



All Kids Academy Head Start, Inc.

620 West Madison Avenue

El Cajon, CA 92020

Phone: (619) 270-7009 / Fax: (619) 444-5668

Head Start Services Agreement

The Head Start Services Agreement (“Agreement”) is entered into effect this 1st day of July, 2019 by and between All Kids Academy Head Start, Inc. (“AKA HEAD START”), a California non-profit corporation with administration offices located at 620 W. Madison Avenue, El Cajon, CA 92020, and the LEMON GROVE SCHOOL DISTRICT, a California school district with primary offices located at 8025 Lincoln Street, Lemon Grove, CA 91945. AKA HEAD START and LEMON GROVE SCHOOL DISTRICT are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, AKA HEAD START is contracted through the Federal Department of Health & Human Services to provide Head Start services including comprehensive health, social, and early childhood development services in communities located throughout east San Diego County;

WHEREAS, LEMON GROVE SCHOOL DISTRICT is a school district registered with the State of California to provide educational instruction to children 3 to 5 years of age and their families at the Vista La Mesa Academy (“Vista La Mesa”), located at 3900 Violet Street, La Mesa, CA 91941; 7059 San Miguel Ave., Lemon Grove, CA 91945; and 8350 Mt. Vernon Street, Lemon Grove, CA 91945.

WHEREAS, the Parties share a common vision for the education and well-being of families and desire to establish a collaborative working relationship, with LEMON GROVE SCHOOL DISTRICT performing as a subcontracted education vendor, and AKA HEAD START providing health and social services to Head Start eligible children and their families, while maximizing identified funding sources to provide additional services at the Vista La Mesa Room 28 class, the San Miguel Room 3 class, and the Mt. Vernon 4 class.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, including the foregoing Recitals which shall be incorporated herein by this reference, the Parties agree as follows:

1.0 Term. This Agreement shall be effective July 1, 2019 (“Effective Date”) and automatically expire on June 30, 2020, unless terminated earlier in accordance with the terms and provisions set forth herein (“Term”). Provided LEMON GROVE SCHOOL DISTRICT fully performs as required herein, it is the intent of the Parties to consider renewal of this Agreement beyond the initial Term.

2.0 Scope of Work. LEMON GROVE SCHOOL DISTRICT agrees to operate an extended-day, 180-day school year early childhood and education program at Vista La Mesa Academy, San Miguel Elementary, and Mt. Vernon Elementary, for children whose families meet the Federal Income guidelines and other eligibility requirements of the Head Start Act as amended, 42 USC 9801 et. seq. (the “Head Start Act”), and applicable provisions of the Federal Head Start Performance Standards contained in 45 CFR 1301 through 1304 and 2 CFR 215 as amended; in addition to applicable provisions of the California Child Care Licensing

regulations (hereinafter collectively referred to as "Regulations"), as such regulations may be amended from time to time.

2.1 Program Services. LEMON GROVE SCHOOL DISTRICT, using its staff and employees, shall:

- A. LEMON GROVE SCHOOL DISTRICT will provide an additional three and one-half (3.5) hours of instruction to Head Start eligible children that concurrently participate in the LEMON GROVE SCHOOL DISTRICT State Preschool Program. This model will increase the child development services to a minimum of six and a half (6.5) hours each day.
- B. Provide center-based early childhood education services of twenty-four children per classroom at: Vista La Mesa Academy, Room 28, 3900 Violet Street, La Mesa, 91941; San Miguel Elementary, Room 3, 7059 San Miguel Ave., Lemon Grove 91945; and Mount Vernon Elementary, Room 4, 8350 Mt. Vernon Street, Lemon Grove 91945, for a total of seventy-two children between the ages of 3-5 for no less than 180 school days per year.
- C. Include a parental confidentiality statement indicating written permission to share its information pertaining to program enrollment eligibility and program services information with AKA HEAD START.
- D. Conduct ongoing child assessments: Desired Results Developmental Profile, on participating children three (3) times per year, and enter data into DRDP Tech two times per year (Fall and Spring). Data is to be shared electronically to the designated AKA Head Start Program Education Specialist by the predetermined schedule.
- E. Allow AKA HEAD START to perform, at its expense, two (2), on-site CLASS™ (Classroom Assessment Scoring System) assessments: one (1) pre- and one (1) post-assessment. Both assessments are intended to measure the quality of teacher-child interactions in the domains of Emotional Support, Classroom Organization, and Instructional Support. Data outcomes will be shared with LGSD designee.
- F. Provide program services only in facilities that have a current license from the State of California, Department of Social Services, Community Care Licensing Division ("CDSS/CCL"). A copy of the license must be provided to AKA HEAD START and such license must be maintained by LGSD for the full term of this agreement.
- G. Notify AKA HEAD START in writing of any changes in license status within 48 hours of such occurrence including reportable license incidents/accidents filed with the CDSS/CCL.
- H. Provide meals (lunch and breakfast), including a daily snack.
- I. Failure to Perform. LGSD, upon fourteen (14) days written notice to AKA HEAD START, may terminate this Agreement should AKA HEAD START fail to perform properly any of its obligations hereunder and fail to promptly remedy such breach.

