

**Raytown School District  
Purchase of Head Start Services Agreement  
July 1, 2018 – July 31, 2019 (68 Slots HS)**

This Agreement for the Purchase of Head Start and/or Early Head Start Services for Children (the “Agreement”) is made and entered into as of July 1<sup>st</sup>, 2018 by Raytown School District and between Mid America Regional Council 600 Broadway, Suite 200 Kansas City Missouri (hereinafter referred to as “MARC”) and Raytown School District (hereinafter referred to as “DISTRICT”).

**Whereas**, MARC has received a Federal Head Start / Early Head Start Grant Award for the purpose of providing Head Start / Early Head Start Expansion services for children and families in Jackson, Clay and Platte Counties in Missouri; and

**Whereas**, the DISTRICT seeks to assist MARC in providing services to and for qualified children and families; and

**Whereas**, MARC and the DISTRICT have considered the goals and objectives of the Head Start and Early Head Start grant and how those goals and objectives may be achieved if MARC and the DISTRICT work together; and

**Whereas**, MARC and the DISTRICT have discussed the purposes of this Agreement, the conditions precedent to this Agreement, the Agreement documents, their respective roles, and the terms and conditions for this Agreement, and have reached understandings on each of these subjects; and

**Whereas**, MARC and the DISTRICT enter into this Agreement to set out their understandings and agreements,

**Now, Therefore**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MARC and the DISTRICT agree as follows:

1. **Scope of Services.** The DISTRICT shall perform and accomplish in a manner satisfactory to MARC those tasks described in Exhibit A (the “Scope of Services”), which are incorporated herein by reference. The DISTRICT shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily possessed and exercised by a similar Head Start / Early Head Start provider.
2. **Role of MARC.** MARC as the Grantee of the Federal Head Start / Early Head Start Award is the purchaser of Head Start / Early Head Start services from the DISTRICT, a not for profit agency or public school district, Raytown School District and an independent contractor. As such, MARC provides reimbursement for certain DISTRICT-provided services for children and families served by the DISTRICT. MARC will monitor the performance of the DISTRICT in providing Head Start / Early Head Start services for children and families. MARC will not undertake to operate the DISTRICT’s early childhood and family services, but will provide staff support as outlined in the Scope of Services Exhibit A, monitor and assist with training to promote DISTRICT’s

compliance with Early Head Start standards. MARC will conduct periodic reviews of program performance, which include, but are not limited to, the following:

- a. Environmental health and safety requirements
- b. Curriculum implementation and child assessments
- c. Enrollment and family assessments and support services and referrals.

3. **Role of the DISTRICT.** The DISTRICT is an independent contractor. The DISTRICT shall provide high quality early childhood and family services, as outlined in the scope of services included in this contract, for Sixty-Eight (68) Head Start children and their families, through its Raytown School District /Three Trails Preschool program. These services will be aligned with MARC's policies and procedures, as referenced in Exhibit A, to support MARC's compliance with Head Start / Early Head Start performance standards for early childhood and family services. The failure of the DISTRICT to implement the early childhood and family services as outlined in the Scope of Services Exhibit A shall be grounds for termination of this Agreement pursuant to the following procedures.

MARC will implement regular reviews and tests for compliance to determine that the Agreement is being followed as intended and will inform the DISTRICT of any irregularities or deficiencies identified in these reviews and inform the DISTRICT that it must correct any such deficiencies using one of the following processes selected by MARC:

- a. Correct the deficiency immediately if MARC finds that the deficiency threatens the health or safety of staff or program participants or poses a threat to integrity of Federal funds;
- b. Correct the deficiency not later than 90 days after the identification of the deficiency if MARC finds, in the discretion of MARC, that such a 90-day period is reasonable, in light of the nature and magnitude of the deficiency; or,
- c. Correct the deficiency pursuant to a quality improvement plan submitted to MARC by the DISTRICT and approved by MARC. Any such plan shall be fully implemented and the deficiencies shall be fully corrected within six (6) months of identification unless MARC, in its sole discretion, determines additional time is necessary to correct the deficiency. In no case shall a deficiency be allowed to exist for longer than one year from the date of its identification.

MARC shall conduct monthly monitoring reviews to the DISTRICT when it is in the process of correcting a deficiency until all deficiencies are corrected or until MARC proceeds to terminate or deny refunding to the DISTRICT. The DISTRICT agrees to participate in an annual review of its early childhood and family services and other additional reviews as MARC or the federal Office of Head Start may determine to be necessary. The DISTRICT agrees to track the costs expended on Head Start / Early Head Start services and permit MARC to monitor its operations and inspect and examine its

records and accounts as they relate to Head Start / Early Head Start services outlined in the Scope of Services.

The DISTRICT is an independent contractor in the performance of the Services under this Agreement. Accordingly, the DISTRICT shall be responsible for the payment, as applicable, of all required business license fees, and all taxes including Federal, State and local taxes arising from the DISTRICT's activities under the terms of this Agreement and no withholdings of any taxes shall be made by MARC in connection with the payments provided for in this Agreement.

