

## A G R E E M E N T

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, and together with Denver, the “City”) and , a Colorado **Non-Profit Corporation**, with an address of 3801 Martin Luther King Boulevard, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

**1. DEFINITIONS:** In addition to other terms which may be defined elsewhere in this Agreement, the following terms will have the meanings set forth in such subparagraph wherever used in this Agreement with the first letter of each capitalized.

**A.** “ACF” means the Administration for Children and Families in the U.S. Department of Health and Human Services.

**B.** “CFR” means the Code of Federal Regulations.

**C.** “Delegate Agency” means the Contractor or Contractor’s successor- in-interest with whom the City has contracted to operate a portion of the City’s Head Start Program.

**D.** “Denver’s Head Start Program” means a program or programs of the City and County of Denver that deliver Head Start services to certain children and their families living in the City and County of Denver (Head Start CFDA #93.600).

**E.** “Grant” means an award of financial assistance in the form of money, or property in lieu of money, by the Federal Government through the ACF to the City to operate Head Start Programs.

**F.** “Head Start” means a program of educational, social, psychological, health, nutritional, and parent education services to children and their families eligible to participate in Head Start programs under applicable guidelines of HHS.

**G.** “HHS” means the United States Department of Health and Human Services.

**H.** “Program Year” means the period of time designated by the ACF to the City to provide Head Start programs under the Grant (and is currently set as the calendar year beginning on July 1 and ending on June 30).

**I.** “Services” means the scope of services to be provided by the Contractor as

set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to administer and operate Head Start programs. For purposes of providing the Services, the Contractor is a subrecipient of federal Head Start funds.

**J.** “Subcontractor” means any entity other than a Subdelegate that furnishes, to the Contractor or its Subdelegates or Vendors, services (other than Head Start professional services), goods or supplies under this Agreement.

**K.** “Subdelegate” means any entity retained by Contractor, by written agreement to operate all or part of the Contractor’s Head Start program on a professional basis as described in this Agreement but does not include Vendors or entities retained to provide goods, services or supplies under this Agreement.

**L.** “Vendor” means, for purposes of this Agreement only, any entity retained by a Delegate Agency, by written subcontract, to provide a specified Head Start service on a professional basis for Denver’s Head Start Program and does not include Subdelegates or entities retained to provide goods, services or supplies under this Agreement.

**2. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Director of the Denver Head Start Office (the “Director” and the “Head Start Office” respectively) or the Director’s Designee.

**3. CONTRACT DOCUMENTS:** This Agreement consists of Sections 1 through 41, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

**A. Exhibit A,** Contractor’s Application and narrative to provide Head Start Services for program year 2021-2022 (Program Design).

**B. Exhibit B,** Contractor’s Budget and Justification.

**C. Exhibit C,** Calendar of Times and Days of Operations.

**D. Exhibit D,** Schedule for Submission of Reports.

**E. Exhibit E,** Certificate of Insurance.

**F. Exhibit F,** Site Locations.

**G. Exhibit G,** Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

**H. Exhibit H,** Standardized Health/Wellness Form.

**I. Exhibit I, Standardized Head Start Eligibility Form.**

The terms and conditions of Sections 1 through 41 will control any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced attached or incorporated in Exhibits.

**4. TERM:** The Agreement will commence on July 1, 2021 and will expire on June 30, 2022 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

**5. SERVICES TO BE PERFORMED:**

**A.** At the direction of the Director, or the Director’s Designee, the Contractor shall diligently undertake, perform, and complete all of the Services and produce all the deliverables set forth in the Exhibits attached hereto to the City’s satisfaction.

**B.** The Contractor is ready, willing, and able to provide the Services required by this Agreement.

**C.** The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by entities or highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**6. CONTRACTOR’S RESPONSIBILITIES:** In addition to any and all obligations required by law or stated elsewhere in this Agreement or in any attachments hereto, the Contractor will:

**A.** Assist the City as requested in reviewing currently designated Head Start facilities and provide advice and input concerning any and all decisions about such facilities;

**B.** Communicate timely with the Head Start Director concerning the provision of services hereunder and attend and participate in meetings as requested reasonably by the Director or the Director’s designated representative;

**C.** Ensure that all of Contractor’s staff have adequate skills, training, and experience for their respective functions and comply with the reasonable directions and requests of the City in implementing Head Start Services;

**D.** Permit the City or the ACF to carry out reasonable monitoring and

evaluation activities and ensure the cooperation of the Contractor, its employees, agents, board members, and subcontractors in such efforts;

**E.** Obtain and maintain all applicable licenses, permits and authority necessary to provide the Services under this Agreement;

**F.** Establish and maintain efficient and effective records and record-keeping policies in accordance with the requirements prescribed by the federal government or reasonably required by the City for all matters covered by this Agreement to provide accurate and timely information regarding children, families, and staff, and that will ensure appropriate confidentiality of this information;

**G.** Provide proper supervision of all children at all times and develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practice(s). The Contractor will notify the Director without delay of any incidents that involve serious injury or death to a child enrolled in Head Start or otherwise receiving Head Start services regardless of cause that occur on any of Contractor's Site Locations in accordance with the policy and procedures of the Denver Head Start Office as designated by the City and approved by the Contractor's management team. Further, in addition to all requirements established by law, the Contractor will report without delay to the City and to any and all appropriate authorities, any incidents of suspected or known child abuse or neglect of a child enrolled in Head Start or otherwise receiving Head Start services.

**H.** Establish policies and procedures to secure and protect all property purchased with funds provided under this Agreement, against theft, loss, damage, misuse or misappropriation. Contractor will further establish policies and procedures to safeguard electronic and computer information against theft, loss, damage, misuse, or misappropriation. Such policies and procedures will include, without limitation, specific terms for the acceptable and reasonable use of telephone, email and internet for non-business purposes.

**I.** Operate Head Start programs as designated by the City and County of Denver and in accordance with the hours and days set forth on **Exhibit C**, the Calendar of Times and Days of Operation.

In the event of an emergency (an unforeseen event that endangers the health or safety of children enrolled in Contractor's Head Start programs), the Contractor may cease

program operations for a limited period of time; provided, however, that Contractor will immediately take all necessary and appropriate measures to ensure that services are immediately reinstated for any and all children enrolled in Contractor's Head Start programs that may be displaced as a result of an emergency. In the event that Contractor ceases program operations as a result of an emergency, the Contractor will notify the Director of the cessation in program operations, the site or facility where program operations ceased, the actions taken by Contractor in response to the emergency, and Contractor's estimate as to when services will be reestablished at the site where the emergency occurred, by telephone on the same day of cessation and in writing within five (5) business days of the day of cessation.

**J.** Maintain program operations for the length of the Program Year as set forth in **Exhibit C**. If the Contractor changes the length of the Program Year or deviates in any manner from **Exhibit C**, Contractor will obtain the written approval of the City at least thirty (30) calendar days prior to the date the requested change is to be effective. Failure to request the advance written approval of the City will be deemed to be a default under this Agreement and may result in the City invoking any or all remedies stated in this Agreement.

**K.** Pursuant to applicable provisions of the Head Start Performance Standards, the Contractor will include in all Head Start meals those foods that conform to the "minimum standards" for meal patterns in accordance with any and all guidance issued by the ACF. In particular, but not by way of limitation, Contractor will comply with all requirements stated in 45 CFR 1302.42, 1302.44, 1302.31, 1302.46, 1302.90, as may be amended from time-to-time and will ensure that any and all Subcontractors will comply with said provisions.

**L.** Comply with all directives of the City issued in the form of a City-issued monitoring report within all timeframes designated in said City monitoring report. The Contractor will deliver to the City written confirmation of compliance with said directives on or before a date reasonably designated by the Director. If the Contractor cannot in good faith comply with any directive contained in a City monitoring report by the deadline established by the Director, the Contractor will notify the Director, on or before the deadline for written confirmation of compliance, in writing of the reasons why Contractor is unable to comply with a required directive and will propose a new date upon which the Contractor expects to comply with said directive. The Director will approve or disapprove of this new timeframe in writing, which approval will not be

unreasonably withheld.

**M.** Obtain, for each child enrolled in the Delegate Agency's Head Start program, a student identification number from the Local Education Agency (LEA) for the City and County of Denver and maintain this information in a comprehensive up-to-date report consistent with any format reasonably designated by the City.

**N.** Maintain at all times its funded enrollment level as designated by the City. If any vacancy occurs in any of Contractor's Head Start programs, the Contractor will fill such vacancy within thirty (30) calendar days. The Contractor will determine eligibility for enrollment in Head Start programs based on family income in strict accordance with Section 645 (a)(1)(B) of the Head Start Act. The Contractor will determine eligibility for recruitment, selection, enrollment, and attendance in Head Start programs based on the requirements of Section 645 of the Head Start Act and 45 C.F.R. 1302, Subpart A (Sections 1302.10 – 1302.18).

**O.** Comply with the City's policy directives and required procedures for branding and marking of the Services and other activities concerning Denver's Head Start Program. Branding includes, without limitation, how the Services and other activities concerning Denver's Head Start Program will be named and presented to the public and the roles of the City, ACF or HHS, and the Contractor in connection with the Services. Marking includes, without limitation, the development and use of graphic identities, trademarks, service marks, tradenames, logos, and signage to provide the Services to visibly acknowledge and identify the roles of the City, the ACF or HHS, and the Contractor in connection with the Services and other activities concerning Denver's Head Start Program.

**7. COMPENSATION:**

**A. Budget.** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement in accordance with the budget contained in **Exhibit B**.

**B. Reimbursable Expenses.** Except as set forth on **Exhibit B**, there are no reimbursable expenses allowed under the Agreement.

**C. Invoices.** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the last business day

of the following month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

**D. Maximum Contract Amount.**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Six Hundred Ninety Five Thousand Three Hundred Thirteen Dollars and Zero Cents (\$1,695,313.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to federal funds received for the Head Start program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**E. Recovery of Incorrect Payments.** The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including, but not limited to, applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City

or otherwise as provided by law.

**F. Non-Federal Share Match.** The Contractor will contribute a match of at least Twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **Four Hundred Twenty-Three Thousand Eight Hundred Twenty Eight Dollars and Zero Cents (\$423,828.00)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

**G. Expenditure Variance Reports.** The Contractor will prepare and submit to the City, according to the schedule in **Exhibit D** or a date agreed upon in writing by the Parties, an Expenditure Variance Report setting out in detail the following information: 1) a description by category of the amount and nature of all monies expended by Contractor during the budget period designated in the Contractor's Expenditure Variance Report; and 2) all non-federal share contributions made by Contractor during the budget period designated in Contractor's expenditure variances.

Every one of Contractor's Expenditure Variance Reports will be certified to be correct by an authorized representative of Contractor and will reference the Contract Control Number of this Agreement as designated below on the City's signature page. Every one of Contractor's Expenditure Variance Reports will be submitted with supporting documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction



listings, journals and invoices paid by the Contractor that equal or exceed One Thousand Dollars (\$1,000.00) for any transaction, time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing that services were performed within the period for which the payment is requested. Contractor will make available to the City and provide the City with a copy of any and all such documentation upon request.

**H. Federal Funds Contingency/Appropriations.** The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the Parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2021-2022, HHS may issue only a partial financial award for program costs for Program Year 2021-2022. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the Parties in the same manner as this Agreement.

All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds for the purposes of Head Start. In the event that federal funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the federal government, the City may reduce the total amount of compensation to be paid to the Contractor by revising **Exhibit B** or it may terminate this Agreement. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is inconsistent with amounts and categories listed on **Exhibit B**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.

**I. Updated Program Conditions.** If additional conditions are lawfully imposed on the Head Start Program and the City by federal, state, or local law, executive order, rules and regulations, or other written policy instrument, the Contractor will comply with all such

additional conditions. If the Contractor is unable or unwilling to accept any such additional conditions concerning the administration of the Head Start Program, the City may withhold payment to the Contractor of any unearned funds or terminate this Agreement in accordance with Section 19.A.2, below. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments.

**J. Modifications to Exhibits.** The Parties may modify an exhibit attached to this Agreement; provided, however, that no modification to an exhibit shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The Parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing this City Contract Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the Parties, approved as to form by the City Attorney's office, and uploaded into the City's automated contract system (Jaggaer) by an employee of the Head Start Office or another City office designated by the Director. All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect. Any modification to an exhibit agreed to by the Parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both Parties in the same manner as this Agreement.

**8. REPORTS:**

**A.** The Contractor will establish and maintain reporting systems in accordance with any and all policies, procedures and directives of the City concerning reporting requirements of delegate agencies and will require any and all Subdelegates and any Vendor to establish and maintain said reporting systems. In addition to any other reports required or requested under this Agreement or any exhibit, the Contractor will prepare and submit the following reports and will require any and all Subdelegates and, as directed by the Director, any Vendor to prepare and submit the following reports:

**(1) Enrollment Report.** The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor

at all times the number of students it has enrolled for Head Start services and will promptly identify any and all vacancies.

In the event that the Contractor determines that it has not maintained the designated number of enrolled students, the Contractor will include in the Enrollment Report a detailed explanation as to why such levels were not maintained and a detailed description of how Contractor will return said levels to the designated number. The Enrollment Report will be consistent with any format designated by the City.

(2) **Attendance Report.** The Attendance Report will include attendance for all approved program options on a monthly basis. Contractor will monitor at all times and report the monthly average daily attendance rate of students that it has enrolled for Head Start services in all program options. When the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), the Contractor will, in accordance with 45 CFR 1302.16, include in the Attendance Report a detailed explanation as to why such attendance rate was not maintained and a detailed description of how the Contractor will return the attendance rate to the designated level, and the number of absences that occur on consecutive days. The Attendance Report will be consistent with any format designated by the City.

(3) **Personnel Report.** The Personnel Report will include quarterly and year-to-date employment status for all staff and contract employees performing Head Start duties, including the position held by such persons and a listing of which positions, if any, are unfilled. The Personnel Report will be consistent with any format designated by the City.

(4) **Expenditure Variance Report.** The Expenditure Variance Report will include the information designated in Section 7.G of this Agreement concerning monthly expenditures, invoices, and non-federal share match requirements. The Expenditure Variance Report will be consistent with any format designated by the City.

(5) **United States Department of Agriculture (USDA) Report.** The USDA Report will include a complete listing of all funds reimbursed to the Contractor by the U.S. Dept. Of Agriculture for the costs of providing meals for children enrolled in or otherwise served by Head Start programs and will be consistent with any format designated by the City.

(6) **Self-Assessment Report.** The Self-Assessment Report will include a description of the progress of work set forth in **Exhibits A** and **B** as well as an evaluation of the

effectiveness of Contractor's management systems, child development and health services, family and community partnerships, program design and fiscal management operations information and will be consistent with any format designated by the City.

(7) **Administrative and Development Costs Report.** The Administrative and Development Costs Report will include an itemized description of all costs and expenses incurred relating to the administration and management of Head Start programs and will be consistent with any format designated by the City.

(8) **Other Reports.** The Contractor will prepare and submit any other report or information pertaining to the administration of Head Start programs and expenditure of Head Start funds as requested by the City; any and all official reports for federal, state and local governmental entities, as required by applicable law; and will prepare and maintain all records, statements and information as required by applicable federal, state and local laws for the purpose of carrying out the provisions of this Agreement or the Grant.

(9) **Inventory Report.** In accordance with Section 19 below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director. The date for submission of the Inventory Report may be set forth in **Exhibit D** or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

**B.** The reports required in this Section 8 will be submitted in accordance with the schedule set forth in **Exhibit D**. If Contractor does not submit such reports in accordance with **Exhibit D**, the City may determine and find that such failure constitutes an act of noncompliance, a deficiency or an event of default and the City may invoke any remedy provided in this Agreement or otherwise available to the City by law. If Contractor does not submit such reports in accordance with **Exhibit D** and no further payments are due from the City, then such failure will automatically be deemed to be an event of default and the City may, in addition to any other remedies provided in this Agreement or available to the City by law, deny Contractor any future awards, grants, or contracts of any nature by the City.

**9. PERFORMANCE MONITORING/ INSPECTION:** The Contractor will permit the Director or any other governmental agency authorized by law, or their respective authorized

designees, to monitor all activities conducted by the Contractor pursuant to the terms of this Agreement and inspect any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, relating to any matter covered by this Agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of reviewing methods, procedures and practices, examining internal evaluation procedures, examining program data, on-site observation, on-site verification, formal and informal audit examinations, attending all meetings, hearings, or proceedings held by the Contractor, its Board of Directors, or its employees or any other reasonable procedures relating to the performance of services under this Agreement. All such monitoring and inspection will be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Contractor will make available for inspection by the Director or the Director's designated representative any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, relating to any matter covered by this Agreement.

**10. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**11. EXAMINATION OF CONTRACTOR RECORDS:**

**A.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States,

including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

**B.** The Contractor will keep true and complete records of all business transactions under this Agreement, will establish and maintain a system of bookkeeping satisfactory to the City's Auditor and give the City's authorized representatives access during reasonable hours to such books and records, except those matters required to be kept confidential by law. The Contractor agrees that it will keep and preserve for at least three (3) years all evidence of business transacted under this Agreement for such period.

**C.** The Contractor acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements.

**12. AUDIT REQUIREMENTS:**

**A.** The Contractor will cause an annual single audit of Head Start services provided under this Agreement to be prepared by an independent auditor in accordance with applicable federal, state and City laws. Where required by applicable federal, state or City law, Contractor's auditor will provide an accounting certification that the audit was conducted in accordance with applicable standards set forth in the U.S. Office of Management and Budget ("OMB") circulars. All accounting practices will be in conformance with generally accepted principles.

**B.** Contractor will complete and deliver two copies of its audit report no later than six (6) months after the Contractor's prior budget year unless such time frames are extended in writing by the responsible HHS official. If the responsible HHS official extends said time frames, in writing, then Contractor's audit report will be submitted to the City at least two months prior to the new deadline. Contractor's agreements with any Subdelegates or any Vendor will contain a clause stating that Subdelegates or Vendors, as appropriate, are subject to the Audit Requirements of this Agreement or as may be imposed by federal, state and City law. Contractor's

audit will either include an audit of Subdelegates and any Vendor, unless said Vendor has been exempted in writing by the Director, or Contractor will cause Subdelegates and, if directed in writing by the Director, any Vendor to provide separately their own independent audits. If a Subdelegate or Vendor conducts its own audit for Head Start services provided hereunder, then the Contractor will provide two copies of such audit or the portions that pertain to Head Start services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subdelegates and any Vendor.

C. If, as a result of any audit relating to the fiscal performance of Contractor or its Subdelegates concerning Head Start programs, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor will so notify the City, in writing, and will identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that if Contractor's notice is dated within thirty calendar days prior to the deadline established or permitted by the ACF, then Contractor's corrections will be made and submitted to the City on or before the fifth working day from said federal deadline. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible HHS official.

D. The Contractor will satisfy the requirements of the Single Audit Act of 1984, as amended, codified at 31 U.S.C. §7501, *et seq.*, and as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

**13. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any

payment or other action by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor. No payment, or other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach of any term of Agreement constitutes a waiver of any other breach.

**14. INSURANCE:**

**A.** If the Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended (“Act”), the Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor’s liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

**B.** If the Contractor is not a “public entity” then, the following general conditions apply:

**(1) General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-” VIII or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The



insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) **Proof of Insurance:** Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor, Subdelegate's, and Subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages under this Agreement, except Student Accident coverage, Contractor's insurer shall waive subrogation rights against the City.

(5) **Subdelegates, Subcontractors and Subconsultants:** All Subdelegates, Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such Subdelegates or Subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subdelegates, Subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such Subdelegates, Subcontractors, and subconsultants upon request by the City.

(6) **Workers' Compensation/Employer's Liability Insurance:**

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(7) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

(8) **Automobile Liability:** Contractor shall maintain Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(9) **Student Accident:** Contractor will maintain limits of Twenty-Five Thousand Dollars (\$25,000.00) per claim for participants in the Head Start Program.

(10) **Commercial Crime (Fidelity):** Contractor shall maintain \$1,000,000 in commercial crime insurance coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

(11) **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

(12) **Additional Provisions:**

- (a) For Commercial General Liability and Excess Liability, the policies must provide the following:
- i. That this Agreement is an Insured Contract under the policy;
  - ii. Defense costs are outside the limits of liability;
  - iii. A severability of interests or separation of insured provision (no insured v. insured exclusion);

- iv. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- v. Any exclusion of sexual abuse, molestation or misconduct has been removed or deleted.

(b) For claims-made coverage:

i. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

(13) **Bond:** If required by applicable federal law, as currently presented in 45 CFR Part 75 304, the Contractor will obtain and keep in force during the term of this Agreement a fidelity bond, in form and surety acceptable to the City, conditioned upon the faithful and honest utilization and handling by the Contractor's employees and officers of all monies paid to the Contractor by the City pursuant to this Agreement, said bond to protect the City against any malfeasance or misfeasance with respect to such funds on the part of such persons. All appropriate federal officials will authorize any determination made by Contractor that such bond is not required by applicable federal law in writing.

**15. DEFENSE AND INDEMNIFICATION:**

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful

misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

**B.** Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

**C.** Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

**E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**16. TAXES, LATE CHARGES, AND PERMITS:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**17. ASSIGNMENT AND SUBCONTRACTING:**

**A. By the City.** The City may assign or transfer this Agreement at its discretion or when required by the ACF.

**B. By the Contractor.** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and the Subdelegate, sub-consultant, subcontractor or assignee.