2.2 Additional Performance Services. LEMON GROVE SCHOOL DISTRICT shall complete each of the following:

- A. Recruit, select, and employ the number of qualified staff to maintain at least one (1) paid teacher and two (2) assistants to ensure a ratio of 1 adult to 8 children.

- B. Ensure that each member of its teaching staff has an initial health screening, and screening for tuberculosis so as to assure they do not, because of communicable disease, pose a significant risk to the health and safety of others.
- C. Throughout the term of this agreement, LEMON GROVE SCHOOL DISTRICT shall ensure that it (i) maintains at least thirty-five (35) square feet of space per child; (ii) meets State DOE Title V State Preschool staffing requirements with a paid staff ratio of one (1) adult for every eight (8) children; (iii) meets Head Start classroom teacher credentialing requirements prescribed in this agreement in Section 648A of the Improving Head Start for School Readiness Act; and (iv) follows the Early Childhood Environment Rating Scale; and (v) ensures that its classrooms serve at least 50% of four (4) or five (5) year-old children throughout the term of this agreement.
- D. Utilize an approach to ensure Child Development and Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates amongst children, and the curriculum aligns to Head Start's school readiness goals. This approach should also be inclusive of children with disabilities.
- E. Use its best efforts to promote participation in the Head Start governance process to parents, e.g., notification of center committee meetings.
- F. Allow AKA HEAD START staff the use of work space, including access or space for locked/secure files at mutually agreed upon times/schedules.
- G. Allow enrollment for at least ten percent (10%) of the children enrolled at the site as special needs as defined in 45 CFR Part 1302. LEMON GROVE SCHOOL DISTRICT shall adhere to all Head Start Program Performance Standards on services for children with disabilities (45-CFR-1308).
- H. Provide time for two (2) parent-teacher conferences annually for each child with the goal of enhancing the parent's role as the primary educator of their children.
- I. Conduct annually Pedestrian Safety Training to parents and children within the first thirty (30) days of the program year.
- J. Utilize blankets provided by AKA Head Start as part of Health and Safety best practices.

3.0 Program Services. AKA HEAD START, using its staff and employees, shall:

- A. For services performed by LEMON GROVE SCHOOL DISTRICT pursuant to **Sections 2.1- 2.2** above, AKA HEAD START agrees to reimburse LEMON GROVE SCHOOL DISTRICT in an amount not to exceed \$278,640.000 annually (\$3,870 cost per child). Such reimbursement shall include, but is not limited to, (i) personnel; (ii) supplies and materials including curriculum.
- B. Follow the LEMON GROVE SCHOOL DISTRICT calendar for the operation of the extended-day Head Start/State Collaboration program at the Vista La Mesa, Room 28 site, the San Miguel Elementary Room 3 site, and the Mt. Vernon Elementary Room 4 site.
- C. Provide a credentialed Family Services Advocate (FSA) staff to provide services to identified families and their children, in collaboration with LEMON GROVE SCHOOL DISTRICT. The FSA will perform a background clearance through LGSD's process at the expense of LGSD. AKA will provide a qualified staff person to assist with maintaining Community Care Licensing

classroom ratios by relieving the LEMON GROVE SCHOOL DISTRICT Teacher daily for ninety minutes which includes a sixty minute lunch break and an additional thirty minutes during high transition time and nap times.

