

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 **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **SEWALL CHILD DEVELOPMENT CENTER, INC.**, a Colorado Non-Profit Corporation, with an address of 940 Fillmore Street, Denver, Colorado 80206 (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. “Subvendor” means an entity retained by the Contractor, by written agreement, to provide a portion of Contractor’s Services under this Agreement and does not include Subdelegates or Subcontractors.

M. “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, Site Locations.

F. Exhibit F, Certificate of Insurance.

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, 2022 and will expire on June 30, 2023 (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 21st 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 **FIVE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS (\$568,332.00)** (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 **ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND ZERO CENTS (\$113,666.00)** 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 F**, 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. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

(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) **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 (Not applicable to "Public Entities"):

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. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT: For Contractors that are a "public entity", the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the

subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

17. 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.

18. 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.

19. 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").

(1) 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.

20. 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.

21. 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.

22. SITE LOCATIONS, LEASES AND LICENSES:

A. **Site Locations/Leases.** The Contractor will operate Head Start programs at the facilities and locations identified on **Exhibit E**, 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 E**. 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 E**. 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 E**. 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.

23. 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;

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, protective hairstyle, 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization, 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 worker without authorization, 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 a worker without authorization.

(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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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).

29. 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.

30. 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, devises, 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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,** Site Locations.
- 6. Exhibit F,** Certificate of Insurance.

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[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]**

Contract Control Number: MOEAI-202262470-[[This Amendment Number]]
Contractor Name: SEWALL CHILD DEVELOPMENT CENTER INC

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:

By:

Contract Control Number:
Contractor Name:

MOEAI-202262470-[[This Amendment Number]]
SEWALL CHILD DEVELOPMENT CENTER INC

By:  _____
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Name: Heidi Heissenbuttel
(please print)

Title: CEO/President
(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**Sub-Section A: Goals**

1. *What are your Program Goals, Measurable Objectives, and Expected Outcomes for the project period?*
 - a. *If applicable, list any additions, deletions, or revisions to your Program Goals, Measurable Objectives, and Expected Outcomes that have occurred since last year's application and briefly describe the reasons for those changes such as resulting from ongoing oversight or from using data for continuous improvement as described in 1302.102(b)-(c). If no updates or changes have occurred, include a sentence to that effect.*

Objective 3 of Program Goal 1 has been updated for year 4 and 5 due to challenges in previous years to obtain useful data. It has been a challenge to assess progress or maintenance for children using a completed Fall and Spring DECA. Therefore, in Year 4 and 5 we will instead monitor when a concern is identified on the Fall screening and the involvement of a mental health consultant to discuss plans for supporting the child in the area of concern.

2. *For each Program Goal:*
 - a. *Demonstrate your Progress/Outcomes this year toward meeting your Measurable Objectives and Expected Outcomes*
 - b. *Describe any Challenges in achieving progress towards Expected Outcomes and how your program is working to address those Challenges.*

See the Goals and Objectives Chart Below describing progress and challenges.

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Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that ensures they are ready to succeed in kindergarten.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Children will demonstrate school readiness through high performance on child outcomes measured across learning domains.	Measured by at least 85% of children meeting or exceeding the widely held expectations by the Spring semester averaged across the 6 Teaching Strategies Gold (TS Gold) domains.	Measured by at least 85% of children meeting or exceeding the widely held expectations by the Spring semester averaged across the 6 Teaching Strategies Gold (TS Gold) domains.	Measured by improvements shown in each of the 6 Teaching Strategies Gold (TS Gold) domains from Fall to Spring averaged across all children.	Measured by improvements shown in each of the 6 Teaching Strategies Gold (TS Gold) domains from Fall to Spring averaged across all children.	Measured by improvements shown in each of the 6 Teaching Strategies Gold (TS Gold) domains from Fall to Spring averaged across all children.
<p>Progress: Year 3: The Progress that children demonstrated from the Fall of 2020 through the Spring of 2021 includes 66% of the children were meeting or exceeding expectations as averaged across the 6 TS Gold domains. The growth range of children meeting or exceeding expectations in the Spring of 2021 is in the developmental areas of Social/Emotional=66%, Physical=84%, Language=72%, Cognitive=60%, Literacy=49%, Math=61%. Mid-Year 4: The first data point has been collected and we are in process of completing the second data point by mid-February.</p>					
<p>Challenges: Mid-Year 4: The second data point is still in progress.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Gathering of anecdotal records and TS Gold assessment documentation for individual child progress over time 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> TS-Gold data will be entered at each data point for each individual as well as aggregated for total number of children 					
Objective 2	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Children will demonstrate growth in skill development between the Fall data point reporting	Measured by at least 85% of children meets or exceeds expected amount of growth for	Measured by at least 85% of children meets or exceeds expected amount of growth for	Measured by at least 85% of children meets or exceeds expected amount of growth for	Measured by at least 85% of children meets or exceeds expected	Measured by at least 85% of children meets or exceeds expected

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Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that ensures they are ready to succeed in kindergarten.

and the Spring data point reporting.	children in their age bracket on the TS-Gold.	children in their age bracket on the TS-Gold.	children in their age bracket on the TS-Gold.	amount of growth for children in their age bracket on the TS-Gold.	amount of growth for children in their age bracket on the TS-Gold.
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Progress:

Year 3: See the chart below demonstrating the progress made from Fall 2020 through Spring 2021.

Mid-Year 4: The first data point has been collected and we are in process of completing the second data point by mid-February.

Results Year 3:

3 Year Olds Data

Developmental Area	Fall Meeting or Exceeding Expectations	Spring Meeting or Exceeding Expectation
Social Emotional	44%	68%
Physical	62%	80%
Language	44%	71%
Cognitive	39%	65%
Literacy	40%	64%
Math	45%	70%

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Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that ensures they are ready to succeed in kindergarten.					
4 Year Olds Data					
Developmental Area	Fall Meeting or Exceeding Expectations	Spring Meeting or Exceeding Expectation			
Social Emotional	31%	48%			
Physical	37%	73%			
Language	35%	52%			
Cognitive	35%	54%			
Literacy	29%	50%			
Math	19%	29%			
<u>Challenges:</u>					
Mid-Year 4: Since currently the TS Gold data reports on 3 and 4 year olds separately it is difficult to get a total percentage for all children’s progress.					
-Activities or Action Steps to Meet Objective Above:					
<ul style="list-style-type: none"> Gathering of anecdotal records and TS-Gold documentation 					
-Data, Tools, or Methods for Tracking Progress Above:					
<ul style="list-style-type: none"> Data will be analyzed after each data point for each individual as well as aggregated for total number of children. 					
Program Goal 2: All children enrolled in the Sewall Head Start will receive high-quality health, mental health, and nutrition services so they are ready to succeed in school.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Through the support of the Family Service worker and Health Services support, children will have insurance, a medical home, dental home and be current on their immunizations.	95% of children will have insurance, a medial home, & a dental home within 30 and 90 days of entering the program. In addition, 95% of children will be	Will continue work to increase the percentage of children with a dental home reaching 95% and will continue to maintain the higher percentages for children with	90% of children will have insurance, a medial home, & a dental home within 30 and 90 days of entering the program. In addition, 95% of children will be up to date on their immunizations within	90% of children will have insurance, a medial home, & a dental home within 30 and 90 days of entering the program. In addition, 95% of children will be up to date on their immunizations within	90% of children will have insurance, a medial home, & a dental home within 30 and 90 days of entering the program. In addition, 95% of children will be up to date on their

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Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that ensures they are ready to succeed in kindergarten.					
	up to date on their immunizations within 30 days of entering the program.	insurance, a medical home and up to date immunizations.	30 days of entering the program.	30 days of entering the program.	immunizations within 30 days of entering the program.
<p>Progress: Year 3: 98% of children have insurance and a medical home, 75% have a dental home and 87% are up to date with immunizations. Mid-Year 4: 100% of children have insurance and a 77% have a medical home, 91% have a reported dental home and 100% are up to date with immunizations.</p>					
<p><u>Challenges:</u> Mid-Year 4: It has been challenging during this ongoing COVID pandemic to assist families in staying up to date with their children’s yearly physicals.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Letters to parents will be used as reminders and links to services in addition to face-to-face meetings. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> The data system, Child Plus, health module will be tracking records of primary and preventative health care. The Child Health Record and screening form as well as the health tracking form will be used to gather data. 					
	Progress, Outcomes, and Challenges				
Objective 2	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
All children enrolled will receive hearing & vision screenings, dental and developmental screenings.	All screenings will be completed within the first 45 days of enrollment.	All screenings will be completed within the first 45 days of enrollment. In year 2 staff will create a developmental screening schedule as children are enrolled during the	All screenings will be completed within the first 45 days of enrollment. In Year 3 the disabilities and mental health coordinator will oversee the completion of developmental	All screenings will be completed within the first 45 days of enrollment. We will continue to use the previously developed tracking and oversight procedures to ensure timely completion.	All screenings will be completed within the first 45 days of enrollment. We will continue to use the previously developed tracking and oversight procedures to

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Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that ensures they are ready to succeed in kindergarten.					
		summer months and throughout the year.	screenings. To ensure timely completion.		ensure timely completion
<p>Progress: Year 3: 90% of children received their hearing and vision screenings, 86% of children received their dental screening and 84% received their developmental screening timely. Mid-Year 4: 100% of children received their hearing and vision screenings and 99% of children received their dental screening.</p>					
<p><u>Challenges:</u> Mid-Year 4: Due to the COVID 19 pandemic, the FSW’s have supported the caregivers in advocating with their primary health providers to provide these screenings to their children when the children have been absent and unable to access these services at our centers. Most commonly the information received back from the healthcare providers is that they do not offer these screenings for children.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Scheduling each child for individual screenings as part of the early enrollment process and as part of a classroom screening day if needed. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> The data system, Child Plus, health module will be tracking records of primary and preventative health care. The Child Health Record and screening form as well as the health tracking form will be used to gather data. 					
Objective 3	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Children will be able to access the level of mental health support appropriate to their needs as well as consultation in the classroom resulting in approved ability to self-regulate, identify emotions, identify strategies to support their needs, & solve problems.	100% of children will demonstrate improvement as measured by Teaching Pyramid Observation Tool (TPOT), pre- and post. When referrals are made 75% of	The Devereux Early Childhood Assessment will be used to measure children’s social and emotional progress. 100% of children will demonstrate improvement or maintenance.	The Devereux Early Childhood Assessment will be used to measure children’s social and emotional progress. A Fall and Spring assessment will be completed by the teachers. 90% of children will demonstrate	The Devereux Early Childhood Assessment will be used to measure children’s social and emotional development. The Fall assessment will be completed for 100% of the children by both the teachers and parents. If	The Devereux Early Childhood Assessment will be used to measure children’s social and emotional development. The Fall assessment will be completed for 100% of the children by both the

