

**INTERAGENCY COOPERATION CONTRACT
 FOR
 CHILD CARE SERVICES AND
 OPERATION AND MANAGEMENT OF THE STATE OF TEXAS
 CHILD CARE PROGRAM
 BETWEEN
 THE TEXAS FACILITIES COMMISSION
 AND
 THE UNIVERSITY OF TEXAS AT AUSTIN**

The Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Blvd., Austin, Texas 78701 and The University of Texas at Austin, an institution of higher education state agency, for the benefit of the University of Texas Child Development Center (hereinafter alternatively referred to as "Contractor" and "UTCDC"), located at 100 Inner Campus Drive, MAI 102, Austin, Texas 78712 enter into the following contract for child care services and operation and management of the State of Texas Child Care Program (hereinafter referred to as the "Contract") pursuant to TEX. GOV'T CODE ANN. ch. 2165 (Vernon 2008 & Supp. 2014).

I. STATEMENT OF WORK

1.01. **SCOPE OF SERVICES.** Contractor agrees to operate and manage the State of Texas Child Care Program, including the provision of child care services, currently comprised of one facility located at 1507 Lavaca Street, Austin, Texas, 78711 in accordance with the requirements and provisions discussed in the Contract and in more detail within Exhibit A-Statement of Work and Exhibit B-Contractor State of Texas Child Care Program Plan, comprised of Contractor's solicitation responses with regard to Child Care Program Services and Curriculum Plan, Family/Teacher Relations Plan, Parent Handbook, Staff Hiring/Policies/Retention Plan, Assessment Plan, Licensing and Accreditation Plan, Food Service Plan, Budget and Child Care Fee Plan and Scheduling Plan, both of which are attached hereto and incorporated herein for all purposes.

1.02. **CHILD CARE FACILITY DESCRIPTION.** (a) TFC shall provide the 0.7 acre child care facility comprised of two buildings located at 1507 Lavaca Street, Austin, Texas 78711 (hereinafter referred to as the "Child Care Center"), rent-free as the sole existing facility in operation under the State of Texas Child Care Program ("Existing Facility"). The North Building is 3,332 square feet consisting of four classrooms, five storage areas, one office and one kitchen. The South Building is a two-story structure with a 3,615 square feet first floor consisting of four classrooms, and five storage areas. The second floor of 4,389 square feet is not suitable for use as part of the Child Care Center. The Child Care Center also includes a parking area for twenty-six (26) vehicles, walks, driveways, and approximately 5,448 square foot play area located between the North and South Buildings. Contractor agrees to enter into a rent free lease agreement with TFC for the above described buildings, grounds and facilities and abide by all terms and conditions within the lease agreement.

(b) TFC plans extensive renovations to the Child Care Center Existing Facility during a temporary closure from June 1, 2015 to approximately September 1, 2015. Interior usable square footage will decrease from the above description, which may result in an adjustment of number of children who can be served. The renovated kitchen will include a refrigerator, microwave, and a commercial two (2) compartment sink; no range or warming oven will be provided.

1.03. **GUARANTEE OF SERVICE.** At present, the State of Texas Child Care Program consists of one Existing Facility located in the Capitol Complex, the Child Care Center. The Child Care Center provides services to the children of State of Texas employees and private individuals. Families displaced due to renovation and families enrolled at the time of the temporary closure shall be given first priority to enroll when child care services resume at the Child Care Center in September of 2015. TFC does not guarantee a level of participation or utilization in the State of Texas Child Care Program or the Child Care Center. TFC reserves the right to establish, review, and revise enrollment procedures. Pursuant to Texas Government Code, Sections 663.111 and 2166.551, TFC may consider, under certain circumstances, the establishment of additional child care facilities (“Additional Facilities”).

1.04. **CONTRACT ADMINISTRATOR.** (a) Services under the Contract shall be performed on behalf of TFC, which shall be responsible for the administration of the Contract. TFC shall designate a “Contract Administrator” for this Contract who will serve as the point of contact between TFC and Contractor. The instructions of the Contract Administrator and/or the Contract Administrator’s designated representative (hereinafter collectively referred to as “Contract Administrator”) are to be strictly and promptly followed by Contractor at all times. The Contract Administrator is to have free access to Contractor’s supplies, equipment, and work product at during normal operating hours for inspection and audit. If it is impossible for the Contract Administrator to conduct inspections and/or audits during normal working hours, the Contract Administrator may have access at such other times as may be necessary by appointment. Contractor is to afford the Contract Administrator all necessary assistance during those inspections and/or audits. The Contract Administrator will decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work. The Contract Administrator will determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator during the progress of the Contract, to:

- (i) discover or reject unacceptable work;
- (ii) discover work not in accordance with the Contract; or
- (iii) failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of TFC’s right to full performance of the Contract.

(b) Contractor agrees to conduct all of its services under this Contract by and through appropriate communications with TFC’s Contract Administrator. No work, installation or other services shall be undertaken by Contractor except with the prior written direction of TFC’s Contract Administrator. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of TFC’s Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor’s risk and own expense. Contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this Contract, who shall be satisfactory to TFC. Personnel assigned to perform services under this Contract may not be reassigned without the prior written notification to TFC’s Contract Administrator.

1.05. **TUITION, FEES, AND EXPENSES.** (a) Contractor shall offer and perform services under the Contract in accordance with the tuition rates, fees, and expenses stated in Exhibit C- Contractor’s Tuition, Fees, and Expenses, attached hereto and incorporated herein for all

purposes. Any tuition increase must be presented and justified to the satisfaction of the Texas Facilities Commission before being implemented. Any increase that Contractor has classified as non-discretionary, such as UTCDC employee benefits, will be immediately considered by TFC.

(b) If Contractor seeks approval to increase tuition rates and fees, Contractor shall submit proposed tuition rates and fees, including the method of calculation and comparability to the private sector. If different fees are to be charged for different age groups or for different options, those fees should be itemized. Fees for additional, optional services (after-school care and summer programs) should also be itemized.

1.06. **DFPS RULES AND REGULATIONS.** At all times during the term of the Contract, Contractor shall have and maintain childcare licensing through the Texas Department of Family and Protective Services (hereinafter referred to as "DFPS"). Contractor shall comply at all times with the *Minimum Standards for Child-Care Centers* established by DFPS through formal rulemaking and located at Texas Administrative Code, Title 40, Part 19, Chapter 746.

1.07. **SITE VISITS.** Contractor must allow unannounced site visits by TFC and DFPS during normal operating hours and must make available such records as may be requested for examination by TFC personnel.

1.08. **TREATMENT OF CHILDREN.** Consistent with DFPS's Minimum Standards for Child Care Centers, Contractor shall ensure that no staff member, volunteer and/or parent at the facility inflicts corporal punishment or encourages corporal punishment by others on any child enrolled in the Child Care Center. Contractor shall ensure that there is no foul language, no favoritism and no emotional punishment (e.g. withdrawal of warm emotional contact and/or communication). Contractor shall furnish TFC with its written discipline and guidance policy immediately upon revision.

1.09. **INDEPENDENT CONTRACTOR.** (a) Contractor shall at all times represent itself as an independent contractor and shall not represent itself or its employees to be employees of TFC.

(b) Contractor shall assume all legal and financial responsibility as an employer including but not limited to taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage, and overtime.

(c) Contractor is directly responsible for the day to day operations of the State of Texas Child Care Center. Parents contract directly with Contractor for child care services. Contractor is legally and financially responsible for operating and managing the State of Texas Child Care Program. All decisions and responsibilities with respect to program, curriculum, enrollment, hiring, salaries, operational policies, and any and all aspects of the State of Texas Child Care Program operation including conducting the Child Care Center's business, remain the right and responsibility of the Contractor.

1.10. **NONDISCRIMINATION.** TFC has adopted an EEO Policy Statement, dated June 23, 2014, providing that all TFC programs shall be free of discrimination and harassment in compliance with federal and state law. At all times, Contractor shall comply with this statement with regard to the State of Texas Child Care Program and the Child Care Center and perform work and services under the Contract in a conforming manner.

1.11. **SMOKING.** All TFC facilities where work is to be performed are nonsmoking buildings. The Child Care Center will be subject to The University of Texas at Austin Tobacco-Free Campus, which provides that the use of any tobacco products is prohibited on property within the state of Texas that is owned, operated, leased, occupied, or controlled by the University of Texas at Austin, including parking areas and structures, sidewalks, walkways, and university owned buildings. For purposes of the Tobacco-Free Campus policy, "property" includes but is not limited to all buildings and structures, sidewalks, parking lots, walkways and attached parking structures owned or controlled by the University and all University-owned vehicles. (University of Texas Handbook of Operating Procedures 8-1040)

1.12. **EXAMINATION OF PREMISES.** Contractor UTCDC, UTPD, facilities services, fire protection, and environmental health and safety personnel shall inspect the Child Care Center at which the work and services will take place prior to the execution of the lease and be familiar with the conditions under which the work will be accomplished. Contractor shall inspect existing conditions prior to commencing work and/or services, including elements subject to damage or movement during any project.

1.13. **DELIVERABLES.** Contractor shall furnish the TFC Contract Administrator with the following reports on the designated timeframe:

- (a) as applicable reports:
 - (i) accidents/injuries/illnesses as are required to be reported by law to child care licensing;
 - (ii) problems or other pertinent information; and
 - (iii) loss or change in status of certifications or accreditations;
- (b) quarterly reports:
 - (i) proposed and completed staff training;
 - (ii) enrollment and waiting list broken down by state employee and non-state employee status;
 - (iii) building upkeep reports; and
 - (iv) licensing issues;
- (c) bi-annual Texas Rising Star reports;
- (d) annual proposed budget which shall include the following:
 - (i) salary/benefits/other employee costs;
 - (ii) financial audit;
 - (iii) proposed budget; and

- (iv) parent survey results;
- (e) evidence of criminal history background checks for administrators and staff;
- (f) staff licenses and certificates as necessary; and
- (g) reports shall be independent of any other child care facility Contractor may operate.

II. TERM

2.01. **CONTRACT AWARD.** (a) The awarded contract shall be for a period of six (6) years, beginning June 1, 2015 and shall expire on August 31, 2021. The Contract may be renewed for two (2) additional two (2) year periods, provided that renewal is executed prior to expiration of the current contract term and agreeable to both parties. Any renewals shall be in writing and at the same terms and conditions, unless agreed otherwise.

(b) Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract.

2.02. **WORKING HOURS.** (a) Contractor shall perform services Monday through Friday from 7:00 a.m. to 6:00 p.m. The holiday schedule will be posted online each year. The following dates are expected annual holidays. Additional closure dates will take place during a winter break with a fee based holiday camp available with a twenty (20) child minimum enrollment.

- (i.) Labor Day;
- (ii.) Thursday and Friday of Thanksgiving;
- (iii.) Christmas Eve and Christmas Day;
- (iv.) New Year's Day;
- (v.) Martin Luther King, Jr. Day;
- (vi.) Memorial Day; and
- (vii.) July 4th, if it falls on a week day.

(b) The Child Care Center may also be closed one (1) week per year for maintenance, when needed, at a mutually agreed upon time between TFC and Contractor. Contractor must provide written notification to parents of children enrolled in the Child Care Center, at a minimum, three (3) months in advance of proposed maintenance closure.

(c) Other work and/or services may also be performed at hours other than normal business hours, at the direction or with prior approval of, the Contract Administrator.

2.03. **TERMINATION.** (a) Termination with Default. TFC may terminate this Contract immediately for default by providing written notice to Contractor of such termination if the Contractor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Contractor will be responsible for paying damages to TFC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or TFC resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and, at the sole discretion of TFC, may not be considered in future solicitations for the same type of work, unless the scope of work is significantly changed.

(b) Termination without Default. TFC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice (the "Notice of Termination") to Contractor at least sixty (60) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by TFC under this subsection, Contractor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 2.03(c).

(c) Implementation of Termination. Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary as determined by TFC's Contract Administrator to preserve the work in progress and to protect materials, buildings, and equipment. In the event of termination by TFC; TFC shall pay Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work in accordance with the prices included in the scope of work.

(d) Termination by Contractor. Contractor may terminate the Contract upon providing one hundred twenty (120) days' written notice to TFC. In the event of termination by Contractor, Contractor shall be governed by the terms and conditions of this Contract, and shall perform the acts outlined in Section 2.03(c) above. Contractor will be held responsible for additional cost incurred from the termination of this Contract.

2.04. **UNSATISFACTORY PERFORMANCE.** TFC may consider the following levels of performance by Contractor as unsatisfactory. An unsatisfactory performance determination is not limited to the following:

(a) more than one (1) complaint to correct the same problem within thirty (30) calendar days;

(b) more than one (1) instance within one (1) calendar year of Contractor personnel not having the skill or knowledge to perform the required services;

(c) failure to timely complete and document required inspections;

(d) failure to maintain necessary licenses and accreditations to perform services as required by Exhibit A-Statement of Work; and

(e) failure to perform services or furnish deliverables as required by Exhibit A–Statement of Work.

2.05. CORRECTIVE ACTION PLAN. (a) If TFC identifies one or more instances of Contractor’s unsatisfactory performance, based on any of the circumstances set forth in Section 2.04 above or otherwise based on Contractor’s obligations under this Contract, the Contract Administrator may request a corrective action plan (“Corrective Action Plan”) from Contractor by notifying Contractor in writing of the issue(s) which constitute unsatisfactory performance, and directing Contractor to provide a written Corrective Action Plan. Contractor shall deliver a Corrective Action Plan within ten (10) business days of Contract Administrator’s notification, and such plan shall be subject to written approval by the Contract Administrator. The Corrective Action Plan shall address how Contractor will correct the instances of unsatisfactory performance identified by TFC and provide that Contractor shall, unless otherwise approved in advance by the Contract Administrator, complete all actions set forth in the Corrective Action Plan no later than thirty (30) calendar days following Contractor Administrator’s approval of the Plan.

(b) Failure to correct all identified elements of unsatisfactory performance included in the notice requesting the Corrective Action Plan, within the time as set forth in this paragraph, shall entitle TFC to avail itself of one or more of the following remedies at TFC’s sole discretion:

(i) TFC’s removal of one or more child care facilities from the scope of this Contract; and/or

(ii) TFC’s termination of this Contract.

(c) In addition, if Contractor is required to deliver and perform under more than one (1) Corrective Action Plan within any period of twelve (12) continuous months during the term of this Contract, and regardless of whether Contractor successfully completes such Correction Action Plans, TFC may consider such conduct to amount to Contractor’s continuing material nonperformance of services under this Contract. In such an event, TFC shall be entitled to avail itself of one or more of the following remedies, at TFC’s sole discretion:

(i) TFC’s removal of one or more child care facilities from the scope of this Contract; and/or

(ii) TFC’s termination of this Contract.

2.06. NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, TFC and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code Chapter 2260.

III. CONSIDERATION

3.01. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a) There are no payments required from Contractor or from TFC under the terms of this Agreement.

(b) Contractor agrees that TFC's provision of rent-free space at the Child Care Center constitutes good and adequate consideration for the obligations of Contractor herein. Contractor acknowledges and agrees that payments for services that may become due pursuant to an amendment to this Agreement are contingent upon TFC's receipt of funds appropriated by the Texas Legislature. Requests for payment must be supported by such documentation which, in the judgment of TFC, allows for full substantiation of the costs incurred.

(c) Changes in the scope of services affecting the cost of services provided for in this Agreement shall be approved by TFC by amendment to this Agreement. No compensation will be allowed for work performed without such amendment.

(d) If, at any time during the term of this Contract, Contractor reduces the comparable price of any article or service covered by the Contract to customers other than TFC, the prices charged to TFC for such articles or services shall also be reduced proportionately. Such reduction shall be effective at the same time and in the same manner as the reduction in price to customers other than TFC. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to TFC complete information regarding the reduction.

3.02. **ADDITIONAL SERVICES AND ADJUSTMENTS.** (a) "Additional Services" are those services not included in Article I of this Contract which may be requested by TFC at any time for the duration of this Contract. Upon request by TFC for Additional Services, Contractor shall prepare and submit to TFC a proposal for such services requested. Additional Services will be charged at rates mutually agreeable to both parties and shall be documented by written amendment to the Contract in accordance with Section 9.16 below.

(b) Additional Services may also include the addition of new child care facilities for which tuition, fees, and expenses were not included in Exhibit C-Contractor's Tuition, Fees, and Expenses and may be added to this Contract upon mutual agreement of TFC and Contractor. Prices for any Additional Facilities shall be calculated by comparing pricing to similar services included in Exhibit C-Contractor's Tuition, Fees, and Expenses. The addition of facilities shall be documented by written amendment to this Contract in accordance with Section 9.16 below.

(c) At any time, TFC may adjust the Contract, in whole or in part, with thirty (30) days' notice to Contractor. An adjustment will be made when a service is no longer required and shall be documented by written amendment to this Contract in accordance with Section 9.16 below.

IV. CONTRACTOR PERSONNEL

4.01. **REQUIRED QUALIFICATIONS.** At all times during the term of the Contract, Contractor shall have available, under direct employment and supervision, the necessary qualified personnel, organization and facility to properly fulfill all the terms and conditions of this Contract.

4.02. GENERAL AND CRIMINAL BACKGROUND CHECKS.

(a) Contractor represents and warrants that Contractor and Contractor's employees assigned to the State of Texas Child Care Program have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TFC as to the facts and circumstances surrounding the conviction.

(b) Contractor's employees and subcontractors that will complete any work on-site at a state-owned property may be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by Contractor. If requested by TFC, a complete criminal background check shall be completed before any employee performs services at the site, and may be requested at any time thereafter. Criminal background checks must be accomplished by the Texas Department of Family and Protective Services ("DFPS").

4.03. REMOVAL OF PERSONNEL. TFC may request that the Contractor replace unsatisfactory personnel for documented good cause shown, which request shall not be unreasonably denied. The determination of removal or replacement of said personnel shall be in accordance with University of Texas termination procedures.

4.04. CONTRACTOR COOPERATION. Contractor agrees to cooperate and coordinate its work with that of other contractors retained by TFC. Upon discovery of an apparent conflict in the sequencing of work with another contractor, Contractor shall report the concern to TFC's Contract Administrator who will resolve the conflict.

4.05. E-VERIFY.

(a) By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, the U.S. Department of Homeland Security's E-Verify system to determine the E-Verify reported eligibility of:

(i) all persons employed hired by Contractor after June 1, 2015 to perform duties under this Agreement, and

(ii) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

(b) Contractor shall provide, upon request of TFC, an electronic or hardcopy screenshot of the E-Verify reported confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the Contract may be immediately terminated, at the discretion of TFC, and at no fault to TFC, with no prior notification. Contractor shall also be responsible for the costs of any re-solicitation that TFC must undertake to replace the terminated Contract.** However, if it is determined that E-Verify does not apply to agencies of the State of Texas, and then Contractor will not be required to comply with E-Verify.

V. STATE FUNDING

5.01. **STATE FUNDING.** (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or TFC in violation of Article III, Section 49 of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of TFC hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

(b) Furthermore, any damages due under this Contract should not exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach; provided, however, the foregoing shall not be construed as a waiver of sovereign immunity.

VI. RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE

6.01. **BOOKS AND RECORDS.** Contractor shall keep and maintain under Generally Accepted Accounting Principles full, true and complete records, as are necessary to fully disclose to TFC or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms and conditions of this Agreement and all state and federal regulations and statutes.

6.02. **SUPPORTING DOCUMENTS, RETENTION; RIGHT TO AUDIT; INDEPENDENT AUDITS.** (a) Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Contractor and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TFC and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

(b) Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. The acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit

committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

6.03. **CONFIDENTIALITY.** To the extent authorized by law, Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is:

- (a) confidential by law;
- (b) marked or designated “confidential” (or words to that effect) by TFC; or
- (c) information that Contractor is otherwise required to keep confidential by this Contract.

