contractor, in collaboration with the parents, must implement a researched based curriculum that aligns with the Head Start Child Development and Early Learning Framework (HSCDEL, 2010), and Pre-kindergarten Guidelines that supports each child's individual pattern of development and learning; provides for the development of cognitive skills; integrates all educational aspects of the health, nutrition, and mental health services into program activities; helps children develop emotional security, facility in social relationships, feelings of competence, self-esteem, and positive attitudes towards learning, enhances each child's understanding of self as an individual and as a member of a group; provides individual and small group experiences both indoors and outdoors.
- (vii) Contractor must create and implement a plan of action to achieve and establish school readiness goals that are age appropriate and will address at a minimum the domains of language, literacy, cognition, general knowledge, physical well-being, motor development, social and emotional development and approaches to learning. As part of this plan of action, the Contractor must align the program's curriculum with school readiness goals to include improving the quality of teacher-child interactions, evidence-based teaching practices, evidence-based curriculum and inclusion of parents to support school readiness. Contractor will utilize the Teaching Strategies Gold assessment tool designated and approved by AVANCE-San Antonio effective for the 2012-2013 school calendar year. Contractor will assess child progress on an ongoing basis and conduct mid-point data aggregations and submit analysis of child progress assessments to AVANCE-San Antonio at least three times per year (at the beginning, mid-point and end of school year) to demonstrate program level development support should patterns or trends be identified in the analysis and coordinate with AVANCE-San Antonio as needed. Contractor must maintain, provide support documentation and use the information from ongoing child assessment data to inform teachers and survey parents how best to individualize each child's learning and progress across domains.

E. Education Specific Services (cont.) Contractor shall perform the following services as it relates to the services listed below in the compliance with the requirements of 45 CFR Part 1304.20, 1304.22, 1304.23, 1304.24 and 1304.40:

(i) Child Health and Development Services

- a. Contractor shall support AVANCE-San Antonio's process and procedures to ensure that the following health services are provided no later than 90 calendar days from the child's entry into the program: (1) make a determination as to whether or not each child has an ongoing source of continuous, accessible health care. If the child does not, Contractor will support AVANCE-San Antonio's efforts to assist the parents in accessing a source of care; (2) obtain from a health care professional a determination as to whether the child is up-to-date on a schedule of age appropriate preventative and primary health care, which includes medical, dental and mental health. This schedule must incorporate the requirements for the schedule utilized by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the State, and the latest immunization recommendation issued by the Centers of Disease Control and Prevention, as well as any additional recommendations from the local Health Service Advisory Committee. Contractor shall collaborate with health service providers and parents to facilitate and expedite the provisions of these services.
- b. Contractor shall collaborate with AVANCE-San Antonio for ongoing health care and to identify any new or recurring medical, dental, or developmental concerns so that appropriate referrals are made.
- c. Contractor, in collaboration with the parents, and within 45 calendar days of the child's entry into the program, must perform or obtain linguistically and age appropriate screening procedures to identify concerns regarding the child's developmental, sensory (visual and auditory), behavioral, motor, language, social, cognitive, perceptual, and emotional skills. The annual behavioral and developmental screenings of all four (4) year old children must be performed in accordance with Texas Healthy Steps EPSDT.
- d. Contractor must use the information from the screening for developmental, sensory, and behavioral concerns, and ongoing observations, medical and dental evaluation and treatments, and insights from the child's parents to help staff and parents determine how the program can best respond to each child's individual characteristics, strengths and needs.
- e. Under no circumstances will Contractor be responsible for

payment of health care services provided under this section
not paid for by private health insurance or Medicaid.

(ii) Child Health Safety

- a. Contractor must post medical and dental emergency procedures and ensure all appropriate district personnel are familiar and trained, to include emergency evacuation routes and other safety procedures for emergencies; methods of notifying parents in the event of an emergency; and established methods for handling cases of suspected or known child abuse and neglect.
- b. Contractor must temporarily exclude a child with a short-term injury or an acute or short-term contagious illness that cannot be readily accommodated from classroom instruction.
- c. Contractor must not deny admission to any child, nor exclude any enrolled child from program participation for a long-term period, solely on the basis of his or her health care needs or medication requirements, unless the child poses a significant risk to the health and safety of the child or anyone in contact with the child and the risk cannot be eliminated or reduced to an acceptable level through reasonable modifications in the Contractor's policies or by providing appropriate auxiliary aids.
- d. Contractor must establish and maintain written procedures regarding the administration, handling, and storage of medications for every child.
- e. Contractor must ensure staff and volunteers can demonstrate safety practices; foster safety awareness among children and parents by incorporating it into child and parent activities; and ensure staff, volunteers and children follow the appropriate hygiene requirements.
- f. Contractor must maintain well-supplied first aid kits in the classroom and on outings away from the school.
- g. Contractor is not responsible for payment of medical treatment or medications not paid for by private health insurance or Medicaid.

(iii) Child Nutrition

- a. Contractor must coordinate child's special diets and feeding requirements of any child with disabilities to include cultural preferences with AVANCE-San Antonio's Coordinator of Health and Nutrition.
- b. Contractor must use funds from USDA Food and Consumer Services Child Nutrition Programs as the primary source of payment for meal services.

