



Dr. Rosanna Mucetti  
Superintendent

Napa Valley Unified School District  
**Napa Valley Adult Education**



Rick Jordan  
Principal  
Judith Flores  
Assistant Principal

To: Dr. Rosanna Mucetti

From: Audrey Chubbs

CC: Rick Jordan

Date: July 30, 2019

Re: Signature for Child Start Inc. Contract Amendment

The attached contract was originally board approved in August of 2018, for the 18-19 school year. Our quality enhancement grant partner, Child Start Inc. who support the infant toddler program at Adult Ed, would like to give us additional funds to purchase a new outdoor play structure. Wade Roach originally signed the contract, but since they need to have the funds spent in this fiscal term, we are hoping it is possible to have you sign the contract amendment to expedite the payment.

Thank you for your assistance! Please let me know if you have any questions regarding this request. I can be reached via my cell this week @ (707) 317-3657.



## **Amendment to Early Head Start - Child Care Partnership Contract**

As of June 1, 2019, the contract entitled *Early Head Start - Child Care Partnership Child Care Center Annual Contract* between Napa Valley Unified School District's Napa Valley Adult Education "New Beginnings" Program and Child Start, Inc. will be changed as follows:

### **June 1, 2019 Amendment**

---

The contract amendment from February 20, 2019 that reads:

10. Child Start agrees to pay for facility and outdoor space improvements to meet health and safety requirements per California Community Care Licensing and Head Start Performance Standards, not to exceed the amount of **\$2,931.00**. The Provider must submit a full scope of work with projected costs to Child Start for approval.

Shall now read:

10. Child Start agrees to pay for materials and facility and outdoor space improvements to meet health, education and safety requirements per California Community Care Licensing and Head Start Performance Standards, not to exceed the amount of **\$12,500.00**. The Provider must submit a full scope of work and/or projected costs to Child Start for approval.

### **February 20, 2019 Amendment**

---

Add the following under "Child Start agrees to":

10. Child Start agrees to pay for facility and outdoor space improvements to meet health and safety requirements per California Community Care Licensing and Head Start Performance Standards, not to exceed the amount of **\$2,931.00**. The Provider must submit a full scope of work with projected costs to Child Start for approval.

These changes are the only changes to the original contract initiated on August 1, 2018. The entire remainder of the original contract remains in full force. This Amendment shall be signed on behalf of Napa Valley Unified School District's Napa Valley Adult Education "New Beginnings" Program by Wade Roach, Assistant Superintendent and on behalf of Child Start by Debbie Peralez, Executive Director. The Amendment shall be effective once signed by both parties.

APPROVED BY:  
Child Start Incorporated

*Debbie Peralez*

Debbie Peralez, Executive Director  
439 Devlin Road  
Napa, CA 94558  
P: 707-252-8931 ext. 2849  
E: [dperalez@childstartinc.org](mailto:dperalez@childstartinc.org)

Date of Approval: 6/1/19

APPROVED BY:  
Napa Valley Unified School District

~~Wade Roach, Assistant Superintendent~~  
~~2425 Jefferson Street~~ **ROSANINA MUCETTI**

Napa, CA 94558  
P: 707- 253-3533  
E: [wroach@nvusd.org](mailto:wroach@nvusd.org)

Date of Approval: \_\_\_\_\_



**NAPA VALLEY  
UNIFIED SCHOOL DISTRICT**

**Napa Valley Unified School District Board of Education  
2425 Jefferson Street (Board Room)  
AGENDA FOR REGULAR MEETING**

**October 18, 2018**

- I. CALL TO ORDER – 6:00 p.m. – The public may address the Board on any school-related personnel matter prior to adjournment to Closed Session.
- II. ROLL CALL AND ESTABLISHMENT OF QUORUM
- III. ADJOURN TO CLOSED SESSION - The Board will hold a closed session to consider and/or take action upon any of the following items:
  - A. With respect to every item of business to be discussed in closed session pursuant to Sections 49060 and 49078 and the Family Rights and Privacy Act: STUDENT MATTERS - Potential student expulsions, student reentries and student residency appeal will be considered.
    1. SUSPENDED EXPULSIONS:
    2. EXPULSIONS:
    3. RE-ADMITTED EXPULSIONS:
    4. STUDENT RECORD EXPUNCTION:
  - B. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR Agency Negotiator: Alejandro Hogan, Assistant Superintendent. Name of organizations representing employees: Gayle Young, NVEA; Denise Gibb, CSEA #184; Corrine Gomez, NAPS.
  - C. With respect to every item of business to be discussed in closed session pursuant to Section 54957: Superintendent Evaluation PUBLIC EMPLOYMENT– Superintendent, Teacher(s), Administrator(s), Classified Management, and Classified Position(s)
  - D. With respect to every item of business to be discussed in closed session pursuant to Govt. Code Section 54947: PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/APPOINTMENT:
  - E. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8: CONFERENCE ON REAL PROPERTY
  - F. With respect to every item of business in closed session pursuant to Section 54956.9: CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION – Number of cases: unknown at this time;
- IV. OPEN SESSION - 7:00 p.m.