6.04. **PUBLIC RECORDS.** Notwithstanding any provisions of this Contract to the contrary, Contractor understands that TFC will comply with the Texas Public Information Act, Texas Government Code Chapter 552. If contacted by TFC, Contractor will cooperate with TFC in the production of documents responsive to the request. Contractor agrees to provide the documents responsive to the request in the format and within the time frame specified by TFC. Contractor may request that TFC seek an opinion from the Office of the Texas Attorney General. However, the final decision whether to seek a ruling from the Office of the Texas Attorney General will be made by TFC in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, Contractor will notify TFC’s general counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with this Contract and/or any amendment to this Contract. This Contract and/or any amendment to this Contract and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Furthermore, Contractor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public as specified by TFC at no additional charge to the State.

6.05. **PUBLIC DISCLOSURE.** No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of TFC.

VII. CONTRACTOR’S RESPONSIBILITIES AND WARRANTIES

7.01. **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for damage to TFC’s equipment, and/or the workplace and its contents, by its works, its negligence in work, its personnel, or its equipment by Contractor’s staff or subcontractors. Contractor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work and/or services for TFC.

7.02. **PERFORMANCE STANDARDS.** (a) All work and/or services performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and shall comply with all federal, state, and local laws, rules, codes and ordinances, including but not limited to the DFPS Minimum Standards for Child Care Centers and those standards promulgated by the Occupational Safety and Health Administration (hereinafter referred to as "OSHA").

(b) All facilities where work is to be performed are professional environments. Contractor employees using inappropriate language or behaving in an inappropriate manner will be asked to leave the premises and documented by the Contract Administrator.

7.03. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS.** Contractor shall procure, at Contractor's expense, all necessary and required licenses, accreditations, and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, DFPS Minimum Standards for Child Care Centers, those promulgated by OSHA, Uniform Building Code ("UBC"), Uniform Mechanical Code, Uniform Plumbing Code, National Fire Protection Association ("NFPA") and all Texas health and safety standards. All electrical items must also bear the appropriate listings and certification from the Underwriters Laboratories Inc. ("UL"), Factory Mutual Research Corporation ("FMRC") or National Electrical Manufacturers Association ("NEMA").

7.04. **PERFORMANCE WARRANTY.** All work and/or services performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Work performed under this Contract shall meet all applicable requirements of the latest revision of the NFPA codes. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to TFC, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by TFC.

7.05. **MATERIAL WARRANTY.** All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE.** The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by TFC. Contractor shall provide TFC's Contract Administrator or his/her designated representative with all manufacturers' warranty documents within five (5) business days of completion of each project.

VIII. CONTRACTOR GENERAL AFFIRMATIONS

8.01. **BUY TEXAS.** If Contractor is authorized to make purchases under this Contract, Contractor certifies that Contractor will buy Texas products, services, and materials when available at a comparable price and in a comparable period of time pursuant to Texas Government Code Chapter 2155.

8.02. **EQUAL OPPORTUNITY.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this non-discrimination article. Contractor shall include the above provisions in all subcontracts pertaining to the work.

8.03. **AGENCY EXECUTIVE HEAD.** Under Texas Government Code Section 669.003 relating to contracting with an executive of a state agency, Contractor represents that no person who, in the past four (4) years, served as an executive of TFC or any other state agency, was involved with or has any interest in this Contract or any contract resulting from this Contractor. If Contractor employs or has used the services of a former executive head of TFC or any other state agency, then Contractor shall provide the following information: the name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Contractor, and the date of employment with Contractor.

8.04. **LIABILITY FOR TAXES.** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Contractor or its employees. TFC shall not be liable for any taxes resulting from this Contract.

8.05. **NO CONFLICTS.** Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

8.06. **IMMIGRATION REFORM.** The Immigration Reform and Control Act of 1986, as amended, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, require that all employees provide proof of identity and employment eligibility before they can work in the United States. TFC is committed to complying with all applicable immigration laws of the United States and requires compliance by its contractors and subcontractors. Contractor shall not place any employee of Contractor at a worksite, nor shall Contractor permit any employees, nor any employee of its subcontractor to perform any work on behalf of, or for the benefit of, TFC without first ensuring said employee's authorization to lawfully work in the United States.

8.07. **MINIMUM WAGE RATE REQUIREMENTS.** Notwithstanding any other provision of this Contract, Contractor hereby represents and warrants that the Contractor shall pay to each of its employees a wage not less than what is currently known as the "Federal Minimum Wage" and any increase or amendments thereto. Furthermore, Contractor shall produce proof of compliance with this provision by Contractor to TFC. TFC shall withhold payments due to Contractor until Contractor has complied with this provision. Prior to any payment being made for work satisfactorily completed and accepted, Contractor shall submit Wage Rate Affidavits (on the Department's Standard Wage Rate Affidavit Form) with its billing documents affirming that all employees have been paid not less than the current "Federal Minimum Wage."

IX. MISCELLANEOUS PROVISIONS

9.01. ASSIGNMENT AND SUBCONTRACTS.

(a) Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Contract without the prior written consent of TFC.

(b) Notwithstanding this provision, it is mutually understood and agreed that Contractor may subcontract with others for some or all of the services to be performed. TFC shall approve all subcontractors. Subcontractors providing service under this Contract shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the Contract shall relieve Contractor of responsibility for the service. If Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

(i.) Subcontracting shall be at the Contractor's expense.

(ii.) TFC retains the right to check any subcontractor's background and make the determination to approve or reject the use of submitted subcontractors.

(iii.) Contractor shall be the only contact for TFC and subcontractors. Contractor shall list a designated point of contact for all TFC and subcontractor inquiries.

9.02. FEDERAL, STATE, AND LOCAL REQUIREMENTS. Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

9.03. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS.

(a) Effective September 1, 2006, all state agencies and institutions of higher education shall procure products which comply with the State of Texas accessibility requirements for electronic and information resources specified in Title 1 of the Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

(b) If applicable, contractor shall provide the Texas Department of Information Resources ("DIR") with the universal resource locator ("URL") to its Voluntary Product Accessibility Template ("VPAT") for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same

accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

9.04. **RELATIONSHIP OF THE PARTIES.** Contractor is associated with TFC only for the purposes and to the extent specified in this Contract, and with respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor. Subject only to the terms of this Contract, Contractor shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TFC whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and TFC shall have no obligation with respect to:

- (a) withholding of income taxes, FICA or any other taxes or fees;
- (b) industrial or workers compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State of Texas to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

9.05. **DRUG FREE WORK PLACE.** Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law No. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Contractor, Contractor’s employees, and Subcontractors shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

9.06. **COMPLIANCE WITH OTHER LAWS.** In the execution of this Contract, Contractor shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety, and environmental protection. Contractor shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this Contract.

9.07. **NOTICES.** Any notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the TFC or Contractor, as the case may be, at the address set forth below:

For TFC: Attn: Legal Services Division
Texas Facilities Commission
1711 San Jacinto Blvd., Room 400
Austin, TX 78701
Phone: (512) 475-2400
Fax: (512) 236-6171

With a copy to: Attn: Director, Property Management Services
Texas Facilities Commission
1711 San Jacinto Blvd.
Austin, TX 78701
Phone: (512) 463-2360
Fax: (512) 236-6179

For Contractor: Attn: Vice President and Chief Financial Officer
The University of Texas at Austin
Office of the Vice President and Chief Financial Officer
100 Inner Campus Drive
MAI Bldg 102
Austin, TX 78712
Phone: 512-471-1422

With a copy to: Attn: Hara Cootes, Director
The University of Texas Child Care Development Center
The University of Texas at Austin
1925 San Jacinto Blvd.
Austin, TX 78712
Phone: (512) 471-7040
Fax: (512) 475-8081

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

9.08. **GOVERNING LAW AND VENUE.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. TFC and Contractor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this section shall be construed as a waiver of sovereign immunity by TFC or by Contractor.**

9.09. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.10. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges Contract is effective for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

9.11. **FORCE MAJEURE.** Any delays in or failure of performance by either party, except in respect of the obligation of payments under this Contract, shall not constitute default hereunder if and to the extent such delays or failure of performance are caused by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent, herein called "Force Majeure" including acts of God or the public enemy, sabotage, war, mobilization, revolution, civil unrest, riots, strikes, lockouts, fires, accidents breakdowns, or floods, earthquakes, hurricanes or any other natural disaster or governmental actions. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, TFC may terminate this Contract immediately upon written notification to Contractor.

9.12. **DISPUTE RESOLUTION.** The parties agree to use good-faith efforts to decide all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.

9.13. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same agreement.

9.14. **NO WAIVER.** Nothing in this Contract shall be construed as a waiver of the State of Texas's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TFC does not waive any privileges, rights, defenses, or immunities available to TFC by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract. Contractor does not waive any privileges, rights, defenses, or immunities available to Contractor by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

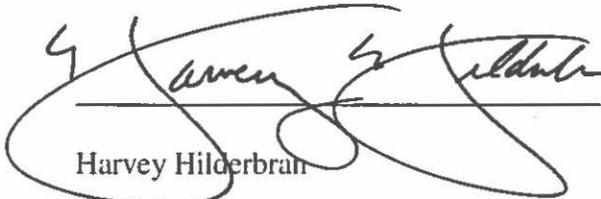
9.15. **FALSE STATEMENTS; BREACH OF REPRESENTATIONS.** By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor knowingly signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract, and TFC may terminate or void this Contract for cause and pursue other remedies available to TFC under this Contract and applicable law.

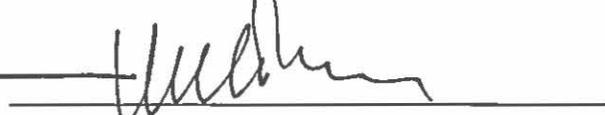
9.16. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistently with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

9.17 **BOARD OF REGENTS.** This agreement is not valid for amounts in excess of one million dollars without Board of Regent approval.

TEXAS FACILITIES COMMISSION

UNIVERSITY OF TEXAS AT AUSTIN





Harvey Hilderbrand

Printed Name: William Powers, Jr

Executive Director

Title: President

Date of execution: 5/15/15

Date of execution: 5/18/15

TBR Dir.

AKB D.E.D.

K G.C.

EXHIBIT A

TFC CONTRACT NO. 15-052-000

STATEMENT OF WORK

I. CONTRACTOR SERVICES

a. Contractor shall operate the Child Care Center beginning September 1, 2015.

b. Contractor shall operate and manage the State of Texas Child Care Program's sole facility, the "Child Care Center," which is open to the children of all State of Texas employees and private individuals, with preference given to state employees on a first-come, first served basis, Monday through Friday from 7:00 a.m. to 6:00 p.m. except in the following instances:

(i.) the holiday schedule will be posted online each year. The following dates are expected annual holidays. Additional closure dates will take place during a winter break with a fee based holiday camp available with a twenty (20) child minimum enrollment.

- (A.) Labor Day;
- (B.) Thursday and Friday of Thanksgiving;
- (C.) Christmas Eve and Christmas Day;
- (D.) New Year's Day;
- (E.) Martin Luther King, Jr. Day;
- (F.) Memorial Day; and
- (G.) July 4th, if it falls on a week day.

(ii.) the Child Care Center may also be closed two (2) days per year for "in-house" training, and one (1) week per year for maintenance, when needed, at a mutually agreed upon time between TFC and Contractor. Contractor shall provide written notification to parents of children enrolled in the Child Care Center, at a minimum of three (3) months in advance of proposed maintenance closure; and

(iii.) other work and/or services may be performed at hours other than normal business hours at the direction, and/or with the prior approval, of the Contract Administrator.

c. Contractor shall operate and manage the State of Texas Child Care Program in compliance with all applicable laws, including but not limited to:

- (i.) Texas Human Resources Code, Chapter 42;
- (ii.) Texas Government Code, Chapter 663;
- (iii.) Texas Administrative Code, Title 40, Part 19, Chapters 745;
- (iv.) Texas Administrative Code, Title 40, Part 19, Chapter 746, also known as DFPS's *Minimum Standards for Child-Care Centers*;
- (v.) Texas Health and Safety Code as applicable;

(vi.) either NAEYC or NAC safety and performance standards in all respects; and

(vii.) either NAEYC or NAC licensing and certification requirements in all respects.

d. Contractor shall furnish qualified staff. All staff assigned to the State of Texas Child Care Program must meet the background check requirement in DFPS rules, Texas Administrative Code, Title 40, Part 19, Chapter 745, Subchapter F, and TFC's criminal history background check criteria. Contractor is responsible for hiring and managing the following staff members in compliance with the DFPS *Minimum Standards for Child-Care Centers* and either NAEYC or NAC standards:

i. Director—must be at least 21 years of age, have a Bachelor's Degree and at least five (5) years' experience in managing or directing a child care center.

ii. Assistant Director—must be at least 21 years of age, have a Bachelor's Degree and at least three (3) years' experience in a child care center.

iii. Lead Teachers—must be at least 18 years of age, have at least two (2) years' experience in a child care center and it is preferred they have an Associate's Degree in early child development or education.

iv. Assistant Teachers—must be at least 18 years of age and have a High School Diploma, and at least one (1) year experience in a child care center.

e. Contractor shall ensure that all Child Care Center staff is:

i. aware of and complies with their responsibilities as identified in the DFPS *Minimum Standards for Child-Care Centers*; and

ii. trained in the areas and to the extent required by DFPS and either NAEYC or NAC.

f. Contractor shall be solely responsible for all direct and indirect costs incurred as a result of operations including, labor, supplies, food and beverages, and overhead. Services rendered and associated costs borne by Contractor may include, but are not limited to, the following:

i. day-to-day operation and management of the Child Care Center;

ii. routine facility maintenance and upkeep as required in lease;

iii. accreditation process fees;

iv. necessary permits and licenses;

v. food purchase, preparation and service;

vi. daily menu of snacks and meals, if any to be served;

vii. personnel costs of Contractor's staff, including Social Security costs, salaries and wages, payroll costs, workers' compensations, health insurance, other fringe benefits and staff development including training expenses;

viii. trade fixtures, such as furniture, furnishings, equipment, toys, or other materials necessary for operation of the Child Care Center;

ix. instructional materials;

x. supplies;

xi. laundry, paper, disposable products, detergents and other kitchen and office supplies;

xii. monthly listing of all children and staff injuries;

xiii. student/parent public relations costs;

xiv. all financial accounting responsibility;

xv. annual report and financial statement;

xvi. monthly financial statements and enrollment figures;

xvii. inspections;

xviii. telephone;

xix. trash removal;

xx. janitorial services;

xxi. maintaining first-aid equipment and supplies;

xxii. insurance;

xxiii. pest control, excluding termites or other structural pests;

xxiv. transportation costs; and

xxv. automobile liability insurance, upkeep, and maintenance of any vehicle used for the operation of the State of Texas Child Care Program.

g. Contractor shall maintain the Child Care Center environment and equipment in a manner conducive to the children's health, safety, comfort and developmental (physical, social, emotional and cognitive) needs. Contractor shall contact TFC in a timely manner to obtain necessary repairs to equipment and/or the Child Care Center that are the responsibility of TFC as stated in the lease.

h. Contractor shall protect children against the dangers of fire and smoke, injury attributable to the environment, against electrical hazards, and the spread of disease and infection, including the maintenance of an isolated area for quarantine of any child suspected of being ill. Contractor shall furnish written notification to TFC, immediately upon learning of any such hazard(s), and shall provide written notification to the TFC within twenty-four (24) hours of any investigation or citations by local, state, and federal authorities.

i. Contractor shall maintain the Child Care Center in a clean and safe manner. General housekeeping is expected so that the Child Care Center appears clean and well-kept at all times. Cleaning responsibilities of Contractor include, but are not limited to:

i. cleaning and sanitizing of all toys, toy shelves, children's furniture, kitchen appliances inside and out, kitchen pantries, storage closets including shelves, as well as pet cages and aquariums;

ii. immediate spot cleaning is required during snacks, mealtimes, and during and after craft projects; and

iii. storage of all bleach/sanitizing solutions will be out of reach of children.

j. Contractor shall post an emergency evacuation plan for the Child Care Center. Contractor shall ensure that a fire drill is conducted by the staff at the Child Care Center at least monthly and shall keep a record of these drills available to TFC upon request.

k. Contractor shall maintain copies of inspection certificates on file at the Child Care Center for inspections conducted by DFPS. Additionally, Contractor shall maintain all local, state and/or federal inspection records and have them available to TFC at all times.

l. Contractor shall work in coordination with TFC to provide all children enrolled with a clean, safe environment; a high quality curriculum developmentally appropriate to each age group; and a program designed to foster the optimal physical, social, emotional, and intellectual development of each child.

m. Contractor shall operate an independent website that includes pertinent information about the operation of the State of Texas Child Care Program. TFC shall approve all content, which shall not be unreasonably denied, prior to posting on the website. Contractor will coordinate with TFC to ensure consistent information is posted on both entities' websites. At a minimum, the Contractor's website shall contain the following subjects:

i. About—general information about the Contractor and the services performed with regard to the State of Texas Child Care Program;

ii. Curriculum—general information about the curriculum and day to day engagement, per age group;

iii. Enrollment/Fees—information about how to enroll, fee structure, and waiting list; and

iv. Contact Us—information regarding location, phone, and email contacts.

- n. Contractor shall market the Child Care Center to promote usage, in conjunction with TFC oversight and guidance.
- o. Contractor shall perform any other services necessary for the operation of a child care facility.

II. LICENSING AND INSURANCE REQUIREMENTS

- a. Contractor shall begin the process of obtaining a provisional license with DFPS as a child-care center upon contract award.
- b. Contractor shall, per DFPS requirements and minimum standards, obtain and maintain a non-expiring license with the DFPS as a child care center.
- c. Contractor shall begin the process of obtaining either NAEYC or NAC accreditation within one (1) year of operation, and obtain either NAEYC or NAC accreditation within two (2) years of operation and maintain the accreditation for the term of the Contract.
- d. It is preferred that Contractor begins the process of obtaining a Texas Rising Star 4-Star certification within one (1) year of operation, obtains the certification within two (2) years of operation and maintains the certification for the term of the Contract. If the certification is not obtained, Contractor's justification for not receiving the it shall be given to TFC within two (2) years of operation.
- e. Contractor shall post, in a public area of the Child Care Center, Contractor's current state license to operate a child care facility.
- f. Contractor shall maintain insurance coverage as required under the Contract and as otherwise required by law.

III. ENROLLMENT

- a. Contractor shall enroll children on a first-come, first-served basis. However, priority for initial enrollment shall be given to children previously enrolled in the State of Texas Child Care Program, regardless of age, on May 27, 2014.
- b. After the initial enrollment period in year one, Contractor shall maintain at least 50% enrollment of children of State of Texas employees:
 - i. if 50% enrollment of children of State of Texas employees is not met, a plan must be put into effect to increase enrollment of children of state employees; and
 - ii. keep a list of child care applicants who are waiting for enrollment in the Child Care Center:
 - A. the list shall reflect the number of state employee children and higher Education employee children; and
 - B. the list shall be reported monthly to TFC.

c. TFC may permit enrollment due to special circumstance, as defined by TFC, including financial need or other hardship.

EXHIBIT B

TFC CONTRACT NO. 15-052-000

CONTRACTOR STATE OF TEXAS CHILD CARE PROGRAM PLAN

University of Texas Child Development Center

Response to RFP 303-5-00987

February 24, 2015

Table of Contents

- i) Company Information**
- ii) Company History**
- iii) Child Care Program Services and Curriculum**
- iv) Family/Teacher Relations**
- v) Parent Handbook**
- vi) Staff Hiring/Policies/Retention**
- vii) Assessment Plan**
- viii) Licensing and Accreditation Plan**
- ix) Food Service Plan**
- x) Budget and Child Care Fees**

i) Company Information

University of Texas at Austin is a state educational institution. It is operated through the Board of Regents and lead by the President of the University of Texas at Austin.

