

**CLARINDA COMMUNITY SCHOOL DISTRICT & WEST CENTRAL COMMUNITY ACTION  
PRESCHOOL CONTRACTED SERVICES AGREEMENT**

West Central Community Action Head Start Program, hereinafter referred to as “Provider” and the Clarinda Community School District, hereinafter referred to as “Partner” wish to enter into an agreement under which Partner shall furnish certain designated services necessary to implementation of WCCA program operations funded by a Department of Health and Human Services Grant. For the purposes of this Agreement, the following terms and definitions shall be used:

<b>TERMS</b>	<b>DEFINITIONS</b>
Provider:	West Central Community Action (WCCA)
Provider Address:	1408 “A” Highway 44 PO Box 709 Harlan, IA 51537-0709
Partner:	Clarinda Community School District (CCSD)
Partner Address:	Clarinda Community School District Office 423 East Nodaway Clarinda, IA 51632
Site Location:	Garfield Elementary 910 S 15 <sup>th</sup> Street Clarinda, IA 51632
Covered Primary Services:	Health, Education, Nutrition and Disabilities portion of Center Based Head Start Programming.
Required Service Group for Primary Services:	The Partner will serve <u>8</u> Head Start eligible children.
Minimum Services:	The Partner will operate the identified preschool classroom(s) a minimum of 1,020 teacher/student contact hours per year exclusive of school holidays, weather-related closings and staff professional development days at all of the identified site locations.  The Partner will meet full funded enrollment number by September 30, 2023. If the full funded enrollment number is not met then Head Start will utilize the vacant slot and any vacant

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	slot within the school year if no waitlist is available.
Agreement Funding for Services:	Funding is based on the number of Head Start eligible children enrolled and served up to the maximum allotted slots identified above during the course of each month throughout the 2023-2024 school year.
Method of Payments:	The Partner will submit a monthly invoice by the 5 <sup>th</sup> day of the following month for the previous month of service. The invoice will include the number of children that received services and the month being billed. The Partner will be paid <b>\$450</b> per eligible child receiving services per month each month the child is actively enrolled not to exceed a total annual funding amount of <b>\$32,400.00</b> .
Agreement Guiding Principles:	<p>Coordinate a comprehensive system of activities, policies, and procedures among the named parties which guide and support their delivery of services to children and their families.</p> <p>Create and maintain a meaningful partnership to promote school readiness so that children who are preschool age, receive comprehensive services to prepare them for elementary school and to address any potential “achievement gap”.</p> <p>Plan and implement strategies based on practice and research that have proven to support children’s school success.</p> <p>As part of the Head Start Program Performance Standards, the CCSD will ensure their positive guidance and discipline practices are developmentally appropriate and follow best practice recommendations for Early Childhood Education.</p> <p>Respect the uniqueness of each locality’s needs and resources. Promote the involvement of members of the early child</p>

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	<p>care and education communities.</p> <p>Share commitment, cooperation, and collaboration for a coordinated service delivery system.</p> <p>Both parties will provide Professional Development opportunities as prescribed by the Iowa Department of Education and HHS/ACF at no cost.</p>
<p>Program Curriculum and Head Start Program Performance Standards Monitoring:</p>	<p>The Creative Curriculum and the Head Start Program Standards (HSPPS) will be followed at the identified CCSD Preschool Classrooms.</p> <p>Head Start staff will support and monitor the identified CCSD preschool classrooms at least three times annually to ensure that HSPPS are being met. Provider monitoring reports will be provided to the Partner staff by the 15<sup>th</sup> of the following month.</p> <p>The CCSD is responsible to report any incidents, allegations, or misconduct of Head Start funded children to the Head Start Director within 24 hours of occurrence.</p> <p>Please see attachment for monitoring items.</p>
<p>Confidentiality:</p>	<p>The Provider and Partner acknowledge confidentiality requirements that each must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families.</p> <p>Each party will protect the rights of young children with respect to records and reports created, maintained, and used by each. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly</p>

TERMS	DEFINITIONS
<p>Collaboration Meetings and Dispute Resolution:</p>	<p>followed.</p> <p>The Partner and Provider will first attempt to resolve any disputes or to solve problems among themselves.</p> <p>Issues will be resolved as they arise at the lowest level possible. The chain of command will be followed.</p> <p>Schedule Administrative meetings on a monthly basis. Meetings will occur face-to-face or via Zoom to review local agreements, plan collaborative activities, and resolve issues.</p>
<p>Covered Primary Services: Partner Responsibilities:</p>	<p>Will assign a full time Preschool Administrator to oversee the preschool classrooms throughout the school district.</p> <p>Teachers will conduct two home visits per school year for each family.</p> <p>Teachers will conduct two parent conferences per school year.</p> <p>Provide nursing services.</p> <p>The hiring, supervision, employment and professional development of preschool certified teachers, para-educators and qualified substitutes that comply with the Head Start Program Performance Standards.</p> <p>Maintain accreditations, perform the registration and participant screening process for 3 and 4 year old children.</p> <p>Provide meal service to children at the identified location(s).</p> <p>Non-federal share match documentation for donated items such as: classroom staff wages, fringe benefits and associated costs not paid with Head Start funds, classroom</p>

