

Wenatchee School District  
Westside Early Learning Center  
Request for Proposal  
Bidder Instructions

The Wenatchee School District (“WSD”) is seeking Proposals to assume responsibilities and management of the Westside Early Learning Center. Proposals must to address the following:

- Ability to meet the provisions of the attached contract including an August 27, 2019 start date
- History of providing like services in our community or as an organization
- The benefits your organization will provide to the students being served

Key points for a Proposal:

- Due to the nature of the use of District owned facilities, furniture, and materials, only not-for-profit groups are eligible for consideration.
- The selected group will enter into a Facility Use Agreement each year with the Wenatchee School District.
- In order to fulfill current obligations of WSD, the selected group must be willing to enter into a separate Memorandum of Understanding with Wenatchee Valley College (similar to the attached). This requirement may be waived if other arrangements are made between WSD and Wenatchee Valley College.
- Proof of insurance per contract terms will be required.
- Due date for written proposals to WSD Office is May 15, 2019, by 4:30 p.m.
- Proposals should be no more than two (2) pages in length.
- The projected date of selection will be no later than June 7, 2019, although selection may be sooner.
- The WSD administration will select the group to take over the program.



2. **Days of Operation.** The selected entity will operate the Program every day that the subject schools are in session and as outlined in the Facilities Use Agreement (Addendum A).
3. **Hours of Operation.** The selected entity will operate the Program from 7:30 a.m. until 3:30 p.m. (This would be the minimum time frame needed)

#### E. Services and Staffing

1. **Current District Staff.** The selected entity will give priority to all current District staff to apply for employment with the selected entity for the 2019-2020 school year. The selected entity agrees to allow the current staff to transfer as long as they satisfactorily meet the necessary background checks and qualifications for employment. The new the selected entity positions for these staff members will be at the current hours of employment or greater as determined by the selected entity and the employee.
2. **Student to Staff Ratio.** The selected entity agrees to maintain a student to staff ratio in compliance of all licensing requirements. This ratio shall be based on the number of students to staff who are directly working with students during Program hours of operation. Managerial or clerical staff not directly working with students do not count toward fulfilling the staffing requirement herein.
3. **Enrollment and Priority.** Priority enrollment in the Program shall be given to the children of enrolled Wenatchee School District and Wenatchee Valley College students.
4. **Background Checks.** The selected entity agrees that all staff, including volunteers and District transferees, assigned to work in the Programs will have undergone a criminal history background check per RCW 28A.400.303 and RCW 43.43.834-838, at the selected entity expense, before providing services to students. The selected entity will also obtain a Washington State Patrol (WSP) criminal history background check for all the selected entity staff who will have contact with students, at the selected entity's expense. Proof of background check clearance, including a copy of the criminal history background checks, shall be made available to the District upon request.
5. **Participant Rates.** The selected entity will continue participant rates and fees at the current 2019 rates until the beginning of the 2020-2021 school year. The selected entity is entitled to adjust rates at the beginning of the 2020-2021 school year and thereafter.
6. **Day-to-day Management.** The selected entity shall be responsible for day-to-day management of the Program, including, but not limited to, staffing, billing, student behaviors, and annual completion of the District's Facility Use Contract application.
7. **Licensing.** The selected entity agrees that it will maintain all required licensing, whether state or federal, necessary for the selected entity to provide childcare. The selected entity will operate the Program under its own program guidelines and state childcare licenses.
8. **The selected entity** agrees that during the term of this Agreement or any renewal or extension thereof, and for a period of seven (7) years thereafter, the selected entity will

maintain all records kept in the normal course of its business and will cooperate with the District to enable the District to promptly respond to any public records requests to the extent required by law. This provision does not purport to identify any records within the selected entity possession that would be considered public records or that the selected entity is subject to public records laws, and the selected entity does not waive or forego any legal rights or defenses to public records disclosure which it may lawfully exercise or maintain.

#### **F. Liability Coverage Provisions**

1. Each party to this Agreement will be responsible for the negligent acts or omissions of its own staff, employees, volunteers, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other. In addition, neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
2. District maintains certain liability coverage. As is more particularly described in its insurance policy, District provides specified liability coverage for its employees, officers, agents and students in respect to certain acts and omissions of District. District does not represent that it has insurance that would provide coverage for the acts or omissions of the selected entity, its agents, employees, or volunteers.
3. The selected entity will maintain professional liability coverage with limits of not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate, or an equivalent program of self-insurance through the Federal Tort Claims Act (FTCA).
4. The selected entity also maintains an occurrence-based General Liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 aggregate.