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Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that ensures they are ready to succeed in kindergarten.					
	those referred will access services.		improvement or maintenance. Mental Health consultation will be readily available to children and families.	concerns are noted, the mental health consultants will develop with the team plans to address.	teachers and parents. If concerns are noted, the mental health consultants will develop with the team plans to address.
<p><u>Progress:</u> Year 3: 19 children were supported by the mental health consultant, the mental health professional consulted with parents of 19 children, and 2 children received a mental health assessment. Mid-Year 4: 100% of the Fall DECA assessments have been completed by the teachers and caregivers. Currently, the development of support plans is taking place with the teachers, parents, and MH consultant.</p>					
<p><u>Challenges:</u> Mid-Year 4: It has been difficult to assess progress or maintenance for children using a completed Fall and Spring DECA. Therefore, in Year 4 and 5 we will instead monitor when a concern is identified on the Fall screening and the involvement of a mental health consultant to discuss plans for supporting the child in the area of concern.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Implementation of the Teaching Pyramid in each classroom, providing individual support as needed, referring for more formal supports as needed, consultation with teachers and families. A change has been made from the Teaching Pyramid screening to the Devereux Early Childhood Assessment screening tool. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> Data will be tracked on the number of referrals, services provided and type, either consult or direct or both. The data system, Child Plus, will be supporting the tracking and calculating percentages of students receiving support. 					
	Progress, Outcomes, and Challenges				
Objective 4	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Every child in the program will receive snack(s), breakfast (If child arrives without	100% of children will be offered	100% of children will be offered	100% of children will be offered	100% of children will be offered	100% of children will be offered

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Objective 4	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
having eaten), lunch, and other meals as appropriate. These will provide ½ to 2/3 of daily nutritional needs depending on length of program for all children enrolled.	breakfast, lunch and one snack each day.	breakfast, lunch and one snack each day meeting nutritional standards.	breakfast, lunch and one snack each day meeting nutritional standards.	breakfast, lunch and one snack each day meeting nutritional standards.	breakfast, lunch and one snack each day meeting nutritional standards.
<p>Progress: Year 3: Meals and snacks meeting the CACFP nutritional standards and requirements were provided to all Head Start children throughout the year.</p> <p>Mid-Year 4: A new food vendor contract has begun in January, 2022 and the feedback is extremely positive regarding the food flavors and variety. 100% of children are receiving nutritious meals. Sewall has received and HFDK grant that is funding the gap in CACFP reimbursement and costs of providing the meals. This funding is also allowing Sewall to provide monthly food bank opportunities to the families.</p>					
<p>Challenges: Mid-Year 4: Our previous food vendor was difficult to work with for the first half of this year, due to decreased quality of service as well as decreased quality of meals.</p>					
<p>-Activities or Action Steps to Meet Objective Above: Letters inviting parents to get involved; small group meetings at convenient times; large group meetings with child care provided if at night</p>					
<p>-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Data will focus on the link agendas, sign in sheets, which will monitor participation and results of process. </p>					
<p>Program Goal 3: All parents of children enrolled in the Sewall Head Start will be engaged as their child’s first teacher and improve their own skills to support their child’s development.</p>					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Parents will participate in home visits & parent teacher conferences	There will be a 90% attendance.	90% participation in home visits and parent/teacher conferences.	90% participation in home visits and parent/teacher conferences.	90% participation in home visits and parent/teacher conferences.	90% participation in home visits and parent/teacher conferences.

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Objective 4	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>Progress: Year 3: 90% of the parents participated in the home visits. Mid-Year 4: 92% of the caregivers participated in the initial home visit. 83% of the caregivers participated in the fall parent teacher conference. It has been noted that Virtual participation has become more difficult for caregivers to participate.</p>					
<p>Challenges: Mid-Year 4: Due to the COVID 19 pandemic and the safety and health of the children, families and staff being out priority, all parent teacher conferences and all initial home visits were completed virtually with the families.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Written reminders for families, home visits set at times that work for families, phone calls, and face-to-face meetings to set appointments 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> Data to be collected includes summaries of home visits and signed home visit record forms, signed copies of parent/teacher conferences, and family needs assessments. The notes completed by teachers and specialists will be reviewed monthly for Quality Improvement Plans. 					
Objective 2	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Parents will participate in Policy Council & Parent Committees.	Each classroom will be equally represented as well as representation from parents of children with and without special needs.	Each classroom will be equally represented as well as representation from parents of children with and without special needs.	A policy committee will be in place at both centers with participation from some parents. One parent will participate on the DGKHS policy council and one parent will participate on the Sewall Board or	A policy committee will be in place at both centers with participation from some parents. One parent will participate on the DGKHS policy council and one parent will participate on the Sewall Board or	A policy committee will be in place at both centers with participation from some parents. One parent will participate on the DGKHS policy council and one parent will participate on the Sewall Board or

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Objective 4	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
			program committee.	program committee.	program committee.
<p>Progress: Year 3: A few parents continued to stay involved throughout the year on the policy committee and 1 parent consistently attended the City policy council. Mid-Year 4: We have a small group of caregivers engaged in the policy committee, 1 is attending the City policy council and 1 parent is interested in participating on the Sewall Board program committee once it begins meeting in February, 2022.</p>					
<p><u>Challenges:</u> Mid-Year 4: Engagement strategies for more parent involvement continues to be a priority.</p>					
<p>-Activities or Action Steps to Meet Objective Above: • Parents will be contacted through letters, newsletters, one-on –one, and parent-to parent to encourage participation.</p>					
<p>-Data, Tools, or Methods for Tracking Progress Above: Data collected will include agendas and sign in sheets; length of meetings; Child Plus data system will track parent time for non-federal share documentation.</p>					
Objective 3	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Parents will attend workshops on parent education.	Depending on the topic presented, a minimum of 30-50 % of parents will participate in each offering.	The FSW in collaboration with the parent committee will provide opportunities for parent workshops and education. Attendance will be tracked.	The FSW in collaboration with the parent committee will provide opportunities for parent workshops and education. Attendance will be tracked.	The FSW in collaboration with the parent committee will provide opportunities for parent workshops and education. Attendance will be tracked.	The FSW in collaboration with the parent committee will provide opportunities for parent workshops and education. Attendance will be tracked.

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Objective 4	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>Progress: Year 3: Attendance proved to be extremely difficult during the pandemic due to the many new challenges families were experiencing. Mid-Year 4: Parents have been participating in both events that have occurred outdoors as well as some remote family involvement events.</p>					
<p>Challenges: Mid-Year 4: The amount of stress and needs that families are dealing with during these times of the COVID pandemic are evident in the amount of involvement caregivers are able to engage outside of the very basic components. This was improving during the Fall.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Family needs assessment will be completed to identify topics of interest and need. Surveys will also be used throughout the year. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> Data will focus on the link between the family needs assessment and the offerings, agendas, sign in sheets, which will monitor participation. 					
Objective 4	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Parents will be involved in helping to determine the most relevant Parent & Family Engagement Outcomes.	A minimum of 60% of families will participate in creating goals, action plan, and measurable results.	A minimum of 60% of families will participate in creating goals, action plan, and measurable results.	A minimum of 60% of families will participate in creating goals, action plan, and measurable results.	A minimum of 60% of families will participate in creating goals, action plan, and measurable results.	A minimum of 60% of families will participate in creating goals, action plan, and measurable results.
<p>Progress: Year 3: 67% of the Family Partnership Agreements were completed and worked on with families throughout the Winter and Spring months. Mid-Year 4 84% of the Family Partnership Agreements have been completed and work with the families on their identified goals have begun.</p>					
<p>Challenges: Mid-Year 4: The amount of stress and needs that families are dealing with during these times of the COVID pandemic are evident in the amount of involvement caregivers are able to engage outside of the very basic components even with the knowledge that goal setting could be beneficial for their family.</p>					

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Objective 4	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
-Activities or Action Steps to Meet Objective Above: Letters inviting parents to get involved; small group meetings at convenient times; large group meetings with child care provided if at night					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Data will focus on the link agendas, sign in sheets, which will monitor participation and results of process. 					
Program Goal 4: All children with disabilities enrolled in the Sewall Head Start will experience high quality and inclusive learning environments.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Request for observation will be submitted by teachers when there is a concern about a child’s development & the DPS Child Find team will conduct an assessment with the family’s participation.	If the assessment indicates a child qualifies for support services through an Individual Education Plan (IEP) will be developed and implemented within 60 days of the referral.	If the assessment indicates a child qualifies for support services through an Individual Education Plan (IEP) will be developed and implemented within 60 days of the referral.	If the assessment indicates a child qualifies for support services through an Individual Education Plan (IEP) will be developed and implemented within the timeline set by DPS.	If the assessment indicates a child qualifies for support services through an Individual Education Plan (IEP) will be developed and implemented within the timeline set by DPS.	If the assessment indicates a child qualifies for support services through an Individual Education Plan (IEP) will be developed and implemented within the timeline set by DPS.
<u>Progress:</u> Year 3: 18 children had current IEPS and 2 children received an IEP after beginning in the program. Mid-Year 4: 17 children have current IEPs and 1 child has been recommended for further assessment through Denver Public Schools Child Find.					
<u>Challenges:</u> Mid-Year 4: None at the current time.					
-Activities or Action Steps to Meet Objective Above:					

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Program Goal 4: All children with disabilities enrolled in the Sewall Head Start will experience high quality and inclusive learning environments.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<ul style="list-style-type: none"> Education of staff on the referral process; education of staff of monitoring TS-Gold data and anecdotal data on individual children; Parent concerns and requests. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Data tracked will be on number of referrals, frequency of referrals, referring individual, IEP development & subsequent goals, strategies & accommodations/modifications needed. Child Plus data system will aid in the tracking of referrals. 					
Objective 2	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Teaching staff will implement strategies & accommodations/modifications identified in a child's IEP for children with special needs who will be included in all activities.	There will be 100% participation by all students with special needs in the daily activities of the classroom.	There will be 100% participation by all students with special needs in the daily activities of the classroom.	There will be 100% participation by all students with special needs in the daily activities of the classroom	There will be 100% participation by all students with special needs in the daily activities of the classroom	There will be 100% participation by all students with special needs in the daily activities of the classroom
Progress: Year 3: With the assistance of the IEP accommodations and of the therapeutic specialists, 100% of the children with identified special needs were successful in participating in activities such as group circle time and table top activities. Mid-Year 4: With the assistance of the IEP accommodations and of the therapeutic specialists, 100% of the children with identified special needs are successful in participating in activities such as group circle time and table top activities.					
Challenges: None at the time.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Each child with an IEP will have a plan to support full participation; specialists will develop and implement adaptations/modifications that will support a child actively participating in the daily routine at his/her level; teachers will team with specialists to learn to implement any special plans. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Data will be reviewed from specialist's notes, data taken on goals, sign in sheets for providers, team meeting agendas and notes, and classroom observations by coaches and educational supports. 					

