

INTERGOVERNMENTAL AGREEMENT BETWEEN  
WESTMINSTER PUBLIC SCHOOLS AND  
THE ADAMS COUNTY BOARD OF COMMISSIONERS FOR  
THE ADAMS COUNTY HEAD START PROGRAM

THIS AGREEMENT is made this 14<sup>th</sup> day of June, 2016, between Westminster Public Schools ("WPS") and the Adams County Board of Commissioners for Adams County Head Start ("Head Start"). Collectively, the above parties will be referred to as "the Parties".

WHEREAS, WPS, as a political subdivision of the State of Colorado, operates Mesa Elementary School at 9100 Lowell Blvd., Westminster, CO 80031 ("the Elementary School").

WHEREAS, Head Start wishes to occupy classroom space (the "Classroom") at the Elementary School, the specific location of which shall be identified herein. Such Classroom will serve as the location of the Adams County Head Start preschool.

WHEREAS, WPS desires to allow Head Start to occupy classroom space for Head Start preschool.

NOW THEREFORE, in consideration of the mutual promises and obligations of the parties, as set forth below, the Parties hereby enter into this agreement under the following terms and conditions:

1. Term of Agreement. WPS hereby grants Head Start permission to use the Classroom for preschool services for a term of one-year concurrent with the WPS's 2016-2017 academic school year. This Agreement may be renewed annually if Head Start provides notice of intent to continue not less than sixty days prior to the last day of the WPS's academic school year. This Agreement may be terminated by WPS with or without cause, by giving one hundred twenty days written notice to Head Start. However, if at any time, should the required child care license fall out of good standing with the Colorado Division of Child Care, this Agreement shall be terminated immediately.

In the event of termination due to Head Start's failure to maintain appropriate licensure, Head Start shall remove any and all of its equipment and possessions from the Elementary School within thirty days.

2. Use of Classroom by Head Start. Head Start shall use and occupy the Classroom solely as a preschool in accordance with any and all rules and regulations regarding the operation of preschools imposed by any governmental body or entity having jurisdiction over the classrooms and Head Start's operation of the preschool. Head Start shall not use or occupy the Classroom in any manner reasonably considered objectionable by WPS. Without limiting the generality of the foregoing, Head Start shall be permitted to:

- a. Obtain and maintain in good standing a child care license through the Colorado Division of Child Care for the operation of a child care center on the school premises.

- b. Operate a preschool program for children three through five years of age.
  - c. Operate the preschool between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday. Head Start will operate its program on the same calendar as the School District and will follow the building and District 50 school closure schedule. Head Start shall not be permitted to use the Classroom on days when the Elementary School is not open without consent from WPS, which consent shall not be unreasonably withheld. If Head Start wishes to use the Classroom to provide services on days when the Elementary School is not open, it shall provide a written request to the WPS at least two weeks in advance of the requested date.
  - d. Schedule occasional parent meetings, parent conferences and other preschool related programs during weekday evenings. If conferences or other events need to be scheduled during the day, Head Start shall align its events with the existing Elementary School schedule or work with WPS to make specific alternative arrangements.
  - e. Use other parts of the Elementary School for preschool related purposes, as needed, with advance written permission at least 48 hours in advance from the principal and so as not to interfere with other Elementary School and/or WPS activities.
  - f. Utilize meeting space in the Elementary School for parent meetings, screenings and consultation as approved in advance by the principal.
3. WPS will provide Head Start with:
- a. Custodial services equivalent to what the other classrooms in the Elementary School receive. Head Start agrees to pay 10% of the custodial salary and benefits for the custodian who cleans the Classroom. This amount shall be paid monthly by Head Start to WPS at a rate to be determined by August 1 of each year.
  - b. Emergency message services.
  - c. Access to the school copier/fax/printing as a part of the Elementary School's printing processes. Head Start shall provide its own copy paper and shall utilize a copy/printing code to determine overall usage of the copy machine. At the end of each month, WPS will invoice Head Start for its overall usage of the copy machine as determined by a copy code report.
  - d. Utilities, routine maintenance and trash removal.
4. Head Start shall not use or keep any substance or material in or about the Elementary School that may prove offensive or annoying to persons at the Elementary School, including, but not limited to, hazardous materials.
5. Head Start students will be transported to and from school by their parents on a daily basis. If a student needs special transportation due to special education services, this will be determined prior to the student starting school with Head Start administration and WPS Special Education department.

