

**RAYTOWN SCHOOL DISTRICT – TIER 1
FIRST AMENDMENT TO
PURCHASE OF HEAD START SERVICES AGREEMENT
NOVEMBER 1, 2021 – OCTOBER 31, 2022**

This First Amendment to the Purchase of Head Start Services for Children Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as MARC, and Raytown School District (hereinafter referred to as "the DISTRICT"), is effective as of the 1st day of August 2022.

WITNESSETH:

WHEREAS, MARC and the DISTRICT are parties to that certain Purchase of Head Start Services Agreement with an effective date of November 1, 2021 (the "Purchase of Head Start Services Agreement"); and

WHEREAS, MARC and the DISTRICT wish to amend certain terms and provisions of the Purchase of Head Start Services Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the DISTRICT Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment and not otherwise defined herein shall herein have the meaning ascribed to such terms in the DISTRICT Agreement.
2. **Amendment A.** Purchase of Services section, Number 4 of the Head Start Services Agreement is hereby deleted in its entirety and replaced with the following:

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 Head Start from November 1, 2021 to October 31, 2022 for exactly fifty-one (51) 3-5-year-old preschool children for which the DISTRICT will be paid an amount not to exceed \$403,920.00 which is based upon monthly and yearly per child rates of:

Program Options	Annual Per Child Rate	November 2021 to October 2022 COLA	Annual Contract Amount November 1, 2021 – October 31, 2022
Head Start Center Based	\$7,743.00		\$394,893.00
Cost of Living Adjustment		\$9,027.00	\$9,027.00
Total Contract Per Budget Period			\$403,920.00

Professional Development costs will be reimbursed based on actual expenses as they occur, and documentation should be included with the appropriate month's invoice.

Monthly Reimbursement - The sum of **\$33,660.00** will be paid monthly for services beginning **November 1, 2021** by MARC to the DISTRICT, providing that full enrollment, defined as having no contracted slots that are vacant longer than 30 days, is attained annually by **September 29th** each year, and that any slot that becomes vacant thereafter 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 the 10th of the following month 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 the 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 The 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 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.

3. **Governing Law.** This Amendment shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Amendment, the federal common law shall govern.
4. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Head Start Purchased Services Agreement, this Amendment and the Head Start Purchased Services Agreement, shall be deemed to conform to the terms and conditions of this Amendment.
5. **Binding Effect.** All of the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract Amendment effective as of the date first above written.

MID-AMERICA REGIONAL COUNCIL

By: _____

Print: David A. Warm

Title: Executive Director

Date: _____

RAYTOWN SCHOOL DISTRICT

By:  _____

Print: Dr. Penelope Martin-Knox

Title: Superintendent of Schools

Date: August 16, 2022