[View Presentation](#)

**XV. CONSENT ITEMS** - Background information on these items is provided to the Board prior to the meeting. A common motion takes action without discussion on roll call vote unless discussion of item(s) is requested by Board member(s).

A. Approval of Contracts for Consultant Services - Listing of consultant contracts.

[View Contract Listing](#)

B. Approval of Certificated and Classified Personnel Documents - Listing of personnel action of employments, appointments, terminations, etc.

C. Approval of Registers of Warrants and Payrolls – Listing of payments to vendors and payrolls.

[View Warrants](#)

D. Approval of Memoranda of Understanding for the following:

1. Child Start - Agreement between Child Start, Inc. and Napa Valley Unified School District (NVUSD) to provide educational and comprehensive services of the Head Start/Early Start Child Care programs to eligible families.

[View Agenda Form](#)

[View Agreement](#)

2. Houghton Mifflin Harcourt Publishing Company – Agreement between Houghton Harcourt Publishing Company and Napa Unified School District, to work together on the Math Fact Fluency Research Project to improve understanding of how students acquire math fact fluency. No charge to NVUSD

[View Agenda Form](#)

[View Agreement](#)

3. UC Davis C-STEM Center – Agreement to provide professional development for C-STEM teachers participating in the 2018-19 C-STEM/Computing Robotics program. Funding Source: NapaLearns – no cost to NVUSD

[View Agenda Form](#)

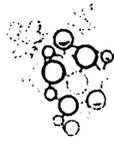
[View Agreement](#)

4. Sonoma State University – Agreement between California State University Sonoma and the Napa Valley Unified School District for the purpose of defining the respective roles and responsibilities of the two parties, in order to allow School District to extend offers of employment to enrolled students in the University's credential Intern Program. Term: July 1, 2018 through June 30, 2020.

[View Agenda Form](#)

[View Agreement](#)

5. Napa Ford Lincoln – Approval to purchase one (1) new wheelchair/sit down van. This van will replace the rental van currently being used daily to transport SPED students from



NAPA VALLEY  
UNIFIED SCHOOL DISTRICT

2425 Jefferson Street, Napa, CA 94558-6257  
Board of Education Meeting  
Agenda Item Analysis

Directions: Please submit agenda items using this form to Georgina Martinez no later than 7 days before Board Meeting date.

**BOARD MEETING DATE:** OCTOBER 18, 2018

**AGENDA ITEM:** APPROVAL OF AGREEMENT BETWEEN CHILD START, INC.  
AND NAPA VALLEY UNIFIED SCHOOL DISTRICT (NVUSD)  
CHILD CARE CENTER PARTNERSHIPS

**Attachment?**  yes  no  later  
(shade in box)

**Attachment Requires Board/Supt Signature?**  
 yes  no  
(shade in box)

**Administrator Submitting Request:**

**ACTION REQUESTED:** (shade in box)

- Approval/Adoption
- Information Only
- Introduction
- Discussion and/or Action

**Signature:**

**APPROVED**  
By Georgina Martinez at 10:42 am, Oct 22, 2018

**ITEM DESCRIPTION/BACKGROUND INCLUDING INFORMATION IMPACTING STUDENTS, PERSONNEL, PROGRAMS, FISCAL OR OTHER AREAS:**

Staff recommends approval of the Agreement between Child Start, Inc. and the Napa Valley Unified School District (NVUSD) Child Care Center. This Agreement allows the District to provide educational and comprehensive services of the Head Start / Early Head Start Child Care programs to eligible families.