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable federal and state laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor will submit proposed subcontract agreements to the Director for the Director’s review and approval no later than thirty (30) calendar days prior to the commencement of the Program Year or the commencement date of the proposed contract whichever is later. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

**18. TERMINATION:**

**A. Notice of Deficiencies (with opportunity for corrective action).** In the event the City identifies one or more deficiencies in Contractor’s performance of the Services or its other obligations under this Agreement, the Director will provide the Contractor with written notice of the deficiency or deficiencies (“Notice of Deficiencies”). The Notice of Deficiencies will identify the deficiencies to be corrected and will state that the Contractor is to either correct the Deficiencies immediately (or such longer period as the City may allow) or according to a Quality Improvement Plan (with included timeline) to be developed by the Contractor (the “Quality Improvement Plan”).

**(I)** If the Contractor is to correct the identified Deficiencies according to a deadline established by the Director, the Contractor will verify in writing to the Director, no

later than ten (10) calendar days after the designated deadline, that Contractor corrected the Deficiencies and the specific measures taken to complete such corrective actions.

(2) If the Contractor is to develop a Quality Improvement Plan, the Contractor will submit to the Director for the Director's approval, within ten (10) calendar days of the date of the Notice of Deficiencies, a Quality Improvement Plan that identifies the actions the Contractor will undertake to correct each identified deficiency and the date that Contractor expects to complete the Quality Improvement Plan. Within thirty (30) calendar days of the date of receipt of Contractor's proposed Quality Improvement Plan, the Director will notify the Contractor in writing of the Director's approval or disapproval. If the Director disapproves of the Quality Improvement plan, the Director will inform the Contractor of the reasons for that disapproval. If the Quality Improvement Plan is disapproved, the Contractor must submit, within ten (10) calendar days of the date of the Director's notice of disapproval, a revised Quality Improvement Plan, making the changes necessary to address the reasons why the initial Quality Improvement Plan was disapproved. If the Director does not approve or disapprove of the Quality Improvement Plan within ten (10) calendar days of the date of receipt, the City will be deemed to have approved the Quality Improvement Plan.

(3) Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in writing to the Director that it corrected each identified deficiency according to the Quality Improvement Plan and will further state the measures taken to correct each identified deficiency. If the Contractor does not complete the Quality Improvement Plan on or before the date designated for completion, the Contractor will provide written notice to the Director within twenty-four (24) hours of the date designated for completion and will state the reasons why the Contractor did not complete the Quality Improvement Plan and provide a new date of expected completion. Contractor's notice of non-completion of the Quality Improvement Plan will not be deemed to be a waiver of Contractor's obligations under the original Quality Improvement Plan. In no case will the deadline proposed in any Quality Improvement Plan exceed one year from the date that the Contractor received official notification of the deficiencies to be corrected.

**B. Remedies for Failure to Timely Correct Deficiencies.** If the Contractor fails to timely correct any deficiency or deficiencies identified by the City, the City has the right to

take any or all of the following actions, in addition to any and all other actions authorized by law:

(1) Withhold any or all payments to the Contractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed;

(2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the City's Head Start program. Denial of requests for payment and demands for reimbursement will be reasonably related to the amount of work or deliverables lost to the City;

(3) Disallow or deny all or part of the cost of the activity or action that has not been satisfactorily corrected or completed;

(4) Suspend or terminate this Agreement, or any portion or portions thereof, effective immediately (or such longer period as the City may allow) upon written notice to Contractor;

(5) Deny in whole or in part any application or proposal from Contractor for refunding of a Head Start program for a subsequent program year regardless of source of funds;

(6) Reduce any application or proposal from Contractor for refunding of a Head Start program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

(7) Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the City's Head Start Grant;

(8) Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor;

(9) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor will cooperate with the City in the transfer of the Services as reasonably designated by the City; or

(10) Take other remedies that may be legally available.

**19. OTHER GROUNDS FOR TERMINATION:**

**A. By the City.**

(1) The City has the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor for any default by the Contractor under this Agreement other than the failure to correct an identified deficiency which default has not been cured within the time period as set forth pursuant to Section 18.

(2) The City further has the right to terminate this Agreement upon thirty (30) days' written notice for the convenience of the City, if the Grant is suspended or terminated, in whole or in part, by HHS, or if the Contractor demonstrates to the Director that it is unable or unwilling to comply with any updated or additional program requirements lawfully imposed on the Head Start Program and the Services.

(3) Notwithstanding the preceding paragraphs, the City may terminate the Agreement, in whole or in part, if the Contractor or any of its officers or employees who have contact with Head Start children are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

Contractor will timely notify the City in writing if any employee, agent or contractor of Contractor is convicted or found liable, pleads *nolo contendere*, enters into a formal agreement in which the person admits guilt or liability, enters a plea of guilty, or otherwise admits culpability or liability for crimes of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business.

**B. By the Contractor.** The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's



failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations, and activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

C. Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in Paragraph 4, "**Term**", above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient.

## **20. PROCUREMENT:**

A. **Tangible Property**. The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws,

the standards identified in this Section, and 45 CFR Parts 75.327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the "Procurement Standards" contained in 45 CFR Part 75 and consistent with the requirements contained in this Section 20.

**B. Inventory.** The Contractor will establish and submit to the Head Start Director an annual inventory list, in such format as designated by the City's Head Start Director, of all unused supplies exceeding Five Thousand Dollars (\$5,000.00) in total aggregate value and all equipment purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all supplies and equipment so purchased. The Contractor will also cause its Subdelegates and, if directed by the Director in writing, any Vendor to establish and maintain a similar inventory list for all supplies and equipment purchased with funds provided under this Agreement.

**C. Real Property; Intangible Property.** Contractor will not use Head Start funds to purchase or otherwise acquire title to real or intangible property without the prior written consent of the City. Any proposed transaction to acquire title to real or intangible property will be made in conformance with applicable federal laws and any and all requirements as may be designated by the City.

**21. SITE LOCATIONS, LEASES AND LICENSES:**

**A. Site Locations/Leases.** The Contractor will operate Head Start programs at the facilities and locations identified on **Exhibit F**, entitled Site Locations. The Contractor will be responsible for executing any and all leases or amendments of leases of the real property and/or facilities designated on **Exhibit F**. The Contractor will maintain, and will cause any and all Subdelegates to maintain, copies of all leases and amendments thereto executed in the performance of services under this Agreement, and will deliver copies thereof to the City upon request.

**B. Changes to Site Locations.** If the Contractor or any employee determines that it is necessary to move, change or operate a Head Start program in any other facility or

location, it will notify the Director in writing within fourteen (14) calendar days of the date of such determination and will provide an explanation as to the reason why the move, change or new operation should be undertaken. The Contractor will not move, change or operate any Head Start program in any other facility or location, unless the City has approved of such move, change or operation in writing, in advance of any contractual obligation and occupancy by the Contractor of such new facility.

**C. Smoke and Toxin Free Facilities.** All Head Start Sites and facilities operated by the Contractor and its Subdelegates and any Vendor will be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with federal and City policies concerning the use or sale of tobacco in Head Start or City facilities, as such policies may be amended from time to time. No class will be operated in a facility that does not comply with any applicable federal or City policies. No class will be operated in a facility that is not a smoke or toxin free facility.

**D. Licensing of Site Locations.** The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in **Exhibit F**. In addition, the Contractor will secure, post and maintain in its' files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in **Exhibit F**. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain

all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

**22. COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver whether or not specifically referenced herein. In particular, the Contractor will perform the duties and satisfy the requirements of the following laws, regulations, and policies as may be amended from time to time:

- A. The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B. Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C. 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, and 92;
- D. All applicable circulars of the U.S. Office of Management and Budget ("OMB") including without limitation Omni-Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 CFR Part 200, *et seq.* and 2 CFR Part 25.110;
- E. Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;
- F. The terms and conditions of the Notice of Grant Award issued by ACF to the City concerning the Head Start program. Contractor further acknowledges that the Notice of Grant Award governing the Term has not yet been fully executed between the City and ACF;

**G.** The terms and conditions contained in all exhibits to this Agreement unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of the Services;

**H.** The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;

**I.** U.S. Executive Order 12549, Debarment and Suspension implemented at 2 CFR Part 180. The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 CFR Part 180 and 2 CFR Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Executive Director if at any time Contractor learns that the Contractor's certification to enter into this Agreement was erroneous, when submitted or has become erroneous, by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations;

**J. Byrd Anti-Lobbying.** If the Maximum Contract Amount exceeds \$100,000.00, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award

covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

**K. “New Restrictions on Lobbying.”** As set forth in implementing regulations 45 CFR Part 93, Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

**L. Non-Discrimination and Equal Employment Opportunity (Federal requirements).**

**(1)** In carrying out its obligations under the Agreement, Contractor audits officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political

affiliation or belief, or veteran status.

(2) Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.

(3) Contractor will incorporate the foregoing requirements of this section in all of its subcontracts.

(4) Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section;

**M. No Discrimination in Program Participation (Federal).** The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, religion, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA), or other Federal, State or local laws that provide additional protections against discrimination. Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and

hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Health and Human Services that that no person otherwise eligible to participate in programs and services supplied under this Agreement will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 CFR Part 75.300(c);

**N. Davis-Bacon Act.** 40 U.S.C. Section 276a-a(7) (2000) or to the extent that the Davis-Bacon Act is deemed not to apply to this Agreement, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages. Section 20-76 of the Den. Rev. Mun. Code is attached hereto and marked as **Exhibit G**;

**O. Mandatory Disclosures.** Contractor must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the Agency taking any of the remedies described in 2 CFR §200.338;

**P. FFATA.** The Federal Funding Accountability and Transparency Act of 2006, FFATA, and implementing rules and regulations;

**Q.** The Deficit Reduction Act of 2005, 109 P.L. 171;

**R.** Federal Privacy Requirements, as applicable, including without limitation, 45 CFR Parts 160, 164, and 1303 Subpart C and HHS's Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) implementing the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320 et seq. Contractor shall submit to the Director, within fifteen (15) days of the Director's written request, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information to which Contractor has access;



**S. No Discrimination in Employment (City Executive Order No. 8).** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

**T.** City and County of Denver Executive Order No. 94 concerning the use, possession or sale of alcohol or drugs. The Contractor, its officers, agents and employees will cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor's personnel from City facilities or participating in City operations;

**U. Confirmation of Lawful Employment (City Ordinance):**

**(1)** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**(2)** The Contractor certifies that:

**(a)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

**(b)** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), CRS, to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**(3)** The Contractor also agrees and represents that:

**(a)** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**(b)** It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**(c)** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation

in the E-Verify Program.

(d) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(e) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(f) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), CRS, or the City Auditor, under authority of D.R.M.C. 20-90.3.

(4) The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

**23. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. No oral representation

by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the Parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement.

**24. CONFLICT OF INTEREST:**

**A.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

**25. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Denver Great Kids Head Start Office  
201 West Colfax Avenue, Dept. 1101  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**26. DISPUTE RESOLUTION:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). Under this administrative hearing procedure, the City official rendering a final determination will be the Executive Director of the Mayor's Office for Education and Children.

**27. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**28. CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. Data and Information.** The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) personal information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred

to collectively as “City Data”. Contractor agrees that disclosure of City Data may be damaging to the City or third parties. Contractor agrees that all City Data provided to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect City Data as a reasonably prudent Contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential,” or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**B. “Personal Information”** means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic, cultural, or social identity.

**C. Data Protection and Security.** Contractor confirms and warrants that it complies with any and all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and City Data and that it will perform its obligations under this Agreement in compliance with them.

**D. “Data Protection Laws”** means (i) all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all Personal Information and City Data in accordance with all policies promulgated by Denver Technology Services, as

amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

**E. Confidentiality; No Ownership by Contractor.** Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. The City shall own all Client Information, and any other work product, with or without Personal Information, developed or obtained by Contractor pursuant to this Agreement and such information or work product are considered to be "City Data". Contractor has an obligation to immediately alert the City if Contractor's security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

**F. Use and Protection of Personal Information and City Data.** Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Data including without limitation: (i) keep and maintain Personal Information and City Data in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Data solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Data for Contractor's own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in "data mining" of Personal Information or City Data

except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

**G. Employees and Subcontractor.** Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling. Only those employees of the Contractor who have a direct need for City Data shall have access to any information provided to Contractor under this Agreement. Prior to allowing any employee of the Contractor to access or use any City Data, the Contractor shall require any such employee to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data or City Data to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data and protected information disclosed and reasonably designed to protect the City Data and protected information from unauthorized access, use, modification, disclosure, or destruction.

**H. Loss of Personal Information or City Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information

and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the person affected for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

**I. Data Retention and Destruction.** Using appropriate and reliable storage media, Contractor will regularly backup all City Data and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely destroy or transmit to City the City Data in an industry standard format. Upon the City's request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Data controlled exclusively by Contractor, Contractor will immediately preserve the state of the Personal Information or City Data at the time



of the request and place a “hold” on Personal Information or City Data destruction or disposal under its usual records retention policies of records that include Personal Information or City Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

**J. No other Databases.** Except as expressly approved in advance by the City, Contractor will not establish or maintain a separate database containing Personal Information or City Data to provide the services under the Agreement.

**K. Data Transfer Upon Termination.** Upon termination or expiration of this Agreement and City’s request, Contractor will ensure that all Personal Information and City Data is securely transferred to City, or a party designated by City, within thirty (30) calendar days. Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days’ notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor’s business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City.

**L. Disclaimer.** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and City Data on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or City Data. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not

limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

**M. Open Records.** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, CRS, and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**29. INTELLECTUAL PROPERTY RIGHTS:**

**A. City's Intellectual Property.** The City and Contractor intend that all property rights to any and all data, information, materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information, any derivative works thereof, supplied by the City to the Contractor in connection with the Services, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City.

**B. New Original Works.** The City and Contractor intend that all property rights to new materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created, developed, or supplied by the Contractor in connection with the Services, any derivative works thereof, in preliminary or final form and on any media whatsoever (collectively, "New Original Works"),

shall belong to the City free and clear from any and all claims of any nature relating to the Contractor's contributions and other efforts. The Contractor shall disclose all such items to the City unless the Director directs otherwise in writing. Contractor assigns to the City and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the New Original Works and all works based on, derived from, or incorporating the New Original Works. Whether or not Contractor is under contract with the City at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the City, to enable the City to secure patents, copyrights, licenses and other intellectual property rights related to the New Original Works.

(1) To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the New Original Works are a "work made for hire" and all ownership of copyright in the New Original Works shall vest in the City at the time the New Original Works are created. To the extent that the New Original Works are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the New Original Works to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Contractor will not copyright, trademark or patent any work, materials, devices, methods, processes, or products New Original Works developed by Contractor as a result of the Services provided under this Agreement without the prior written approval of the City and, if required, the federal government. To the extent that Contractor cannot make any of the assignments required by this article, Contractor hereby grants to the City a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the New Original Works and all works based upon, derived from, or incorporating the New Original Works by all means and methods and in any format now known or invented in the future. The City may assign and license its rights under this license.

(2) In addition, Contractor grants to the City, and the federal government if required, (and to recipients of New Original Works distributed by or on behalf of the City) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify

and distribute the contents of the New Original Works.

C. **License.** The City hereby grants a non-exclusive limited license to the Contractor to use, during the Term, the Materials and New Original Works for Head Start purposes only as well as any other Head Start program related materials, text, logos, documents, booklets, manuals, references, guides, brochures, applications, forms, advertisements, photographs, data, ideas, methods, inventions, and any other work or recorded information furnished to the Contractor for purposes of this Agreement, whether in preliminary or final forms and on any media. The Contractor may reproduce the Materials or New Original Works, add to them, combine them or otherwise modify them only for purposes of administering Head Start programs. Any other addition, combination or modification will require the prior written permission of the Director. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Materials and New Original Works, and all copies thereof, or will provide written verification that all such Materials and copies thereof have been destroyed by Contractor.

D. **Contractor's Pre-existing Works.** The Contractor shall retain all property rights to Contractor's Pre-existing materials, including derivative works, developed prior to the commencement date that are used in the performance of the Services ("Contractor's Pre-existing Materials"). The Contractor will disclose to the Director all Contractor's Pre-existing Materials, including derivative materials thereof, that Contractor uses in providing the Services. The City will not copyright, trademark or patent any of Contractor's Pre-existing Materials. Contractor hereby grants a non-exclusive limited license to the City to use for Denver's Head Start Program purposes only Contractor's Pre-existing Materials.

E. **Derivative Works.** The Parties intend that derivative works shall include revisions, improvements, alterations, adaptations, translations, or modifications to Contractor's Pre-existing materials or New Original Works, as appropriate. Contractor will not include any of the City's New Original Works in any derivative works to Contractor's Pre-existing materials.

F. **Trademarks/Copyrights.** Each party to this Agreement acknowledges the validity of the other party's service marks, trademarks, tradenames, patents, or copyrights, if any, and will not in any way infringe upon or otherwise harm the other party's rights or interests in such property.

30. **LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the

legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

**31. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

**32. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**33. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**34. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**35. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**36. PARAGRAPH/SECTION HEADINGS:** The captions and headings set forth

herein are for convenience of reference only, and shall not be construed as to define or limit the terms and provisions hereof.

**37. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

**38. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

**39. CITY EXECUTION OF AGREEMENT:** This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**40. LAWSUITS:** The Contractor will notify the City in writing within seven (7) calendar days of the date upon which any legal action or proceeding connected with or related to this Agreement is initiated by or brought against Contractor.

**41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Exhibits to Head Start/Delegate Agency Agreement**

1. **Exhibit A**, Contractor's Application and narrative to provide Head Start Services for program year 2021-2022 (Program Design).
2. **Exhibit B**, Contractor's Budget and Justification.
3. **Exhibit C**, Calendar of Times and Days of Operations.
4. **Exhibit D**, Schedule for submission of reports.
5. **Exhibit E**, Certificate of Insurance.
6. **Exhibit F**, Site Locations.
7. **Exhibit G**, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.
8. **Exhibit H**, Standardized Health/Wellness Form.
9. **Exhibit I**, Standardized Head Start Eligibility Form.

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**Contract Control Number:** MOEAI-202158233  
**Contractor Name:** CLAYTON EARLY LEARNING, TRUSTEE, GEORGE  
W. CLAYTON TRUST,

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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By:

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**Contract Control Number:**  
**Contractor Name:**  
W. CLAYTON TRUST,

MOEAI-202158233  
CLAYTON EARLY LEARNING, TRUSTEE, GEORGE

By:  \_\_\_\_\_  
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Name: Rebecca Crowe  
(please print)

Title: President and CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

Exhibit A

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## Section I. Program Design and Approach to Service Delivery

Clayton Early Learning is a hub for Colorado’s innovative work in early childhood development. Committed fiercely to the belief that healthy early childhood development, combined with support for the whole family, offers one of the most powerful levers for ending inequality. Clayton plays a leadership role in demonstrating what works in the early years and the positive impact that has on children and families over time. Clayton’s 20-acre campus in the heart of Denver is the home of Colorado’s only Educare School, a nationally recognized model supporting children from birth to age five and their families. We also impact systems change in Colorado and beyond through our research and evaluation services, professional development for teachers and leaders throughout Colorado, and policy and advocacy work. We **nurture** children and their families through a comprehensive

approach to child and family development. We **discover** what works through innovation, research, and a system of continuous improvement. We **advance** the field by building the capacity of early childhood changemakers, developing products, and influencing policy and systems change. Our comprehensive approach to early childhood education is expressed as **whole child, whole family**.

Educare Denver at Clayton Early Learning is a state-of-the-art environment where children from birth to age five grow up safe, healthy, and eager to learn. The Educare Denver School follows the 12 core features of the Educare model, which expands on Head Start and Early Head Start standards. We believe parents are their children’s first teacher and the primary influence in the



### *Our Mission*

Clayton Early Learning is an innovation hub that fosters thriving, equitable communities by partnering with families to nurture a whole child, whole family approach to the early years, discover what works, and advance systems change.

### *Our Vision*

With the support of family and community, every child’s first five years create the foundation to thrive.

### *Our Core Values*

At Clayton we aim to create the beloved community\*. We work to foster a community characterized by trust, dignity, love, and justice, with our children and families, our team members, and other partners on our campus and beyond. These values are foundational to Clayton’s beloved community. At Clayton we:

Value diversity, equity, and inclusion;  
Operate with integrity; Demonstrate bold humility; Strive for excellence; Innovate through collaboration.

direction of their development. Our purpose is to guide parents in their efforts to provide for their children's needs, engage their learning and develop the resources to meet their own self-determined goals.

## **A. Goals**

### **1. Program Goals, Measurable Objectives and Expected Outcomes**

#### **a-b. Reporting on Goals**

Table 1, beginning on the next page, summarizes progress and outcomes toward meeting the Measurable Objectives. Another source of information on progress are the program strengths identified in the most recent program self-assessment (2020-21) and detailed in the final section of this narrative. Clayton Early Learning Head Start has made no additions, deletions or revisions to its Program Goals, Measurable Objectives, and Expected Outcomes since baseline application.

- Program Goal 1: All Clayton Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.
- Program Goal 2: All Clayton Denver Great Kids Head Start children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.
- Program Goal 3: All Clayton Denver Great Kids Head Start families are Head Start leaders and advocates for their children and building connections in the community to improve their own skills and are engaged as their children's first teacher to ensure children are ready to succeed in school.
- Program Goal 5: Clayton Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.