#### **G. Hold Harmless, Indemnification and Waiver**

To the fullest extent permitted by law, the selected entity shall indemnify, defend and hold the District harmless against any and all suits, claims, obligations, losses, liabilities, judgments, damages and expenses incurred by the District caused by or resulting from the:

1. Misconduct or negligence of the selected entity, including but not limited to the concurrent negligence of the selected entity, or the selected entity's agents, vendors, suppliers, volunteers, staff or employees in connection with the Agreement; provided the selected entity shall not be required to indemnify the District for liability damages arising out of bodily injury to any person or damage to any property caused by or resulting from the sole negligence of the District; or
2. Breach by the selected entity or the selected entity's agents, vendors, suppliers, volunteers, staff or employees of any the selected entity's obligation under this Agreement.

The selected entity specifically and expressly waives any immunity the selected entity may have with respect to the selected entity's employees and agents under the Washington Industrial Insurance Act

(RCW Title 51); provided the selected entity waiver of immunity by the provision of this paragraph extends only to claims against the selected entity by the District and does not include or extend to any claims by the selected entity's employees directly against the selected entity. This waiver has been mutually negotiated by the selected entity and the District, and the selected entity has been encouraged to and has had the opportunity to consult with independent counsel regarding this waiver.

The selected entity's obligation under this Section shall not be limited in any way by limitation on the amount of damages, compensation or benefits payable to any third party under worker compensation acts, disability benefit acts or other employee benefit acts. Nothing in this Agreement shall be interpreted to obligate the selected entity to indemnify, defend, or hold the District harmless for any claims tendered by the selected entity and accepted by the United States Government under the Federal Torts Claims Act or to obligate the United States Federal Government to defend or hold the District harmless against claims it assumes pursuant to the Federal Tort Claims Act.

#### **H. Miscellaneous Provisions**

- 1. Legal Relationships.** This Agreement will not be deemed to create a joint venture, partnership or any other relationship between the parties which may arise by operation of law, unless otherwise agreed to herein. The selected entity will be considered and treated as an independent contractor while operating the Programs pursuant to this Agreement. Employees of the selected entity shall not be entitled to any compensation, payment or other benefits provided to employees of the District.
- 2. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.
- 3. Attorney's Fees.** If any party hereto shall be in default under this Agreement, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy or otherwise protect or enforce their rights under this Agreement. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party including, without limitation, expenses of preparing, serving, mailing, posting, publishing and recording any notices, title search expenses and reasonable attorneys' fees and costs, and the failure of the defaulting party to promptly pay the same shall itself constitute a further and additional default. In the event either party hereto institutes, defends or is involved with any action to enforce the provisions of this Agreement, the substantially prevailing party in such action shall be entitled to reimbursement by the substantially losing party for its court costs and reasonable attorneys' fees and costs, including such costs and fees that are incurred in connection with any action, including any action for specific performance, injunction, damages or waste and in any mediation, arbitration, bankruptcy, probate, appeal or other proceeding. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable and shall bear interest at the rate of twelve percent (12%) per annum from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.
- 4. Modification.** This Agreement may be modified only by a subsequent written agreement executed by the parties.

5. **Construction.** Construction of this Agreement shall be fair and neutral and no presumption shall be made for either party due to the drafting of this Agreement by either party.
6. **Governing Law and Venue.** The parties' rights or obligations under this Agreement will be construed in accordance with the laws of the State of Washington will govern any claim or dispute relating thereto. Venue and jurisdiction of any lawsuit involving this Agreement shall be exclusively in the state courts in Chelan County, Washington.
7. **Notice.** All notices, demands, requests, or other communications required to be given or sent by District or the selected entity, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery, addressed as follows:

i. **To**  
**ENTITY** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ii. **To** Wenatchee School District  
**District** Attention: Superintendent  
 235 Sunset Ave.  
 Wenatchee, WA 98801

(509) 663-8161

8. **Severability.** If any provision of this Agreement, or of any other agreement, document, or writing pursuant to or in connection with this Agreement, is held to be wholly or partially invalid or unenforceable under applicable law, that provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of the Agreement.
9. **Waiver.** Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
10. **Binding Nature of Agreement; No Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other parties hereto.
11. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.
12. **Non-Discrimination.** There will be no discrimination against any participant or applicant under this Agreement because of race, color, religion, national origin, age, handicap,

status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will District or the selected entity engage in such discrimination in their employment or personnel policies.

**13. Authorization to Execute.** The person(s) signing and executing this Agreement on behalf of their respective organizations do hereby warrant and guarantee that they have been fully authorized to execute this Agreement.

**ENTITY**

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

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**District**

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Brian Fones, Superintendent

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Sunny Hemphill, Board President

Use of School Facilities

**CLASSIFICATION AND SCHEDULING:**

School facilities exist for the benefit of students and to support and enhance the educational program. The following classifications of use have been developed by the District to designate those uses most closely related to the educational process or those most likely to provide direct benefit to the students of Wenatchee Public Schools. Any requested use of the school facility will be classified in accordance with the following guidelines, and rental fees will be charged accordingly. The superintendent or his/her designee shall make the final decision regarding classification of proposed uses.