**Child Start**  
incorporated

CHILD AND FAMILY SERVICES

## **CHILD CARE CENTER PARTNERSHIPS ANNUAL CONTRACT**

This Agreement is by and between Child Start, Inc. hereinafter called "Child Start" a non-profit 501(c)(3) agency organized in the State in the California with a physical address of 439 Devlin Road, Napa, CA 94558 and Napa Valley Unified School District's Napa Valley Adult Education "New Beginnings" Program, hereinafter referred to as the "Provider", a for-profit, licensed child care center with a physical address of 1600 Lincoln Ave., Napa, CA 94558 with reference to the following:

**Scope of Contract:** Child Start agrees to contract with the Provider to provide the educational and comprehensive services of the Head Start (HS) / Early Head Start-Child Care Partnership (EHS-CCP) program to eligible families via 8 EHS-CCP and 0 HS full-day, full-year child care slots in Provider's existing child care center for dually eligible State and HS/EHS-CCP children between the ages of 0 to 3 years for EHS-CCP and 3 to 5 years for HS. Provider must offer at least 1,380 annual hours of planned class operations for all enrolled children.

**Term:** the term of this agreement shall commence on August 1, 2018 through July 31, 2019. The enrollment date for children, whereupon invoicing can begin is August 1, 2018. This agreement shall continue annually subject to the right of each party to terminate this agreement by notification in writing by either party providing at least 30 days of notice. Both parties may exercise an option to renew this contract on an annual basis for a period of three years through August 31, 2020.

**Provisional Status:** Child Start and any of its agents and/or funders (i.e., Child Care Community Care Licensing, Resource and Referral, CACFP and/or Office of Head Start) have the right to engage in ongoing monitoring and observations to determine whether Provider is making substantial gains towards meeting program goals and/or meeting his/her responsibilities pursuant to this Agreement. If a failure of the Provider to make substantial gains towards meeting program goals or a failure of the Provider to meet his/her responsibilities pursuant to this Agreement is documented, the Provider will be placed on a provisional status for a 30-day period at the end of which, Child Start will either terminate the contract, extend provisional status or reinstate the original contract.

**Terms and Conditions:** Provider agrees to provide space, meals, supplies, supervision, and educational and child care services to children currently eligible for a State Funded Program or receiving a California State Child Care Subsidy. Eligible children will be enrolled in the Head Start/Early Head Start – Child Care Partnership

**(HS/EHS-CCP) program operated by Child Start under the following terms and conditions.**

**The Provider agrees to:**

**Provider shall furnish a child development program and supervision of children between the ages of 0 – 5 years old (exact ages of children placed at Provider's center will be negotiated on a contract by contract basis), and agrees to furnish such services in compliance with all applicable federal, state or local laws, rules or regulations, including providing an alcohol and drug free and smoke free environment. As used in this Agreement, child development and supervision means the degree of child development and supervision that meet Head Start Performance Standards and Title 22 Childcare Regulations of the State of the California.**

- 1. Provider will remain in compliance with applicable licensing laws and regulations. Provider will supply a copy of the following to be on file at the Child Start Administration Office location:**
  - **Childcare license issued by the State of California.**
  - **Proof of annual renewal of license (payment stub or receipt).**
  - **Proof of Liability Insurance in the amount of \$1,000,000 and endorsing Child Start as an additional insured under the Provider's liability policy.**
  - **Evidence of a tuberculosis clearance for the Provider and assistant(s) (if applicable) not older than 3 years prior to contract signing. If a Provider's employee is hired after contract signing, Provider must provide evidence of a tuberculosis clearance not older than 12 months for the new employee within 30 days of the date of hire.**
  - **Evidence of vaccination for pertussis and measles for the Provider and all employees. A statement from a physician that states the Provider and/or employee is already immune to measles/pertussis or that there is a medical reason not to vaccinate the Provider/employee may be accepted.**
  - **Live Scan clearance (for all caregivers) within the last two years.**
- 2. Operate a child care center on a non-discriminatory basis, providing equal treatment and services without regard to race, color, creed, religion, national origin, ancestry, physical or mental disabilities, or sex.**
- 3. Provide safe environments that meet the following Head Start performance standards:**
  - **Provider shall maintain an environment that is safe from hazards, and provides sufficient indoor and outdoor area for the number of children present.**
  - **The child care facility must be safely supervised by licensed providers or assistants at all times when children are present.**
  - **Provider shall provide and maintain a fire extinguisher that is certified annually and easily accessible; working smoke detectors located on each story, corridors, sleeping rooms and recreation areas; a well-supplied first aid kit, and emergency and evacuation plans that are easily identifiable by adults.**

