

Scope of Work – Request for Proposals

Transitional Executive & Project Management Contractor

Confluence Early Childhood Development Service District – www.confluencedistrict.org

1. Purpose & Context

The Confluence Early Childhood Development Service District (“District”) is in the organizational start-up phase and anticipates the need for an experienced contractor to provide executive-level leadership, operational coordination, and project management during the period between District formation and the hiring of a permanent Executive Director (“ED”).

The contractor’s role is to maintain momentum, stabilize operations, and build core infrastructure during the District’s initial formation, prior to the availability of public revenue (anticipated no earlier than March 2026). The District is currently working to obtain grant funding for part of this work in the interim period. This work will be carefully recorded and systematized to ensure seamless transition when permanent ED is hired.

The contractor will operate under the direction of the District Board of Directors (the “Board”) and will not exercise independent policy-making authority unless otherwise delegated. All final decisions regarding District policy, budgets, contracts, and public commitments remain with the Board, consistent with Colorado special district law (C.R.S. Title 32).

The engagement is intended to bridge a 6–12 month period, with the initial term expected to begin in early 2026 and extend until a permanent ED is hired.

2. Term & Level of Effort

Initial Term: Anticipated 6 months

Optional Extension: Up to 12 months, at the District’s discretion

Expected Level of Effort: Approximately 0.75–1.0 FTE equivalent

3. Contractor Profile & Required Expertise

The contractor shall bring:

- Exceptional organizational, project management, and execution skills; a self-starter who manages and delivers independently.

- Entrepreneurial experience and background in establishing new entities, preferably in the public sector.
- Demonstrated commitment to community-informed processes and community engagement.
- Understanding of and connections with Early Childhood Education (“ECE”) policy efforts at local, state, and national levels; nurture relationships with ECE leaders and advocates.
- Understanding of ECE landscape in the three-county region.

4. Core Responsibilities & Workstreams

A. Board & Governance Support

- Serve as primary operational liaison to the District Board of Directors.
- Prepare agendas, briefing materials, and work plans for Board meetings.
- Coordinate with legal counsel and key advisors regarding implementation of the Service Plan.
- Support the Board in establishing bylaws, communications norms, meetings norms and other governance systems and compliance processes consistent with Colorado special district law and the District’s Service Plan.

B. Organizational & Infrastructure Development

- Lead start-up activities including:
 - Office and operations planning.
 - Establishment of accounting, insurance, and administrative systems
 - Support development of branding and basic communications infrastructure, including website development, branding, other communications systems such as monthly newsletters, regular PR to local newspapers.
- Develop initial staffing and vendor strategies in preparation for public funding.
- After ED hire, work with board and ED on refining visioning process and strategic plan.

C. Financial & Budget Preparation

- Update and refresh the placeholder budget included in the Service Plan.
- Coordinate with finance and legal advisors on funding models, interim financing options, and readiness for first-year operations.
- Support planning for major expense categories outlined in the Service Plan financial framework.

D. Program & Service Implementation Planning

Working from the adopted Service Plan, the contractor shall coordinate preparatory work for the District’s initial programmatic focus areas, including:

- Tuition subsidy program design.
- Capacity & Quality Grant program development.
- Outreach, navigation, and family assistance infrastructure.
- Evaluation and data readiness planning.

E. Community Engagement & External Relations

- Develop and initiate the District's community outreach and listening strategy for 2026.
- Conduct interest holder briefings and learning sessions with:
 - Colorado Special District Association.
 - Local, state, and national ECE providers and interested parties.
- Build early partnerships with service providers, community organizations, and local governments.
 - Strategy will include multiple levels (including local interest holders such as school district superintendents, ECE directors & staff, ECE advocates on local, state, and national level, current and past ECE program parents, local elected officials, advocates, or leaders in successful ECE Policy Efforts, nationwide).

F. Executive Director Transition Support

- Develop Executive Director recruitment timeline and transition framework.
- Develop RFP to cast out to hiring firms.
- Conduct selection process to engage hiring firm.
- Manage communication between board and hiring firm, support board as necessary through hiring process.
- Document operational systems, decisions, and institutional knowledge.
- Provide structured handoff to incoming Executive Director.

5. Deliverables

At minimum, the contractor shall deliver:

1. Comprehensive start-up project plan and timeline.
2. Updated first-year operating budget and financial readiness framework.
3. Governance and operational policies & procedures.
4. Bilingual community outreach & engagement plan.
5. Program implementation of readiness plans.
6. Executive Director transition binder and onboarding roadmap.
7. Work with the Board to develop a long-range plan.

6. Compensation Framework

\$6,000–\$8,000 per month for a 6-month engagement (\$36,000–\$48,000 total) for a similar strategic consultant role. Final compensation and structure shall be negotiated based on term length, level of effort, and scope expansion, quality of candidate/proposal.

7. How to Apply

Please include the following:

- Resume
- Cover letter and Proposal
- List of references
- List of similar projects completed.

There will be a preference for a local contractor who can attend board meetings in person.

Submit proposal materials to: general@confluencedistrict.org

Due Date: Friday, February 13, 2026

Attached Professional Service Agreement is for informational purposes and subject to further changes at the District's discretion.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this _____ day of _____ 2026 between the CONFLUENCE EARLY CHILDHOOD DEVELOPMENT DISTRICT, a Colorado Early Childhood Development Service District under the laws of the State of Colorado ("District"), and _____ ("Contractor").