**Table 1: Clayton Early Learning Head Start Program Goals, Measurable Objectives and Expected Outcomes**

<b>Program Goal 1: All Clayton Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.</b>	
<b>Objective(s)</b> 1.1 By 2023 ensure the implementation of high-quality teaching practices and environments as measured by CLASS® and ECERS.	
<b>Progress, Outcomes, and Challenges</b>	
<b>Year 1 (baseline) 2017-2018</b>	
<b>ECERS 3</b> Scores (2016-2017): 5.0 Total, 5.0 Space & Furnishing, 4.0 Personal Care Routines, 5.0 Language and Literacy, 5.0 Learning Interactions, 5.0 Interactions, 5.0 Program Structure	<b>Pre-K CLASS®</b> Scores (2016-2017): 6.5 Emotional Support, 6.0 Classroom Organization, 3.5 Instructional Support
<b>Year 2 2018-2019</b>	
<b>ECERS 3</b> Scores (2017-2018): 4.3 Total, 4.4 Space & Furnishing, 3.6 Personal Care Routines, 5.1 Language and Literacy, 3.5 Learning Interactions, 5.1 Interactions, 5.2 Program Structure	<b>Pre-K CLASS®</b> Scores (2017-2018): 6.5 Emotional Support, 5.8 Classroom Organization, 2.8 Instructional Support
<b>Progress/Outcomes</b>	<b>Challenges</b>
Teachers used their annual CLASS & ECERS assessments to set goals during consultation meetings with the Research & Evaluation Team. The Curriculum Instruction Mentor Coach team has begun to meet monthly to look closer at data (including CLASS & ECERS scores) and set goals. Monthly meetings have led to an increase in talking about these tools in coaching. Teachers include intentional environmental changes to their weekly lesson plans. HS teachers attended a training on the ECERS tool during pre-service (August 2018).	Though the total ECERS-3 score for Educare Denver increased nearly half of a point from 2016-2017, staff attrition continues to put a strain on instructional coaching. Successful efforts have been made to develop a series of trainings on the tools for teaching staff to gain initial and deeper understanding of how the quality of environments are measured with these tools. Additionally, the Curriculum & Instruction team has been participating in deeper discussions about how the results from these observations can be

	<p>used to support instruction in the classroom.</p> <p>Clayton will address staff attrition through surveys and resources such as Teach for America (TFA). All teachers will complete an “Intent to Return in Fall” form and “School Culture” survey. Our goal is to understand gaps in hiring, plan for intentional onboarding and identify supports needed for scheduling and classroom coverage. Clayton has hired one TFA applicant to co-lead in an extended day classroom.</p>
<p><b>Year 3 2019-2020</b></p>	
<p><b>ECERS 3</b>                  Scores (2018-2019):                  3.6 Total,                  3.6 Space and Furnishings,                  2.9 Personal Care Routines,                  3.8 Language and Literacy,                  3.4 Learning Activities,                  4.0 Interaction,                  4.0 Program Structure</p>	<p><b>Pre-K CLASS→</b>                  Scores (2018-2019):                  6.6 Emotional Support,                  5.8 Classroom Organization,                  2.8 Instructional Support</p>
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>100% of Clayton teachers use their annual CLASS &amp; ECERS assessments to set goals during an annual consultation meeting with Curriculum and Instruction mentor coach and the research and evaluation team. After Year 2 reflection, it was decided to have Curriculum and Instruction mentor coaches lead those consultations. The goals developed in consultations are revisited in coaching. The Curriculum and Instruction mentor coach team meets monthly with an interdisciplinary group, to look at child outcome data more closely (including CLASS &amp; ECERS) and set goals. Teachers have continued to include intentional environmental changes to their weekly lesson plans. 100% of HS teachers received consultations from ERS evaluators during Pre-service 2019 and attended an ECERS booster training during the January professional development day. Director of Curriculum and Instruction and MC team set specific coaching goals from Pre-CLASS scores for this school year on dimensions. One Mentor coach became Certified and Reliable on CLASS Pre-K. In order to improve classroom instruction and child interaction Clayton Early Learning received the High-Quality Teaching grant from DGKHS and offered</p>	<p>Teacher turnover continues to impact the quality of classroom environments. Clayton has updated the on-boarding process to include training and coaching on environmental screenings for new teachers.</p>

<p>CLASS® training to teachers from the Head Start delegates to increase the number of teachers who are CLASS® observer trained and certified. Clayton has three certified teachers; these teachers serve as a support to their colleagues.</p>	
<b>Year 4 2020-2021</b>	
<p><b>Scores (2019-2020):</b>  4.1 Total,  4.3 Space and Furnishings,  3.7 Personal Care Routines,  4.4 Language and Literacy,  3.6 Learning Activities,  4.7 Interaction,  4.0 Program Structure</p>	<p><b>Scores (2019-2020):</b>  6.5 Emotional Support  5.3 Classroom Organization  2.9 Instructional Support</p>
<b>Progress/Outcomes</b>	<b>Challenges</b>
<p>Clayton and Early Success Academy teachers participated in a DPP coaching opportunity by participating in a Professional Learning Community (PLC) focused on the book “Big Questions for Young Minds: Extending Children’s Thinking” written by Janis Strasser and Lisa Mufson Bresson in order to help them think deeper about their interactions with children and be able to ask more functional and focused questions. Head Start and Community coaches are certified CLASS observers. One was newly trained and the other two went through the recertification process. Clayton developed a teacher retention team during a design challenge to support staff retention and wellness.</p>	<p>Teacher turnover continues to be a challenge (especially with COVID-19) or teachers’ use of EFMLA to support their children with remote learning has created classrooms needing extended coverage. Working within the constraints of COVID-19 has limited the ability of Mentor Coaches and Specialist to enter classrooms for robust observations. SWIVL equipment has been purchased for the 2020-2021 year. This equipment is designed to follow the teacher and collect video and audio. This will be helpful for coaches to use for observations of teachers, children and will aid in coaching and self-reflection.</p>
<b>COVID-19</b>	
<p>With COVID-19 restrictions and guidelines classrooms have adjusted spacing of materials, environment and how they set up activities to support social distancing and mealtimes. This has also meant that materials in the classrooms have been limited and soft materials have been removed to ensure proper sanitation. Teachers and staff also have had increased training on cleaning and disinfection procedures for materials in the classrooms. Once returning in June 2020- all coaching and meetings have been done through a virtual platform often while teachers are in the classroom which has resulted in shortened coaching session- often only 30-45 minutes per classroom per week.</p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Develop and implement individualized, intentional, and meaningful plans for children in consultation with parents.</li> <li>• Convene teachers and CFE’s regularly to collaborate on plans for children and families; quarterly this meeting serves as a time for child family reviews.</li> </ul>	

<ul style="list-style-type: none"> <li>• Implement practices to enhance outcomes for all children in STEAM – science, technology, engineering, the arts and mathematics.</li> <li>• Use child assessment data to inform planning and practice.</li> <li>• Use CLASS results to improve classroom culture and the quality of child/teacher interactions.</li> <li>• Provide training on interdisciplinary practice to build the capacity of staff to engage in collaboration.</li> <li>• Individualized language goals for dual language learners</li> </ul>	
<p>Data, Tools, or Methods for Tracking Progress Above: Educare Learning Network (ELN) staff survey results; ELN Outcome Study Data; social/emotional assessments; CLASS results; DECA results; PLS-5; PPVT; Teaching Strategies GOLD®; Organizational Climate Inventory results; ECERS results.</p>	
<p><b>Objective(s)</b> 1.2 By 2023 Plan and implement curriculum and instructional strategies with sufficient fidelity, consistency, frequency and intensity to ensure children’s mastery of skills as measured by TS GOLD®.</p>	
<p><b>Progress, Outcomes, and Challenges</b></p>	
<p><b>Year 1 (baseline) 2017-2018</b></p>	
<p>TS GOLD® (2016-2017) Percentage of Children Meeting or Above Growth Range: 71% Social-Emotional, 82% Physical, 76% language, 71% Cognitive, 81% Literacy. and 84% Mathematics</p>	
<p><b>Year 2 2018-2019</b></p>	
<p>During 2017-2018 of the 3-year age group growth gains on the TSGOLD® Domains were: Social Emotional 73%, Physical 86%, Language 82%, Cognitive 77%, Literacy 67%, and Mathematics 68%, and of the Pre-K age group: Social-Emotional 61%, Physical 94%, Language 69%, Cognitive 83%, Literacy 85% and Mathematics 89% that were at or above national expectations.</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>Teachers have two hours of planning/coaching each week. They use this time to develop individualized, intentional, and meaningful plans that support children in their development. Additionally, teaching teams have an Early Intervention (EI) meeting each month, to discuss success, challenges, and strategies with an interdisciplinary team and develop next steps. The Curriculum and instruction team engaged in a fidelity to Creative Curriculum study in order to support teachers in delivering the curriculum. Teachers had the opportunity to look at this data and develop some next steps for their own implementation. Mentor Coaches monitored teacher’s data entry into TSG, resulting in more authentic observations and next steps for child outcomes.</p>	<p>TS GOLD® is only one of the tools used to monitor progress in the Clayton Early Learning Head Start program. Teachers are encouraged to use other standards/objectives (i.e. the Colorado Early Learning Guidelines, and the HS Early Learning Framework). Some teachers find it challenging to balance the effective use and application of these multiple developmental tools.</p>
<p><b>Year 3 2019-2020</b></p>	
<p>TS GOLD® (2018-2019) Social Emotional: 75%, Physical: 76%, Language: 74%, Cognitive: 79%, Literacy: 72%, Mathematics: 64%</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>Early intervention meetings have become more efficient to ensure that teachers have time to go over goals and</p>	<p>Teacher turnover and vacancies provide challenges to adhering to</p>



<p>problem solve implementing strategies in their rooms. During the 2019-20 school year, the classrooms and CI mentor coaches have been revisiting the Creative Curriculum Fidelity Checklist. CI mentor coaches monitor teacher’s data entry into TS GOLD® on a weekly basis, which has ensured teachers are entering authentic observations regularly throughout the checkpoint period. TSG data is used in coaching and planning to identify needs for intentional planning for both group and individual children. Mentor coaches encourage use of screeners and program goals for intentional teaching opportunities. This includes our lesson plans used in partnership with Denver Zoo and Culture of Wellness.</p>	<p>scheduled planning time. Clayton will continue to provide training and coaching on strategies to support the use of embedding resources in planning conversations and reflective supervision.</p>
<p><b>Year 4 2020-2021</b></p>	
<p>During 2019-20 of the 3-year age group growth gains on the TSGOLD® Domains were: Social Emotional 56%, Physical 71%, Language 63%, Cognitive 55%, Literacy 64%, and Mathematics 58%, and of the Pre-K age group: Social-Emotional 71%, Physical 65%, Language 50%, Cognitive 53%, Literacy 75% and Mathematics 88% that were at or above national expectations.</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>50% of our Head Start Classrooms have teachers who are participating in or have taken the Erikson Math training. Classrooms participated in many community programs including the Denver Zoo program, Dance classes, Denver Public Library Readers. Teachers participated in TSG trainings and modules that reflected their Individual Professional Development (IPDP) goals. These modules helped ensure teachers understanding of the tool to have increased fidelity. These modules included topics such as Introduction to my TSG, getting to know the Creative Curriculum, Implementing GOLD and MyTeaching Strategies, Supporting Family Engagement, Social Emotional, Getting started with studies and Positive guidance for an inclusive collaborative classroom. Additionally, these learning modules supported teachers in increasing their PDIS credential. In 2020-21 100% of Clayton Classrooms will be fully utilizing the Tadpoles system. Tadpoles allows easier communication between teacher and families. It also allows teachers to more easily and in a more streamlined way collect observations. In 2020-2021 100% of Clayton and ESA teachers will be solely using TSG for lesson planning, to use the data from their observations and intentional teaching activities that TSG offers to support children’s learning and development. In 2020-21 6 out of 8 of Clayton HS classrooms will have at least one teacher who has or is currently participating in the Erikson Math Program.</p>	<p>School was closed from March to June due to COVID-19 forcing teachers to find innovative ways to collect documentation including video observations, parent reporting and zoom meeting. Full participation in remote learning activities was challenging for some families due to technological difficulties, their own work priorities, or other children who were participating in remote learning.</p>

<b>COVID-19</b>
<p>TSG final data collection for May 2020 was compiled in the spring in which children were not in physical attendance in the program. Many of the observations recorded were from a parent perspective. Clayton did not complete Summer 2020 check point.</p> <p>During the COVID-19 closure 100% of lead teachers participated in the a PLC using the book “Big Questions for Young Minds” written by J. Strasser and L.M. Bresson to learn more about higher order thinking skills in children and to help focus their observations and documentation of children’s learning. In addition, teachers continued to provide learning opportunities for children by sending weekly lesson plans aligned with Creative Curriculum and TSG to families to complete with children in their home environments. Teachers offered multiple times and ways to connect and continue learning using zoom or phone conversations, teachers created You-tube videos in which children were able to watch and engage in follow up activities. The expectation was for teachers to provide 2-3 circle times a week along with a full week’s worth of learning activities. Children were provided with necessary learning materials, which included backpacks and activity kits that were given to families during Clayton cares, delivered, or picked up via drive through. Once reopening families had the option to return to school immediately or continue remote learning, if they continued remote learning, they were assigned a teacher with the expectation to participate in three circle times a week and one-on-one sessions with teacher and CFE.</p>
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Implement the Creative Curriculum for Preschool.</li> <li>• Administer multiple methods of assessment over time to provide insight into the educational experiences that will be the most valuable for individual children.</li> <li>• Provide training, coaching and reflective supervision to staff across a variety of evidence-based content areas.</li> <li>• Implement comprehensive data utilization practices to support individualized learning opportunities for all children.</li> <li>• Convene a curriculum work group (including parents and staff) to examine the rigor of curricula implementation using tools such as curriculum mapping tool and lesson planning rubrics.</li> </ul>
<p>Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Preschool Screenings &amp; Assessments: Teaching Strategies GOLD®, PLS-5, ESI-R PPVT, Bracken, DECA, lesson plan review, parent participation in home links and school activities, Touchpoints© evaluation.</li> <li>• Outcome Evaluation Child Assessments: Annual analysis of outcome data and longitudinal data in collaboration with DPS.</li> </ul>
<p><b>Objective(s)</b></p> <p>1.3 By 2023 Use the research base and program language policy to support families in implementing language and literacy strategies as measured by Dialogic Reading implementation.</p>
<b>Progress, Outcomes, and Challenges</b>
<b>Year 1 (baseline) 2017-2018</b>
Benchmark of 80% of Parents are trained in Dialogic Reading
<b>Year 2 2018-2019</b>

100% of families were offered dialogic reading workshops throughout the program year and encourage families to read in their home language. Books are often distributed to families at family meetings and events to build a home library.	
<b>Progress/Outcomes</b>	<b>Challenges</b>
In November 2018, families were invited to sign up for Dolly Parton’s Imagination Library, a book gifting program that mails free books to children birth to age five. CFEs and teachers supported families in using these books to implement Dialogic Reading strategies. February was I Love to Read Month. Related activities include parent trainings on techniques related to Dialogic Reading and using picture book interactions to increase their children’s oral language and vocabulary. We also continue to offer mini Dialogic Reading trainings during Parent/Child Activities throughout the year in our classrooms.	At this time there are no specific numbers available for dialogic reading. These workshops have been offered in various venues. Moving forward Clayton’s family engagement team will document the name of families and date of completion of DR workshop and training in COPA.
<b>Year 3 2019-2020</b>	
All enrolled families were offered training in Dialogic Reading.	
<b>Progress/Outcomes</b>	<b>Challenges</b>
In 2019, Clayton Early Learning continued our partnership with Dolly Parton’s Imagination Library book gifting program. The Family Leadership Committee created a mobile Lending Library for families to exchange books. All enrolled children received books during Back to School Night and Celebration of Culture to support at-home reading. In September, families participated in a program-wide Selfie Challenge to document their parent-child reading activities at home as part of Literacy Month. Guest readers read to children for Literacy Month and during the Celebration of Culture. HIPPIY CFEs model interactive reading strategies and activities with families at each home visit and monthly socialization. Clayton’s classrooms partner with Denver Public Library as part of their Read Aloud program, which consists of weekly volunteers who read in the classrooms. Dialogic Reading training was offered at the school during parent child activities as well as during the all parent meetings. Home based families received dialogic reading training during their home visits.	There are no challenges at this time.
<b>Year 4 2020-2021</b>	
100% of enrolled families were offered Dialogic Reading training and encouraged to read books in their home language. All enrolled families were invited to enroll in the Imagination Library program, and books were distributed monthly throughout the year.	
<b>Progress/Outcomes</b>	<b>Challenges</b>
Dialogic reading training was offered to families and staff in a variety of events throughout the year such as: Parent/Child activities, “I Love to Read Month”, “Hair	There are no challenges at this time.

love”, count-day, and back to school night. Books and Dialogic Reading process with examples of interactions before, during and after reading were given to children and families at each event. 100 % of HIPPY Homebased families received training and practiced dialogic reading in their home language when possible during socializations and weekly home visits. This year, literacy Month is scheduled for March 2021, with a month long of literacy activities planned. All enrolled families will be invited to participate in a Dialogic Reading training. The Fathers Building Futures Committee purchased books and will host a virtual story hour starting in 2021. Each week, a father will volunteer to read aloud to a classroom via Zoom. All program options will be offered the opportunity to participate. Following each week’s reading, all children will receive the book in either English or Spanish. During school closure Children received books from the school or DGKHS and teachers emailed YouTube links to families in which they modeled how to read to children. Head Start teachers were offered the Dialogic Reading training on PDIS during closure. In addition, Clayton Early Learning continued the partnership with Dolly Parton’s Imagination Library, which provides a book monthly to each enrolled child. Child Family Educators collected their families’ books, and distributed them through Clayton Cares, deliveries or parking-lot pickups. Newly enrolled families are encouraged to register in the Dolly Parton’s Imagination Library.

### **COVID-19**

Clayton Cares offered several literacy activities including books and resources that detailed the Dialogic Reading process with examples of interactions before, during and after reading as well as a link to videos about the Dialogic Reading process in English and Spanish. All enrolled families were provided information on the Denver Public Library’s live story times on YouTube, and the Phone-a-Story line as the Read-Aloud program could not continue during the pandemic.

Activities or Action Steps to Meet Objective Above:

- Collaborate with parents to expand everyday learning through Home Links that connect with the classroom’s lesson and Teaching Strategies GOLD© parent activities.
- Engage teachers, CFEs and parents to collaboratively develop Individual Child Curriculum Plan (ICCP) and set family goals in Child Family Reviews.
- Hold parent meetings in each classroom to engage parents with the classroom curriculum.
- Provide program-wide all-parent meetings that offer training and support in diverse topics related to child development, language and literacy and that engage the family in their child’s education, including Dialogic reading. A series of Dialogic Reading trainings will be offered to families in the upcoming months.
- Provide staff training and coaling in child language and literacy development, family literacy strategies, and adult learning strategies.

<ul style="list-style-type: none"> <li>Implement developmentally appropriate family literacy practices and strategies.</li> </ul>	
Data, Tools, or Methods for Tracking Progress Above: Attendance reports from Dialogic Reading trainings; Evaluation forms from Dialogic Reading trainings	
<p><b>Program Goal 2: All Clayton Denver Great Kids Head Start children will receive culturally and linguistically responsive high-quality health, mental health and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.</b></p>	
<p><b>Objective(s)</b> 2.1 By 2023 Foster social/emotional health as a foundation for all other learning for children, families and staff as measured by TS GOLD©, and DECA-IT.</p>	
<b>Progress, Outcomes, and Challenges</b>	
<b>Year 1 (baseline) 2017-2018</b>	
100% of children will make gains on measures of social emotional development and self-regulation.	
<b>Year 2 2018-2019</b>	
68% of the 3-year age group, and 89% of the Pre-K age group made growth gains on the TSGOLD© Social Emotional Development domain that were at or above national expectations (2017-2018).	
<b>Progress/Outcomes</b>	<b>Challenges</b>
An organization wide effort was begun to increase classroom use of the program’s social-emotional curriculum, Conscious Discipline. A cohort of teachers and coaches attended the Conscious Discipline training over the summer (2018). Additionally, during the 2018-19 school year, a group of Lead Teachers has been meeting bi-weekly to learn about Conscious Discipline and plan for deeper classroom implementation. This increased focus on Conscious Discipline has begun to trickle down to more staff members, resulting in classrooms that nurture children’s social-emotional health by building emotionally supportive classrooms. Specific strategies include breathing, safe place, classroom jobs, visual routines and schedules, “I Love You” and other connecting rituals, intentional greetings, noticing, and safe language. During monthly Individualized Education Plan (IEP) meetings, an interdisciplinary team talks about each child’s social-emotional development, using data from DECA when it is timely. Coaches also have goals related to areas of growth in the ECERS.	The biggest challenge is the breadth of resources, tools, curriculums, initiatives & approaches we are challenging teachers to implement in their classroom. The breadth of resources doesn’t allow teachers to get as much depth with any one resource, including Conscious Discipline. Clayton school directors and mentor coaches will complete a cross walk of resources, tools, initiatives and approaches offered to teachers. They will identify common elements to simplify and embed the content and use of all resources.
<b>Year 3 2019-2020</b>	
72 % of the 3-year age group, and 91% of the Pre-K age group made growth gains on the TSGOLD© Social Emotional Development domain that were at or above national expectations (2018-2019).	
<b>Progress/Outcomes</b>	<b>Challenges</b>
This year during professional development day’s staff were offered a training strand on Trauma Informed Care,	Not all of the Family engagement staff have been trained on Conscious

<p>which connected Conscious Discipline as an effective Trauma Informed approach to providing interventions and Social Emotional learning. An interdisciplinary group of staff across the organization attends this training strand. The Family Engagement team shares DECA results and Conscious Discipline strategies with families following the screening. Strategies from these screeners support increased parent-child relationships, child development, and intentional classroom experiences. This fall Clayton offered Conscious Discipline parenting classes that focus on understanding Composure, Assertiveness, Encouragement and Choices. Each session allowed parents the opportunity to practice through role play and partner work as well as engaged in a make and take activity that was designed to take home to do the learned activity with the children to help the content come to life.</p>	<p>Discipline. Staff will receive training in Spring 2020.</p>
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**Year 4 2020-2021**

100% of Educational Services staff were trained in the Conscious Discipline curriculum.

