

ATTACHMENT A

General Terms and Conditions

Relationships of the Parties

1. **Independent Contractor:** The Provider is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Provider represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Lead Agency.
2. **Subcontracting:** The Provider shall not subcontract any of the work contemplated under this Contract.
3. **Assignment:** No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the Lead Agency may (a) forward the Provider's payment checks directly to any person or entity designated by the Provider, or (b) include any person or entity designated by Provider as a joint payee on the Provider's payment checks. In no event shall such approval and action obligate the Lead Agency to anyone other than the Provider and the Provider shall remain responsible for fulfillment of all contract obligations.
4. **Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Lead Agency and the named Provider. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Lead Agency and Provider that any such person or entity, other than the Lead Agency or the Provider, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

5. **Indemnification:** The Provider agrees to indemnify and hold harmless the Lead Agency and Durham County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Provider in connection with the performance of this Contract to the extent permitted by law.
6. **Insurance: (Applicable Only to Private Providers)** During the term of the Contract, the Provider agrees to furnish workers' compensation insurance as required by North Carolina law and employer's liability insurance and commercial general liability insurance as may be required to protect the Lead Agency and Durham County against claims which may arise from the Provider's performance. Providing and maintaining adequate insurance coverage is a material obligation of the Provider and is of the essence of this Contract. All such insurance shall be obtained from companies that are authorized by the Commissioner of Insurance to provide such insurance in North Carolina. The Provider shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The

limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under this Contract.

Default and Termination

7. Termination for Cause:

- (a) If the Provider substantially fails to comply with a material requirement of this Contract, the Lead Agency shall give the Provider written notice of default and shall give the Provider at least 5 calendar days to cure the default. If the Provider fails to cure the default to the Lead Agency's satisfaction by the specified deadline, the Lead Agency shall have the right to terminate this Contract by giving written notice of termination to the Provider. The termination shall be effective on the date specified in the written notice.
- (b) This Contract shall be terminated immediately upon:
 - (1) Substantiation by DCDEE of an allegation of child maltreatment that jeopardizes the health or safety of children enrolled in the Program, as specified under Section 7B of the NC Pre-Kindergarten Program Requirements and Guidance and Durham PreK's Provider Licensing and Regulatory Compliance Requirements (Appendix B);
 - (2) Summary suspension by DCDEE of the Provider's child care facility license pursuant to G.S. § 150B-3(c); or
 - (3) Revocation by DCDEE of the Provider's child care facility license pursuant to G.S. § 110-90(5).
- (c) This Contract shall be terminated by the filing of a petition for bankruptcy by the Provider.

8. **Waiver of Default:** Waiver by the Lead Agency of any default or breach in compliance with the terms of this Contract by the other party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Lead Agency and the Provider.

9. **Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose.

10. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

11. **Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date

unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Compliance with Applicable Laws

12. **Compliance with Laws:** The Provider shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
13. **Equal Employment Opportunity:** The Provider shall comply with all federal and State laws relating to equal employment opportunity.
14. **Confidentiality:** The Provider acknowledges that in receiving, storing, processing and otherwise dealing with information that is made confidential by State or federal law, it will safeguard and not disclose the information except as authorized by said laws.

Oversight

15. **Access to Persons and Records:** Because this Contract involves the use of county funds, the county Auditor and the Auditor's duly authorized representatives shall have ready access to persons, records, papers, reports, vouchers, correspondence, books, and any other documentation in the Provider's possession that pertain to the Contract, pursuant to G.S. § 147-64.7. As the funding agency, the County of Durham shall have the same right of access.
16. **Record Retention:** Because this Contract involves the use of Durham County funds, no child attendance records, papers, reports, invoices, vouchers, correspondence, books, and any other documentation in the Provider's possession that pertain to the Contract may be destroyed, purged or disposed of without the express written consent of the Lead Agency. North Carolina's record retention policy will be in effect and requires that all such contract records must be retained for a *minimum of five years*. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period, the records must be retained until the later of: (a) the end of the five-year period; or (b) the completion of the action and resolution of all issues which arise from it. If the Provider becomes unable to maintain these records for the period described above, the Provider must transfer the records to the Lead Agency.
17. **Property Furnished to the Provider:** The Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Lead Agency for loss of, or damage to, such property. At the termination of this Contract, the Provider shall contact the Lead Agency for instructions as to the disposition of such property and shall comply with such instructions.

