AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; 2015-2016 Race to the

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County Council & Gunnison Watershed School District

Term Begins: when signed **Term Ends:** 6/30/2016 **Grant Contract #:**

Summary:

This MOU is same as approved MOU with Little Red and Stepping Stones childcare facilities. It explains expectations of programs who accept funding for quality improvement materials and coaching etc..

Fiscal Impact: contingent upon grant funding to be determined.

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/28/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 12/18/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/30/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 1/5/2016

Revised April 2015

2015-2016 Race to the Top (RTTQI) Quality Improvement Program

This **Quality Improvement (QI) Program MOU** is between
Gunnison County (Council) and
Gunnison Watershed School District RE1J Lake School (Program Recipient)
for QI services described below for the period of July 1, 2015 through June 30, 2016 and is contingent upon available funding.

The effective date is the later of July 1, 2015 or the date this MOU is fully executed. Council may, at its sole discretion, allow QI services that occur between March 2, 2015 and the date this MOU is fully executed.

Program Overview

The Race to the Top Quality Improvement (QI) Program has been created by the Office of Early Childhood at the Colorado Department of Human Services to help support the quality improvement work and activities of licensed child care providers. Licensed early childhood education programs that meet this description may receive:

- Quality Improvement grants for classroom learning materials, staff professional development, substitute coverage/overtime pay for training attendance, and technology support
- On-site Coaching to support Administrative and Teaching staff in quality improvement efforts and implementing best practices
- A 100% FREE quality rating through the all-new Colorado Shines Quality Rating and Improvement System (QRIS)
- Access to hands-on support and guidance throughout the entire process

Program Recipient will receive access to the following QI Resources. For specific resource allocations and remaining balances, please login to ecConnect.ecclacolorado.org after this MOU is executed.

QI Resources

Qualified Quality Improvement (QQI) resources will be made available to **Program Recipient** based on a variety of factors, including the Quality Level (must be at least a Level 2), number of classrooms, and need as expressed in the Colorado Shines Quality Improvement Plan (QIP). Program Recipient will receive a **minimum allocation of $300 plus $300 for each classroom up to $1500** to support Qualified Quality Improvement expenditures and activities **(QQI)**. If **Program Recipient** is a Partially Rated Site, please see the **Quality Ratings** section for more information. Council reserves all rights to modify the site's allocation based on Colorado Shines Level, participation in other QI funding streams, performance under this MOU or specific needs of the site as identified in the Colorado Shines Quality Improvement Plan (QIP).

QQI are defined as any QI activity or expenditure that will improve the quality of classroom learning environments and provide professional development opportunities for classroom teachers as approved by **Council**.

Examples of **QQI** include classroom learning materials; staff scholarships for early childhood education college coursework; professional development for staff to attend conferences and trainings; technology; child portfolio costs associated with online child assessment via Teaching Strategies GOLD; teacher incentives/awards for completion of PDIS and other QI goals; stipends for substitute coverage time for attendance of professional development trainings and college coursework; purchase and implementation of materials related to curriculum. All **QQI** must be tied to a QIP goal and approved by **Council** prior to

reimbursement or direct payment of QQI in accordance with instructions published on ecConnect.ecclacolorado.org.

Coaching Support
Individualized coaching support for administration and classroom staff will be provided to **Program Recipient** at a **minimum allocation of five coaching hours per site with additional coaching hours awarded based on number of classrooms.** Topics and focus areas could include: licensure, the Colorado Shines system and its rating criteria, child development, staff development/planning, child assessment, developmentally appropriate practice, social-emotional support, continuity of care, etc.

Coaches will work with **Program Recipient** to prioritize **QI Resource** guided by the QIP.

Professional Development Trainings
Program Recipient will have access to free or low cost professional development trainings that will cover a variety of topics tied to Workforce Competencies and Colorado Shines.

Quality Ratings
There will be no cost for the quality rating. **Program recipient** will participate in a coaching assessment with their coach to define QIP goals and set a target date and level for a Colorado Shines rating. An Environmental Rating Scale (ERS) observation will be part of this assessment. The coaching assessment will be conducted at the end of the program year to determine QIP progress and ERS gains. If **Program Recipient** is scheduled for a Colorado Shines rating during the program year, the results will be used to inform the impact of the grant as well. Recognized alternative pathways into Colorado Shines will be honored. **QI Resources** may be used to support Program Recipient to seek Accreditation (National Association for the Education of Young Children (NAEYC) and National Association of Family Child Care (NAFCC)) for all participating classrooms unless **Program Recipient** has other grant funding to do so.

