

AGREEMENT for Head Start Services for Program Year 2014-2015

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 (the “City”) and **MILE HIGH MONTESSORI EARLY LEARNING CENTERS**, a Colorado not-for-profit corporation, whose address is 1780 Marion Street, Denver, Colorado 80218 (the “Contractor”) collectively “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, Youth and Families.

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 Targeted Areas of 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 Federal Government through 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. “Service Area” means the specific geographic areas within the City and County of Denver designated by the City as an area to be served under Denver’s Head Start Program by a Delegate Agency.

J. “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 program.

K. “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.

L. “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.

M. “Targeted Areas” means the specific geographic areas within the City and County of Denver designated by ACF as areas to be served under Denver’s Head Start Program.

N. “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 Paragraphs 1 through 44, 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 2014-2015.

B. Exhibit B, Contractor’s Budget.

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

D. Exhibit D, Schedule for submission of reports.

E. Exhibit E, Certificate of Insurance.

F. Exhibit F, Site Locations.

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

The terms and conditions of paragraphs 1 through 43 hereof 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, 2014, and will expire on June 30, 2015 (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 of the Agreement 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 on 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 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 by the Director or the Director's designated representative;

C. Ensure that all of Contractor's staff have adequate skills 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 required to provide 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 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 and 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 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 Equipment and Controlled Assets, as such terms are defined below in paragraph 22.B, of this Agreement, 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 but are not limited to methods to prevent the use of e-mail and Internet services 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. If the Contractor determines it is in the best interests of children and families of children enrolled in the City's Head Start programs to change any service area assigned to the Contractor or the hours of operation from the hours stated in Exhibit C, it will, in writing, notify the Director and request the Director's approval of, the proposed new location or hours of operation and the reasons why the location or hours of operation should be changed (as appropriate). The Contractor's notice of proposed change will be delivered to the Director at least thirty (30) calendar days prior to the date the requested change is to be effective. Contractor will not deviate from its assigned service area or change any hours of operation until the City has approved in advance Contractor's notice of proposed change from assigned service area or hours 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 paragraph 21 below.

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. Contractor will comply with all requirements stated in 45 C.F.R. 1304.23 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.

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 designated by the City.

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/Budget modifications.

(1) Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the last business day of the following month for which Contractor seeks reimbursement. The Contractor will expend 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.

(2) The Contractor will abide by applicable City Law and Federal regulations at 45 CFR Parts 74.25 and 92.30 concerning any permitted modifications to Exhibit B, including any programmatic changes described therein prior to making such a change; provided, however, that no modification to Exhibit B will increase the Maximum Contract Amount. Any proposed modification of more than ten percent of the amounts listed on the line item categories listed on Exhibit B will not take effect unless and until it is approved in writing by both parties' authorized representatives, approved as to form by the City Attorney's office, and filed by the Head Start Office with the Denver Clerk and Recorder. Any such modification will contain the date upon which the modified budget will take effect and the City's Contract Control number stated on the signature page of this Agreement. Any modifications to Exhibit B that requires an increase to the Maximum Contract Amount will be memorialized in writing by revising and restating said exhibit and approved by the parties by a written Amendatory Agreement or new Agreement prepared and executed by both parties in the same manner as this Agreement.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed One Million Six Hundred Eighty Two Thousand Seven Hundred Twenty Dollars and Eighty-Four Cents (\$1,682,720.84), (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 the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The 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 provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase "fairly evaluated" referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for the Head Start program. Contractor's contribution under this Agreement will be **Four Hundred Twenty Thousand, Six Hundred Eighty Dollars and Twenty One Cents (\$420,680.21)** 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 nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City 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. 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.

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, a 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 official documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction listings, journals, invoices paid by the Contractor that equals or exceeds 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 2013-2014, HHS may issue only a partial financial award for program costs for Program Year 2013-2014. 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.

I. Maximum Contract Liability.

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed 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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

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

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, 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. The Contractor will 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 and no more than thirty (30) calendar days may elapse before the vacancy is filled. The Contractor may, however, to the extent permitted by 45 C.F.R. 1305.7(b), as may be amended from time to time, elect not to fill a vacancy when sixty (60) calendar days or less remain in the program's enrollment year. To the extent permitted by 45 C.F.R. 1305.4(b)(1), as may be amended from time to time, at least ninety percent (90%) of the children who are enrolled in each of Contractor's Head Start programs must be from low-income families whose income will not exceed 130% of poverty guidelines as established by the federal government. To the extent permitted by 45 C.F.R. 1305.4(b)(2), as may be amended from time to time, up to ten percent (10%) of the children who are enrolled by the Contractor may be children from families that exceed the low-income guidelines of the federal government but who meet the criteria that the ACF has established for selecting such children and who would benefit from Head Start services.

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 C.F.R. 1305.8, 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 paragraph 7.E 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 paragraph 22.B 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, of all Equipment and Controlled Assets purchased under this Agreement. 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 paragraph 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 hardcopy 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 the Auditor's representative, or any authorized agent of the federal government has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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, codified at 31 U.S.C. §7501, *et seq.*, (Law. Coop Supp. 1997), as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to Circular Nos. A-133 and A-110. 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, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement requiring 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. 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 shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) Additional Insureds: For Commercial General Liability and Auto Liability, the Contractor’s, 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, 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

(7) **Commercial General Liability** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(8) **Business Automobile Liability:** Contractor shall maintain Business 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 Fifty Thousand Dollars (\$50,000) per claim for participants in the Head Start Program.

(10) **Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (iii) A severability of interests, separation of insureds or cross liability provision;
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
 - (v) No exclusion for sexual abuse or molestation.
- (b) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

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

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

15. DEFENSE AND INDEMNIFICATION:

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

Vendors, 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 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 shall arise even if the City is the only party sued by claimant and/or claimant alleges that the 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, its appointed and elected officials, agents and employees, and will pay on behalf of City, its appointed and elected officials, agents and employees, 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, its appointed and elected officials, agents and employees, shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

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

17. ASSIGNMENT AND SUBCONTRACTING:

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

B. By the Contractor. The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to

terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and the Subdelegate, sub-consultant, subcontractor or assignee.

