

Suring Public School District

411 E. Algoma Street
PO Box 158
Suring, WI 54174

920-842-2178



Dr. Paul J. Orlich
Superintendent

Benjamin Kessler
4K-12 Principal

Michelle Pendl
Director of Special Education

Child Care Services Request for Proposal (RFP)

Issue Date: April 12, 2023

Due Date: May 19, 2023

Board Approval Date: May/June 2023

Contract Begin: 2023-2024 School Year

Submit Responses to:

Suring Public School District

Attn: Dr. Paul Orlich

Superintendent

411 East Algoma Street

Suring, WI 54174

Proposals:

All proposals and information requested must be received by the Suring Public School District no later than **4:00 p.m. on Friday, May 19, 2023**. Each party submitting a proposal must provide a PDF version via email with a subject line of “Proposal for Child Care” and shall clearly identify the party submitting the proposals.

Please submit proposals by certified mail or hand-delivered to:

Dr. Paul J. Orlich, Superintendent

orlipa@suringk12.org

- A. The School District reserves the right to reject any or all proposals or portions thereof, and to accept any proposal or portions thereof, which may be the most advantageous to the School District.
- B. The School District reserves the right to negotiate certain points of the final contract.
- C. Parties submitting a proposal may submit additional information and data they believe to be helpful to the School District in the evaluation process.

Questions and Additional information:

Inquiries concerning the request for proposal must be made no later than Friday, May 5, 2023 at 4:00 p.m. to:

Dr. Paul J. Orlich, Superintendent

orlipa@suringk12.org

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INSTRUCTIONS:

1. All proposals shall be submitted in PDF format to:
Dr. Paul J. Orlich, Superintendent
orlipa@suringk12.org
2. Parties wishing to have a tour of our facilities may request such by contacting Paul Orlich, Superintendent.
3. The selection of a finalist will be based on the categories listed in the checklist. The Superintendent or administrative team may interview those submitting proposals prior to making a recommendation to the School Board.
4. The School Board reserves the right to reject any or all proposals or portions thereof and to accept any proposal or portions thereof that may be the most advantageous to the District.
5. All parties submitting proposals shall submit the names and addresses of principal owners and officers of their company.
6. All parties will furnish references.
7. All parties shall provide information of their safety policies and procedures.
8. All parties shall provide a copy of current licensure.
9. All parties shall provide a copy of their liability insurance certificate.
10. All parties shall provide information on pending or past legal claims against the contractor.
11. All parties will provide their mission statement and a written statement describing their organizations' history, programming and services as applicable.

PROPOSAL CHECKLIST

1. Mission statement and narrative.
2. List of names and addresses of principal owners and officers
3. Multiple references
4. Safety policy and procedures
5. Non-discrimination statement
6. Copy of licensure
7. Liability Certificate of Insurance
8. Summary of legal claims

Suring Public School District
AGREEMENT WITH THE
CHILD LEARNING CENTER, INC.

THIS AGREEMENT ("Agreement") is made this 1st day of July, 2023 effective immediately through and inclusive of June 30, 2025 by and between **the Board of Education of the Suring Public School District**; 411 East Algoma St. Suring, Wisconsin, 54174, ("District") and theXXXXXXXXXXXXXXXXXXXXXXXXXXXX ("Learning Center").

WHEREAS, the District wishes to accommodate families within its school district with a need for before and after school care for their children; and

WHEREAS, Wis. Stat. § 120.125 requires that Wisconsin school districts provide reasonable available space for purposes of qualified before and after school care programs; and

WHEREAS, the Learning Center is a qualified provider of before and after school care and desires to continue the provision of before and after school care and summer/school vacation weekday care or other emergency care for District families; and

WHEREAS, the District will provide and maintain facilities for the use of its students at the District's Elementary School for the purpose of operating a before- and after- school child care and summer/school vacation weekday child care: and

WHEREAS, the District desires that the Learning Center manage said facilities for the child care program on the District's premises and the Learning Center wishes to accept such responsibility upon the terms, provisions and conditions herein contained:

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the District and the Learning Center as follows:

I. **TERM.** This Agreement shall commence on July 1, 2023 and terminate on June 30, 2025, unless terminated earlier as set forth in Section XX below.

II. **USE AND OPERATION.**

A. The Learning Center shall manage and be responsible for all before- and after-school child care activities (the "Day Care Program") at the District's Elementary School.