**Progress/Outcomes**

This year presented a unique opportunity to have 100% education staff (Including family engagement and coaches) trained on Conscious Discipline. Staff completed over 10 hours of online Conscious Discipline training and 5 hours of reflective practice. This extensive training covered all the Powers and Skills of the Conscious Discipline curriculum. Fall of 2019 Clayton had 12 families attend the 4-part Conscious Discipline parenting series. These sessions are designed to allow families to connect with one another while learning some new parenting skills. Each session allowed parents the opportunity to practice through role play and partner work as well as engage in a make and take activity that was designed to take home to support the learning in the home and with the child. The EMBRACE (Embedding Mindfulness for Building Responsive and Competent Educators) program continues to be rolled out for Educare classrooms. In the 2019-2020 school year a total of 6 HS teachers have participated in the program.

**Challenges**

A challenge continues to be helping staff integrate and utilize all the different resources, curriculums, approaches that we offer.

**COVID-19**

The focus on Social Emotional curriculum was ever more important as staff, families and children went through the collective trauma that COVID 19 brought about. When we began again “in person” 100% of education staff had a foundational training in Conscious Discipline through the online video modules.

Activities or Action Steps to Meet Objective Above:

- Build trusting relationships with children and families.
- Provide emotionally supportive classroom environments and model positive approaches to learning.

<ul style="list-style-type: none"> <li>• Promote a positive organizational climate that values culturally competent and respectful interactions between children, families and staff.</li> <li>• Provide training and coaching to staff on Conscious Discipline.</li> <li>• Pilot a coaching intervention called Embedding Mindfulness for Building Responsive and Competent Educators (EMBRACE).</li> <li>• Continue to train and mentor staff on implementation of the Touchpoints© approach.</li> </ul>	
<p>Data, Tools, or Methods for Tracking Progress Above: DECA, TSGOLD©, Touchpoints© Evaluations; ELN Staff Survey; CLASS scores for positive climate; EMBRACE Pilot Evaluation Findings and Progress</p>	
<p><b>Objective(s)</b> 2.2 By 2023 Foster overall health of children and families through improved health, nutrition and physical activity practices as measured by comprehensive monitoring of up to date medical and dental status.</p>	
<p><b>Progress, Outcomes, and Challenges</b></p>	
<p><b>Year 1 (baseline) 2017-2018</b></p>	
<p>100% of children are current on screenings, immunizations, well-child checks and nutrition assessments 85% of children maintain a healthy weight (BMI).</p>	
<p><b>Year 2 2018-2019</b></p>	
<p>99% of children are current on screenings, immunizations, well-child checks and nutrition assessments 91% of children maintain a healthy weight (BMI).</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>Program staff ensure menus are culturally and developmentally appropriate for all children, families, and staff support cooking activities in classroom and home links. Clayton Early Learning makes diet accommodations for all children, regardless of their nutrition or physical accommodations; and provide fresh produce and bread weekly through our partners Denver Food Rescue and Denver Urban Gardens. Staff wellness events are mirrored for children and families, e.g. bike to work/school day; Taste of Clayton; Green Smoothie day; hydration stations; nutrition workshops. We collaborate with Culture of Wellness in Preschools using I am Moving; I am Learning and the National Integrative Nutrition Education Program. A WIC dietitian is available to families on site for consultation for children and families. 100% of children have nutrition assessments completed; 90% of children have a healthy weight; 100% children have a medical home; 100% of children have a dental home; 100% of children have medical insurance; 92% of children have a well child check up to date; 90% of children have been determined by a health care professional to be up-to-date on all immunizations appropriate for their age (Of the remaining children, 7%</p>	<p>There are no challenges at this time.</p>



<p>of children were determined by a health care professional to have received all immunizations possible at this time; 3% of children meet state guidelines for an exemption from immunizations).</p>	
<p><b>Year 3 2019-2020</b></p>	
<p>95% of children are current on screenings, immunizations, well-child checks and nutrition assessments 90% of children maintain a healthy weight (BMI).</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>The creation of seasonal menus ensure that our children receive a variety of local, seasonal, organic plant rich foods in their diets. Menus are cycled every 4 weeks within each season. Clayton is launching the Seed to Stomach Initiative that will increase fresh organic produce to program meals, families, staff and community. This will be accomplished through new vertical shipping container tower gardens. A partnership with Montessori School of Denver will include a student mentor program to increase Clayton students’ knowledge and skills around farming. Clayton is also in communication with Big Green to support the development a nutrition curriculum birth to five. Our continued partnership with Denver Food Rescue, Denver Urban Gardens has provided produce, canned goods and bread to children and families. A partnership with Designsapes and Hardy Boy plants allowed us to introduce and plant an orchard on campus that includes Apples, Pear, Plums, and Apricots trees. The collaboration with Culture of Wellness (COW) in Preschools using I am Moving, I am Learning, and the National Integrative Nutrition Education Program continues to be favorite for children, families and staff. They will provide a six-week Parent Wellness Workshop in the spring in English and Spanish to educate families on nutrition, healthy eating routines, and physical movement. COW is a part our school family and participate in most of our school wide parent events. During their participation they support families with signing up in the Text2LiveHealthy program. This innovative program allows for families to receive nutritional text messages on a weekly basis from Culture of Wellness that supports with healthy eating and physical movement opportunities. 100% of children have nutrition assessments completed; 90% of children have a healthy weight; 100% children have a medical home; 100% of children have a dental home; 100% of children have medical insurance; 95% of children have a well child check up to date; 95% of children have been determined by a health care</p>	<p>Although we have scheduled hearing, vision and dental screenings it is still a challenge for home-based families to attend. We continue to look for ways to support the screening requirements with our home-based team.</p>



<p>professional to be up-to-date on all immunizations appropriate for their age (Of the remaining children, 5% of children were determined by a health care professional to have received all immunizations possible at this time; 3% of children meet state guidelines for an exemption from immunizations).</p>	
<p><b>Year 4 2020-2021</b></p>	
<p>96% of children are current on well child checks, 95% of children maintain a healthy weight (BMI), 100% of children have a medical home, dental home, and insurance</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>Through a partnership with the Educare Network &amp; Denver Nuggets Clayton Early Learning was able to create a Clayton Cooks recipe book as part of the Seed to Stomach Initiative. The recipe book features many of the seasonal plant-focused meals that the children experience while at school. In order to provide the same delicious learning opportunity as the classroom, every family &amp; staff will receive a copy of the recipe book with groceries and supplies. We will be shooting a virtual Clayton Cooks Series to provide an engaging culinary experience. Through Clayton’s consultation services with Denver Health WIC we are now able to offer families and children virtual WIC and Snap benefits. 100% of children have nutrition assessments completed; 100% of children have a medical home; 100% of children have a dental home; 100% of children have medical insurance; 96% of children have a well child check up-to-date; 90% of children have been determined by a health care professional to be up-to-date on all immunizations appropriate for their age. Of the remaining children, 7% of the children were determined by a healthcare professional to have received all immunization possible at this time; 3% of children met state guidelines for an exemption for immunizations.</p>	<p>Due to the COVID-19 pandemic onsite non urgent medical and dental services were temporarily suspended from March-August of 2020. Clayton staff ensured that documentation was current.</p>
<p><b>COVID-19</b></p>	
<p>Clayton Early Learning established a COVID-19 taskforce to create guidelines and procedures to safely re-open. (Refer to Clayton COVID-19 manual). An online Clayton COVID-19 manual was created that details effective practices and protocols and can be updated as necessary. Staff created a Padlet list of resources for Mental Health and Social Emotional COVID-19 related resources for children and families (many available in Spanish) <a href="https://padlet.com/karenlcswco/3xmkcchoju7q41rbz">https://padlet.com/karenlcswco/3xmkcchoju7q41rbz</a> Daily health and temperature check points were created for families and staff. Personal protective Equipment is provided to children and staff including, masks, smocks, t-shirts, gloves, shoe covers, etc. Through a partnership with COVID Check Colorado all Clayton children, families, and staff have access COVID-19 Testing at no cost. Testing is available on campus and at other COVID Check Colorado locations. Clayton Early Learning was able to safely resume hearing and vision screenings with new COVID-19 safety protocols. Clayton continues to partner with Colorado Department of</p>	

<p>Public Health and Environment (CDPHE) and Children’s Hospital School Nursing Consultants to support children, families, and the program with COVID-19 resources and care. COVID-19 updates are shared via text and email to ensure staff and families are apprised of possible exposures, updates in the CDPHE guidelines, and testing information. School staff in coordination with the Human Resources Department created an internal process for COVID-19 tracking and reporting. Family style dining has been temporarily suspended due to COVID-19 safety restrictions. Classroom tooth brushing has been temporarily suspended due to COVID-19 safety restrictions.</p>
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Assist families to access health insurance and a medical home.</li> <li>• Implement family wellness activities and workshops within the program and the home through physical health and nutrition curricula.</li> <li>• Providing training, information and supports that enhance parent knowledge of and improved practice in implementing nutritious meals and physical activity.</li> <li>• Strengthen parent understanding of best practices in oral health and the importance of referral follow-up.</li> <li>• Implement family engagement activities that focus on supporting family development in the area of health, mental health and nutrition services.</li> </ul>
<p>Data, Tools, or Methods for Tracking Progress Above: Monthly health data reports; screenings; referral tracking report data; workshop attendance reports; workshop evaluations</p>

**Program Goal 3: All Clayton Denver Great Kids Head Start families are Head Start leaders and advocates for their children and building connections in the community to improve their own skills and are engaged as their children’s first teacher to ensure children are ready to succeed in school.**

<p><b>Objective(s)</b> 3.1 By 2023 Support families in meeting their education, health, social service, and family goals as measured by monitoring of Family Partnership Agreements.</p>	
<p><b>Progress, Outcomes, and Challenges</b></p>	
<p><b>Year 1 (baseline) 2017-2018</b></p>	
<p>100% of families develop and make progress on family partnership agreement goals.</p>	
<p><b>Year 2 2018-2019</b></p>	
<p>87% of School Based of families developed and made progress on family partnership agreement goals and 7% of families declined to complete one.</p>	
<p><b>Progress/Outcomes</b></p> <p>100% of family engagement staff completed training on the CCR’s Strengths, Needs, and Interests (SNIP) Survey and its use in identifying the needs of the families. The family engagement team plans include Goal Setting and relationship building based upon PFCE to ensure staff are supporting families in meeting their goals.</p>	<p><b>Challenges</b></p> <p>64% of Child Family Educators are newly hired since March 2018. Of these seven, only one individual had previous Head Start experience.</p>
<p><b>Year 3 2019-2020</b></p>	
<p>93% of School Based of families developed and made progress on family partnership agreement goals and 7% of families declined to complete one.</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>

<p>Family Engagement staff completed training on the CCR and its use in identifying the needs of the families. The family engagement team plans include Goal Setting and relationship building based upon PFCE to ensure staff are supporting families in meeting their goals. 100% of School-based CFEs received a training on the Family Partnership Process to help support with the development of FPAs and strengthening relationships with families.</p>	<p>50% of Child Family Educators are newly hired since July 2019. Of these (5), 2 individuals had previous Head Start experience. Clayton’s Family Engagement mentor coach will continue training for new staff.</p>
<p><b>Year 4 2020-2021</b></p>	
<p>75% of families created and progressed with Family Partnership Agreements goals, and 1 family out of 237 families declined to complete an FPA, about 0.4%.</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>100% of Family Engagement staff received training on accessing and completing the CCR to identify needs of enrolled families. The CCR was moved to an online Airtable form for completion, families who were not able to access the online format were provided with paper copies. 100% of Child Family Educators received a data entry training for Family Partnership Agreements (FPA). CFEs follow up on FPAs with families and track and monitor progress of each family in COPA monthly.</p>	<p>While needs of families were identified through conversations with CFEs, the formal strengths and needs assessment (CCR) was not completed until December 2020. Child Family Educators did not have access to the data to complete data informed family goals.</p>
<p><b>COVID-19</b></p>	
<p>Due to COVID-19, Child Family Educators have not been able to meet in-person with all families to complete FPAs and CCRs. FPAs have been completed over video meetings, or weather permitting outside. Some families were provided with a CCR link to complete independently, while others completed during virtual visits/meetings. This has made it a less personal experience, with Child Family Educators not receiving all the families’ narrative about their immediate needs and goals. Families have also experienced issues with appropriate technology, access to Wi-Fi and computer literacy.</p>	
<p> </p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Assist families indicating education, health, and social service goals on their FPA to develop a realistic plan to achieve their goals.</li> <li>• Provide families support in identifying and addressing barriers in achieving goals.</li> <li>• Recognize and address barriers to access ESL and GED classes, health, and social service agencies.</li> <li>• Provide CCRs training to CFEs.</li> <li>• Train 100% of Family Engagement staff on the Family Partnership Process</li> </ul>	
<p>Data, Tools, or Methods for Tracking Progress Above: Referral tracking report; FPA data and follow-up data</p>	
<p><b>Objective(s)</b> 3.2 By 2023 Ensure integration of child development and family support services as measured by staff and family surveys.</p>	
<p><b>Progress, Outcomes, and Challenges</b></p>	
<p><b>Year 1 (baseline) 2017-2018</b></p>	
<p>Qualitative analysis of parent and staff survey data and results from annual self-assessment.</p>	

<b>Year 2 2018-2019</b>	
<b>Progress/Outcomes</b>	<b>Challenges</b>
<p>Teachers and assigned CFEs meet weekly to support one another in their work with children and their families in the classroom. Topics include upcoming transitions, new enrollments, changes in family situations, and child's current development. The three Directors meet weekly with the Vice President of Programs (Head Start Director) to jointly plan, implement and review the progress of children and families in all program options. VP of programs provides ongoing weekly supervision, and guidance to ensure integration. This is reinforced with the biweekly interdisciplinary team meetings which ensure all content areas and Research and Evaluation work collaboratively to achieve mutually identified outcomes. Joint planning, assessment of current systems to ensure alignment with revised Program Standards/Licensing requirements occurs weekly. Shared data from Educare Learning Network (ELN) staff and family interviews with members of the Interdisciplinary team based on the comparison between our school and other ELN Schools. These members of the Leadership Team discussed similarities/differences among the schools to brainstorm next steps and goals for our program.</p>	<p>The biggest challenge is finding a protected time to meet weekly. Teams adapt to this challenge by meeting when children are napping or sufficing with quick check-ins throughout the day. The Family Engagement Director position was vacated in August and a new Director on-boarded in October which impacted the most effective, efficient outcome attainment. CFE and education staff turnover created increased need for training on basic Head Start requirements.</p>
<b>Year 3 2019-2020</b>	
<b>Progress/Outcomes</b>	<b>Challenges</b>
<p>Clayton Early Learning shares information with parents about their child's development through parent-teacher conferences, home visits, and daily two-way communication and parent-child activities. Clayton supports parents in promoting the social and emotional development of their child through bi-annual Conscious Discipline Parenting classes, parent trainings, screenings, and consultation opportunities from the ECMHC and bi-annual depression screeners (CESD). Clayton Early Learning collaborates with parents to implement strategies and activities to assist parents in advocating for successful transitions into and out of Head Start. The School Readiness Fair is hosted annually to provide parents with educational resources. Clayton Conducts six or more Professional Development days throughout the school year, which provide on-going staff training and professional development. These trainings provide ongoing support for curriculum and instruction use, intensive family engagement, program performance standards, reflective supervision, and</p>	<p>There are no challenges at this time.</p>

<p>policies and procedures which link to individual professional development plans.                  Interdisciplinary teams meet regularly to analyze the data collected, identify trends, and explore issues, and note strengths and gaps in services.                  Clayton, with the participation of interdisciplinary staff, policy groups, and other community members, conducted the 2019-20 self-assessment using the Office of Head Start 2019 Focus Area One and Focus Area Two Monitoring protocols, and identified strengths and areas of improvement.</p>	
<p><b>Year 3 2019-2020</b></p>	
<p>93% of School Based of families developed and made progress on family partnership agreement goals and 7% of families declined to complete one.</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>Family Engagement staff completed training on the CCR and its use in identifying the needs of the families. The family engagement team plans include Goal Setting and relationship building based upon PFCE to ensure staff are supporting families in meeting their goals. 100% of School-based CFEs received a training on the Family Partnership Process to help support with the development of FPAs and strengthening relationships with families.</p>	<p>50% of Child Family Educators are newly hired since July 2019. Of these (5), 2 individuals had previous Head Start experience. Clayton’s Family Engagement mentor coach will continue training for new staff.</p>
<p><b>Year 4 2020-2021</b></p>	
<p>75% of families created and progressed with Family Partnership Agreements goals, and 1 family out of 237 families declined to complete an FPA, about 0.4%.</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>Clayton supports parents in promoting the social and emotional development of their child through bi-annual Conscious Discipline Parenting classes, parent trainings, screenings, and consultation opportunities from the ECMHC and bi-annual depression screeners (CESD). All Family Engagement staff attended a two-day Intensive Family Engagement Training in November and December of 2019. An Interdisciplinary team of school leaders received a one-day Intensive Family Engagement Training in March 2020. Family Engagement Staff completed online Conscious Disciple trainings and completed weekly reflections with their team in March and April of 2020. Clayton Early Learning shares information with families about their child’s development through parent teacher conferences and home visits completed four times a year. Child and Family Reviews are completed with families 3 times yearly, in November, February and May. CFRs provide a dialogue pertaining to each child’s educational, social emotional development, as well as family’s goals. These reviews focus on</p>	<p>Family Engagement staff turnover has created a need for ongoing Head Start training as a measure to keep all Family Engagement staff informed of the Head Start Performance Standards at all times.</p> <p>-</p>

<p>strengths as well as goals and methods toward improvement. Clayton Early Learning offers monthly parent-child activities, focusing on linking the classroom to home, and furthering families’ knowledge of child development.</p>	
<p><b>COVID-19</b></p>	
<p>CESDs were moved to an online Airtable format, in spring and fall of 2020. Families were able to complete online via a link, or during virtual visits/meetings with their CFE. Families were contacted by Mental Health Liaisons to complete virtual therapy sessions. During spring and summer of 2020 Child Family Educators completed a weekly COVID-19 Family Impact and Needs Survey. The survey was used to identify specific needs of families and help to determine resources needed.</p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Create and support an aligned vision of the Clayton School Family</li> <li>• Provide seamless services (pre-birth to five years) using a holistic, interdisciplinary approach.</li> <li>• Execute an organizational structure that provides coordinated administrative/ management services and strong instructional leadership to support integration.</li> </ul> <p>Hold biweekly Interdisciplinary Leadership meetings to support integration.</p>	
<p>Data, Tools, or Methods for Tracking Progress Above: Parent interview and staff survey data; Child Family Review Data; Coaching logs and agendas from classroom interdisciplinary meetings; Parent/Teacher conference forms</p>	
<p><b>Objective(s)</b> 3.3 By 2023 Provide opportunities, guidance, and interactive family activities that empower parents as the primary teacher of their child as measured by Home Visit and Parent/Teacher conferences data.</p>	
<p style="text-align: center;"><b>Progress, Outcomes, and Challenges</b></p>	
<p style="text-align: center;"><b>Year 1 (baseline) 2017-2018</b></p>	
<p>100% of families will receive guidance and activities that promote and empower parenting.</p>	
<p style="text-align: center;"><b>Year 2 2018-2019</b></p>	
<p>100% of families were offered to participate in workshops and events offered such as Culture Night, School Readiness Fair, tax preparation assistance, financial literacy, cooking matters, parenting classes etc.</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>The forms teachers use for parent/teacher conferences and home visits include a specific prompt to discuss child goals and next steps (for the classroom and at home). When teachers have these conversations with families, they are trained to share information about why certain activities support a child’s development. Clayton provides families with training opportunities and educational resources that help parents better understand their child's development and are responsive to parent's interests and needs. Child Family Educators (CFEs) work closely with families to identify physiological and safety needs (i.e. housing, food, clothing, financial literacy, health and wellness) and the related resources available to help them enhance their child's home learning environment.</p>	<p>Demands on families whose schedules are already tightly stretched. 84% of families have participated in parent activities.</p>

<p>Structure parent meetings to follow a what/why/reflect structure (what is happening, why are we doing it, what is the impact on your family) to engage parents more deeply in the program curriculum. Families complete an Educare Learning Network (ELN) Survey, administered by the CFEs, and submitted to Research and Evaluation for compilation and analysis on a yearly basis. This information regarding family needs, concerns, strengths and issues is presented to all Family Engagement staff who work in conjunction with the entire management team to identify required resources, next steps, etc. The management team assumes the responsibility of assisting in the planning of partnerships to ensure identified resources are provided to families. Program planning for providing opportunities for parents in the upcoming year is driven by these outcomes. Strengthening Family Connections (parenting) training is offered to families in the Fall and Spring as a series of four workshops utilizing the Conscious Discipline curriculum.</p>	
<b>Year 3 2019-2020</b>	
<p>100% of families were offered to participate in workshops and events offered such as Culture Night, School Readiness Fair, tax preparation assistance, parenting classes, professional development series for families etc.</p>	
<b>Progress/ Outcomes</b>	<b>Challenges</b>
<p>100% of families were invited to participate in workshops and events offered such as Culture Night, Culture of Wellness, School Readiness Fair, tax preparation assistance, financial literacy, Cooking matters, parenting classes etc. The Family Engagement team will partner with A Precious Child to host a free clothing boutique for families. The Family Leadership Committee will be hosting a Professional Development Series for families, which will include a resume building workshop, cover letter workshop, mock interview practice, and mock job fair. The Fathers Building Futures Committee will host a series of activities and provide resources for fathers on parenting and father engagement.</p>	<p>The demands on families whose schedules are already tightly stretched continue to be a challenge for ensuring participation of all families.</p>
<b>Year 4 2020-2021</b>	
<p>100% of families were offered to participate in workshops and events offered such as Culture Night, parenting classes, Back to School Night, School Readiness Fair, tax preparation assistance, resume building classes, etc.</p>	
<b>Progress/Outcomes</b>	<b>Challenges</b>
<p>100% of families were invited to participate in workshops and events offered such as Back to School Night, Culture Night, Culture of Wellness, School Readiness Fair, tax preparation assistance, parenting classes, etc. The Family Leadership Committee hosted a resume building class in</p>	<p>Keeping families interested in attending virtual events has been a challenge. Staff continue to find innovative ways to engage families in virtual events.</p>



<p>January 2020, which included follow-up sessions for participants. During Culture Night, families and staff were asked to share a piece of their culture. Although Family Engagement looks a little different virtually, families were still engaged in sharing something special pertaining to their culture. Back to School Night was hosted virtually, teachers and home visitors pre-recorded a tour of their classroom. Families were encouraged to participate to get to know their teacher or home visitor. A Culture of Wellness six-week parent workshop series is scheduled for February- March 2021, families will be invited to participate via Zoom. The Conscious Discipline parenting workshop series was moved to Zoom, participating families were supplied with the necessary materials to work at home. The Fathers Building Futures Committee hosted several events, including a father/child fishing day, a family movie night, tutus and top hats dance. Fathers Building Futures events shifted to virtual platforms amid the pandemic. Some of these virtual events included a Zoom Pajama Jam dance, a fatherhood breakfast and an Ask a Hair-Dresser event, where fathers learned ways to comb their children’s hair. HIPPY homebased socializations have been completed over Zoom, materials for child family activities are dropped off at families’ homes and they are invited to attend the Denver Public Library virtual activities. Families are encouraged to use their 5by5 to visit educational outdoor venues.</p>	
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**COVID-19**  
 Due to the restrictions with in-person events, all of Claytons Family Engagement events have been moved to a virtual platform.