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

18. DEFICIENCIES/NONCOMPLIANCE:

A. Deficiencies. The City has the right at all times to determine, in its sole discretion, that Contractor has one or more deficiencies ("Deficiencies"), as such term is defined at 45 C.F.R. Section 1304.3(a)(6) and as such section may be amended from time to time. If the Director finds that the Contractor has Deficiencies, the Director will notify the Contractor in writing of such findings of Deficiencies ("Notice of Findings of Deficiencies"). The Notice of Findings will identify the Deficiencies to be corrected and will state that the Contractor is to correct the Deficiencies immediately or must instead develop a Quality Improvement Plan (the "Quality Improvement Plan") to correct the Deficiencies.

B. Quality Improvement Plan to Correct Deficiencies. Upon receipt of the Notice of Findings of Deficiencies, the Contractor will correct all identified Deficiencies either immediately or pursuant to a Quality Improvement Plan. If the Contractor is to correct all identified Deficiencies immediately, the Contractor will verify in writing to the Director, no later than ten (10) calendar days from the date of actual completion of corrective action that Contractor corrected the Deficiencies and will state the measures taken to correct the Deficiencies.

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 Findings of Deficiencies, a Quality Improvement Plan that identifies all appropriate actions that 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 why it so disapproved of the Quality Improvement Plan. If the Quality Improvement Plan is disapproved, the Contractor must submit 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.

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.

C. Findings of Noncompliance. The City further reserves the right at all times to determine, in its sole discretion, that the Contractor is not in compliance with any provisions of this Agreement which noncompliance does not constitute a deficiency, as such term is defined by the federal government for Head Start purposes, at 45 C.F.R. 1304.3(a)(6). If the Director finds that the Contractor is not in compliance with any provisions of this Agreement, the Director will notify the Contractor in writing of such findings of noncompliance ("Notice of Findings of Noncompliance"). The Notice of Findings will identify the areas of noncompliance to be corrected and will state the date upon which the Contractor is to correct the areas of noncompliance. If the Contractor is unable or unwilling to correct the specified areas of noncompliance within the time period designated by the City, then the City will issue a Notice of Findings of Deficiency which must be corrected, either immediately or pursuant to a Quality Improvement Plan in accordance with the procedures set forth in subparagraphs (a) and (b) of this paragraph 18.

19. REMEDIES: If the Contractor does not timely correct an identified deficiency within the specified timeframe, then the City may impose any or all of the following remedial actions, in addition to any and all other remedial actions authorized by law:

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

B. 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;

C. Suspend or terminate this Agreement, or any portion or portions thereof, upon thirty (30) calendar prior written notice to Contractor;

D. 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;

E. 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;

F. 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;

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

H. 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.

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 thirty days.

2. The City further has the right to terminate this Agreement upon thirty (30) days' written notice for the convenience of the City or if the Grant is suspended or terminated, in whole or in part, by HHS.

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, kick backs, 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 ensure that adequate arrangements have been made for the transfer of Contractor's 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 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. Services and Supplies. 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 services consistent with the "Procurement Standards" contained in 45 C.F.R. §§74.40 -74.48 or 45 C.F.R. §92.36 (whichever is applicable to the Contractor) and consistent with the requirements contained in this Section 21... "Services" means contractual services subject to formal and informal competition but which are not in their nature unique or which do not require a level of skill, training or expertise. Services for purposes of this Agreement do not include Head Start professional services or other professional services. "Supplies" means all tangible personal property other than Equipment as defined below. All procurement decisions for goods, services and supplies made by Contractor and its Subdelegates and any Vendor will be consistent with applicable federal, state, and City laws, statutes, executive orders and regulations. Contractor will further submit a copy of a list of the supplies to the City's Head Start Director upon the expiration of this Agreement or if this Agreement is terminated sooner then such list will be submitted to the Director within thirty (30) calendar days of the date of termination. Upon the expiration or earlier termination of this Agreement, all remaining Supplies will be returned to the City or disposed of, as the City will direct.

B. Equipment and Controlled Assets. "Equipment" means tangible personal property having a useful life of more than one year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit. "Controlled Assets" means tangible personal property having an acquisition cost of no less than Five Hundred Dollars (\$500.00) and no more than Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$4,999.99) and tangible personal property that fall in the following categories: computers, laptops, scanners, facsimile machines, copiers, printers, video cameras, digital cameras, and capital leases with a present value of no less than Two Thousand, Five Hundred Dollars (\$2,500.00) and no more than Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety Nine-Cents (\$4,999.99).

Ownership of all Equipment and Controlled Assets purchased with funds paid under this Agreement by Contractor or Subdelegates or, any Vendor, if such Vendor is designated by the Director in writing, will be in the City and County of Denver. The Contractor will not dispose of any Equipment or Controlled Assets without the prior written approval of the City.

The preceding sentences will not be construed to preclude normal or routine use and consumption of goods and supplies purchased by Contractor or Subdelegates or Vendors, if appropriate, in the provision of Head Start services under

this Agreement. Upon the expiration or earlier termination of this Agreement, all Equipment and Controlled Assets purchased with funds under this Agreement will be returned to the City or disposed of, as the City shall direct. 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 Equipment and Controlled Assets purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all Equipment and Controlled Assets 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 list for all Equipment and Controlled Assets purchased with funds provided under this Agreement.

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

22. SUBJECT TO ACF APPROVAL: This Agreement is subject to the approval of the responsible HHS official in accordance with the provisions of the CFR.