B. The Learning Center will work collaboratively with the District and staff toward successful achievement of the Learning Center's goals.

C. The services to be provided by the Learning Center under this Agreement (collectively "Services") shall include, without limitation:

1. Coordinator. The Learning Center shall provide one (1) full time Learning Center Coordinator for program development, implementation and supervision of staff for 40 hours or more per week for each contract year.

2. Personnel. The Learning Center is responsible for providing staffing of all personnel necessary to provide all services and duties related to its programs at ratios required by law for licensed day care programs. The Learning Center shall provide adequate and properly licensed personnel to control and supervise its programs. The days, hours, and number of staff will vary according to the needs of the program but shall be in accordance with state law and the Learning Center shall not enroll more children in its programs than it has capacity to properly and safely control and supervise. The Learning Center represents and warrants that staff hired by the Learning Center shall be highly trained in childcare, development, and effective strategies of interacting with children. The Learning Center is responsible for appropriate supervision and guidance provided to staff. The Learning Center will require that all employees hired for the Day Care Program undergo a criminal background check, conducted by and at the expense of the Learning Center, prior to placement for employment. Appropriate and adequate procedures for ensuring the safety and welfare of the children shall be evident in the operational plans of the Learning Center.

3. The Learning Center is solely responsible for payment of all compensation, including wages, salaries, and other benefits to its staff. Under no circumstances shall an employee or contractor of the Learning Center be considered an employee or contractor of the District.

4. The Learning Center shall utilize the facilities described in the Agreement to provide before- and after-school care programs for elementary school students. The days and hours of staffing shall vary according to the needs of the Learning Center but shall be sufficient to provide care for students from 6:00 a.m. to 7:45 a.m. and from 11:00 a.m. to 6:00 p.m. during the weekdays. This program will follow the school year calendar, and it will operate weekdays 6:00 a.m. to 6:00 p.m. all summer. It is expected that parents will have care options for school days, including early release days, when school is not in session during the school year, and summer vacation days, with the possibility to add additional non-school or emergency days upon the express written agreement of the Parties. The Learning Center will be expected to work with the District's elementary principal for all space, needs, changes and requests.

5. Provision of other services and deliverables as further set forth in this Agreement.

D. Clients. The Learning Center Day Care Program will serve children from 3K to fifth grade and will provide Services for a range of hours for each family.

E. Program. The purpose of the Day Care Program is to provide a safe, quality childcare option to parents of the District. To accomplish this purpose, the Learning Center will offer developmentally appropriate materials, equipment and activities for students enrolled. Children will have the opportunity to work on homework assignments with assistance provided by the Learning Center staff.

F. Reporting. The Learning Center will keep attendance daily and provide an attendance report to the District Office on a quarterly basis. A self-evaluation will be completed by the Learning Center in the Spring of 2024 and 2025. A parent and student survey will be disseminated in the beginning of each calendar year. The results of this evaluation will be shared with the District Office and will be used in planning to determine Agreement extensions, if any. All areas of concern will be discussed directly with the Learning Center through the District Office representative or school principal. Positive comments will be shared in the same way.

G. Items to be provided by the District. The Learning Center provider will be given a voicemail box for receiving phone calls. Additionally the District phone will be made available for out-going calls. The District will provide follow up janitorial care for major spaces and restrooms. The Learning Center will be allowed to distribute information to parents through the students take home folder and will be included in information given to students, families and staff.

H. Services to be provided by the Learning Center. The Learning Center is responsible for hiring and supervising the staff and the curriculum content of the program. The Learning Center will furnish all necessary staffing, materials, and management to operate the program effectively.

I. Tuition Payment by Parents/Guardians. The Learning Center will enroll all children and be responsible for collection/record maintenance of all tuition fees due and collected.

J. Transportation. The District shall not be responsible for providing students with transportation to or from the before- and after- school care program, unless otherwise required by law.

K. Non-Exclusivity. Nothing in this Agreement shall prevent the District from entering into similar agreements with other providers or parties for similar services, or from providing such service itself, at the same time and in the same building.

III. COSTS

The Learning Center shall be responsible for all actual incremental costs incurred by the District as a result of the Learning Center's before- and after-school care program. The Learning Center and the District agree that the cost for facility use shall be \$500.00 (negotiable) per month. The Parties agree that this charge shall be sufficient to reimburse custodial, utility, and all other costs. The District shall invoice the Learning Center for such charges monthly, and the Learning Center shall make payment by the first of every month. The Learning Center shall be responsible for and provide all materials and supplies relating to the Learning Center's before- and after-school care program. The District shall not provide or be responsible for providing any materials or supplies for the before- and after-school care program.