TERMS	DEFINITIONS
	materials/curriculum, furnishings, professional development and custodial services.
Covered Primary Services: Provider Responsibilities:	Provide a Head Start School and Community Partnership Coordinator who meets monthly with the preschool administrator as a Liaison between the two parties.  Provide one (1) Family Advocate to support the needs of the Head Start children and families being served at each of the Provider's site locations and classrooms.
Non-Federal Share Match Documentation:	The Partner will complete and submit to the Provider the Head Start Non-Federal Share Form at the beginning of the 2023 – 2024 school year.
Agreement And Termination Terms:	August 1, 2023 through July 31, 2024  The Provider and Partner are not bound by this agreement for more than the 2023-2024 school year.

The parties agree to abide by the specific terms and provisions of the following attachments which are incorporated into this agreement by reference and made a part of it:

- Basic Contract Provisions.
- Non-Federal Share Match Contribution Form.
- Pre-K Contracted Items.

### Signature Page

#### Partner:

Clarinda Community School District:

By: \_\_\_\_\_  
Board President

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

#### Provider:

West Central Community Action:

By: \_\_\_\_\_  
Wendy Mueller, Executive Director

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

## **BASIC CONTRACT PROVISIONS**

### **I. PURPOSE AND SCOPE OF AGREEMENT:**

The purpose of this Agreement is to set out the terms and conditions between the Provider and Partner.

Achievement of the goals and objectives of the Head Start Program requires commitment from all levels and persons involved in the program. Policies, regulations and guidelines contribute to the effective and efficient process necessary for goal attainment. Both parties encourage and expect philosophical commitment to the Head Start goals, as well as compliance with the approved grant application, the Preschool Contracted Services Agreement, all policies, regulations, and guidelines of HHS/ACF.

The services to be provided under this Agreement are designed to provide the following services at the same site setting and subject to the availability of funding:

- A. Financial support for a minimum of 1020 teacher/student contact time;
- B. Transportation services to eligible rural children;
- C. Professional development for Preschool Teachers and Assistant Teachers;
- D. Provide Monitoring Reports of ongoing monitoring of Head Start Program Performance Standards and
- E. Transition planning and implementation for children and families into the K-12 CCSD system.

### **II. PARTNER SERVICE RESPONSIBILITIES:**

Partner shall provide the specified Covered Primary Services at the designated Location of Services for the specified Term of Agreement in accordance with Head Start Performance Standards. The maximum number of children to be served is 8.

In addition to the specific provisions of this Agreement, Partner shall comply with all applicable state, federal, and local laws, rules, and regulations.

### III. FUNDING:

Provider is responsible for no more than the specified Maximum Funding Level in Head Start Program funds to implement this Preschool Contracted Services Agreement. It is expressly understood and agreed that in no event will the total amount paid under this Agreement exceed the Maximum Funding Level for full and complete performance unless additional funding is specifically authorized in writing by the Provider.

### IV. PROVIDER AND PARTNER METHODS FOR FISCAL MANAGEMENT:

Provider and Partner shall maintain such records and accounts, including property, personnel, and financial, as are deemed necessary by the Iowa Department of Education to assure proper accounting for all funds provided for this program. These records will be made available for audit purposes and will be retained for four(4) years after the expiration date of this contract and any renewals of it, unless permission to destroy them is granted by both the Partner and the Iowa Department of Education.

### V. PARTNER PERSONNEL MANAGEMENT:

Partner shall assure, certify, document and maintain that they are in compliance with the Head Start Performance Standard 1302.90 Personnel Policies:

There is a personnel management system covering staff that is consistent with the regulations set forth in Head Start Program Performance Standard (1302.90) and provides the Provider access to the Partner's personnel files, policies and procedures. This shall include, but not be limited to, a current organizational chart, performance appraisals and the sections that outline the Partner's policies on conducting interviews, verifying references, conduct a sex offender registry check and obtain one of the following: (i) State criminal history records, including fingerprint checks; or (ii) Federal Bureau of Investigation criminal history records, including fingerprint checks. The Partner has ninety (90) days after an employee is hired to complete the background check process by obtaining: (i) Whichever check listed above was not obtained prior to the date of hire; and, (ii) Child abuse and neglect state registry check, if available.

Partner will establish and maintain written personnel policies and procedures that are approved by the CCSD school board and are available to all district staff.

