



Des Moines Public Schools Request for Interest

NOTICE

Des Moines Public Schools is extending the deadline for receiving requests of interest for 21st Century Community Learning Center or Full-Service Community Schools (FSCS) partners in an effort to reach all community organizations with an interest in a partnership with DMPS 21CCLC programming and/or Full-Service Community Schools. If your organization has already submitted information, thank you! Your organization will be placed on the "Menu of Partners" available to all 21CCLC Coordinators/Full-Service Community School Coordinators and you will be contacted if we feel the services your organization provides the match, we need in our 21CCLC or FSCS schools. Please see page seven in the following request for answers to frequently asked questions. Electronic Responses should be uploaded to the district Procurement website @dmschools.procurement.org or emailed to deborah.swigert@dmschools.org. If you want to send a physical copy they will be received by the District's Procurement Specialist at their office: 2100 Fleur Drive Des Moines, Iowa 50321 Attn: Deborah Swigert.

Inquiries regarding interpretation of this request and other questions shall be addressed to Deborah Swigert via email: deborah.swigert@dmschools.org.

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I. Objective

The purpose of the 21st Century Community Learning Centers (21st CCLC) is to create community learning centers that provide students with academic enrichment opportunities as well as additional services designed to complement the student's regular academic program. Community learning centers should also offer families of participating student's literacy instruction and related educational development programs. Proposed activities should target students and their families that attend eligible Title I schools. Selected partners would be expected to apply for the 21st Century Community Learning Grant through the State of Iowa. More information can be found at: <https://www.educateiowa.gov/search/21st%20Century>

Full-Service Community Schools

The purpose of the Full-Service Community Schools grant program is to provide comprehensive academic, social, and health services for students, students' family members, and community members that result in improved educational outcomes for children. Proposed activities may include: enrichment activities, mentoring and other youth development programs; community service and service-learning opportunities; programs that provide assistance to students who have been chronically absent, truant, suspended, or expelled; job training and career counseling services; nutrition services and physical activities.

II. Background

The Des Moines Public School District (District) is located in Des Moines, Iowa, the capital city of the state and employs approximately 5,000 teachers and staff. The District has over sixty-nine sites which include K-12 education, special education, operations and administration offices. It educates approximately 32,000 students annually and has provided education services for the past 100 years. The District student enrollment in 2013 was 32,062, demographics for that enrollment were: White 46.5%, Hispanic 22.6%, African American 17.2%, Mixed Race 6.3%, Asian 6.6%, Native American 0.4%, and Pacific Islander 0.1%. The District calculates that 70.6% of their students receive free and reduced meals and that 16.3% of the students are English Language Learners while 15.5% of the student population is in Special Education programs. In order to fully serve our students and their families, the District is seeking a partner to apply for a 21st Century Community Learning Center grant. The grant will provide funding for programs to enhance learning opportunities for students and their families, who attend eligible Title I schools, during times when school is not in session, including before school, after school, weekend or summer.

III. General

A. Preparation and Submission

- 1.) The Submission must be typed or legibly printed in ink, on the Form of Interest supplied.
- 2.) Submission must contain the signature of an authorized agent of the Respondent.
- 3.) The accuracy of the submission is the sole responsibility of the Respondent.
- 4.) This request does not commit the District to pay any cost incurred by the Respondent or any other party in preparation of their submission.

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B. Conflicts of Interest

- 1.) It shall be understood and agreed that this submission was offered independently of any other submission.
- 2.) All submissions must comply with Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity.

C. Evaluation of Submission

- 1.) The District reserves the right to reject submissions or parts thereof for the following reasons:
 - a. The Respondent misstates or conceals any material fact in their submission.
 - b. The Respondent's Proposal does not strictly conform to the law or requirements of the request.
 - c. The response does not include the required documents.
 - d. The response has not been properly executed by signature of an authorized representative of the Respondent.
- 2.) A submission may not be accepted from respondents, which are in arrears to the District.
- 3.) A submission may not be accepted from respondents which have failed to perform faithfully any previous contract with the District, state or federal governmental agency for a minimum period of one (1) year after the previous contract was terminated for cause.
- 4.) A submission may be rejected if the respondent is currently under suspension or debarment.
- 5.) A submission may not be accepted from any respondent, which has pending litigation against the District.