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Program Goal 4: All children with disabilities enrolled in the Sewall Head Start will experience high quality and inclusive learning environments.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Objective 3	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
All Head Start classrooms will receive yearly CLASS assessments and scores will be maintained above the national average across all three categories: Emotional Support, Classroom Organization, and Instructional Support.	The scores will be above the national OHS average of : Emotional Support 6.0; Classroom Organization 5.73; and Instructional Support 2.83.	The scores will be above the national OHS average of : Emotional Support 6.0; Classroom Organization 5.73; and Instructional Support 2.83.	The scores will be above the national OHS average of : Emotional Support 6.0; Classroom Organization 5.73; and Instructional Support 2.83.	The scores will be above the national OHS average of : Emotional Support 6.0; Classroom Organization 5.73; and Instructional Support 2.83.	The scores will be above the national OHS average of : Emotional Support 6.0; Classroom Organization 5.73; and Instructional Support 2.83.
<p>Progress: Year 3: Results from the end of the year CLASS completion-The Zone-Emotional Support=6.9, Classroom organization=6.4, and Instructional support=5.9. Dahlia-Emotional Support=6.9, Classroom Organization=6.5, and Instructional support=5.3. Mid-Year 4: The CLASS scores completed December 2021 are The Zone-Emotional Support=6.6, Classroom organization=5.0, and Instructional support=3.4. Dahlia-Emotional Support=6.7, Classroom Organization=5.6, and Instructional support=3.2.</p>					
<p>Challenges: Mid-Year 4: None at the time.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Training on the CLASS for Teachers and other classroom staff; coaching and support from other educational personnel 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Data will be pulled from coaching sessions notes, practice CLASS observations and the results; trainings for teaching staff on CLASS (agendas & sign in sheets); and reflective practices of teachers. 					

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Program Goal 5: Sewall Head Start will assure effective and efficient daily and financial operations through oversight of the program by the CEO, VP of Programs, and Accountant.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
A weekly leadership team meeting consisting of the Sewall VP of Programs, VP of Development, Accountant and CEO will assure effective and efficient operation and use of DGKHS funds across all budget categories.	In addition, Monthly program and finance committees consisting of staff, Board members and parent policy committee members will discuss and review engagement and operations across all levels including fiscal management.	In addition, Monthly program and finance committees consisting of staff, Board members and parent policy committee members will discuss and review engagement and operations across all levels including fiscal management.	In addition, Monthly program and finance committees consisting of staff, Board members and parent policy committee members will discuss and review engagement and operations across all levels including fiscal management.	In addition, Monthly program and finance committees consisting of staff, Board members and parent policy committee members will discuss and review engagement and operations across all levels including fiscal management.	In addition, Monthly program and finance committees consisting of staff, Board members and parent policy committee members will discuss and review engagement and operations across all levels including fiscal management.
<p>Progress: Year 3: The leadership team met weekly and the Head Start director ensured there was carry over of information from the policy committee meetings and leadership meetings. Mid-Year 4: The leadership team continues to meet weekly, the policy committee meets monthly and a parent representative is now a member of the Sewall Board program committee that meets monthly.</p>					
<p><u>Challenges:</u> Mid-Year 4: Engaging parents and ensuring the parent is able to participate in several monthly meetings.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Accurate accounting of spending and income; discussion of operations and how funds are being used; other funding sources 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Accounting system; procedures for purchases/needs requests; agenda topics/notes 					

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3. *If additions, deletions, or revisions were made to your program's School Readiness Goals since last year's application, then describe how the revised goals align with the Head Start Early Learning Outcomes Framework: Ages Birth to Five, state and tribal early learning guidelines, as appropriate, and requirements and expectations of the local schools where children will transition.*

N/A

4. *If additions, deletions, or revisions were made to your Program Goals since last year's application, then include information on how parents and the governing body were involved in those changes.*

N/A

Sub-Section B: Service Delivery

Provide updates to the following areas. Describe the rationale for any changes to your program design such as new data from an updated community assessment, ongoing oversight, or from using data for continuous improvement as described in 1302.102(b)-(c). If there are no updates or changes, include a sentence to that effect. Where applicable, describe any challenges and how the program is working to address those challenges.

1. *Service and Recruitment Area*
2. *Needs of Children and Families*
3. *Chosen Program Option(s) and Funded Enrollment Slots*
4. *Centers and Facilities*
5. *Eligibility, Recruitment, Selection, Enrollment, and Attendance*
6. *Education and Child Development*
7. *Health*
8. *Family and Community Engagement*
9. *Services for Children with Disabilities*
10. *Transition*
11. *Services to Enrolled Pregnant Women*
12. *Transportation*

1. *Service and Recruitment Area (see 1302.11(a) and 1302.13):*
 - a. *Identify the service and recruitment area for proposed program operations.*

Sewall's Head Start programs offered at the Dahlia the Zone Campuses provide programming to young children and their families in the traditionally underserved community of North Park Hill, specifically the North Park Hill (NPH) neighborhood within the 80207 zip code. As well as, the Green Valley Ranch and Montbello neighborhoods of Far Northeast Denver (FNE), with the zips of 80249 and 80239.

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Sewall at Dahlia has recruited children for the Head Start preschool program from the 80207 and 80205 zip code areas, the neighborhoods surrounding the Dahlia Campus. The Zone offers a central gathering place within the FNE region where Head Start services have added a layer of focus on young child within that centralized campus, which is a hub for the Far Northeast area. Since opening the Sewall preschool and Head Start programming at The Zone, the classrooms have been continually full with many families waiting for entry. Sewall's history, management system, and financial systems are strong and Sewall is prepared to continue offering high-quality early education as a Head Start delegate.

b. Provide Evidence to demonstrate that the proposed area is the area of greatest need.

The 2021 Denver Great Kids Head Start Community Assessment is clear regarding the high needs in the neighborhoods with these zip codes 80207, 80249,80239 based on the number of children under the age of 6 living with families whose income is 150% below the Federal Poverty Level. In the Green Valley Ranch (GRV) neighborhood, one of the highest needs areas in this category, there are between 501 and 1350 children. In the Northeast Park Hill (NPH) neighborhood, one of the second highest needs areas, there are between 201 and 500 children. Sewall's goal in our strategic plan is to increase access and participation for young children and families across all Denver neighborhoods; particularly those children who learn differently or are experiencing a mental health need; to high quality, evidence based inclusive early childhood environments which include strong family professional partnerships. The above goals and objectives meet both the identified and stated needs of these neighborhoods as well as the strategic plan of Sewall Child Development Center.

2. Needs of Children and Families (see 1302.11(b) and Special Instruction on Community Assessment).

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Provide a summary of data from your community assessment that informs the program's selection criteria and design, such as:

- a. the estimated number of eligible children under five years of age and pregnant women by geographic location, race, ethnicity, and spoken language, including children experiencing homelessness, in foster care, dual language learners, and with disabilities;*

The 2021 Denver Great Kids Head Start Community Assessment indicates that the number of eligible children living in the neighborhoods where the Sewall Head Start programs are located is some of the highest throughout Denver County. The number of children under the age of 6 living in NPH is between 622 and 898 and in the GVR neighborhood is between 2127 and 3804. Further, the number of births in 2020 in the GVR neighborhood was 674, in the Montbello neighborhood 556 and 107 in the Northeast Park Hill neighborhood.

The African-American population in both the FNE neighborhood and the NPH neighborhood is between 27%-55%. The Asian population in the GVR area is between 8% and 15%. The Foreign Born population is between 8%-12% in the NPH area and 21%-27% in the GVR area. Finally, the Hispanic population in the FNE is 39%-57% and in NPH is 24%-38%. The majority of the students enrolled in the Dahlia and the Zone preschool classes are racial minorities, representative of the neighborhood population. A local report by Padres y Jóvenes Unidos reiterated the racial disparity in our local schools, noting “children of color are less likely than their non-Hispanic white peers to be enrolled in preschool. Toxic stress, poverty, mental health, and disability –issues facing a large majority of the children and families at the Dahlia and The Zone Campuses - all contribute to rates of child abuse and neglect. According to a 2012 report from the Child Welfare Information Gateway regarding the prevention of maltreatment of children with special needs, the presence of multiple family risk factors puts children at a much higher risk. Children served at Sewall's Dahlia

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and the Zone Head Start program as indicated in the 2020 Denver Great Kids Head Start Community Assessment come from families experiencing a number of these risk factors simultaneously, leaving the children in this community at increased risk of child abuse.

In the Dahlia and the Zone classes, 31% of children receive special education support, and many of these children (those with and without IEPs) are thought to have significant mental health needs. Further, many children have more than 3 family risk factors which may also include living with a single parent, having one or two parents who are either unemployed or employed in a position paid at minimum wage which contributes to the family being identified as low-income, and the family experiences communication barriers.

In the Sewall classrooms, 75% of children are living in poverty. Research confirms what Sewall staff sees every day – that children living in poverty, whose families are experiencing multiple stressors, struggle to succeed as early as preschool. Sewall’s inclusive preschool model provides prevention, intervention, *and* education programming in tandem with the Mental Health Center of Denver and Denver Health, providing evidence-based programs to target young children and their family’s mental wellness.