- A. Class I - School or District Sanctioned Activities-Use by school district, official parent organizations, or other groups directly connected with, or part of, the school district organization.
  - Regular classroom activities (sanctioned)
  - School-sponsored activities for students (e.g., school clubs and dances, intramural sports, etc. - sanctioned)
  - Other school-sponsored activities for parents (e.g., plays, musicals, meetings, etc. - sanctioned)
  - School-related groups and organizations (e.g., PTA, PTO, Booster Clubs, etc.)
  
- B. Class II - Joint Use Partners
  - Entities with which the District has entered into a Joint Use Agreement (e.g., City of Wenatchee Parks and Recreation Department).
  - Out-of-district school groups (e.g., bands, student extracurricular groups, overnight visitors, etc.)
  
- C. Class III - Civic. Services and Educational Organizations- User groups that provide direct benefits to the district, students, or the community.
  - Education related organizations: Educational service districts (e.g., meetings and special events), State educational association meetings (e.g., music educators, WASA, WASBO, etc.) and education related state agencies (e.g., Office of the Superintendent of Public Instruction, State Board of Education, etc.)
  - Community education activities (e.g., government sponsored and other free educational events), civic and service organizations providing direct support or service to children (e.g., Neighborhood Block Watch, McGruff, etc.)
  - Non-profit organizations conducting fund raising activities for charitable purposes (e.g., Ronald McDonald House, United Way Agencies, etc.)
  - Chartered youth groups (e.g. Boy Scouts, Girl Scouts, Camp Fire Girls, 4H, etc.)
  - Authorized youth sports leagues (e.g. AAU, YMCA, Wenatchee Valley Youth Soccer, USA Volleyball, etc.)
  - College classes and activities (e.g., evening degree programs from area colleges and universities, etc.)
  - Authorized adult recreational clubs, teams, and activities.



- D. Class IV – Non-Profit Recreational and Community Use- Community organization meetings (e.g.. neighborhood or citizen concern groups, political rallies and caucuses, etc.)
- City, county, and state agencies (other than educational)
  - Non-profit organizations conducting non-charitable fund raising activities
  - Non-profit organizations, civic and service groups who do not provide direct support or service to children.
  - Groups that enhance the community by offering arts and entertainment.
- E. Class V - Private Interest Groups
- Private interest groups (e.g., Historical Preservation Society, Sierra Club, Ducks Unlimited, non-District labor unions, etc.)
  - Fee based events (e.g.. recitals, lectures, sports and musical entertainment, etc.)
  - Profit-making activities (e.g.. financial seminars, sale. organization meetings, etc.)
  - Religious organizations (for religious Sabbath services or other church-related activities)

## **General Requirements**

1. All user groups must have a signed contract prior to using a district facility.
2. The user agrees to protect, indemnify, and save harmless the district, its officers, directors and employees, from any and all claims, liabilities and damages, or rights of action directly or indirectly growing out of the use of the premises covered by the application for use agreement. The user further agrees to provide evidence of insurance, in the form of a certificate for limits of not less than \$1,000,000 combined single limit. The certificate shall name the Wenatchee School District #246, its officers, directors and employees as additional insured, and provide not less than ten (10) days notice of cancellation or material change. The superintendent or designee may choose to waive the certificate of insurance requirement if it is determined that there is a low likelihood that the scheduled activity will result in accident, injury, or damage to school facilities.
3. All members of the user group occupying school facilities are responsible for reasonable and proper care of the facility used and any material or equipment found therein. Any loss or damage resulting from activities of the group, or activities of any person present because of the activity booked, will be billed to the leasing organization. Failure to comply with this regulation and to pay any damage charges that may be assessed will result in denial of further use of school facilities and may result in legal action.
  - No school equipment can be used without permission from the building administrator. Instructional and athletic supplies are not available to the renter.
4. User groups with contracts that include a series of dates shall notify the administrator or designee if the days or times of use change in number, dates, or any other matter. Notification must take place at least 7 days in advance of the desired change. If such notification is not made, rental fees will be assessed per the contract. If paid employees show up to work the event, the user group shall be responsible for their actual wage cost, inclusive of overtime and employment taxes.
5. User groups may not give away or trade scheduled time with other user groups.
6. A custodian or other authorized staff member must be on the premises when any non-school group is using school facilities. The principal or athletic director may waive this

requirement if the user group has an extended contract or is using athletic fields. Secondary student initiated groups wishing to meet and to use school facilities must be supervised at all times by a district employee.