Primary Location

University of Texas at Austin Child Development Center
1925 San Jacinto Blvd.
Austin, Texas 78712

Secondary Location

University of Texas at Austin Child Development Center
2205 Comal Street
Austin, Texas 78722

Primary Contact is Hara Cootes

Office 512-471-7040

Cell 512-731-4043

Fax 512-475-8081

Email hara.cootes@austin.utexas.edu

ii) Company History, Experience and Qualifications

1) The University of Texas at Austin has operated a fulltime child care center since September 1991. During the past 23 years of operation, the program has expanded from one school to two, and increased enrollment from 85 children to a current enrollment of 365. Both locations are licensed through the Texas Department of Family and Protective Services, are certified as a Texas Rising Star 4 Star provider, and are accredited through the Association of Early Learning Leaders (NAC accreditation). The original school was NAEYC accredited and switched to NAC in 2008. Both schools operate year round and are open M-F from 7:15-6:00. The programs follow the University of Texas at Austin Holiday schedule for closing dates.

References:

Helen Wormington
former Parent Advisory Council Chair
kim.helen@austin.utexas.edu
512-471-3114
no fax available

Marti Burris
Director, Workforce Solutions
Martha.burris@wfscapitalarea.com
512-597-7184
no fax available

Sandra Briley
Adj. Faculty TX State
Sb71@txstate.edu
512-720-2303
no fax available

2) License and Current Accreditation Certificates. Below are the child care licensing certificates for both operations and the current NAC accreditation certificates. Included is a letter from NAC indicating when the center first became accredited. Prior to the date on the letter, the original location was NAEYC accredited. The records retention requirements have expired and the records are no longer available to verify or demonstrate the previous NAEYC accreditation.

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
Child-Care Licensing Division



UNIVERSITY OF TEXAS
2305 Canal St
Austin, TX 78722

Has been issued a CERTIFICATE to operate:

University of Texas Child Development Center
2305 Canal St
Austin, TX 78722
as a Licensed Child-Care Center caring for:

Total Capacity: 238	Ages: Infants (0 - 17 months old) Toddlers (18 months - 2 years) Pre-Kindergarten (3 years - 4 years) School (5 years and older)
-------------------------------	---

Permit Number: B51287
This CERTIFICATE is hereby issued: August 11, 2005

By: *[Signature]*
Child-Care Licensing Staff

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
Child-Care Licensing Division



UNIVERSITY OF TEXAS
1 University Station
D1200
Austin, TX 78712

Has been issued a CERTIFICATE to operate:

University of Texas Child Care Center
1925 San Jacinto
Austin, TX 78712
as a Licensed Child-Care Program caring for:

Total Capacity: 185	Ages: (0 - 17 months old) Toddler (18 months - 2 years) Pre-Kindergarten (3 years - 4 years) School (5 years and older)
-------------------------------	--

Amendment Date: March 28, 2008
License Number: 412100
This CERTIFICATE is hereby issued: February 4, 1992

By: *[Signature]*
Child-Care Licensing Staff

Consumer Remarks:
This permit must be displayed in a prominent place where parents and others may see it during operating hours. This permit is valid only for the location named above and cannot be bought, sold or transferred. This permit is the property of the Department of Family and Protective Services and must be returned to the Child-Care Licensing Division when it is no longer valid.
Attention Parents:
To verify the status of this Permit or to visit the compliance history, please call your local licensing office or visit www.texaschildcare.org.

Attention Licensees:
This license must be displayed in a prominent place where parents and others may see it during operating hours. This license is valid only for the location named above and cannot be bought, sold or transferred. This license is the property of the Department of Family and Protective Services and must be returned to the Child-Care Licensing Division when it is no longer valid.
Attention Parents:
To verify the status of this License or to check the compliance history, please call your local licensing office or visit www.texaschildcare.org.



National Accreditation Commission

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Clem A. on, VA
- Ben McGuckin, JD**
Bristol, PA

Executive Director

On behalf of the Association for Early Learning Leaders and the National Accreditation Commission we are issuing this letter to document the accreditation status of the following program:

University of Texas CDC - San Jacinto
1925 San Jacinto
Austin, Texas 78712

The above program enrolled in Self Study on 10/10/2007 and received the first award of accreditation on 10/8/2008 with an expiration date of 4/8/2012. The program continued with accreditation receiving the second award on 4/6/2012 with an expiration date of 4/6/2015. This program is a currently awarded program in good standing.

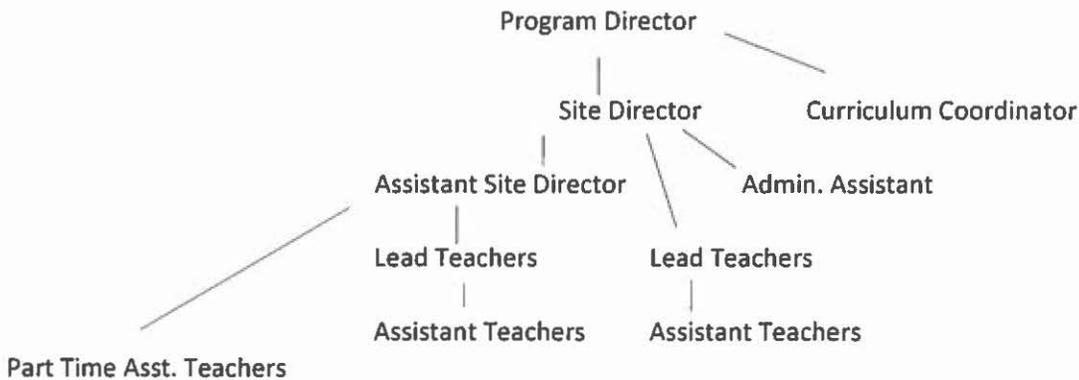
This achievement acknowledges that University of Texas CDC - San Jacinto has met exemplary standards for a program providing early care and education for young children. It is one of many steps toward excellence.

Current Award Information may also be found on our website, www.nacaccred.org.

Sincerely,

Colleen Tracy Haddad
Executive Director

3) Organizational Chart and Resumes of Key Personnel



Key personnel and responsibilities in performing this contract are listed below with resumes following.

Program Director - Hara Cootes – (resume below)

Enrollment, purchasing, marketing, public relations, hiring, coordinating, budgeting

Curriculum Coordinator - Susan Klein – (resume below)

Choosing materials, classroom set up, training staff, NAC accreditation specialist

Site Director - Rebecca Ryan – (resume below)

Enrollment, hiring, coordinating daily operations of the program.

Admin. Assistant – to be hired

Assist in day to day office tasks including paying bills, payroll, maintenance, supplies and scheduling staff

Lead Teachers – to be hired

Supervising and caring for children. Planning and implementing lesson plans to meet program and children's goals. Maintain a healthful and safe environment for children.

Asst. Teachers – to be hired

Assist in supervising and caring for children. Assist in planning and implementing lesson plans. Maintain a healthful and safe environment for children.

Student and part time teaching assistants – to be hired

Assist in caring for children in all aspects. Substituting for core staff.

Hara Cootes, M.Ed.

EDUCATION

University of Texas at Austin Masters of Education Early Childhood Education December 2008

Texas State University Bachelor of Science Family and Child Development May 1992

EXPERIENCE

University of Texas Child Development Center

September 2010 – Present

Director – Responsible for two child care programs caring for a total of 370 children. Responsibilities include enrollment, staffing, accreditation, curriculum, child care licensing and managing a budget of 3.2 million including reconciliation and reporting.

August 2005 – August 2010

Site Director - Responsible for all aspect of a 200 capacity child care center operation including fiscal responsibilities, accreditation, staffing, hiring, curriculum, developing program policies, responsible for 50 employees including 19 direct reports, direct customer contact with families, University community and arranging preschool observations.

February 1992 – 2005

Assistant Director - Responsible for all aspects of a 170 capacity child care center including fiscal responsibilities, staffing, hiring, developing program policies, direct customer contact with families and University community, and arranging preschool observations.

Austin Community College

November 1999-2001

Adjunct Faculty - Taught Child Growth and Development for three semesters

Austin ISD

September 1991-May 1992

Cared for children and worked in the Teen Parent Program

ADDITIONAL EXPERIENCE AND CERTIFICATIONS

Awarded Outstanding Employee Award – University of Texas 2009

Completed mediation course training 2008

Member of Leadership Council for Employee and Campus Services at The Univ. of Texas 2007-present

Susan L. Klein

PROFESSIONAL EXPERIENCE

University of Texas Child Development Center

Training/Curriculum Coordinator Sept. 2015 – Present

Validator, National Accreditation Commission for Early Care and Education Programs
March 2006 – April 2007 September 2010 – Present

Camp Chi JCC of Chicago June - August 2009-2013

Teen Director/Logistics Specialist/Specialty Director

Managed and supervised 50 staff and over 250 campers ages 13-17; designed Staff in Training curriculum; put together all schedules for activities, field trips, vehicles and special events; led staff training for supervisory and counseling staff; supervised and managed over 80 specialty staff (mainly international staff) and program areas

Sarasota Family YMCA, Inc. Sarasota, FL January 2005 – May 2009

Vice President, Educational Outreach Services April, 2007 – May 2009

Manage, organize, design, administer, and supervise educational programs for the Sarasota Family YMCA;

Early Childhood Director, Michael's Learning Center August 2006 – April, 2007

Responsible for operations, fiscal management and staffing for child care center and programs; 120 children ages 6 months– 5 years. Operating budget of approximately \$1M. Implemented nutrition, cultural arts, and environmental curriculum

Gold Seal Accreditation Mentor January, 2005 – June 2006

Mentored local childcare centers going through NAEYC and NAC accreditation

Jewish Council for Youth Services Chicago, Illinois Aug. 1990 – Dec. 2003

6/02-12/03	<u>Center Director</u> Northwest Family Center; Buffalo Grove, IL
8/00-6/02	<u>Early Childhood Director</u> – Northwest Family Center; BG,
8/98-8/00	<u>Director of Education</u> – Camp Henry Horner; Ingleside, IL
4/95-8/98	<u>Camp Director</u> – Camp Henry Horner; Ingleside, IL
8/89-8/95	<u>Center Director</u> – Lincoln Park Child Care Center; Chicago, IL

Jewish Community Center – Chicago, Illinois

1983-1985	<u>Executive Director of Early Childhood</u> ; Buffalo Grove, IL
1980-1981	<u>Director of Children's Department</u> ; Hyde Park, IL

EDUCATION

ERIKSON INSTITUTE, affiliated with Loyola University; Chicago, IL
M.Ed. in Early Childhood Development; Special Education Certification

UNIVERSITY OF NEBRASKA OF OMAHA; Omaha, NE
B.S. in Education Major: Therapeutic Recreation

Rebecca Ryan, M.A.

14203 Debba Drive, Austin, TX 78734 ♦ 925-550-7160 ♦ rebecca.ryan@austin.utexas.edu

PROFESSIONAL PROFILE

Master's degree in Early Childhood Education and fourteen years of experience as a teacher, administrator and professional development speaker. Demonstrated success in managing a large, nationally accredited program with minimal teacher turnover and maximum parent satisfaction. Outstanding interpersonal, employee mediation, and team building skills. An innovative problem solver.

EXPERIENCE

Assistant Site Director, University of Texas Child Development Center, Austin TX 2014-present

Supports the Site Director in managing all aspects of a NAC and TRS accredited early childhood program serving approximately 200 children from six weeks to six years of age. Specifically responsible for hiring and training student assistants, managing child and employee files, and overseeing maintenance of the building and grounds. Assists with touring families, planning/conducting trainings, hiring, training and evaluating core staff, managing staff schedules, maintaining written and verbal communication with parents and staff, and planning/coordinating school-wide events.

Primary Caregiver, Old Firehouse School, Walnut Creek CA 2010-2013

Created Reggio Emilia-inspired projects emerging from the interests of children from 2 to 5 years of age. Maintained ongoing written and verbal communications with parents. Conducted seminars on topics including, project work, Reggio-Emilia, reflective practice, and body image issues.

Student-Teacher, Mills College Children's School, Oakland CA 2008-2010

Studied the theories of prominent early childhood researchers. Related child development theory to classroom practice through curriculum planning, team collaboration, and reflective, inquiry-based exercises. Conducted master's thesis research on social/emotional problem solving and the use of puppets in a mixed-aged preschool classroom using teacher collaboration and documentation to guide curriculum goals.

Director, Quarry Lane School, Pleasanton CA 2006-2008

Oversaw all aspects of infant/toddler and preschool programs including, hiring, training, scheduling, and evaluating staff. Maintained licensing standards of health and safety. Worked with staff and parents to assess individual children's needs in order to provide support as needed. Collaborated with Admission's Director to optimize community outreach, enrollment, and appropriate classroom placement.

Assistant Director, Gan Haverim Preschool, Davis CA 2005-2006

Assisted the Program Director in managing all aspects of the Reggio-Emilia inspired, mixed-age preschool program including curriculum development, managing staff, assessing children, enrollment, fundraising, payroll and billing, maintaining licensing standards of health and safety, and communicating with parents, staff, and the Board of Directors.

Teacher, Little Friends Montessori, Davis CA 2001-2005

Collaborated with the Program Director to plan and implement developmentally appropriate indoor and outdoor Montessori curriculum for children from 2 to 5 years of age. Maintained written and verbal communication with parents, colleagues, and Program Director. Maintained a safe, clean, nurturing learning environment.

EDUCATION

M.A. in Early Childhood Education from Mills College, Oakland, CA. Graduated 2010

B.A. in Psychology and B.S. in Human Development from UC Davis, Davis, CA. Graduated 2005

CERTIFICATIONS HELD

Texas Department of Family and Protective Services Director's Certificate

4) Both UTCDC's locations are certified Texas School Ready Programs. This program promotes school readiness and is supervised by the University of Texas Health Science Center in Houston. The administrative team has a total of three bachelor's degrees in a child related field, three master's degrees in child related fields, and one CPR and 1st aid instructor.

5) UTCDC has access, without expense, to the resources of The University of Texas at Austin. Listed below are some of the resources available.

UT Police Department

UT Human Resources Department

Employee Assistance Program

UT Legal Department

Payroll Department

Purchasing Department

State Contracts

Accounting Department

Communications Department

6) UTCDC has had the following licensing violations in the past two years. Included below are each incident and a corresponding statement.

San Jacinto location – for the past two years 1,152 licensing standards were evaluated. Of those, two were cited as deficient.

11-1-2013 two staff members had expired background checks. Background checks must be re-submitted every two years. The background checks had expired in July 2013. Since this incident, a new automated system has been developed. A database with each employees completed background check the date is maintained and automatic alerts are set up.

7-24-2013 a child's parent was not immediately notified after an incident that required medical treatment. The incident happened at 10:00 am and the parent was notified at 3:00 pm when the child was picked up. Although the teacher was not aware the child needed medical treatment, training in reporting incidents to parents was given.

Comal location – for the past two years 2,043 licensing standards were evaluated. Of those six were cited as deficient.

9-8-2014 – a pre-k child was left unsupervised in the restroom for three minutes. Additional training was given to the teachers responsible for the child. The training included counting children and utilizing the sign in/out sheets as a tool. Child Care Licensing felt confident in our procedures and did not make recommendations.

5-15-2014 – a water hose on the toddler playground was uncoiled and wrapped between two poles, creating a tripping hazard. The hose was correctly stored while Child Care Licensing was inspecting.

5-15-2014 – two staff records evaluated did not contain training in preventing and responding to child abuse and neglect within their previous training year. The caregivers had receive the training in the current year. This issue was discovered prior to the licensing visit and had already been corrected.

11-1-2013 – a pre-k child was left unsupervised in the classroom for 4-5 minutes. Additional training was given to the teachers responsible for the child. The training included counting children and utilizing the sign in/out sheets as a tool. Child Care Licensing felt confident in our procedures and did not make recommendations.

7-26-2013 – two caregivers had expired background checks. Background checks must be submitted every two years. These had expired five days earlier. Since this incident, a new automated system has been developed. A database with each employees completed background check the date is maintained and automatic alerts are set up.

3-22-2013 – there was not enough loose-fill surfacing on the pre-k and toddler playground. An order had been placed for the materials and a parent work day was scheduled for 4/6/13.

7) UTCDC relies on a combination of NAC accreditation, Texas Rising Star and licensing for specific standards and criteria when defining the services offered by our program. In addition, we consider our philosophy and mission when making decisions about the services and care we provide for our families and children.

8) UTCDC would need a two week time period to move in and set up. This will allow the classrooms and offices to be established, as well as an open house and to tour enrolling families to take place. When we opened our Comal location in 2005, within two weeks we were able to set up for full enrollment in all 14 classrooms. Additional time would be needed prior to the two weeks for playground installation.

iii) Child Care Program Services and Curriculum

(1) Respondent must specifically identify the method and manner in which it proposes to provide child care services as described in the Statement of Work with an emphasis on the following items:

(a) Goals, objectives and curricular philosophy of the program;

The University of Texas at Austin Child Development Center is a developmental early childhood program. The program's philosophy is to nurture each child's growth and education in a stimulating and caring learning environment. This environment gives children the opportunity to develop linguistic, social, physical, and cognitive skills. The center helps children feel good about themselves and their abilities, which fosters the development of creativity and a strong sense of identity and competence. The program also values close working relationships with parents as a necessity in attaining program goals.

(b) Describe how the goals, objectives and curriculum of the center:

(i) Addresses the central aspects of child development;

The University of Texas at Austin Child Development Center provides an educational program designed to meet the needs of the whole child. This program is based on the knowledge that young children are active learners, involved in a process that uses all their senses as they talk, work, and play with people and materials. Professionally trained teachers and caregivers plan activities and arrange stimulating learning environments appropriate for the different developmental stages of a child's life.

The infant and toddler programs provide a warm, nurturing atmosphere in which caregivers play and talk with children as they care for their needs. These teachers care for children in a manner that assists them in developing trust in their surroundings and in their caregivers. Lesson plans for these age groups include a lot of sensory activities and outdoor play. Infants have stable, consistent routines based on their own schedules for eating, resting, and playing. Through encouragement and activities centered on weekly themes, toddlers develop independence while maintaining a sense of security.

Preschool children's daily activities center on units of study that are interesting and meaningful to young children, and their balanced schedules provide experiences in both group and individual settings. Stories, music, language experiences, projects, and discussion of unit studies take place in groups. Individually, children choose learning center activities in which they work and play in pairs, in small groups, or alone.

