

Aurora Public Schools  
Early Childhood Education  
Colorado Preschool Program  
Request for Proposal  
Memorandum of Understanding 2015-16

This Memorandum of Understanding serves as an addendum to the Program Partnership entered into between Aurora Public Schools, the Colorado Preschool Program, and the contracting preschool providing direct services to participants and their families. This document outlines specific agreements related to the provision of services unique to each program provider.

As required by the Colorado Preschool Program (CPP) application, Aurora Public Schools (APS) will submit Requests for Proposal (RFP's) annually to each of its participating child care/community site providers. The purpose of the RFP is to ensure that each child care/community site provider provides high quality preschool programming to APS students through CPP funding and the support of the Aurora Public Schools Department of Early Childhood Education. This agreement is made and entered into by and between Aurora Public Schools, hereinafter referred to as the "District" and \_\_\_\_\_ hereinafter referred to as the "contracting preschool provider."

Pursuant to the Colorado Preschool Program Act, C.R.S. Section 22-28-101 et seq., the District has completed the annual application process for Colorado Preschool Program slot allocations for the following fiscal school year. Your annually allocated slots and funding are contingent upon increases or reductions in the state budget. The funds received are to establish and maintain a preschool program which promotes the social/emotional, physical, cognitive language developmental needs of children ages 3-5 years. The contracting preschool provider has agreed to serve students in the preschool program as outlined in this agreement.

THEREFORE, the parties agree as follows:

- I. The District shall;
  - a. Determine the eligibility of all children selected for participation in the Preschool Program and will identify/determine the eligibility screening instruments it deems necessary.
  - b. Monitor and assess staff development needs, oversee training and provide appropriate staff development instructional support, in addition to those offered as part of the staff development program of the contracting preschool.
  - c. Fund the contracting preschool for the full contract period at a determined rate of the PPOR for Aurora Public Schools in monthly installments, beginning at the start of the academic school year.
  
- II. The contracting preschool shall;
  - a. Provide a developmentally appropriate preschool program addressing the developmental needs of the participating students. Such program must adhere to the rules and regulation as outlined by the Colorado Department of Education (CDE) for the administration of preschool programs funded under the Colorado Preschool Program (CPP) Act.
  
  - b. Maintain a program classroom size of no greater than 16 children for every two qualified adults.

- c. Staff each classroom with at least one teacher who is “lead teacher” qualified pursuant to the requirements of the Colorado Department of Human Services or who has earned a Child Development Associate credential. Each teacher must demonstrate competency in working with children and be supervised by a teacher and/or contracting preschool’s director who meets these criteria.
- d. Supervise and evaluate staff of the contracting preschool annually to ensure educationally appropriate room environment and quality of instruction.
- e. Incorporate parents of participating children into parent training activities of the contracting preschool.
- f. Submit to the District reports on program components and evaluate student progress as required by the Director, Early Childhood Education. Agree to have at least one staff member trained by the District on Results Matter outcome data collection utilizing the Developmental Assessment System from Creative Curriculum and on data entry into creativecurriculum.net and attend professional development training monthly.
- g. Provide child outcome data in order to meet the requirements of the Colorado Department of Education’s Results Matter initiative. The contracting preschool agrees to provide data for a minimum of three reporting periods on dates specified by CDE throughout the school year.
- h. Maintain and submit attendance records for all participating children during the October pupil count period in accordance with the School Finance Act of 1994, C.R.S. 22-54-101 et seq., and in accordance with the procedures established by the District.
- i. Adhere to state licensing requirements applicable to this contracting preschool and agrees that each person who will perform work under this Agreement will be subjected to a criminal background check, similar to that which the District is legally obligated to perform on any new employee.
- j. The contracting preschool agree that each person who performs work on its behalf under this Agreement shall immediately report any suspicion of child abuse or neglect to the building administrator or appropriate reporting agency/officials upon becoming aware of information which forms the basis of such suspicion. (Colorado Revised Statutes defining abuse and neglect are found at C.R.S. section 19-1-103.) The contracting preschool agrees to inform APS immediately if it has knowledge that would lead a reasonable person to conclude that one of its employees poses an unusual potential for physical, emotional or psychological harm to any APS student, employee or patron of APS.
- k. The contracting preschool should have and keep in force a liability insurance policy with terms and conditions reasonably requested by the District. No later than seven days after execution of this Agreement, the contracting preschool shall provide the District with certificates of insurance evidencing each of the types and amounts specified below:
  - a. Standard Workers’ Compensation coverage as required by Colorado law.
  - b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$500,000 on account of any one person, and \$1,000,000 for each occurrence of property damage and personal injury.
  - c. Automobile Liability insurance in those instances where the contracting preschool uses an automobile, regardless of ownership, for the performance of Services.

- d. The contracting preschool shall carry insurance, written on the comprehensive automobile form insuring all owned and non-owned automobiles with limits of not less than \$100,000 per individual and \$250,000 per occurrence of bodily injury and property damage.
  - e. Insurance coverage shall not be reduced below the limits described above or canceled without the District's written approval of such reduction or cancellation.
  - f. The contracting preschool shall require that any of its agents and subcontractors who enter upon the District's premises shall maintain like insurance. Certificates of such insurance shall be provided to the District upon request.
- l. With regard to all insurance, such insurance shall: (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the District have other valid insurance covering the loss, the District insurance shall be excess insurance only; and (iii) not be canceled without thirty (30) days prior written notice to the District
- m. The contracting preschool assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975, which collectively prohibit discrimination on the basis of race, color, national origin, disability, sex, or age.
- n. The contracting preschool assures and certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the contracting preschool shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the contracting preschool that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The contracting preschool represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The contracting preschool shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the contracting preschool fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the contracting preschool shall be liable for actual and consequential damages to the District.