Miscellaneous

18. **Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Lead Agency and the Provider.

19. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina.
20. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
21. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.
22. **Time of the Essence:** Time is of the essence in the performance of this Contract.
23. **Key Personnel:** The Provider shall not replace any of the key personnel assigned to the performance of this Contract without the prior written approval of the Lead Agency. The term “key personnel” includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.
24. **Travel Expenses:** The Provider will not be reimbursed for travel expenses.
25. **Advertising:** The Provider shall not use the award of this Contract as a part of any news release or commercial advertising.

ATTACHMENT B

Provider Information

Agency Name:		
Street Address:		
City:	State: NC	Zip:
Mailing Address:		
City:	State: NC	Zip:
Phone #:	Fax #:	
Email Address:		
Federal Tax Id#:	Financial Fiscal year:	
Agency Type:	License ID Number:	

Provider Contract Administrator Information

Name:		
Title:		
Street Address:		
City:	State: NC	Zip:
Phone #:	Fax #:	
Email Address:		

Signature Authority Name for Provider:
Signature Authority Title:

ATTACHMENT C

Section 1 of the Provider's Approved Durham PreK Plan

Assurances and Requirements

1. The Contractor will submit changes to the plan in a timely fashion. Such changes will ensure that the plan is current.
2. All Contractors and subcontractors including principal/directors and classroom staff participating in the Durham PreK Program are required to participate in the county evaluation, which may include but is not limited to, individual child assessments, classroom observations, staff surveys and interviews.
3. All contractors and subcontractors including principal/directors and classroom staff participating in Durham PreK are required to participate in professional development specified by the Lead Agency including participation in Technical Assistance that includes the Classroom Assessment Scoring System® (CLASS®), coaching, and professional development.

ATTACHMENT D
Sec on 2 Provider's Approved Durham PreK Plan
Program/Provider and Classroom Informa on

Name of Site _____ Type of Facility/Program _____

Current Star Rating _____ Child Care License Number _____

Classroom Information

Maximum classrooms approved _____ Maximum students approved _____

Pre-K Classroom Hours _____ to _____

What time can students be dropped off without paying for before care: _____

What time can students be picked up without paying for after care or late fees: _____

Before Care Available? ___Y___N Hours: _____ After Care Available? ___Y___N Hours: _____

Before Care Fee: _____ After Care Fee: _____ Combined Care/Wrap Care Fee: _____

Curriculum Selected: _____ Ongoing Assessment Tool: _____

Developmental Screening Tool _____

Director's Information

Director's Name (Legal Name) _____

Director's Preferred Name (if different from legal name):

E-mail Address _____ Phone Number _____

Gender _____ Languages spoken fluently _____

Race/Ethnicity (Please select at least one and as many that apply)

- ☐ American Indian or Alaskan Native
- ☐ Asian or Asian American
- ☐ Black or African American
- ☐ Latino or Hispanic
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ White or European
- ☐ Other (Please specify) _____

Highest Education level (PhD, MA/MS, BA/BS, AA, HS Diploma, specify) **Please submit documentation with contract.**

_____ Major _____

Administrative Credential Level (please specify level) _____ I _____ II _____ III _____ NA

Working on a Degree? ___Y___N If yes, please specify _____

Expected Graduation Date _____

Lead Teacher Information (Please submit for each lead teacher)

Lead Teacher's Name (Legal Name) _____

E-mail Address _____ **Classroom #** _____ **Start Date** _____

Gender _____ **Languages spoken fluently** _____

Race/Ethnicity (Please select at least one and as many that apply)