(ii) Are incorporated by the staff into the daily activities;

Infants

Curriculum Requirements

Individualized lesson plans based on children's development

Outdoor play in both morning and afternoon

Visual stimulation - Interesting, colorful pictures and objects to be observed

Auditory (language) stimulation – singing, talking, repeating infant sounds, music

Motor skills – both large and fine motor activities on a daily basis

Toddlers

Curriculum Requirements

Themed lesson plans/Emergent Curriculum/Project Approach

Second language/multicultural activity

Concepts or ideas section/vocabulary

Anti-bias, multicultural materials

Circle Time (after 9:00 am) includes reading stories and singing songs

One hour of outdoor play in both morning and afternoon (two hours total)

Cooking projects monthly with healthy, low sugar foods

The following Learning Centers are required:

1. **Sensory** – materials in sensory tubs need to vary including wet and dry substances. Materials for pouring and measuring need to be at least three to five inches deep. Cups, scoops, funnels, etc. need to be included.
2. **Dramatic Play** – The housekeeping area should be modified regularly. For instance, it can become a restaurant, shoe store, airport, grocery store, doctor's office, etc. Environmental print should be present (e.g. grocery containers). Look for opportunities to incorporate real items from a variety of cultures.
3. **Art/Writing** – Materials such as paper and markers need to be available on low shelves. Open ended art activities should predominate. Children's work needs to be displayed in the room at eye level. Easel and smocks need to be available.
4. **Books/Reading** – Books need to be displayed with covers showing. A comfortable place to sit and read should be nearby. Book selection needs to include non-fiction as well as fiction. Replace torn or ragged books. Puppets should visit periodically.
5. **Science** – The science center should contain a variety of "real" materials for observation and exploration. 2 to 3 of the following should be included at all times; experiments, pets, plants, magnets, magnifying glasses, nature objects such as shells, and rocks.
6. **Manipulatives/Math** - Puzzles, construction materials nesting and stacking toys need to be available. Objects that can be counted or games with numbers need to be available. Six to eight items should be in this center.
7. **Blocks** – Soft blocks in a sufficient number for the group size and age of the children should be available (no less than 40). Props such as animals, people, cars and trucks need to be available and changed regularly.
8. **Listening/Music** – Musical instruments need to be available at eye level.
9. **Woodworking** – Pounding benches satisfy this requirement.

Two – Five Year Olds

Curriculum Requirements

Themed lesson plans/Emergent Curriculum/Project Approach

Second language/multicultural activity

Concepts or ideas section/vocabulary

Anti-bias, multicultural materials

Circle Time (after 9:00 am) includes reading stories and singing songs
One hour of outdoor play in both morning and afternoon (two hours total)
Cooking projects weekly

Children 3 and older:

Journals, letter of the week, recognize and begin writing first names and last names
Minimum of four educational programs brought to the center.

The following Learning Centers are required:

1. Sensory – materials in sensory tubs need to vary including wet and dry substances. Materials for pouring and measuring need to be at least three to five inches deep. Cups, scoops, funnels, etc. need to be included.
2. Dramatic Play – The housekeeping area should be modified regularly. For instance, it can become a restaurant, shoe store, airport, grocery store, doctor’s office, etc. Environmental print should be present (e.g. grocery containers). Look for opportunities to incorporate real items from a variety of cultures.
3. Art/Writing – Materials such as paper and markers need to be available on low shelves. Open ended art activities should predominate. Children’s work needs to be displayed in the room at eye level. Easel and smocks need to be available.
4. Books/Reading – Books need to be displayed with covers showing. A comfortable place to sit and read should be nearby. Book selection needs to include non-fiction as well as fiction. Three year old classes need board and paper books. Replace torn or ragged books. Puppets should visit periodically.
5. Science – The science center should contain a variety of “real” materials for observation and exploration. Two to three of the following should be included at all times; experiments, pets, plants, magnets, magnifying glasses, nature objects such as shells, and rocks.
6. Manipulatives/Math - Puzzles as well as construction materials and games need to be available. Objects that can be counted or games with numbers need to be available. Eight to ten items should be in this center.
7. Blocks – Wooden unit blocks must be present for children three and older at all times but may also be used by younger age groups. A sufficient number for the group size and age of the children should be available. Props such as animals, people, cars and trucks need to be available and changed regularly. 150 to 200 blocks should be in this center.
8. Listening/Music – Musical instruments need to be available at eye level. Listening centers, a tape player and two headphones, are required for children three and older.
9. Woodworking – Real tools, nails and wood are required for children four and older. Younger classes may use golf tees and Styrofoam, pounding benches or other safer materials.

(iii) Are play-based; and

UTCDC believes children learn through play. Play requires choices, active participation and a multisensory approach. For example, children’s experiences should include touching, smelling, seeing, hearing and these experiences should happen among peer and teacher interaction that has reciprocal communication. We avoid lecture and flash cards and other teaching methods that are considered “direct instruction.” Indirect instruction is a result of self-discovered learning. For example, the teacher

is talking about colors and places yellow and blue paint at the easel. The child learns through experience that yellow and blue make green as they utilize the easel and paint. This is play based learning.

(iv) How the achievement of the goals, objectives, and curriculum guide the teachers' ongoing assessment of a child's progress.

UTCDC assesses children in several ways and uses those assessments in guiding classroom activities and in guiding children individually. First, teachers meets with parents to assess goals for each child, aside from general goals for a specific age group. Children are assessed through formal check lists and anecdotal record keeping and observation. Anecdotal records give glimpses of development over time for teachers to use in review to track progress and set new goals. These goals drive activities for children. Formal assessments ensure that all areas of a child's development is considered, along with anecdotal records.

(2) Describe how Respondent will communicate the details of the curriculum and daily activities to families.

UTCDC posts lesson plans weekly so parents will know what activities are taking place and have opportunities to supplement. For example, if a class is talking about transportation, the family may want to take a weekend fieldtrip to the airport.

Weekly themes are also shared in regular newsletters, class websites, and lesson plans include a home connection component.

(3) Describe how the curriculum include the following components:

- (a) Social-Emotional Development - By nurturing children's self-concept, you help them feel accepted and valued by the people who are most important to them. We enhance this development by creating classroom activities that allow children to assert their independence, gain confidence in their abilities, and express pride in their accomplishments. Children begin to learn self-control by developing an awareness of their emotions and by understanding how their actions impact others. We help promote the children's coping and problem-solving skills by giving them opportunities to follow rules and routines, express their feelings and emotions, and learn to accept the consequences of their actions. Cooperation is about children working together to achieve a common goal. We foster cooperative learning by encouraging the children to play together, take turns, learn to resolve conflicts with words, share toys and learning materials, and experience the give and take of interactions and conversations.
- (b) Physical Development - Young children are in constant motion, and they learn to do new things with their bodies every day. Gross motor activities exercise large muscles. We foster the development of large muscles by planning activities that involve control and balance, walking, climbing, running, jumping, kicking, and hopping
- (c) Language Development - Through experiences with speaking and communicating, children practice using words. They expand their vocabulary; learn appropriate responses in conversations with other children and adults; experiment with sentence length and complexity; and most important, learn to express their thoughts, feelings, and opinions through words. The ability to listen to another person's words and understand them, is an important skill for children to learn. We promote children's listening and understanding skills through activities

involving simple and multiple step directions and by making songs, stories, poems, and rhythms part of our daily curriculum.

- (d) Early Literacy - Children who are exposed to a variety of books and are read to frequently, develop love and appreciation for books that will last a lifetime. We promote children's interest in books by setting aside a time each day for storytelling, by teaching them how to handle and care for books, by acting out scenes from a favorite story, by introducing reading-related activities, and most important, by creating a classroom library full of wonderful book selections. In addition we ensure children play and learn in a print rich environment.
- (e) Early Mathematics - Through hands on experiences with counting, children learn important number concepts and operations. The children begin to make these connections with activities involving counting in sequence, comparing numbers of objects, using one-to-one correspondence, and counting to determine quantity. We teach the children the important concepts of patterning and measuring by providing them with opportunities to recognize, duplicate, and extend patterns and practice measurement using standard and non-standard units of measure. Children learn to recognize, describe, and sort items according to size and shape simply by exploring their environment.
- (f) Science - Children learn important scientific skills and methods through hands-on experiences with the objects and materials in their environment. We foster the children's ability to learn these skills by giving them the opportunity to use tools and simple measuring devices, make comparisons, test observations, and collect and record information. We help them foster their interest in science by planning activities that encourage them to interact with the materials, living things, and natural processes in their environment.
- (g) Technology – Opportunities to interact with computers are provided daily in our pre-k age classrooms. The time allowed to spend engaged is limited. UTCDC believes that children learn best through interaction with others and therefore singular computer use should be limited.
- (h) Expression and Appreciation for the Arts - Children's creativity shines when they experiment with paints, brushes, crayons, collage materials, clay, and other art materials. With each opportunity to draw, paint, or color, the children become more skilled, increasing detailed, realistic artwork and have the ability to practice their fine motor skills.
- (i) Health and Safety - A commitment to physical fitness and healthy living begins in early childhood. We teach our children to care for their bodies, participate in and enjoy physical activities, and follow basic safety rules.
- (j) Social Studies - Each family and community is unique. We teach children to understand and value the diversity of families, the various roles of family members, and the places and people in their community through participation in neighborhood and family activities.

(4) Describe how Respondent will ensure that children have many and varied open-ended opportunities and materials to express themselves creatively through music, drama, dance, and two- and three-dimensional art.

MUSIC/DANCE: Children love to listen to and move to music. We foster the children's interest in and enjoyment of music by experimenting with different kinds of instruments, singing songs, participating in finger plays, and playing games. By providing the children with opportunities to enjoy movement and musical activities, we encourage them to experience different music tempos, styles, beats, and rhythms.

DRAMA: Children learn through play. By assuming different roles, children have the opportunity to work out solutions to problems, practice new skills, and interact with others. We encourage dramatic play activities in our classrooms by creating an environment filled with dress-ups and props.

ART: Children's creativity shines when they experiment with paints, brushes, crayons, collage materials, clay, and other art materials. With each opportunity to draw, paint, or color, the children become more skilled, increasing detailed, realistic artwork and have the ability to practice their fine motor

(5) One of the wonderful benefits from working with University families is the diversity it brings. We have families join us from all over the world. This brings with it a wealth of languages, customs, cultures, and ethnicities to our school. In order to represent, respect and honor the diversity, we insure diversity is reflected in the books we choose, the images we display, the equipment we purchase and the occasions we celebrate. There are many superficial ways of incorporating diversity into a program but at UTCDC we look for daily experiences and often use our parents to bring meaningful and authentic lessons into the class. On occasion a parent may join us to teach the children to make latkes or sushi. Having parents share their talents with us takes our desire to incorporate diversity to a more personal level and brings us together with our families.

(6) UTCDC has a long history of supporting families in a variety of ways and is especially sensitive to children with special needs. We have found that often we are the first ones to catch, address or initiate an evaluation for children. In order to do this well, our staff attend a variety of training. First, our staff must know what the developmental milestones are for children. By being aware of what is considered "typically" developing, a teacher can identify possible special needs. When a child in our program has a diagnosis, we ask the therapist working with the child to meet with the teacher so that therapies taking place can be incorporated into the classroom. The training that we have brought to our teachers has involved speech delays, motor development and sensory integration therapy techniques. We have an area in each of our programs for therapists to come onsite to work with children.

(7) Sample daily schedules are included below in order of age: infants, toddler, twos, threes, and fours.

Bumblebees Daily Schedule

Between 7:15 and 9:00	Arrival time- greeting children and 3 or families
Between 8:00 and 8:35	Change diapers as needed Present daily rhyming activity
Between 8:35 and 8:50	Wash hands and serve morning snack
Between 8:50 and 9:30	Clean up- wash hands, wipeup/robin
Between 9:00 and 10:00	Free play for the children/ Morning nap Change diapers as needed
Between 10:00 and 10:15	Clean up- Encourage children to pick up the toys Prepare for outside- put shoes/clothes on ch-dress
Between 10:15 and 10:45	Outside time
Between 10:45 and 11:15	Transition inside- wash hands take off shoes Serve Lunch Cleanup Diaper changing
Between 11:45 and 12:00	Turn on music, close blinds & take out mats
Between 12:00 and 2:00	Naptime or quiet time Read books, play quietly or take buggy ride for children who are awake
Between 2:00 and 2:30	Wash up- put nap sheets away in drawers & cubbies Free play
Between 2:30 and 3:00	Change diapers
Between 3:00 and 3:30	Serve afternoon snack
Between 3:30 and 3:45	Cleanup Prepare to go outside- sunscreen, shoes, and coats
Between 3:45 and 4:30	Outside time or buggy ride
Between 4:30 and 5:00	Transition inside- Wash hands, shoes off, make tables
Between 5:00 and 5:15	Serve late snack
Between 5:15 and 6:00	Free play for children Diapers as needed Cleaning and sanitizing of toys/ closing tables

Dragonfly Daily Schedule

7:15 - 8:15	Greetings to Dragonflies
8:15 - 8:30	Hand washing and Morning Snack
8:30 - 9:00	Diaper changing / Toileting (sunblock if needed)
9:00 - 10:00	Outside Time
10:00 - 10:45	Block center, Library, Music, Dance and Art
10:45 - 11:00	Circle Time
11:00 - 11:30	Lunch Time
11:30 - 12:00	Wash hands and face, Diaper changing / Toileting and Prepare for Nap Time
12:00 - 2:00	Nap Time
2:00 - 2:30	Diaper changing and Toileting (sunblock if needed)
2:30 - 3:00	Snack Time
3:00 - 4:00	Outside Time
4:00 - 4:10	Transition in from outside and Wash hands
4:10 - 5:00	Diaper changing / Toileting and Free Choice
5:00 - 5:20	Wash hands and Late Snack
5:20 - 5:30	Sea Turtles Transition into Dragonfly Classroom
5:30 - 6:00	Free Choice until parent picks up child



Panda Bears Daily Schedule

7:16 - 7:46	Drop off in Panda Bear class
7:46 - 8:00	Free play in Panda Bears
8:00 - 8:25	Breakfast and free play
8:25 - 8:30	Potty and clean up for outside play
8:30 - 9:30	Outside time with Dutton and Peasucite
9:30 - 9:50	Transition inside, wash hands, potty, and prepare for nap
9:50 - 10:40	Center and free play, special activities
10:40 - 11:00	Clean up, potty, wash hands, circle time and transition to lunch
11:00 - 11:35	Lunch and style lunch
11:35 - 12:00	Potty, wash hands, transition to naptime
12:00 - 2:00	Naptime
2:00 - 2:45	Wake-up, potty, wash hands, PSE snack (2:10 - 2:45)
2:45 - 3:15	Center and free play, special activities
3:15 - 3:30	Clean up, potty, and style time
3:30 - 4:30	Outside time with Dutton and Peasucite (Closer assistant come in 4:00)
4:30 - 6:00	Transition inside, wash hands, potty, and free play Pick up in Panda Bear class

*Thursday: Spanish with Ms. Brenda from 10:00 to 10:30 (school year only)

Rainbows Daily Schedule

- 7:15-8:00-Meet in the Fireflies Class (Ms. Angelica)
- Ms. Ella will pickup children at 8:00
- 8:00-9:15-Center play, morning snack, art
- 9:30-10:30- Outside play (weather permitting)
- 10:30-10:40 Wash hands, potty
- 10:40-10:55-Circle time/Show and share
- 10:55-11:00- Get ready for lunch
- 11:00-11:35-Lunch
- 11:35-11:50-Wash hand, sheets on mats, book time
- 12:00-2:00-Naptime/rest time
- 2:00-2:30-Wakeup, put nap things away, potty
- 2:30-3:30-Outside time (weather permitting)
- 3:30-4:00-Wash hands, circle time, afternoon snack
- 4:00-5:15-Center time, art
- 5:15-5:30-Cleanup, story
- 5:30-5:55- Late snack/prepare to go home

All-Stars Fall Semester Daily Schedule

7:00	Ms. Angelica arrives
7:15-8:00	Meet in the All Stars Class for morning drop off
8:00-8:30	Breakfast
8:30-10:30	Open Center Play, Small Group Activities, Guided Center Activities (math games, 100 and 200s, pre literacy activities, science experiments, reading)
8:30	Ms. Jennifer arrives
8:30-9:00	Clean Up Time, Nap Prep
9:00-10:30	Circle Time (opening songs, calendar, story time, group discussion, name review), Large Group Activities (learning games, music and movement activities, organized play)
10:30-10:45	Outside Time (Close Monitor 10:30)
10:45-11:15	Lunch Time
11:15-11:30	Barbecue, Clean Up Time, Quiet Reading Time
11:30-1:00	Nap Rest Time
1:00-1:30	Wash Up, Clean Up Area, Bathroom Time, Literacy and Language Time (numbers, book exploration, puppets, etc.)
1:30-2:00	Afternoon Circle Time (story time, group discussion, name review, literacy review), Large Group Activities (music and movement activities, learning games, organized play)
2:00-2:30	Open Center Play, Small Group Activities, Guided Center Activities (math games, art and craft, pre literacy activities, science experiments, reading)
2:30	Ms. Angelica leaves for the day, Ms. Jennifer, Ms. J arrives
2:30-3:00	Closing Circle (story time, group discussion, name review, literacy review), Large Group Activities (music and movement activities, learning games, organized play)
3:00-3:30	Outside Time (Close Monitor Play)
3:30	Ms. Jennifer leaves
3:30-4:00	Meet in the All Stars Class for morning, Table Activities, Literacy Exploration, Organized Center

**Note: The All Stars have Spanish at 9:30 on Thursdays

**All scheduled time may subject to change to due to inclement weather, special events or other circumstances

(8) IF UT CDC is award the contract for the state's child care services the following steps will be taken.

1. The current online waiting list system will be modified to accept other State of Texas Employees.

2. Marketing materials will be created and distributed to advertise new management and the fall re-opening.
3. Parent meetings will be held to share information and to answer questions.
4. UTCDC will assist families currently enrolled at the state facility with securing summer child care and ask for fall enrollment commitments.
5. UTCDC will work with its purchasing department to seek bids on equipment through established State of Texas contracts and HUB vendors.
6. UTCDC will decide which of its current staff will move to the Capitol Complex location in order to establish which positions will still need to be hired for. It will be our goal for a minimum of one current administrator and four lead teachers to join the Capitol Complex when it opens.
7. UTCDC will begin to design a new playground and work with TFC for its end of summer installation.

We anticipate all staff to be hired and to begin working early to mid-August. Playground installation should take place early August. Program equipment should arrive mid-August. The University of Texas has warehouse space available to hold early arriving equipment.

(9) UTCDC utilizes the University of Texas at Austin systems for purchasing and bill paying. A separation of duties is maintained in all aspects of bill paying, purchasing and payment collection. All bills paid must be paid by one person and approved by another. For a third review all bills are sent to accounting for final approval and distribution of payment. ProCare is our internal system used to keep track of received tuition payments from parents. Our ProCare system is housed on a secure UT server so records are not on local hard drives. UTCDC is typically audited once every three years by the University auditing department. The audit includes all business practices as well as child care licensing and other areas of the programs operation.

(10) Below is a list of furniture, office supplies, paper goods, and programmatic equipment, such as books, toys, art, exercise equipment and supplies (including any outdoor exercise/play equipment) necessary to operate a child care center. The lists below are by organized by classroom or program area. Each list is what we would purchase to equip a classroom of that age group. The quantity takes into account the number of children in each classroom.