Partially Rated Program Recipient:
If Program Recipient received a partial Qualistar rating through the Infant Toddler Quality and Availability grant or the Denver Preschool Program, **Program Recipient will receive additional support** to get ready to re-rate under the Colorado Shines rating in the amount of up to **five coaching hours per classroom and $300 for QQI per classroom up to $1200. Program Recipient** agrees to submit a Level 3-5 Colorado Shines Rating application by either **September 30, 2015** or **December 31, 2015** depending on the provider's current rating expiration month to qualify for these additional RTT QI funds.

Level 2 Program Recipient:
Agrees to complete a coaching readiness assessment to complete the Colorado Shines Quality Improvement Plan (QIP) and determine a Colorado Shines Level goal.

Cross Walked Level 3 and 4 Rated Program Recipient:
Agrees to submit a Level 3-5 Colorado Shines Rating application according to the Colorado Shines application submission timeline and based on the provider's current rating expiration month.

All licensed programs Level 2 or higher are eligible for:
A full Colorado Shines rating at no cost to the recipient and access to their QI Navigator and coaching for support in preparing for their rating and clarifying any questions that may arise.

Provider Agreement

I. Council agrees to:

1. Provide access to the QI Resources referenced above. If it is discovered that the QI Application contained errors or omissions impacting the QI Resources allocation, the **Council** reserves the right to amend the QI Resources at any point during the program period. QI Resources will become available to **Program Recipient** after completion of the coaching readiness assessment and QIP.

II. Program Recipient agrees to:

1. Submit an application for a Level 3-5 Colorado Shines rating, during the course of this agreement.
2. Have the program's Colorado Shines Rating published on the Colorado Shines website.
3. Develop and implement professional development plans for the program staff. QI funds may be used for professional development opportunities as recommended by the Quality Improvement Plan and/or **Program Recipient**'s assigned Quality Improvement Coach.
4. Complete data requests similar to the QI Application periodically to fulfill mandatory grant reporting requirements.
5. Allow the **Council** to share aggregate data with partners and stakeholders and include this data in its database and reports.

Coaching Agreement

The Council Coach(es) want to help you grow, change, develop, and achieve your program goals. We look forward to supporting you as we work together to create a unique plan to strengthen your already existing practices, integrate new ideas and implement techniques to provide the highest quality care and education to the children and families you serve. While we may sometimes challenge you toward higher achievement, our relationship starts with your agenda, your values, and your initiative. You are responsible for your program and you will make the choices about what actions to take and which areas we will work on together.

The Coach(es) and Early Childhood Education Provider agree to a relationship of sincere honesty and openness. Only under these circumstances can the coaching relationship serve its purpose well. Following are a few guidelines to make our working relationship as productive as possible. If you have any questions, please call or e-mail your Coach(es).

Growth Goals

We will provide support, encouragement, accountability, perspective, and resources for you as you pursue your goals. Together we will create a quality improvement plan, including regular action steps, which you are committing to carry out. Since a significant part of our sessions will center on these action steps, we may choose to cancel or reschedule our session if the action steps have not been completed.

"Coaching" is a professional-client relationship with a Coach that is designed to facilitate the development of professional goals and to develop a list of strategies as well as carry out a plan for achieving those goals. *You acknowledge that deciding how to handle these goals, incorporate coaching into those goals, and implement these goals is your responsibility.*

Cooperation

You agree to participate in any required meetings or Professional Development that may be provided as part of the grant initiative that your program participates in. This includes meeting regularly with the assigned Coach(es) and attending <u>all</u> scheduled meetings with the

Coach(es). You also agree to cooperate with any Coach, rating specialist, classroom observer, or data collector in the reporting of suspected child abuse or neglect observed. Please note that the Council is a mandated reporter of child abuse.

You also agree to address any observed licensing violations within the period of time set by the Colorado Department of Human Services Division of Child Care. The Council has an agreement with the Department of Human Services to report any licensing violations observed by our staff members or data collectors that rise to complaint level 0-3, according to the State Department of Human Services Division of Child Care Complaint Investigation Guidelines. Mandatory reporters listed above will notify the appropriate staff at your site if such a report needs to be made and will work with the program on a plan to remedy the problem. The Council reserves the right to suspend or terminate this agreement if serious licensing violations are not addressed as required by the Division of Child Care.