- ☐ American Indian or Alaskan Native
- ☐ Asian or Asian American
- ☐ Black or African American
- ☐ Latino or Hispanic
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ White or European
- ☐ Other (Please specify) _____

Highest Education level (PhD, MA/MS, BA/BS, AA, High School Diploma, specify) _____

Major _____

Current teacher license/credential (Please provide copies of license/credential/certificate)

- _____ NC BK Continuing License/ NC Continuing BK Add-on License (Standard Professional II)
- _____ NC BK Initial License/ NC Initial BK Add-on License (Standard Professional I)
- _____ NC Provisional BK Add-on License
- _____ NC Lateral Entry BK License/ NC Residency BK License/ NC Emergency BK License (please circle)
- _____ License from another state (specify state and type: _____)
- _____ Other Credential (specify: _____)
- _____ No current teaching license

Current years of experience on license/credential: _____

Are you submitting paperwork during this school year to update the years of experience on your current license? __Y__ N

If yes, please specify the number of years of experience you will submit for verification: _____

Enrollment Submitted with EES? __Y__ N **Date Submitted:** _____

If the proposed lead teacher does not fully meet license/credential requirements (consult NCPK guidelines), please indicate candidate's plan and provide documentation of enrollment and expected date of completion:

_____ Enrolled working towards B-K License Where? _____ Expected Graduation Date _____

Lead teachers/teacher assistants that are not qualified must be working toward the qualifications for their position. They must make progress by successfully completing a minimum of six documented semester hours per year with a grade of "C" or better. For details see NC Pre-K education requirements outlined by DCDEE in rule 10A NCAC 09.3013 and Durham PreK education requirements in Appendix A of this contract.

Teacher Assistant Information (Please submit for each teacher assistant)

Teacher Assistant (Legal Name) _____

E-mail Address _____ Classroom # _____ Start Date _____

Gender _____ Languages spoken fluently _____

Race/Ethnicity (Please select at least one and as many that apply)

- ☐ American Indian or Alaskan Native
- ☐ Asian or Asian American
- ☐ Black or African American
- ☐ Latino or Hispanic
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ White or European
- ☐ Other (Please specify) _____

Teaching Assistant Level of Education **High School Graduation Date:** (MM/DD/YY) _____

Please indicate your highest level of education:

_____ Child Development Associate (CDA) Date of Expiration _____

_____ AA/AS Major: _____

_____ BS/BA Major: _____

_____ B-K licensed teacher

Enrollment Submitted with EES? ____Y ____N **Date Submitted:** _____

If the proposed teaching assistant does not fully meet education requirements (AA/AS in early childhood education) or if the proposed teaching assistant is enrolled in a program, please indicate candidate's plan, provide documentation of enrollment, and expected date of completion:

_____ Enrolled working towards AA/AS in ECE Where? _____ Expected Graduation Date _____

_____ Enrolled working towards BA/BS in ECE Where? _____ Expected Graduation Date _____

_____ Enrolled working towards B-K license Where? _____ Expected Completion Date _____

Lead teachers/teacher assistants that are not qualified must be working toward the qualifications for their position. They must make progress by successfully completing a minimum of six documented semester hours per year with a grade of "C" or better. For details see NC Pre-K education requirements outlined by DCDEE in rule 10A NCAC 09.3013 and Durham PreK education requirements in Appendix A of this contract.

Lead Teacher Compensation Plan

Page 1 of 2- Please submit for each lead teacher

Teacher Name: _____ Position: _____

Center: _____ Number of years exp. on license: _____

Does the teacher have a continuing or initial license? ___ Yes ___ No

Important information for filling out this form:

- This document is used to monitor compliance with Durham PreK Contract and salary requirements
- Salary listed should reflect income earned solely for services provided to children and families in the Durham PreK program. Income earned for work during summer months should not be included in the reported amount
- This form is considered complete only when signed and dated and documentation is attached
- If you have any questions, please contact DurhamPreKProvider@childcareservices.org

Salary Details

Teacher's annual salary: _____

Minimum annual salary based on DPS salary schedule (or NC DPI salary schedule if applicable):

If you are unsure what the teacher's annual minimum salary is, please contact us

How many weeks is the teacher paid over for the Durham PreK program only?