The 2016 Kids Count devotes an entire section to poverty experienced by young children, noting “One study found that people who experienced poverty between birth and age 5 completed two fewer years of school, were twice as likely to be arrested (among men) and were nearly three times as likely to be in poor health as adults than those who lived in moderate- to upper-income families during their early years.” Early childhood poverty appeared to have a larger impact on adults’ lives than did poverty experienced in adolescence. 80,708 Colorado children meet the criteria for living in “extreme poverty” (2020 Kids Count). According to the DGKHS Community Assessment 2021, 17%-47% of

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children residing in the North Park Hill and 7%-16% of the children living in the Green Valley Ranch neighborhoods are living in poverty. On every component of school readiness (math, reading, physical health, learning-related behaviors such as paying attention, and problem behaviors such as disrupting the class), children from poor families lagged behind their middle- to upper-income peers (Brookings p.185). Additionally, the 2016 Kids Count states that “children living in high-poverty communities are more likely to suffer from harmful levels of stress and behavioral or emotional problems”. Toxic stress, poverty, mental health, and disability –issues facing the children and families at the Dahlia and the Zone Campuses - all contribute to Toxic Stress within families and increased behavioral health needs for children. Over 40% of the children enrolled at the Dahlia and the Zone preschool programs have behavioral indicators of toxic stress or unmet mental health needs, as identified by experienced staff.

The 2016 Colorado Kids Count makes it clear that “children who grow up in single-parent households are at higher risk of living in poverty, dropping out of school and becoming a teen parent,” and that this rate is rising for Colorado children (Kids Count 2016). For the children attending Sewall, this rate is exceptionally high. Poverty affects young children the most.

- b. *data regarding the education, health, nutrition, social service, child care, parent schedules, and other service needs of the proposed children, families, and pregnant women.*

In the DGKHS Community Assessment 2021, the Well Being Index, which includes 11 indicators that measure differences in education, health, and community opportunities, show

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that the FNE and NPH neighborhoods both are in the second highest category for individuals experiencing these multiple indicators. Children living in households receiving public benefits in NPH is 12%-33% and in GVR is 6%-19%. The percentage of individuals with no health insurance in the NPH neighborhood is 6.3%-13% and in GVR is 23%-100%. The infant mortality rate per 1,000 from 2016-2020 is 4.4-6.7 in the NPH and Montbello neighborhoods and 6.8-9.2 in the GVR neighborhood. The percentage of births to teens ages 15-19 in the NPH and Montbello areas is 7%-9% and in GVR 4%-6%. The DGKHS Community Assessment 2021 also indicated that the FNE and NPH neighborhoods both are high areas of limited food access. The percentage of the population in both areas that do not live within a 10-minute walk of a full service grocery store is 73%-89%.

c. the availability of other child development, child care centers, and family child care programs that serve eligible children, including home visiting, publicly-funded state and local preschools, and the approximate number of eligible children served.

The proportion of licensed child care facilities for those children under the age of 6 in these neighborhoods are, in GVR 5%-25% and NPH 25%-50%. Further, the percentage of three and four year olds in Preschools in the GVR area is 20%-44% and in the NPH area 45%-67% according to the 2021 DGKHS Community Assessment.

3. Proposed Program Option(s) and Funded Enrollment

No new information

4. Centers and Facilities:

No new information

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

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See Attachment I for the eligibility selection criteria worksheet

6. Education and Child Development

No new information

7. Health

No new information

8. Family and Community Engagement

No new information

9. Services for Children with Disabilities

No new information

10. Transition

No new information

11. Services to Enrolled Pregnant Women (see 1302 Subpart H):

Not applicable

12. Transportation (see 1303 Subpart F):

No new information

Sub-Section C: Governance, Organizational, and Management Structures

Provide updates to the following areas. If changes were made, describe the rationale for the changes such as new data from an updated community assessment, ongoing oversight or from using data for continuous improvement as described in 1302.102(b)-(c). If no updates or changes have occurred, include a sentence to that effect. Where applicable, describe any challenges in these areas and how the program is working to address those challenges.

1. Governance- When providing updates to Processes, include examples of the governing body and policy council using key program information (see 1301.2(b)(2) and 1301.3(c)(2)) to conduct its responsibilities. Also include examples of parent committees informing program policies, activities, and services.

2. Human Resources Management

3. Program Management and Quality Improvement- When providing updates, include pending corrective actions from ongoing oversight and any new procedures that prevent

EXHIBIT A

recurrence of previous quality and compliance issues, including previously identified noncompliances/deficiencies, safety incidents, and audit findings.

No new information in all areas of governance, organizational and management structures.

See Attachment II: Organizational Chart-updated

See Attachment III: Training and Technical Assistance Plan-updated

Section II. Budget and Budget Justification Narrative

A comprehensive budget aligns with the proposed program approach and identifies allowable costs, and is aggregated by object class category. Grantee and, if applicable, each delegate agency must complete separate budgets for Head Start and Early Head Start.

Justify the budget by addressing the following:

Provide a detailed narrative to explain the costs by object class category identified within the SF424A Section B-6. Explain significant personnel and fringe adjustments for this budget period for item a and b. For each item c through h, ensure the narrative aligns with the amounts requested for direct and, if applicable, indirect costs.

1. Budget

See Attachments

2. Identify and explain each delegate agency agreement, partnership contract, and any single item costing more than \$150,000 in the “Contractual” and “Other” budget categories.

Not Applicable

3. If applicable, describe the planned use of cost-of-living adjustment (COLA) funds based on the related Program Instruction.

No new information

4. Describe key features of the organization’s financial and property management system and internal controls in place to maintain effective control and accountability for grant funds, property, and other assets. See requirements for financial management at 45 CFR §75.302 and internal controls at §75.303.

No new information

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5. *Identify each source of non-federal match, including the estimated amount per source and the valuation methodology. Explain how your program determined that proposed non-federal match is allowable per 45 CFR §75.303 and Section 1303.4.*

See Attachments

6. *If proposing a waiver of the non-federal share match requirement, provide a detailed justification that conforms with the criteria under Section 640(b)(1)-(5) of the Act.*

Not applicable

7. *If proposing a waiver of the 15% limitation on development and administrative costs, provide a justification that meets the requirements of Section 1303.5 and contact your regional office for additional guidance.*

Not Applicable

8. *If requesting an enrollment reduction request, describe the budget implications of the reduction request and any cost-savings measures considered prior to seeking the enrollment reduction.*

Not Applicable

9. *If requesting a conversion (see Section 1302.20(c)):*

- a. Identify the amount of funds that will be re-allocated by object class category to convert Head Start to Early Head Start services. Explain the changes in each object class category.*
- b. Describe start-up costs from the annual operational funds that would be necessary to implement the proposed conversion request based on the timetable in item 3.d.iii.E of Sub-Section B of these instructions.*
- c. Discuss one-time funding necessary for the conversion and how the agency intends to secure such funding.*

Not Applicable

10. *If requesting funds for the purchase, construction, or major renovation of facilities not previously approved, explain the need for and proposed use of such funds. Identify all proposed sources of funding for facilities activities and submit supporting documentation.*

Not Applicable

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11. If requesting funds for equipment, describe the procurement procedures to be followed for the purchase of such equipment. See equipment definition at 45 CFR §75.2.

Not Applicable

EXHIBIT A-1

Sewall Goals and Objectives 2021-2022

Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that ensures they are ready to succeed in kindergarten.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>Children will demonstrate school readiness through high performance on child outcomes measured across learning domains.</p>	<p>Measured by at least 85% of children meeting or exceeding the widely held expectations by the Spring semester averaged across the 6 Teaching Strategies Gold (TS Gold) domains. Progress made Mid-Year 1 includes all Head Start staff being trained on best practices for the use of TS Gold to complete child observations, gather developmental evidence and document the outcomes and progress related to the school</p>	<p>83% of the Head Start children were meeting or exceeding expectations as averaged across the 6 TS Gold domains. The percentage breakdowns for each area of development includes; Social/Emotional=82%, Physical=88%, Language=76%, Cognitive=86%, Literacy=79%, Math=86%</p>	<p>The percentage of children meeting or exceeding expectations in each area of development includes; Social/Emotional=74%, Physical=79%, Language=59%, Cognitive=67%, Literacy=59%, Math=67%. 68%** of the children were meeting or exceeding expectations as averaged across the 6 TS Gold domains. **(The results for this year show the progress from the Fall to the Winter data collection points due to the COVID 19 pandemic closing the Sewall centers beginning mid-March 2020 through May 2020.)</p>	<p>The growth range of children meeting or exceeding expectations in Spring of 2021 in each of the developmental areas of; Social/Emotional=66%, Physical=84%, Language=72%, Cognitive=60%, Literacy=49%, Math=61%. 66%** of the children were meeting or exceeding expectations as averaged across the 6 TS Gold domains. **(The results for this year were impacted by the effects of the COVID-19 pandemic such as children initially only participating in remote learning and then throughout the year experiencing classroom closures which lead to hybrid learning including some remote learning opportunities combined with classroom learning opportunities.)</p>	<p>Mid-Year 5: The growth range of children meeting or exceeding expectations in Winter 2022 in each of the developmental areas of; Social/Emotional=36%, Physical=54%, Language=44%, Cognitive=41%, Literacy=32%, Math=37%.</p>

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Sewall Goals and Objectives 2021-2022

Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that ensures they are ready to succeed in kindergarten.					
	readiness of Head Start children while the children participate in active Head Start services.				
<p>Progress: During the non-pandemic years, you can see that children were meeting and/or exceeding expectations in all 6 domains more than 80% of the time.</p>					
<p><u>Challenges:</u> Mid-Year 5: Classroom closures continue to occur due to the COVID-19 pandemic which may affect the consistency of the children’s access to classroom growth opportunities and limit their social interactions. During the pandemic years it appears as if the inconsistency of children’s attendance both for familial and center reasons is having an effect on children’s developmental growth.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Gathering of anecdotal records and TS Gold assessment documentation for individual child progress over time 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> TS-Gold data will be entered at each data point for each individual as well as aggregated for total number of children 					
	Progress, Outcomes, and Challenges				
Objective 2	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Children will demonstrate growth in skill development between the Fall data point reporting and the	Measured by at least 85% of children meets or exceeds expected amount of growth for children in their	In all areas of development for both 3 and 4 year old children growth improvements were shown between the Fall and Spring. The 3 year old results include;	Shown below in the tables, the 4 year olds made tremendous progress during a shortened timeframe for this challenging year. And the 3 year olds also	In all areas of development for both 3 and 4 year olds growth improvements were shown between the Fall and Spring.	Mid-Year 5: Mid-Year 5: The growth range of children meeting or exceeding expectations in Winter 2022 in each of the developmental areas of;

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Sewall Goals and Objectives 2021-2022

Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that ensures they are ready to succeed in kindergarten.																																																																																																																		
Spring data point reporting.	age bracket on the TS-Gold. In Mid-Year 1 , two data points have been observed, collected, documented and recorded by the teachers now awaiting the mid-year data to be summarized.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Social Emotional</td><td>60%</td><td>90%</td></tr> <tr><td>Physical</td><td>74%</td><td>98%</td></tr> <tr><td>Language</td><td>46%</td><td>85%</td></tr> <tr><td>Cognitive</td><td>34%</td><td>91%</td></tr> <tr><td>Literacy</td><td>31%</td><td>90%</td></tr> <tr><td>Math</td><td>29%</td><td>81%</td></tr> </table>	Social Emotional	60%	90%	Physical	74%	98%	Language	46%	85%	Cognitive	34%	91%	Literacy	31%	90%	Math	29%	81%	<p>The 4 year old results include;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Social Emotional</td><td>26%</td><td>59%</td></tr> <tr><td>Physical</td><td>39%</td><td>85%</td></tr> <tr><td>Language</td><td>41%</td><td>54%</td></tr> <tr><td>Cognitive</td><td>31%</td><td>62%</td></tr> <tr><td>Literacy</td><td>31%</td><td>54%</td></tr> <tr><td>Math</td><td>28%</td><td>38%</td></tr> </table>	Social Emotional	26%	59%	Physical	39%	85%	Language	41%	54%	Cognitive	31%	62%	Literacy	31%	54%	Math	28%	38%	<p>made progress in most developmental areas from the Fall to the Winter. (These results are only showing progress from the Fall to the Winter data collection points due to the COVID 19 pandemic closing the Sewall centers beginning mid-March 2020 through May 2020.) The 3 year old results include;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Social Emotional</td><td>59%</td><td>78%</td></tr> <tr><td>Physical</td><td>67%</td><td>80%</td></tr> <tr><td>Language</td><td>61%</td><td>61%</td></tr> <tr><td>Cognitive</td><td>51%</td><td>69%</td></tr> <tr><td>Literacy</td><td>45%</td><td>59%</td></tr> <tr><td>Math</td><td>43%</td><td>69%</td></tr> </table> <p>The 4 year old results include:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Social Emotional</td><td>52%</td><td>86%</td></tr> <tr><td>Physical</td><td>71%</td><td>100%</td></tr> <tr><td>Language</td><td>57%</td><td>71%</td></tr> <tr><td>Cognitive</td><td>86%</td><td>100%</td></tr> <tr><td>Literacy</td><td>71%</td><td>100%</td></tr> <tr><td>Math</td><td>14%</td><td>86%</td></tr> </table>	Social Emotional	59%	78%	Physical	67%	80%	Language	61%	61%	Cognitive	51%	69%	Literacy	45%	59%	Math	43%	69%	Social Emotional	52%	86%	Physical	71%	100%	Language	57%	71%	Cognitive	86%	100%	Literacy	71%	100%	Math	14%	86%	<p>The 3 year old results include;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Social Emotional</td><td>44%</td><td>68%</td></tr> <tr><td>Physical</td><td>62%</td><td>80%</td></tr> <tr><td>Language</td><td>44%</td><td>71%</td></tr> <tr><td>Cognitive</td><td>39%</td><td>65%</td></tr> <tr><td>Literacy</td><td>40%</td><td>64%</td></tr> <tr><td>Math</td><td>45%</td><td>70%</td></tr> </table> <p>The 4 year old results include:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Social Emotional</td><td>31%</td><td>48%</td></tr> <tr><td>Physical</td><td>37%</td><td>73%</td></tr> <tr><td>Language</td><td>35%</td><td>52%</td></tr> <tr><td>Cognitive</td><td>35%</td><td>54%</td></tr> <tr><td>Literacy</td><td>29%</td><td>50%</td></tr> <tr><td>Math</td><td>19%</td><td>29%</td></tr> </table>	Social Emotional	44%	68%	Physical	62%	80%	Language	44%	71%	Cognitive	39%	65%	Literacy	40%	64%	Math	45%	70%	Social Emotional	31%	48%	Physical	37%	73%	Language	35%	52%	Cognitive	35%	54%	Literacy	29%	50%	Math	19%	29%	<p>Social/Emotional=36%, Physical=54%, Language=44%, Cognitive=41%, Literacy=32%, Math=37%.</p>
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Sewall Goals and Objectives 2021-2022

Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that ensures they are ready to succeed in kindergarten.

Progress: There is marked improvement in the children's development on a year over year basis.

Challenges:

Since currently the TS Gold data reports on 3 and 4 year olds separately it is difficult to get a combined percentage for all children's progress.

-Activities or Action Steps to Meet Objective Above:

- Gathering of anecdotal records and TS-Gold documentation

-Data, Tools, or Methods for Tracking Progress Above:

- Data will be analyzed after each data point for each individual as well as aggregated for total number of children.

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Sewall Goals and Objectives 2021-2022

Program Goal 2: All children enrolled in the Sewall Head Start will receive high-quality health, mental health and nutrition services so they are ready to succeed in school.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>Through the support of the Family Service worker and Health Services support, children will have insurance, a medical home, dental home and be current on their immunizations.</p>	<p>95% of children will have insurance, a medical home, & a dental home within 30 and 90 days of entering the program. In addition, 95% of children will be up to date on their immunizations within 30 days of entering the program. Mid-Year 1: Demonstrates that 99% of the children have insurance and a medical home, 94% have a dental home and 97%</p>	<p>100% of children have insurance and a medical home, 77% have a dental home and 99% are up to date with immunizations.</p>	<p>93% of children have insurance and a medical home, 93% have a dental home and 92% are up to date with immunizations.</p>	<p>98% of children have insurance and a medical home, 75% have a dental home and 87% are up to date with immunizations.</p>	<p>Mid-Year 5: 100% of children have insurance and a 77% have a medical home, 91% have a reported dental home and 100% are up to date with immunizations.</p>

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Sewall Goals and Objectives 2021-2022

Program Goal 2: All children enrolled in the Sewall Head Start will receive high-quality health, mental health and nutrition services so they are ready to succeed in school.					
	are up to date with immunizations.				
Progress: The family service workers have been able to support families in accessing insurance and medical home and dental home.					
Challenges: It has been challenging during this ongoing COVID pandemic to assist families in staying up to date with their children’s yearly physicals. As well as many physicians still do not believe that some information requested on the children’s medical form is necessary to assess and report for young children.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Letters to parents will be used as reminders and links to services in addition to face-to-face meetings. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • The data system, Child Plus, health module will be tracking records of primary and preventative health care. The Child Health Record and screening form as well as the health tracking form will be used to gather data. 					
Progress, Outcomes, and Challenges					
Objective 2	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
All children enrolled will receive hearing & vision screenings, dental and developmental screenings.	All screenings will be completed within the first 45 days of enrollment. Mid-Year 1: 100% of	90% of children received their hearing and vision screenings, 82% of children received their developmental screening with a total of 88% being	78% of children received their hearing and vision screenings and 86% of children received their developmental screening. (Due to the temporary closure of the Sewall Centers for the COVID-19	90% of children received their hearing and vision screenings, 86% of children received their dental screening and 84% received	Mid-Year 5: 100% of children received their hearing and vision screenings and 99% of children received their dental screening.

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Sewall Goals and Objectives 2021-2022

Program Goal 2: All children enrolled in the Sewall Head Start will receive high-quality health, mental health and nutrition services so they are ready to succeed in school.					
	children received their hearing and vision screening within 45 days of enrollment and 93% of children received their developmental screening within 45 days of enrollment.	completed within 45 days of enrollment.	pandemic and the restriction on allowing vendors into the facility to decrease potential exposures, the number of children receiving hearing and vision screenings was decreased.)	their developmental screening timely.	
Progress: Children are receiving regular screenings conveniently offered at Sewall Centers. The family service workers and health consultant then support families with any necessary re-screenings or referrals for further assessment and follow-up.					
Challenges: The family service workers, our nurse consultant from Children’s Hospital, and caregivers continue to advocate with primary health providers to understand and prioritize screenings for pre-school children. Most commonly the information received back from the healthcare providers is that they do not offer these screenings for children.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Scheduling each child for individual screenings as part of the early enrollment process and as part of a classroom screening day if needed. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • The data system, Child Plus, health module will be tracking records of primary and preventative health care. The Child Health Record and screening form as well as the health tracking form will be used to gather data. 					

EXHIBIT A-1

Sewall Goals and Objectives 2021-2022

Program Goal 2: All children enrolled in the Sewall Head Start will receive high-quality health, mental health and nutrition services so they are ready to succeed in school.					
Objective 3	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Children will be able to access the level of mental health support appropriate to their needs as well as consultation in the classroom resulting in approved ability to self-regulate, identify emotions, identify strategies to support their needs, & solve problems.	Mid-Year 1: 120 hours of monthly mental health consultation has been provided, 37 children were served by the mental health professional, the mental health professional consulted with the teachers about 12 individual children and with parents about 6 children, and 1 child received	163 hours of monthly mental health consultation has been provided, 45 children were served by the mental health professional, the mental health professional consulted with the teachers about 45 individual children and with parents about 29 children, and 13 children received a mental health assessment.	28 hours of monthly mental health consultation has been provided, 76 children were served by the mental health professional, the mental health professional consulted with parents about 6 children, and 6 children received a mental health assessment.	19 children were supported by the mental health consultant, the mental health professional consulted with parents of 19 children, and 2 children received a mental health assessment.	Mid-Year 5: 100% of the Fall DECA assessments have been completed by the teachers and caregivers. Currently, the development of support plans is taking place with the teachers, parents and MH consultant.