Infants	Quantity		Quantity
crib	8	wall mirror with pull up bar	1
evacuation crib	2	15 assorted real image poster set	1
crib sheet	16	assorted rattles (8)	1
low toddler table sits 4	1	stacking set	1
low toddler chair	4	manipulatives (non-chocking)	10
9x5 rug	1	board book	30
activity mat 5x5 or around that size	1	assorted art supplies (paper, paint)	1
toddler shelf	2	push & pull toys	4
toddler book shelf	1	soft blocks set	1
highchair table sits 4	1	puppet set	1
bouncy chair	2	bib	20
Boppy	2	soft doll set	1
infant swing	1	musical instrument set	1

bye bye buggy sits 6	1	Wall cubbies (5)	2
adult rocking chair	1	CD player	1
mat climbing structure	1	assorted CDs	1
		assorted wall posters	1
Toddlers	Quantity		Quantity
toddler table (sits 6)	2	wall mirror	1
toddler chair	14	dramatic play furniture set	1
small toddler activity table	1	Easel	1
toddler shelves	4	Book shelf	1
area rug 9x5	1	Wall cubbies (6)	2
block set	1	assorted manipulatives	15
plastic animal set	2	assorted books	50
wooden train set	1	art supplies set	1
wooden car set	1	assorted science materials	1
wooden people set	1	soft center	1
puppet set	1	CD player	1
assorted board and regular books (50)	1	assorted CDs	1
art supplies set	1	assorted wall posters	1
sensory table	1	nap mats	12
large magnet	4	shakers set	1
large magnifying glass	4	musical instrument set	1
Twos	Quantity		Quantity
table (sits 8)	2	shakers set	1
chair	21	musical instrument set	1
small activity table	2	wall mirror	1
shelves	4	dramatic play furniture set	1
area rug 9x5	1	Easel	1
block set	1	Book shelf	1
plastic animal set	2	Wall cubbies (6)	2
wooden train set	1	assorted manipulatives	15
wooden car set	1	assorted books	50
wooden people set	1	art supplies set	1
puppet set	1	assorted science materials	1
assorted books (50)	1	soft center	1
art supplies set	1	CD player	1
sensory table	1	assorted CDs	1
large magnet	4	assorted wall posters	1
large magnifying glass	4	nap mats	16
Threes	Quantity		Quantity
table (sits 8)	2	Wall cubbies (6)	2
chair	21	assorted manipulatives	15
small activity table	2	assorted books	50
shelves	5	art supplies set	1

area rug 9x5	1	assorted science materials	1
block set	1	soft center	1
plastic animal set	2	Flannel Board	1
wooden train set	1	flannel board stories	5
wooden car set	1	listening center with head phones	1
wooden people set	1	CD player	1
puppet set	1	assorted CDs	1
assorted books (50)	1	assorted wall posters	1
art supplies set	1	flip chart	1
sensory table	1	bulletin board	3
large magnet	4	Dry erase board	1
large magnifying glass	4	nap mats	18
shakers set	1	dramatic play furniture set	1
musical instrument set	1	Easel	1
wall mirror	1	Book shelf	1
Fours	Quantity		Quantity
table (sits 8)	3	dramatic play furniture set	1
chair	30	Easel	1
small activity table	3	Book shelf	1
shelves	5	Wall cubbies (6)	2
area rug 9x5	1	assorted manipulatives	15
block set	1	assorted books	50
plastic animal set	2	art supplies set	1
wooden train set	1	assorted science materials	1
wooden car set	1	soft center	1
wooden people set	1	Flannel Board	1
puppet set	1	flannel board stories	5
assorted books (50)	1	listening center with head phones	1
art supplies set	1	CD player	1
sensory table	1	assorted CDs	1
large magnet	4	assorted wall posters	1
large magnifying glass	4	flip chart	1
shakers set	1	bulletin board	3
musical instrument set	1	Dry erase board	1
wall mirror	1	nap mats	22

office furniture		Office technology	
File cabinets	3	printer, Copy , scan, fax	1
Office Chair	3	computers	3
Desk	1	phone system	14 lines
small table and conf. chairs	1 set	video surveillance	12 cameras
medicine cabinet	1		

office supplies	assort.	Kitchen equipment	
file folders	assort.	cutting boards	set
manila folders	assort.	knives	set
pens and pencils	assort.	storage containers	3 sets
staplers	assort.	cups	200
tape and tape dispensers	assort.	milk dispenser	1
scissors	assort.	pitchers	20
tacks	assort.		
bulletin boards	assort.		
paper clips	assort.		
clip board	assort.		
reams of paper	assort.		

(11) UTCDC does not subcontract any services with the possible exception of an extracurricular activity. At this time our current operations does have a contract with Mariposa Spanish. Mariposa Spanish is currently being reviewed for future participation with us. In the past UTCDC has used existing state contracts for program equipment and supplies.

(12) Child records will be maintained in the front office area in a locked file cabinet. Included in the files will be any enrollment information, health records, including immunization, accident and injury reports, and assessments. Assessments include a parent signature to document conferences when the assessments were shared. Attendance records will be kept in two different ways. First, the parent sign in/out forms and second on the daily meal count sheet. UTCDC participates in the USDA Child and Adult Care Food Program (CACFP) which requires attendance to be documented on the daily meal sheets. All records will be kept a minimum of three years and 90 days, as required by the USDA CACFP or longer as stated by the University of Texas at Austin Records Retention Department.

(13) UTCDC visitors must enter the building through a security system. Once inside visitors are addressed by front desk staff and asked to sign in. A visitor badge is then assigned.

(14) UTCDC would begin marketing the State of Texas Capitol Child Care Complex with a press release regarding operating the program. The release would include an online avenue for state employees to get on the waiting list for services. In addition, UTCDC would work with TFC to put up fliers in state employee areas and would seek to have inserts placed in payroll information and digital information to be included in newsletters and other publications. The program director would reach out to state departments to attend employee meetings where child care would be an agenda item, and a website with program information will be created.

iv) Family/Teacher Relationships

Parents communicate with and are involved in our programs in a variety of ways. Below outlines the formal and informal ways parents get information and communicate with the program.

Website – We have a program website that includes our parent handbook, menu, illness chart and news articles including what is happening at the center and education segments.

Shutterfly – Each classroom maintains a Shutterfly account. This password protected account includes photos of children, e-mail reminders and announcements of things happening in the class.

E-mail communication – The center puts out a monthly e-mail communication to parents to inform them of program goals such as fundraising and announcements of center wide activities such as our annual Fall Festival and Pajama Party.

Room parents – Each class has one or more room parents that organize activities for the class and celebrate the teacher's birthdays.

Parent Advisory Council – Each location has a parent body to represent the parent group. The parents represent a variety of age groups and are all volunteers. The advisory board has provided invaluable guidance on center policies and is a voice for parents. The council also reviews our annual parent survey for areas of improvement. This group meets once a month.

Annual Survey – Each year at each center location conducts an anonymous parent survey annually. This survey gives us feedback on areas that we need to improve upon as well as areas in which we are excelling. Attached in appendix (?) is a copy of last year's survey questions and responses.

Annual Parent Conferences – Meetings can be set up at any time during the year, but formal parent conferences occur twice each year. These conferences connect the teacher and parents so they can set goals and track children's progress.

Daily Sheets – In the infant and toddler classrooms teachers complete daily information sheets about eating sleeping and diaper changing.

What We Did Today Posting – Each class has a "What We Did Today" board by the classroom door. This gives parents a jumping off point to talk to their child about their day.

v) Parent Handbook

(1) UTCDC provides an online parent handbook. We have chosen this option in order to be environmentally sound and to be sure parents have access to it at all times for reference.

(a) The University of Texas at Austin Child Development Center is a developmental early childhood program. The program's philosophy is to nurture each child's growth and education in a stimulating and caring learning environment. This environment gives children the opportunity to develop linguistic, social, physical, and cognitive skills. The center helps children feel good about themselves and their abilities, which fosters the development of creativity and a strong sense of identity and competence. The program also values close working relationships with parents as a necessity in attaining program goals.

(b) UTCDC does not include ratios in our parent handbook. The following are the typical ratios at our program.

Infants (ages 6 weeks to 18 months)	3 teachers to 10 children
Toddlers	2 teachers to 11 children
Twos	2 teachers to 15 children
Threes	2 teachers to 16 children
Four and Fives	2 teachers to 21 children

Ratios may vary depending on classroom space and special circumstances.

(c) UTCDC collects tuition monthly. There is a small discount for siblings enrolled in the program. Checks are made out to the University of Texas at Austin.

Tuition is established by evaluating the program costs. Tuition has typically been increased each year as salary increases are given and increased benefit costs decisions are passed down from UT Systems. UTCDC has low turnover, which leads to salary increases. These costs typically go up each year and must be funded by childcare tuition.

(d) Currently UTCDC faculty, staff, students and affiliated campus programs are eligible to use the program. We have a two-tiered waiting list. Once we have exhausted the Tier One waiting list for a particular age group, we will offer openings to the families on the Tier Two list. Tier One are fulltime-affiliated families and Tier Two are part time, temporary or affiliated families. To be eligible to enroll, children must be six weeks to five years of age. Enrollment is granted on a first come first serve basis within each tier.

(e) UTCDC uses positive guidance methods in order to help children learn self-control and self-direction without loss of self-esteem. The center encourages children to use words to solve problems with others. A balanced schedule of activities suited to children's development, and a positive environment, promotes cooperation. The center uses a variety of methods to encourage children's cooperation, including the clear statement of limits in positive terms, redirection, choices between acceptable

behaviors, and positive reinforcement through praise and encouragement of good behavior. Teachers work closely with parents to understand each child and to determine which methods work best for him or her.

Discipline is based on an understanding of each child's individual needs and level of development. When correcting a child's behavior, the caregiver's response is individualized and consistent for each child, appropriate to the child's level of understanding, and directed toward teaching the child acceptable behavior and self-control. When a child repeats a challenging behavior, the center uses a variety of methods for encouraging cooperation. These include the positive methods described above, and conferencing with other staff, parents, and center administration. The center makes every effort to understand children's needs and modify classroom practices so each child is successful. Staff members anticipate problems and plan to prevent them by maintaining an appropriate learning environment.

As stated in the DFPS licensing standards, there must be no harsh, cruel, or unusual treatment. As such, the Child Development Center's guidelines entail the following:

1. Corporal punishment (see Compliant Procedures) or threats of corporal punishment is prohibited.
2. Children must not be shaken, bitten, hit, or have anything put in or on their mouth as punishment.
3. Children must not be humiliated, yelled at, or rejected.
4. Children must not be subjected to abusive or profane language.
5. Punishment must not be associated with food, naps, or toilet-training.
6. Bed-wetters must not be shamed or punished.
7. Staff may use brief, supervised separation from the group if necessary such as holding the teacher's hand. Formal time out in complete isolation is not permitted.

(f) **Illness Policy** - UTCDC staff members make every effort to prevent the spread of disease. This includes frequent hand washing (children and teachers) and instruction in hygiene, which significantly minimizes the spread of germs. The center also takes great care to disinfect diaper-changing areas after each use.

The following guidelines are set to protect your child as well as others from contagious illness. We realize that this can sometimes be an inconvenience for working parents, but we know you understand the necessity for such a policy. When children become ill while at the center, parents are called. The child will rest on a mat in the reception area while waiting to be picked up. Children who have been contagiously ill are required to have been fever free for 24 hours before returning to the center. Guidelines for Illness at School are available on our Web site. This chart is an excellent tool for parents to use to determine when children should stay home, and when they should return to school.

You will be notified (and your child must be picked up from the center) if any of the following conditions occur:

- Fever (over 100 degrees under arm)
- Diarrhea (2 times successively, watery)
- Vomiting
- Head Lice

- Infectious skin disorders, such as ringworm, pink eye, etc.
- Communicable diseases, such as chicken pox or measles
- Any other conditions deemed necessary by the director for the well-being of your child and the other children enrolled

Immunization Policy - Each child enrolled must meet applicable immunization requirements specified by the Texas Department of Health Immunization Requirements in Texas. All immunizations required for the child's age must be completed by the date of admission. Based on state law immunization exemptions are allowed for reasons of conscience if a notarized exemption is submitted. Current immunization requirements can be found online.

Accidents and Emergencies - Children are supervised carefully at all times at the center. In the event of an emergency, the child's parents are contacted. When parents are unavailable, center administration notifies alternate contacts from the child's files. If no one can be reached, the center calls the child's physician to determine what action should be taken. If the emergency requires immediate medical attention, the center calls EMS to transport the child to Dell Children's Hospital.

If the center needs to evacuate out of the area, the Comal Center will proceed to the Alamo Recreation Center at 2100 Alamo Street or the San Jacinto Center depending on the area of campus we need to evacuate from. The San Jacinto Center will proceed to Waterloo Park or the Comal Center depending on the area of campus we need to evacuate from. Communication will be maintained by e-mail and cell phones. Each Center has an emergency evacuation book with parent contact information. The Capitol Complex would have an agreed upon evacuation location. UTCDC has made arrangements with Capital Metro to provide buses to transport children in the case of a more extensive evacuation being needed. Non-mobile children are evacuated in cribs specially designed for evacuation.

Under opinions issued by the Attorney General of Texas, state agencies cannot purchase insurance coverage unless the established liability by common law or the Texas Tort Claim Act. In accordance with this ruling, The University of Texas at Austin Child Development Center cannot purchase any insurance coverage for children attending the center. Parents need to provide insurance for their children.

(g) An illness chart has been created to ensure UTCDC staff and parents are aware of when a child must stay home from school due to illness and when they may return. The chart below is located on the center website so it is always available to parents.

Guidelines for Illness at School

Illness/Infection Symptom	Should you stay home	When can you come back
Chicken Pox	YES	When all the pox have scabbed over
Cold	NO (without fever) YES (with fever)	See fever
Contagious (hand, foot and mouth disease)	NO	
Diarrhea	YES	24 hours after last diarrhea
Ear Infection	NO (with doctor's diagnosis)	
Fever (undisclosed illness 99.1 or greater)	YES	24 hours after fever subsides and no fever reducing medication has been given in the past 24 hours
Fifth Disease	NO (without fever) YES (with fever)	See fever
Giardia	YES	When diarrhea subsides and Dr. approves readmission
Herpes	YES	When treatment has begun
Lice	YES	When 1 treatment has been given
Pink Eye	YES	24 hours after treatment has begun
Unidentified Rash	YES	When rash is gone unless Dr. approves readmission
Ring Worm	NO (keep area covered)	
Roseola	YES (with fever)	See fever
Rota Virus	YES	When diarrhea subsides and Dr. approves readmission
Strep Throat	YES	24 hours after treatment has begun and fever free
Thrush	NO (should seek treatment)	
Vomiting	YES	24 hours after vomiting

This is not a comprehensive list of illnesses children will be sent home with. This is a guide to help parents and teachers make decisions about sending or keeping children home from school.

(h) Current lesson plan are inserted below.

2/2-2/27/2015

Chickadees

Teachers: Karyn, Vera, Yeni

<p>Outside Play</p> <ul style="list-style-type: none"> • Explore/experience NEW playground additions • Blankets with toys for younger infants • Art experiences: clay, sand, paint with water 	<p>Special Activities:</p>	<ul style="list-style-type: none"> • Sponge painting • Dot Stems (cornstarch) • Australian/Aboriginal art for Multi-Cultural • Finger painting/puffy paint • Play Dough 	<p>Classroom Additions:</p>	<ul style="list-style-type: none"> • New books • Puzzles • Pom-poms • Shakers • Stars with straw on lids • Scarves for dancing 	
<p>Sensory</p> <ul style="list-style-type: none"> • Sand play on the playground • Various art experiences • Sensory bottles (quiet, liquid, cotton, rattles...) • Core stretch/ABC play • Using descriptive words during activities • "Smelly" bottles • Music act = lies 	<p>Gross Motor</p> <ul style="list-style-type: none"> • Playground time for digging, pushing, climbing, carrying • Throwing activities • Dancing & clapping to music • Create areas of interest for walking, crawling, sitting, crawling, sitting, riding & reaching while exploring • Balls for throwing 	<p>Fine Motor</p> <ul style="list-style-type: none"> • Practicing self-help skills: using spoon, holding bottle, finger foods at tracks & unch • Manipulatives: stacking/nesting toys, puzzles, peek-a-blocks, jugs & lids • Play Dough and corn starch play • Art experiences: finger painting, Dot Stems (cornstarch) 	<p>Music and Language</p> <ul style="list-style-type: none"> • Story cards before lunch • Listening to music, dancing and clapping to rhythms • Using descriptive words during sensory activities • Encourage use of sight- and sound, off-ones, pieces, etc. 	<p>Social and Emotional</p> <ul style="list-style-type: none"> • Interactive play: role-play, cooking, gross/dishes, dress up • Label emotion and feelings (frustrated, sad, hungry, happy, etc.) • Turn-taking games • Circle activities, art, sensory experiences • Storytelling • New Chickadees 	<p>Cognitive</p> <ul style="list-style-type: none"> • Story circles • Turn-taking games, peek-a-boo, stacking blocks/nesting dolls • Encourage use of sign/early language to get needs met • Soling/finding toys • Legos, puzzles, stacking rings, blocks • Using descriptive words during activities
<p>Individual Focus</p> 	<p>Annabeth</p> <ul style="list-style-type: none"> • Signing/early language to get needs met • Identifying emotions 	<p>Andrew</p> <ul style="list-style-type: none"> • Meriting walking • Self-feeding with spoon 	<p>Francis</p> <ul style="list-style-type: none"> • Getting to know us • Adjusting to the program/schedule 	<p>Noam</p> <ul style="list-style-type: none"> • Holding own bottle during feedings • Pulling up & crawling 	<p>Hudson</p> <ul style="list-style-type: none"> • Holding own bottle during feedings • Opportunities to explore/crawl/pull up
	<p>Hazel</p> <ul style="list-style-type: none"> • Holding own bottle during feedings • Opportunities to explore on the floor 	<p>Aaron</p> <ul style="list-style-type: none"> • Opportunities to explore on the floor/reaching & rolling • 7 months in school yet still a 	<p>Indira</p> <ul style="list-style-type: none"> • Getting to know us • Establishing a whiffed schedule 	<p>Isla</p> <ul style="list-style-type: none"> • Getting lots of hugs from us • Transition to her new school 	<p>Lila</p> <ul style="list-style-type: none"> • Not yet attending

Theme: I Can Do It! (Warm, Cold, Wet, and Dry)

Month of January 2015

Goals/Objectives: Encourage children and provide children with opportunities to work on doing things for themselves. Continue to encourage language to help with communicating needs and needs. Work on the concepts of things feeling warm or cold and wet or dry.
 Cultural Awareness: Add real food items into our kitchen area from home. Observe cultural types and brands.
 Self-Help Skills: We will be working on using the potty, taking clothes on and off, drinking out of open cups, and cleaning up after ourselves at meals and during class play.

PLANNED EXPERIENCES			
<p>Music/Movement (songs, finger plays, instruments)</p> <ul style="list-style-type: none"> • Dancing to music using streamers • Sing: I know a little Zebra • 5 Little Ducks (Fannel board) 	<p>Large Motor (dancing, hopping, throwing)</p> <ul style="list-style-type: none"> • Dance with a partner • Throw rubber ball outside • Color hop using color markers taped to the ground hop from one color to another. 	<p>Sensory/Science/Art (textures, water, cooking)</p> <ul style="list-style-type: none"> • Water play and 2 of water using towels, sponges and other tools • Painting with feet • Paint with the using leg brushes • Sensory play to practice use of a spoon with using cups and spoons 	<p>Teachable Moments</p>
<p>Language/Books (story time, vocabulary)</p> <ul style="list-style-type: none"> • Book Share Books • Read: Mama Mamma Mamma • Words: Wet, dry, cold, warm, my turn, I need help... 	<p>Small Motor (scooping, fitting together)</p> <ul style="list-style-type: none"> • Lego building • Scooping Goo • Puzzles • Potato heads 	<p>Outdoors (running, pushing/pulling, kicking)</p> <ul style="list-style-type: none"> • Practice using the balls outside • Push and pull Lila over the potty • Running and chasing the balls or teacher 	
LEARNING CENTERS			
<p>Building Center</p> <ul style="list-style-type: none"> • Add leg towers and cones to build with or just around • Add ice cream and make 120 sounds they make • Egg and small cars and trucks for rolling 	<p>Home Center</p> <ul style="list-style-type: none"> • Add activities to help for dress up and encourage children to put on and take off by themselves • Model cooking and preparing food and other items in the home center. 	<p>Home to School Connection</p> <p>Using the information families share with the class about how they celebrate the holidays at home we will incorporate recipes and art ideas into the class room.</p> <p>Please feel free to visit: http://www.familymagazine.com/ for a list of some fun free holiday events in Austin.</p>	
<p>Science/Manipulatives Center</p> <ul style="list-style-type: none"> • Pair books to explore different textures • Sensory bottles (quiet with popcorn, etc. with, etc...) • Magnets and berries with 10-hole board, what else is in the magnet? 	<p>Reading Center</p> <ul style="list-style-type: none"> • Board books • Puppets • Soft Books 		

*Lesson plan is subject to change due to the interests and needs of the children

TWO'S



Panda Bears Learning Plan January 2015/

Themes: Winter Weather

Big Ideas: In the winter, the weather changes. It is very cold outside and we need to wear warm clothing to play on the playground. Gloves, mittens, hats, scarves, jackets, and boots are some clothing items that can help us stay warm. Some days, it may be too cold to play outside at all! We may experience icy or snowy weather. It gets so cold outside that water will become ice. Some animals live in very cold places and they keep warm with their thick fur.