23. SITE LOCATIONS, LEASES AND LICENSES:

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

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

C. Smoke and Toxin Free Facilities. All Head Start Sites and facilities operated by the Contractor and its Subdelegates and any Vendor will comply with the provision of 45 C.F.R. Part 1304.53, as may be amended from time to time, which requires all Head Start facilities and locations to be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with ACF Program Instruction #ACYF-PI-HS-95-04, as may be

amended from time to time, and any and all policies of the City concerning the use or sale of tobacco in Head Start or City facilities, may be amended from time to time. No class will be operated in a facility that does not comply with 45 C.F.R. 1304.53, ACF Program Instruction #ACYF-PI-HS-95-04, or any applicable City policies. No class will be operated in a facility that is not a smoke or toxin free facility.

D. Licensing of Site Locations. The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in Exhibit F. In addition, the Contractor will secure, post and maintain in its files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in Exhibit F. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

24. 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 codified at 42 U.S.C. 9801, *et seq.*;
- B.** 45 CFR Part 1301 through 1311, including all regulations referenced therein;

C. All information memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the operation of Head Start programs or the expenditure of federal funds;

D. 45 CFR Part 16, 74, 80, 87, and 92;

E. 2 CFR Part 25.110;

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

G. 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;

H. "New Restrictions on Lobbying" as set forth in implementing regulations 45 C.F.R. 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;

I. U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will provide immediate written notice to the Director if at any time it learns that its certification under this subparagraph 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 subparagraph, the Contractor will provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any of the statements in

the certification contained in this subparagraph, 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 Contractor.

Contractor will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" as such clause is set forth at 2 C.F.R. Part 180, 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 Order 12549 and its implementing regulations;

J. The Americans with Disabilities Act as codified at 42 U.S.C. 12101, *et seq.*;

K. City and County of Denver policy concerning nondiscrimination in employment. 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 variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

L. All circulars of the U.S. Office of Management and Budget ("OMB");

M. All policies and procedures set forth in the City and County of Denver, Denver Head Start Office, Policy Manual;

N. Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975; and

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

P. No Employment of Illegal Aliens to Perform Work Under the Agreement:

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

2. The Contractor certifies that:

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

Agreement.

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

3. The Contractor also agrees and represents that:

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

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

(c) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

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

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

(f) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S, 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.

25. 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.

26. 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.

27. 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:

Director, Denver's Head Start Office
201 West Colfax Avenue, Dept. 1105
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.

28. DISPUTE RESOLUTION: Disputes, except disputes involving termination of this Agreement, concerning a question of fact arising under this Agreement which cannot be resolved by the representatives designated by the Director and the Contractor will be resolved by administrative hearings 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. Disputes concerning a decision by the City to terminate this Agreement will be resolved by the procedure established by 45 CFR 1303.20, as may be amended from time to time. Pending final resolution of a dispute not involving termination, the Contractor will proceed diligently with the performance of its obligations under this Agreement and in accordance with the decision of the Director's designated representative.

29. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

30. CONFIDENTIALITY:

A. Confidential 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. During the term of this Agreement, the parties may have access to information or a proprietary nature owned or developed by, or licensed to, the other party, which includes information concerning systems, programs, processes and methods used by the parties, and other information marked "confidential," or "not for public disclosure"

(collectively, the "Information"). The receiving party will use the Information only for the administration of Head Start programs and will not in any way disclose, disseminate, publish, or reveal to any person or use for its own benefit, any of the Information which the receiving party obtains and which the receiving party has been notified is confidential commercial or financial information, except to the extent permitted or required by applicable Federal, State and local laws, regulations, executive orders, and policies, to the City for purposes of monitoring and evaluating Contractor's performance under this Agreement, to other government agencies as may be required for reporting or monitoring purposes, or to a person who has obtained an order of a court of competent jurisdiction requiring such disclosure. Either party during or after the term of this Agreement, may take all actions that it reasonably deems necessary to preserve the confidentiality of the Information including its intervention in any legal proceeding concerning the Information's use or disclosure.

In the event that the Contractor is required to access third party data that includes protected medical records from a third party provider or is required to provide client records that includes protected medical records to the City for purposes of monitoring and evaluating the Contractor's performance under this Agreement, then the Contractor agrees to coordinate with the Agency's staff and the client in obtaining any necessary authorization for release forms.

B. Trademarks/Copyrights. Each party to this Agreement acknowledges the validity of the other party's servicemarks, 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.

C. Open Records. The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2013), and that in the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the 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 the 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.

31. INTELLECTUAL PROPERTY RIGHTS:

A. License of City's Intellectual Property. The City hereby grants a non-exclusive limited license to the Contractor to use for Head Start purposes only and 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 by the City to the Contractor for purposes of this Agreement, whether in preliminary or final forms and on any media whatsoever (collectively, "Materials"). The Contractor may

reproduce the Materials, 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 copies thereof or will provide written verification that all such Materials and copies thereof have been destroyed by Contractor. Upon the expiration or earlier termination of this Agreement, the Contractor will have the right to make any other use of the Materials or any copies thereof.

B. New Works. The Contractor will not copyright, trademark or patent any work, materials, devices, methods, processes, or products (“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 by the federal government. Upon approval, the City will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

The Contractor will disclose all such Original Works to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, the Original Works will be considered a “work made for hire,” and all ownership of copyright in the Original Works will vest in the City at the time the Original Works are created. In the event that this Agreement is determined by a court of competent jurisdiction not to be a work for hire under the federal copyright laws, this Agreement will operate as an irrevocable assignment by the Contractor to the City of the copyright in the Original Works including all rights thereunder in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the program, without further consideration, and agrees to assist the City in registering from time to time enforcing all copyrights and other rights and protections relating to the program in any and all countries. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Original Works and copies thereof and the Contractor will have no right to make any other use of this material.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. PARAGRAPH 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

Exhibit List follows

Exhibits to Head Start/Delegate Agency Agreement

1. Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2014-2015.
2. Exhibit B, Contractor's Budget.
3. Exhibit C, Calendar of Times and Days of Operations.
4. Exhibit D, Schedule for submission of reports.
5. Exhibit E, Certificate of Insurance.
6. Exhibit F, Site Locations.
7. Exhibit G, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: MOEAI-201416453-00

Contractor Name: MILE HIGH MONTESSORI EARLY LEARNING
CTRS

By: Pamela Harris

Name: Pamela Harris, PhD
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

Contractor's Application and narrative to provide Head Start Services for program year 2014-2015.