- Activities or Action Steps to Meet Objective Above:
- Structure parent meetings to follow a what/why/reflect structure (what is happening, why are we doing it, what is the impact on your family) to engage parents more deeply in the program curriculum.
  - Provide parents identifying FPA goals related to parenting skills, advocacy, guidance, and child development with resources, referrals for intervention services, and/or parenting information.
  - Provide training opportunities and educational resources that help parents better understand their child’s development and are responsive to parents’ interests and needs.
  - Identify family physiological and safety needs (i.e. housing, food, clothing, financial literacy, health and wellness) and the related resources available to meet them to enhance their child’s home learning environment.
  - Execute structures and strategies that provide coordinated administrative/ management services and strong instructional leadership to support integration of child development and family support services.



Data, Tools, or Methods for Tracking Progress Above: Home visit report data; Individual Child Curricular Plan; ELN Parent Interview staff survey data; Child Family Review Data; Coaching logs and agendas from classroom interdisciplinary meetings; Parent/Teacher conference forms

<b>Program Goal 4: All Clayton Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.</b>	
<b>Objective(s)</b> 4.1 Provide the prescribed interventions to all children identified with special needs as measured by their IEPs.	
<b>Progress, Outcomes, and Challenges</b>	
<b>Year 1 (baseline) 2017-2018</b>	
100% of children with IEPs will receive identified interventions.	
<b>Year 2 2018-2019</b>	
100% of children with IEPs received identified interventions.	
<b>Progress/Outcomes</b>	<b>Challenges</b>
Teacher’s individualized child plans include an IEP plan with each child’s goals in mind. Monthly EI meetings ensure referrals are progressing and interventionists are providing appropriate and effective services as detailed in the child’s IEP. IEP goals are utilized by mentor coaches and teachers to individualize instruction and planning for children who need extra support. Progress and growth needed is discussed in the monthly EI meetings.	The MTSS process, including data collection continues to be a challenge for teaching staff.
<b>Year 3 2019-2020</b>	
100% of children with IEPs received identified interventions.	
<b>Progress/Outcomes</b>	<b>Challenges</b>
Clayton Early Learning is partnering with Sewall Child Development and Denver Children’s Advocacy Center to host an English and Spanish IEP transition workshop for families of kindergarten bound children with an IEP. In this workshop, we will support deepening parents understanding of their rights, how to read an IEP and know how to protect their rights using the IEP. We will also go over their options for blending therapies, so they can get support at home and school. Some of the resources include options at the local and state level, including free IEP facilitation support, advocacy and trainings. Families will receive a “toolkit” that includes a parent guide to IEP, list of resources, different models of therapy handout, and easy to access resource list.	The MTSS process, including data collection continues to be a challenge for teaching staff. Clayton is in the hiring process of a new Inclusion Coordinator
<b>Year 4 2020-2021</b>	

100% of children with IEPs received services	
<b>Progress/Outcomes</b>	<b>Challenges</b>
IEP transition workshops in both English and Spanish were provided in partnership with Advocacy Denver and Sewall Child Denver to all families whose children have IEP's. Clayton staff met with individual families via zoom to support school choice decisions for those families transitioning to Kindergarten. With the COVID-19 regulations limiting the number of adults in children's classrooms, the service delivery of IEP's was changed from in-person to telehealth consultation. Clayton partnered with service providers and therapists to move therapies outside to ensure children were still meeting with their therapists. Clayton staff, including teachers also met on a weekly schedule with service providers and therapists to connect and support with the loss of direct in-classroom support during this time. Clayton Early Learning is in the process of hiring an Inclusion Coordinator.	There are no challenges at this time.
<b>COVID-19</b>	
Clear masks were purchased to support children with IEPs requiring speech and language services. Connection between Clayton and Sewall staff have been challenging due to COVID-19 regulations that prevent service providers/therapists from entering the schools. Therapies and consults have continued through Tele-Health. However, the modeling of the therapist is more difficult to follow via zoom. Families received Cozy corners (book, bubble timer, teddy bear, blanket and tent) from DGKHS to encourage families to create a positive space for children.	
Activities or Action Steps to Meet Objective Above:	
<ul style="list-style-type: none"> <li>• Ensure enrolled children receive a developmental, social/emotional, and vision and hearing screening within 45 days.</li> <li>• Refer children identified in screening as needing a referral for further testing and observation.</li> <li>• Hold IEP meetings within 45 days of referral in which families of children who qualify for an IEP participate.</li> <li>• Ensure children's ICCPs reflect their IEP goals and that lesson plans reflect ICCPs/IEPs</li> <li>• Monitor developmental screenings and referrals by the Inclusion Coordinator.</li> </ul>	
Data, Tools, or Methods for Tracking Progress Above: Monthly Early Intervention Meeting notes; Service provider case notes; Monthly screening and tracking report	
<b>Objective(s)</b>	
4.2 By 2023 equip staff to provide high quality and inclusive learning environments as measured by Inclusive Classroom Profile (ICP).	
<b>Progress, Outcomes, and Challenges</b>	
<b>Year 1 (baseline) 2017-2018</b>	
100% of staff will be trained on Conscious Discipline approach.	
<b>Year 2 2018-2019</b>	
100% of staff were trained on Conscious Discipline approach.	
<b>Progress/Outcomes</b>	<b>Challenges</b>

<p>A Conscious Discipline training strand is offered to interested employees during Professional Development days and provides staff the opportunity to learn about the Seven Powers of Conscious Discipline. An interdisciplinary group of professionals across the organization regularly attends these training sessions. Clayton Early Learning’s Curriculum Specialist developed a Conscious Discipline Action Team. This team comes together monthly to work in subgroups as the drivers of the curriculum collectively as an organization. The Curriculum Specialist also facilitates Professional Learning Communities with the Lead Teachers and the Mentor Coaches which focuses on specific conscious discipline content each month. This content is revisited in team coaching sessions and goals are set, which also will be included on weekly lesson plans. The Inclusive Classroom Profile (ICP) will provide rich information and insights needed to assess our inclusive practices. Currently we are working on rolling out a strategic plan for training and education around the use of the Inclusive Classroom Profile (ICP) for both the administrators and educators. We will begin the pre-data collection in August 2019 and gather post data in March 2020.</p>	<p>Teacher turnover continues to be a challenge which makes it difficult to have all staff trained at all times. Training funds are needed to ensure the ICP is done to fidelity, and time to complete them planned for, given the extent of other demands.</p>
<p><b>Year 3 2019-2020</b></p>	
<p>100% of teaching staff were trained on Conscious Discipline approach.</p>	
<p><b>Progress/Outcomes</b></p> <p>2019-20 Conscious Discipline learning group was expanded to include a teacher or an associate in each classroom. Leads completed a 9-month learning cycle during the 2018-19 school year. During the 2019-20 school year, the leads will engage in and ongoing monthly “booster” sessions to support their classroom teachers in engaging in Conscious Discipline strategies. The Inclusive Classroom Profile (ICP) will provide rich information and insights needed to assess our inclusive practices. Currently we are working on rolling out a strategic plan for training and education around the use of the Inclusive Classroom Profile (ICP) for both the administrators and educators. We began the pre data collection in August 2019 and will gather post data in May 2020.</p>	<p><b>Challenges</b></p> <p>Teacher turnover continues to be a challenge which makes it difficult to have all staff trained at all times. Clayton will continue to offer Conscious Discipline training during on-boarding.</p> <p>Clayton staff are participating in a design challenge to create plans for addressing some of Clayton’s challenges including, teacher recruitment and retention and high school pipeline into ECE.</p>
<p><b>Year 4 2020-2021</b></p>	
<p>100% of Educational Services staff were trained on Conscious Discipline approach.</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>

<p>Clayton staff began training on the ICP as part of the implementation plan. The ICP was completed in Educare classrooms. The data collected will be shared with Educational Services staff by 2021. This year presented a unique opportunity to have 100% education staff (Including family engagement and coaches) trained on Conscious Discipline. Staff completed over 10 hours of online Conscious Discipline training and 5 hours of reflective practice. This extensive training covered all the Powers and Skills of the Conscious Discipline curriculum. The continued training on Conscious Discipline has allowed staff to continue to build emotionally supportive environments that include structures and strategies such as breathing visuals and practice, classroom safe places, visual routines and schedules, classroom jobs, I Love your rituals, intentional greetings and noticing language. Additionally, staff have reported an increase in their own ability to maintain composure when times are challenging through adult self-regulation techniques. Conscious Discipline continues to be integrated in weekly coaching sessions, early intervention meeting and interdisciplinary sessions. Staff also participated in additional webinars such as, Understanding Trauma, COVID-19 Stress: How Uncertainty Affects our Brains, Conscious Leadership, Reclaim your Power with Assertiveness, and Three Vital Steps to Successful Routines.</p>	<p>ICP was not completed at the ESA classroom due to COVID-19 restrictions. We continue to strengthen and deepen the skills and knowledge of Conscious Discipline with the Leadership team, family engagement, community and Home-based teams.</p>
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**COVID-19**

During most of 2020 trainings were moved to virtual platforms to ensure compliance and program goals continued to be met.

- Activities or Action Steps to Meet Objective Above:
- Use Multi-Tiered System of Supports (MTSS), a data-driven, prevention-based framework, to build staff understanding of underlying concerns and effective interventions for individual children through multiple cycles of inquiry, intervention and review.
  - Provide staff training on meeting IEP goals and in the Conscious Discipline approach.
  - Implement intensive group monthly trainings led by the Early Intervention Specialist using a Community of Practice methodology.
  - Enable classroom and home-based teams to meet with Early Intervention Specialists to review and evaluate children identified with a special need and/or challenging behaviors.

Data, Tools, or Methods for Tracking Progress Above: professional development; Early Intervention notes, and coaching logs

**Program Goal 5: Clayton Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.**

**Objective(s)**

5.1 By 2023 embed training, coaching, professional development and reflective supervision into the program providing staff with knowledge and expertise across a variety of evidence-based content areas as measured by an integrated coaching database.	
<b>Progress, Outcomes, and Challenges</b>	
<b>Year 1 (baseline) 2017-2018</b>	
100% of teachers will participate in intensive coaching and reflective supervision.	
<b>Year 2 2018-2019</b>	
<b>Progress/Outcomes</b>	<b>Challenges</b>
By the end of 2018, all staff have an up-to-date individual professional development plan. In-service or Clayton Connects Days are a series of formal professional development sessions scheduled over a year's time. We employ a distributive learning cycle to foster a vibrant learning community and promote adaptation, problem solving, and the transfer of knowledge into practice. New staff orientation consists of a series of formal face-to-face training sessions and self-paced learning experiences throughout an employee's first month address our organization's mission and culture, regulatory requirements, standards of practice and required content area knowledge. Each new staff member receives follow-up, department-specific training to guide additional orientation over a three-month period. In 2018, Clayton established an interdisciplinary, cross department Professional Development Integration & Delivery (PDID) team to create a space for more engagement in planning for professional development. The coaching/planning schedule for the 2018-19 year provides all teams two hours outside of the classroom with all team members present to engage in weekly coaching and lesson planning. An interdisciplinary leadership group developed a specific coaching protocol and cycle that offer resources on dispositions, strategies, and tools. These new processes and documents support the growth of coaches and their effectiveness as instructional leaders.	There are no challenges at this time.
<b>Year 3 2019-2020</b>	
100% of teachers receive coaching and reflective supervision.	
<b>Progress/Outcomes</b>	<b>Challenges</b>
In 2019 Laura Lipton, an author of Mentoring Matters facilitated trainings focused on leadership, organizational culture, mentoring and coaching. The training supports leaders in enhancing their relationships with staff to increase the efficacy as instructional problem solvers and decision makers and engage in collaborative professional exchanges regarding improving practices. Mentoring supports individual professional development and	There are no challenges at this time.

<p>increases competencies through a research-based continuous improvement model which includes observation/practice, demonstration/modeling and feedback. It emphasizes analysis and application of data to build proficiencies and improve the delivery of services and instruction to child, family, staff and program outcomes.</p> <p>Lead teacher meetings are scheduled monthly and facilitated by the lead teachers to support their work as supervisors for their teams. The format is a reflective workgroup that covers various topics such as conversations and connections to parents, supporting staff through challenges with children, stress management, time management, and instructional leadership.</p>	
<p><b>Year 4 2020-2021</b></p>	
<p>100% of staff participate in reflective supervision.</p>	
<p><b>Progress/Outcomes</b></p>	<p><b>Challenges</b></p>
<p>All staff have been trained on Data Utilization. In 2019, all supervisors, CFE’s and interdisciplinary staff were trained on Intensive Family Engagement. Teaching staff were trained on the Educare Learning Network’s High-Quality Teaching Practices, this training directly connects to the embedded professional development practices. Supervisors are currently participating in Clayton’s Leadership Institute. During 2019 all new staff received reflective supervision training. Clayton has continued to prioritize embedded professional development by providing ongoing professional development days throughout the year. The trainings offered during these days include training Touchpoints, Zero to Three: The Growing Brain, Trauma Informed Care and Practices, Transformative Communication, Visionary Leadership and Reggio Inspired Practices and Environments along with the Project Approach. Clayton has begun working on a Diversity Equity and Inclusion initiative as part of our strategic plan. This work is currently being developed based on data collected from staff surveys with the participation of the entire organization. The use of technology has been prioritized to ensure continuous connection to families during COVID-19. Program staff have been trained on the use and implementation of Tadpoles and Flyer platforms. Environmental Rating Scales training was provided by Clayton’s Quality Assessment Services (QAS) two times during the 2019-2020- school year. Once at the beginning of the year and the second time when classes resumed after the COVID-</p>	<p>Virtual meetings and trainings can be a challenge because of the inability for movement, interactions, and engagement limitations. Training also need to be offered in shorter timeframes when they are virtual to keep staff connected.</p> <p>Scheduling and classroom coverage has been even more challenging than normal during this time because we are keeping cohorts of consistent children and staff together as much as possible to minimize exposure</p>

<p>19 closure due to environmental and material requirements for health and safety. Teachers received CLASS training related to engaged support for learning and emotional and behavioral support from professional development coaches and trainers. All teaching teams continue to receive coaching and reflective supervision via Zoom. All staff receive at least one reflective supervision per month. In the 2020-21 school year supervisors (including lead teachers) began a “Leadership Institute” that covers topics such as, reflective supervision, delegating tasks, navigating difficult conversations and more.</p>	
<p><b>COVID-19</b></p>	
<p>All staff receive ongoing training on COVID-19 health and safety as changes become available. Clayton participated in the pilot of Colorado Shines Virtual Learning ERS System with Clayton’s Quality Assessment Services team through video observations and virtual feedback and consultations. Staff were able to receive Conscious Discipline foundational training virtually.</p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Use Multi-Tiered System of Supports (MTSS), a data-driven, prevention-based framework, to build staff understanding of underlying concerns and effective interventions for individual children through multiple cycles of inquiry, intervention and review.</li> <li>• Provide staff training on meeting IEP goals and in the Conscious Discipline approach.</li> <li>• Implement intensive group monthly trainings led by the Early Intervention Specialist using a Community of Practice methodology.</li> <li>• Enable classroom and home-based teams to meet with Early Intervention Specialists to review and evaluate children identified with a special need and/or challenging behaviors.</li> </ul>	
<p>Data, Tools, or Methods for Tracking Progress Above: professional development; Early Intervention notes, and coaching logs</p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Co-develop individualized professional development for all staff by staff and their managers.</li> <li>• Provide onboarding orientation and training for new employees</li> <li>• Implement the training and technical assistance plan in the current grant application.</li> <li>• Provide structured monthly professional development days for all-staff meetings, reflective practice groups, and training throughout the year.</li> </ul> <p>Weekly Coaching</p>	
<p>Data, Tools, or Methods for Tracking Progress Above: Coaching logs, sign in sheets, training certificates</p>	
<p><b>Objective(s)</b> 5.2 By 2023, Implement and maintain appropriate standards to steward resources and prioritize spending while maintaining an efficient and effective recordkeeping system as measured by annual external audit.</p>	
<p style="text-align: center;"><b>Progress, Outcomes, and Challenges</b></p>	
<p style="text-align: center;"><b>Year 1 (baseline) 2017-2018</b></p>	
<p>100% of reports to federal, state, local authorities will be provided in a timely, efficient, and accurate manner.</p>	
<p style="text-align: center;"><b>Year 2 2018-2019</b></p>	

100% of reports to federal, state and local authorities were completed in a timely, efficient and accurate manner.	
<b>Progress/Outcomes</b>	<b>Challenges</b>
<p>Maintenance staff provides quality and responsive grounds keeping services, snow removal and building maintenance as a component of the non-federal match. Clayton Early Learning administration provides comprehensive services to staff, management and governing boards of Clayton Early Learning through accounting, payroll, and fiscal reporting services; a full range of human resources services; and school oversight by the President/CEO and Vice President of Schools. Administrative and managerial services are provided at no charge to the program and comprise a portion of the non-federal match.</p> <p>Organization expertise and knowledge is used to further educate stakeholders on the benefits of high-quality early childhood programs.</p> <p>The program committee of the Board of Trustees provided oversight and expert knowledge to guide the direction of the Early Head Start and Head Start programs. Mentoring supports individual professional development and increases competencies through a research-based continuous improvement model which includes observation/practice, demonstration/modeling and feedback. It emphasizes analysis and application of data to build proficiencies and improve the delivery of services and instruction to child, family, staff and program outcomes.</p>	There are no challenges at this time.
<b>Year 3 2019-2020</b>	
100% of reports to federal, state and local authorities were completed in a timely, efficient and accurate manner.	
<b>Progress/Outcomes</b>	<b>Challenges</b>
<p>Clayton Early Learning applies financial management practices which comply with the cost principles established by the Office of Management and Budget (OMB) as well as, Generally Accepted Accounting Principle (GAAP) to ensure that Federal funds are used for the intended purposes and that program goals are achieved. Clayton's accounting records, computed and stored by MIP/Abila Fund Accounting, is data based on the receipt of funding and use of funds. It ensures that program costs and expenditures are recorded and documented properly. All spending should be approved by appropriate personnel. In May 2019 Grants Specialist, Federal Grants Accountant and Controller received training on the OMB Uniform Guidance.</p>	Clayton is in the process of hiring a new CFO. There will be an interim CFO to support fiscal team until new CFO is hired.



