
Memorandum of Understanding

Memorandum of Understanding
Between
School District of St. Joseph
and
**Community Action Partnership of
Greater St. Joseph**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the School District of St. Joseph (District) and Community Action Partnership of Greater St. Joseph (CAP) to provide Head Start services (the Program) to children on District property.

1. **Term and Renewal.** The term of this agreement shall commence as of July 1, 2022. Either party may terminate this Agreement at any time upon providing written notice to the other party giving sixty calendar days written notice. Unless terminated earlier by one of the parties, this Agreement will terminate June 30, 2025. Any extensions or amendments to this Agreement must be in writing and executed by both parties.
2. **Use of District Property.** The District agrees to permit CAP to operate Head Start programming in the modular unit located at 6408 Gordon Street, St. Joseph, MO on the SW corner of the district's property (the Property). CAP shall provide adult supervision at all times for all students during the times they are participating in the Program. CAP Head Start has exclusive use of the specified building for Head Start/CAP functions
3. **Rent.** Because the program provides a substantial benefit to the early childhood students living in the St. Joseph School District and their parents, the District will not charge CAP rent for its use of the Property.
4. **Eligible Students.** In consideration for the District's agreement not to charge CAP for its use of the Property, only students residing in the District shall be permitted to participate in the Program.
5. **District Maintenance.** The District will provide lawn care and snow removal unless the District does not open District buildings because of inclement weather. The monitored fire alarm system has been installed and will be maintained by the District. CAP will be notified and included in fire drills scheduled by Hosea Elementary School. The District will provide a copy of the annual inspection of the fire alarm system for the State Fire Inspector.
6. **Utilities and Janitorial Services.** CAP will be responsible for providing its own trash removal, maintaining its own phone system, providing its own custodial services, and paying its own electric bill. The District will pay the water and sewer bill.

7. **Independent Contractor.** Nothing herein shall create or be construed as creating an employment relationship, partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. CAP and any person employed by or conducting business with the District shall not be a partner, employee, agent or joint venturer of the District.
8. **CAP Personnel.** CAP will provide all staffing necessary for the Program.
9. **Operations.** CAP acknowledges and agrees that it is solely responsible at its own cost and expense for providing all services, operations, and management of the Program except as specifically stated herein.
10. **Maintenance and Repair.** CAP shall at all times during the term of this Agreement and at CAP's sole cost and expense, repair damage to the Property, including damage to fixtures and improvements thereon, caused by CAP or those students participating in the Program. The Parties agree that the District has no obligation and has made no promise to alter, remodel, improve, decorate or paint the Property. The District makes no representations to CAP regarding the condition of the Property. In the event this agreement is terminated, CAP has the option of removing any improvements it has made to the Property as long as damages associated with the removal are repaired. CAP agrees to do all necessary renovations to satisfy the Missouri Department of Elementary and Secondary Education Office of Childhood, Child Care Compliance, and its agents or employees.
11. **Alterations.** CAP agrees that it may not make any alterations to the Property without prior written consent from the District.
12. **Food and Drinks.** CAP may provide meals, snacks and drinks for students participating in the Program. CAP shall be responsible for the storage of any food and drinks it provides, and the District shall not be obligated to provide any space or facilities for CAP's food and beverages.
13. **Playground Equipment.** The playground equipment, resilient material, and fencing located by the modular were installed by CAP and will be maintained by CAP and remain the property of CAP.
14. **Parking.** The District will provide space for parking by CAPS staff and visitors. CAP will be responsible for replacing the gravel in that area.
15. **Licensure.** CAP agrees that it is solely responsible for obtaining any licenses or permits it may require for operation of the Program under all applicable federal, state, and local laws. CAP further acknowledges and agrees that a lapse or failure to maintain any applicable license or permit, or any other legally-required approvals, shall be a material breach of this Agreement.