- D. As outlined in the Head Start Performance Standards 1302 subpart 1302.30-1302.72, FSA staff services to families includes: (i) providing case management; (ii) developing a Family Partnership Agreement with parents; (iii) planning, coordinating, and participation in the recruitment of eligible children; (iv) distributing information and literature to parents regarding program services; (v) establishing and maintaining supportive relationships with families including interviewing parents/guardians to identify family strengths and needs and referring families to the appropriate outside agencies; assistance with making transportation arrangements; (vi) assisting and participating in the conduct of medical and dental examination appointments; (vii) working closely with center staff to identify children's needs and to ensure delivery of appropriate services; (viii) acting as liaison with local community organizations; and (ix) serving as an advocate for the program's children and their families.
- E. Additional FSA services include providing health, social, and supportive services to Head Start children and families enrolled, as outlined in the Head Start Performance Standards 1302 subpart B - 1302.40: Health Program Services 1302.30: Education and Child Development Program Services, 1302.47: Safety Practices, 1302.44: Child Nutrition, 1302.45: Child Mental Health and Social and Emotional Well-Being.
- F. Within the mandated time-frame as outlined in the Head Start Performance Standards 1302, review health, dental, and vision screenings of all children that will identify any developmental concerns. AKA HEAD START agrees to notify the child's parent/guardian when a known or suspected health or developmental concern arises. Both Parties will work collaboratively to arrange for further testing by a licensed professional for follow-up.
- G. Provide LEMON GROVE SCHOOL DISTRICT with forms to include in the enrollment packets that include parental confidentiality statements indicating AKA HEAD START's written permission to share its information pertaining to program enrollment eligibility with the LEMON GROVE SCHOOL DISTRICT.
- H. Provide enrollment training to LEMON GROVE SCHOOL DISTRICT on Head Start Performance standards, i.e., program eligibility and attendance.
- I. Treat all such information provided as confidential, as required by Head Start, LEMON GROVE SCHOOL DISTRICT, and state laws.
- J. Attend periodic meetings and trainings focusing on serving children facilitated by LEMON GROVE SCHOOL DISTRICT.
- K. Conduct fiscal and programmatic reviews during its on-going monitoring process as required by the Administration for Children and Families, Office of Head Start.
- L. Collect parent documentation of non-Federal share on a monthly schedule.

4.0 Joint Responsibilities. Both Parties agree to:

- A. Work collaboratively to comply with their respective confidentiality guidelines on the release of student/family information collected as a result of their participation in the Program. Further, upon

signed parent release of information, both LEMON GROVE SCHOOL DISTRICT and AKA HEAD START will have access to family information.

- B. Work collaboratively to ensure that one hundred percent (100%) of enrolled children have attended at least one day of school within the month of the start-date as established by LEMON GROVE SCHOOL DISTRICT and reported to the Office of Head Start on August 31, 2019, and is maintained for the duration of the Agreement by ensuring that all vacancies are filled within thirty (30) calendar days.
- C. Work collaboratively to determine eligibility criteria data to determine which families will be selected for enrollment and recruit and enroll children. A 10% (seven slots) over-income allowance is permitted, however additional over-income requests made in writing will be considered.
- D. Work collaboratively to develop enrollment processes and information collection to achieve full enrollment on the first day of school, August 22, 2019.
- E. Work collaboratively in following the Head Start Performance Standard 45CFR-1302.16 for monitoring the Average Daily Attendance (ADA). When the monthly ADA rate falls below 85% of the enrollment, an analysis of the causes of absenteeism and appropriate action prescribed will be submitted to AKA HEAD START.
- F. The Parties agree to jointly meet on a monthly basis to evaluate the continuing developmental progress during the school year, including a Transition Plan and review of School Readiness outcomes for continuous quality improvement as needed.
- G. The Parties agree to jointly facilitate data collection activities related to the evaluation of the services provided (e.g., electronic enrollment records, survey distribution and collection, assessment administration, and collection of electronic data results.)
- H. The Parties agree to coordinate the provision of health and social services to participating children and families to avoid duplication of services.
- I. The Parties agree to co-monitor the Program for licensing and compliance to determine Head Start Performance Standards have been met. Such monitoring shall be accomplished through periodic site visits. Monitoring visits may occur during instructional time with the least degree of interruption to classroom activities. Monitoring reports will be shared with the LEMON GROVE SCHOOL DISTRICT Project Manager.
- J. Mutual Indemnification. The Parties each agree to mutually indemnify, defend at its own expense including attorneys' fees, and hold each other harmless from and against all claims, costs, penalties, causes of action, demands, losses, and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use), or any violation of law, arising out of or related to any negligent act, error or omission, or willful misconduct of that Party, its officers or employees, or any other agent acting pursuant to its control and performing under this Agreement. The terms of this section shall survive termination of this Agreement.