Communication
We each agree to have an active email address and check it regularly. We understand that email is a preferred communication method of the Council. We will respond to both email and phone requests promptly. Please note that *when 3 unsuccessful communication attempts occur related to a specific request, one half hour of coaching time will be billed* (i.e., 0.5 hours deducted from your coaching allocation). At any time, you may contact the Council to request an accurate balance of your coaching hours. Council-provided coaching may be provided face-to-face, over the phone, or through other electronic options.

Scheduling
We agree to be diligent and to be punctual for our meetings so we can make the most of our time together. We will try not to cancel or reschedule out of respect for each other's schedules. If it is necessary to reschedule, we will give one another at least 48 hours' notice. Any coaching visit that is cancelled by the Provider less than 48 hours in advance may be billed at half of the time scheduled for that visit to cover the costs of the Coach's planning time, travel to the site, and/or time required to re-schedule. The hour(s) billed for cancellation will then be deducted from the allocated hours for your program. *If you miss a session, it is your responsibility to initiate contact and reschedule.*

Role of the Coach
The Coach will not be left alone with children while providing onsite QI support. The Early Childhood Program shall not include the Coach in the staffing pattern to meet ratio requirements while they are on site. The Coach, in his or her consultation activities, will not ask the program to violate ratio requirements by asking a teacher to step out of the classroom. The Coach will be cognizant of teacher responsibilities and priorities during debrief, feedback, technical assistance and planning conversations.

Extra time
You are encouraged to contact your Coach(es) between scheduled sessions by e-mail or 'spot calls' (about 5 minutes or so in length) with questions, struggles, thoughts, or just to touch base. These contacts are included in your allocated hours. We enjoy delivering this extra level of service and the extra contact will be beneficial for you. Coaching time may be billed for preparation time spent prior to a coaching session and for individualized follow-up support after a coaching session.

Confidentiality
The Coach(es) recognize that certain information of a confidential manner may be relayed during consulting sessions. The Coach(es) will not, at any time either directly or indirectly, use this

information to benefit the Coach(es) nor disclose said information to anyone else without specific approval of the Provider. This excludes disclosure of child abuse, illegal, and unethical activities. Furthermore, unless you choose to tell others that you are being coached, this information remains confidential.

Termination and Refunds
If one party to this agreement feels wronged by the other, both have the right (and obligation) to let each other know as soon as possible, in order to work things out in good faith. If a conflict between the Coach and the Provider cannot be worked out, there will be an opportunity for the Provider to work with another Coach. Either of us can terminate the Coach-Provider relationship at any time. If we do, we will give each other one week's notice. If you have prepaid for any coaching sessions, which were to occur after the termination, the paid portion will be refunded. If one week's notice is not given, no refunds are due.

Guarantees
It is imperative for you to apply yourself if coaching is to be successful. Our work will sometimes be very purposeful, goal-directed, and dependent on you doing some specific outside work. Other times it will be very broad in scope, requiring time in reflection. Your real growth will come from the processing and steps you take in the time between our sessions. *You have also been made aware that coaching results cannot be guaranteed.* You are entering into coaching with the understanding that you are responsible for your own results. You also agree to hold the Coach(es) free of all liability and responsibility for any actions or adverse results as a direct or indirect result of specific referral or advice given by the Coach(es).

Hours/Fees
Providers may be eligible to receive coaching services from Council through other programs offered by the Council. Your participation in one or more of these Quality Improvement programs may give you access to coaching services provided by Council in-house coaching staff *at no cost to you*. The Council requires on-site coaching appointments to be a minimum of two hours, and encourages longer visits when possible. Any on-site coaching appointment will have a minimum one hour billed.

You may also be receiving additional coaching services from Clayton Early Learning. Their coaching services are subject to a coaching agreement directly with Clayton.

Coaching Acceptance

I confirm that I have read the guidelines listed in the Coaching Agreement and agree to abide by them. As a Provider, I understand and agree that I am fully responsible for my progress during my time of consulting, including my choices and decisions. No guarantees have been made to me as to the expected outcome of my coaching. I am aware that I can choose to discontinue coaching at any time, but that discontinuance of coaching may result in the termination of QI services under this MOU.