4. Allow parents unlimited access to their children and to persons caring for their children during the normal hours of operation and whenever the children are in the care of Provider or Provider's employees.
5. Complete yearly training on Child Abuse Reporting. The Provider must supply documentation of completion. Provider must report any known or suspected child abuse or neglect to the appropriate agencies, as required by law.
6. Maintain records that are required by Title 22 of the California Code of Regulations and the Head Start Program Performance Standards. Provider shall make all such records available to Child Start representatives for program review, evaluation, audit and/or other purposes. Such records shall include, but are not limited to, attendance sheets, lesson plans, child observations and ongoing assessment, health/nutrition information, parent conference records, and other pertinent records that may be required by Child Start.
7. Allow access to, and cooperate with authorized Child Start representatives (staff, contractors and Providers) in the observation and evaluation of the child care classrooms, lesson plans, and other records. Visits will be scheduled or unannounced during posted hours of operation. If the Provider must cancel a scheduled visit, Provider must provide Child Start 24-hour notice.
8. Provide a program that will not include religious instruction or worship when serving HS/EHS-CCP program children.
9. Enroll in and adhere to the Child Care Food Program (Child and Adult Care Food Program – CACFP) guidelines and serve meals appropriate to age, developmental readiness, and meal spacing requirements.
10. Provide an individual space or container for children's personal belongings and take home materials.
11. Meet with Child Start staff at least weekly to ensure Provider is offering quality classroom environments, intentional teaching, and nurturing teacher-child interactions. During such meetings, Child Start can make available a substitute teacher, as needed, to maintain necessary child supervision ratios.
12. Work with Child Start staff on the required annual Program Self-Assessment and follow Child Start's adopted timeline. The Self-Assessment consists of, but is not limited to:
  - Results of Infant/Toddler Environment Rating Scale (ITERS)
  - Results of Parent Survey
  - Results of Desired Results Developmental Profile (DRDP)
  - Results of Child Start's Quality Visit and Monitoring Tools
13. Adhere to the following Head Start Performance Standards in the implementation of Educational and Family Services:

- Conduct developmental screenings on children within forty-five (45) days of enrollment, utilizing the ASQ screening tools; work with staff to meet ongoing health requirements.
  - Provide child education on Pedestrian Safety within thirty (30) days of enrollment.
  - Conduct a developmental assessment utilizing the DRDP on each HS/EHS-CCP enrolled child three (3) times per program year following Child Start's adopted timelines. Provide Child Start with a copy of the DRDP assessments within Child Start's adopted timelines.
  - Plan at least two child goals per quarter based on the results of the ongoing, developmental assessment.
  - Utilize an evidence-based curriculum to plan the developmentally appropriate experiences for children.
  - Work with Child Start staff to conduct two home visits and two parent conferences per year to review family assessments and discuss the results of screenings and developmental assessments with parents.
  - Be inclusive of children with disabilities, consistent with their Individual Family Service Plan (IFSP) or Individual Education Plan (IEP) and provide an appropriate environment and adult guidance for the participation of children with special needs.
  - Utilize information obtained from monthly meetings with Child Start staff and enrolled parents to develop family goals and incorporate parent input from home visits into the weekly lesson plans and the Individual Child Portfolio.
14. Provider will complete all attendance forms and records as required by the rules, regulations and guidelines of the HS/EHS-CCP program, and provide Child Start with a monthly accounting (due by the 10<sup>th</sup> of each month) of each child's attendance that includes the daily sign-in/out sheets with parent's full signature and daily attendance records indicating child's absences with parent's signature.
15. Adhere to all educational requirements, including but not limited to those required by Head Start Performance Standards, California Community Care Licensing regulations, and Child Start. Providers who do not currently meet these educational requirements must enroll in a program to obtain a Child Development Associate Teacher permit, or an Associates or Bachelor's degree in child development or early childhood education within six (6) months of beginning service provision. The program must include three (3) infant/toddler units. In addition, providers must acquire the CDA credential, Associate's, or Bachelor's degree within 18 months of beginning service provision. If a Provider has an Assistant(s), the individual must meet the qualifications for a California Child Development Assistant Permit, and obtain the Permit within 12 months of contract signing.
16. Provider shall not transport EHS-CCP or HS program children at any time, except in the case of an emergency. An emergency would be due to fire or earthquake where home is damaged and children need to be moved to a safer location.
17. Licensing Visits and Type A Violations: Provider must notify the EHS-CCP Program Manager of any announced or unannounced licensing visit. If Provider

receives a Type A Violation or is issued a Provisional License, Provider **must** notify Child Start within **one business day** of notification from Community Care Licensing. Provider becomes subject to an internal review by Child Start to determine a Provider's contract status, which can include Provisional Status or Termination.