5.0 Payment Basis. Subject to the Payment Limit specified in **Section 3.0, A.** above, payments to LEMON GROVE SCHOOL DISTRICT for all services provided by LEMON GROVE SCHOOL DISTRICT under this Agreement shall be only for costs that are allowable (see **Section 5.1** below) and that are incurred in the performance of LEMON GROVE DISTRICT's obligations under this Agreement.

5.1 Allowable Costs. LEMON GROVE SCHOOL DISTRICT'S allowable costs are only those which are determined to be in accordance with:

- A. The Department of Health and Human Services' Administration of Grants Federal Regulations, 45 CFR Part 92, including any amendments thereto, and Federal Management Title 2, Subtitle A, Chapter II, Part 225, including any amendments to the circular published in the Federal Register by OMB, are to be used in the determination of allowable costs of activities conducted by state and local governmental agencies, including LEMON GROVE SCHOOL DISTRICT.
- B. Pursuant to Section 653 of the Head Start Act, LEMON GROVE SCHOOL DISTRICT shall ensure no Head Start funds are used to pay any part of the compensation of an individual, if such compensation, including non-Federal funds, exceeds an amount equal to the rate payable for level II of the Executive Schedule under section 5313 of Title 5, United States Code, currently at \$192,300 (effective January 2019).

5.2 Payment Demands. LEMON GROVE SCHOOL DISTRICT shall submit quarterly written demands for payment. Said demands shall be made on a Claim for Reimbursement of Services form, furnished and prescribed by AKA HEAD START. LEMON GROVE SCHOOL DISTRICT shall submit said requests for payment on a quarterly basis no later than 20 days from the end of the quarter in which the Agreement services upon which such request is based were actually rendered. AKA HEAD START shall deliver payment no later than one week after receipt of the invoice to:

Lemon Grove School District, Business Services
8025 Lincoln Street
Lemon Grove, CA 91945

5.3 Right to Withhold. AKA HEAD START has the right to withhold payment to LEMON GROVE SCHOOL DISTRICT when, in the opinion of AKA HEAD START expressed in writing to LEMON GROVE SCHOOL DISTRICT as a notice to cure a failure in performance within fourteen (14) calendar days from the date of the notice, the LEMON GROVE SCHOOL DISTRICT has failed to sufficiently or timely complete the Claim for Reimbursement of Services. A copy of the claim form is attached as an exhibit.

5.4 Separate Accounting. LEMON GROVE SCHOOL DISTRICT shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of LEMON GROVE SCHOOL DISTRICT. All Head Start funds must be deposited in an FDIC-insured bank account. AKA HEAD START shall have a lien upon all funds in said account which shall be paramount to all other liens, including but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

6.0 Liability Insurance. LEMON GROVE SCHOOL DISTRICT and AKA HEAD START shall each provide comprehensive liability insurance with minimum combined single limit coverage of \$2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. The Parties will carry and provide copies of said insurance coverage to the other Party.

6.1 Workers' Compensation Insurance. LEMON GROVE SCHOOL DISTRICT and AKA HEAD START shall provide workers' compensation insurance coverage for their respective employees. The Parties will carry and provided copies of said insurance coverage to the other Party.

7.0 Project Managers. The Parties' respective designated representatives shall be the day-to-day contact persons during the performance of services provided under this Agreement. LEMON GROVE SCHOOL
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DISTRICT's Project Manager shall be **Melvetta Owens**, Early Childhood Education Coordinator, 3900 Violet St., La Mesa, CA 91941. AKA HEAD START's Project Manager shall be **Doreen Mulz, Assistant Executive Director**, 620 W. Madison Ave., El Cajon, CA 92020.

8.0 Termination. This Agreement shall automatically expire on June 30, 2020, unless terminated earlier as provided below.

8.1 Written Notice. AKA HEAD START also retains the right to terminate this Agreement upon seven (7) calendar days written notice if LEMON GROVE SCHOOL DISTRICT breaches this Agreement by: (i) failing to safeguard the health and safety of children, parents, or staff; (ii) failing to safeguard Federal assets; (iii) knowingly violating laws or regulations of the Head Start program; or (iv) in any other way jeopardizing the welfare of the Head Start program; and fails to promptly remedy such breach following such written notice.