Mile High Montessori Early Learning Centers

Full Project Description

Objectives, Need for Assistance, and Geographic Area

Mile High Montessori Early Learning Centers (MHM) serves 269 Head Start children in 16 neighborhoods with 253 being served in its five centers and the other 16 through a partnership with Warren Village serving two additional neighborhoods. Based on the Community Assessment, approximately 9,500 children under the age of five were living in families in poverty in the DGKHS service area and only 16% of the eligible population was served.

According to the Community Assessment data regarding Children under Age Five in Poverty (table map), the majority of the neighborhoods from which MHM draws children are living in areas with 46% to 100% of the population at poverty levels. All but one of the neighborhoods have less than 50% of non-Hispanic white children. These neighborhoods are Clayton, East Colfax, Five Points, Mar Lee, Northeast Park Hill, Ruby Hill, Sun Valley, Westwood, Athmar Park, Cole, Hampden, Hampden South; Lowry Field, Whittier, Washington/Virginia Vale, Windsor, Capitol Hill and North Capitol Hill (note: Warren Village serves these last two neighborhoods). Although some of the centers themselves are located in areas that have a lower rate of poverty, the recruitment neighborhoods are the key that results in 99% of MHM Head Start children living at or below the federal poverty level.

The Community Assessment data regarding Denver's population indicates that Hispanics comprised 32% of the total county population. Of the 269 children MHM serves, 47% are Hispanic, 37% African American, 6% European American, 2% Asian, 1% Native American, and 7% multi-racial. That MHM serves a large number of Hispanic children makes sense in view of the areas where its centers are located and the neighborhoods from which it recruits its children as seen in the Community Assessment data regarding the Hispanic population in the DGKHS service area. It is also consistent with the Community Assessment statement that more than 50% of Head Start children served through DGKHS were reported to be of Hispanic origin. Given the data on birth rates provided through the Community Assessment, this number will continue to represent the majority of children needing to be served through quality preschool programs.

In terms of the Diversity Index data in the Community Assessment, it was interesting to note that all of MHM's centers have some diversity with the majority of neighborhoods from which the children come reaching into the 68% to 90% diversity index. Over 91% of all MHM children are children of color.

Other interesting demographic facts are that 12 different languages are spoken in MHM's centers. Ten percent of the children are from homeless families. Westwood, Rude Park and Sun Valley are in areas where there is a higher percent of teen births as well as areas high in the percentage of women with less than 12 years of Education. Fourteen percent of our parents are teen parents (or were teen parents). Twenty-eight percent of enrolled parents have less than a high school diploma; thirty-one percent have a high school diploma.

Other child development Programs serving HS eligible children

According to Figure 16 in the Community Assessment, there are 287 Child Care Centers and Preschool Programs in Denver. At the same time, the Community Assessment

notes that both Denver Head Start and Early Head Start grantees serve only 17% of the eligible population, so the number of available programs (287) alone does not give us indication of an adequate or oversupply of child care slots. Also, as the Community Assessment notes, it is difficult to relate the capacity by neighborhood with need as measured by how many slots are available for how many children. The Community Assessment indicates that only 48% of all three and four-year olds were enrolled in preschool. Because of that fact and the fact that the enrollment of MHM children met the number of Head Start funded slots, MHM assumes that it is meeting a need for low income children in the neighborhoods the centers serve. MHM serves 147 children who meet the at-risk criteria established by the Colorado Preschool Program; serves children and families funded through the Denver Preschool Program; and 25% of MHM families are TANF families. These are indications that MHM is making good use of other child development programs that serve Head Start eligible children.

Children with Disabilities

The Community Assessment indicates that 15% of Head Start children had an Individual Education Plan and that Head Start mandates that at least 10% of enrollment opportunities must be provided to children with disabilities. MHM had 44 Head Start children with IEPs during the 2012-2013 program year. 12% of MHM children were children with disabilities. These disabilities included speech impairment and non-categorical delays.

Needs of Head Start Children

Since 99% of MHM families' incomes are at or below the federal poverty level, and in line with the Community Assessment observation that "children living at or near poverty are at greater risk for physical, emotional, and cognitive health issues with long-term implications for educational achievement, health, and social development," there does not seem to be any questions about the education, health, nutrition, and social service needs of MHM children.

With regard to MHM's children's educational needs the baseline data available from the fall Teaching Strategies GOLD (TSG) assessment shows the following percentage of children meeting widely held expectations: 66% Social/Emotional; 79% Fine /Gross Motor; 58% Language; 61% Cognitive; 58% Literacy; 49% Math. Since one of the Head Start goals is to see that all of our children are ready to succeed in school, MHM put in place strategies to achieve that goal.

With regard to health needs, 7% of MHM children were underweight whereas 18% were overweight, a challenge, as the Community Assessment points out, that is facing Denver children and youth. 14% of MHM children were diagnosed as needing dental treatment, and 22% received three or more mental health staff consultations. Fortunately, because of the comprehensive nature of the services Head Start provides, 100% of MHM's children now have health insurance, 98% are current or up-to-date on immunizations, and all children receive health, development and social/emotional screenings.

In terms of nutrition, the Community Assessment discusses the "food hardship" rate and references the Supplemental Nutrition Assistance Program (SNAP). Fifty-eight percent of MHM families were participating in SNAP.