General Provisions

I. The following applies to **all Program Recipients**

Program Recipient agrees to:

1. Cooperate with any rating staff and allow **Program Recipient** to be rated, as required, during the course of this MOU.
2. Implement QI activities recommended in the designated QI plan and/or accreditation standards.
3. Maintain facilities properly licensed by the Colorado Department of Human

Services, Division of Child Care.

4. Address any observed licensing violations within the period of time set by the Colorado Department of Human Services Division of Child Care. The Council has an MOU with the Department of Human Services to report any licensing violations observed by Qualistar Colorado staff members, Council representatives, or data collectors that rise to complaint level 0-3, according to the State Department of Human Services Division of Child Care Complaint Investigation Guidelines. Those listed above will notify the appropriate staff at **Program Recipient** if such a report needs to be made and will work with the childcare provider on a plan to remedy the problem. The Council reserves the right to suspend or terminate this MOU and Qualistar Colorado reserves the right to suspend or withdraw a Colorado Shines Rating if serious licensing violations are not addressed as required by the Division of Child Care.
5. Cooperate with any rating staff member or data collector in the reporting of suspected child abuse or neglect observed.
6. Acknowledge that the Council reserves the right to terminate this MOU following performance review and/or evaluation if, in the sole discretion of the Council, **Program Recipient** cannot meet their obligations as outlined in this MOU.
7. It is recommended that **Program Recipient** maintain appropriate general liability and workers' compensation insurance policies. It is recommended that Program Recipient carries at minimum (i) comprehensive general liability insurance in the amount of $1,000,000 combined single limit per occurrence, $2,000,000 general aggregate, no exclusion for sexual abuse, molestation, discrimination or similar offenses, with a minimum coverage of at least $100,000 per occurrence/$100,000 aggregate. (ii) automobile insurance in the amount of $1,000,000 for all hired, non-owned and/or owned vehicles that may transport children. Workers compensation insurance is required for any entity with one or more employees.
8. **Program Recipient** agrees to indemnify and hold the Council harmless from and against all claims arising from **Program Recipient**'s actions in providing early care and education services.
9. In the event that **Program Recipient** is deemed a governmental entity or is a non-profit corporation, the Council understands and agrees that liability for claims for injuries to persons or property arising out of the acts or omissions of such Provider is controlled and limited by a) the Colorado Constitution, the Colorado Governmental Immunity Act (CRS 24-10-101 et seq.), and the Risk Management Act (CRS 24-30-1501 et seq.), or b) the Colorado Revised Nonprofit Corporation Act, (CRS. 7-121-101 et seq.), as the case may be. Any provision (indemnification, hold harmless, insurance or otherwise) of this MOU, whether or not incorporated herein by reference, shall be modified so as to limit any liability of the State, its departments, institutions, agencies, boards, officials and employees to the above-cited laws. Nothing in this MOU is intended by either party to waive any rights under such laws.
10. In the event that **Program Recipient** fails to maintain appropriate insurance coverage, or fails to comply with any of the other terms and conditions set forth in this MOU, the Council shall have the option, in its sole discretion to terminate this MOU.
11. **Program Recipient** agrees to permit the Council to share aggregate data with contractors, partners, and stakeholders as reasonably designated by the Council, and include this data in its database and reports. This may include tracking, sharing and publishing outcome and output QI data on an aggregate and ongoing basis.
12. Cooperate with any Coaches that may be provided to **Program Recipient** as part of their QI program participation. This includes meeting regularly with assigned Coach(es) as applicable, attending <u>all</u> scheduled meetings with the

Coach, and granting **Council** confidential access to **Program Recipient's** Colorado Shines rating report and related materials for the purpose of supporting **Program Recipient** 's QI.

13. Implement QI activities recommended by **Program Recipient**'s assigned Coach and/or Council's QI staff.
14. Understand that the Council QI Staff may conduct site visits as necessary during the course of the fiscal year.
15. Cooperate with any Council Coach or classroom observer in the reporting of suspected child abuse or neglect observed, in accordance with state statute.
16. Submit QI funds requests for reimbursement or requests for direct payments to vendors for approval in accordance with instructions published on ecConnect.ecclacolorado.org.
17. Understand that **Program Recipient** may be required to return any materials purchased within the grant period using QI program funding should **Program Recipient** choose to no longer participate, close their program, or if the entity is sold or moves during the program period.
18. **Program Recipient** will notify Council QI Staff immediately upon learning of a revocation or probationary child care license status. Program understands that such a status does not prevent quality improvement expenditures and coaching on its behalf, but heightens the involvement and authority of their coach in these choices.
19. Coach(es) will not be left alone with children at Program Recipient.
20. The Coach shall not be included in staffing plan to meet teacher-child ratio requirements.
21. All terms and conditions set forth in the **Program Overview, Provider Agreement** and **Coaching Agreement** sections of this MOU.