If the teacher works for you in a different capacity during the summer, do not report that income here

___ 43 weeks – the number of weeks the Durham PreK program runs

___ 44 weeks – ten full months

___ 52 weeks – twelve full months

How often is the teacher paid?

___ Weekly ___ Every other week ___ Twice a month

___ Once a month ___ Other (please explain): _____

Is there anything else we should know about how this teacher is paid that would help us understand the pay monitoring documentation you will be sending in (i.e. if they regularly receive a bonus that is part of their pay, etc.)?

Initials: _____ (Teacher) _____ (Administrator)

Lead Teacher Compensation Plan

Page 2 of 2

Compensation Package

Please provide us with details about other aspects of the teacher's compensation package.

What is the value of employee health insurance paid by employer?

\$_____ per: ____ week ____ two weeks ____ month

OR _____ We do not pay any of the employee health insurance

What is the value of retirement paid by employer?

\$_____ per: ____ week ____ two weeks ____ month

OR _____ We do not pay any retirement amount

Total compensation package: \$_____ per year

Paid non-teaching days

*8 hours = 1 day

Number of paid teacher work days: _____ OR _____ We do not provide paid work days

Number of paid holidays: _____ OR _____ We do not provide paid holidays

Number of paid annual leave days: _____ OR _____ We do not provide paid annual leave

Number of paid sick leave days: _____ OR _____ We do not provide paid sick leave

Number of paid general leave days: _____ OR _____ We do not provide any paid leave

Education and Compensation Certification: I have reviewed this information and certify that all information provided herein has been verified and is reported correctly. Reported compensation includes only compensation for Durham PreK services. If I do not fully meet Durham PreK position requirements, I understand that I must successfully complete with a grade of "C" or better, 6 semester hours per fiscal year (July 1 - June 30) in order to maintain my position. If I am a new teacher, I understand TSG requirement and responsibility for CLASS®.

Teacher Signature: _____

Date: _____

Administrator Signature: _____

Date: _____

Assistant Teacher Compensation Plan

Page 1 of 2- Please submit for each assistant teacher

Teacher Name: _____

Position: _____

Center: _____

Important information for filling out this form:

- This document is used to monitor compliance with Durham PreK Contract and salary requirements
- Salary listed should reflect income earned solely for services provided to children and families in the Durham PreK program. Income earned for work during summer months should not be included in the reported amount
- This form is considered complete only when signed and dated and documentation is attached
- If you have any questions, please contact DurhamPreKProvider@childcareservices.org

Salary Details

Teacher's hourly salary: _____

How many weeks is the teacher paid over for the Durham PreK program only?

If the teacher works for you in a different capacity during the summer, do not report that income here

___ 43 weeks – the number of weeks the Durham PreK program runs

___ 44 weeks – ten full months

___ 52 weeks – twelve full months

How often is the teacher paid?

___ Weekly ___ Every other week ___ Twice a month

___ Once a month ___ Other (please explain): _____

Is there anything else we should know about how this teacher is paid that would help us understand the pay monitoring documentation you will be sending in (i.e. if they regularly receive a bonus that is part of their pay, etc.)?

Initials: _____ (Teacher) _____ (Administrator)

Assistant Teacher Compensation Plan

Page 2 of 2

Compensation Package

Please provide us with details about other aspects of the teacher's compensation package.

What is the value of employee health insurance paid by employer?

\$_____ per: ____ week ____ two weeks ____ month

OR _____ We do not pay any of the employee health insurance

What is the value of retirement paid by employer?