Needs of Head Start children as defined by their families and community institutions

MHM's parents accessed the following services, giving us an indication of social service needs:

- 65% emergency/crisis services
- 21% parenting education
- 14% housing assistance
- 11% adult education
- 9% ESL classes
- 8% Mental health

Community institutions are an important aspect of the MHM Head Start program. The City and County of Denver many years ago realized the need to make facilities available rent free so that MHM could serve low income children and families. That need remains today as four of MHM centers are in City-owned facilities. Qualistar Colorado saw the need for a rating system that helped early learning centers focus on quality measures that would help assure that programs were meeting the needs of children in early learning centers in a quality way. All of MHM centers are Qualistar-rated facilities at a three-star level with one center, Sun Valley, rated a Star 4. Sewall Child Development and Denver Health and Hospitals address the importance of the social/emotional and physical well being of low income children. MHM works with them to assure the appropriate screening and follow-up needs of children are met. Mile High United Way understands the need for innovative programs to meet the needs of children. MHM is funded through their Social Innovation Fund to assure that effective interventions that use data to drive program improvements in literacy are in place. The Colorado General Assembly recognized the need to fund the Colorado Preschool Program to serve the young children in Colorado who were most vulnerable to starting grade school unprepared. MHM has received funding through this program since 1988 when it was created. These examples reflect the partnerships that MHM has in place with community organizations that have recognized and are meeting Head Start children's needs.

Resources Available in the Community

MHM is an agency with deep roots in the Denver community, having served low income children and their families for over forty years. During that time span, the agency has developed a strong network of partnerships that has enabled the provision of high-quality, affordable early care and education services to thousands of families and their children. MHM relies on partners in the community to provide high quality family centered services.

MHM family resources assistants (FRAs) are in regular contact with parents, and are therefore able to provide relevant and reliable referrals to community resources and consistently follow up with these referrals. The FRAs network with community organizations in order to provide necessary resources to families who are in need. At one of our sites, MHM families speak nine different languages and we are able to provide resources such as The Colorado African Organization, Lowry Family Health Center-Refugee Preventive Health Clinic, Emily Griffith, and Ecumenical Refugee Services. These resources support families with but are not limited to resettlement, translation/interpretation services, employment, housing, healthcare, legal assistance, Education/ESL etc. In addition, MHM is able to provide emergency/crisis intervention,

health and parenting education, child abuse and neglect, and mental health services to all families who are in need of these referrals.

Philosophy

Mile High Montessori Early Learning Centers' (MHM) programs and services have evolved in response to research on brain development and the critical impact of the early years on a child's lifelong ability to learn and flourish. However MHM's ongoing focus on the need for quality early childhood education and care for Denver's most vulnerable children and helping their parents understand the importance of their involvement in their children's care and education continues. MHM's mission is to provide quality early childhood education for low income children to prepare them for school. In the 2012 Strategic Plan, the stated priority goals and objectives are:

- To offer a **quality educational experience**
- To provide a **professional workforce**
- To exemplify **effective leadership**
- To continue the ongoing efforts to cultivate **innovative partnerships**
- To assure MHM's **fiscal health**

The priority area of Quality Educational Experience focuses the organization on being a premier and innovative early care and education program for low income children—the core of MHM and its mission. The educational approach incorporates the principles of the Montessori Method with additional strategies focused on developing children's language and literacy. These goals and objectives contain all aspects of preparing children for school including programming, quality measures, and parent engagement that build the foundation for successful children.

Program Options

During the 2014-2015 program year, MHM will have a total of 21 preschool classrooms 18 at MHM, of which 9 are part-day (3.5 hours), 3 are full-day (7 hours), and 6 are extended-day (10.5 hours) and 3 extended-day at Warren Village.

<u>Center Location</u>	<u>Number of Slots</u>	<u>Number of Classrooms</u>	<u>Option Configuration (Option, days and months of operation)</u>
Edna Oliver Montessori ELC 2851 Tremont Place Denver CO, 80205	40	3	(1) Extended-day (10.5 hour), (2) Full-day (7 hours), (171 days), October 1, 2014 – June 26, 2015
Sun Valley ELC 990 Alcott Street Denver CO, 80204	16	1	(1) Part-day (3.5 hour), (133 days) September 8, 2014 – May 28, 2015
Rude Park Montessori ELC 1275 Decatur Street Denver CO, 80204	10	1	(1) Extended-day (10.5 hour), (171 days), October 1, 2014 – June 26, 2015
Lowry Montessori ELC 957 Ulster Way Denver CO, 80230	101	7	(2) Extended-day (10.5 hour), (1) Full-day (7 hour), (4) Part-day (3.5 hour), (171 days), October 1, 2014 – June 26, 2015
Westwood Montessori ELC 1000 South Lowell Blvd. Denver CO, 80219	86	6	(2) Extended-day (10.5 hour), (4) Part-day (3.5 hour), (171 days), October 1, 2014 – June 26, 2015
Warren Village 1323 Gilpin Street	16	3	(3) Extended-day (10.5 hour), (171 days), October 1, 2014 – June 26, 2015

Children and families that will be given priority

In order to reach those most in need of Head Start services, MHM follows a recruitment process that informs families with Head Start eligible children within the recruitment area of the availability of services and encourages them to apply for admission to the program.

MHM recruitment occurs on an ongoing basis. As MHM begins the process of recruitment and selection of students for each new school year, members of the management team, the Policy Committee, and the Family Resources team review the current year's data and determine the level of success reached in serving those children and families with the greatest needs, as well as looking at trends to determine where future needs may lie. During those discussions, information is gleaned from the customized database, the Program Information Report, the most current Community Assessment, parent satisfaction surveys, census reports, and other sources of demographic data. After careful consideration of the relevant facts, each group contributes to the creation of a plan for recruiting and enrolling children. The plan is designed to reach out to families in neighborhoods showing the greatest concentration of needs. At the same time, the Policy Committee reviews and approves the Waitlist Selection Criteria Checklist annually which ensures that children are prioritized for enrollment based on actual needs that are documented in one or more of the data sources listed above.