<b>Year 4 2020-2021</b>	
100% of reports to federal, state and local authorities were completed in a timely, efficient and accurate manner.	
<b>Progress/Outcomes</b>	<b>Challenges</b>
Clayton hired a Financial Analyst and Accounting Manager to improve fiscal practices. A bilingual Human Resources Generalist was also hired to support Educational Services with employee relations, recruitment, leaves and Workers’ Comp. Policy Council and Governing body receive trainings on how the budgets and fiscal processes are completed and tracked, along with how to read and interpret financial reports. Program and fiscal staff collaborate in creating a budget that is responsive to the HS goals and objectives utilizing program data. Clayton conducted a compensation study where the market values were compared for each role. Job descriptions were compared with similar organizations in various regions. A new credit card and expense reporting platform has been implemented. Ongoing training of fiscal practices for new members of Policy Committee and Governing Body is provided as new members are seated.	There are no challenges at this time
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Identify and attract new revenue streams</li> <li>• Blend and braid revenue streams to support programming for all children.</li> <li>• Use child and family goals and outcomes to guide financial decisions and school investment.</li> <li>• Put in place comprehensive and effective fiscal procedures.</li> <li>• Complete reports to federal, state, and local authorities in a timely, efficient, and accurate manner.</li> <li>• Implement written personnel and fiscal policies and procedures that ensure confidentiality and security of all data.</li> <li>• Implement human resources policies and procedures that support the accomplishment of program objectives and clearly delineate lines of supervision.</li> <li>• Provide training to the Policy Committee and the Board of Trustees on the Head Start Act, selection criteria, funding applications and self-assessment, as well as school readiness and relevant public policy issues.</li> </ul>	
Data, Tools, or Methods for Tracking Progress Above: Monthly fiscal reports and record-keeping; Monthly enrollment reports; Federal review data; ELN Staff Survey	

### 3. School Readiness Goals

Clayton Early Learning Head Start’s school readiness goals for children and families are organized by the five central domains in the *Head Start Early Learning Outcomes Framework: Ages Birth to Five*. The goals were developed with reference to and to align with the outcomes framework, guidance

from Denver Great Kids Head Start's (Grantee) and the *Colorado Early Learning and Development Guidelines*. Clayton Early Learning has made no changes to the School Readiness Goals since baseline application.

#### **4. Process for Changing Program Goals**

Clayton is at an exciting juncture in its history; we have new leadership and have clarified a strategic direction that builds on Clayton's wide-ranging strengths and positions the organization to be a nationally recognized center for innovation in the field of early childhood development using an integrated, multi-generational approach. Our strategic planning process included the input of our staff members, community partners, parent leaders, and Board of Trustees. Cross-departmental teams implement the plan. No additions, deletions or revisions were made to Program Goals since baseline application.

### **B. Service Delivery**

#### **1. Service and Recruitment Area**

Clayton Early Learning Head Start has made no changes to its service and recruitment area since the baseline application.

#### **2. Needs of Children and Families**

The data trends related to children and families (number of eligible children, needs of children and families) detailed in the baseline application continue to document the existence of a significant number of vulnerable families with young children in the proposed Clayton Early Learning service area who would benefit from the integrated, comprehensive services offered. Year-to-year changes in the indicators detailed in the baseline application were modest. This year the COVID-19 pandemic increased the vulnerability of children and families in the service area. During

the pandemic, some families lost their jobs, had their hours reduced, or had to find new employment. Some families had to choose between remaining employed or staying at home with their children to assist them with remote classes. Some families also had their living situations change with some having to move in with friends/family. As a result of the mandate from the CDPHE to shut-down schools and childcare facilities many families were left without childcare.

### **3. Proposed Program Options and Funded Enrollment Slots**

Clayton Early Learning Head Start proposes no changes to the program options and funded enrollment slots presented in its baseline application for the coming program year (2020-2021). The choices of program options continue to meet the needs of the community as identified in the annual Community Assessment and the program's self-assessment. This year Clayton Early Learning received twenty-three additional expansion slots to our community center and home-based options. Clayton Early Learning will serve 17 children and families in Child Care Partnership in center-based option. All center-based slots meet the hours of planned class operation required by Head Start and Early Head Start. To provide high quality, individualized care, Clayton Early Learning Partners' staff child-adult ratios exceed those required by the state, providing two teachers for every eight children in full-day Early Head Start classrooms and two teachers for sixteen children in full-day Head Start classrooms. The facilities of vendors Florence Crittenton School and Little Einstein Academy meet the most stringent of state and local licensing requirements. Please refer to Table 2.

**Table 2: Clayton Early Learning Proposed Head Start Program Options, 2020-2021**

Location	# Slots	Option	Schedule	OHS Funding
Educare Denver	64 HS	Full-Day Center- Based	5 days per week 8:00 - 2:30 9 months	6.5-hour Head Start day 5 days/week 2 parent-teacher conferences/yr. September – May
	62 HS	Extended Center- Based  4 classrooms	5 days per week 7:30 - 6:00 9 months	6.5-hour Head Start day 6.5-9.5 hour day (braided with wrap-around funding) 5 days/week 2 parent-teacher conferences/yr. July – June
	60 HS	Home- Based	HV per week 2 socializations/ month 9 months	1 Home visit/week (90 minute) 2 Socializations/month 32 Home Visits 16 Socializations
	6 EHS	Home Based	1 HV per week 2 socializations/ month 12 Months	1 Home visit/week (90 minute) 2 Socializations/month 46 Home Visits 16 Socializations
Early Success Academy	15 HS	Full Day Center- Based  1 classroom	4 days/week 8:00 – 2:30 9 months	6.5-hour Head Start day 4 days/week 2 parent-teacher conferences/yr. September – May 2 home visits/year
Florence Crittenton	7 HS	Full Day Center- Based  1 classroom	4 days/week 8:00 – 2:30 9 months	6.5-hour Head Start day 4 days/week 2 parent-teacher conferences/yr. September – May 2 home visits/year
Little Einstein Academy	10 EHS	Full Day Center- Based	5 days/week 8:00 – 2:30 12 months	6.5-hour Early Head tart day 5 days/week 2 parent-teacher conferences 2 home visits/year July-June

**4. Centers and Facilities**

Clayton is now in partnership with two sites to provide Head Start and Early Head Start services in two additional locations. Florence Crittenton Services located at 55 S. Zuni St., Denver, CO 80223 and Little Einstein Academy located at 3105 W. Iowa St, Denver, CO 80219.

## **5. Eligibility, Recruitment, Selection, Enrollment and Attendance**

Clayton Early Learning takes extensive measures to ensure that the neediest children are served within a program option appropriate to their family needs and considers birth-to-five continuity for transitioning children across options. The goal is to maximize the number of qualified community families served by maintaining enrollment at full capacity in all the program options in the most equitable way utilizing the program selection criteria on which to base priority for services. As openings become available and prior to the first day of school, an interdisciplinary group that includes the admissions and Family Engagement staff meet weekly to ensure that all open Head Start slots are filled for each program option. To ensure that children are in attendance a minimum of 85% of the time, Child Family Educators and teachers adhere to the Attendance Standard Operating Procedure. This procedure details that after initial contact by phone, letter, or home visit, families with poor attendance are encouraged to complete an Attendance Plan of Action with their CFE. If poor attendance persists, the CFE will send the family an Attendance Concern Letter and schedules a time to complete an Attendance Success Plan. If that Plan is not successful and poor attendance persists, the CFE will work with the family to determine an option which would better suit the family's needs such as home based or a program closer to their home. As a measure to prevent the spread of COVID-19 Clayton's eligibility interviews were adapted to align with social distancing protocols. Most eligibility interviews have been conducted over the phone or through Zoom. Recruitment efforts have been modified as traditional large group opportunities such as school fairs, neighborhood canvassing, presentations are not occurring. Increased focus on social media, advertisements, drive through events, and formal and informal networking with partners

have replaced these large social gatherings. Teachers and CFE's family home visits have been modified as remote/virtual home visits. Classroom visits and school tours have stopped, and teachers now invite families to Zoom meetings where they introduce families to the classroom and staff. During classroom quarantines caused by a COVID-19 exposure of illness, remote learning opportunities are offered to those affected to ensure continuity of services. No other refinements have been made to the eligibility, recruitment, selection, enrollment and attendance procedures described in the baseline application.

## **6. Education and Child Development**

**a. Center-based Programs.** Clayton Early Learning continues to use the Creative Curriculum for Preschoolers. To help staff implement this curriculum, Clayton Early Learning Curriculum and Instruction Coaches use the Fidelity Tool for administrators. In 2019, Clayton educators and children engaged in this summer experience in the Discovery Garden at Clayton Early Learning. BEEs in the Garden is an early learning framework that encourages meaningful experiences and lasting connections to the natural world. The content was built on the interest of children's learning in the natural world as a connection to support curriculum. Two Head Start Classrooms participated in the EMBRACE Curriculum and coaching research study. EMBRACE stands for Effective Mindfulness, Building Responsive and Confident Educators. This curriculum supports the staff to take their learning of the five core elements of Breathing, Visualization and Guided Imagery, Body Scan, Meditation, and Journaling into their daily routine. These elements also incorporate guided mindfulness practices for young children. The weekly coaching in addition to the training on the EMBRACE modules are intended to decrease teacher burnout and increase teacher retention.

This year COVID-19 provided a unique opportunity for ALL education staff to complete a ten part online Conscious Discipline training while staff was working remotely. This

comprehensive training covered all the 7 Conscious Discipline skills and powers (including training on the Brain States) Staff paired this online learning with over 5 hours of reflective practice work to help bring the information to life. This was a huge success in ensuring all staff have baseline training on the Conscious Discipline curriculum.

**b. Home-Based Program.** As detailed in the baseline application, the home-based program provides parents with a curriculum of activities developed by Clayton Early Learning under contract with HIPPIY USA along with nine books (one for each month of the program year) that relate to the activities in the curriculum. Since the baseline application, minor updates have been made to the weekly home visits. Each weekly home visit has two components. The first involves the role play and delivery of the weekly curriculum and lesson to assist the parent in utilizing the materials they have readily available in their own homes as well as the materials brought to the home by the Home Visitors to create a rich learning environment for the child. The second component of each home visit consists of the completion of assessments to track the child's developmental milestones as well as to assist parents with goal planning and identifying resources for the family. This portion of the home visit is designed to strengthen the family unit in the outcomes identified by the Parent, Family, and Community Engagement Framework. In addition, due to the limitations of in-person home visiting necessitated by COVID-19, home visits are conducted in person only when weather permits the CFE and the family to meet outdoors, socially distant and utilizing PPE. The majority of home visits occur virtually. To that end, families in need of technological support have been provided with Chrome Books to allow them to participate. Socializations occur virtually as well. These are the only updates to the program design detailed in the program's baseline application.

**c. Developmental Screenings and Assessments.** Teachers, CFEs, and instructional leaders in Clayton Early Learning use multiple methods of assessment over time, including observations, investigations, parent feedback, embedded and standardized assessments. The primary

goal of assessment and screenings in early childhood education is to provide insight into the educational experiences that will be the most valuable for individual children. Clayton continues to administer developmental screeners (Early Screening Inventory) annually to better support and identify children's ongoing needs. We continue to include data collected from screenings and assessments in all early intervention meetings, which are conducted virtually. Staff has made adjustments on how screenings have been administered to comply with COVID 19 regulations. Some of the adjustments include, completing assessments virtually, over the phone, when weather permits screenings are conducted in person outdoors while maintaining social distance. To assist with virtual and over the phone screening completion materials are supplied to families as needed. We continue to train new staff on screening procedures. No changes have been made to this aspect of the program design since the baseline application was submitted.

**d. Opportunities for Parents and Families to be Engaged.** Child development services are individualized through a written plan, the Individual Child Curriculum Plan (ICCP), collaboratively developed by the staff and parents. Data from children's screenings and assessments guide individual goal setting for children with their families. Each child's ICCP provides guidance for planning developmental interactions with the child, aligns goals with current developmental needs, provides a structure for parent-staff collaboration, and sets out guidelines for meeting the agreed upon goals. The process of individualization requires effective communication between parents and caregivers about the child's development. Parenting classes are offered to parents bi-annually. These classes are designed to give families more knowledge on successful parenting strategies and help parents understand and apply the Social Emotional curriculum Conscious Discipline. This opportunity allows families to strengthen the connection between home and school. In addition, the Fathers Building Futures Committee (FBF) at Clayton planned and hosted an array of activities throughout the year to engage more families and especially father figures in the education of their children. Some of



these activities included family movie nights, virtual hair tutorial event, Fatherhood Leadership panel, family breakfast, virtual dance parties, and virtual story times for children and families to participate. The primary focus of the committee has been to create a supportive and nurturing environment for father-child relationships to thrive, as well as an area for fathers to grow as leaders, nurturers, and advocates. FBF committee has monthly meetings and continues recruiting members. No other changes have been made to this aspect of the program design since the baseline application was submitted.

## **7. Health-**

Clayton Early Learning takes a holistic approach to every child's well-being by offering comprehensive health, mental health, and nutrition services. Through partnerships with community agencies and consulting with a variety of parent-driven workgroups and initiatives, we have developed health services that meet the needs of every child and family developmentally, culturally, and linguistically to lay the foundation for school readiness.

Through a partnership with the Educare Learning Network and Denver Nuggets, Clayton Early Learning was able to create a Clayton Cooks recipe book as part of the Seed to Stomach Initiative. The recipe book features many of the seasonal plant-focused meals that the children experience while at school. To provide the same delicious learning opportunity as the classroom, families and staff will receive a copy of the recipe book with groceries and supplies. Clayton will be shooting a virtual Clayton Cooks Series to provide an engaging culinary experience.

In previous years Clayton was dependent on Marion Downs for all hearing and vision screening. Clayton has purchased screening equipment and will train CFEs to provide screenings while maintaining the partnership with Marion Downs. This will increase our capacity to complete 45-day screenings.

Due to COVID-19, the Clayton School was closed from March 13-June 1. We know that children receive 80% of their calories while in school. Therefore, we continued to partner with Denver Food Rescue, Food Bank of the Rockies, Denver Urban Gardens, and Hardy Boy Plants, WeeCycle, and the Denver Nuggets to provide food and supplies for families through Clayton Cares.

Clayton Early Learning established a COVID-19 taskforce to create guidelines and procedures to safely re-open. An online Clayton COVID-19 manual was created that details effective practices and protocols and can be updated as necessary (see supplemental documents in HSES). As part of the safety procedures we implemented daily health and temperature check points for children/families and staff aligned with the Colorado Childcare Licensing and Colorado Department of Public Health and Environment (CDPHE) guidelines. Personal Protective Equipment (PPE) is provided for children, families, and staff (smocks, masks, t-shirts, non-skid socks, gloves, shoe covers, etc.)

Through a partnership with COVID Check Colorado all Clayton children, families, and staff receive COVID-19 testing at no cost on campus or at other COVID Check Colorado locations.

Clayton Early Learning was able to safely resume hearing and vision screenings with new COVID-19 safety protocols. Created COVID-19 updates via text and email to ensure staff and families are apprised of possible exposures, updates in the CDPHE guidelines, and testing information.

Created an internal process for COVID-19 tracking and reporting in coordination with our Human Resources Department. Clayton staff created a Padlet list for Mental Health and Social Emotional COVID-19 related resources for children and families (many resources are available in Spanish) this list can be found at <https://padlet.com/karenlcswco/3xmkccoju7q41rbz>. No other changes have been made to this aspect of the program design since the baseline application was submitted.

## **8. Family and Community Engagement**

Clayton Early Learning provides an inclusive setting that seeks to honor and respect the culture, beliefs, and traditions of all children and families. The program offers special events and learning opportunities throughout the year that offer parents and caregivers a variety of ways to connect with their Clayton school community. Informal and routine activities enable parents and staff to learn from one another, enhance their skills, and build social capital. Due to COVID-19, family and community engagement communication and activities were moved to virtual platforms. Home visits, Back to School Night, Celebration of Culture, Parent/Teacher Conferences, Policy Committee, Family Leadership Committee, Fathers Building Futures and other events were held via Zoom to ensure safe engagement of families and staff. In person engagement and support to families continues via Clayton's Welcome Stations. Welcome Stations have been created as a measure to prevent the spread of COVID-19 by implementing daily health and temperature checks of all children and their families. CFEs have an opportunity to interact and support families during drop off and pick up of children. Clayton created the COVID-19 Family Impact Survey to show and address the impact and needs COVID-19 had on Clayton families. The survey was conducted on a weekly basis. Results from the surveys collected allowed for response to the immediate needs of families during the pandemic, Clayton Cares was created in partnership with local community agencies and volunteers. Clayton Cares provides families with non-perishable food, fresh produce, milk, prepared meals, educational packets and if needed, diapers and wipes on a weekly basis via drive through for safety and social distancing.

## **9. Services for Children with Disabilities**

Clayton Early Learning recruits children with suspected or previously diagnosed disabilities or developmental delays through its regular recruitment processes and through linkages with Rocky Mountain Human Services, Child Find (Part C Agency, and Sewall Child Development Center. Through DGKHS, Clayton Early Learning collaborates with the Sewall Child Development Center to

identify and coordinate efforts to consult and/or serve children with special needs in program options. This collaboration promotes a family-friendly system in service delivery by using Sewall's on-site team for coordination of services. To further promote Clayton's family-friendly system, the Inclusion Coordinator meets with families prior to making a referral in order to present families with the options for service delivery that will best meet their child's needs. Service delivery options include referrals to Individual Education Plans and/or medical model therapy services. An Early Intervention meeting occurs prior to a referral being made where an interdisciplinary team discuss and decide on the appropriate data needed to be collected. This team also designs the family meeting to be held when moving the referral forward. Clayton's staff met with families whose children were transitioning to Kindergarten to ensure they had a current IEP in place and to support family's needs. The early intervention team holds a yearly training in partnership with local advocacy groups to build family knowledge and understanding in reading the IEP and knowing how to use it to advocate with their child to support their child's transition to kindergarten and beyond. Due to COVID-19, evaluations for new IEP were put on hold by the local testing center and will resume once it is considered safe to do so. During EI meetings Staff from Clayton, Sewall and Denver Health provided strategies to teachers that supported children's needs while waiting to be evaluated for an IEP. They also provided coaching and modeling of strategies to teachers as needed outdoors while practicing social distance and on virtual meetings. Clayton staff meets regularly with parents regarding strategies provided to explore a home school connection to best meet the child's needs. No other changes have been made to this area since the last application.

## **10. Transition**

Transitions are guided by a formal interdisciplinary process characterized by collaboration between families and staff. The transition process includes strategies to prepare families to engage in and advocate for the education and development of their child. During 2020 kindergarten transition

meetings with local Elementary schools were held virtually when possible. Clayton staff and parents met one-on-one via Zoom, phone or in person when weather allowed to discuss individual needs of children with IEPs transitioning to kindergarten. Discussions included preparing for smooth transitions, looking for school choices and preparing parents for their annual IEP review. Most children started the 2020 Kindergarten school year via remote learning.

#### **11. Services to Enrolled Pregnant Women**

Not Applicable

#### **12. Transportation**

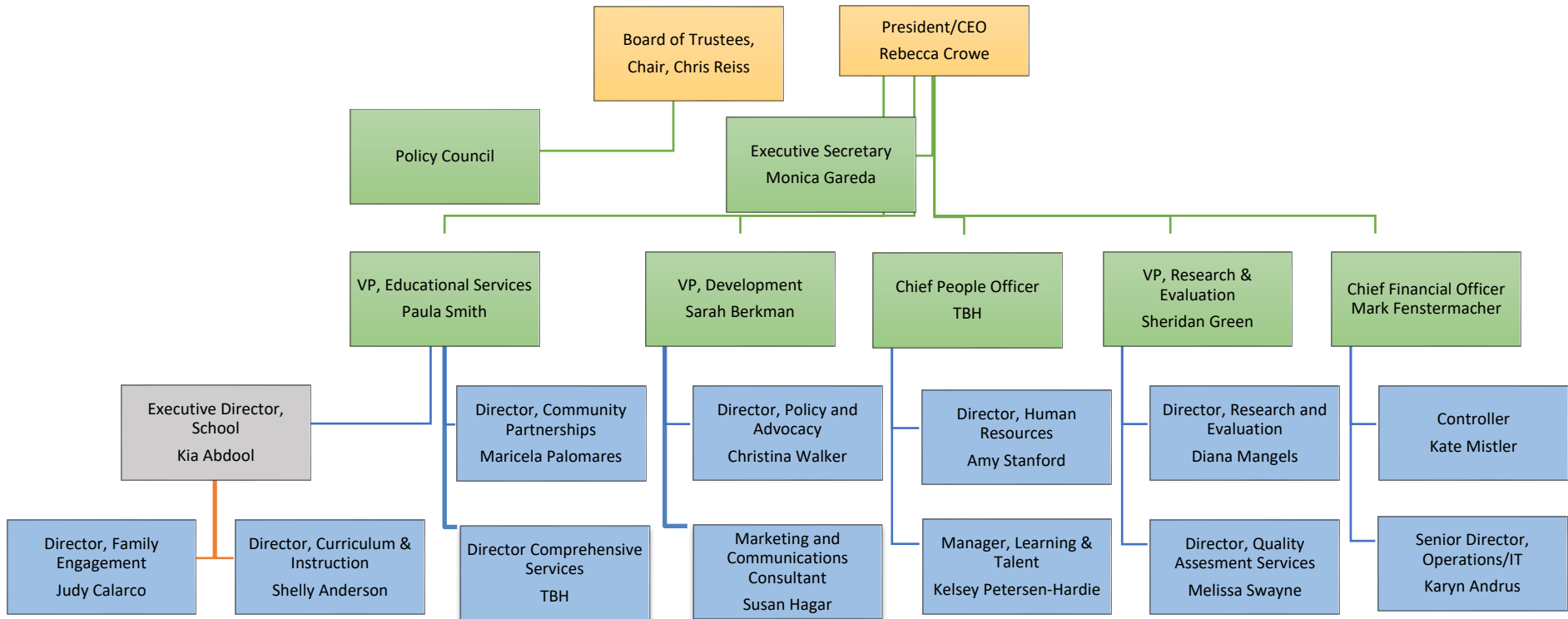
Due to COVID-19 as of March 2020 no transportation has been provided. Home-based socializations and Pre-School field trips have been conducted virtually. No other changes have been made to this aspect of the program design since the baseline application was submitted

### **C. Governance, Organizational, and Management Structures**

#### **1. Governance**

Two new members joined the Clayton Board of Trustees in 2020. Brandon Gardner, a Clayton parent, former Early Head Start parent and Policy Council Chair. Brandon is currently employed at Federal Deposit Insurance Corporation (FDIC) and has ample experience in Finance. As well as Jennifer Stedron, who has an extensive background in Early Childhood and is the Executive Director of Early Milestones Colorado, which she helped design and launch. No other changes have been made to the Governance area since the baseline application.