7. If a user group uses a facility when a custodian is not present, the group is responsible for the clean-up of that facility. Failure to do so may result in additional charges and the revocation of future privileges.
8. User groups are expected to Provide acceptable and adequate supervision for all requested activities. The District reserves the right to review the planned activity, and sees that proposed supervision and security meet requirements.
9. User groups must confine their members to the rooms and corridors assigned for their use, and to the permitted times. Any use of unscheduled time or facilities used will be reported and billed to the User group.

## **CONDUCT:**

1. The user group is responsible for the conduct of all persons in attendance. Adequate adult supervision of youth groups must be provided by the leasing sponsor to assure proper conduct of occupants. Such adult supervision must be present with youth groups and in effective control at all times.
2. The adult in charge of the activity shall immediately attend to horseplay, unruly behavior, and fighting.
3. As per state law, the use of alcoholic beverages, narcotics, tobacco, illegal drugs, profanity, gambling, and unruly conduct or any other unlawful activities on school grounds, within school buildings, and on school property is prohibited. Dangerous weapons are not permitted on school property.
4. Proper footwear must be worn on certain surfaces as specified by district staff.
5. The application of material to walls, ceiling, or floors is prohibited unless approved in advance.

## **GUIDELINES FOR POOL USERS:**

1. Pool use can be requested through the District's Athletic Facility Contract Application. Applications should be turned into the WHS Athletic Office. Please provide at least one-month advance notice for appropriate scheduling.
2. The WHS pool is not to be used without a signed contract and approval of the Athletic Director.
3. Proof of liability insurance coverage must be provided by the user prior to the use of the facilities. The amount of the required insurance shall be \$1,000,000 combined single limit.
4. Wenatchee School District will provide ALL necessary lifeguards for user groups. Fees will be assessed for lifeguard personnel based on District policy. The lifeguards are to be obeyed at all times by all user group members and employees.

5. Groups renting the swimming pool must have a least one (1) person present and in charge of their group during the rental who is over the age of 21 and is qualified as a professional in their respective field. Lifeguards shall maintain current first aid, CPR, and Lifeguard training. Swim coaches shall maintain current first aid, CPR and safety training for swim coaches. Swim Instructors must have appropriate instructor certification (i.e. Swim America, or Red Cross WSI), First-Aid, and CPR. Copies of certifications for the adult leader must be presented and placed on file at the WHS Athletic Office prior to the pool rental date. SCUBA groups must have at least one SCUBA instructor present and available during the rental (must have SCUBA Instructor certification, first-aid and CPR).
6. User groups must agree to and work with the District's Aquatics Coordinator to meet all guidelines presented to them in the Pool User Group Handbook. The Pool User Group Handbook is available in the WHS Athletic Office.

## **GUIDELINES FOR KITCHEN USE:**

Because District cafeterias and kitchens are considered public eating places, it is necessary that rigid rules and regulations be followed when they are used. Organizations shall, therefore, observe the following rules in the use of these facilities:

1. Use of Kitchen Facilities
  - a. To prevent food borne illnesses and ensure the safety of staff, students, parents and community members, access to District kitchens, and/or the use of food service equipment, dishes, or utensils is not allowed without prior approval from the Food Service department Director.
  - b. Access to District kitchens, and use of food service equipment, dishes, or utensils will require the presence of a qualified Food Service staff member to supervise the use, and cleaning, of the kitchen and associated equipment. The Director of Food Services may waive this requirement based upon extenuating circumstances. Consequently, access to District kitchens may be subject to the availability of a qualified Food Service worker.
  - c. Any group or organization using a District kitchen shall be charged a reasonable fee to cover direct and/or indirect costs of operation, and shall also be responsible for the additional cost of the supervision required.
2. Serving of Food Products
  - a. Food sold, served, and/or consumed by groups or organizations using Wenatchee Public School District facilities must comply with the Chelan Douglas Health District (CDHD) rules, regulations, and permitting process.
  - b. **PERMIT REQUIRED:** If the general public is invited to an event where food is served, a food permit from the CDHD is required, and food handler cards are required for all persons preparing and serving the food. Groups and organizations selling food, or serving food when the general public is allowed to attend, shall be responsible for contacting the Chelan Douglas Health District (509-886-6400) and arranging for the appropriate permit. When a Wenatchee Public Schools Food Service staff member is paid to supervise the foods served at the event, a permit may not be required. Contact

- the Food Service department at 509-662-9345.
- c. PERMIT NOT REQUIRED: If the event is a non-public event there are no required permits for food handling. A non-public event involves only a specific or limited group of people, and does not allow the general public access to the event. An example would be a soccer team or Boy Scout potluck. However, the group should still comply the basic food sanitation procedures to ensure the safety of participants.
  - d. Low-risk foods are items that do not pose a significant health risk, and therefore do not require a health department permit or food handler's card. The Chelan-Douglas Health District provides a list of approved low-risk foods.