18. Enrollment of Program Children: Provider shall enroll in his/her child care center no more children than the number authorized by his/her current Child Care Center License and Head Start Performance Standards. Provider agrees that Child Start is not obligated to fill any vacant slots not deemed part of the EHS-CCP or HS contract. Provider shall notify the Child Start representative within twenty-four (24) hours of any changes or status of children (such as a family losing subsidy, family drops from the program or requests extended leave) enrolled in the EHS-CCP or HS program.

- Early Head Start regulations concerning enrollment are as follows: No more than eight (8) children can be enrolled in each classroom and the teacher ratio must be equal to or less than one (1) teacher per four (4) children (1:4).
- Head Start regulations concerning enrollment are as follows:
  - No more than seventeen (17) children can be enrolled in each classroom if the class serves a majority of three year old children and the teacher ratio must be equal to or less than two teachers per seventeen children (2:17).
  - No more than twenty (20) children can be enrolled in each classroom and the teacher ratio must be equal to or less than one (1) teacher per ten (10) children (1:10). A size waiver of 45 CFR 1302.21(b) to serve up to 24 Head Start four year old children in one classroom may be approved by the Office of Head Start, conditioned upon Provider meeting the following requirements:
    - Provider must maintain 35 square feet of space per child;
    - Provider must meet State DOE Title V State Preschool staffing requirements with a paid staff ratio of one adult for every eight children;
    - Provider must meet Head Start classroom teacher credentialing requirements prescribed by Section 648A of the Improving Head Start for School Readiness Act; and
    - Provider must ensure classrooms serve predominately four or five-year-old children throughout the school year.
- Provider agrees to reserve any contracted HS/EHS-CCP slots for children and families who are dually eligible for State subsidy and HS/EHS for 15 days.

19. Provider agrees to the following statement of confidentiality: The use or disclosure of information of enrollees and/or their families will be limited to purposes directly connected with the administration of the HS/EHS-CCP program. Provider shall follow all State and Federal Guidelines.

20. Provider shall invoice Child Start monthly for services by the 10th day of the month following services. Child Start will pay Provider within 30 days of receipt of invoice. Monthly invoices shall document in-kind documentation to include number of

volunteer hours provided by parents, the costs of supplies and materials provided by Provider not paid for by this contract, and the cost of space donated for the use of these services.

21. Provider must not charge families enrolled in the HS/EHS-CCP program any program fees (such as fees for meals, enrollment or supplies), outside of those required by the State Funded Program.
22. Provider agrees to maintain a current list of all Child Start purchased equipment, which shall be reconciled with Child Start records. Provider shall return all equipment to Child Start if Provider goes out of business, the business is sold or the contract is terminated.
23. Provider agrees to provide to Child Start, assurances to verify that all construction and renovation projects and subcontracts financed with funds awarded under the HS/EHS-CCP program meet the requirements of the Davis-Bacon Act (40 U.S.C. 276a et seq.) and the Regulations of the Department of Labor, 29 CFR part 5. Such assurances must include verification that laborers and mechanics employed by contractors or subcontractors in the construction or renovation of the licensed child care facility in which enrolled HS/EHS-CCP children will be served, shall be paid wages at not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

**Child Start agrees to:**

1. Child Start agrees to pay the Provider the contracted rate for each enrolled child as defined in Exhibit B.
  - If a family enrolled in the HS/EHS-CCP program loses their California State Child Care Subsidy, Child Start agrees to pay the subsidy to Provider for up to one year as defined in *Table 2: Monthly Rate for Children without Child Care Subsidies*.
  - If a HS/EHS-CCP slot becomes vacant, Child Start will pay for the vacant slot for a 15-day calendar period as defined in *Table 3: Daily Rate for Vacancy or Partial Month of Service*. If a vacant slot is not filled within a 15-day period, Provider may enroll a non-HS/EHS-CCP qualified child and/or Child Start may redistribute the slot, at which time, the contract will be amended to reflect the most current number of HS/EHS-CCP slots contracted to the Provider.
  - If the Provider provides less than 11 days of service during any given month, Child Start will pay for each day of service based on the daily rates defined in *Table 3: Daily Rate for Vacancy or Partial Month of Service*.
2. Child Start agrees to pay for start-up materials and/or portable outdoor learning and play equipment to meet HS/EHS-CCP health and safety requirements, not to exceed the amount of **\$2,000**.
3. Child Start agrees to pay for costs associated with meeting the EHS education qualifications and credential requirements of the Provider and/or Provider's staff working directly with HS/EHS-CCP children, not to exceed the amount of **\$1,000**.