Figure 1: Organizational Chart



## **2. Human Resources Management**

Clayton Early Learning hired a Human Resources Generalist Christine Torres. Christine has an extensive background in human resources and her main focus is to support the Educational Services team with matters regarding personnel. No other changes have been made to the human resources management area since the baseline application.

## **2. Program Management and Quality Improvement**

As detailed in the Clayton Early Learning Head Start baseline application, the program considers child assessment and other program data to create annual program goals, professional development plans, and identify resource needs as well as to track its progress toward meeting goals and intended impacts. Interdisciplinary teams (comprised of educators, family support staff, early interventionists, health, researchers and policy analysts) meet regularly to analyze the data collected, identify trends, and explore issues, and note strengths and gaps in services. Since the baseline application, the program has made minor updates to these processes. Research and evaluation team members attend Policy Council four times a year (Sept, Nov, Feb, June). Team members meet with teaching teams three times a year (twice to share child outcomes, once to share data from the classroom observations). Team members meet with mentor coaches (and directors) monthly to discuss data. In the Spring of 2020, the ELN data sharing process was done remotely with Coaches, teaching staff, and CFEs. The teams used these sessions to plan for PLCs and PD opportunities that would prepare them for their work with children and the environments when returning to school. Working remotely was a huge opportunity for our staff to enhance family engagement, improve high quality teaching practices, and engage in embedded professional development in a more intentional way. This year, due to COVID-19 there in no in person ERS observations. As an interim solution to support classroom environments, we piloted the Virtual Rating System with Clayton's Quality Assessment Team. Using a checklist provided to them, the teachers submitted a

walk-through video of their classroom spaces along with photos and written evidence. They also participated in an assessment interview. This data collected was used to provide the staff with feedback from the ERS Tools. Research and evaluation team members also meet with the CFEs and their mentor coach twice a year.

Clayton Early Learning, with the consultation and participation of interdisciplinary staff, policy groups, and other community members, conducted the 2020-21 self-assessment using the Office of Head Start 2021 Focus Area Two Monitoring protocol, and identified strengths and areas of improvement. The self-assessment identifies our effectiveness and progress in meeting program goals and objectives and in implementing Federal regulations under the Head Start Act. Key areas of focus include management systems, child and family outcomes, and the delivery of comprehensive services. Upon completion of the data collection, results will be reviewed, and areas of strength and improvement opportunities will be identified. These data will inform the completion of comprehensive action plans. Specific strengths and opportunities for improvement identified through the self-assessment process follow. No other changes have been made to the processes described in the baseline application.

### **Program Management and Quality Improvement**

#### ***Strengths:***

- Clayton Early Learning operates programs under a variety of options which includes HS Home based, HS School-based, HS Community.
- Clayton Early Learning uses blended funding sources to provide continuity of care.
- During COVID-19, daily symptom screenings and temperature checks are conducted on staff, children, and families as they enter the school. Additionally, on-campus bi-weekly COVID-19 testing is offered to Clayton staff, children, and families. The health screening



data along with local COVID-19 safety guidelines are referenced when making decisions about campus health and safety protocols as well as campus closures.

- The Data Manager of Educational Services shares family outcome data with the Directors and Mentor Coaches of Educational Services and they discuss needs and align them with local community organizations that provide donations of clothing, food, diapers, and other needs.
- The governing bodies are provided data on a monthly basis that include ERSEA, student outcomes, and family survey results.
- Foundational training is provided for the Board of Trustees and Policy Council/Committee to support their understanding of their role within the broader organization and how it relates directly to services provided to children and families.
- We continue to incorporate school readiness goals into our PD plan. New teachers, CFEs, and Mentor Coaches receive training in our main database management system, COPA.
- All families are asked to complete a depression screener (CES-D), a family strength, needs, and interests questionnaire (CCR), and an Educare Parent Interview, which assess parents' needs and mental health status.
- Data are reviewed by CFEs and Family Engagement Mentor Coaches and families are offered referrals and provided with direct services depending on their needs.
- Monitoring of family assessment completion is also conducted with the goal of 100% completion each cycle.

***Recommendations for Improvement:***

- Ensure that children who speak a home language other than English have a current home language survey and are assessed three times each year on English Language Acquisition and show progress in all areas of English language development.
- Develop a process to review multiple data sources across all interdisciplinary teams. Process should take into consideration COVID-19 operating procedures
- Clear, transparent and timely communication to all stakeholders regarding the restructuring and streamlining of systems.
- Develop a recruitment plan for community members to join Policy Committee.

### **Monitoring and Implementing Quality Education and Child Development Program**

#### **Services**

##### *Strengths*

- Clayton Early Learning employees bi-lingual, bi-cultural staff and provide material in languages other than English.
- Community CFE's partner with staff and families to support and ensure an understanding of the importance of the home and school connection.
- Staff have access to the Language Line to support families that speak a language other than English.
- Clayton has begun a parent advocacy training for the transition to kindergarten for families with children receiving IEP services.
- When children near time to transition to kindergarten, Clayton staff engage families and discuss options regarding the DPS School of Choice Program, and the Transition Team provides tips for transitioning to kindergarten.

- The transition process begins at 2 years of age. Clayton staff engage families and discuss options to transition into home-based, school-based or community preschool options. Transition team provides guidance to families and works together to insure a smooth transition.
- Interdisciplinary team meets on a monthly basis to plan, review and discuss upcoming transitions.
- Child-level progress is assessed on an ongoing basis and aggregate data are analyzed four times per year. Data is examined to identify patterns of progress for groups of children in order to individualize services as well as to develop and implement a plan for program improvement.
- An Interdisciplinary team of CFE's, Teachers, Early Intervention, Mental Health, and Health along with families meet to create a transition plan that details the child's skills, strengths, and goals within different developmental domains.
- Teachers make authentic observations of children using TSG and complete check points 3-4x per year, using the documentation listed in TSG.
- All teachers and Home-Based CFE's are inter-rater reliable in TSG.
- All staff participated in on-going professional development of Conscious Discipline that helped them learn how to have environments and interactions that support learning and social emotional growth for all children.

***Recommendations for Improvement:***

- Provide additional training on Teaching Strategies GOLD/My Teaching Strategies so staff are knowledgeable about all the features.

- Develop more intentional, individualized ways to enhance communication with families regarding child's daily progress and learning goals.
- Share school readiness learning opportunities that are happening within the school with families and provide them with home school connections that will support children achieving school readiness.
- Utilize the developed transition document that shares children's strengths and areas of growth for the receiving teacher and CFE to review and use as a guide in planning for children as they enter their new classroom or program option.
- Document our use of data in more purposeful and intentional ways in our coaching logs. Include specific examples on logs in detail.
- Increase the use of the Fidelity checklists as a tool for monitoring curriculum fidelity (Pre/Post use).
- Improve educational and technological training for home based CFEs.
- Development of department/job specific onboarding process.

### **Monitoring and Implementing Quality Health Program Services**

#### ***Strengths:***

- Health Services across all program options at Clayton Early Learning has strong policies, procedures, and supports in place to truly support children, families, and staff's overall wellbeing.
- Even through the Pandemic Clayton has been able to quickly and effectively mobilize Clayton Cares a supply food drive, safe re-opening of the school and school services, and bi-weekly on campus free COVID-19 testing for all children, families, and staff.

- Clayton has also begun to offer free COVID-19 testing to community members 3 x per week.
- Nutrition Services at Clayton continue to support families with at home cooking activities, organic plant-based scratch meals for children.
- In development is a Clayton Cooks Recipe book that will include virtual Cooking Classes.
- Prenatal Services are a strong point of Clayton Early Learning with all slots being continuously enrolled and a new structure to support the staff with on-going professional development that centers around the healthy growth and development of the mother and child throughout pregnancy. This includes direct referrals from the onsite WIC Dietitian and Children's Hospital Nurse Consultant.
- The Leadership and Health Team has continued and strengthened their partnerships with the Colorado Department of Public Health and Environment and Children's Hospital Nurse Consulting to ensure that all COVID-19 related procedures are meeting the needs of children, families, staff, and ECE programs in Colorado.
- CFE's in partnership with families complete a Home and Safety checklist within the first 45 days of enrollment into the HS program. Materials and resources are provided when needed to ensure the safety of the home environment.
- Teachers complete daily and monthly health and safety checks of classroom environments.
- The facilities team ensures daily that all gross motor spaces are safe for use.
- CFE's have worked with families to provide resources in the community that conduct low cost or Free Dental, Hearing and Vision screenings.

***Recommendations for Improvement:***

- Explore new/innovative ways to support all children and families with receiving comprehensive health services during the pandemic (Dental, Hearing, Vision).
- Create a Communication Plan for improving communication between community sites and Clayton.
- Create a virtual format for Health Service Advisory Committee
- Ensure training of health policies and procedures for all new staff.

### **Monitoring and Implementing Quality Family and Community Engagement Program**

#### **Services**

#### ***Strengths:***

- TSG assessment scores are shared with families during our conferences that occur four times a year. In the case a child is a candidate for additional services, the parent is included in every step of the process to gain proper assessments and if needed a diagnosis to create an IFSP.
- All enrolled children are provided with a Denver Public School ID number, which gives them access to school-based health clinics at no cost.
- Families have access to a Mental Health Liaison, which offers therapy sessions at no cost. This year a Domestic Violence Awareness Committee was formed, this committee is providing trainings for CFEs to allow for more support of enrolled families.
- A four-week Conscious Discipline parenting class which focuses on strengthening positive parent-child relationships is offered biannually.
- Clayton partners and consults with community agencies offering a variety of parent-driven workgroups and initiatives.

- Families actively participate with the collection of various child and family data throughout the year
- Clayton is a site that provides free tax services through Free Tax Colorado
- Clayton Early Learning collaborates with parents to implement strategies and activities to assist parents in advocating for successful transitions into and out of Head Start.
- The Family Leadership Committee, Parent Ambassadors, Policy Committee, Health Advisory, and Fathers Building Futures are all opportunities for families to connect with other parents and build confidence through policy, advocacy, and leadership.
- Families are encouraged and supported to apply for open employment positions at Clayton. Many parents become employed at Clayton.
- COVID-19 testing is offered up to 3x per week for all enrolled children, their immediate families and extended families at no cost.
- Through the pandemic, Clayton quickly and effectively mobilized Clayton Cares. This event provided non-perishable food, fresh produce, milk, prepared meals, diapers, wipes and educational materials to all families.
- Parents in our home-based option were provided with Chromebook and/or technology to support with virtual weekly home visits and socializations.

***Recommendations for Improvement:***

- Provide training to new CFEs around health services i.e. private health insurance, Medicaid and CHP+
- Expand partnerships with Denver Metro agencies to provide information on housing programs and shelters, training and access to financial literacy, job readiness skills and debt counseling for families and employees.

- Provide ongoing training to all CFEs regarding aspects of their work (home visits, FPAs, assessments, screenings, ERSEA, etc.)
- Provide Educare Learning Network Best Practices Training on Intensive Family Engagement to all Family Engagement staff.
- Increase the use of the Flyer app to improve parent communication

### **ERSEA Strategies**

#### ***Strengths:***

- In order to stay current with the community needs, we update our Selection Criteria yearly and have it approved by our Policy Committee. This ensures that we are capturing the needs of our community on a yearly basis and that it remains current/accurate.
- Families are placed on a waitlist for their desired program option until a slot becomes available. Clayton's selection criteria prioritize families with higher needs and allows us to offer those families with higher needs first.
- Current enrollment does not exceed our allotted 10% of over income slots.
- Weekly Enrollment Meetings are held to review each caseload, identify proper ratio distributions per classroom/caseload and fill any open slots.
- Attendance is tracked in COPA daily by teachers.
- During the pandemic, we have adjusted our eligibility and enrollment process and work with families over the phone, via Zoom, or socially distanced in order to complete applications/enrollments.
- During the pandemic we have attended drive-thru food distributions, online events, and utilized social media and radio and television to continue our recruiting efforts.



***Recommendations for Improvement:***

- Provide ongoing ERSEA Training for staff
- Ensure staff knows where to access policies, standards, procedures (i.e. recruitment plan, SOPs)
- Conduct random file audit on a monthly basis to ensure accuracy, consistency, and organization
- Regular auditing and maintenance of COPA database
- Ensure community partner sites have a plan to discuss with families about the benefits the partnership
- Create innovative and intentional recruitment opportunities to ensure full enrollment for all program options.
- Train staff to better utilize COPA database to improve the collection and use of data from anywhere at any time.
- Admissions Specialist must review and approve eligibility files in a timely manner.
- CFEs will document all their contacts with families in COPA to ensure monitoring and tracking of family needs and services provided.

**Developing Effective Fiscal Infrastructure**

***Strengths:***

- Program and fiscal staff collaborate in creating a budget that is responsive to the HS goals and objectives utilizing data.
- Federal Grants Accountant is well trained and has experience relevant to managing federal grants.

- There is a three-layer (minimum) check and balances system for approving expenses.
- New credit card system was put in place to innovate expense reporting
- Annual bidding is done for cleaning services and cleaning supplies. Many other services are done less frequently because of the length of time and familiarity of the workings of the electrical, HVAC, plumbing, etc. All large projects are always started with at least 3 competitive bids.
- Clayton conducted a compensation study where the market values were compared for each role. Job descriptions were compared with similar organizations in various regions.
- Labor allocations are reviewed and approved monthly by Grants and Contracts Specialist and Vice President of Educational Services.
- Time-card hours for non-exempt employees are approved by supervisor to serve as confirmation of accuracy in hours worked.
- Payroll accountant follows up with supervisor when an irregular number of hours is entered in the timecard.
- Policy Committee members are trained on how to interpret the financial reports presented to them every month.
- All projects come with 3 bids and repetitive purchases are always given a chance to be acquired through the bid process.
- Team is constantly looking for ways to improve.
- OMB rules and regulations are referenced on a regular basis to ensure all expenses are allowable.
- Fiscal team added the positions of financial consultant and accounting manager to help improve fiscal practices.

- Clayton Early Learning CFO meets the appropriate qualifications of the fiscal officer.
- The Chair of the FIRE committee and members have expertise and a strong background in fiscal and money management.
- FIRE Committee (Finance, Investment and Real Estate) is involved in financial management and decisions.
- The review and approval of the budget goes through FIRE committee, Board of trustees, and Policy Committee.
- Adequate timeline for budget development- January to June – with preliminary budget proposal ready for Board to review in March.
- Clayton Early Learning has developed fiscally responsible processes that promote best use of federal funds, grants and the endowment.

**Recommendations for Improvement:**

- Fiscal system changes need to be communicated more effectively throughout the organization.
- Financial SOPs and their location need to be updated and shared with staff.
- Review procedures to ensure all invoices are processed and vendors are paid on time.
- New accounting staff, including CFO would benefit from training in Federal Funding for Head Start.
- Ensure all mileage and expense reimbursements are paid in a timely manner (according to the SOP).

- Clean up and update the accounting form folders and ensure that only authorized personnel can save forms to the accounting folders to avoid repetition and to improve the user's experience.
- Create or communicate the instructions on filling out the accounting forms (email staff the location of the instructions).

## Exhibit B

**Budget and Budget Justification**

Clayton Early Learning is requesting \$1,690,514 for FY 2021-22; \$1,436,864 in base grant funding and \$8,850 in training and technical assistance funding to serve 208 Head Start children and families and \$244,800 in base grant funding and \$4,799 in training and technical assistance funding to serve 16 Early Head Start children and families in a variety of options based on community need. Clayton will provide non-federal matching funds in the amount of \$422,629 as required in the application.

**Budget Methodology.** Clayton Early Learning has identified certain operating expenses specifically aligned with the Head Start Program initiatives. The budget and narrative are summarized into four key budget categories including, Personnel, Fringe Benefits, Contractual and Other. Personnel costs include teachers, CFEs and support staff, both full time and part time, and an allocation for fringe benefits at 25% of salaries. The Contractual category includes outsourced services such as nutrition and health and consultation services for families not provided by Clayton staff. Also included are expenses for on-call temporary staffing and a contract with Early Success Academy to assist 15 children under the grant agreement. The Other budget category includes other indirect operating expenses for maintaining the classrooms including, commercial insurance, building and maintenance and information technology and network support expenses. Clayton is able to provide non-federal match resources as itemized in the budget (Table 5) calculated at 25% of the program budget.

**Financial Management.** Clayton Early Learning demonstrates financial stewardship by adhering to sound accounting standards and principles and internal controls. Fiscal reports are reviewed on a regular basis by staff, the governing body, and the Finance, Investment and Real Estate Committee. An annual audit under OMB A-133 is conducted by an independent auditor. The fiscal department, under the direction of the Chief Financial Officer, follows policies and operating procedures as set forth by the Office of Head Start, the Office of Management, and Budget and the Board of Trustees. Services provided include accounting and budgeting support, grants and asset management, payroll, and financial statement reporting. These

services are used to help meet the required non-federal match and are itemized in the budget as “Clayton in-kind services”. The detailed budget and budget narrative are summarized in Table 5. Also included is a summary of Non-Federal Match resources.