IV. INDEPENDENT CONTRACTOR STATUS

The parties intend that the Learning Center shall act as an independent contractor in the performance of this Agreement, and shall retain complete control over its agents and employees. The District acknowledges and agrees that the Learning Center and its employees may engage directly or indirectly in such other businesses and ventures, as are not prohibited under any agreement between the Learning Center and the District. The Learning Center is not to be considered an agent, employee, or representative of the District, and the employees of the Learning Center are not entitled to any of the benefits that the District provides for its own employees. The District assumes no responsibility for the Learning Center programs or the acts of its employees, agents, or representatives. The District is interested only in the results to be achieved: the conduct and control of the work shall lie solely with the Learning Center.

V. STANDARDS AND LICENSURE DOCUMENTATION

A. The Learning Center assumes full legal responsibility to assure that the Learning Center is meeting the standards for licensed child care centers established by the Department of Health and Family Services, HSF 46 Licensing Rules for Group Child Care Centers, to the extent such HSF Rules are applicable, or any other federal, state, or local laws, regulations, or licensing standards required for child care centers.

B. The Learning Center shall abide by all DPI Standards, State Statutes, State Day Care Licensing (to the extent it may be applicable), and all federal and local laws, regulations, and ordinances set by any federal, state, or local agency which may have regulatory or administrative control over the District's facilities or the Learning Center's activities, and all District, Board, and Elementary Building Policies and Procedures, including safety and security rules and procedures.

C. To the extent it may be applicable, the Learning Center is assuming the legal responsibility to assure that the Learning Center Day Care Program is meeting the standards for licensed child care centers established by the Department of Health and Family Services, HSF 46 Licensing Rules for Group Child Care Centers and its staff, and will provide copies of said licensure to the District.

D. The Learning Center must be licensed and must comply with all applicable state and federal laws and regulations, including those of the state governing program. It will obtain and thereafter maintain all necessary licenses from the state and any other applicable authority in order to operate a child care program in the state. The Learning Center agrees at all times to operate the Day Care Program in accordance with these licensing requirements. The District shall have no responsibility whatsoever for maintaining said licensure or for operating the Day Care Program in compliance therewith.

VI. PREMISES AND EQUIPMENT

A. Facilities and Location. The District will provide and the Day Care Program will operate in a classroom within the District's Elementary School, subject to change in the sole discretion of the District, provided such change in facility and/or location shall occur only after the District has provided the Learning Center with ninety- (90) days' written notice.

That space shall be approximately 1,600 square feet. The space will include access to a restrooms. The District's gym space will be allowed to be used by the Learning Center when available, with first priority for use remaining with the District. The Day Care Program shall have access to the outdoor playground area during its hours of operation, provided such use does not conflict with use by the District. Storage will be provided to the extent possible. In addition, space will be allocated for storage units if necessary.

Keys and access to the facilities shall be provided by the District to the Learning Center. The Learning Center shall have the right to use entrances and hallways necessary to allow the program access to the District's facilities, as well as restroom facilities. Parking facilities shall be available for use by the employees, agents, and visitors of the Learning Center, but such parking access shall not be exclusive and shall be jointly with the District, its employees, board members, agents, representatives, members of the public, and other providers, and shall be subject to such rules and regulations as the District may prescribe.

B. Equipment. The District shall furnish to the Learning Center furniture and equipment, as shall, in the opinion of the District, be necessary to provide the Services under this Agreement.

1. The Learning Center shall take reasonable and proper care of the equipment furnished by the District and shall return it in good condition to the District at the termination of this Agreement allowing for ordinary wear and tear.

The Learning Center shall be responsible for the care, custody, control, supervision, and security of its employees, agents, students, and visitors.

The Learning Center shall leave all areas used by it in a clean and organized state at the end of the day, including sponging off tables, cleaning floors free of debris and crumbs, and bathrooms clear of clutter and standing water. The Learning Center will pay any costs, including maintenance, incurred by the Learning Center for damage to school property caused by negligence or custodial costs incurred when custodial personnel are not scheduled to be in the building.