Exploring Through Play: Learning Centers, Outside Activities, and Vocabulary

Art Center	Math Center	Sensory Table	Science Center	Block Center	Dramatic Play
Peppermint play dough and texture rollers	Hexacus, Foam Tetris blocks, Shape sorters	Cornmeal and baking dishes, peppermint scented water	Pine cones, tree bark, wax candles	Large cardboard blocks, block people, cars, road connectors, airplanes	Celebrating with friends and family: tablecloth, flowers, vase, dishes, play food, dress up clothes
Library	Music Center	Outside Activity	Vocabulary	Multicultural	Home Activities
Holiday and winter books, stuffed animals, fall leaves felt board	Shaky eggs, xylophone	Rotating activities coordinated by two-year-old classrooms	Weather, precipitation, snow, ice, sleet, freeze, cold, chilly, gloves, mittens, hats, scarves, jacket, coat, boots	New Year traditions from around the world, Spanish dancing music	Bring in a picture from your winter break to show your friends

Busy Bird Curriculum

Week: Jan. 19th to 24th 2015 Theme: Arctic Area/Winter Continues Letter or Number: U

Concept/Goal: To be able to know what lives in the North Arctic and what does not, and why.
Vocabulary: Northern Lights or Aurora Borealis, Blizzard, snowdrift, snowbank, ptarmigan, cub, browned, hollow, unflin, Arctic animals, birds and sea life.

Monday	Tuesday	Wednesday	Thursday	Friday
LANGUAGE AND LITERATURE: ALASKA WILDLIFE Coloring Book to see more animals that make Alaska their home. Read the stories and learn about each animal during the day. Movement Focus on Arctic Animal	WHITE SNOW, BLUE FISHES Children who are reading will take turns reading to each other. REREAD THE Mitten, THE HAT AND LITTLE RED RIDING HOOD Make sugar cube igloos. DIRECTIONS	SNOWY OWLS Discover how Arctic animals survive in the Arctic. National Geographic Article The Three Snow Bears Act Out the Story ICE SCULPTURES OUTSIDE and INSIDE	WINTER WONDERLAND National Geographic for children on winter POLAR BEAR HORIZON What did the bears see as they began to come out of their den? What kind of protection do polar bears have on the bottoms of their feet? What is polar bears favorite food? ALLITERATION	ICEBERGS Was the story set in the Arctic? How do you know? What animals live in the area of Earth? What animals could live in Arctic that also lives in this work? SNOWFLAKES Were any of the animals in the story the same? How were they different? What they good friends? Why or why not? RHYMING

Creative Art/Fine Motor	Leaf painting offered daily. Add sugar cubes and frosting to make a igloo. Painting with freeze water on ice cubes.
Writing Center/Pine Motor	Make alphabet book with street letters. Laminated front and back page. Put completed book in quiet corner. Journal writing. Letter U and last name of each child.
Block Center	Add clear tubes.
Dramatic Play	Add old remaining winter items to dramatic play area.
Science	See how water takes the form of what it's in. Freeze water and juice in ice cube trays.
Sensory	Ice in water to see how cold the water can be.
Music & Movement	Play on U area. Make dress the house of U, Peter and the Wolf.
Math	Prague Count, Count and sort animals that live in Arctic Area of earth. Number match area in 10.
Manipulative	Prague Count, Small clear plastic many shapes.
Outdoors/Gross Motor	Observe reflection in standing water in the yard. Ice Sculptures
<ul style="list-style-type: none"> Multi-cultural Health & Safety Data Care Social Emotional 	<ul style="list-style-type: none"> Cooking Activity: Praline Apple Pops Special events or activities: Mine, Search, Wed. Ice Sculptures Home Comedians: Dogs will have dog coat homemade inside. The work there will be in Eason and plastic gloves for filtering and removing the ice sculptures. Letter of the Week U

Health Check Every Week * Activities Subject to Change According to the Needs of the Children

All Stars Lesson Plan Ms. Angelus/ Ms. Jennifer

Theme: Using my imagination

Date: February 9-13, 2015

Social Emotional Focus: Initiative	Monday Tools are used	Tuesday Science tools	Wednesday Horse and the purple unicorn	Thursday Imagine it	Friday Friendship Day
Circle Times/Literature	Good morning and good afternoon routine. Talk to the children about our new topic this week. The tools we used in the classroom. Ask the children if they used tools at home. Read Science tools.	Lead the morning and afternoon routines. Read Science tools with children. Also display the science poster and discuss the poster. Point out the magnifying glass, microscope and measuring glass. Explain that these tools help people experiment and find out things about objects and the world.	Good morning! It's a beautiful day. Talk to the children about going to a special adventure. Ask children if they've ever seen a horse and a purple unicorn on the cover. Discuss whether if a story with a horse or unicorn lives in our world and the purple unicorn.	Good morning! It's a beautiful day. Read Harold and the Purple Crayon. Discuss how Harold's imagination helped him create a purple unicorn. Ask children if they've ever seen a purple unicorn. Encourage children to talk about their own imagination about how they're playing on their own.	Good morning! Good afternoon routine. Explain to the children that today is Friendship Day (Friday). We will be getting our welcome cards and we are going to talk about being a friend.
Phonological Awareness	Rhyming pairs	Clap for rhymes	Going on an adventure	Lead the rhyme	Playing words
Writing	Using tools to make	What can a crayon make?	Adventure story	Harold drew!	What grows in my heart?
Mathematics	Painting patterns	Shape makers	Numbers	Counting five	Heart patterns
Alphabet Knowledge	Review Mm words	This is the letter Mm	Letter word patterns	On pairs	Review the letters in good M
Oral Language	I made, you made	I made that to tell you	How to read you	Phrases in sentence	Friendship leaves
Music	The hammer song	The hammer song	The hammer song	The hammer song	Friday song

Learning Centers

Emergent and School Conventions • Homework • Friends a good friend	Dramatic Play • All star market	Block Building • What can I build? • Robots	Estimation • Where can Art take you?	Coloring • Feather painting • Robots
Imagery/Reading • Harold and the purple crayon • Science tools	Fine Motor • Patterns (dot grid) • Play dough	Movement • The wishy purple brush	Science • Water, sand, oil and food, make a flow through (change in water)	Writing • Thursday Special • Friends a good friend

(i) Current menu—The program's current menu includes breakfast, lunch and snack. Both currently operated programs have commercial kitchens which makes a full meal service possible. The current menu is listed below.

February 2015

Monday 2	Tuesday 3	Wednesday 4 - Vegetarian	Thursday 5	Friday 6 - Vegetarian
Cereal, pears & milk Chicken teriyaki, rice, peas, pineapple Monterey Jack cheese & tortillas	Oatmeal, apples & milk Turkey Sloppy Joes, whole wheat bun, broccoli, Mandarin oranges Fruit bread & milk	Bagels, peaches & milk Cheese lasagna, green beans, fruit cocktail Yogurt & graham crackers	Whole wheat cinnamon toast, pears & milk Baked chicken w/ rice, broccoli, pineapple Monterey Jack cheese & crackers	Applesauce, toast & milk Macaroni and cheese, peas, Mandarin oranges Bananas & milk
9 Cereal, apples & milk BBQ chicken w/ whole wheat bun, peas, pineapple Monterey Jack cheese & tortillas	10 Muffins, oranges & milk Turkey spaghetti, carrots, fruit cocktail Pears & graham crackers	11 - Vegetarian Whole wheat cinnamon toast, applesauce & milk Bean & cheese tacos, corn, peaches Yogurt & pears	12 - Vegetarian English muffins, apples & milk Macaroni cheese, mixed vegetables, oranges Bagels & milk	13 Oatmeal, bananas & milk Chicken patty, whole wheat bread, cucumbers, fruit cocktail Monterey Jack cheese & crackers
16 - Vegetarian Cereal, pears & milk Cheese enchiladas, broccoli, Mandarin oranges Apples & animal crackers	17 Whole wheat cinnamon toast, pineapple & milk Turkey & noodles, green beans, peaches Bagels & milk	18 - Vegetarian English muffins, oranges & milk Whole wheat toasted cheese sandwiches, peas, pears Yogurt & graham crackers	19 Oatmeal, apples & milk Turkey spaghetti, squash, pine apple Fruit bread & milk	20 - Vegetarian Bagels, bananas & milk Bean and cheese quesadillas, cucumbers, mandarin oranges Monterey Jack cheese & crackers
23 Pancakes, peaches & milk Chili beans, cornbread, carrots, fruit cocktail Yogurt & apples	24 - Vegetarian Muffins, pears & milk Spinach quiche, mixed vegetables, whole wheat bread, pineapple Bagels & milk	25 - Vegetarian Applesauce, toast & milk Macaroni and cheese, broccoli, fruit cocktail Oranges & wheat crackers	26 Fresh fruit, cereal & milk Turkey tacos and cheese, cucumbers, pineapple Monterey Jack cheese & crackers	27 Bagels, apples & milk Turkey & cheese sandwiches (whole wheat bread), carrots, peas Yogurt & graham crackers

(j) UTCDC does not use a “canned” or predetermined curriculum at either program location. Each class establishes themes depending on the interests of the children while incorporating yearly educational objectives. This type of curriculum planning is considered “Emergent Curriculum.” For example, a class who has a child that is going to become a big brother might spend time talking about or learning about babies while another class might focus on the circus. Regardless of the themes being discussed, objectives involving math, reading, language, social/emotional and motor development are included.

(k) Our core staff is listed below. These profiles can also be found on our website.

Name	Title	Date Hired	Years in the Field	Education
Basler, Sarah	Assistant Director	2/24/2014	11	Bachelors Elem. Ed. & Curriculum & Instruction
Acebedo, Jennifer	Assistant Teacher	4/22/2011	17	attending college
Arellano, Sarah	Assistant Teacher	5/9/2014	3	GED
Head, Maria	Assistant Teacher	1/18/2000	24	High School
Jackson, Neteisha	Assistant Teacher	8/18/2014	10	High School
Massie, Cheryl	Assistant Teacher	12/2/2013	13	Associates in Child Dev.
Montalvo, Maricela	Assistant Teacher	9/29/2006	12	Secretary School (Mexico)
Ozuna, Sarah	Assistant Teacher	12/3/2014	4	BA Human Dev. And Family Studies
Pollack, Michelle	Assistant Teacher	7/1/2010	8.5	some college
Willis, Sara	Assistant Teacher	11/17/2014	9	High School
Barton, Paula	Director	3/1/2011	24	BA Home Economics
Cordova, Angelica	Lead	Aug-10	15	BA
Davis, Leah	Lead	Aug-03	14	attending college
DiPasquale, Mary	Lead	Oct-14	3	BA Advertising
Flores, Leticia	Lead	2/7/2011	24	CDA
Goins, Shanna	Lead	May-11	9	BA Mass Communication

Koh, Angela	Lead	Jan-09	6	BA Human Dev. And Family Studies
Lopez, Erica	Lead	Aug-10	7	some college
Montez, Laura	Lead	Jan-08	10	BA Applied Learning and Dev.
Quinlain, Ella	Lead	Apr-96	36	CDA Expired
Sosa, Jessica	Lead	8/21/2012	3	Human Dev. And Family Studies
Zamora, Melinda	Lead	11/5/2012	10	some college

Tracy Dyess	Site Director	Sept. 2010	23	Bachelors Family and Child Dev.
Rebecca Ryan	Assistant Site Director	Feb. 2014	14	M. Ed. Early Childhood
Karyn Machler	Lead Infant Teacher	Oct. 2014	25+	M. Ed. Early Childhood
Vera MacMorran	Assistant Infant Teacher	July 2005	29	CDA
Wanda Watkins	Lead Infant Teacher	Aug. 2003	35	Teachers Certificate
Olga Villarreal	Assistant Infant Teacher	Oct. 2012	14	High School
Nasreen Bhatti	Lead Infant Teacher	Aug. 2005	26	Degree Nursing
Jyasha Alexander	Assistant Infant Teacher	Aug. 2012	5	some college
Carrye Latimer	Lead Toddler Teacher	Feb. 2010	10	CDA

Kate Terrell	Assistant Toddler Teacher	Aug. 2011	8	Bachelors History
Christine Martinez	Lead Toddler Teacher	Aug. 2005	19	High School
Kimberly Smith	Assistant Toddler Teacher	Oct. 2012	8	Bachelors Criminal Justice/American Studies
Afsahn Arfa	Lead Toddler Teacher	June 2005	16	CDA
Gabri Delacruz	Assistant Toddler Teacher	Aug. 2014	6.5	some college
Yesenia Prieto	Lead Twos Teacher	Aug 2012	11	Stephen F. Austin HS
Julian Villagomez	Assistant Twos Teacher	Feb. 2009	8	Masters Social Work
Tonie Smothers	Lead Twos Teacher	Jan. 2015	16	CDA
Lupe Mireles	Assistant Twos Teacher	Sept. 2014	11	high school
Jadwiga Proga	Lead Twos Teacher	Aug. 2005	20	Bachelors Economics
Ashlee Clifford	Assistant Twos Teacher	Oct. 2014	8	Bachelors Management
Sandra Hammers	Lead Threes Teacher	Nov. 2011	25	high school
Tori Baker	Assistant Threes Teacher	April 2014	5	Bachelors Psychology with ECE
Cindy Pinto	Lead Threes Teacher	Jan 2010	5	CDA

Aniela Niedzwiedz	Assistant Threes Teacher	May 2014	7	Bachelors Social Work/Sociology
Diane Duffer	Lead Threes Teacher	Aug. 2005	30	Bachelors Child Development
Daisy Gonzalez	Assistant Threes Teacher	July 2013	6	Some college
Ana Lerma	Lead Fours Teacher	Dec. 206	15	Bachelors Early Childhood Edu.
Jennie Anderson	Assistant Fours Teacher	April 2014	6	some college
Sonia Robles	Lead Fours Teacher	Oct. 2011	16	Bachelors Interior Design
Janie Murillo	Assistant Fours Teacher	Aug. 2012	25+	CDA

(l) There are two types of circumstances under which children move up. The first are "summer move ups" which occur each year as children get older and move to the next age group. This type of transition takes place between May and August, as children leave the program before kindergarten. The second type of transition is when an opening becomes available during the year. In this instance, the admin team speaks with teachers in the younger classes to ascertain if they have any recommendations for children they feel are ready to move up. A child is recommended if they have shown advanced maturation in developmental areas including academic skills and interests and/or social/emotional readiness. In some instances an older class seems more developmentally appropriate for a particular child, in which case the child's parent is notified of the opportunity and a group decision is made.

Regardless of why a child is moving up, we make arrangements for the child to visit his or her new class for one to three hour intervals on several days the week before the move. This allows the child an opportunity to feel more comfortable with the new class before moving. When possible we move children up together so they will already have a friend when they move.

(m) UTCDC requires 30-day notice when withdrawing a child from the program. The notice must be in writing and received by the administrative team. E-mail notice is an acceptable form of written notice. Notice can be given at any time during the month and tuition will be prorated.

(n) Comments and complaints can be made in a variety of ways. The Site Director is available upon request to discuss any concerns or complaints that a family may have regarding the center and/or its policies and procedures. If the Director is unable to address a parent's concern in a satisfactory manner, the center can refer the parent to the university administrator who oversees the program.

Depending on the nature of the complaint a complaint can also be filed with the Texas Department of Human Services or the United States Department of Agriculture.

In the operation of the Child and Adult Care Food Program, the participants are not discriminated against because of race, sex, color, national origin, age, religion, political belief, or disability. If a person believes they have been discriminated against, they should write immediately to one of the following:

Civil Rights Office M.C. W-206
P.O. Box 149030
Austin, Texas 78714-9030
Phone: 512-438-4313
TDD: 612-438-2960
Fax: 512-438-5866

Office of Civil Rights
U.S. Department of Health and Human Services
1301 Young St. #1169
Dallas, Texas 75202
Toll-Free: 1-800-368-1019
Phone: 214-767-4056
TDD: 214-767-8940

Parents may also contact the Child Care Licensing Office at:

Child Care Licensing Office
14000 Summit Drive
Suite 100 (MC 016-5)
Austin, Texas 78729
Phone: 512-834-3195 or 512-834-3215

vi) Staff Hiring/Policies/Retention

(1) Include a comprehensive plan on staff hiring, policies, and retention. Staffing plan should include, but not be limited to:

- (a) detailed job description for the center director including specific educational requirements and specialized training required;

Center Director must have a minimum of 2 years previous director experience in an NAEYC or NAC accredited program. The Center Director must also have a minimum of a bachelors degree in a child related field and hold a Child Care Director Permit issued by the Texas Department of Family and Protective Services?

Center Director Job Description

Enrollment:

- Moves children up each year
- Gives tours of the center and provides information about the center to prospective families
- Fills openings

Personnel:

- Supervises Assistant Site Director, Administrative Associate, Kitchen Manager and all teaching staff
- Hires full time positions
- Provides training and support to teachers and direct reports
- Supervises/evaluates assigned classrooms and staff
- Plans training based on individual needs for teachers supervised
- Creates payroll, vacation/sick leave reports, verifies timesheets
- Assigns employees in HRMS
- Holds monthly staff meetings

Financial:

- Oversees tuition collections and deposits funds
- Oversees the purchasing of equipment and supplies
- Approves accounts payable
- Submits work study monthly earning statements

Record Keeping:

- Maintains Work Source Child Care Solutions and billing, and Designated Vendor

Curriculum:

- Evaluates lesson plans, provides feedback
- Oversees the selection of curriculum materials

Licensing:

- Maintains licensing requirements
- Schedules fire and disaster drills
- Maintains health, gas and fire inspections

Ensures that all required postings are current
Educates staff when licensing standards are revised or modified

Accreditation:

Prepares annual reports
Maintains accreditation and designated vendor criterion

Food Program:

Maintains CACFP meal counts, free/reduced applications
Completes monthly billing
Monthly spot checks to ensure classroom compliance

Daily Operations:

Greets parents and assists families as needed
Facilitates communication via newsletters, Parent Advisory Councils and parent events and provides assistance to teachers as needed
Closes or opens center each day

General Program Support:

Reports necessary information to Program Director
Works with all staff to improve and maintain quality of program
Observes children with special needs and assists in referrals and development of IEPs
Building Manager

(b) minimum and desired job qualifications for all other staff positions;

Assistant Director – This position requires at least 2 years of previous experience working in a NAEYC or NAC accredited school. In addition, a minimum of an associate's degree in a child related field is required. Preferred Qualifications – previous administration experience, experience supervising others, excellent communication skills. Computer literate.

Administrative Assistant – strong computer skills, excellent communication skills, organized. Preferred – previous experience working in a licensed childcare center office.

Lead Teacher – High school diploma or GED plus 2 years' experience working as a lead teacher in a licensed childcare setting with children. Preferred qualifications – formal education in a child related field and previous experience working in an accredited program.

Assistant Teacher - High school diploma or GED plus 1 year experience working with children in a licensed childcare setting. Preferred qualifications – formal education in a child related field and previous experience working in an accredited program.

Part time or temporary staff – High school diploma or GED held plus previous experience working with children.

(c) Below are staff salary starting rates and an overview of the benefits. Salaries will vary based on years of service and qualifications.