### III. General Provisions:

- a. The terms of this Agreement shall be in effect for a one year period from July through June, following this signed agreements date. This agreement is subject to modification, or cancelation pending annual allocated slots and funding.
- b. Notwithstanding the provisions of subsection (a) above, either party to this Agreement may, after sixty (60) calendar days written notice or after a shorter period of time if both parties agree, terminate this Agreement without cause.
- c. Notwithstanding the provision (a) above, upon the occurrence of a material breach of any provision of the Agreement, the non breaching party may terminate this agreement after written notice of said breach to

the breaching party, provided that the breaching party fails to cure such a breach within ten (10) calendar days of said breach.

- d. In the event of termination of the Agreement, as specified in subsections (b and c) above, the district will pay the contracting preschool a prorated amount to cover any unpaid services provided by the contracting preschool and the contracting preschool will reimburse the District any fund for which it was paid, but for which it will not be providing services as a result to the termination.
- e. The District's per pupil funding ensures the designation of a specified number of preschool classroom slots for the participating children and does not designate identified individuals. The district may replace with another eligible student any attendance slot previously filled by a student who is no longer attending the preschool program.
- f. The contracting preschool shall immediately notify the District of a vacant slot.
- g. Upon the request of the district, the financial records of the contracting preschool concerning this program will be available to the District, and an accounting of the expenditures of District monies may be required.
- h. Each party assumes responsibility for its actions and omissions, and those of its officers, agents, and employees in the performance or failure to perform work under this agreement. Each party agrees to notify the other of any claims or potential claims from damage or injury that come to its attention in connection with the activities of the preschool.
- i. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The contracting preschool further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.
- j. Contractor acknowledges and agrees it is responsible for ensuring compliance, including ensuring subcontractor compliance, with all applicable confidentiality laws, including but not limited to the Health Insurance Portability Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA).

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

By: \_\_\_\_\_  
Mary Winterbottom, Specialist ECE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Preschool Director/ Owner

Date: \_\_\_\_\_

Colorado Preschool Program  
Request for Proposal  
Partnership Application

Early Childhood Center Official Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

License Number: \_\_\_\_\_ Licensed for Ages: \_\_\_\_\_

Number of Years the Center has been in Operation: \_\_\_\_\_

Number of Children Currently Enrolled: \_\_\_\_\_

Number of Children on Waiting List: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_ Length of Program (9-12mo): \_\_\_\_\_

Services Provided Include (Check all that apply):

\_\_\_\_\_ Full Time Child Care \_\_\_\_\_ Part Time Child Care

\_\_\_\_\_ Part Day Preschool \_\_\_\_\_ Before/After School Care

\_\_\_\_\_ Other (Specify) \_\_\_\_\_

For Profit \_\_\_\_\_

Not for Profit/ Tax exempt # \_\_\_\_\_

Number of Colorado Preschool Program Slots Requested: \_\_\_\_\_

Colorado Preschool Program  
Request for Proposal  
Application Checklist

Please submit the following with the enclosed application. Please be advised that all materials submitted with the application will not be returned to applicants.

\_\_\_\_\_ Copy of License Issued by the State

\_\_\_\_\_ Copy of Budget

\_\_\_\_\_ Proof of Insurance

\_\_\_\_\_ Copy of staff qualifications

\_\_\_\_\_ Typed Narrative 5 pages or less (Outline Attached)

\_\_\_\_\_ Application

\_\_\_\_\_ written summary identifying your Program Quality Evaluation process and include applicable forms (If you are a Qualistar rated center, please include the summary sheet, as well).

Colorado Preschool Program  
Request for Proposal  
Narrative Outline

**Please include the following in your typed narrative.**

✓ Staff Qualifications:

Please note the number of staff members in the following categories:

_____ High School Aids	_____ High School Graduates
_____ Adults over 18 yrs. Of age	_____ Group Leader Qualified
_____ Director Qualified	_____ 2-Year College Degrees
_____ 4-Year College Degrees	_____ B.A. Degree or Beyond

- ✓ Do you have an Advisory Council?    \_\_\_\_\_ Yes    \_\_\_\_\_ No  
If yes, how often do you meet? \_\_\_\_\_  
If yes, how many members on the council? \_\_\_\_\_

- ✓ Please describe the program philosophy and/or mission statement.
- ✓ Describe the ways in which you insure and promote staff development in your facility.
- ✓ Describe the ways in which you gather input from staff on their educational needs.
- ✓ Describe the staff evaluation process in place at your facility.
- ✓ Describe the ways in which you involve parents and the community in your program.
- ✓ Describe the ways in which you determine the educational goals for your students.

- ✓ Describe the ways in which you determine if the goals are being met.
  
- ✓ Describe what skills and knowledge your preschool students are expected to demonstrate as a result of their preschool experience.
  
- ✓ Outline the budget and/or expenses involved if the Colorado Preschool Program were to be implemented at your facility for four (4) three hour (3 hour) sessions per week.
  
- ✓ What are the minimum and maximum numbers of students you could accommodate as part of the Colorado Preschool Program at your facility? (Please include all expenses including planning time, supplies and materials, clerical support, etc.)
  
- ✓ Please attach the following:
  - Qualifications of the Director
  - Qualifications of the Teaching Staff
  - Letters of Recommendation from parents

Please send one copy along with the original application to:

Aurora Public Schools  
Early Childhood Education Department  
15751 E. 1<sup>st</sup> Ave.  
Aurora, CO 80011  
Attention: Mary Winterbottom  
303-364-9371