D. Insurance Requirements

Insurance may not be required but if it should be the following will apply:

- 1.) The Respondent's submission should consider the District's requirements of evidence of Insurance.
 - a. Two (2) million professional liability policy for any one time claim with an aggregate not less than three (3) million
 - b. Workers' Compensation Statutory
 - c. Automobile Liability \$1,000,000 Combined Single Limit
 - d. Commercial General Liability, \$1,000,000 Combined Single Limit
(Including Contractual Liability & Products Completed Operations Coverage)
 - e. Umbrella/Excess Liability \$2,000,000
 - f. Cyber Insurance \$2,000,000
 - g. The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the Successful Respondent.
- 2.) All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa.

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E. Indemnification

The Respondent's submission should consider the District's indemnification requirements:

- 1.) Respondent will assume all responsibility and liability for any and all damages caused by or resulting from the negligent or willful unauthorized disclosure of any confidential information. (Selected Provider will be asked to execute a Non-Disclosure Agreement)
- 2.) The successful Respondent shall hold harmless, indemnify, and save the District, its officers, employees, and agents, from any and all liability claims, losses or damages arising or alleged to arise during the performance of the work described.

F. Termination or Cancellation

The Respondent's submission should consider the District's conditions for termination.

- 1.) Non-compliance with all Terms & Conditions with a thirty day notice to correct any / all issues
- 2.) Mutual agreement of both parties of not less than a thirty-day notice.
- 3.) Failure of either party to carry out all provisions as described with a 30-day notice
- 4.) Petition of bankruptcy against the respondent with a fifteen-day notice.
- 5.) Funding for the project is unavailable for any reason with a ten day notice.

G. Bribery, Corruption and Gifts

Respondents should familiarize themselves with Chapter 722 of the Code of Iowa

H. Disclosure of Information Content

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a respondent as public information. The District's release of information is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with chapter 22 before submitting their proposal. Respondents are advised that the District does not wish to receive confidential or proprietary information and they are not to supply such information except when it is absolutely necessary. Finally, identification of the entire submission as confidential will be deemed as non-responsive and disqualify the submission.

I. Disposition of Information Packages

All Submissions become the property of the District and shall not be returned to the respondent.

J. Audit or Examination of Contract

Respondent agrees that any authorized auditor, the Office of Auditor of State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine their submission.

K. Copyrights

By making a submission the Respondent agrees that the District may copy the submission for purposes of facilitating the evaluation

L. Release of Claims

By making a submission the Respondent agrees will not bring any claim or cause of action against the District based on any misunderstanding concerning the information.

IV. Scope of Work

Objective:

Constructive learning activities during non–school hours, combined with adult guidance through school and community-based academic and youth development programs, result in greater achievements and better social outcomes for children and youth throughout their school age years. The intent of the 21st Century Community Learning Centers (21st CCLC) and Full-Service Community Schools grant programs is to enable communities to design and implement effective out-of-school programs, that are sustained through community partnerships beyond the term of the grant. Community learning centers and full-service community schools should provide students with academic enrichment opportunities as well as additional services designed to complement their regular academic program. Community learning centers and full-service community schools should also offer families of participating student’s literacy instruction and related educational development programs. Finally, the academic enrichments programs must help students meet state and local achievement standards. Programs may focus on:

- a. Remedial education in math, science and reading
- b. Arts and music education activities
- c. School and community safety, health and wellness
- d. Telecommunications and technology education
- e. Entrepreneurial Education Programs
- f. Drug and Violence prevention programs
- g. Programs for adult family members of students participating in a community center that promote parental involvement and family literacy
- h. Tutoring and Mentoring programs
- i. Expanded Library Services
- j. Recreational Activities

Note: Any public or private organization is eligible to apply for a 21st CCLC grant. Examples of agencies and organizations eligible under the 21st CCLC program include, but are not limited to: non-profit agencies, city or county government agencies, institutions of higher education, and for-profit corporations. The statute encourages eligible organizations applying for funds to collaborate with the schools the children attend. The statute also allows a consortium of two or more agencies, organizations or entities to apply.