Core staff

Assistant Teachers	starting hourly rate \$11.01 per hour
Lead Teachers	starting hourly rate \$12.02 per hour
Admin. Asst.	starting hourly rate \$13.47 per hour
Directors	starting rate \$16.83 per hour

UT students make up a portion of our staff and are paid \$7.50-\$8.50 per hour.

Compensation

The university strives to support sound compensation practices across the campus.

Compensation Philosophy

To fulfill its mission, the university must attract and retain an outstanding staff. To meet institutional staffing needs and priorities, the compensation system has the following objectives:

- Establish compensation levels for positions on the basis of their relative internal worth and external competitiveness within relevant labor markets
- Reward employees on the basis of work performance
- Administer pay equitably and consistently
- Establish a compensation policy that is consistent with the judicious expenditure of funds entrusted to the University
- Ensure accountability for compliance with The University of Texas System Board of Regents Rules and Regulations and statutory requirements

Overtime and Compensatory Time

You work overtime when you work more than your scheduled hours during a workweek. Whether you're compensated for working overtime and how you're compensated depends on several factors. If you're non-exempt under the Fair Labor Standards Act, you're entitled to compensatory (comp) time or pay at a time-and-a-half rate for all hours actually worked in excess of 40 in a workweek. Under state law, all employees may receive comp time on a straight-time basis when paid time (hours worked plus paid leave, holiday and comp time) totals more than 40 hours in a workweek. Non-exempt employees may receive pay instead of straight-time comp time.

Benefits

The university provides a competitive benefits package, including insurance, retirement benefits, as well as many other programs and services for employees. These benefits are available to regular employees who are appointed for at least 50% time. Some are also available to regular employees appointed for less than 50% time, as well as temporary employees and student employees.

Insurance

Eligibility

Employees working in an eligible position for 20 hours or more a week for at least 4.5 months, can participate in the University's insurance plans. Other eligible individuals may also participate as your insurance dependents. Review the *Insurance Benefit Overview* for more information about their eligibility.

Overview

The table below outlines the insurance coverage available to employees. These plans, along with your pay and other benefits, are part of your total compensation package. The basic coverage is 100% employer paid for full-time and eligible-graduate-student employees, and 50% employer paid for part-

time employees. Optional medical insurance for employees' dependents is up to 50% employer paid for full-time employees and eligible-graduate-student employees, and up to 25% employer paid for part-time employees. Insurance begins on the first day of employment.

Basic Coverage:

- UTSelect PPO medical plan with prescription drug coverage (employee only)
- \$20,000 basic term life (employee only)
- \$20,000 basic accidental death and dismemberment (employee only)

Optional Coverage:

- Medical, for eligible dependents
- Dental
- Flexible Spending Accounts
- Vision
- Voluntary term life
- Voluntary accidental death and dismemberment
- Short-term disability
- Long-term disability
- Long-term care

Time Off

Annual Leave

You can earn paid annual leave if you're appointed to work at least 20 hours per week for at least 4.5 continuous months. If you're a student who's in a position that requires student status, you don't earn annual leave. You'll begin earning annual leave on your first day of employment, and on the first day of every month after that. The amount you earn is based on how many months you've been in state service. Employees begin with 8 hours a month with a one hour per month increase incrementally every two years.

Paid Holiday Leave

You earn paid annual leave if you're appointed to work at least 20 hours per week for at least 4.5 continuous months.

Sick Leave

You can receive paid sick leave if you're appointed to work at least 20 hours per week for at least 4.5 months. Students who are in positions where student status is a requirement don't earn sick leave. You get sick leave credit on your first day of employment and on the first day of every month after. If you work full time, you earn eight hours of sick leave for each month or fraction of a month. If you work part time, you earn sick leave in proportion to your appointment. The amount of sick leave is determined by your employment status on the first day of each month.

Retirement Programs

At the university there are two mandatory retirement programs: the Teacher Retirement System of Texas (TRS) program and the Optional Retirement Program (ORP). You must participate in one of these programs if you're appointed to work at least 20 hours per week for at least 4.5 months. If you're a student who's in a position that requires student status, you won't participate.

The university also offers two voluntary retirement programs that are optional: UTSaver TSA 403(b); and UTSaver DCP 457(b). Any employee appointed to work is eligible to participate in these programs.

Other Campus Services and Resources

The university offers a wide variety of services to faculty and staff and also additional perks that range from wellness programs to professional development opportunities.

(d) employee hiring, firing, and grievances procedures;

UTCDC follows University protocol with regards to hiring, firing and formal grievances. We have two types of positions, permanent employment with benefits and part time or temporary employment without benefits. These groups are handled differently with regards to hiring, firing and the grievance process. There are exceptions when staff is terminated outside of the process below due to the seriousness of a performance or work place violation.

Benefit Eligible Employees

UTCDC hires through the University's online application process. Positions are posted and must be open for a minimum of five working days before an application is selected for hire. Applicants who were not selected must be justified. UTCDC does not discriminate in its hiring processes.

UTCDC has a formal process when reprimanding employees that may lead to termination. There are level 1-3 reminders that are first discussed with the employees and then followed up in writing. Level 4 is an intent to terminate. At each level the employees has the right to grieve the level first to the department head and then to the associate vice president level. If an employee is terminated the grievance may also result in a formal hearing.

Non-Benefitted Employees

UTCDC hires outside the online application process for part time or temporary employment. Positions are advertised informally. These positions are typically filled by UT students seeking campus employment. Although we are not required to go through the level 1-3 process we do give feedback on work performance and provide coaching. Due to the short nature of duration, if work performance continues to be an issue beyond the second coaching conversation employment is terminated.

Dispute Resolutions Process and Grievance Procedure

The University of Texas at Austin encourages direct communication between supervisors and employees to promptly resolve workplace concerns. While the university has a formal grievance procedure, employees are encouraged to use conflict resolution services to resolve differences. The best and most lasting solutions and resolutions are those created by the people directly involved.

The university provides a fair and efficient process for employees to present and resolve complaints and grievances arising out of the employment relationship. The Grievance Policy requires employees with disputes to first try conflict resolution before beginning the grievance procedure. The dispute resolution process helps:

- Increase the parties' satisfaction with the solutions,
- Develop positive and effective communication between you and your supervisor, and
- Preserve the ongoing working relationship

You may, on an individual basis, present complaints and grievances concerning your conditions of work and may include matters relating to:

- A problem or dispute with your supervisor;
- A disagreement with the rating or content of your performance appraisal;
- The level or content of a corrective action document; or
- The application of a university policy, or a department's practice or procedure.

The grievance policy prohibits retaliation against an employee who has brought a complaint or grievance pursuant to this policy or against an employee who has participated in a review of the complaint or grievance by a faculty member, staff member, or administrator. Retaliation is subject to disciplinary action.

Employee complaints regarding suspension without pay, demotion, or disciplinary dismissal are processed pursuant to the HOP Section 9.49, Section IV. Procedure For Appealing Disciplinary Actions. Allegations of illegal discrimination are forwarded to the Office of Institutional Equity for processing.

Filing a Complaint

Should an employee want to proceed with a complaint, they have ten university business days from the date of the incident giving rise to your dispute to file a complaint. They must file their complaint with the Conflict Management and Dispute Resolution Office in writing using the Dispute Resolution Process Complaint Form. The complaint form requires the employees to identify the basis and facts of the dispute, efforts that have been tried to resolve the dispute, and the desired resolution. Employees may provide relevant documents or other information pertinent to the matter.

Prior to filing a written complaint, employees are encouraged to contact the office to schedule an appointment. The dispute resolution officer will help sort through issues to bring clarity to concerns and discuss options and resources available to address the situation. Once options and approaches are explored the employee may decide to handle the issue on your own using the approaches discussed, not take any action, to seek mediation or a facilitated process with the other party, or begin the grievance process by filing a written complaint.

The Dispute Resolution Process

The dispute resolution process is a participatory and creative process and is required prior to filing a grievance to a decision maker. By working through a problem-solving process, it increases your satisfaction with the outcome of the complaint process, helps preserve an ongoing working relationship, and helps open opportunities for future workplace success.

In the complaint process, the dispute resolution officer, as an impartial third party, will consult individually with you and with your supervisor to gather relevant information, identify both of your issues and interests, and explore options for resolution. The DRO may consult with management, if needed. A facilitated discussion may be helpful to allow for understanding and decision making on how to move forward. The DRO is not the decision-maker in the complaint process or an advocate for any party to the dispute—employee or management.

(e) Recruitment and retention plan:

Core staff receive full benefits from the first date of employment. We have found that excellent benefits contribute greatly to staff retention. Most childcare programs do not provide medical insurance at no cost to the employee on their first day of work. It is also practically unheard of for childcare staff to have retirement. In addition, UT employees can attend college for free and can use work time to go to class with supervisors' approval. Salary increases or one time merit increases are considered annually in order to reward job performance. Our leadership fosters relationships and creates a neighborhood feeling that promotes collaboration, fun and caring. All of these areas of staff development and staff unity make UT CDC a place staff want to work and want to work until they retire.

(f) staff and volunteer orientations:

Staff and volunteers receive a UTCDC orientation that goes over the following subjects:

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(g) probation policies:

Employees are considered a probationary employee for the first 180 days of university employment as part of the selection and hiring process. This 180-day timeframe allows managers to assess whether skills, performance, and dependability fit the position and merit continuation of university employment.

UTCDC benefitted employees are on a six-month probation period. During this time they accrue but may not yet use vacation time.

(h) The following items are kept in the staff files.

Personnel record
Notarized affidavit
FBI, DPS, DFPS clearances
Driver's license
Transcripts/certifications/diplomas
CPR/First Aid
Immunization statement
Standards of conduct and political activity
Sex offender registry clearance
Discipline and guidance policy
Shadowing checklist
Application materials (resume, references, interview notes, and student application)
Doctor's notes/medical info
Employment agreement if applicable

(i) staff guidelines for treatment of children, including age appropriate methods for guidance and discipline:

Positive Techniques

Positive guidance methods are used in order to help children learn self-control and self-direction without loss of self-esteem.

- The child is encouraged to use words to solve problems with others
- Limits and expectations are clearly stated in positive terms
- Children are redirected to acceptable activities and behaviors
- Positive reinforcement is given for appropriate behaviors
- Choices between acceptable behaviors are given

Warmth and affection are aspects of positive teacher-child relationships that are critical for children's well-being. Employees should present opportunities for children to initiate hugs and affection. Staff must support children's boundaries for touch when a child displays visual cues that he/she does not want any affection. Affection, other than hugging, may include special handshakes/signals, pat on the head or fist bumps. Employees may kiss children in the Infant and Toddler classes, but kissing on the face is prohibited.

Challenging Behaviors

Discipline is based on an understanding of each child's individual needs and level of development. When correcting a child's behavior, the caregiver's response is individualized and consistent for each child, appropriate to the child's level of understanding, and directed toward teaching the child acceptable behavior and self-control.

When a child repeats a challenging behavior, a variety of methods for encouraging cooperation are used. These include the positive methods described above, conferencing with other staff, parents, and center administration. Every effort is made to understand the child's needs and modify classroom practices so that he or she will be successful. Teachers work closely with parents to understand each

child and to determine which methods work best for him/her. Staff anticipates problems and plans to prevent them by maintaining an appropriate learning environment.

Children are never spanked, slapped, shaken, threatened, humiliated or subjected to harsh or abusive language. Punishment is not associated with food, napping, or toileting.

(j) health and safety guidelines:

Illness and Injury

Every effort to prevent the spread of disease is made by center staff. Staff washes their hands after changing diapers, assisting a child with toileting, after wiping noses, and always before preparing or eating food. Hands are washed with soap and running water for at least 10 seconds and using paper towels for drying. Children are taught the importance of and reasons for washing their hands. They wash their hands after diaper change, toileting, blowing their noses, before playing in the sensory tables, and preparing and eating food. Staff must follow the children's illness policy for when they must go home from work and when they may return.

Daily Health Check

Daily health checks are done when children arrive each morning. Staff greets the children and looks for signs of illness such as fever, pink eyes, runny nose, cough and other symptoms. This is also a great time to ask how the child is and how their evening was. These things together provide an overview of the child's health at the start of the day.

The following guidelines are set to protect the children as well as others from contagious illness. Parents need to be notified (and then they must pick the child up from the Center) if any of the following conditions occur:

- Fever (over 100 degrees under arm temperature, over 101.4 rectally – for infants only)
- Diarrhea (2 times successively, watery)
- Vomiting
- Head lice
- Infectious skin disorders
- Communicable diseases including chicken pox, measles, and mumps.
- Any other conditions deemed necessary by the director for the wellbeing of the children.

Children being sent home due to illness or injury may be brought to the "sick bay" by the front office. Child Care Licensing require that children be apart from others in the classroom.

Staff is required to follow the same guidelines as the children by not attending work when they are contagious or don't feel well enough to perform their jobs.

In the event of an injury to a child or adult, cuts, scrapes, and other infected areas should be washed with soap and water. Band-Aids are in the first-aid kits to cover all open wounds. First-aid kits can be found in all classrooms, on the playgrounds, and at the front office. Disposable gloves are also available and should be used to prevent the spread of blood borne illnesses. All injuries and illnesses must be documented on the center's Illness/Injury Report and must be signed by the staff and child's parent.

In case of severe injuries to children and/or staff, which require immediate medical attention, parents are notified and EMS may be called. A detailed Illness/Incident report must be filled out and signed by both the staff and child's parent.

In all emergency situations, attend to the children's safety first. The administrative staff in charge will instruct you as to how the situation should be handled. Rule of thumb, if there is blood or other body fluids present, put on gloves before touching the injured person. **DO NOT MOVE** the injured person unless there is apparent danger otherwise. Ask if he/she can get up or move on his/her own.

Administrative Staff In case of an emergency, police, fire, and other phone numbers are posted by the telephones. If the immediate safety of a child or staff person is threatened, there are panic buttons located at the reception desk, site director's and the assistant site director's desks. The University police will respond immediately if this button is used. It is for serious situations only.

Teaching Staff In case of emergency, call the front desk immediately. If children need to be evacuated, classroom clipboards with sign in sheets and gate keys must always be taken. In addition, a teacher from each class must take the class emergency back pack for evacuation.

Fire Evacuation and Use of Fire Extinguisher

At the first sign of fire (e.g.: smoke detector alarm, verbal alarm, smoke, flame, smell of smoke) evacuate the children before taking any other action. Use the closest exit:

- Infant room: put 4 to 5 infants in each crib and roll them outside as shown on the fire evacuation plan
- All other classes use the designated exit as shown on the fire evacuation plan

Exit immediately. Do not wait to put on shoes or coats. If there are two teachers, one should exit the room first to receive the children outside the room and the other should send the children out. The second teacher should only exit when she/he is sure all the children are out. If there is an actual fire and the children need to leave the playground, open the gate and move the children to the safe area designated on the evacuation plan or as directed by the director or fire fighters.

Fire extinguishers are located at every hallway exit and at the front door. To use a fire extinguisher, remove it from the wall, pull the pin located at the top of the extinguisher, point the hose at the base of the fire and firmly squeeze the handles together until the fire is out.

Tornado Plan

In the case of a tornado, move all children to the secure area designated on the Disaster Plan:

- Infants: place 4 or 5 infants in the evacuation cribs and roll them to the designated area
- All other classes will go into the halls as indicated on the Disaster Plan and the children will sit against the wall. Staff should have the children practice covering their heads in case it is necessary to do so.

Other Emergencies

In the event of an emergency, such as a gas leak, explosion, or toxic fumes, the children and staff must be moved out of the area. The Fire Department will be contacted for assistance in relocating the children and to obtain emergency transportation to a location determined by them.

If children need to be moved out of the area immediately and no assistance is available, children and staff will walk to the Alamo Recreation Center 2100 Alamo Street, proceeding east on 22nd St to Alamo St. Emergency contact information will be maintained on classroom clipboards and will be taken in order to contact parents.

(k) communication with parents and other staff;

Communication with Parents

Effective communication between staff and parents is essential to the wellbeing of the children. Communication takes place in day-to-day conversations, conferences, on bulletin boards, daily notes, and in the newsletter. Information shared with parents should be helpful to them in understanding their children's experiences at the center and their growth and learning. Negative information should not be shared with other parent about other children, staff, or the administration of the center. Prior to sending out questionnaires/surveys, they should be reviewed by the director.

Communication with Other Staff

ADDRESSING ISSUES WITH CO-WORKERS

We believe that part of being a good neighbor is not shying away from difficult or uncomfortable conversations, especially when it comes to issues that could impact our relationships over time if they are not addressed. We expect employees to approach one another with tact, empathy, honesty, and respect and to give each other the benefit of the doubt when difficult situations arise. We are all here to learn. We are all here to create loving environments for children. We do this by admitting when we are wrong and committing ourselves to "doing it better next time."

GOSSIPING

Gossiping and retaliatory language and actions are never appropriate or tolerated. We define gossiping as discussing issues with parties other than those involved in the situation. Gossiping is bad for morale and does not accomplish our goal of turning difficult situations into opportunities for growth. Employees who are found to be gossiping may face disciplinary action.

(l) classroom staffing patterns;

At UTCDC staff have staggered schedules to ensure a staff member who is familiar to the child is here early and late in the day. For the first 30 – 45 minutes of morning operation children are dropped off in designated combined classrooms. Teachers pick up their children from these classrooms. We do not combine rooms for children under 18 months of age. At the end of the day as children leave so do the teaching staff. We feel it is important for parents to be able to speak to a staff members who was with their child for a large portion of the day and staggered staff schedules typically allow for this. Staff are scheduled to work an eight hour day with an hour for lunch and two 15 minutes break periods, one in the morning and one in the afternoon. In addition, lead teachers are covered for planning time. Planning times are used to plan for the class, meet with parents or perform any other job-related task.

(m) procedures for hiring substitute staff so that the center is adequately staffed at all times:

UTCDC uses a large pool of UT students for filling in when regularly scheduled staff are off. Most of the students are studying child development, education or other child-related fields. Each of the child development centers currently operating have between 10-15 students substituting.

(n) training requirements (e.g. infant/child CPR, first aid, health and safety issues, center philosophy, policies, and procedures, curriculum training):

Aside from orientation, staff are required to complete 30 hours of training each year. If staff are scheduled for training outside of working hours and will therefore be working more than 40 hours in the

given week, comp time or overtime will be granted. Staff who work less than 40 hours should put the hours of training attended on their time sheets for compensation. Child related college courses may count towards training hours but do not receive compensation. In addition to annual training, all staff must have first aid training and regular staff must have CPR. First aid training is given during the orientation process and provided every two years. CPR is offered several times each semester to ensure compliance. Both first aid and CPR are performed by our own certified administrative staff member(s). Part of annual training also includes required licensing trainings such as Child Abuse Reporting, SIDS, etc.

vii) ASSESSMENT PLAN: <5 PTS>

(1) Respondent shall submit a comprehensive assessment plan detailing how Respondent will regularly evaluate the curriculum and the center operations to determine it is meeting the needs of the children and families served.

We have found parent and staff surveys, staff meetings and regular Parent Advisory Council meetings are excellent ways to evaluate the program and identify areas to improve. Getting feedback is not difficult as long as opportunities to give the feedback are present and someone is listening.

(2) Parent Advisory Council:

Below is information from our website outlining the Parent Advisory Council and the support role they play in our program.

Who We Are

The Parent Advisory Council (PAC) represents a cross-section of Child Development Center families, and provides child care administrators with feedback on policies and practices. The PAC has two branches (one at each of our Comal and San Jacinto locations), and our purpose is to facilitate communication between parents and the center's administration in an on-going effort to support the quality of care provided.

What We Do

While the PAC is not a policy-making body, it assists administration with strategic planning by providing parental viewpoints and unique expertise on issues that affect the center as a whole. The PAC works with the center's administration to review important issues, such as teacher retention, fund-raising, food service, facilities, extracurricular activities, and changes in procedures or services. The PAC also oversees the structure of parent committees, ensuring each have clear charges and leadership in place.