4. In addition to the above payments, Child Start agrees to provide diapers, gloves, changing table paper, wipes and oral health supplies for the enrolled children. Furthermore, if a child has a diagnosed special need requiring special supplies or equipment, Child Start will provide the necessary supplies and equipment to the Provider.
5. Child Start agrees to make available ongoing training, support and evaluation to assist Provider in making substantial gains towards meeting program goals and/or meeting his/her responsibilities pursuant to this Agreement. This includes, but is not limited to regular visits (scheduled and unannounced) during hours of operation.
6. To provide copies of Head Start Performance Standards, forms and samples of record-keeping systems to ensure compliance with Head Start guidelines.
7. To assist in recruiting families in need of child care and Early Head Start services, as well as to verify Early Head Start eligibility and to conduct required Early Head Start enrollment paperwork of eligible families. In addition, Child Start agrees to provide information to parents that explain Early Head Start services, requirements and expectations. (For provider to be authorized to be paid for services, only authorized Child Start personnel may verify eligibility and enroll children in the HS/EHS-CCP program.)
8. To make available the following services to Provider:
  - Technical assistance, coaching and mentoring to Provider in the provision of educational services.
  - Include Provider and Provider's Staff in all Child Start Staff Development opportunities to include specialized training in curriculum and family advocacy.
  - Work in collaboration with Provider and Provider's Staff to assist with the referral process.
  - Provide support with all necessary emergency/safety plans.
  - Provide health resource information and ensure program Coordinators are available for support and technical assistance.
9. To provide Early Head Start parents the opportunity to enroll their children in another Child Start Early Head Start program, if the Provider is no longer contracting with Child Start.

**General Provisions:**

1. Child Start retains the right to terminate this Agreement at any time by providing written notice thereof if:
  - Provider fails to perform any covenants, obligations or duties under this Agreement or fails to comply with any law, rule, or regulation, guideline or directive established by the Federal Government, the State of California, the California Department of Education or the Head Start Performance Standards.
  - Provider submits false information, including days and hours of child's attendance. Submission of false information may constitute fraud, and any

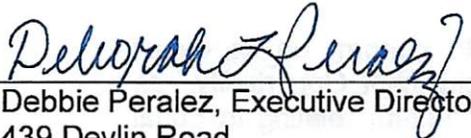
fraudulent claims will be referred to the appropriate law enforcement agency for investigation.

- Provider's conduct is rude, uncooperative, contentious, badgering, or verbally abusive to parents, children, Child Start representatives and/or agents, and/or representatives of any of Child Start's funders.
  - Provider fails to provide verification of current child care license or provide forms and records required of Provider that are necessary for the operation of the Child Care Center.
2. Notwithstanding the foregoing paragraph, either party may terminate this Agreement providing the other party with written notice at least thirty (30) days prior to the effective date thereof.
  3. It is expressly understood that Provider shall perform all acts as required under this Agreement as an independent provider and that Provider shall not be considered an officer, agent or employee of Child Start. As an independent provider, Provider shall not be entitled to any rights or benefits of employees of Child Start, including, but not limited to, unemployment insurance, worker's compensation, retirement benefits, state disability or other leave benefits. Nothing in this Agreement shall be construed to mean that Child Start retains any control over the manner and means by which Provider performs its services but only over the results of those services, notwithstanding the specificity required by the State of California and Federal Government to carry out this contract.
  4. Discipline of Children: California Codes prohibit the use of corporal punishment or unusual means of punishment. Discipline of children must be fair, reasonable and consistent, and must be related to the offense. Corporal punishment (spanking) is not permitted even though the child's parents may have given consent. Punishment connected with functions of living such, as eating, sleeping, or the elimination of human wastes shall not be used.
  5. Indemnification:
    - a) Child Start agrees that to the fullest extent permitted by law, Child Start will hold harmless, defend, and indemnify the Provider, its agents, employees and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by Child Start under this contract. The terms of this section shall survive termination of this contract.
    - b) Provider agrees that to the fullest extent permitted by law, the Provider will hold harmless, defend, and indemnify Child Start, its agents, employees, and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by Provider under this contract. The terms of this section shall survive termination of this contract.