District Responsibilities:

The District intends to:

- a. Provide program space at the school chosen for the services.
- b. Partner with community-based organizations to provide programs
- c. Design a transportation system for students within the District to utilize the program
- d. Assist grantee in planning program so it will met all of the Grant requirements
- e. Assist with the implementation of the program and a marketing plan for the program
- f. Assist in assessment of student achievement progress
- g. Meet with grantee to review, analyze and adjust the programs as needed to ensure student performance

FREQUENTLY ASKED QUESTIONS:

1. Isn't this a grant proposal? It seems like a grant proposal.

No. This is a Request of Interest. It's your chance to tell us about your program, who you can serve, how much it costs and what you would like to do with our students.

2. But there is money, right?

Yes. 21CCLC and FSCS can subcontract with community organizations. You tell us the cost for programming in the Request for Interest. If the program is a good fit, we have funds to make it happen.

3. How do I fill out this RFI to ensure I get on the "Menu of Partners" for all the 21CCLC and FSCS Coordinators?

Go to page 8 of the RFI and answer the questions regarding your unique program. You may also attach more detailed information if you would like.

4. We've already done programming for 21CCLC, so do I have to fill out this even if I already have a relationship with a 21CCLC Coordinator?

Yes. We want to standardize our process for collaborating with partners. This will benefit both parties. It will give every organization a chance to be considered by all 21CCLC schools.

NEW 2019-2020- Full-Service Community School Site Coordinators will also have access to the same menu of services. If your program would be well suited for a middle school audience or supports career/ technical training, please fill out the RFI indicating your desire to partner.

5. Which schools are 21CCLC schools?

Elementary Schools Grades K-5:

Capitol View, King, McKinley, Monroe, Garton, Hillis, Riverwoods, Willard, Cattell, Howe, Lovejoy, Oak Park, Park Ave, South Union and Jackson

6. Which schools are FSCS schools?

Callanan Middle, Goodrell Middle, Weeks Middle, and Central Campus

7. What are the types of programs requested?

All types! 21CCLC and FSCS is looking for music, arts, literacy, STEM, tutoring, cooking, and recreation. We want all the good things YOU do!

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Required Responses - Please copy and complete additional response pages for more than one program.

Please detail the Name of Project:

- Type of Program (STEM, Literacy, Art, Music, SEL, etc.)
- Detail the staff for the program, i.e. paid staff, volunteer staff and number: Is there a fee for service? If so, how much per child / program.
- What are the proposed starting and ending dates for the project? What is the frequency of the program? (1x week, 5x week, custom?)
- What are the specific School District obligations for this project (e.g., assistance with recruiting and enrolling students? teacher involvement, access to student data?)
- What specific benefits will the school derive from participation in this project?
- In what schools or community buildings are you intending to locate your 21st CCLC or FSCS program?
- From which other schools do you intend to draw students to enroll in the 21st CCLC or FSCS program? How many total students do you propose to serve with this project?
- What grades do you intend to serve at the 21st CCLC or FSCS program?
- What DMPS staff, if any, have you consulted about this project?
- Have you had a successful partnership with DMPS in the past? If so, when and for what programs? What other partners are involved in this project?

Please attach a complete program description, including all relevant data available to this RFI response.

V. Form of Interest

Based upon the information provided our organization is interested in being considered as a potential provider. Furthermore, we have included with this Form of Interest a complete and detailed response to Section IV "Scope of Work" as well as agree to the terms, conditions and requirements as detailed by this request and stated online @ <http://www.dmschools.org/wp-content/uploads/2015/08/General-Terms-n-Conditions-New.pdf>

Organization's Name: _____

Address: _____

City, State, Zip; _____

Phone: _____

Fax: _____

Email: _____

Contact: _____

Title: _____

Signature: _____

Date: ____ / ____ / ____

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VI. Attachments

("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District. The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above. The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company.

The Company acknowledges that it has received and reviewed a copy of the District's Background Check Policy, which governs the District's hiring practices for its own employees. This Policy may serve as a guide for the Company's internal background screening. The Company will closely review all available information for any individual who may have direct and / or unsupervised contact with District students to protect the safety and well-being of District Students. In reviewing such applications, the District expects the Company to consider the following factors.