16. **Nonprofit.** CAP agrees to furnish documentation to the District upon execution of this Agreement that substantiates CAP's status as a 501(c)(3) nonprofit organization. CAP agrees it will continue to operate as a recognized 501(c)(3) organization for the duration of this Agreement and that failure to do so shall be a material breach of the Agreement.
17. **Special Conditions.**
- (a) CAP shall not utilize an employee on District property who is a registered sex offender. This condition shall also apply to any subcontractors of CAP.
 - (b) CAP acknowledges that this Agreement is contingent upon CAP's consent to and provision of background checks of CAP and any of CAP's employees as required by the District at CAP's expense, and the results of these background checks must be satisfactory to the District. If the District receives a report that is considered unsatisfactory, as determined in the sole discretion of the Board or the Superintendent, this Agreement is immediately void and CAP's services will be terminated.
 - (c) In addition, the Board may require CAP to submit to additional criminal background checks throughout the term of this agreement. If the District receives a report that is considered unsatisfactory, as determined in the sole discretion of the Board, this agreement is immediately void and CAP's services will be terminated.
 - (d) CAP shall immediately notify the Board of any charges, pleas, convictions, sentences or any suspended imposition of sentence or deferred prosecution, regardless of where such action takes place, that occurs prior to or during the term of this contract.
 - (e) It shall be the responsibility of CAP to ensure all of its employees and subcontractors are in compliance with District background check requirements and access security requirements, if applicable.
18. **Indemnification.** In consideration for its use of the Property under the terms set forth in this Agreement, CAP agrees to indemnify and hold harmless the District, its Board of Education, including both current and past members of the Board, and the District's officers, agents, attorneys, employees, successors, and assigns from and against, without limitation, any and all costs (including the District's attorneys' fees and expenses), losses, liabilities, judgments, claims, causes of actions, litigation, proceedings, actions or investigations incurred or suffered by the District in any way, directly or indirectly, arising out of or related to CAP's use of the Property, including for any time the CAP used the Property prior to execution of this Agreement. CAP's indemnification of the District under this section shall survive the termination of this Agreement with respect to acts or omissions that occur before such termination.
19. **Insurance.** CAP acknowledges and agrees that it must maintain insurance at its sole cost and expense for any and all CAP property placed or housed in the Property and

that the District shall have no responsibility to CAP for the loss, theft, or destruction of any CAP property located in the Property, regardless of the cause of such loss, theft, or destruction.

(a) CAP agrees that it shall purchase and carry and maintain, at its sole expense, standard general liability, automobile liability, worker's compensation, and excess umbrella insurance with a responsible company or companies licensed to do business in Missouri that covers both CAP and its employees from liability for bodily injury and property damage arising out of CAP's use of the Property that is the subject of this Agreement. Such policies shall have limits no less than the maximum legal liability limits set forth in 537.610, RSMo.

(b) The policies of insurance referenced in the preceding sub-paragraph must contain a Missouri endorsement limiting coverage to the current statutory limits, but not so limit coverage for CAP or individuals. The policies shall include the District, its agents, servants, employees and board members as additional insureds, and shall provide for a minimum of thirty (30) days' notice to the District prior to any cancellation. CAP shall provide certificates of such insurance coverage to the District prior to the commencement of each school year that this Agreement is in effect.

19. **Assignment.** CAP may not assign its rights or obligations under this Agreement without prior written consent of the District.
20. **Entire Agreement.** This Agreement supersedes any prior agreements or memorandums of understanding between the Parties regarding the subject matter of this Agreement. The Parties agree that this document embodies the entire terms and conditions of the Agreement described herein, that all words, phrases, sentences, paragraphs, including the recitals hereto, are material to the execution hereof.
21. **Execution in Counterparts.** The Parties agree that this Agreement may be signed in identical counterparts and/or facsimile and that all executed copies, whether signed in counterparts, facsimile or otherwise, are duplicate originals, and are equally admissible in evidence.
22. **Contact Information and Notices.** Any notices to the district required under this Agreement shall, unless expressly specified otherwise, be delivered by electronic mail to:

Notices to the CAP required under this Agreement shall, unless expressly specified otherwise, be delivered by mail to either:

Ashley Phillips
Early Childhood Program Director
1322 N. 36th Street
St. Joseph, MO 64505

Whitney Lanning
Executive Director CAPSTJOE
1322 N. 36th Street
St. Joseph, MO 64505

23. **Compliance.** To the extent relevant, CAP shall adhere to all of the District's rules, regulations, policies, and procedures when engaged in the performance of this Agreement, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.
24. **Non-Waiver.** No failure of either party to exercise any power or right this MOU gives or to insist upon compliance with any obligation under this MOU, and no custom or practice of the Parties that varies from the terms of this MOU shall waive either party's right to demand full compliance with this MOU.
25. **Severability.** In the event any court holds one or more clauses of this MOU void or unenforceable, the Parties shall treat the clause or those clauses as separate and shall treat the remainder of this MOU as valid and in full force and effect.
26. **Governing Law, Jurisdiction and Venue.** This MOU shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this MOU, the venue for such actions shall be the Circuit Court of Buchanan County, Missouri.
27. **Sovereign Immunity.** Nothing in this MOU shall constitute any waiver of the District's sovereign immunity for lawsuits, pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.
28. **Authority of Signatories.** The individuals signing this MOU below certify they have obtained the appropriate authority to execute this MOU on behalf of the respective parties.

IN WITNESS WHEREOF, parties hereto execute this agreement by duly authorized representatives.

SCHOOL DISTRICT OF ST. JOSEPH:

Board President

Date

Attest:

Board Secretary

Date

COMMUNITY ACTION PARTNERSHIP OF GREATER ST. JOSEPH:

Whitney Lanning
Executive Director

Date