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Sewall Goals and Objectives 2021-2022

Program Goal 2: All children enrolled in the Sewall Head Start will receive high-quality health, mental health and nutrition services so they are ready to succeed in school.					
	a mental health assessment.				
Progress: All children, families, and teachers are receiving mental health consultation support and referrals.					
<u>Challenges:</u> It has been difficult to assess progress or maintenance for children using a completed Fall and Spring DECA. Therefore, in years 4 and 5 we will instead monitor when a concern is identified on the Fall screening and involve a mental health consultant to discuss plans for supporting the child in the area of concern.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Implementation of the Teaching Pyramid in each classroom, providing individual support as needed, referring for more formal supports as needed, consultation with teachers and families. A change has been made from the Teaching Pyramid screening to the Devereux Early Childhood Assessment screening tool. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Data will be tracked on the number of referrals, services provided and type, either consult or direct or both. The data system, Child Plus, will be supporting the tracking and calculating percentages of students receiving support. 					
	Progress, Outcomes, and Challenges				
Objective 4	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Every child in the program will receive snack(s), breakfast (If child arrives without having eaten), lunch, and other meals as appropriate. These will provide ½ to 2/3 of daily nutritional needs depending on length of program for all children enrolled.	100% of children will be offered breakfast, lunch and one snack each day. Mid-Year 1: The Sewall contract with the	Meals and snacks meeting the CACFP nutritional standards and requirements were provided to all Head Start	Meals and snacks meeting the CACFP nutritional standards and requirements were provided to	The Sewall CACFP contract was successfully renewed. Further, during December 2020 with the support	Mid-Year 5: Based on feedback received from children, families, teachers, and administrators a

EXHIBIT A-1

Sewall Goals and Objectives 2021-2022

Objective 4	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
	CACFP program has been approved for both locations. Further, Sewall has secured a contract with the food vendor, Revolution Foods.	children throughout the year.	all Head Start children throughout the year.	of grant funding received, Sewall was able to provide 279 children and 263 adult food boxes including lunch and dinner meals for fourteen days. Meals and snacks meeting the CACFP nutritional standards and requirements were provided to all Head Start children throughout the year.	new food vendor was sought and a contract was signed with Sewall to begin providing food in January 2022.

Progress:

The feedback received thus far is extremely positive regarding the food flavors and variety. Children are eating more on a regular basis and less waste is occurring. Sewall has received a Healthy Food for Denver's Kids grant funding which provides monthly food pantry and food box opportunities to the families. Thus far, we have provided roughly 40-45 boxes per month to families. With the use these grant funds Sewall is

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Sewall Goals and Objectives 2021-2022

	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Objective 4					
<p>partnering with MSU students and MHCD to provide gardening and cooking opportunities for children and families. As well as beginning a new garden at the Zone that will provide similar opportunities for children.</p>					
<p><u>Challenges:</u> Search for a new food vendor was initiated to secure greater variety and culturally diverse food offerings.</p>					
<p>-Activities or Action Steps to Meet Objective Above: Letters inviting parents to get involved; small group meetings at convenient times; large group meetings with child care provided if at night</p>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Data will focus on the link agendas, sign in sheets, which will monitor participation and results of process. 					

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Sewall Goals and Objectives 2021-2022

Program Goal 3: All parents of children enrolled in the Sewall Head Start will be engaged as their child’s first teacher and improve their own skills to support their child’s development.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Parents will participate in home visits & parent teacher conferences	There will be a 90% attendance. Mid-Year 1: 92% of the parents participated in the initial home visit. The other 8% of parents chose not to participate in the initial home visit.	92% of the parents participated in the initial and second home visits. 8% of parents chose not to participate in a home visit meeting.	99% of the parents participated in the initial and second home visits. .	90% of the parents participated in the home visits.	Mid-Year 5: 92% of the caregivers participated in the initial home visit. 83% of the caregivers participated in the fall parent teacher conference.
Progress: Families are more comfortable in participating in virtual home visit and parent/teacher conferences.					
<u>Challenges:</u> Mid-Year 4: Due to the COVID 19 pandemic and the safety and health of the children, families and staff being our priority, all parent teacher conferences and all initial home visits were completed virtually with the families.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Written reminders for families, home visits set at times that work for families, phone calls, and face-to-face meetings to set appointments 					
-Data, Tools, or Methods for Tracking Progress Above:					

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Sewall Goals and Objectives 2021-2022

Program Goal 3: All parents of children enrolled in the Sewall Head Start will be engaged as their child’s first teacher and improve their own skills to support their child’s development.					
<ul style="list-style-type: none"> Data to be collected includes summaries of home visits and signed home visit record forms, signed copies of parent/teacher conferences, and family needs assessments. The notes completed by teachers and specialists will be reviewed monthly for Quality Improvement Plans. 					
	Progress, Outcomes, and Challenges				
Objective 2	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Parents will participate in Policy Council & Parent Committees.	<p>Each classroom will be equally represented as well as representation from parents of children with and without special needs.</p> <p>Mid-Year 1: 5 parents are currently on the policy committee and are representatives of 3 of the 4 classrooms at the Dahlia location. 2 of the parents have a child with special needs. 2 parents also participate on the Denver Great</p>	<p>Parents stayed involved throughout the year on the policy committee and 1 parent consistently attended the City policy council.</p>	<p>Parents stayed involved throughout the year on the policy committee and 1 parent consistently attended the City policy council.</p>	<p>Parents offered their ideas and suggestions for information sessions and family events. Sewall has offered remote opportunities for parent information and support meetings as well as family activity events.</p>	<p>Mid-Year 5: Parents continue to actively participate in the policy committee and City policy council.</p>

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Sewall Goals and Objectives 2021-2022

Program Goal 3: All parents of children enrolled in the Sewall Head Start will be engaged as their child's first teacher and improve their own skills to support their child's development.					
	Kids Head Start policy council.				
<p>Progress: Parents participated in policy committee and policy council training offered by a member of the DGKHS staff. We have more than one parent that wants to continue attending the City policy council and 1 parent is interested in participating on the Sewall Board program committee. Various incentives have been provided to encourage and support these parent's participation in these groups.</p>					
<p>Challenges: Continue to strategize for continued parent involvement.</p>					
<p>-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Parents will be contacted through letters, newsletters, one-on-one, and parent-to parent to encourage participation. </p>					
<p>-Data, Tools, or Methods for Tracking Progress Above: Data collected will include agendas and sign in sheets; length of meetings; Child Plus data system will track parent time for non-federal share documentation.</p>					
	Progress, Outcomes, and Challenges				
Objective 3	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Parents will attend workshops on parent education.	Depending on the topic presented, a minimum of 30-50 % of parents will participate in each offering. Mid-Year 1- Through a	Kids Connects activity nights were offered semi-monthly and included a family meal, art activity, music activity and story time. Each family who participated	Along with the Kids Connects activity nights continuing semi-monthly, family events such as Back to School nights and Spring Festival were	Due to the many challenges facing families during the COVID -19 pandemic, hybrid learning opportunities were provided for children and care givers.	Mid-Year 5: We have a large group of parents committed to working with the family service workers on identifying family involvement

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Sewall Goals and Objectives 2021-2022

Program Goal 3: All parents of children enrolled in the Sewall Head Start will be engaged as their child’s first teacher and improve their own skills to support their child’s development.					
	community partnership with the Junior League Kids Connects activity nights were offered to all Head Start families at both Sewall locations with varied attendance throughout the year.	received food to take home as well as a goody bag including a children’s book and activities to complete at home.	also offered and families attended	These included opportunities for families to participate with their children and their children’s teachers virtually. Programs such as Class DoJo have been used to share ideas for family activities to participate in at home.	opportunities. Topics have included nutritional cooking, mental wellness for children and adults and accessing food resources. Families have participated in outdoor events as well as virtual events. Families have also volunteered to help with recognition of teachers and food box preparation and distribution.
Progress: The amount of family involvement and engagement has increased during this Fall and Winter as families have been able to consider more than attending to their family’s basic needs. Sewall has committed to assisting families with support funds when families are in need for items such as rent assist or gas or bus vouchers.					
<u>Challenges:</u> The amount of stress and needs that families are dealing with during these times of the COVID pandemic are evident in the amount of involvement caregivers are able to engage outside of the very basic components.					

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Sewall Goals and Objectives 2021-2022

Program Goal 3: All parents of children enrolled in the Sewall Head Start will be engaged as their child’s first teacher and improve their own skills to support their child’s development.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Family needs assessment will be completed to identify topics of interest and need. Surveys will also be used throughout the year. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Data will focus on the link between the family needs assessment and the offerings, agendas, sign in sheets, which will monitor participation. 					
Progress, Outcomes, and Challenges					
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Objective 4					
Parents will be involved in helping to determine the most relevant Parent & Family Engagement Outcomes.	A minimum of 60% of families will participate in creating goals, action plan, and measurable results. Mid-Year 1 – Family partnership agreements were begun in January.	60% of family partnership agreements were completed and worked on through the winter and spring months.	74% of family partnership agreements were completed and worked on through the winter and spring months.	67% of family partnership agreements were completed and worked on through the winter and spring months.	Mid-Year 5- 84% of family partnership agreements were completed and work with the families on their identified goals has started.
Progress: Families are meeting with their family service workers to discuss plans for achieving their goals.					
Challenges: The amount of stress and needs that families are dealing with during these times of the COVID pandemic are evident in the amount of involvement caregivers are able to engage outside of the very basic components even with the knowledge that goal setting could be beneficial for their family.					

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Sewall Goals and Objectives 2021-2022

Program Goal 3: All parents of children enrolled in the Sewall Head Start will be engaged as their child's first teacher and improve their own skills to support their child's development.

-Activities or Action Steps to Meet Objective Above:

Letters inviting parents to get involved; small group meetings at convenient times; large group meetings with child care provided if at night

-Data, Tools, or Methods for Tracking Progress Above:

- Data will focus on the link agendas, sign in sheets, which will monitor participation and results of process.

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Sewall Goals and Objectives 2021-2022

Program Goal 4: All children with disabilities enrolled in the Sewall Head Start will experience high quality and inclusive learning environments.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Request for observation will be submitted by teachers when there is a concern about a child's development & the DPS Child Find team will conduct an assessment with the family's participation.	<p>If the assessment indicates a child qualifies for support services through an Individual Education Plan (IEP) will be developed and implemented within 60 days of the referral.</p> <p>Mid-Year 1 – 22 children have current IEP and nine referrals are in process.</p>	29 children have current IEPs and 20 children were recommended for referral and those referrals were completed.	17 children have current IEPs and two children received IEPs after beginning in the program.	18 children have current IEPs and two children received IEPs after beginning in the program.	Mid-Year 5: 18 children have current IEPs and one child has been recommended for further assessment by Denver Public School's Child Find Team.
Progress: Children that have been identified as needing further developmental assessment are promptly referred to Denver Public Schools Child Find team.					
Challenges: None at the current time.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Education of staff on the referral process; education of staff of monitoring TS-Gold data and anecdotal data on individual children; Parent concerns and requests. 					

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Sewall Goals and Objectives 2021-2022

Program Goal 4: All children with disabilities enrolled in the Sewall Head Start will experience high quality and inclusive learning environments.