How to Join

Applications are available each spring, and the existing PAC selects new members at the end of every school year. Members serve staggered two-year terms, and two membership slots are reserved for parents wishing to serve for an optional third year. The PAC strives for a membership of balanced and varying perspectives, and considers many criteria when making member selection decisions. These criteria include: type of UT affiliation, tenure at the center, area of expertise, level of demonstrated involvement/interest in the center's activities, children's ages, and willingness to commit to a two-year term.

To learn more, please contact the PAC at your center location: Comal or San Jacinto. These contacts are available on the programs website.

(a) Provider shall establish a parent advisory council which will provide input to Provider regarding services and policies.

(i) Respondent shall provide a plan for creating a Parent Advisory Council. Plan shall include, but not be limited to:

1. Criteria for selection of members –

Parent Advisory Council (PAC) members will be chosen based on their child's age and work affiliation. UTCDC believes the PAC should represent the stakeholders. At the Capitol Complex we would want to ensure the PAC had parents from both UT and other state employment and would include a parent from each age group at the center. We would expect to have a minimum of 7 PAC members.

2. Roles and responsibilities of the council –

The PAC council is responsible for meeting monthly to discuss issues that can strengthen or benefit the program. Parents and the administration should bring up issues so collaboration can occur and should include planning for social events, fundraising, and any complaints.

The PAC is also responsible for evaluating the annual survey and looking for ways to address issues that arise from the feedback.

The PAC also oversees the room parents that each classroom establishes.

3. Communication procedures – The PAC will announce their meetings to the parents via e-mail and will ask for any issues that should be discussed.

4. Planned meetings and reports – The PAC is responsible for planning the meetings and taking notes.

5. Examples of current councils or committees from other centers (if applicable)

Here is the e-mail that is sent out to parents prior to the PAC meeting followed by meeting minutes.

Parents,

The next meeting of the University of Texas Child Development Center Parent Advisory Council is Thursday, September 4, 2014, at 4:00 pm.

The PAC provides child care administrators with feedback on policies and practices. Our purpose is to facilitate communication between parents and the center's administration in an on-going effort to support the quality of care provided.

While the PAC is not a policy-making body, it assists administration with strategic planning by providing parental viewpoints on issues that affect the center. The PAC works with the center's administration to review important issues, such as changes in procedures or services, teacher retention, fund-raising, food service, facilities, and extracurricular activities. The PAC also oversees the structure of parent committees, ensuring each have clear charges and leadership in place.

Our Monthly Agenda is as follows:

- 1. Call to Order*
- 2. Minutes from Previous Meeting*
- 3. Program Director's report*
- 4. Site Director's report*
- 5. Committee Updates*
- 6. Fundraising*

7. Social Events
8. Facilities
9. Staff Appreciation
10. Communication & Outreach
11. Parent Concerns
12. New Items
13. Next Meeting Date

If you have any issues or concerns that you believe the PAC might be able to help with, please feel free to contact us (a full list of members, with contact information, is available at http://www.utexas.edu/childcenter/parents/contact_pac.html.) We will keep your concerns anonymous and present them to the PAC confidentially. You are also always welcome to address these concerns directly with Tracy at the Center.

*Sincerely,
KJ Harris, Chair kj.harris@austin.utexas.edu*

Meeting Minutes

UT PAC Meeting

Tuesday, September 23

4 p.m.

- I. *Welcome*
 - *Present: Choquette Hamilton, KJ Harris, Tracy Dyess, Joel Rollins, Jessica Mahoney, Jessica Sentz, Kim Green, Rebecca Ryan*
 - *Unable to attend: Megan McMillin, Diana Morales, Carolyn Garber, Alexandra Kirk, Christina Cha*
- II. *Director's Update*
 - *Parent Work Day – Joel is the lead. Considering a fall work day in October. Will get with Tracy and Becky to discuss need*
 - *Working on acquiring laptops for each classroom to assist teachers during nap time. Will make it much easier to monitor the classrooms and allow the teachers to do their work. WiFi has also been approved and a work order has been placed.*
 - *Staff changes – Ms. Jordan has left the Sunshines, hiring a new assistant teacher (Ashlee)*
- III. *Upcoming Events*
 - *Fall Festival*
 - *October 24*
 - *Center-wide masquerade and costumes*
 - *Considering a Silent Auction for the event, or as another fundraiser*
 - *Stock the Breakroom - runs through October 10*
 - *Giving Tree – Month of October, ends with Fall Festival*
 - *November events will include Food Bank donations, art cards and child photos*

IV. Communication

- *Development of UT PAC Web page – KJ*
- *Links to Shutterfly pages on UT CDC website*

viii) LICENSING AND ACCREDITATION PLAN: <5 PTS>

(1) Both of the currently operated programs at the University of Texas at Austin are accredited by NAC and are certified Texas Rising Star 4 Star. The fastest way to ensure accreditation and become a Texas Rising Star 4 Star program are to begin the operation with complete compliance to their guidelines and regulations. In the past we have found if we operate a high quality program, the only thing we really need to focus on is paperwork when applying for accreditation. Both of our current operations have been through the process and have had success at being accredited and reaccredited. In addition, for all of the years we have been in the Texas Rising Star Program, we have been a 4 star member.

Our executive director, Hara Cootes, and our curriculum coordinator, Susan Klein, are both validators for NAC accreditation which helps in preparation for the visit and maintain those high quality standards.

Texas Rising Star requirements are changing and these changes may impact future star ratings. Currently programs that are NAEYC and NAC accredited, automatically receive a 4 star rating with continued monitoring. To be accredited, a program must meet specific standards and a percentage of other standards. The Texas Rising Star program is currently evaluating whether or not to deny programs a 4 Star Rating if ratios or group sizes are not met. This could be a factor in UTCDC having a 4 Star Rating. Currently we do not meet their guidelines for two year old ratios. We have one more child enrolled in that age group in order to afford two fulltime benefitted teachers in those classrooms. The Texas Rising Star Program expects to have a decision this time next year.

(a) Respondent shall provide a comprehensive plan including timeline to obtain required licenses, certifications and accreditations.

Upon being awarded the contract, UTCDC will begin working with child care licensing to obtain a license to operate by September 1, 2015 or sooner.

After the commencement of operation, UTCDC will contact Workforce Solutions and NAC accreditation representatives about certification and accreditation. Six months after opening, accreditation materials will be ordered and over the next six months they will be completed. We will submit all required paperwork to become accredited at the end of the first year of operation and then wait to be visited. It is our expectation that we would be accredited within the first year and a half of operating the program. We would pursue the Texas Rising Star program in the same manner.

ix) FOOD SERVICE PLAN: <5 PTS>

(1) UTCDC participates in the USDA Child and Adult Care Food Program (CACFP). CACFP regulates the food service with regards to meal service times, type of service, portion sizes, meal components and quality of food served. If awarded, we would provide two snacks and milk with lunch each day. Parents would provide lunch for their child. Below is a sample menu. The cost for the meal service is included with the regularly assessed tuition fees.

(2) Provide a plan for food service. Plan shall:

(a) UTCDC works with the university procurement office for bidding out food commodities and milk for meal service.

(b) UTCDC will oversee its own food service and will not contract out its food service.

(c) Morning and afternoon snack will be provided for children. Milk will be provided at lunch.

Here is a sample menu:

	Monday	Tuesday	Wednesday	Thursday	Friday
Am Snack	Apples & Milk	Bagels & Cheese	Bananas & Milk	Cheese & Crackers	Oranges & Milk
PM Snack	Cheese & Crackers	Oranges & Milk	Tortillas & Cheese	Apples & Graham Crackers	Bagels & Cheese

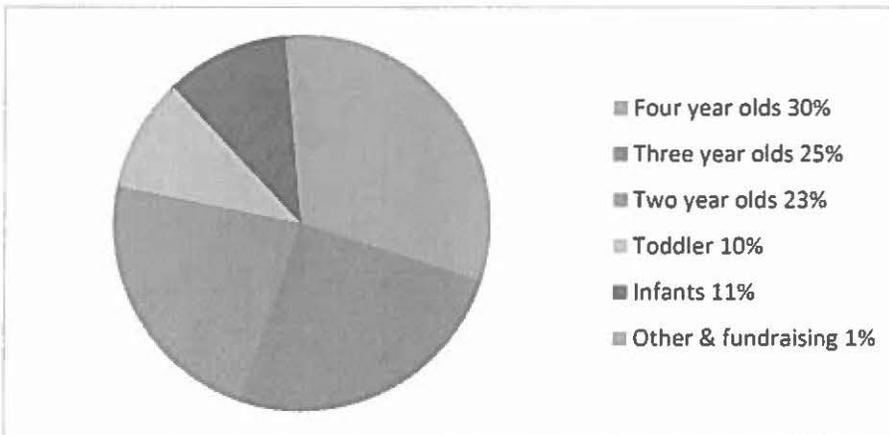
(d) UTCDC provides rice or soy milk alternatives to children with a doctor's note documenting a medical need. Parents must provide food alternatives for all other documented food allergies. UTCDC is a nut free school.

x) BUDGET AND CHILD CARE FEES:

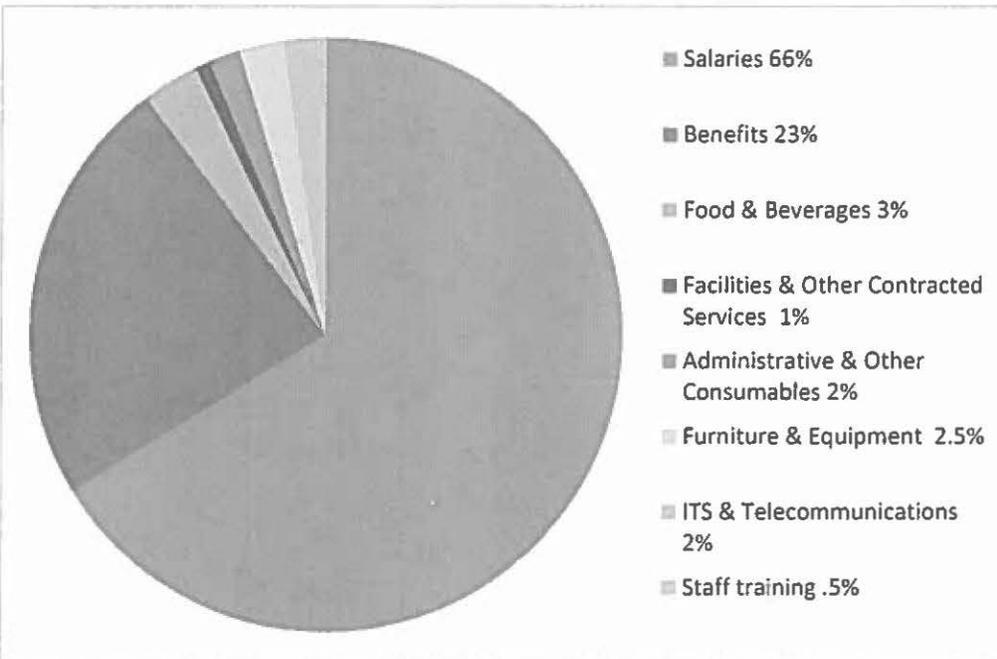
(1) BUDGET: <5 PTS> Provide methodology for determining a preliminary budget for the first year of center operation and child care fees, including:

(a) Fees are calculated based on the number of children in each class and the number of staff needed to care for them. In addition, other program expenditures and administrative salaries are considered. UTCDC conducts an annual survey to ensure the rates that are being charged are within market rates for the quality provided. The pie charts below demonstrate the percentages of the budget for income and expenses.

Income



Expenses



(b) Increases in tuition fees are made when program expenses are increased. Historically UTCDC has increased tuition annually as salary and benefit costs increased. Increases are distributed across each age group and do not exceed what is needed to operate the program as a non-profit. Currently, tuition increases are first recommended by the program director and then approved by the office of the Vice President for University Operations. Increases in benefits costs are determined through UT Systems and salary increase policy is generated through the UT Budget Council and UT President.

(c) UTCDC collects tuition by the 5th of each month at the front desk. All checks are made payable to The University of Texas at Austin. Special arrangements for payments may be made with director approval.

(d) UTCDC expects tuition collection for each month a child is enrolled regardless of attendance. If a parent decides to dis-enroll for a period of time, the child's space will be forfeited and filled by a waiting list family. The dis-enrolling family may choose to hold priority at the top of the waiting list by paying a \$25 per month holding fee. This will get the family back into the school when a space becomes available for that age group. In addition, tuition remains the same each month regardless of the number of days the center is open. Tuition is determined by a yearly average so each month's tuition will remain consistent.

Below are parent handbook policies regarding the issue:

Absence Policy

If a child is enrolled at the Child Development Center and absent at any time during the month, tuition will not be affected. There are no requirements regarding attendance.

If possible, please notify the center when your child will be absent. This will enable your child's teacher to plan activities most efficiently.

Summer Enrollment and Leave Policy

If a currently enrolled parent plans to interrupt his or her affiliation with the University for the summer, the child may remain in the center if there is space available.

Parents who remove their children from enrollment will lose their space in the center unless they choose to pay full tuition to keep their enrollment status. They can ask to be placed on the waiting list for the following fall. Their place on the list will be determined by the date at which they put in an application.

Parents may interrupt their child's enrollment for three or more months due to university-related business and/or course requirements, or a family emergency, a \$25/month fee can be paid to hold a place. Children will be placed at the top of the waiting list after any children with sibling priority. This is not a guarantee of service.

(e) UTCDC operates a non-profit operation only.

(2) Provide a breakdown of expenses for the operation of the center, e.g. staff salaries, staff training, program supplies, equipment on the Attachment B – Child Care Fees. All child care fees shall be included in this section only. No costs or fees shall be listed in any other part of the proposal.

UTCDC operates a sliding scale tuition system. This need-based system is evaluated based on two needs. The first is income need. Low income families' pay less while high income families pay more. In

addition, we look at whether or not there is a household member that stays home who is able to care for the child. Families with an stay at home parent would not be eligible for the lowest tuition level. More details about the sliding scale have been attached with the operating expenses.

EXHIBIT C

TFC CONTRACT NO. 15-052-000

CHILD CARE TUITION, FEES, AND EXPENSES

**ATTACHMENT B
CHILD CARE FEES ADDENDUM #3**

Respondent Name: Univ. of TX at Austin

Provide a breakdown of expenses for the operation of the Child Care Center, e.g. staff salaries, staff training, program supplies, equipment

ESTIMATED ANNUAL BUDGET \$1,050,780 based on # 52 Weeks

INCOME

Total Tuition Income (Based on ___% Enrollment)

	# of Slots	Monthly Rate	Expected % Enrollment	Expected Annual Income (\$)
Infants	10	930	100%	111,600
Toddlers	11	785	100%	103,620
Twos	30	725	100%	261,000
Pre-K	72	700	95%	574,560
Other Income (List Sources)				
Application Fee (\$ ___ Each)				
Waiting List				2,000
Enrollment Fees				0
Spanish Language				14,000

EXPENSES

Administrative Salaries	Monthly (\$)	Annual (\$)
Center Director	3,500	42,000
Assistant Director	2,916	35,000
Cook (if applicable)	—	—
Other (List Title)	Monthly (\$)	Annual (\$)
Admin Asst	2,333	28,000
Program Director	2,000	24,000
Curriculum Coordinator	972	11,666

Staff Salaries (Estimated Qty)	Monthly Minimum (\$)	Maximum Monthly	Estimated Annual (\$)
FT Lead Teachers (# 8)	18,666	19,666	229,992
FT Assistant Teachers (# 9)	18,000	19,000	222,100
PT Lead Teachers (# /)			
PT Assistant Teachers (# 20)	8,916		107,000

Start Up Costs

The University of Texas at Austin is committing \$425,000 in startup costs for the Capitol Child Care Complex. These funds are being given without expectation of repayment. In addition, The University of Texas at Austin will cover trash removal, custodial, pest control and basic maintenance at no charge to the operation.

Tuition Fees Information

UTCDC established a sliding scale tuition fee structure in order to be affordable while maintaining a budget needed to operate a quality child care program. To receive level A or B tuition a family's "need" is considered. Need is defined in two ways. First, a family's household income is considered. Household income ranges and corresponding tuition levels are below. To receive the level A tuition rate whether or not there is an adult staying at home who is able to care for the child is also considered. The tuition structure does not subsidize families for level A tuition who have a stay at home parent. The attached tuition fees form is planned based on level B tuition. This tuition structure assumes level A and level C eligible families washing each other out thus leaving level B as the average tuition rate.

Sliding Scale Tuition Fee Structure

Tuition rates are set yearly to accommodate varying levels of household income, and are reflected in the following charts.

Monthly Tuition Rates –10 Level A spaces are available.

	A	B	C
Infants	\$650	\$930	\$1035
Toddlers	\$625	\$785	\$935
Twos	\$600	\$725	\$835
Pre-K	\$575	\$700	\$785

Income Categories

A	B	C
\$0-\$59,999	\$60,000-\$109,999	\$110,000+

Guidelines

- There is a \$25 tuition discount for each additional sibling enrolled at the UT Child Development Center.
- The Child Development Center maintains 10 level A spaces. If more families qualify, a waiting list will be established and these families will pay level B tuition rates.
- The director and assistant director will review income documentation upon enrollment, and once every following year.
- Appeals for reduced tuition due to special circumstances go through the Office of the Vice President for University Operations.
- Families may have their tuition category reviewed during the year upon request.
- Tuition levels are established at time of enrollment and do not effect waiting list placement.

Tuition Survey Spring 2015

Tuition Rates Spring 2015

Center	Infants	18 mos.	2	3	4	5	Sib dls.	Lunch	Supply Fee	Hours
Child's Day	\$1,545	\$1,425	\$1,275	\$1,175	\$1,120	\$1,120	25%	no	\$200/year	7:00- 6:30
Children's Courtyard	\$1,076	\$984	\$932	\$848	\$848	\$848	no	yes	none	6:30- 6:30
Hyde Park Baptist CDC	\$1,047	\$959	\$882	\$838	\$816	\$816	5%	yes	\$50/year	7:00- 6:00
Bright Horizons	\$1,365	\$1,320	\$1,220	\$1,155	\$1,155	\$1,155	no	no	\$150 year	6:30- 6:30
Dell Jewish Community	\$1,286	\$753	\$698	\$677	\$650	\$650	no	no	none	7:00- 6:00
St. Luke's Infant Center	\$960	\$910	\$890	n/a	n/a	n/a	no	no	none	7:30- 5:30
Stepping Stone	\$1,040	\$970	\$945	\$890	\$720	\$680	10%	yes	\$75/year	6:30- 6:00
Congregation Beth Israel	\$1,365	\$1,195	\$1,075	\$980	\$935	\$935	10%	no	none	7:30- 5:30
Tree Tops Learning Center	n/a	\$805	\$775	\$690	\$665	\$665	10%	no	\$50/year	7:30- 6:00
University United Method	\$790	\$740	\$670	\$640	\$640	\$640	no	no	165 yearly	8:15- 5:15

Averages of programs \$1,047.40 \$925.60 \$858.70 \$720.30 \$688.40 \$684.40

Median of programs \$1,076 \$965 \$911 \$848 \$816 \$816

**ATTACHMENT F
NON-COLLUSION AFFIDAVIT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: *Marla Martinez*
Printed Name: Marla Martinez
Title: Associate Vice President
Company: Univ. of Tx. at Austin
Date: 2/24/15

SUBSCRIBED and sworn to before me the undersigned authority by 24 the Feb of, 2015 on behalf of said bidder.

Hilda Harnden
Notary Public in and for the
State of Texas

My commission expires: 11/10/17