## **SCHEDULING PROCEDURES:**

### 1. Athletic Facilities Use

User groups that are interested in scheduling any of the district athletic facilities, including gymnasiums, fields, etc., must schedule through the athletic department at Wenatchee High School.

### 2. Auditorium Use

User groups that are interested in scheduling the auditorium must schedule through the Wenatchee High School Auditorium manager.

### 3. Building Use

User groups interested in scheduling any other district facility, other than the auditorium or athletic facilities, must schedule through the building administrator or designee.

### 4. Kitchen Use

User groups that are interested in scheduling a Wenatchee School District kitchen must schedule through the Director of Food Services (662-9345).

**Adoption Date: June 27<sup>th</sup>, 2006**

**Revision: 9/25/12**

**Wenatchee School District**

**WENATCHEE SCHOOL DISTRICT  
RENTAL FEES AND LABOR BILLING RATES**

School/Facility	Purpose	Class I	Class II	Class III	Class IV	Class V	LABOR COSTS/HR
<b>Wenatchee HS</b>							<b>Custodial Fees</b>
Auditorium							Reg. Time- \$17.25
	Performance			\$275	\$275.00	\$300.00	Overtime- \$25.75
	Rehearsal/Meeting			\$137.50	\$137.50	\$150.00	Double Time- \$34.50
Commons				*\$3.00/Hr	\$68.75	\$75.00	
Cafetorium				*\$3.00/Hr	\$50.00	\$55.00	<b>Stage Manager</b>
Kitchen**		Class I & II User Groups		*3.00/Hr	\$27.50	\$30.00	Reg. Time- \$22.00
Classroom		will only be charged		No Charge	\$18.75	\$20.00	Overtime- \$33.00
Library		labor costs as needed.		*3.00/Hr	\$27.50	\$30.00	Double Time- \$44.00
Pool***				*3.00/Hr	\$137.50	\$150.00	
Gymnasium							<b>Student Help-\$9.00</b>
	Recreation			*\$3.00/Hr	\$82.50	\$90.00	
	Playoffs/Tournaments			*\$3.00/Hr	\$137.50	\$150.00	<b>Site Supervisor-</b>
	Performance				\$275.00	\$300.00	Reg. Time- \$27.75
<b>Middle Schools</b>							Overtime- \$41.50
Gymnasium							Double Time- \$55.50
	Recreation			*\$3.00/Hr	\$60.00	\$70.00	
	Tournaments			*\$3.00/Hr	\$137.50	\$150.00	<b>Technical Support-</b>
Cafeteria				*\$3.00/Hr	\$27.50	\$30.00	Reg. Time- \$25.00
Kitchen				*\$3.00/Hr	\$27.50	\$30.00	Overtime- \$37.50
Library				*\$3.00/Hr	\$27.50	\$30.00	Double Time- \$50.00
Classroom				No Charge	\$18.75	\$20.00	
<b>Elementary Schools</b>							<b>Kitchen Supervisor</b>
Gymnasium							Reg. Time- \$16.50
	Recreation			*\$3.00/Hr	\$55.00	\$60.00	Overtime- \$24.75
	Tournaments			*\$3.00/Hr	\$55.00	\$60.00	Double Time- \$33.00
Multipurpose Room				*\$3.00/Hr	\$27.50	\$30.00	
Kitchen				*\$3.00/Hr	\$27.50	\$30.00	*Rates subject to
Classroom				No Charge	\$18.75	\$20.00	change based upon
<b>District Office</b>							contract negotiations,
Main Boardroom				*\$3.00/Hr	\$165.00	\$180.00	COA, or other factors.
North Boardroom				*\$3.00/Hr	\$66.00	\$72.50	
<b>Apple Bowl</b>							
	Performance				\$220.00	\$240.00	
	Playoffs/Tournaments				\$137.50		
<b>Rec Park</b>							
	Performance			*\$3.00/Hr	\$220.00	\$240.00	
	Playoffs/Tournaments			*\$3.00/Hr	\$137.50		

\*The \$3.00/Hr. surcharge is only assessed when a custodian is not normally on duty (I.e. weekends, etc.)

\*\*Additional charges may be assessed when Food Services staff are required. See Kitchen Use Guidelines.

\*\*\*All pool user groups are required to have a certified lifeguard. See Guidelines for Pool Users.

# **Example Memorandum of Understanding (MOU)**

*The following pages are sample MOU documents for your reference.*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WENATCHEE VALLEY COLLEGE  
AND  
WENATCHEE SCHOOL DISTRICT**

This agreement is made and entered into, by and between, WENATCHEE VALLEY COLLEGE, hereinafter designated as WVC and WENATCHEE SCHOOL DISTRICT, hereafter designated as WSD, for the purpose of description of MOU services.

