

# AGREEMENT FOR SPACE USE BETWEEN NORTHEAST IOWA COMMUNITY ACTION CORPORATION HEAD START PROGRAMS AND NEW HAMPTON COMMUNITY SCHOOL DISTRICT

WHEREAS, the NORTH EAST IOWA COMMUNITY ACTION CORPORATION HEAD START PROGRAMS has an interest in operating a Head Start classroom for clients in the NEW HAMPTON COMMUNITY SCHOOL DISTRICT and surrounding area as identified by the NORTHEAST IOWA COMMUNITY ACTION CORPORATION HEAD START PROGRAMS.

WHEREAS, the NEW HAMPTON ELEMENTARY SCHOOL is to be designated as the location of this Head Start Classroom.

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

# PURPOSE AND TIME FRAME

- 1. The purpose of the Agreement is to arrange for use of the property owned by the New Hampton Community School District to house a center based Head Start Program.
- 2. The Agreement period shall begin on July 1, 2044 and continue through June 30, 2025.

### DESCRIPTION OF SERVICE - NEW HAMPTON COMMUNITY SCHOOL DISTRICT

1. The New Hampton Community School District, New Hampton, Iowa will provide the following space in the Elementary School for the location, use and operation of the New Hampton Head Start Program on an in-kind basis:

Classroom: 676 sq. ft. x \$6.50 sq. ft. x 100% of time x 1 year = \$5,915.00 Classroom: 552 sq. ft. x \$6.50 sq. ft. x 100% of the time x 1 year = \$3, 588.00 Playground: 1,800 sq. ft. x \$5.50 sq. ft. x 20% of time x 1 year = \$1,980.00

2. Breakfast and noon hot lunches are to be secured from the New Hampton Community School District for the enrollees, teaching staff, parents and volunteers during the school year.

- 3. Transportation will be provided by the New Hampton Community School District for those Head Start Program enrollees meeting the district's transportation guidelines and rules, located on the existing school district transportation routes, at no cost to the Head Start Program.
- 4. The ability to use the laundry services in the New Hampton Community School District will be provided at no cost to the Head Start Program.
- 5. The New Hampton Community School District agrees to abide by the terms and intent of the Equal opportunity Act (Title VII of the Civil Rights Act of 1964, as amended) and the Iowa Civil Rights Law (Section 105, Code of Iowa) and further agrees not to discriminate against any worker or applicant or any member of the public because of race, creed, color, religion, age, sex or national origin nor otherwise commit an unfair employment practice.
- 6. New Hampton Community School District agrees to maintain the temperature level in the Head Start classroom area at 68 to 72 degrees.
- 7. The Head Start Program will pay the New Hampton Community School District \$300 per month of partial payment of utilities.
- 8. The New Hampton Community School District will supply usual and customary custodial service.

### **DESCRIPTION OF SERVICE - HEAD START PROGRAM**

- 1. The Northeast Iowa Community Action Corporation Head Start Programs agrees to be responsible for the cost of any program requested renovations to the Head Start classroom at the New Hampton Elementary School Building.
- 2. The Northeast Iowa Community Action Corporation Head Start Programs agrees not to remove any fixtures, addition or other improvements made for the benefit of the Northeast Iowa Community Action Corporation Head Start Programs, if or when the program is no longer in operation in this facility.
- The Head Start Programs will provide: Necessary classroom equipment Refrigerator Paper supplies for classroom operation Telephone: installation costs, monthly costs (billing sent directly to Head Start Programs Office)

#### **TERMINATION**

Cancellation of the Agreement may be effective by either party through written notice to the other party at least 90 days prior to the date of cancellation.

### **SPECIAL PROVISIONS - FUNDING**

Northeast Iowa Community Action Corporation funds its obligations under this contract by government sources (Federal Head Start grant and State of Iowa DHS Wrap Around funding). If for any reason funding for this program is not available to Northeast Iowa Community Action Corporation, then this contract with New Hampton Community School District may be terminated upon immediate notice to the district.

This agreement contains the entire agreement between the New Hampton Community School District and Northeast Iowa Community Action Corporation Head Start Programs. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedures.

### **AMENDMENTS**

Any changes to this Agreement must be in writing and mutually agreed upon by both the New Hampton Community School District and Northeast Iowa Community Action Corporation Head Start Programs.

### SAVING CLAUSE

Should any provision of this Agreement be deemed unenforceable by a court of law, all other provisions shall remain in effect.

The Northeast Iowa Community Action Corporation / Head Start Program provide the following insurance coverage:

- a. Full liability insurance during use of space with the New Hampton District listed as an additional insured.
- b. Medical insurance on children, staff, and all volunteers during Head Start activities.
- c. Contents insurance coverage on all Head Start equipment and supplies.
- d. Bonding insurance on all Head Start staff. All insurance coverage will be provided by Leschensky Insurance Agency of Waukon, Iowa.

# ADOPTED BY THE PARTIES AS SIGNED AND DATED BELOW:

Trisha Wilkins, Executive Director
Northeast Iowa Community Action Corporation Head Start Programs

School Board President New Hampton Community School District Date

Date

Contact person for NEICAC will be Sharon Burke, Early Childhood Program Director. Her number is 563-880-1757 or her email address is: <u>sburke@neicac.org</u>