-Data, Tools, or Methods for Tracking Progress Above:

- Data tracked will be on number of referrals, frequency of referrals, referring individual, IEP development & subsequent goals, strategies & accommodations/modifications needed. Child Plus data system will aid in the tracking of referrals.

Objective 2	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Teaching staff will implement strategies & accommodations/modifications identified in a child's IEP for children with special needs who will be included in all activities.	There will be 100% participation by all students with special needs in the daily activities of the classroom.	There will be 100% participation by all students with special needs in the daily activities of the classroom.	There will be 100% participation by all students with special needs in the daily activities of the classroom.	There will be 100% participation by all students with special needs in the daily activities of the classroom.	There will be 100% participation by all students with special needs in the daily activities of the classroom.

Progress:

Sewall's inclusive Head Start classrooms maintain between 30 and 40 percent children with differing learning abilities. In order to support this priority, Sewall commits specialists and therapists to assist in Head Start classroom in addition to the Great Kids Disabilities Team members.

Challenges: None at the time.

-Activities or Action Steps to Meet Objective Above:

- Each child with an IEP will have a plan to support full participation; specialists will develop and implement adaptations/modifications that will support a child actively participating in the daily routine at his/her level; teachers will team with specialists to learn to implement any special plans.

-Data, Tools, or Methods for Tracking Progress Above:

- Data will be reviewed from specialist's notes, data taken on goals, sign in sheets for providers, team meeting agendas and notes, and classroom observations by coaches and educational supports.

Sewall Goals and Objectives 2021-2022

Program Goal 4: All children with disabilities enrolled in the Sewall Head Start will experience high quality and inclusive learning environments.					
Objective 3	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
All Head Start classrooms will receive yearly CLASS assessments and scores will be maintained above the national average across all three categories: Emotional Support, Classroom Organization, and Instruction Support.	The scores will be above the national OHS average of : Emotional Support 6.0; Classroom Organization 5.73; and Instructional Support 2.83. Mid-Year 1: Results from the beginning of the year CLASS completion- The Zone -Emotional Support=5.61, Classroom organization=4.92, and Instructional support=3.50. Dahlia -Emotional Support=6.27, Classroom Organization=5.35, and Instructional support=3.61.	Results from the end of the year CLASS completion- The Zone -Emotional Support=6.06, Classroom organization=5.39, and Instructional support=2.77. Dahlia -Emotional Support=6.83, Classroom Organization=5.81, and Instructional support=3.25.	Results from the end of the year CLASS completion- The Zone -Emotional Support=6.25, Classroom organization=5.67, and Instructional support=3.0. Dahlia -Emotional Support=6.2, Classroom Organization=5.67, and Instructional support=3.23.	Results from the end of the year CLASS completion- The Zone -Emotional Support=6.9, Classroom organization=6.4, and Instructional support=5.9. Dahlia -Emotional Support=6.9, Classroom Organization=6.5, and Instructional support=5.3.	Mid-Year 5: The CLASS scores completed December 2021 are The Zone -Emotional Support=6.6, Classroom organization=5.0, and Instructional support=3.4. Dahlia -Emotional Support=6.7, Classroom Organization=5.6, and Instructional support=3.2.

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Sewall Goals and Objectives 2021-2022

Program Goal 4: All children with disabilities enrolled in the Sewall Head Start will experience high quality and inclusive learning environments.

Progress: Sewall's CLASS scores remain at or above the national OHS averages.

Challenges:

None at the time.

-Activities or Action Steps to Meet Objective Above:

- Training on the CLASS for Teachers and other classroom staff; coaching and support from other educational personnel

-Data, Tools, or Methods for Tracking Progress Above:

- Data will be pulled from coaching sessions notes, practice CLASS observations and the results; trainings for teaching staff on CLASS (agendas & sign in sheets); and reflective practices of teachers.

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Sewall Goals and Objectives 2021-2022

Program Goal 5: Sewall Head Start will assure effective and efficient daily and financial operations through oversight of the program by the CEO, VP of Programs, and Accountant.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
A weekly leadership team meeting consisting of the Sewall VP of Programs, VP of Development, Accountant and CEO will assure effective and efficient operation and use of DGKHS funds across all budget categories.	In addition, Monthly program and finance committees consisting of staff, Board members and parent policy committee members will discuss and review engagement and operations across all levels including fiscal management.	In addition, Monthly program and finance committees consisting of staff, Board members and parent policy committee members will discuss and review engagement and operations across all levels including fiscal management.	In addition, Monthly program and finance committees consisting of staff, Board members and parent policy committee members will discuss and review engagement and operations across all levels including fiscal management.	In addition, Monthly program and finance committees consisting of staff, Board members and parent policy committee members will discuss and review engagement and operations across all levels including fiscal management.	In addition, Monthly program and finance committees consisting of staff, Board members and parent policy committee members will discuss and review engagement and operations across all levels including fiscal management.
<p>Progress:</p> The leadership team meets weekly and the Head Start director ensures there is carry over of information from the policy committee meetings and leadership meetings.					
<p><u>Challenges:</u></p> Engaging parents and ensuring a parent is able to participate in several monthly meetings as desired.					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Accurate accounting of spending and income; discussion of operations and how funds are being used; other funding sources 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Accounting system; procedures for purchases/needs requests; agenda topics/notes 					

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Attachment VII

Budget Narrative

Sewall Child Development Center, Inc. (SCDC)

Dahlia and The Zone Head Start Locations

Personnel; Salary Compensation

The details of the salaries for personnel are identified in the cost allocation summary for quick reference in Attachment VIII. The personnel include lead teachers and teaching assistants, program director and managers, disabilities and mental health coordinator, education coordinator, family service workers, a coach, a content area expert and data entry support. The salaries of Sewall personnel are based on a pay schedule that identifies levels based on job descriptions, staff members certification and education, and past early childhood experience. The teacher salaries for 6 teachers at 20 hours a week to lead 6 Head Start classrooms, totals \$140,587.20. The salaries for 6 teaching assistants at 20 hours a week totals \$117,678.40. The Disabilities and Mental Health Coordinator will be supporting special education and mental health consultation services at a .14 FTE for a total of \$9,496.03. An Education Coordinator will be supporting the teachers and the classroom curriculums at a .08 FTE for a total of \$5,426.30. The Head Start Director will have program oversight at .20 FTE for a salary of \$17,434.56 with 2 assisting Program Managers at .20 for Dahlia and The Zone; salaries at \$14,784.64 and \$16,373.76. The two Family Service Workers will be available to the families and classrooms at a .50 FTE equaling \$54,527.20. A Content Area Expert will be supporting Teachers and Teaching Assistants with .1 FTE at \$6,782.88. A coach will provide further support to teachers

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and teaching assistants at .125 FTE at \$2,147.80. And finally, the program will have Data Entry Support at .50 FTE at \$18,532.80. The total amount of personnel salaries equals \$403,771.57. Additional support in the classrooms will be provided by volunteers as well as outside coaching support to assist current teaching staff to meet educational requirements as well as any accommodations or modifications needed by individual children.

Salary Cap: No one person will be paid a salary greater than a Level II Executive with Head Start funds.

Payroll Taxes

Sewall Child Development Center, Inc. pays 8% of salary costs for payroll taxes totaling \$32,301.73.

Equipment

At this time no equipment needs are anticipated.

Supplies

A targeted amount of \$2,276.70 will be used to support office related supplies, computer supplies, classroom materials and food and other supplies for parent committees and events.

Contractual

The primary contractual agreement that will be used to support the program, is with The School Health Nursing contract with The Children's Hospital for \$4,500.00.

Construction

At this time no construction needs are anticipated.

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Other

- **Rent--** of the facility from the Mental Health Center of Denver at \$500 a month for a total of \$6000.00 a year is requested from program operation dollars.
- **Travel--**The program anticipates that the staff will be driving 500 miles on average to attend meetings, home visits and trainings. The reimbursement is at .585 per mile for a total of \$1,000.00.

Other (Federal share, PA 20)

Training and Technical Assistance funded by Head Start at \$4,815 from PA 20 (TTA) will be targeted for coaching with the coach meeting all the required components required by Head Start and teacher training. The coaching will target the Head Start standards and procedures, Head Start Early Learning Outcomes Framework: Ages Birth to Five, and Creative Curriculum.

NON-FEDERAL SHARE, INKIND

Program Operations (non-federal share/in-kind)

Personnel \$49,518.08

SCDC administration salaries/fringe benefits (for CEO, accountant, bookkeeper, human resources, information/technology support, and grants management). Allocated based on the percentage of the Head Start operating budget compared to the total operating budget of SCDC. The costs include .10 of CEO salary at \$14,950 of SDCD accountant at .7FTE equals \$6,405.28, the bookkeeper at \$4,781.60, and \$9,978.23 for Human Resources at .18 FTE.

Also included in the personnel are the staff time and fringe benefits for the Content and Operational Data Stewards and Systems Coordinator time totally \$6,467.37. 5% time of further data entry support time equals \$2,131.28, and 7.5% of the TS Gold Coordinator time equals \$4,804.33.

Fringe Benefits \$28,264

Sewall Child Development Center, Inc. adheres to the local, state, and federal requirements for employed staff and the current benefits package the Center offers. The cost of 7% of fringe benefits at the allocated FTE in the Federal share is \$27,793.83.

Worker's Compensation Costs \$13,851.76

\$12,308.70 is equal to 3.1% of the total personnel amount of \$397,054.73. \$901.04 is equal to 3.1% of the SCDC administration salaries. \$347.00 is equal to 3.1% of the data stewards' salaries.

Software costs \$3,000.00

Child Plus data system data.

Rent \$6,000.00

Sewall's contributions to monthly rent, \$6000 based on \$500/month for 12 months. Remaining amount requested in direct.

Activities for children and families \$4,561.26

The following grant funded activities at a total of \$4,561.26 will be taking place and part of the non-federal share/in-kind. The activities include Culture of Wellness, Swallow Hill Music Services, Partners in Leadership, and Kids Connect.

Volunteer Activities \$2,606.43

Volunteer activities include but are not limited to board meetings (\$75 an hour, 3hrs x 2, \$450.00); Policy Council and Policy Council Committee meetings (\$42 an hour, 2hrs x 10 x 2p \$1,680); Classroom volunteers/interns (\$15.87 an hour for 30 hours, \$476.10. Projected annual volunteer activities: \$2,606.