**Table 5: FY 2021 -22 Budget and Narrative**

**Budget/Budget Narrative for Head Start/Early Head Start Grant Term: July - June**

<b>Budget Category</b>	<b>Head Start Base FundingB2: F21</b>	<b>Head Start Non-Federal Share</b>	<b>Early Head Start Base Funding</b>	<b>Early Head Start Non-Federal Share</b>	<b>Total Per Category</b>
<p><b>Staff Salaries</b></p> <p>Teachers, CFEs and support staff, both full time and part time are included in the budget</p>	\$876,653		\$121,600		\$998,253
<p><b>Benefits</b></p> <p>A fringe rate of 25.0% of salaries and wages is used to cover employee benefits including health, dental, life insurance; short and long- term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(K) Employer Match</p>	\$217,604		\$30,700		\$248,304
<p><b>Program Supplies/Materials</b></p> <p>Classroom materials, furnishing, individual accommodations. General office supplies: paper, pens, lamination film, folders, binders, etc.</p>	\$25,364		\$13,000		\$38,364
<b>Rent (if applicable)</b>					\$0.00
<b>Utilities</b>					\$0.00
<b>Local Travel</b>	\$10,000		\$4,500		\$14,500

Budget Category	Base FundingB2: F21	Head Start Non-Federal Share	Early Head Start Base Funding	Early Head Start Non-Federal Share	Total Per Category
Staff mileage reimbursement at the IRS approved rate.					
<b>Parent Services</b> Parent/ child activities and event supplies. Home based child and family services supplies.	\$10,000		\$3,000		\$13,000
<b>Technical Training and Staff Development</b> Narrative: Training expenses.	\$8,850.00		\$4,799.00		\$13,649
<b>Other</b> Community contracts with Early Success Academy, Little Einstein Academy and Florence Crittenton HS. Consultation services including nutrition and health through Denver Health & Hospitals, Children's Hospital; disability and mental health through Denver Children's Advocacy Center Health/disabilities services contracts. Substitute teachers.	\$154,220	\$361,428	\$72,000	\$62,400	\$648,848
<b>Indirect Costs</b> Utilities, General and administrative personnel expenses including Accounting, Human Resources and Building and Grounds. Maintenance and repair including carpet and window cleaning; sewer repair; commercial equipment and HVAC repairs, inspections and exterminating expenses	\$123,023				\$123,023
<b>Insurance</b> Commercial liability insurance including property, liability,	\$15,000				\$15,000

Budget Category	Head Start Base Funding B2: F21	Head Start Non- Federal Share	Early Head Start Base Funding	Early Head Start Non- Federal Share	Total Per Category
umbrella, employee dishonesty, student accident and D&O					
<b>Nutrition Services (Meals)</b>  Food service supplies, plates, cups, silverware, etc.	\$5,000				\$5,000
<b>Volunteers</b>					
<b>Totals</b>	\$1,445,714	\$361,428	\$249,599	\$62,400	<b>\$2,117,941</b>



# Exhibit C Calendar



## 2020-2021 Clayton Early Learning STAFF Calendar

### SPECIAL DATES

Jul. 24: Ed. Services PD **EARLY SCHOOL RELEASE 2:30**

Aug. 24–Aug. 31: Pre-Service; All Staff Return

Sept. 1-4: Preservice

Sept. 4: **Early Clayton Closure @ 2:30**

Sept. 8: First Day of School and Play & Learn

Sept. 14: First Day of Home-based Home Visits

Sept. 24: Back to School Night

Oct. 1: Student Count Day

Nov. 14: Policy Council Orientation

Nov. 23: Ed. Services PD

Nov. 24-25: Parent Teacher Conferences

Nov. 25: **EARLY CLAYTON CLOSURE AT 2:30**

Dec. 8: Colorado Gives Day

Dec. 11: Celebration of Culture **EARLY SCHOOL RELEASE 2:30**

Dec. 18: **EARLY SCHOOL RELEASE 2:30**

Dec. 31: **EARLY CLAYTON CLOSURE AT 2:30**

Feb. 16 & 17: Teacher Home Visits

Feb. 17: Ed. Services PD **BEGINS AT 2:30**

Mar. 26: Ed. Services PD **EARLY SCHOOL RELEASE 2:30**

May 10-11: Parent & Teacher Conferences

May 14: Last Day of Preschool Home-based Services

May 21: Last Day for Preschool Home-based Staff

May 28: Last Day for Full Day Children

June 4: Last Day for School-based Full Day Staff

July 2020						
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August 2020						
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30	31					

September 2020						
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27	28	29	30			

October 2020						
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November 2020						
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29	30					

December 2020						
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27	28	29	30	31		

January 2021						
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31						

February 2021						
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28						

March 2021						
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28	29	30	31			

April 2021						
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May 2021						
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### Holidays and School Breaks

Independence Day Observed: July 3, 6

End of Summer Staff Day: August 21

Labor Day: Sept 7

Thanksgiving Break: Nov 26-27

Winter Break: Dec 21-Jan 1

Martin Luther King Jr. Day: Jan 18

President's Day: Feb 15

Spring Break: Mar 29-Apr 2

Memorial Day: May 31

### Key

Early Clayton Closure @ 2:30

Holidays

School Breaks

Non-student contact days

Clayton Connects Day

Early School Release @ 2:30

45 and 90 Day Initial School Day Screenings

TSG Due Dates

Special School Events

Policy Council

First/Last Day of School/Services

Last Day for HIPPIY/Full Day Staff

**Onboarding weeks: dates in BOLD**

**Paydays: dates in GREEN**

## Denver Great Kids Head Start - Program Year 26 Report Schedule

### EXHIBIT D

REPORT TYPE	NAME AND DESCRIPTION	DUE DATE	RESPONSIBLE PARTY	DELIVERY METHOD
ENROLLMENT	Comprehensive Template	5th of Every Month	Cross-Content Areas	Data Connector
ATTENDANCE	Attendance Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
PHYSICAL HEALTH	Comprehensive Template	5th of Every Month	Health Coordinator	Data Connector
MENTAL HEALTH	Mental Health Template	10th of Every Month	Mental Health Contact	Data Connector
DISABILITIES	Disabilities Template	10th of Every Month	Disabilities Contact	Data Connector
FAMILY SERVICES	Comprehensive Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
EDUCATION	Education Credentials Template	5th of Every 3 Months	Education Coordinators	Data Connector
EDUCATION	Raw TSGOLD data	OCT 29-21, FEB 4-22, MAY 6-22, AUG 5-22	Education Coordinators	Data Connector
EDUCATION	CLASS Scores: ALL Classrooms	DEC 15th & MAY 15th	Education Coordinators	Data Connector
FINANCIAL	Variance Report	21st of Every Month		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	USDA Reimbursement Report	Last Business Day of Every 3 Months		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	USDA/CACFP Compliance Review Report	With 30 Days of Receipt		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Admin and Developmental Costs	Last Business Day of Every 3 Months		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Program Budget PY26	FEB 9 2022		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Single Audit Report	Within 4 Months of End of Fiscal Budget Period		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Inventory Report with Certification of Physical Inventory	JUL 31 2021		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Certificate of Insurance	MAY 30 2021		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Budget Projection	21st of Every Month		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
GRANTOR ADMIN REPORTS	Monitoring Reports/ Plans	ONGOING		Delegate Head Start Director
GRANTOR ADMIN REPORTS	Policy Council Minutes	Last Business Day of Month Following Meeting	DGKHS Office Manager	Delegate Head Start Director
DELEGATE ADMIN REPORTS	Self-Assessment	JAN 31st	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="mailto:DGKHS Executive Director">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Policy Council Delegate Report	5th Day of Every Month or Following Day if Holiday	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="mailto:DGKHS Executive Director">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Policy Committee/Council Member Reports	OCT 30 and as Appointments are made	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="mailto:DGKHS Executive Director">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Policy Committee Minutes	Last Business Day of Month Following Meeting	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="mailto:DGKHS Executive Director">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Delegate Grant Application	JAN 30th	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="mailto:DGKHS Executive Director">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Personnel Report	Last Business Day of Every 3 Months	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="mailto:DGKHS Executive Director">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Sub-Delegate Monitoring	Last Business Day of Every 3 Months	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="mailto:DGKHS Executive Director">DGKHS Executive Director</a>
FAMILY SERVICES	Strengths and Needs Assessment	JAN 15th	Family Services Coordinator	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a>
FAMILY SERVICES	Family Partnership Agreements	JAN 15th	Family Services Coordinator	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Flood and Peterson PO Box 578  Greeley CO 80632	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Daniel Jobs</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> (970) 356-0123</td> <td><b>FAX (A/C, No):</b> (970) 330-1867</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> DJobs@floodpeterson.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Philadelphia Indemnity Insurance</td> <td style="text-align: right;"><b>NAIC #</b> 18058</td> </tr> <tr> <td><b>INSURER B:</b> Pinnacol Assurance</td> <td style="text-align: right;">41190</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Daniel Jobs		<b>PHONE (A/C, No, Ext):</b> (970) 356-0123	<b>FAX (A/C, No):</b> (970) 330-1867	<b>E-MAIL ADDRESS:</b> DJobs@floodpeterson.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Philadelphia Indemnity Insurance	<b>NAIC #</b> 18058	<b>INSURER B:</b> Pinnacol Assurance	41190	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURED</b>  Clayton Early Learning, Trustee 3801 Martin Luther King Blvd  Denver CO 80205																					

**COVERAGES** **CERTIFICATE NUMBER:** CL2062935480 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			PHPK2145626	07/01/2020	07/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>Abuse/Molestation</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000	Abuse/Molestation	\$ 1,000,000
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A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2145626	07/01/2020	07/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB276587	07/01/2020	07/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	4058502	07/01/2020	07/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT		\$ 500,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 500,000																			
E.L. DISEASE - POLICY LIMIT		\$ 500,000																			
A	Professional Liability			PHPK2145626	07/01/2020	07/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Per Claim</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">3,000,000</td></tr> </table>	Per Claim	1,000,000	Aggregate	3,000,000										
Per Claim	1,000,000																				
Aggregate	3,000,000																				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Waiver of subrogation applies. No exclusion applies for Sexual abuse/molestation. Cyber Liability coverage under policy #PHSD1432056 with a \$1,000,000 limit through Philadelphia Indemnity.

**CERTIFICATE HOLDER** **CANCELLATION**

Denver- Office of Children's Affairs 201 W. Colfax Ave. Department 1101 Denver CO 80202	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
--	--

## Additional Named Insureds

Other Named Insureds

George W. Clayton Trust

Additional Named Insured



3801 Martin Luther King Blvd. | Denver, CO 80205

**Web:** [claytonearlylearning.org](http://claytonearlylearning.org)**Direct:** 303-398-8581

## EXHIBT F

**CLAYTON EARLY LEARNING**Head Start and Early Head Start Site Locations  
FY 2020-21

<u>SITE</u>	<u>OPTION</u>	<u>CLASSROOM</u>
Clayton Early Learning Educare Denver 3751 Martin Luther King Blvd. Denver, Co 80205	School-based	Room 123 Full-day Room 128 Extended-day Room 140 Extended-day Room 146 Full-day Room 166 Full-day Room 172 Extended-day Room 183 Extended-day Room 188 Full-day
Clayton Early Learning Educare Denver 3605 Martin Luther King Blvd. Denver, CO 80205	Home-based	HS Socialization Room EHS Socialization Room
Early Success Acedemy 4870 Chambers Road Denver, CO 80249	Center-based	Green Room full-day
Florence Crittenton Early Learnring 96 S. Zuni Street Denver, CO 80223	Center-Based	Preschool Full-day
Little Einsein Academy 3105 W. Iowa Ave Denver, CO 80219	Center-Based	Toddler 1 Full-day Toddler 2 Full-day

## EXHIBIT G

## Sec. 20-76. - Payment of prevailing wages.

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition on any city-owned or leased building or on any city-owned land, pursuant to a contract by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such city-owned or leased building by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages and fringe benefits prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any city-owned or leased building or on city-owned land and the work of landscaping that is not performed in connection with the construction or renovation of a city-owned or leased building; nor shall this section apply to situations where there is no contract directly requiring or permitting the work described above, or contracts that are neither a revenue or expenditure contract contemplating such work, such as licenses or permits to use city-owned land.
- (b) *Contract specifications.* Every contract with an aggregate value, including all change orders, amendments or other alterations to the value, in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any city-owned or leased building or on any city-owned land, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall include the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Contracts shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid issuance, or on the date of the written encumbrance, as applicable, for contracts let by informal procedure under D.R.M.C. section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific agreements that the city will reimburse the contractor at the increased prevailing wage rate(s). Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective until the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

(c) *Determination of prevailing wages.*

- (1) The city council hereby declares that it is in the best interests of the city to have a uniform determination of the prevailing wages to be paid to the various classes of laborers, mechanics and workers which will be required in the performance of work covered by this section.
- (2) The city council hereby finds and concludes that the federal government, in implementing the Davis-Bacon Act (40 U.S.C. § 276a to 276a-5), possesses and exercises a superior capability with superior resources to ascertain the basic rate of pay, overtime, and other benefits which accurately represent the current prevailing rate of wages for work covered by that federal law. The career service board shall determine that the prevailing wages applicable to the various classes of laborers, mechanic, and workers covered by this section and the Davis-Bacon Act correspond to the prevailing wage determinations made pursuant to that federal law as the same may be amended from time to time. The board shall undertake to keep and maintain copies of prevailing wage determinations made pursuant to the Davis-Bacon Act (40 U.S.C. § 276a to 276a-5) and any amendments to that federal law. The board shall also keep and maintain such other information as shall come to its attention concerning wages paid in the Denver metropolitan area. The provisions of this section shall supersede any differing provisions of that federal law, except when that federal law is applicable independent of this section.
- (3) It shall be the duty of the career service board to determine, after hearing, the prevailing wages for the various classes of laborers, mechanics, and workers which will be required in the performance of work covered by this section but not be covered by the Davis-Bacon Act, which determinations shall be made at least annually, and as frequently as may be considered necessary by the career service board in order that the determination which is currently in effect shall accurately represent the current prevailing rates of wages. Prior to making such determination, the career service board shall give reasonable public notice of the time and place of the hearing concerning such proposed determination and shall afford to all interested parties the right to appear before it and to present evidence. "Prevailing wages" shall mean, for each class of work covered by this section, but not covered by the Davis-Bacon Act, the rate of pay and the overtime and other benefits granted to such full-time workers in the Denver metropolitan area. The rates shall be determined using the same method as used for those classes which are covered by the Davis-Bacon Act. Should this method cause a reduction in compensation of any class of workers, the career service board will review the appropriateness of using this methodology and may recommend to city council a different method for establishing prevailing wage rates.

If there is insufficient data available in the Denver metropolitan area to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the Denver metropolitan area for each class of work covered by this section and not covered by the Davis-Bacon Act, the career service board shall refer to the Service Contract Labor Act of 1965, as amended (41 U.S.C. § 351 et seq.) to determine the rate of pay and the overtime and other benefits.

- (4) The office of human resources shall issue clarifications or interpretations of the prevailing wage, and shall provide the auditor any issued clarification or interpretation. If the auditor does not advise the executive director of human resources in writing that it disagrees with any issued clarification or interpretation within thirty (30) days, the clarification/interpretation shall be final. If the auditor advises the executive director of human resources in writing that it disagrees with the clarification or interpretation, then the auditor and the executive director of human resources shall meet to resolve the conflict and, with approval of the career service board, the office of human resources shall issue a final agreed upon clarification or interpretation, or may withdraw the clarification or interpretation, as appropriate.

(d) *Mandatory contract provisions; enforcement.*

- (1) Every contract covered by this section shall contain a provision requiring the contractor and every subcontractor under such contract to pay every worker, mechanic and laborer employed

under such contract not less than the scale of wages as provided for under subsections (b) and (c).

- (2) Such contract shall further require the contractor and subcontractors to pay all construction workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications; except that the contractor and subcontractors shall make such payments to janitorial or custodial workers, and oil and gas employees and contractors, at least biweekly.
- (3) Every such contract shall further provide that the contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor, and that complaints by third parties, including employees of contractors and subcontractors, of violations may be submitted to the auditor, pursuant to subsection (f).
- (4) The contract shall further provide that if the contractor or any subcontractor shall fail to pay such wages as are required by the contract, the manager of finance shall not approve a warrant or demand for payment to the contractor until the contractor furnishes the auditor evidence satisfactory to the auditor that such wages so required by the contract have been paid. Nothing herein shall preclude the manager of finance from approving a partial warrant or demand for payment to the contractor to the extent the auditor has been furnished evidence satisfactory to the auditor that one or more subcontractors has paid such wages required by the contract, even if the contractor has not furnished evidence that all of the subcontractors have paid wages as required by the contract. Any contractor or subcontractor may utilize the following procedure in order to satisfy the requirements of this section:
  - a. The contractor or subcontractor may submit to the auditor, for each worker, mechanic or other laborer to whom such wages are due, a check, as required by the auditor. Such check shall be payable to that worker, mechanic or other laborer, or to the City and County of Denver so it is negotiable by either of those parties. Each such check shall be in an amount representing the difference between the accrued wages required to be paid to that worker, mechanic or other laborer by the contract and the wages actually paid by the contractor or subcontractor.
  - b. If any check submitted pursuant to paragraph (4)a. of this subsection cannot be delivered to the worker, mechanic or other laborer within a reasonable period of time as determined by the auditor, then it shall be negotiated by the city and the proceeds deposited in the auditor's unclaimed prevailing wages special trust fund. Nothing in this subsection shall be construed to lessen the responsibility of the contractor or subcontractor to attempt to locate and pay any worker, mechanic or other laborer to whom wages are due.
  - c. Any valid, verified claim for prevailing wages that is actually received by the city through negotiation of any check submitted pursuant to paragraph (4)a. of this subsection must be made prior to two (2) years after the date of the last underpayment by the contractor or any subcontractor to the worker, mechanic or other laborer to whom such wages were due. After such date, the city shall no longer be liable for payment. The city, as trustee, shall pay such claimant only the amount of the check that is actually negotiated, regardless of any dispute as to any additional amount of wages owing to the worker, mechanic or other laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.
  - d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
  - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct electronically



certified copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.

- (6) Every such contract shall also require that the contractor will provide to the city a list of all subcontractors who will be providing any services under the contract.
  - (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each payroll period, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
    - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
    - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
  - (2) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
  - (3) The penalty shall be two thousand five hundred dollars (\$2,500.00) for a violation, plus seventy-five dollars (\$75.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
  - (4) The penalty shall be five thousand dollars (\$5,000.00) for a violation, plus one hundred dollars (\$100.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
  - (5) The penalty shall be five hundred dollars (\$500.00) for each week, or portion thereof, for each week during which a contractor or subcontractor fails to furnish the auditor any certified payrolls where any worker, laborer or mechanic employed by the non-reporting contractor or subcontractor has performed any work under a contract subject to section (b), unless the failure of the contractor or subcontractor to furnish the auditor any certified payrolls was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor. This penalty shall not be imposed in conjunction with penalties imposed under sections (e)(2)—(4).

- (6) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each incident of false reporting on a certified payroll, not corrected within fifteen (15) days of the date the false report was brought to the attention of the contractor or subcontractor. A certified payroll shall be determined to be a false report when information related to hours worked or wages paid reported on a certified payroll is not identical to supportive documentation, including paychecks issued to employees, timecards maintained by contractors and subcontractors, invoices for work performed issued to contractors or the city, and tax documents. This penalty shall be imposed in addition to penalties imposed under sections (e)(2)—(5).
- (f) *Third party complaints.* Subject the provision of this section and any rules and regulations that may be issued by the auditor, a third party, including an employee of a contractor or subcontractor, may submit a complaint of a violation of this section to the auditor. The burden of demonstrating to the auditor's satisfaction that a violation has occurred or the rebuttable of such presumption rests with the third party making the complaint, and shall be demonstrated by a preponderance of the evidence. Any such complaint shall be made in writing to the auditor and shall include all information relied upon by such party. The auditor shall notify in writing any person alleged to have violated the section of such complaint. The auditor will investigate credible complaints and provide a response of its findings of any such complaint to both the complainant and the person who is identified as violating the section. Any determination by the auditor pursuant to this section is reviewable by the complained-of party, pursuant to subsection (g).
- (g) *Review.* Any determination of the auditor related to the imposition of prevailing wage, including determinations of applicable employment classifications and wages, determinations of underpayment or misreporting, and the imposition of penalties shall be reviewable as follows:
  - (1) Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
  - (2) The auditor shall designate as a hearing officer a person retained by the city for that purpose.
  - (3) The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
  - (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
  - (5) The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
  - (6) Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

(Code 1950, §§ 161.1A, 161.1B, 161.1C, 161.1D; Ord. No. 582-85, § 2, 10-28-85; Ord. No. 212-89, § 1, 4-17-89; Ord. No. 979-95, § 1, 11-27-95; Ord. No. 546-96, § 1, 7-1-96; Ord. No. 624-97, § 1, 9-22-97; Ord. No. 277-00, § 1, 4-3-00; Ord. No. 84-02, § 1, 1-28-02; Ord. No. 656-06, § 1, 10-9-06; Ord. No. 679-06, § 1, 10-16-06; Ord. No. 423-09, § 1, 8-3-09; Ord. No. 285-10, § 1, 5-24-10; Ord. No. 161-12, §§ 1, 2, 3-19-12; Ord. No. 387-12, § 1, 7-30-12; Ord. No. 985-16, § 1, 11-7-16; Ord. No. 35-19, § 1, 2-11-19)

**Denver Great Kids Head Start Individualized Health Plan**

**Child's name/Date of Birth**

**INDIVIDUALIZED HEALTH PLAN (or equivalent) IN PROCESS**

Health Plan not in chart

**MEDICAL HOME IDENTIFIED**

Referred by nurse if indicated

**PARENT IDENTIFIED HEALTH INSURANCE**

Medicaid

CHP+

CICP

Private

Other (CHS)

Ref. To Covering Kids or DH Enrollment Specialist

**HEALTH INSURANCE NOT IDENTIFIED**

**DOCUMENTATION OF FORMS REVIEW BY NURSE**

Lead result documented

Hematocrit/Hemoglobin Documented

TB result or documentation of being not at risk

Follow-up with parent needed

Follow-up completed

Follow-up with PCP Needed

Follow-up with PCP completed

HCAP Needed

HCAP completed

HCAP in process

HCAP not started

**IMMUNIZATIONS IN CHART & UP-TO-DATE FOR AGE**

"Contract to Obtain IZ/PE" form in chart or discussed with parent

**CURRENT PE IN CHART**

"Contract to Obtain IZ/PE" form in chart or discussed with parent

PE not obtained within 90 days

Follow UP on any concerns noted on physical

BMI Follow Up

**HEALTH SCREENINGS COMPLETED WITHIN 45 DAYS**

Not Completed

Health Screenings retests needed

Retests completed within 60 days

Still within 60 days

Referral needed based on Health Screenings

Referral completed

Referral not completed

Dental Home Identified

**DENTIST'S EXAM COMPLETED WITHIN 90 DAYS**

Referral needed( #1 or #2)

Dentist's exam not completed within 90 days

**Exhibit I**  
**Denver Great Kids Head Start**  
**2020-2021 Universal Selection Criteria**

**120 points are uniform across DGKHS out of 200 points. 60 percent of Selection Criteria Factors are uniform, 40 percent of selection criteria factors are available for agencies to develop.**

<b>Head Start Eligibility Factors (select only <u>ONE</u> criteria that best describes the family circumstance)</b>	<b>50 Points Maximum</b>
Homeless	50 Points
Foster Care/Kinship Care	50 Points
Public Assistance: TANF/SSI	40 Points
Income Below 100 Percent and below of FPL	40 Points
Income Between 101 and 130 Percent of FPL	20 Points
Income Above 131 Percent of FPL, not to exceed 185 of FPL	10 Points

<b>Other Head Start Factors</b>	
Single Parent	15 Points
Refugee/Immigrant	10 Points
Child has <b>confirmed</b> Special Needs: Medical and/or Educational, and/or Mental Health (Must Have Documentation)	12 Points
Child has <b>suspected</b> Special Needs: Medical and/or Educational, and/or Mental Health	7 Points
4-5-Year-Old or Currently Enrolled in Early Head Start (EHS)	10 Points
Primary Language is not English	6 Points
Teen Parent at Birth of First Child	5 Points
Child Transitioning from another Head Start Program	5 Points

**Delegates will have an additional 80 points to create factors based on their community assessment in the " Other Head Start Factors" category.**