4. **Purchase of Services.** MARC shall reimburse the DISTRICT in the following manner:

Comprehensive early childhood and education services (see scope of work Exhibit A for detailed services) for Early Head Start and / or Head Start from July 1<sup>st</sup>, 2018 to July 31<sup>st</sup>, 2018 for exactly Sixty-Eight (68) 3-5 year old preschool children for which the DISTRICT will be paid an amount not to exceed \$31,166.67 which is based upon monthly and yearly per child rates of:

- \$31,166.67 monthly and \$124,666.67 yearly for 68 HS part day slots

	July 2018	August – October 2018	Annual Contract Amount
Head Start	\$31,166.67	\$93,500.00	\$374,000.00

The sum of \$31,166.67 will be paid in one payment for services beginning July 1<sup>st</sup>, 2018 by MARC to DISTRICT, providing that full enrollment, defined as having no contracted slots that are vacant longer than 30 days, is attained by September 29, 2018, and that any slot that becomes vacant after September 29, 2018 is filled with a child from the waiting list within 30 calendar days including weekends and holidays.

Proper documentation must be received no later than 10th before MARC will remit payment including:

- ChildPlus Report 2001 that identifies actual enrollment
- ChildPlus Report 2210 that identifies slots vacant longer than 30 days
- USDA Report for food services

MARC shall make payment to DISTRICT by check within thirty (30) days of receipt of a properly completed and documented Request for Payment.

In the event that funded enrollment is not reached for three consecutive months, a quality improvement plan will be submitted to MARC by the DISTRICT and approved by MARC. Any such plan shall be fully implemented and under-enrollment shall be fully corrected within six (6) months unless MARC, in its sole discretion, determines additional time is necessary to correct the deficiency. In no case shall under-enrollment be allowed to continue for longer than one year from the date of its identification without a reduction in the contracted number of funded enrollment slots based on further analysis of community need.

During the quality improvement plan period, the obligation of MARC to pay the DISTRICT may be reduced to a prorated payment equal to the percentage of enrollment reported for that month.

The DISTRICT will be responsible for the recruitment, selection, enrollment, and attendance of children in accordance with MARC policies and procedures as described in Exhibit A. Selection of children will be made by offering any available slot to the child with the highest eligibility points that were determined by MARC staff at the time of application, so long as that child is within the age range needed to maintain appropriate classroom ratios for the vacant slot. Attendance will be tracked, and entered into ChildPlus daily in accordance with MARC policies and procedures.

This Agreement is subject to the availability of federal grant funds to MARC. MARC shall promptly notify DISTRICT, in writing, of any modification, payments, delays, or cancellations of said DHHS grant. The Federal Share may be reduced if DHHS reduces MARC's federal grant number 07CH7056/05, for any reason; provided that, if the reduction of grant funds does not result in complete unavailability of such funds, the Parties will use best efforts to amend this Agreement accordingly.

5. **Term of Agreement.** This Agreement shall become effective for services to be provided by the DISTRICT beginning July 1<sup>st</sup>, 2018, and shall continue in force through July 31<sup>st</sup>, 2018 unless altered by mutually accepted written amendment, or unless terminated as is provided by the terms and conditions of this Agreement.
6. **Programmatic Changes.** The DISTRICT agrees to notify MARC in writing at least thirty (30) days in advance of any changes in the program that will affect the quality, extent, timeliness or frequency of services delivered under the terms of this Agreement, and the DISTRICT further agrees that no such changes shall be implemented without prior written consent of MARC. MARC is not required to make payment for services rendered according to such changes unless the DISTRICT has obtained the prior written consent of MARC to the changes.
7. **Recordkeeping and Retention.** The DISTRICT agrees to keep and maintain, according to MARC's record retention policy, adequate, legible, genuine, current, and complete records of services rendered to children and families under the terms of this Agreement and included in the Scope of Services, to make available all such records to MARC or its designated representatives, except to the extent that the disclosure of personally identifiable records is prohibited by law.
8. **Confidentiality of Personally Identifiable Information and Protected Personally Identifiable Information.** DISTRICT will establish procedures to protect the confidentiality of any personally identifiable information (PII) and protected personally identifiable information (PPII) in child and employee records.
  - a. If a program is an educational agency or institution that receives funds under a program administered by the Department of Education and therefore is subject to the confidentiality provisions under the Family Educational Rights and Privacy Act (FERPA), then it must comply with those confidentiality provisions of FERPA instead of the provisions in this subpart.