- a. Nature of the work sought
- b. How the offense(s) relates to the work, and
- c. The population the worker(s) may interact or come in contact

The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect. The Company hereby acknowledges that he/she has read this entire document, which he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

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Draft Policy Regarding Background Checks of Applicants for Employment

The Des Moines Independent Community School District's primary function is the education and care of the District's students. The District considers student safety and well-being to be of paramount importance. Because of the requirements of Iowa law, and in order to further these compelling interests, the District's hiring process includes requests for information regarding an applicant's past criminal conviction(s). Background checks will be conducted as required by law and District policy/practice. Backgrounds checks will not be performed until a recommendation to hire has been made by the hiring team, after the interview process has occurred.

The District is also committed to equity in its entire employment process, including its hiring process. In order to achieve an equitable process with respect to the consideration of criminal convictions, while promoting the compelling interests of student safety and well-being, the District will consider an applicant's criminal record in light of the following:

- 1) All applications will be considered on a case-by-case basis. While the District will endeavor to consider each applicant's individual situation, it will also attempt to achieve equitable results between similarly-situated applicants.
- 2) Because honesty and candor are essential to the employer-employee relationship, failure of an applicant to disclose past criminal convictions on their application for employment and/or failure to cooperate with requests from the District to provide additional information necessary to the hiring process will generally result in a denial of employment.
- 3) Where an applicant's application and/or background check result in a finding that the applicant has one or more criminal convictions, the District will issue a Pre-Adverse Action Notice to the employee, requesting that the employee provide the District with additional information relating to the conviction(s) prior to the District making a decision relating to the applicant's employment. The applicant's cooperation and candor are important. If the applicant fails to provide additional information within the time requested, the District will make a decision based on the information available to it. Applicants should be aware that failure to promptly and voluntarily provide additional information will weigh heavily against hiring that applicant.
- 4) Once the District has received all available information relating to the applicant's criminal background, the District will analyze all available information on a case-by-case basis. Factors examined by the District may include, but are not necessarily limited to all considerations that are job-related and consistent with business necessity, including specifically:
 - a. The gravity of the offense/conduct,
 - b. Whether the individual has a record of multiple convictions or a documented pattern indicating disregard of the law,
 - c. Time since the offense(s),
 - d. Whether there are any pending charges at the time of application,
 - e. Nature of the job sought,
 - f. How the offense(s) relates to the job,
 - g. The population the applicant may interact with,
 - h. Where applicable, evidence of rehabilitation
- 5) If the District determines not to move forward with employment, the applicant will receive a Final Adverse Action notice.
- 6) If an application is rejected due to an applicant's past criminal conviction(s), that employee may be considered for employment no sooner than seven (7) years from the date of the most recent offense. All decisions will be made based on all information available to the District at the time of the subsequent application.

21st Century Learning Centers Grantee

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

The party identified above as Provider ("Provider") anticipates having dealings from time to time with Des Moines Independent Community School District., and/or one or more of the affiliates of Des Moines Independent Community School District. (Individually and collectively referred to herein as "District") In the course of such dealings, Provider may receive or have access to certain information concerning District or third parties to whom District has an obligation of confidentiality. In consideration of the business dealings of the parties, Provider agrees to the terms of this Confidentiality and Nondisclosure Agreement ("Agreement").

- 1) **Confidentiality.** For purposes of this Agreement, District's "Confidential Information" consists of:
 - a. All non- public information (including but not limited to trade secrets, proprietary information, and information about products, business methods and business plans) relating to District's business (or to the business of District's licensors, suppliers or other trading partners) that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by District (even if not so marked or identified); and
 - b. all information that District is obligated by law to treat as confidential for the benefit of third parties, including but not limited to personal, financial, and/or health information about individuals who have applied for or purchased financial products or services from District. Provider acknowledges that, in connection with the performance of this Agreement or otherwise in the course of its dealings with District, Provider may receive Confidential Information from District or may otherwise have access to or learn of District's Confidential Information. In the absence of District's prior written consent to a specific disclosure or use, Provider will not disclose to any third party any of District's Confidential Information, either orally or in writing, and will not appropriate any of District's Confidential Information to Provider's own use or to the use of any third party. Confidential Information that is provided by District to Provider will be used by Provider and its agents only for the purpose for which it was provided, and access to such information will be restricted to individuals who require the information (or access to the information) to further that purpose. Without limiting any of the foregoing, Provider will take at least such precautions to protect District's Confidential Information as Provider takes to protect its own confidential information, and in any event will take all precautions that are reasonably necessary to protect the security of District's Confidential Information. Upon District's request, Provider will return or destroy, as specified by District, all tangible items containing any of District's Confidential Information, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned or destroyed. With respect to an electronic or computer copies or records of or relating to the same, without limiting the foregoing, upon request for destruction by the Provider, the Provider shall immediately shred, permanently delete or otherwise irretrievably destroy and render unreadable all such copies or records from all computers, laptops, servers, back-up systems, storage devices and media owned by, or operated by or for the Provider.
- 2) **Notification obligation.** Upon learning of any unauthorized disclosure or use of District's Confidential Information, Provider will notify District promptly and cooperate fully with District to protect District's Confidential Information.