\$_____ per: ____ week ____ two weeks ____ month

OR _____ We do not pay any retirement amount

Total compensation package: \$_____ per year

Paid non-teaching days

*8 hours = 1 day

Number of paid teacher work days: _____ OR _____ We do not provide paid work days

Number of paid holidays: _____ OR _____ We do not provide paid holidays

Number of paid annual leave days: _____ OR _____ We do not provide paid annual leave

Number of paid sick leave days: _____ OR _____ We do not provide paid sick leave

Number of paid general leave days: _____ OR _____ We do not provide any paid leave

Education and Compensation Certification: I have reviewed this information and certify that all information provided herein has been verified and is reported correctly. Reported compensation includes only compensation for Durham PreK services. If I do not fully meet Durham PreK position requirements, I understand that I must successfully complete with a grade of "C" or better, 6 semester hours per fiscal year (July 1 - June 30) in order to maintain my position.

Teacher Signature: _____

Date: _____

Administrator Signature: _____

Date: _____

ATTACHMENT F

Certification Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf

- The text of G.S. 143-48.5 can be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html

Certification

The undersigned hereby certifies that:

- (1) Pursuant to G.S. 143-48.5, the undersigned hereby certifies that the Provider named below, and the Provider's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.
- (2) He or she is a duly authorized representative of the Provider named below;
- (3) He or she is authorized to make, and does hereby make, the foregoing certification on behalf of the Provider.

Provider's Name

Signature of Provider's Authorized Agent

Date

Printed Name of Provider's Authorized Agent

Title

Signature of Witness

Date

Printed Name of Witness

Title



ATTACHMENT G



2022-2023 Durham PreK Staff Schedule Form

Please complete this form for each Durham PreK lead and assistant teacher under contract and email completed forms to durhamprek@childcareservices.org.

Name of Site _____ License # _____

Teacher's Name (Legal Name) _____

Classroom Name or Number _____ Start date _____

Position (please check one): _____Lead Teacher _____Assistant Teacher

Please indicate the teacher's schedule and hours working directly with children and for planning and professional development for their Durham PreK classroom in the table below.

Day of the Week	Durham PreK Classroom Schedule	Number of hours in the Durham PreK classroom working directly with children	Durham PreK Planning and Professional Development Schedule	Number of Hours for Durham PreK Planning and Professional Development
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				

Total number of hours in Durham PreK classroom working directly with children per week (should total 32.5 hours)	
Total number of hours Durham PreK planning and professional development completed per week (should total 7.5 hours)	
Total Hours per week	

I have reviewed the information above and confirm that it is correct.

Teacher Signature _____ Date _____

Administrator Signature _____ Date _____



ATTACHMENT H

2022-2023 Photographic & Video Release Form

Please submit for director, lead teacher, and teacher assistants

I give my consent to Durham Pre-K Partners (Durham's Partnership for Children, Child Care Services Association, Durham Public Schools, Durham Head Start/Families & Communities Rising, Inc., Durham County Government) to take photographs and/or videos of me to publicly promote Durham PreK (inclusive of Durham Public Schools, Durham Head Start, NC Pre-K, Durham PreK). By signing below, I agree that I understand the images and/or videos may be used in print publications, online publications, presentations, websites and social media, either entirely, partially or in connection with other photographs, videos and reproductions. No royalty, fee or other compensation shall become payable to me by reason of such use.

Social media use may include, but is not limited to: Facebook, Instagram, Youtube, Twitter, etc.

Video use may include, but it is not limited to: remote learning (real time/live or pre-recorded videos) and advertisement.

Name: _____

Classroom: _____

Please select your position and place of employment and indicate your preference below:

I am a: ☐ Director/Owner/Administrator

☐ Teacher

☐ Teacher Assistant

☐ Other School Staff

Child Care Site of Employment: _____

_____ **I DO** give my consent to Durham Universal Pre-K Partners to use my photographs and/or videos publicly to promote Durham Universal Pre-K.

_____ **I DO NOT** give my consent to Durham Universal Pre-K Partners to use my photographs and/or videos publicly to promote Durham Universal Pre-K.