II. **Council** agrees to:

1. Recognize that certain information of a confidential manner may be relayed during QI coaching and/or consulting sessions. All Council employees and representatives will not, at any time either directly or indirectly, use this information to benefit themselves nor disclose said information to anyone else without specific approval of the Provider. This excludes disclosure of child abuse, illegal, and unethical activities. Furthermore, unless you choose to tell others that you are being coached, this information remains confidential.
2. All terms and conditions set forth in the **Program Requirements Overview** and **Universal Coaching Agreement** sections of this MOU.

III. Dispute Resolution Procedures

1. Participation in Council QI Programs is voluntary and Program Recipient may choose to terminate this MOU at any time with 15 days written notice to the Council QI Staff.
2. Upon termination, Program Recipient may be required to return any materials purchased within the grant period with QI grant funds should Program Recipient choose to no longer participate in, close or if the provider's business is sold or moves during the implementation and participation in the program within 30 days of termination.
3. If at any time, an employee or member of the Board of Directors of Program Recipient has a complaint, concern, or dispute about any aspect of the Council QI Programs (coaching, rating, assessment, or program administration) the person should first discuss the concern with the Professional Development Coach, the rater assigned to Program Recipient and/or the Council QI Staff as applicable.

4. If the complaint, concern, or dispute of the Program Recipient cannot be resolved with the above listed persons, the employee or member of the Board of Directors of Program Recipient may pursue the matter with the Council Executive Director and/or Board. If this avenue does not result in resolution of the matter, the employee or Board member of Program Recipient may take up the matter with the statewide School Readiness QI Staff.
5. If any representative of the Council QI Program has a complaint, concern, or dispute about the fulfillment of obligations made by the Program Recipient under this MOU, the Council QI Staff will first discuss these concerns with the Program Recipient Director. If the complaint, concern, or dispute is not resolved to the satisfaction of the Council QI Staff, s/he or he may request a meeting with the Program Recipient representative, the Council Executive Director, and/or representatives from the Council QI Program funding entity.
6. All complaints, concerns, or disputes of every kind and nature between the parties to this MOU arising out of or in connection with this MOU, if not resolved through the process described above, shall first be mediated by a mediator agreed upon by the parties; The rest does not apply to providers affiliated with a university and, if not resolved, the complaints, concerns, or disputes shall be submitted to arbitration pursuant to the following procedures:
   a. Any party desiring arbitration shall submit such demand in writing, which demand shall include a list from the American Arbitration Association of the names of possible arbitrators. The parties shall take turns striking the name of an arbitrator until only one name remains. The remaining arbitrator shall be retained to arbitrate and finally resolve the dispute.
   b. The arbitrators may award to the successful party in the arbitration a reasonable sum for the successful party's attorney's fees, together with costs of the arbitration.
   c. The arbitration hearing shall be held at:
      Gunnison Hinsdale Early Childhood Council, 225 N. Pine Street, Gunnison CO.
      or as otherwise agreed to by the parties.
   d. The arbitration rules and procedures of the American Arbitration Association shall be utilized in the arbitration hearing and the law of evidence of the State of Colorado shall govern the presentation of evidences of such hearing.
   e. An award rendered by the arbitrator appointed under and pursuant to this MOU shall be final and binding on all parties to the proceeding during the period of this MOU, and judgment on such award may be entered by either party in the highest court, state or federal, having jurisdiction.

This MOU may be modified with the written consent of all parties.

My signature certifies that I have reviewed the **Program Overview, Provider Agreement, Coaching Agreement, and General Provisions** sections of this MOU and understand and agree to all terms and conditions.

Matthew Birnie, Gunnison County Manager Date

J. J. Kennedy 11/28/15

Jennifer Kennedy, Gunnison Watershed School District RE1J Lake School Date