Before a person is hired, directly or through contract, including transportation staff and contractors, a program must conduct an interview, verify references, conduct a sex offender registry check and obtain one of the following: (i) State criminal history records, including fingerprint checks; or, (ii) Federal Bureau of Investigation criminal history records, including fingerprint checks. The district has 90 days after an employee is hired to complete the background check process by obtaining: (i) whichever check listed above of this section was not

obtained prior to the date of hire; and, the child abuse and neglect state registry check, if available.

Partner must review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check including any arrest, pending criminal charge, or conviction and must use Child Care and Development Fund (CCDF) disqualification factors described in 42 U.S.C. 9858f(c)(1)(D) and 42 U.S.C. 9858f(h)(1) to determine whether the prospective employee can be hired or the current employee must be terminated.

Partner must ensure a newly hired employee, consultant, or contractor does not have unsupervised access to children until the complete background check process is complete.

Partner must conduct the complete background check for each employee, consultant, or contractor at least once every five (5) years which must include each of the four checks listed in above, and review and make employment decisions based on the information as described above, unless the program can demonstrate to the Provider that it has a more stringent system in place that will ensure child safety.

Partner must consider current and former program parent for employment vacancies for which such parents apply and are qualified.

Partner must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that: (i) Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior; (ii) Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:

- (A) Use corporal punishment;
- (B) Use isolation to discipline a child;
- (C) Bind or tie a child to restrict movement or tape a child's mouth;
- (D) Use or withhold food as a punishment or reward;
- (E) Use toilet learning/training methods that punish, demean, or humiliate a child;
- (F) Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
- (G) Physically abuse a child;
- (H) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,
- (I) Use physical activity or outdoor time as a punishment or reward;

(iii) Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition; (iv) Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff



members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws; and, (v) Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

Partner will maintain personnel policies and procedures that include appropriate penalties for staff, consultants, and volunteers who violate the standards of conduct.

Partner must ensure staff and program consultants or contractors are familiar with the ethnic backgrounds and heritages of families in the program and are able to serve and effectively communicate, either directly or through interpretation and translation, with children who are dual language learners and to the extent feasible, with families with limited English proficiency. If a majority of children in a classroom speak the same language, at least one classroom staff member must speak such language.

Partner will ensure each staff member has an initial health examination; ensure that staff do not, because of communicable diseases, pose a significant risk to the health or safety of others in the classroom that cannot be eliminated or reduced by reasonable accommodations in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.

Partner will make mental health and wellness information available to staff regarding health issues that may affect their job performance and provide regularly scheduled opportunities to learn about mental health, wellness and health education.

#### VI. SUBMISSION OF REPORTS, RECORDS AND EVALUATIONS:

Both parties agree to prepare, retain and permit either party to inspect, as each party considers necessary, all records required for this program by the Iowa Department of Education and ACF/HHS regulations. Both parties agree to carry out monitoring and evaluation activities to include; at a minimum, periodic observations of the daily program, conferring with staff and parents, validation of self-assessment procedures and on-site visits to conduct specific activities. Both parties shall insure the cooperation of employees, policy groups and board members in those efforts.

Both parties agree to submit such reports as may be required by Iowa Department of Education, HHS/ACF directives, including (but not exclusive of) computer reports, Self-Assessment Instruments, improvement plans and financial reports. Representatives by either parties shall have the right to inspect all such records and reports as related to the Head Start and West Monona preschool program.

#### VII. PROVIDER GENERAL RESPONSIBILITY FOR SERVICE:

The Provider shall monitor, evaluate, and make assistance available to the Partner in conducting all activities under this Agreement.

VIII. PROVIDER SPECIFIC RESPONSIBILITIES FOR SERVICE:

Provider shall provide the following services:

- A. Assist in assuring education program improvement through monthly monitoring site visits.
- B. Systematically provide monthly monitoring reports to the Partner to ensure compliance with the Head Start Program Performance Standards.
- C. Provide and maintain one (1) Family Advocate to support Partner Head Start preschool children and families with support services that are required by the Head Start Program Performance Standards.
- D. Provide the required Head Start Program parent conferences and home visits required by the Head Start Program Performance Standards.
- E. Quarterly meetings to provide guidance on Head Start Program Performance Standards.

IX. DISCRIMINATION CLAUSE:

Partner and Provider will not discriminate against any person employed in the performance of this Agreement, or against any applicant for employment because of race, sex, age, creed, religion, color, national origin, sexual orientation, political affiliation, veteran's status, or handicapping condition. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, selection for training, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and all other privileges, terms and conditions of employment.

No person shall, on the grounds of race, religion, sex, creed, color, national origin, sexual orientation, political affiliation, veteran's status, or handicapping condition be excluded from participation in, be denied the benefits of, or be subject to discrimination in the performance of this Agreement.