Training and Technical Assistance \$5,864.47

From non-federal share, \$5,864.47 will be allocated for training and technical as below;

Pre-service week: 7 day training sessions – 6hrs x \$60 x 7 sessions total \$2,520.00

Staff development days: 4 day trainings – 6hrs x \$70 x 4 days total \$1,596

External conference attendance at the Rocky Mountain Early Childhood Conference (2 day conference) - \$250 x 5 attendees total \$1,250.00

External conference attendance at the Peak Inclusion Conference (2 day conference) \$250 x 2 attendees - total \$500.00

Finance

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There will be a separate budget and Profit and Loss Statement maintained for Sewall at Dahlia Head Start. The same internal controls, such as monthly Finance Committee oversight and an annual audit are in places as for all of Sewall's finances.

There is a contract in place between Sewall and Mental Health Center of Denver for use of the Dahlia Campus for four Head Start classrooms and staff offices. As well as, there is a contract in place with Build Strong Education for three Head Start classrooms and staff offices.

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Budget/Budget Narrative for Head Start Grant term: July - June

Budget Category	Head Start Base Request	HS Non-Federal Share	Early Head Start Base	EHS Non-Federal Share	Total Per Category
Staff Salaries <i>Narrative: See written narrative</i>	\$403,771.57	\$49,518.08			\$453,289.65
Benefits <i>Narrative - See written narrative</i>	\$32,301.73	\$42,115.76			\$74,417.49
Program Supplies/Materials <i>Narrative - See written narrative</i>	\$2,276.70	\$3,000.00			\$5,276.70
Rent (if applicable) <i>Narrative See written narrative</i>	\$6,000.00	\$6,000.00			\$12,000.00
Utilities <i>Narrative</i>					\$0.00
Local Travel <i>Narrative See written narrative</i>	\$1,000.00				\$1,000.00
Parent Services <i>Narrative - Activities for children and families</i>		\$4,561.26			\$4,561.26
Technical Training and Staff Development <i>Narrative: See written narrative</i>	\$4,815.00	\$5,864.47			\$10,679.47
Other <i>Narrative - Contract with Nurse from Childre</i>	\$4,500.00				\$4,500.00
Indirect Costs <i>Narrative -</i>					\$0.00
Insurance <i>Narrative -</i>					\$0.00
Nutrition Services (Meals) <i>Narrative -</i>					\$0.00
Volunteers <i>Narrative - See written narrative</i>		\$2,606.43			\$2,606.43
Totals	\$454,665	\$113,666	\$0	\$0	\$568,331

Sewall Child Development Center

2022-2023 Early Head Start and Head Start Calendar

July '22						
Su	M	Tu	W	Th	F	S
					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
31						

August '22						
Su	M	Tu	W	Th	F	S
	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	31			

September '22						
Su	M	Tu	W	Th	F	S
				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	

October '22						
Su	M	Tu	W	Th	F	S
						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	31					

November '22						
Su	M	Tu	W	Th	F	S
		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			

December '22						
Su	M	Tu	W	Th	F	S
				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	31

January '23						
Su	M	Tu	W	Th	F	S
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	31				

February '23						
Su	M	Tu	W	Th	F	S
			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				

March '23						
Su	M	Tu	W	Th	F	S
			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	31	

April '23						
Su	M	Tu	W	Th	F	S
						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						

May '23						
Su	M	Tu	W	Th	F	S
	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	31			

June '23						
Su	M	Tu	W	Th	F	S
				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	

- Unavailable
- Teacher in-Service Day (no school for students)
- School Closed/ Holidays
- First and Last Day of School
- No Programming (some child care available)
- Graduation for children moving to Kindergarten

****Please see the back of page for further descriptions of dates with highlights**



**SEWALL CHILD DEVELOPMENT CENTER
2022-2023 EARLY HEAD START AND HEAD START CALENDAR**

July 4	SCHOOL CLOSED: Fourth of July Holiday Observed
August 8-12	SCHOOL CLOSED: Break
August 15-19	SCHOOL CLOSED: Professional Development
August 15-Sept. 16	Head Start Home Visits
August 22	First Day of School-No Head Start services
August 29	FIRST DAY OF HEAD START SERVICES
September 5	SCHOOL CLOSED: Labor Day
September 16	SCHOOL CLOSED: Completion of Home Visits
September 30	SCHOOL CLOSED: Professional Development
October 14	SCHOOL CLOSED: Preparation for Parent/Teacher Conferences
October 17	SCHOOL CLOSED: Professional Development
October 24- Nov. 4	Parent/Teacher Conferences
November 4	SCHOOL CLOSED: Completion of Parent/Teacher Conference
November 21 & 22	THANKSGIVING BREAK: Only Child Care Programming will be open
November 23-25	SCHOOL CLOSED: Thanksgiving Break
December 19-23	WINTER BREAK: Only Child Care Programming will be open
December 26	SCHOOL CLOSED: Christmas Day Holiday Observed
December 27-30	SCHOOL CLOSED: Winter Break
January 2	SCHOOL CLOSED: New Year's Day Holiday Observed
January 3	SCHOOL CLOSED: Professional Development
January 16	SCHOOL CLOSED: Martin Luther King Day
February 20	SCHOOL CLOSED: President's Day
February 21	SCHOOL CLOSED: Professional Development
February 27-Mar.10	Spring Head Start Home Visits
March 10	SCHOOL CLOSED: Completion of Spring Home Visits
March 27-March 31	SPRING BREAK: Only Child Care Programming will be open
April 3	SCHOOL CLOSED: Professional Development
May 1-12	Spring Parent/Teacher Conference
May 12	SCHOOL CLOSED: Completion of Parent/Teacher Conferences
May 29	SCHOOL CLOSED: Memorial Day
June 1 & 2	GRADUATION
June 5-9	SCHOOL CLOSED: Summer Break
June 19	SCHOOL CLOSED: Juneteenth Holiday Observed
July 7	Last Day of Head Start

Denver Great Kids Head Start - Program Year 27 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
Marion Downs Referrals	Marion Downs Referral Template	Oct, Jan, April, July	Health Coordinator	Denverheadstart@denvergov.org
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
FAMILY SERVICES	FPA's, Strength and Needs	JAN 15th		Data Connector
FAMILY SERVICES	Recruitment Template	5 th of Every Month		Data Connector
EDUCATION	Raw TSGOLD data	Fall, Winter, Spring	Education Coordinators	Data Connector
EDUCATION	CLASS Scores: ALL Classrooms	DEC 15th & MAY 15th	Education Coordinators	Data Connector
EDUCATION	Coaching Logs	10 th of Every Month	Education Coordinators	Denverheadstart@denvergov.org
FINANCIAL	Invoice - Variance Report, General Ledger Detail, GL Summary, and receipts for purchases >\$1K	21st of Every Month		Denverheadstart@denvergov.org
FINANCIAL	USDA Reimbursement Report	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	USDA/CACFP Compliance Review Report	With 30 Days of Receipt		Denverheadstart@denvergov.org
FINANCIAL	Admin and Developmental Costs	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	Program Budget PY28 July 2023 to June 2024	Annually, FEB 10 2023		Denverheadstart@denvergov.org
FINANCIAL	Single Audit Report	Annually, MAR 2023		Denverheadstart@denvergov.org
FINANCIAL	Inventory Report with Certification of Physical Inventory	Annually, JUL 31 2023		Denverheadstart@denvergov.org
FINANCIAL	Certificate of Insurance PY 28 July 2023 to June 2024	Current at time of contract - Annually, MAR 1 2023		Denverheadstart@denvergov.org
FINANCIAL	Budget Projection	November 2022 and March 2023		Denverheadstart@denvergov.org
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	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Council Delegate Report	5th Day of Every Month or Following Day if Holiday	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee/Council Member Reports	OCT 30 and as Appointments are made	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee Minutes	Last Business Day of Month Following Meeting	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Delegate Grant Application	JAN 30th	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Personnel Report	Last Business Day of Every 3 Months	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director

EXHIBIT E

Sewall Child Development Center Head Start

2022-23

Centers and Locations

Center 1

Sewall @ Dahlia
3401 Eudora Street
Denver, CO 80207
303-300-6150

Head Start Hours 9:00am-3:30pm
Extended Hours 7:30-9:00am and 3:30-5:00pm

Serve 30 Head Start children at this location

Center 2

Sewall @ The Zone
4800 Telluride Street
Denver, CO 80249
720-541-6539

Head Start Hours 9:00am-3:30pm
Extended Hours 7:30-9:00am and 3:30-5:00pm

Serve 30 Head Start children at this location



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2021

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).

PRODUCER CCIG 155 Inverness Drive West Englewood, CO 80112	CONTACT NAME: Suzanne Hawkins PHONE (A/C, No, Ext): (720) 330-7917 FAX (A/C, No): (303) 799-0156 E-MAIL ADDRESS: Suzanne.Hawkins@thinkccig.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Abuse/Molest 1M/2M Prof Liab 1M/3M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2298205	7/1/2021	7/1/2022	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							
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PHPK2298205	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Crime (Includes Burg			PHPK2298205	7/1/2021	7/1/2022	Employee Theft	160,000
A	Cyber Liability			PHSD1587763	7/1/2021	7/1/2022	Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City & County of Denver, its elected and appointed officials, employees and volunteers are named additional insured with regards to the general liability and auto liability policies. Waiver of subrogation applies general liability and auto liability.

Location List:

Headquarters - 940 Fillmore St, Denver, CO 80206 (Fillmore)
 Isabella Bird Community School - 2701 Lima St, Denver, CO 80205
 Highline Academy Far NE - 19451 E Maxwell Pl, Denver, CO 80222
 Fairview Elementary - 2715 W 11th Ave, Denver, CO 80204
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City & County of Denver Denver's Great Kids Head Start 201 W Colfax Dept 1101 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY CCIG	NAMED INSURED Sewall Child Development 940 Fillmore St Denver, CO 80206
POLICY NUMBER SEE PAGE 1	EFFECTIVE DATE: SEE PAGE 1
CARRIER SEE PAGE 1	
NAIC CODE SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Ruben Valdez Achievement - 2626 W Evans, Denver, CO 80237 (Strive)
 Sewall at the Alliance - 3600 S Ivanhoe St, Denver, CO 80205 (aka 3605 MLK Blvd) (Hebrew Education Alliance)
 Dahlia Campus Health & Well Being - 3401 Eudora St, Denver, CO 80205 (aka 3605 MLK Blvd)
 Z-Place at Evie Garrett Dennis Camp - 4800 Telluride St., Denver, CO 80249