- b. If a program serves a child who is referred to, or found eligible for services under, IDEA, then a program must comply with the applicable confidentiality provisions in Part B or Part C of IDEA to protect the PII in records of those children, and, therefore, the provisions in this subpart do not apply to those children.
- c. Established procedures will comply with Head Start Performance Standard Requirements 1303.22 for disclosure of such PII and PPII with, and without, parental consent and 1303.23 for parental rights to inspect, request amendments, or receive a copy of child records.
- d. Procedures for maintaining child records will be established in accordance with requirements of Head Start Performance Standard Requirements 1303.24 (a) – (c) and 2 CFR 200.79 and 2 CFR 200.82

9. **Insurance.**

- a. The DISTRICT shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the DISTRICT from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the DISTRICT and its employees, agents, and subcontractors in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- b. The DISTRICT's insurance coverage shall be for not less than the following limits of liability:
  - i. Commercial General Liability: \$500,000.00 per claim up to \$2,000,000.00 per occurrence.
  - ii. Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence.
  - iii. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00.
- c. The DISTRICT shall provide MARC with a certificate of insurance evidencing such policies and confirming that they are all in full force and effect as required by this Agreement. All such policies shall name MARC as an additional insured.
- d. Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Kansas or Missouri, depending upon the location of the DISTRICT's operation.
- e. As between DISTRICT and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.
- f. The DISTRICT will provide evidence of adequate student liability insurance with such limits in force as are acceptable to MARC.

10. **Termination.** This Agreement will terminate upon the happening of any of the following events:
  - a. Immediately upon MARC's determination that the DISTRICT cannot or will not comply with the services outlined in the Scope of Services Exhibit A;
  - b. Immediately upon the determination that funds are no longer available for the continuation of this Agreement;
  - c. Immediately upon the DISTRICT's refusal to permit MARC to inspect and examine records and reports related to the Scope of Services Exhibit A;
  - d. Ten (10) days delivery of either party's written notice of the breach of any term or condition of this Agreement;
  - e. Without cause, after thirty (30) days prior written notice issued by either party that this Agreement will be terminated; or
  - f. At any other time upon the mutual agreement of MARC and the DISTRICT.
11. **Compensation after Termination.** In the event that this Agreement is terminated as provided above, the DISTRICT shall be compensated the full obligations under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The DISTRICT agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this agreement.
12. **Commitment for Renewal.** This an annual contract that is part of a five-year federal grant commitment and shall be eligible for annual renewal for up to four terms based on the DISTRICT's previous performance.
13. **Compliance with other Applicable Law.**

In connection with the provision of services pursuant to this Agreement, Direct Service Provider agrees:

- a. To comply with the Civil Rights Act of 1964 and all other federal, state, or local laws, rules, and orders prohibiting discrimination. Consistent with the foregoing, Direct Service Provider agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (42 C.F.R. Part 60).
- b. To comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. §7401 *et. seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), as amended.
- c. To make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises in connection with the work performed hereunder, whenever possible.

- d. To provide for the rights of the Federal Government in any invention resulting from the work performed hereunder, in accordance with 37 C.F.R. Part 401 and any applicable implementing regulations.
  - e. To include a provision requiring compliance with the Davis-Bacon Act (40 U.S.C. §276a to a-7) and implementing regulations in any construction contracts of more than \$2000.
  - f. To comply with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), and any applicable implementing regulations, as may be applicable.
  - g. To comply with the applicable standards under the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11434a (2)), and any applicable implementing regulations, as may be applicable.
  - h. To comply with the applicable standards under the Americans with Disabilities Act of 1991, as amended, and any applicable implementing regulations, as may be applicable.
  - i. Good Standing under Federal Programs/Contracts. Direct Service Provider hereby certifies that it has not been debarred or suspended from participation in any federal grant programs or any federally-funded contracts.
  - j. Compliance with State and Local Laws. Direct Service Provider shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments in the performance of the Agreement, including all licensing standards and all applicable accreditation standards.
14. **Notices.** Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as David A. Warm or MARC may designate for such purpose by written notice to the DISTRICT. All compensation and written notices to the DISTRICT shall be considered to be properly given if mailed, delivered in person, or transmitted by electronic mail or similar method to:

NAME	Dr. Allan Markley
Title	Superintendent of Schools
Address	6608 Raytown Road
City State Zip	Raytown Missouri 64133
Email	

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, or transmitted by electronic mail or similar method to:

Lupe Valdovino  
Mid-America Head Start Fiscal Coordinator  
600 Broadway, Suite 200  
Kansas City, Missouri 64105-1554  
[gvaldovino@marc.org](mailto:gvaldovino@marc.org)

15. **Entire Agreement.** This Agreement and its Agreement documents set out the entire Agreement between MARC and the DISTRICT.
16. **Agreement Amendments.** No amendments to this Agreement shall be effective unless and until it is reduced to writing and executed by MARC and the DISTRICT.
17. **Governing law.** This Agreement shall be constructed and enforced in accordance with the laws of the State of Missouri.




IN WITNESS WHEREOF the parties hereto have signed this Agreement on the dates set forth below.

**Mid America Regional Council**

By: \_\_\_\_\_  
NAME: David A. Warm  
Title: Executive Director  
Date: \_\_\_\_\_

**Raytown School District**

By:  \_\_\_\_\_  
NAME: Dr. Allan Makley  
Title: Superintendent of Schools  
Date: \_\_\_\_\_