6. Head Start is permitted to store perishable food in a refrigerator/cooler that it will provide for the Classroom. Non-perishable foods can be stored in the Classroom in appropriately sealed containers. Head Start staff is permitted to serve food in the Classroom in a "family style" format. Head Start is responsible for meeting all Health and Human Service regulations regarding the delivery, storage, and serving of food products.

7. Classroom Designation. WPS will designate the specific room in the Elementary School to be used by Adams County Head Start by August 1 of each year and WPS will notify Head Start of such designation. For the 2016-2017 school year, the classroom designation is as follows:

Elementary School Classroom: 35

- a. *Note: Once a classroom has been designated for Head Start use, WPS will, to the extent possible, provide the same classroom to Head Start on an annual basis. If such classroom becomes unavailable, WPS will provide a comparably equipped classroom, subject to the specific terms of this Agreement.*
- b. WPS will provide a meeting space in the Elementary School for the Head Start staff to meet with parents for screenings and other parent meetings. This space will be agreed upon by Head Start and WPS at the beginning of each school year, and Head Start will provide the building administration a monthly calendar to request usage of that space.

8. Employees:

- a. Head Start shall provide and pay a staff of qualified early childhood employees assigned to duty at the Elementary School for efficient operation of the program.
- b. Head Start shall comply with all wage and hours of employment requirements of federal and state laws. The County shall be responsible for supervising and training personnel. Supervision activities include employee and labor relations, personnel development, and hiring and termination of all Head Start staff.
- c. Head Start shall provide Worker's Compensation coverage for its employees, as required by law.
- d. Head Start shall instruct its employees to abide by the policies, rules, and regulations with respect to the use of WPS's premises as established by WPS and which are furnished in writing to Head Start.
- e. Head Start shall maintain its own personnel and fringe benefits policies for its employees, subject to review by WPS.
- f. Head Start shall assign to duty on WPS premises only employees who meet appropriate Child Care Licensing regulations.
- g. Head Start shall reassign any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of

the students, provided such request is not in violation of any federal, state, or local employment laws. In the event of the removal or suspension of any such employee, Head Start shall immediately restructure its preschool staff to avoid disruption of service.

- h. Head Start shall cause all of its employees assigned to duty on WPS premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to the WPS upon request.
- i. All Head Start and WPS personnel assigned to the Head Start program in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the classroom and appropriate building areas. All Head Start staff in the school will be included in all school emergency drills and procedures.
- j. To the extent and in the manner required by state and federal law and the Colorado Division of Child Care, Head Start shall perform a security (background) check on any Head Start employee that will be working in the Elementary School. Head Start shall not employ any person to perform services under this Agreement who has been convicted of, has pled guilty or nolo contendere to, or has received a deferred sentence or deferred prosecution for a felony or misdemeanor crime involving unlawful sexual behavior for unlawful behavior involving children and shall make such investigation in that regard as required of a school district under Sections 22-32-109.7 and 22-32-109.8, Colorado Revised Statutes.

9. Registration Process: On an annual basis, staff from the WPS and Head Start will work collaboratively to enroll students in order to maximize efficiency and ensure that all programs receive the appropriate amount of students who qualify for programming. No student will be enrolled at any site without moving through the predetermined registration process. This process will be collaboratively determined by the School District and Head Start in the spring of each school year.

10. Child Care Licensing: Head Start shall maintain a child care license in good standing with the Colorado Division of Child Care prior to commencing preschool services. If this license should fall out of good standing, this will be reviewed and the contract between Head Start and WPS may be immediately revoked.

11. Supervision. Head Start shall be responsible for providing complete and adequate supervision of the Classroom and all activities related to its use. Procedures with respect to Elementary School entry for parents will be arranged with Head Start staff and WPS prior to each school year. Such procedures shall include (but not be limited to) such items as student drop-off, pick-up, late parents, parking lot and outdoor supervision, etc. Such supervision shall be subject to review by WPS.

12. Liability. Head Start assumes the liability for the supervision and safety of all students and family members in its programming. Head Start shall provide proof of liability insurance prior to obtaining occupancy of the elementary classroom as well as a

completed WPS Facility Use contract and corresponding paperwork on an annual basis for its use of the Elementary School.

13. Parking. The School District will not assign parking to Head Start at the Elementary School. The Elementary School has a parking lot that the employees and invitees of Head Start may use.