**GENERAL PROVISIONS**

All parties to this agreement shall comply with all state, federal and local laws, rules, regulations and orders.

**I. WVC Shall:**

- Provide ECE Coordinator to service as advisor and college liaison
- Provide, through college liaison, a sliding fee schedule consistent with Pell financial aid eligibility
- WVC shall remunerate Wenatchee School District (WSD) \$24,000 annually.

**II. WSD Shall:**

- Provide physical location, staff, and equipment consistent with a certified child care facility in the State of Washington
- Maintain a facility meeting Early Achievers national accreditation standard. Any deviation from standard will be mutually agreed upon.
- Invoice WVC quarterly
- Prioritize WVC low income students for enrollment
- Maintain and submit a roster of WVC students participating in the program.

**III. TERM**

This agreement is effective 7/1/2017 through 6/30/2020. This agreement may be extended if agreed by both parties.

Either party may terminate this agreement upon ninety days' written notice to the other party.

This agreement may be modified by mutual agreement of the parties in writing.





A SUBCONTRACT BETWEEN  
**WENATCHEE VALLEY COLLEGE**  
And  
**WENATCHEE SCHOOL DISTRICT**

Resulting from a U.S. Department of Education Grant Award to Implement a  
**Child Care Access Means Parents in School Program (CFDA 84.335A)**  
**(Award Number P335A180313)**

Grant Award Notification for PR/Award Number P335A180313 between the U.S. DEPARTMENT OF EDUCATION and WENATCHEE VALLEY COLLEGE (WVC) is attached to this subcontract and is incorporated herein. All applicable sections, including General Terms and Conditions and Special Grant Conditions for Payments, Using Program Income, and Disclosing Federal Funding in Public Announcements, apply to this subcontract and are binding upon the parties to this subcontract.

**I. SCOPE OF SUBCONTRACT**

- A. Contractor:** Wenatchee Valley College (Lead Agency)
- B. Partner:** Wenatchee School District (Partner)
- C. Subcontract Amount:** Up to \$33,038 in federal funds unless otherwise determined by unanimous approval of the Memorandum of Understanding (MOU) partners and WVC's DOE Program Director. These funds will be utilized in accordance with the terms and conditions of this subcontract, all applicable sections of the contract between WVC and the Department of Education, as well the information contained within Wenatchee Valley College's grant application to the Department of Education written in response to the Department's request for proposals for CFDA 84.335A. This sum is subject to reduction by the Contractor should the Contractor experience a reduction in funding from the U.S. Department of Education. However, any reduction will be discussed and agreed upon by the MOU partners (WVC and WSD) and approved by WVC's CCAMPIS Director.
- D. Effective Date of Subcontract:** 10/1/2018
- E. Expiration Date of Subcontract:** 9/30/2019

**II. TERMS AND CONDITIONS**

**A. Description of Work**

- 1) The overall purpose of this project is to increase the institutional capacity of each participating entity, Wenatchee Valley College and Wenatchee School District, to develop academic programming that meets the needs of the regional nuclear workforce. By participating in this funding opportunity, it is expected that the Partner will be able to accomplish this objective.
- 2) As identified in the original grant application, the Partner shall:
  - a) Provide Affordable Child Care for low income WVC students;

- b) Provide a high quality Early Child Care Learning program for the children and families who attend WVC and WSD West Side High School;
  - c) Establish and maintain collaborative relationships with each child's family to foster children's development;
  - d) Enhance the child assessment system to ensure the systematic formal and informal assessment approaches provide information on children's learning and development;
  - e) Assist participating students in maintaining successful college enrollment and completion of degree certificate requirements (retention and graduation);
- 3) The Partner will meet regularly with the Program Director to discuss progress made toward grant objectives, review fiscal issues, address challenges, barriers, and/or concerns regarding the grant, and coordinate activities with other members of the consortium.
  - 4) The Partner will provide the necessary administrative services to maintain fiscal and contract compliance with regard to its specific role and responsibilities concerning this grant, while WVC will provide overall administrative oversight for all parts of this grant and serve as the primary contact to the Department of Education.

#### **B. Deliverables**

Consistent with the Department of Education grant awarded to Wenatchee Valley College and Wenatchee School District, as well as any modifications receiving unanimous approval by the MOU partners:

- 1) The Partner's success in delivering this project will depend upon the successful completion and/or achievement of the performance indicators specified in the grant award.