2. The District, at its own cost and expense, shall maintain and keep in good repair the premises and equipment supplied hereunder for the Learning Center's use and shall from time to time furnish additional equipment as requisitioned by the Learning Center and approved by the District and replace such articles as may become worn, broken, used, lost or otherwise disposed of in the operation of the facilities.

The District shall furnish to the Learning Center all light, heat, power, hot and cold water, telephone services, and trash and garbage disposal necessary for the performance of this Agreement.

The Learning Center shall make no alterations or additions to the fixed equipment and building structure of the District without the prior written approval of the District.

C. Compliance. Premises and the equipment furnished for the performance of this Agreement shall comply with all applicable building, sanitation, safety and health laws, ordinances, rules and regulations, including Occupational Safety and Health Act of 1970 (OSHA) or applicable state OSHA Act and the standards promulgated thereafter. The Learning Center shall take reasonable and proper care of premises and equipment in its custody and control and shall use them in a manner which will not cause violation of said laws, ordinances, rules and regulations, including reporting and record keeping requirements. The District shall make any repairs, alterations, modifications or replacements necessary to correct conditions in its sanitation, health or safety law, ordinance, rule or regulations.

D. Maintenance. The District shall provide the services of its maintenance staff when required for proper maintenance of the facilities.

E. The District reserves the right to establish reasonable regulations with respect to safety, sanitation and maintenance of premises and equipment occupied or used by the Learning Center in their performance of this Agreement and the Learning Center agrees to comply with such regulations.

VII. NAME RECOGNITION

All promotional materials and information representing the Learning Center shall be worded as follows:

Suring Kids Campus (negotiable)*

VIII. INSURANCE

A. The Learning Center agrees to furnish and maintain the following insurance policies for itself at all times during the term of this Agreement. The Learning Center shall furnish the District (Attn: District Superintendent) a certificate, in form satisfactory to the District, from an insurer acceptable to the District in its sole discretion that the following forms of insurance coverage are in force, stating policy numbers, dates of expiration and limits of liability, and providing that the insurance will not be cancelled or changed except upon thirty days' written notice to the District. All certificates of insurance shall contain a clause providing that the District and its board and employees' are added as additional insureds. The Learning Center's failure to procure or maintain insurance shall not affect its liability for damages or indemnification. The required insurance shall include the following:

1. Unemployment compensation insurance as required by Wisconsin law.
2. Commercial general liability insurance with a combined single limit of not less than \$3,000,000.

- a. The Commercial General Liability shall cover premises, operation, contractual liability and personal injury (false arrest, false imprisonment, and malicious prosecution, defamation of character, libel or slander) as follows:

\$1 million General Aggregate

\$1 million Personal Injury

\$1 million Each Occurrence

- b. Umbrella liability
\$1 million Each Occurrence

- c. Workers' Compensation coverage shall be maintained in accordance with applicable legal requirements.

B. All policies referred to above shall: (1) be placed with insurers licensed to do business in Wisconsin having an A.M. Best guide rating no less than A VIII and an S&P rating of no less than A; (2) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the District; (3) set forth an explanation as to any exceptions of the terms specified; and (4) contain an obligation of the insurers to notify the District by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination of any such policy. The Learning Center shall deliver to District certificates of such insurance within ten (10) days of execution of this Agreement and before the commencement of performing any services hereunder.

C. If the Learning Center fails to obtain or maintain in force any insurance required under this Agreement and the Learning Center does not cure such default within twenty-four (24) hours after written notice by the District to the Learning Center specifying the nature of such default, then the District has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Learning Center, and all outlays by the District shall be immediately paid by the Learning Center to the District.

D. The insurance coverages and limits required under this Agreement are designed to meet the minimum requirements of District. They are not designed as a recommended insurance program for the Learning Center. Meeting these minimum requirements does not relieve the Learning Center of its obligations under any other provisions of this Agreement.

IX. INDEMNIFICATION

The Learning Center shall be liable to the District for any damage to property in the operation of the before- and after-school child care program. The Learning Center assumes full liability for all its acts or omissions in the performance of Services by the Learning Center. The Learning Center shall defend, indemnify and hold harmless the District from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including attorneys' fees arising out of the intentional and negligent acts, omissions, or neglect of the Learning Center or its agents or employees with respect to its performance of Services under this Agreement or otherwise including, without limitation, liability for property damage or personal injury without regard to any claim of contributory or comparative negligence on the part of the District. This general indemnification shall not be construed as limiting or qualifying other indemnification rights available under law. All rights are reserved. The foregoing notwithstanding, the District is not waiving, and reserves all rights regarding, any of the immunities or limitations available to it under s. 893.80 of the Wisconsin Statutes. The scope of indemnification hereunder shall be construed as broadly as allowable under the laws of the State of Wisconsin and shall include indemnification for all

costs incurred by the District as a result of any claim subject to indemnification hereunder including, without limitation, attorney fees.