X. POLITICAL ACTIVITY PROHIBITED:

None of the funds, materials, property, services contributed by the Provider or the Partner under this Agreement shall be used for any partisan political activity, (1) to further the election or defeat of any candidate for public office, or to pay directly or indirectly, the salary or expenses of either party to this contract or their agent, to engage in any activity designed to influence legislation or appropriations pending before Congress, (2) to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or (3) to assist any voter registration activity. Nothing in the above statement is intended in any way to inhibit or discourage any party from exercising its lawful rights to attempt to influence legislation pending before Congress as long as the costs are not charged to this Preschool Contracted Services Agreement or the Head Start Program.

XI. DRUG FREE ENVIRONMENT:

Provider and Partner shall not permit use of drugs, alcohol, or tobacco by its employees or contractors at any Location used for Primary or Secondary Services, in any motor vehicles owned or provided by either party or otherwise used in conjunction with providing Primary or Secondary Services, or in any manner in the presence or in the view of the children and families being served under this Agreement.

**XII. COMPLIANCE WITH APPROVED PROGRAM:**

Provider agrees to perform all activities authorized by this Agreement in accordance with the approved work program, the approved program funding, and the grant conditions inclusive of Head Start Program Performance Standards, Program Instructions, CFR 45 (Administration of Grants), Audit Guide, Head Start guidelines and all other HHS/ACF directives.

**XIII. SCHEDULE OF PAYMENT:**

Provider agrees to pay the Partner as stated in the Method of Payment terms section of the Agreement. In no event shall the Partner payments to the Provider exceed the Maximum Funding for Services under this Agreement.

**XIV. CHANGES IN SERVICE:**

Either party may request changes in the scope of the services to be performed under this Agreement. Mutually agreed upon changes, including any increase or decrease in the amount of the Provider's compensation or modification of the program funding, must be reduced to written form before they shall be enforceable by either party.

**XV. COVENANT AGAINST CONTINGENT FEES:**

Provider and Partner warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warrant, either party shall have the right to annul this contract or otherwise recover the full amount of any such commission, percentage, brokerage or contingent fee, or to seek such other legal remedies as may be available.

**XVI. HOLD HARMLESS, IDEMNIFICATION AND TERMINATION OF AGREEMENT:**

Provider shall defend, indemnify, and hold harmless the Partner from and against any and all losses, claims, liabilities, damages, and expenses, including reasonable attorneys' fees and costs, arising out of any negligence, willful misconduct, violation of law, and/or breach of this Agreement by the Provider, its employees, or agents. The Partner shall defend, indemnify, and hold harmless the Provider from and against any and all losses, claims, liabilities, damages, and expenses, including reasonable attorneys' fees and costs, arising out of any

negligence, willful misconduct, violation of law, and/or breach of this Agreement by the Provider, its employees, or agents. The provisions of this paragraph shall survive termination of this Agreement. Term and Termination.

The term of this Agreement shall commence on August 1, 2023 and end on July 31, 2024. The parties may renew this Agreement for an additional term as mutually determined by the parties.

Either party may terminate this Agreement upon written notice to the other party if the other party fails to comply with any of the provisions of this Agreement, provided written notice of the breach shall be given to the breaching party and the breaching party shall have at least ten (10) days to cure the breach. Either party may terminate this Agreement immediately upon written notice to the other party if the other party becomes the subject of a proceeding under state or federal law for relief of debtors, or if an assignment is made for the benefit of creditors. In addition, either party may terminate this Agreement, with or without cause, and without penalty, upon at least thirty (30) days' written notice to the Provider. Upon the expiration or termination of this Agreement, the Provider will pay the Partner for all earned amounts up to the effective date of expiration or termination.

Except in the case of the Provider's loss of funding from HHS, financial assistance under this contract shall not be terminated or reduced, or an application for refunding denied or financial assistance suspended for longer than thirty (30) days unless the Provider has been afforded reasonable notice.

**XVII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

- A. Partner and Provider each certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Partner or Provider is unable now, or at any time during the term of this Agreement to certify to any of the statements in this certification, either party shall immediately provide an explanation in writing to the other party and this contract shall be subject to immediate termination by either party in the event participation is disallowed as a result of that debarment or suspension.

**XVIII. INSURANCE REQUIREMENTS:**

General Liability:	\$1,000,000.00 each occurrence
	\$2,000,000.00 aggregate
	\$5,000.00 medical expense per person
	\$1,000,000.00 personal & adv injury
	\$2,000,000.00 products/completed op.

Excess Liability Umbrella:	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Professional Liability:	\$2,000,000.00 each occurrence \$2,000,000.00 aggregate
Sexual Abuse Coverage:	\$50,000.00 each person \$250,000.00 maximum
Worker's Compensation:	\$500,000.00 each accident \$500,000.00 each employee \$500,000.00 total policy