Program Approach

Early Childhood Development and Services

MHM staff have completed a comprehensive assessment of the quality educational experience provided through the program. Often times when people think of Montessori, they think in terms of a structured curriculum and specific sets of materials that are essential if one is to be a "real" Montessori center. MHM thinks rather in terms of an approach that is inspired by the principles of Maria Montessori but adjusted to meet the needs of the specific population it serves. The goals of a Montessori approach are "to provide an education that allows the child to grow at his/her own pace successfully and in a beautifully well prepared environment." In keeping with these goals, the Montessori approach that MHM considers essential includes the notion of self-directed work in a context of choice which allows children to learn within a framework that matches their innate interests. Another critical component is the sense of respect that Montessori engenders in children—respect for the classroom they are in, for the classmates with whom they interact, and for the adults who are part of their world. Oftentimes poverty brings with it such a drive for survival that the ability for a child to have positive choices and for adults to be able to teach respect and care for others is shortchanged. For these children, an inspired Montessori educational experience fills in some gaps that they will benefit from all of their lives. A prepared Montessori environment helps children learn a sense of order, when sometimes their lives are chaotic; teaches them a sense of beauty, a sense of contribution to their environment, an understanding of the beauty of cleanliness, and a sense of independence and self motivation.

MHM's use of this Montessori inspired approach provides hands-on learning throughout the class schedule whether part-day or full-day. In the Montessori preschool environment, there are five distinct areas:

- **Practical Life** enhances the development of task organization and cognitive order through care of self, care of the environment, exercises of grace and courtesy, and coordination of physical movement. Through these tasks, children develop muscular coordination, enabling movement, and the exploration of their surroundings. They learn to work at a task from beginning to end, and develop their powers of control and concentration.
- The **Sensorial** materials serve as tools for development. Children build cognitive skills and learn to order and classify impressions by touching, seeing, smelling, tasting, listening, and exploring the physical properties of their environment.
- **Mathematics** makes use of manipulative materials to enable the child to internalize concepts of number, symbol, sequence, and operations. This work gives children a solid understanding of basic mathematical principles, prepares them for later abstract reasoning, and helps to develop problem-solving capabilities.
- **Language Arts** includes oral language development, written expression, reading and the study of grammar, creative dramatics, and children's literature. Basic skills in writing and reading are developed through the use of sandpaper letters, alphabet cut-outs, and various presentations allowing children to link sounds and letter symbols effortlessly and to express their thoughts through writing.
- **Cultural Activities** expose the child to basics in geography, history, and life sciences. Music, art and movement education are part of the integrated cultural curriculum.

Child Outcomes

The developmental progress of all preschool age children in Mile High Montessori Early Learning Centers (MHM) is assessed a minimum of three times each academic year. Children's readiness for school is measured through Teaching Strategies GOLD (TSG). The assessment is aligned with the Colorado Academic Standards (Preschool) and cross-walked to the revised Head Start Child Outcomes Framework—The *Head Start Child Development and Early Learning Framework*, released December 10, 2010. Thirty-eight objectives within seven dimensions that are most predictive of school readiness are measured: social/emotional, physical-fine motor, physical-gross motor, language, cognitive, literacy, and math. In addition, the system assists with classroom planning, teacher training and individual staff development plans. TSG is designed to be used with all children, including those with disabilities and English Language Learners. TSG shows typical progressions for each objective through the use of visually appealing, color-coded age bands that are related to children's ages. Because development is uneven and overlapping, the color-coded bands allow teachers to account for natural variations in children's development and learning. TSG also contains "in-between" steps in each progression to allow for emerging skills or to indicate if a child needs support to accomplish a skill or behavior, making it easier to accurately assess all children including those with disabilities or special needs.

In fall 2012, 66% of MHM's children met widely held expectations as measured by Teaching Strategies GOLD (TSG) averaged across all domains. By spring 2013, 91% of children meeting widely held expectations averaged across the domains based on

children who participated at all three checkpoints in fall, winter and spring. Significant gains were recorded in all domains.

Table 3: Preschool Meeting Widely Held Expectations

Developmental Area	% MHM Children Meeting Widely Held Expectations – Fall 2012	% MHM Children Meeting Widely Held Expectations - Spring 2013
Social/Emotional	66%	93%
Fine/Gross Motor	79%	97%
Language	58%	91%
Cognitive	61%	93%
Literacy	58%	88%
Math	49%	85%
Overall	62%	91%

MHM uses the Classroom Rating Assessment Scoring System (CLASS) in preschool classrooms, a validated and reliable assessment tool that measures classroom quality, specifically around teacher interactions with children in three domains. In 2012-13, MHM's CLASS scores in Emotional Support was 5.92 and Classroom Organization was 5.50 which exceeded the national average while in Instructional Support domain the average was 2.29, MHM met the national average.

Information from the TSG and CLASS help to inform the professional development strategies for staff. There will be an ongoing focus on social/emotional, literacy, language, and cognitive. New for next year is a more intentional focus on supporting children's skills development in math. Additional areas for training are within Instructional Support that includes: concept development—children using analysis and reasoning in approach to problems, quality of feedback—providing children with specific feedback about their work and language modeling—engage in meaningful and intentional conversations with children.

With the commitment to outcomes for children and well qualified highly competent staff, MHM has added additional professional development days in the program calendar to ensure that adequate training time is available for staff. (MHM will still exceed the minimum requirement of class days as required by the Head Start Performance Standards.)

