

**RAYTOWN SCHOOL DISTRICT – TIER 2  
FIRST AMENDMENT TO  
PURCHASE OF HEAD START SERVICES AGREEMENT  
NOVEMBER 1, 2022 – OCTOBER 31, 2023**

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 1<sup>st</sup> day of August 2023.

WITNESSETH:

WHEREAS, MARC and the DISTRICT are parties to that certain Purchase of Head Start Services Agreement with an effective date of November 1, 2022 (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, 2022 to October 31, 2023 for exactly fifty-one (51) 3-5-year-old preschool children and from August 1 to October 31, 2023 for exactly thirty-two (32) additional 3-5 year old preschool child for which the DISTRICT will be paid an amount not to exceed \$426,540.00 which is based upon the addition of a Cost of Living Adjustment in addition to monthly and yearly per child rates of:

<b>Program Options</b>	<b>Annual Per Child Rate</b>	<b>November 2022 to October 2023 COLA</b>	<b>Annual Contract Amount November 1, 2022 – October 31, 2023</b>
Head Start Center Based (51)	\$7,920		\$403,920.00
Cost of Living Adjustment		22,620	22,620.00
Balance remaining - Head Start Training			
<b>Total Contract Per Budget Period</b>			<b>\$426,540.00</b>

<b>Program Options</b>	<b>Annual Per Child Rate</b>	<b>August 1 - October 31, 2023</b>	<b>Contract Amount August 1 – October 31, 2023</b>
Head Start Center Based (32)	\$7,920		\$63,360
Cost of Living Adjustment		3,548	3,548
<b>Total Contract for Budget Period</b>			<b>\$66,908</b>

<b>Total Raytown School District \$s after amendment</b>			<b>\$493,448</b>
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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 **\$35,545.00** will be paid monthly for services beginning **November 1, 2022** by MARC to the DISTRICT and beginning **August 1, 2023** an additional **\$22,302.67** will be paid monthly for services for additional children, providing that full enrollment, defined as having no contracted slots that are vacant longer than 30 days, is attained annually by **September 29<sup>th</sup>** 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 15<sup>th</sup> 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 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.

Final Invoices - The DISTRICT shall submit invoices to MARC in the manner and format described in Section 15. For this contract, all invoices for payment must be submitted by December 15, 2023. Due to the nature of a standard federal grant, the DISTRICT is provided 45 calendar days after the end of this agreement to submit a final invoice for expenses associated with this contract period. It is the responsibility of the DISTRICT to ensure all relevant invoices from the contract period are submitted for payment. In no event, regardless of the cause or circumstance, will MARC be responsible for payment of an invoice submitted to MARC more than 45 calendar days (December 15, 2023) after the end of the contract period.

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**

**RAYTOWN SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: David A. Warm

Print: Dr. Penelope Martin-Knox

Title: Executive Director

Title: Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_