

GATEWAY COMMUNITY SERVICES ORGANIZATION, INC
CONTRACTUAL AGREEMENT

This AGREEMENT made and entered into on **September 1, 2022**, by and between Gateway Community Services Organization, Inc., a non-profit corporation, whose mailing address is PO Box 367, West Liberty, KY, 41472 and the Rowan County Board of Education, a school district, whose address is 551 Viking Drive, Morehead, KY, 40351.

WITNESSETH THAT:

WHEREAS, Gateway Community Service Organization, Inc. received grants under title II-A of the "Economic Opportunity Act of 1964" from the Department of Health and Human Services, Administration for Children and Families, (hereinafter referred to as ACF) said grantee designated as Head Start Grant Number 04CH011236 and whereas the effective date of this agreement September 01, 2022 of services and

WHEREAS, this agreement will be subcontracted under the ACF as described above; and

WHEREAS, the purpose of this Agreement is for Gateway to contract with the board of education for space and transportation with additional agreed upon terms outlined in section 4. Special Conditions.

1. PERIOD:

This agreement shall commence on September 01, 2022 and shall complete performance to the satisfaction of both parties as outlined in this agreement on August 31, 2023.

2. FISCAL TERMS:

It is expressly understood and mutually agreed that the approved financial and personnel policies of the agency of Gateway Community Services Organization will be adhered to when fulfilling this agreement.

3. ALLOCATION OF FUNDS:

Subject to the receipt of funds from ACF, Gateway Community Service Organization, Inc. shall make payment under this agreement in accordance with the following methods; Upon receiving an invoice for request of payment for services rendered as outlined in the terms of this agreement, payment will be made quarterly in the amount of \$32,412.50 following the quarters ending September, December, March, and June. (Breakdown of payment is outlined under Section 4- Special Conditions.

4. SPECIAL CONDITIONS:

The specific conditions of this Agreement are outlined below.

- a. Space for four classrooms with a minimum of 600 square feet each at \$200.00 per month per classroom
- b. Space for an office with a minimum of 600 square feet at \$200 per month
- c. Request for maintenance for classrooms, office, or outdoor space that is reasonable and supported by federal or state regulations will be completed within a timely manner- within 24 hours of the request if the concern poses a significant threat to the health and/or safety of Head Start students or staff.

- d. Three classrooms and common areas will be cleaned by district janitorial staff. Gateway will provide \$18,750.00 to offset custodial costs.
- e. Head Start students may be seen by the Gateway district school nurse in the event of an injury or an emergency
- f. Gateway will serve 90 students; 33 of which will be four years old. At the conclusion of the school year, the age eligible students will transition to Kindergarten (approximately 33); 33 four year olds will remain in Head Start; and the remaining students (approximately 24) will transition to the district state funded preschool program
- g. Head Start staff assigned to the facility are the employees of Gateway and will adhere to the personnel policies and procedures of the agency - concerns that may arise will be brought to the attention of the Head Start director or designee
- h. Gateway staff will adhere to the districts policies related to safety and will work cooperatively with the district staff to implement services and regulations related to the Head Start grant
- i. The board of education will provide buses, drivers, and monitors in the provision of transportation for 64 Head Start students. The additional 40 students will not be provided transportation services. The district will ensure a monitor is present on any bus transporting Head Start students. Gateway will provide age appropriate restraints and the district will ensure Head Start students are seated in restraints at all times during transportation. The district will ensure drivers/monitors have the following:
 - State criminal history records, including fingerprint checks
 - Federal Bureau of Investigation criminal history records, including fingerprint checks
 - Child abuse and neglect state registry check, if available
 - Sex Offender Registry CheckA program must conduct the complete background check for each employee, consultant, or contractor at least once every five years. Gateway will provide \$98,900.00 to offset transportation costs, costs associated with conducting required checks, and administrative fees associated with tracking/monitoring/oversight of the required checks.
- j. The district will provide breakfast and lunch for AM Head Start students, lunch for PM Head Start students, and breakfast, lunch, and snack for extended day students. The district will work with Gateway's nutrition staff and will make modifications as requested to meet federal regulations. Substitutions and/or modifications will be made for students and staff with food allergies or due to religious preference.
- k. Parking lot, cafeteria, playground, free/reduced costs services/resources will be donated as in-kind

IN WITNESS WHEREOF, Gateway Community Service Organization, Inc. and the Rowan County Board of Education has executed this Agreement as of September 01, 2022.

Rowan County Superintendent Signature & Date

Rowan County Board Chair Signature & Date

GCSO Executive Director Signature & Date