### **III. CONSIDERATION**

- A. In consideration of the performance by the Partner in administering this component of the CCAMPIS grant, WVC shall make payments to the Partner in the amount outlined in the grant application, up to \$33,038, unless modified by unanimous approval of the CCAMPIS MOU partners. These funds will be released monthly, but only after the delivery of services and the submission of a Monthly Progress Report, monthly Time and Effort Reports for all part-time and full-time faculty and staff in the program, and adequate documentation for all expenses. These items shall be sent to the CCAMPIS program office at WVC.
- B. Payment for the delivery of services specified shall be made upon written request of the Partner to WVC by submission of a monthly A-19 form and backup financial documentation. As agreed to in advance, either the A-19 form or the backup financial documentation must report expenses by major budget categories on an actual cost reimbursement basis. Monthly requests received by the 20<sup>th</sup> of the month following delivery of services will likely be paid by the end of the month. However, the Contractor has up to 30 days to reimburse the Partner for services rendered.
- C. Requests for reimbursement for services rendered in June must be received by the WVC during the first or second week of July and no later than July 10, to accommodate end-of-year closeout activities. Estimates for June are permissible in order to provide a timely reimbursement request to the Contractor.



- D. During the third and fourth quarters of the calendar year, both parties agree to reevaluate the transfer of grant funds under this subcontract to reflect actual and anticipated grant deliverables. A subcontract amendment may increase or decrease the total amount of consideration due under this subcontract.

#### **IV. RECORDS/AUDITS**

##### **A. Records**

- 1) In accordance with EDGAR (Education Department General Administration Regulations), in order to be in compliance with federal requirements, the Partner must maintain records regarding Use of Grant Funds, Progress toward Grant Objectives/Performance, and Placement and Use of Equipment Purchased with Grant Funds.

##### Records Regarding Use of Grant Funds

- a) The Partner will maintain adequate financial records in accordance with generally accepted accounting practices and the Washington Administrative Codes.
- b) Backup financial documentation, submitted with or as part of Form A-19, must clearly describe the nature of each expense, as authorized in the approved budget and/or terms of the agreement to substantiate costs.
- c) Monthly Time and Effort Reports must be submitted for each staff and faculty person involved in the grant.

##### Records Regarding Progress Toward Grant Objectives/Performance

- a) The Partner will submit a Monthly Progress Report that addresses progress made toward grant objectives, major purchases, travel or training activities, use of consultative expertise, barriers or challenges to successful achievement of program objectives and performance indicators, and information regarding evaluation and outcome assessment activities.

##### Records Regarding Placement and Use of Equipment Purchased with Grant Funds

- a) The Partner will maintain an Equipment Inventory List that documents the purchase, placement, and ongoing location of any equipment purchased with DOE grant funds.

##### **B. Audit**

- 1) The Partner shall preserve and make available all records related to this Agreement for examination by Wenatchee Valley College, the federal government, and/or their duly authorized representative:
- a) The Partner shall retain these records for five years after the completion of the above-mentioned activities and performance indicators;
- b) If any audit or other action involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the five-year period, whichever is later;
- c) The retention period starts on the day the grantee submits its last expenditure report for that period.

- d) Any costs that, upon audit, are found to be unallowable will be reduced from future claims for reimbursement, or shall be refunded if the Agreement has expired.
- 2) **Sub-recipient Monitoring:** A Partner receiving federal assistance in excess of \$300,000 during a fiscal year shall arrange for an annual, independent examination, in compliance with the requirements of the office of the Washington State Auditor, in order to ascertain the effectiveness of the Partner's financial management systems and internal procedures established to meet the terms of the subcontract agreement.
    - a) The Partner is subject to the uniform administrative requirements of 2 CFR part 215, A-21, and A-133 and/or other federal guidelines, and as such, shall provide Wenatchee Valley College with a copy of its audited financial report and statement of findings noted in the examination within thirty (30) days of issuance.
    - b) The Partner will permit auditors (as defined in the OMB Circulars) to have access to the records and financial statements as necessary to comply with the appropriate OMB Circulars and this Agreement.
    - c) Failure to comply with the terms of this paragraph may lead to the termination of this subcontract.

## V. ASSURANCES

### A. Certification

- 1) Acceptance of this subcontract constitutes certification that the Partner is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- 2) Acceptance of this subcontract constitutes certification that the Partner is not delinquent on any Federal debt.
- 3) Acceptance of this subcontract constitutes certification that the Partner is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, DOE, Subtitle D).
- 4) Acceptance of this subcontract constitutes certification that to the best of the Partner's knowledge and belief:
  - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Partner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.
  - b) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or agreement, the Partner shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c) The Partner shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and



contracts under grants, loans, and agreements) and that all sub-recipients shall certify and disclose accordingly.

- 5) Partner agrees to notify WVC immediately if there is any change of status in 1, 2, 3, or 4 above.