X. ASSIGNMENT

Neither the Learning Center nor the District shall assign this Agreement, in whole or in part, without the consent in writing of the other party.

XI. TERMINATION

A. Either party may terminate this Agreement without cause at any time after the Agreement has been in effect for one (1) year, by giving not less than ninety- (90) days prior written notice to the other party of the intention to terminate this Agreement and the specific termination date.

B. This Agreement may be terminated by the District at the end of a school year if the District's Board of Education intends to provide child care for the students in the elementary school or intends to solicit other child care providers to provide services during the following school year.

C. The District may review and terminate this Agreement at any time, upon 30 days' prior written notice to the Learning Center, if the Learning Center fails to comply with any of the terms and conditions of this Agreement.

D. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

XII. FORCE MAJEURE

Neither the Learning Center nor the District shall be liable for the failure to perform their respective obligations under the Agreement when such failure is caused by, indirectly or directly, forces beyond its control, including, without limitation: fire, explosion, water, act of God or inevitable accident, civil disorder or disturbance, strike, vandalism, war, riot, sabotage, work stoppages (actual or threatened), loss or malfunctions of utilities, communications, or computer services, weather and energy related closing, governmental rules or regulations, advisories, guidelines, or quarantine, including stay-at-home/safer-at-home orders, World Health Organization or Centers for Disease Control and Prevention alerts and guidelines, epidemic, pandemic, or disease in the region the Day Care Program is located; any act or occurrence creating a significant risk to the health or safety of individuals covered by this Agreement; or similar causes beyond the reasonable control of such party, nor for real or personal property destroyed or damaged due to such causes.

XIII. RELIGIOUS INSTRUCTION

The Learning Center shall not provide religious instruction or permit religious instruction practices to be conducted during the before- and after- school care program.

XIV. NOTICES

All notices or other writings required to be given under this Agreement shall be sent to the parties at the following addresses (including e-mail addresses if return receipt is requested), or to each party at such other address as shall be designated by such party in a written notice to the other party in accordance with this section. All notices and other writings shall be effective when deposited in the mail or sent by e-mail with documentation of transmittal and opening.

If to District:

Superintendent
Suring Public School District
District Office
411 East Algoma St.
orlipa@suringk12.org

If to Learning Center:

Administrator

XV. GENERAL PROVISIONS

A. No Conflict. The Learning Center represents and warrants that it has no obligations to any third party which will in any way limit or restrict his ability to provide services to the District hereunder. The Learning Center agrees that it will not disclose to the District, nor make use in the performance of any work hereunder, any trade secrets or other proprietary information of any third party, unless the Learning Center may do so without incurring any obligation, past or future, to such third party for such work or any future application thereof.

B. Entire Agreement. The terms, provisions, covenants and conditions herein contained constitute the entire agreement between the Learning Center and the District and may not be altered, modified or amended except by a subsequent writing signed by both parties.

C. Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provide that such invalidity does not materially prejudice either the District or the Learning Center in their respective rights and obligations contained in the valid terms, covenants or conditions.

D. No Waiver. A waiver of any failure under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. This Agreement supersedes all prior negotiations, representation or agreements. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation.

E. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same instrument.

F. Governing Law. This Agreement shall be construed in accordance with, and its performance shall be governed by, applicable laws in effect in the State of Wisconsin without regard to the law of conflicts. Any claim, lawsuit, or proceeding filed in relation to this Agreement shall be venued exclusively in the courts of Manitowoc County, Wisconsin, and each party waives any and all defenses related to forum *non conveniens*.

G. Sole Authorship. The Parties acknowledge that this Agreement shall not be construed against either party on grounds of sole authorship. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed upon in writing and signed by the authorized representative of each Party hereto.

H. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Suring Public School District

THE Child Care Provider

BOARD OF EDUCATION

By: _____

Board President

By: _____

Administrator

Date: _____

Date: _____

By: _____

Board Clerk

Date: _____