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- 3) **Disclosure required by law.** If Provider believes it is required by law or by a subpoena or court order to disclose any of District's Confidential Information, then prior to any disclosure Provider will promptly notify District in writing, attaching a copy of the subpoena, court order or other demand, and Provider will make all reasonable efforts to allow District an opportunity to seek a protective order or other judicial relief.
- 4) **Non-restricted information.** Except as stated in the final sentence of this paragraph, nothing in this Agreement will be construed to restrict disclosure or use of information that:
 - a. was in the possession of or rightfully known by Provider, without an obligation to maintain its confidentiality, prior to receipt from District;
 - b. is or becomes generally known to the public without violation of this Agreement;
 - c. is obtained by Provider in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Provider without the participation of individuals who have had access to District's Confidential Information. Provider acknowledges that certain laws governing information about individuals are more restrictive than the foregoing statements, and Provider agrees to comply in all respects with such laws.
- 5) **Duration of obligations.** The obligations imposed by this Agreement will survive termination of an existing business relationship between Provider and District, or completion of the exploration of a potential business relationship between the parties, as applicable, and will remain in effect with respect to each item of Confidential Information until that information becomes unprotected under the terms of the paragraph above titled "Non-restricted information". However, if applicable law sets a maximum period for the duration of obligations of nondisclosure and non-appropriation of confidential information, the obligations imposed by this Agreement with respect to each item of Confidential Information (other than trade secrets and other than information about individuals that is protected by law) will remain in effect only until such period expires.
- 6) **Additional limitation.** If Provider is directed in writing by District to discuss a request for interest ("RFI") and the business dealings associated with that RFI only with specifically named employee(s) of District, then Provider agrees not to disclose any information relating to that RFI to any other employee of District.
- 7) **Non-waiver.** No term or provision of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by District. No consent by District to, or waiver of, a breach by Provider will constitute consent to, waiver of, or excuse for any different or subsequent breach.
- 8) **Partial invalidity.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect. In addition, the parties or the court will modify any unenforceable provision so as to make it enforceable under applicable law, while keeping the modified provision as consistent as possible with the original intent of the parties.
- 9) **Headings.** The paragraph headings in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.
- 10) **No assignment.** Rights and obligations under this Agreement are personal and may not be assigned or delegated by either party.
- 11) **Governing law.** This Agreement will be governed by the laws of the state of Iowa, without reference to conflict of law principles.

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- 12) **Consents, permissions and approvals.** If a provision of this Agreement requires Provider to obtain District's written consent, permission or approval (or similar indication of agreement) with respect to a specified matter, such consent, permission or approval (or similar indication of agreement) will, unless otherwise expressly stated in the applicable provision of this Agreement, be valid if and only if it is given in an email message sent by, or on a paper document manually signed in ink by, an authorized representative of District. Notwithstanding the foregoing: (a) if District's authorized representative faxes such a manually-signed paper document to the other party, the faxed copy of the manually-signed paper document will be valid to the same extent as the original; and (b) in no event may any provision of this Agreement be changed via email or by any document which is signed by only one party.
- 13) **Notices.** All notices required by this Agreement will be delivered by hand or overnight courier to **Des Moines Public Schools, 1000 Porter Attn: Heidi Brown 21CCLC Program, Des Moines, IA, 50315**. District may from time to time inform Provider of a change in the address, facsimile number or contact person for notices to District.