## **VI. MATCHING CONTRIBUTIONS**

This Agreement does not require any matching contributions. However, if the Partner utilizes other existing financial resources to provide personnel, supplies, and/or equipment for the benefit of this project, this contribution shall be reported via the Time and Effort Reports and/or the Monthly Progress Report.

## **VII. REPORTING SCHEDULE**

- A. Partner shall submit quarterly Time and Effort Reports and Progress Reports to the Contractor by the Friday of the first full week after the quarter reporting.
- B. Partner shall quarterly requests for financial reimbursement by the 20<sup>th</sup> of the month following the month for which reimbursement is requested. However, Partner must submit a request for financial reimbursement for the month of June by the 10<sup>th</sup> of July to accommodate year-end closeout activities.

## **VIII. PRIOR APPROVAL**

- A. The following shall constitute deviations from the original intent of the Department of Education Grant Proposal and/or from the application submitted by WVC and its Partners in response to the Department of Education's request for proposals and will require prior written approval from the Department of Education and the CCAMPIS Director:
  - 1) Changes in project scope or objectives;
  - 2) Costs not specified on the approved budget and for which the Office of Management and Budget Circular A-21 requires prior written approval;
  - 3) Change in Key Persons;
  - 4) Sub-awarding or contracting out work that was not described in the application (except if it involves solely purchase of supplies or general support services); and
  - 5) Incurring costs more than 90 days before the budget period begins.
- B. With the exception of the "training" line item, in accordance with EDGAR's 1997 Expanded Grants Authority Provisions, Partner may make transfers of funds among budget categories without prior approval. In addition, the Expanded Grants Authority Provisions does not require prior approval for Subcontractors:
  - 1) To extend grants automatically at the end of a project period for a period of up to one year;
  - 2) To carry funds over from one budget period to the next; and
  - 3) To obligate funds up to 90 days before the effective date of the grant award.

## **IX. DESIGNATION OF PERSONNEL**

- A. Brett Riley, Vice President for Administrative Services will serve as your contact for the duration of your no-cost extension.

Brett Riley  
Wenatchee Valley College  
1300 Fifth Street  
Wenatchee, WA 98801  
(509) 6826515  
briley@wvc.edu

- B. The Partner will identify an individual as the Director/Coordinator for this subcontract. They will be responsible for coordinating financial and administrative matters as they relate to this subcontract.
- C. Partner will hire additional staff/faculty during the course of this contract period and will inform the CCAMPIS Director of all personnel changes.

**X. SUSPENSION AND TERMINATION OF FUNDS**

Pursuant to a mutual understanding that the terms of this subcontract do not encumber the implementation of Award Number P335A180313, as granted by the federal Department of Education for the explicit purposes of this CCAMPIS project, either party may suspend or terminate this subcontract upon thirty (30) days written notice, when at any time in either party's determination, the other party to this subcontract violates or departs from the terms and conditions of this subcontract; or if the program would not be achieved by continuance of the existing subcontract; or if the Partner fails to submit the reports required under this subcontract according to the established schedule. Termination of this subcontract, however, will not invalidate commitments or obligations properly incurred by the Partner prior to the date of termination, which cannot be canceled.

**XI. INDEMNIFICATION**

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, and agrees to hold the other party harmless from any such liability. All partners of the CCAMPIS grant are institutions of higher education of the State of Washington and assume liability only to the extent allowed by the State of Washington.

**XII. ANTI-KICKBACK**

The Anti-Kickback Act of 1986 was passed to deter Partners from making payment for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. By acceptance of this subcontract, the Partner agrees to comply with the following regulations. FAR 3.502 and FAR 52.203.7.

**XIII. ACKNOWLEDGEMENT OF FEDERAL SUPPORT**

Section 511 of the appropriations act of the Department of Health and Human Services for fiscal year 1990 (Public Law 101.166) requires that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State or local governments, shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**XIV. FEDERAL, STATE, AND LOCAL TAXES**

Except as may be otherwise provided in this subcontract, the Partner price includes all applicable Federal, State, and local taxes and duties.

**XV. INSURANCE**

The State of Washington, including all its agencies and departments, is self-insured for all exposure to tort liability, general liability, property damage liability, and vehicle liability as provided for in the Risk Management Act, Revised Code of Washington Chapter 43.19.19362. The Tort Claims Act, RCW 4.92 et seq., provides the fundamental remedy for all liability claims against the State. Such claims must be filed with the Division of Risk Management for processing according to statute.

**XVI. LAW**

This contract shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall reside in Superior Court, County of Franklin.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

**Wenatchee School District** (*Partner*)

\_\_\_\_\_

Date \_\_\_\_\_

**Wenatchee Valley College** (*Lead Agency*)

\_\_\_\_\_  
Brett Riley, Vice President of Administrative Services

Date \_\_\_\_\_