The seven dimensions of the TSG and the five distinct areas of the Montessori Method support the Framework as follows:

The Head Start Child Development and Early Learning Framework	Teaching Strategies Gold Dimensions	Montessori Method
Physical Development and Health	Social Studies, Social-Emotional, Physical	Practical Life, Sensorial, Cultural Activities
Social and Emotional Development	Social-Emotional, Social Studies, Cognitive	Practical Life, Sensorial
Approaches to Learning	Cognitive, Social Emotional	Practical Life, Sensorial,

		Cultural Activates
Logic and Reasoning	Cognitive	Practical Life, Sensorial, Mathematics
Language Development	Language	Language Arts, Practical Life, Sensorial, Cultural Activities
Literacy Knowledge and Skills	Literacy	Language Arts, Sensorial
Mathematics Knowledge and Skills	Mathematics	Mathematics, Sensorial
Science Knowledge and Skills	Science and Technology	Cultural Activities, Practical Life
Creative Arts Expression	The Arts	Cultural Activities, Practical Life
Social Studies Knowledge and Skills	Social Studies	Cultural Activities
English Language Development	English Language Acquisition	Language Arts

MHM staff (Program Directors, Teachers, Disabilities/Mental Health Coordinator, and Director of Education/Child Outcomes) use the assessment data to prepare individualized child learning plans that guide the child through the process of school readiness. This information is used to support goal setting to scaffold each child's development and is shared with parents at conferences and home visits or as requested.

Because MHM provides services to children birth to five years-old, in many cases we will be able to follow the child from their first years at MHM through their preschool years, creating a comprehensive account that informs the child's development and progress.

Family Partnerships

To ensure that parents are actively engaged in all aspects of program operations, Mile High Montessori Early Learning Centers (MHM) provides many opportunities for parents to become involved and makes every effort to be sure that parent involvement activities are responsive to on-going and expressed needs of parents both as individuals and as members of a group. Parents are surveyed at least annually, complete a need and interest inventory, and participate in the annual program Self Assessment to provide direction for programming. Opportunities for involvement in governance, their child's education, and their own education and social activities are some of the ways MHM engages parents. During the enrollment process, families complete a needs assessment, information that becomes part of each Family Partnership Agreement (FPA). The FPA, which is completed in partnership with parents and MHM staff, is one means that MHM uses to individualize parental involvement.

Parents are also part of program governance with responsibilities for program planning, budget development, and personnel processes. At each center orientation, staff explain to parents the many opportunities there are for their involvement including their role to represent the center on MHM's Policy Committee. At the time of elections to the committee, center staff sends information to the parents explaining the purpose of the Policy Committee and letting parents know how to express their interest in being the site representative for their center. Once parents express their interest, the duties and

responsibilities of the Policy Committee are explained to them, and they are encouraged to write a statement as to their interest in and qualifications for membership on the committee.

For parent meetings, parent education classes, and Policy Committee meetings, MHM provides child care, meals, interpretation, and transportation so that families can easily participate. Parent center meetings are held regularly throughout the year. Parent meetings provide every parent of an enrolled child with the opportunity to assist in the development of activities that address their interests and needs and that support the education and healthy development of their children. Parents are notified of meetings and education classes through the center newsletter and a parent bulletin board. In the 2013-2014 self assessment, MHM evaluated the effectiveness of using incentives to increase the number of parents present at the meetings. The results were that more parents attended when incentives were available at parent meetings. MHM has implemented the use of incentives across the agency such as gift cards, household items, clothing and toys.

With regard to educational activities, MHM respects parents as the primary educators of their children and encourages them to participate in center and classrooms activities as often as they can and at least four hours a month. Reading in the classroom with the children, assisting at meals, helping the teachers with classroom activities, observing children in the classroom, and participating in group activities are some of the ways parents are involved. Staff also make home visits at the beginning and mid-point of the program year, which often present an opportunity for staff to learn more about parental interests and how to support their further involvement. Teacher-parent conferences are also held twice a year, which is another way to directly engage parents in their children's education. TSG reports are reviewed and shared at the teacher-parent conferences.

MHM encourages parents to participate in their own learning and education as well as their children's. MHM sponsors fatherhood activities, multicultural nights, cooking classes, and Pyramid training for parents. In addition, MHM participates in the *5 By 5 Project*, which introduces cultural activities that enhance learning opportunities for both parent and child and encourage families to engage with a part of the Denver community they might otherwise not interact with. MHM also offers Nurturing Parenting Program classes. These classes offer family-centered initiatives designed to build nurturing parenting skills as an alternative to parenting and child-rearing practices that are abusive or neglectful. MHM hosted a Nurturing Parenting Program three-day seminar and facilitator training on January 7-9, 2014. This seminar/training was conducted by Stephen J. Bavolek, Ph.D., who is the principal author of the Nurturing Parenting Programs and Adult-Adolescent Parenting Inventory (AAPI-2).

In a recent parent survey, parents indicated they had a good understanding of how to be involved with the center where their child was enrolled including an understanding of what things they as parents can do to help their children. Parents also indicated that they felt welcome when they come to the centers, comfortable in talking with their child's teachers, and had an appreciation of the parent meetings as being meaningful and covering topics that were helpful. Perhaps not surprising, many parents felt that the greatest support for their involvement came from the one-to-one encouragement they received from staff that gives them confidence to become involved.

MHM understands the value of meeting the educational and individual needs of parents and their children through coordinated literacy activities. MHM's plan includes reinforcing with parents how to enhance their role as the primary teacher for their child and to be the child's ally during his/her educational journey including supporting and modeling interactive literacy activities between parents and child so that families are more confident about their own literacy competency. MHM will provide literacy materials to parents and children.

MHM's plan supports a wide range of competencies within its literacy services and educational programs related to literacy. These include basic language skills (reading, writing, speaking, and listening), communication methods within the family, parental understanding of child development, and positive parenting skills and strengthened relationships between parents and their children's center. As noted above, since MHM recognizes that parents are the child's primary teacher, we will consistently encourage parents to become partners in their children's education.

To support parents and children reading together, MHM provides age appropriate books through book incentive and lending library programs. Parents complete literacy sheets on which they can track the amount of time and the books that they have read. When parents turn in the literacy sheets, children are able to select a book to take home. If a parent is not able to read, staff provides strategies on how to "read" a book by using the pictures in the book as visual cues.

MHM families, parents/guardians and children are provided opportunities to participate in family literacy services both through MHM and through referrals to other local agencies and resources.