WHEREAS, the District desires that Contractor perform certain professional services as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the scope of work attached as **Exhibit A**; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Services. The District agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services in accordance with the Standard of Care as stated below in Section 8 and the terms and conditions set forth herein. The District reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Responsibilities. The Contractor shall be responsible for performing its Services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under this same or similar circumstances at the time the Services are performed (the "Standard of Care").

3. Compensation. The District agrees to pay Contractor a sum not to exceed \$_____, as adjusted to reflect the deletion by the District of any of the Services set forth in Exhibit A. The District shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the District not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

4. Term. This Agreement shall be effective as of its full execution by both parties and shall continue until _____, 202___ or unless earlier terminated due to completion of the

services identified in Section 1 or pursuant to this Agreement. Contractor represents, covenants, and agrees that it will not undertake any obligations or make any commitments that will limit or prevent timely completion of this Agreement.

5. Agreement Subject to Appropriations. It is expressly understood and agreed that the District's performance of this Agreement is subject to appropriations being made by the Board Directors of the District. In the event the Board of Directors fails to make or maintain sufficient appropriations to pay any costs incurred under this Agreement, the Agreement shall be terminated immediately.

6. Independent Contractor. Contractor is providing services independently and is not an employee of the District. Contractor shall not be entitled to any benefits provided to District employees. Contractor understands the difference in status between an independent contractor and an employee and acknowledges and stipulates that Contractor is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that the District shall not withhold from Contractor unemployment insurance, social security or any other withholdings. Contractor agrees to be responsible for all such payments required by law.

6.1. Contractor acknowledges and agrees that they are not entitled to unemployment insurance benefits unless unemployment compensation are provided by Contractor or some other entity. Contractor also acknowledges and agrees to report all payments received from the District on their federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Contractor will indemnify the District for any such payments required but not paid.

6.2. Contractor acknowledges and agrees that they are not covered by the District's workers' compensation coverage and are not entitled to workers' compensation benefits. The District will be held harmless, and Contractor will indemnify the District for any liability arising out of or caused by Contractor's business and/or persons engaged in operations covered by this Agreement.

6.3. In making and performing this contract, Contractor acts and at all times shall act as an independent contractor and shall maintain operations that are separate and distinct from the District. Nothing contained in this Agreement shall be construed or applied as to create or imply the relationship of partners, joint adventurers, or of employer or employee between the parties hereto.

7. Employees and Subcontractors. The providing of professional services required under Section 1 of this Agreement shall be the responsibility of the Contractor. Contractor may employ or subcontract with additional persons to assist in the performance of this Agreement. Supervision and payment of any such persons shall be the sole and exclusive responsibility of Contractor.

8. Standard of Care. The standard of care applicable to Contractor's services will be the same degree of care, skill, and diligence employed by professionals performing the same or similar services. In case of any conflict between the interests of the District and any other entity,

the Contractor shall fully and immediately disclose the issue to the District and shall take no action contrary to the District's interests.

9. Accessibility.

9.1. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

9.2. The State of Colorado may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

9.3. Contractor should comply unless digital accessibility compliance is an undue burden. If that is the case, a written letter stating the same should be returned with the executed agreement.

10. Indemnification.

10.1. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the District, its officers, employees, from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, and claims arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10.2. Accessibility Indemnification. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by State of Colorado Office of Information Technology (OIT) pursuant to Section §24-85-103 (2.5), C.R.S.

11. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-contractors, to the extent caused by its negligent acts, errors and omissions hereunder.

12. Insurance. Contractor agrees to provide proof of general liability insurance to the District, which includes the District as an additional insured thereunder, with appropriate endorsements and with single limit liability coverage of at least One Million Dollars

(\$1,000,000.00) and proof of professional liability insurance coverage of at least One Million Dollars (\$1,000,000.00) for each claim and aggregate limit. Contractor shall maintain this insurance for the term of this Agreement.

12.1. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of Contractor's indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection.

12.2. It is understood and agreed, for the benefit of the District, that the following additional considerations shall apply to all coverage specified herein:

12.2.1. All coverage provided herein shall be primary and any insurance maintained by the District shall be considered excess.

12.2.2. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the District may elect to undertake.

12.2.3. Advice of renewal is required.

12.3. It is understood and agreed that should any policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the District, the issuing company or its authorized agent shall give notice to the District in accordance with policy provisions.

13. Governmental Immunity. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the District would otherwise be entitled under §24-10-101, et seq., C.R.S., as amended.

14. Termination.

14.1. Generally.

14.1.1. The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

14.1.2. Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town,

specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

14.2. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner consistent with the Standard of Care, violates any material provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

15. Agreement Administration and Notice. For purposes of administering this Agreement [Name], [Title] will represent the District in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Contractor: _____

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time in writing and signed by both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. No Assignment. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this Agreement shall lie in Garfield County, Colorado.

19. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

20. No Third-Party Beneficiaries. The parties intend no third-party beneficiaries under this Agreement. Any person other than the District or Contractor receiving services or benefits under this Agreement is an incidental beneficiary only.

21. Attorneys' Fees. Should this Agreement become the subject of litigation between the District and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

CONFLUENCE EARLY CHILDHOOD DEVELOPMENT DISTRICT

By: _____
Name: Carolynne Kraemer
Title: Chair, Board of Directors

CONTRACTOR

By: _____
Name: _____
Title: _____