14. Telephone/Internet Service. WPS will supply telephone and internet service for the Classroom as a part of the overall technology support system in the Elementary School. Head Start staff will be required to sign the WPS Network Acceptable Use policy acknowledgment form prior to beginning work at the Elementary School. Head Start is wholly responsible for providing any computer hardware necessary for Classroom and staff use and making appropriate upgrades to such equipment as necessary.

15. Equipment Usage. For the purposes of this agreement, WPS will supply appropriate playground equipment that meets the National Primary Standards for Playground Equipment. All equipment installed must meet WPS playground standards as well as Child Care Licensing standards and must be approved by WPS prior to installation. In addition, Adams County Head Start will work with the CO Division of Child Care and WPS to amend this agreement if Licensing determines any other facility needs while in the annual licensing process. All ongoing maintenance of the playground materials shall be the responsibility of WPS.

16. Insurance. Head Start shall maintain at all times during the term of this Agreement, the minimum dollar amounts of insurance coverage as set forth in C.R.S. § 24-10-101, *et seq.*, as now or hereafter amended for the Elementary School. WPS shall be named as an additional insured under the policy(s). Head Start shall provide to WPS certificates of insurance evidencing such coverage. Such insurance shall provide that thirty (30) days written notice shall be given to WPS prior to cancellation or material changes in the policy. Certificates are to be delivered to WPS at the time of execution of this Agreement. Cancellation provisions shall be confirmed by written endorsement to the policy.

17. Notice. All notices to or other communications required, or permitted by this Agreement, shall be deemed given as and when such written notice or other written communication is personally delivered or mailed by registered or certified mail, return receipt requested as follows:

**Head Start:**

Adams County Head Start  
c/o Isebel Arellano  
7111 East 56<sup>th</sup> Avenue  
Commerce City, CO 80022

**Westminster Public Schools:**

Westminster Public Schools  
c/o James Duffy  
6933 Raleigh St.

18. Sublease. Head Start shall not sublet any part of the Elementary School, and shall not assign this Agreement or any interest therein without the written consent of WPS. The parties agree that the Classroom shall be used exclusively for Head Start preschool services and no other activities are allowed under this Agreement, whether such activities are governmental, for profit or non-profit.

19. Access. WPS shall have the right to enter the Classroom at any reasonable hour to inspect and observe the Classroom for any purpose that comports with this Agreement. Head Start staff will be given key access to the Classroom during the working hours of the school. If County staff needs to access the Classroom on off hours, this must be arranged through the building principal in writing.

20. Default. If Head Start is in default under any provision contained in this Agreement, it shall be lawful for WPS to declare the Agreement terminated. If, at any time, this Agreement is terminated under this paragraph, Head Start shall peacefully surrender the Classroom to WPS immediately upon termination. The foregoing does not waive or limit WPS's recovery of damages or remedies in law or in equity.

21. Attorney's Fees. In the event of any dispute arising under the terms of this Agreement and in the event the matter results in litigation, the party prevailing in such litigation shall be entitled, in addition to other damages or costs, to receive its reasonable attorney's fees from the other party.

22. Condemnation. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to WPS hereunder, and Head Start waives all right to any such payments.

23. Rules, Regulations and Ordinances. Head Start shall comply with all codes, rules regulations, laws, and ordinances whether municipal, state or federal. Head Start will expressly notify its personnel that no smoking, use of tobacco products or illegal drugs and no drinking of alcoholic beverages are allowed at any WPS facility.

24. Supplies and Equipment. Head Start shall be responsible for supplying all necessary equipment and supplies in connection with Head Start's instructional use of the Classroom. WPS will supply necessary supplies such as light bulbs.

25. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Colorado.

26. Waiver of Rights. Failure of any party to exercise any right or remedy hereunder shall not impair any of its rights nor be deemed waived thereof and no waiver of any of its rights shall be deemed to apply to any other such rights nor shall such waiver be effective unless in writing and signed by the Parties.

27. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all other agreements or communications, either oral or written, between the Parties hereto with regard to its contents. This Agreement may only be amended or modified in writing and signed by the Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement to be effective as of the date first above written.

Westminster Public Schools

Attest:

Dr. Pamela Swanson Superintendent 6/14/2016  
District Official's Signature and Title Date

\_\_\_\_\_  
County Official's Signature and Title  
Board of County Commissioners,  
Adams County, Colorado  
Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Clerk, Adams County

Approved as to Form

\_\_\_\_\_  
Adams County Attorney's Office