8.2 Failure to Perform. AKA HEAD START, upon written notice to LEMON GROVE SCHOOL DISTRICT, may terminate this Agreement upon thirty (30) calendar days notice should the LEMON GROVE SCHOOL DISTRICT fail to perform properly any of its obligations hereunder and fail to promptly remedy such breach following such written notice.

8.3 Cessation of Funding. Notwithstanding the above, in the event that Federal, State, or other non-AKA HEAD START funding ceases, both Parties agree to provide immediate notification to the other Party of the date of such funding loss and collaboratively work toward a mutually agreeable termination of this Agreement.

8.4 Rights and Obligations of the Parties Upon Termination. On the effective date of termination of this Agreement, LEMON GROVE SCHOOL DISTRICT shall surrender possession of the Vista La Mesa, Room 28 property belonging to AKA HEAD START that is in LEMON GROVE SCHOOL DISTRICT's possession or control. AKA HEAD START agrees to vacate LEMON GROVE premises within ten (10) days after the termination of this Agreement. In addition, if LEMON GROVE SCHOOL DISTRICT ceases to operate the program under this Agreement, LEMON GROVE SCHOOL DISTRICT agrees to return to AKA HEAD START, within thirty (30) days after the termination of this Agreement, all equipment and supplies purchased with Federal Head Start funds and all records pertaining to this program, including but not limited to the following documents: enrollment/registration forms, health histories, family needs assessments, Individual Education Plans (IEP's), developmental histories, and child observations and assessments.

9.0 General Provisions. Independent Contractor Status; No Agency Relationship. AKA HEAD START and LEMON GROVE SCHOOL DISTRICT are and shall remain independent entities. Neither LEMON GROVE SCHOOL DISTRICT nor its agents or employees shall act as officers, agents, or employees of AKA HEAD START. LEMON GROVE SCHOOL DISTRICT has no authority to assume or create any commitment or obligation on behalf of AKA HEAD START, or to bind AKA HEAD START in any manner. The Parties intend that AKA HEAD START, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Accordingly, LEMON GROVE SCHOOL DISTRICT shall be solely responsible for: (i) all of its hiring/firing decisions; (ii) supervising its workers and working conditions; (iii) all taxes and applicable withholdings; (iv) wages and hours; and (v) other similar statutory obligations with respect to amounts paid by AKA HEAD START to LEMON GROVE SCHOOL DISTRICT. Nothing contained herein shall be construed to prohibit LEMON GROVE SCHOOL DISTRICT from contracting with any other person, firm or entity to perform services similar to or the same as those referenced in this Agreement. Further, nothing contained herein shall be construed to prohibit or restrict LEMON GROVE SCHOOL DISTRICT from obtaining services from other parties that may be required in the operation of its own business.

9.1 Force Majeure. The obligation of any Party to perform any acts herein shall be suspended during the period such performance is prevented by: (i) acts of God; (ii) war, riot, or invasion; (iii) fire; (iv) accident; (v) strike or walkout; (vi) government interference, regulation, appropriation, or rationing; or (vii) inability to secure goods because of the foregoing conditions. The obligation to perform shall resume immediately upon cessation of the force majeure condition(s).

9.2 Confidential Information. Except as otherwise required by California law, including but not limited to the Public Records Act, all information furnished or disclosed to LEMON GROVE SCHOOL DISTRICT by AKA HEAD START in connection with this Agreement which is identified as confidential and is received in confidence, shall remain the property of AKA HEAD START and shall not be disclosed to any third-party without AKA HEAD START's prior written consent. LEMON GROVE SCHOOL DISTRICT shall not use any such information for any purpose other than to perform this Agreement.

9.3 Applicable Law. This Agreement is made and entered into in the State of California and its interpretation and enforcement and the construction of its terms shall be governed by California law.

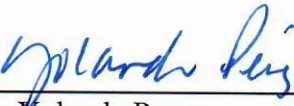
9.4 Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California. An award of arbitration may be confirmed in a court of competent jurisdiction.

9.5 Entire Agreement. This Agreement represents the sole and entire agreement between AKA HEAD START and LEMON GROVE SCHOOL DISTRICT, and supersedes all prior negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties hereto, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their names and on their behalf by the duly authorized representatives, effective the date first above written.

AKA HEAD START

LEMON GROVE SCHOOL DISTRICT

By 
Name: Yolanda Perez
Title: Executive Director

By _____
Name: Erica Balakian
Title: Executive Director
General Services

Dated 07/30/19

Dated _____