(iv) Child Mental Health

- a. Contractor must work collaboratively with parents to solicit parental information, observation, and concerns about their child's mental health; share staff observations of their child

and discuss with parents their child's behavior and development.

- b. Contractor, in coordination with AVANCE-San Antonio's Coordinator of Mental Health will secure or refer, when appropriate, the services of mental health professionals on a schedule of sufficient frequency to enable the timely and effective identification of and intervention in family and staff concerns about a child's mental health. Contractor is not required to pay for mental health services not paid for by private health insurance or Medicaid.
- (v) Family and Community Partnerships
 - a. Contractor will support AVANCE-San Antonio's family and community staff, in providing parental engagement and education activities that are responsive to the ongoing and expressed needs of the parents.
 - b. Contractor shall collaborate with Head Start service providers and other community agencies to provide opportunities to enhance parenting skills, knowledge and understanding of the educational and developmental needs and activities of their children.
 - c. Contractor teachers must conduct two (2) home visits, unless parent expressly forbid such visits, and at least two (2) staff-parent conferences per child per program year to enhance the knowledge and understanding of the educational and developmental progress and activities of children in the program. Contractor will submit evidence of the home visit and parent conference on a form provided by AVANCE-San Antonio
 - d. Contractor, in conjunction with its assigned family and community staff, must establish and maintain procedures to support successful transitions for enrolled children and families from previous child care programs into Head Start and from Head Start to Kindergarten; and assist parents in becoming their children's advocates as they transition.

F. Contractor shall establish an ongoing monitoring system and conduct internal monitoring of operations throughout the program year, notifying AVANCE-San Antonio when the Contractor identifies possible or actual lack of compliance with the Head Start Performance Standards, Head Start Act, program policies or terms of this Contract. Contractor's monitoring system must include monitoring of all fiscal matters relating to the Head Start Program and this Contract. Contractor will make copies of monitoring reports available to AVANCE-San Antonio upon request.

3. License/Staffing

A. Contractor shall obtain and maintain all necessary and appropriate State licenses, permits, certifications, and approval required for the operation of Contractor's facility and programs including those supported by this Contractor, unless exempt from such requirement. Upon commencement of the Contract, Contractor shall notify

AVANCE-San Antonio with one (1) business day of receipt of the notice, violation or

complaint indicating lack of licensure, permitting or certification, as the case may be, and shall take all necessary steps to cure such violation. Contractor further agrees that all personnel, either employed or contracted, assigned by Contractor to perform the Head Start Program Services set forth above shall, as appropriate or required by law, be fully qualified and authorized under applicable law, to perform such Head Start Program Services.

B. Contractor will ensure that staffing will comply with the Head Start Performance Standards, this Contract and other applicable law.

4. Facilities

All Contractor facilities at the approved sites shall meet applicable federal, state and local safety standards. Contractor shall at all times during the term of this Contract, keep the facility in good, clean, safe, and reasonable operational condition and repair. Contractor shall maintain a current annual fire inspection, bi-annual gas test, annual Health inspection, annual fire extinguisher service, annual inspection of the fire sprinkler system, annual fire alarm system inspection and provide written evidence of such to AVANCE-San Antonio. AVANCE-San Antonio shall be allowed to inspect the facilities and the licensing and/or certification documents relating to the facility during Contractor's operating time as long as the said inspection does not disrupt the delivery of educational Services. Upon commencement of the contract period and upon request, Contractor shall provide AVANCE-San Antonio an up-to-date copy of any leases or other contracts (as well as any amendments or modifications hereto) for facilities used to provide services to children enrolled in the Head Start program and funded pursuant to this Contract.

5. Participation

Contractor shall make time and recourses available to support: (i) participation by Contractor in meetings with AVANCE-San Antonio staff for community assessment, self-assessment, strategic planning, development of training and technical assistance plan, communication and program development activities; (ii) participation in technical assistance trainings and service enhancements developed by AVANCE-San Antonio and the Head Start training and technical assistance service provider, as well as other Head Start trainings that may be developed by relevant federal or state agencies; and (iii) an appropriate level of attendance of Contractor's program management team and parent committee members at national, regional and/or State Head Start conference/trainings.

6. Transportation Services/Vehicles

A. Contractor shall provide transportation services in compliance with the requirements of 45 CFR part 1310, et. seq., subject to any waiver that may be obtained by AVANCE-San Antonio and/or Contractor. Under no circumstances shall Contractor provide transportation services to students residing outside its geographical boundaries.

B. Contractor shall successfully complete an annual inspection of all school buses and other vehicles used for the transportation of children under this Contract.

C. Contractor shall ensure that all drivers shall be certified for the operation of said vehicles, and that all bus monitors assigned to vehicles used to provide such services receive the appropriate training. Contractor shall otherwise be in compliance with all applicable federal, state and local requirements governing the transportation of children.

D. Contractor shall, upon request, submit to AVANCE-San Antonio a complete set of such documents regarding the vehicles used for the transportation of children and the drivers operating the vehicles.