

Western Dairyland E.O.C., Inc.

Head Start Agreement with Independent Contractors

I. Parties, Purpose, and Term of the Agreement

- A. The parties to this agreement are Western Dairyland E.O.C., Inc., Head Start, P.O. Box 125, Independence, Wisconsin and (), an independent contractor.
- B. The purpose of this agreement is to provide identified Head Start services to children and families in need of minimum child care of twenty hours per week.
- C. The term of this agreement shall be from May 1, 2002 through April 30, 2003.
- D. Cancellation *of* this agreement may be by mutual consent or providing the other party forty-five days written notice, except that violation *of* any term outlined in this agreement under Section II, B., or Section III shall be grounds for immediate termination at the discretion of Western Dairyland Head Start. Failure to give proper notice of cancellation, unused advance payments may require return from independent contractors.

II. Scope of Services to be Provided:

- A. Western Dairyland Head Start agrees to:
 - 1. Provide payment to the provider for the maximum number of Head Start enrollees receiving services during the month at twenty dollars per week (four dollars per day) according to submitted attendance reports.
 - 2. Pay providers, on behalf of each enrolled Head Start child, up to twenty dollars per week or the actual amount of the parent co-payment, whichever is less, in conjunction with childcare subsidies.
 - 3. Pay providers full day fees to enable continuity of services, not to exceed twenty-one consecutive days per occurrence, in emergency and/or transition situations as determined by Head Start.
 - 4. Pay providers \$10.00 per hour stipend for childcare staff to participate in Individual Service Plan Staffings.
 - 5. Reimburse providers up to sixty dollars for each training opportunity as recommended by Head Start to enable key staff to participate in training. Mileage is not reimbursed.
 - 6. Provide recruitments and publicity for Head Start enrollment at this site and technical assistance to providers.
 - 7. Provide health follow-up, family services, parent involvement services, special needs, training and assistance to enrolled Head Start families.
 - 8. Provide training on Head Start goals and objectives.
 - 9. Provide staff training and in-service to meet individual and program needs based on self improvement plans to meet Head Start performance standards.
 - 10. Provide monitoring of Head Start program requirements as summarized in Section III, report on results and develop improvement plans.

- H. Insure that education staff assists in preparation of children's Individual Service Plans with Head Start and parent participation.
- I. Conduct two parent conferences scheduled as needed to inform parents of children's progress and discussion of mutual concerns.
- J. Participate in the planning of the educational minimum of two home visits per year.
- K. Refer attendance, health, and other concerns to Head Start.
- L. Show evidence of and maintain State licensure of the facility and program.
- M. Place a clause in all program materials that the program does not discriminate on the basis of race, sex, color, age, handicap, religion or national origin.
- N. Maintain and show evidence of liability insurance for bodily and personal injury providing coverage with limits not less than \$25,000 for each person and total limits of \$75,000 for each occurrence. Provide for the notification to Western Dairyland Head Start by the insurance carrier of cancellation or amendment to the policy and to authorize Western Dairyland Head Start to contact the insurance carrier directly and be named as an additional insured on the Independent Contractor's policy.

IV. Independent Contractor Status

It is agreed that nothing in this agreement creates or shall be construed as creating the relationship of partner, co-partners, joint ventures, employee or employer or association between Western Dairyland E.O.C., Inc., Head Start and the Child Care Provider named herein.

V. Amendment of the Agreement

Alterations, amendments or waivers of this Agreement shall only be valid when signed by both parties of the Agreement.

VI. Payment

Payment to the provider will be in accordance with the attached Payment Schedule.

For agreements of twenty-five thousand dollars (\$25,000) or more from Western Dairyland E.O.C., Inc. programs, the Independent Contractor shall submit an annual audit report to Western Dairyland E.O.C., Inc.

VII. Failure to Comply

Failure to comply with any terms of this agreement or conditions specified within may be grounds for immediate termination of the Agreement at the discretion of Western Dairyland Head Start.

This agreement may include a cooperative individualized plan agreed by both parties. To assure Head Start standards at partner sites, the plan will include timeline and task requirements as a partner with Head Start.

VIII. Authorized Signatures

Western Dairyland E.O.C., Inc. ()

James Schwartz Date
Executive Director

Chairperson or Director Date

Dan Stickler Date
Head Start Director

Other Date