6. Controlling Status: Attached hereto as Exhibit A and incorporated herein by reference are the additional Assurances governing contracts between the Provider and Child Start. The Parties to this Agreement shall abide by all of the terms and conditions set forth in the Assurances. Additionally, each provision and clause required by law to be inserted in this Agreement shall be deemed to have been inserted in this Agreement, and this Agreement shall be read and enforced as though each such provision were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this Agreement shall be amended to make such insertion upon the application of either Party.
7. The laws of the State of California shall govern this Agreement.

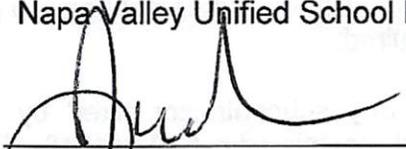
This Agreement of Services for Licensed Child Care Centers between the Child Start HS/EHS-CCP program and Napa Valley Unified School District's Napa Valley Adult Education "New Beginnings" Program shall be effective on August 1, 2018 and shall remain in force until July 31, 2019.

APPROVED BY:  
Child Start Incorporated

  
\_\_\_\_\_  
Debbie Peralez, Executive Director  
439 Devlin Road  
Napa, CA 94558  
P: 707-252-8931 ext. 2849  
E: dperalez@childstartinc.org

Date: 9/24/18

APPROVED BY:  
Napa Valley Unified School District

  
\_\_\_\_\_  
Wade Roach, Assistant Superintendent  
2425 Jefferson Street  
Napa, CA 94558  
P: 707-253-3533  
E: wroach@nvusd.org

Date: 10/19/18

**EXHIBIT "A"**  
**ASSURANCES**

**Provider hereby assures and certifies to Child Start that it will comply with the regulations, policies, guidelines and requirements, including 45 CFR Part 87, 45 CFR Part 75 and 2 CFR Part 200 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Provider assures and certifies to Child Start that:**

**1. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the Agreement and to provide such additional information as may be required.**

**2. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

**3. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 – 1508; and 7324 – 7328), which limits the political activity of the employee.**

**4. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.**

**5. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").**

**6. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. §§ 7104, et seq.) which authorizes the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Provider or any of its subcontractors (i) engages in**

severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

7. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

8. To the extent applicable, if Provider, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than \$2,000, Provider agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

9. Regarding all negotiated contracts, excluding those for less than \$2,500, Child Start, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

10. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**EXHIBIT "B"**  
**CONTRACT RATES FOR CHILD CARE CENTERS**

**Table 1: Monthly Rate for Children with Child Care Subsidies**

County	Birth to 3 Years EHS-CCP	3 through 5 Years Head Start
Napa County	\$514.00	\$373.99
Solano County	\$514.00	\$369.85

**Table 2: Monthly Rate for Children without Child Care Subsidies**

County	EHS-CCP	Head Start
Napa County (0 to 24 months)	\$1,790.56	\$0
Napa County (2 through 5 years)	\$1,372.82	\$1,302.82
Solano County (0 to 24 months)	\$1,622.31	\$0
Solano County (2 through 5 years)	\$1,202.42	\$1,130.35

**Table 3: Daily Rate for Vacancy or Partial Month of Service**

County	Children without Subsidies	Children with Subsidies
Napa County (0 to 24 months)	\$93.60	\$23.36
Napa County (2 through 5 years)	\$68.91	\$17.00
Solano County (0 to 24 months)	\$82.27	\$23.36
Solano County (2 through 5 years)	\$58.25	\$16.81

\*For vacancies, the daily rate is paid based on the actual number of service days that a slot is vacant with a maximum of 11 service days. If a vacant slot is filled within 15 calendar days, monthly rates apply.

\*\*For partial months of service, the daily rate applies if less than 11 services days are offered in any given month. If a provider offers 11 or more days of service in a month, the monthly rate shall apply.

**Table 4: Health and Education Materials**

County	Birth to 3 Years EHS-CCP	3 through 5 Years Head Start
Napa County	\$250/Child	\$200/Child
Solano County	\$250/Child	\$200/Child