On the Family Partnership Agreement, parents may also identify "reading to their child" as one of the family's goals. MHM will then offer support for them to meet that goal depending on what would be helpful in a particular case.

MHM will enhance its literacy activities for non-English-speaking parents by having GED and ESL classes on-site as well as by making available a list of off-site organizations that offer GED and ESL training. MHM has collaborated with Denver Great Kids Head Start and other delegates to provide an ESL class to families through Emily Griffith Technical College. MHM had five parents from our Westwood center participate in ESL classes through this collaboration.

Parenting skills training is supported through in-depth training based on the Pyramid Model which provides parents with practical strategies on parenting. The Devereux Early Childhood Assessment (DECA) is an assessment tool designed to measure children's resiliency and protective factors. Teachers and parents complete this assessment, which gives teachers an opportunity to share additional information related to child development to parents. Each center plans activities throughout the year that encourage fatherhood and male involvement. As noted previously, MHM provides additional opportunities for parents to be supported in disciplinary and parenting strategies. MHM also participates with Denver Great Kids Head Start in strengthening children and families' well being with the Culture of Wellness program. This is a collaborative intervention aimed at promoting a "culture of wellness" in Head Start classrooms. This project includes the implementation of a range of programs and activities aimed at

increasing daily healthy eating and physical activity for preschool students, staff, and parents.

Enrollment, Recruitment, Selection, Eligibility, Attendance

In order to reach those most in need of Head Start services, Mile High Montessori Early Learning Centers (MHM) develops and implements a recruitment process that informs families with Head Start eligible children within the recruitment area of the availability of services and encourages them to apply for admission to the program.

MHM recruitment occurs on an ongoing basis. As MHM begins the process of recruitment and selection of students for each new school year, members of the management team, the Policy Committee and the Family Resources team review the current year's data and determine the level of success reached in serving those children and families with the greatest needs, as well as looking at trends to determine where future needs may lie. During those discussions, information is gleaned from the MHM's customized database, the Program Information Report, the most current Community Assessment, parent satisfaction surveys, and other sources of demographic data. After careful consideration of the relevant facts, each group contributes to the creation of a plan for recruiting and enrolling children. The plan is designed to reach out to families in neighborhoods showing the greatest concentration of needs. At the same time, the Policy Committee reviews and approves the Selection Criteria Checklist annually, which ensures that children are prioritized for enrollment based on actual needs that are documented in one or more of the data sources listed above.

MHM works with parents to maintain consistent attendance for their child in order to ensure educational outcomes are achieved. Families are encouraged to bring their child to school every day, and if absent, and reasons for absences are documented. The program works to maintain an 85% monthly average daily attendance.

When an opening occurs, the Family Resources Assistants initiate the first steps in the enrollment process by reviewing the waitlist maintained for each individual center and contacting families with children who are eligible for the slots vacated by transitioned children. The selection of families who are then enrolled into the program is based on their selection criteria points. Prospective Head Start children are contacted in order of their eligibility points, those with the highest points assigned based on their individual needs are contacted first.

Recruitment activities occur each month. Flyers are distributed door to door, at community events in the targeted neighborhoods, and through local churches, businesses and medical, and human services agencies. Currently enrolled families are encouraged to refer friends and neighbors, and Program Directors publicize the program through their participation in collaborative community activities. MHM staff recruit and enroll at least 10% of children with special needs as indicated from screening, eligibility criteria, test results, or community referrals.

Once a family makes contact with MHM, they complete a pre-application. Their pre-application is then assessed, and the Selection Criteria Checklist is filled out by staff. If there is not an opening in the program, a family's pre-application is placed on the waitlist and organized at their center of choice according to the cumulative points on the selection criteria checklist. When a vacancy occurs, the family is called and an

appointment is set with the Enrollment Coordinator, who assists them with completing the required enrollment application.

Child Health and Development

MHM has the ability to provide thorough and timely follow-up on children's health status by utilizing a custom-built database as a tracking system as noted by the 2013-2014 Self Assessment. This helps to improve follow-up services by monitoring that children are up-to-date on immunizations and physicals. Monthly referrals are made based on this system. The program also assesses whether the child has an ongoing, continuous source of health care within 90 days of entry into the program. If no health care source is available, staff refer families to the appropriate resource to ensure access to a medical home.

MHM has many community partnerships that help ensure all children receive appropriate preventative health services. The Center for Hearing Speech and Language ensures all children receive vision and hearing screenings within 45 days of enrollment. Children requiring follow up are then referred to the appropriate resource. Denver Health Dental Clinics and TOPS (Total Oral Prevention) provide enrolled children with dental screenings and fluoride treatments, as required by the Head Start Performance Standards. A dentist and a dental hygienist come to the Head Start centers to provide these services. Additional follow up treatment is provided at community dental clinics. Northeast Denver Housing Center, another community resource available to MHM, provides free lead testing for children at the Head Start Centers.

MHM contracts with Denver Health to train and certify center staff to administer basic medication to all children in the program. In addition, MHM has a full time LPN and Health Assistant to better meet the needs of Head Start families in regard to timely medical follow-up, keeping parents informed of their child's overall well-being, and supporting families with basic health care needs. The Health Team also provides all Head Start children with a BMI (Body Mass Index) height and weight assessment twice a year. Children who are underweight, overweight, or obese are referred to the Food Services Coordinator at MHM and their Primary Care Provider.

Community Partnerships

Mile High Montessori Early Learning Centers (MHM) is an organization with deep roots in the Denver community, having served low income children and their families for over forty years. During that time span, the agency has developed a strong network of partnerships that has enabled the provision of high quality, affordable early care and education services to thousands of families and their children. MHM works in partnership with community agencies to provide health care, mental health, disabilities services, and activities for children and families. We have chosen community partners with the purpose of developing a collaboration that is mutually beneficial with well-defined relationships to achieve common goals. MHM relies on partners in the community to provide high quality family-centered services and to share responsibility for the healthy development of children and families of all cultures. The purposes of these collaborative relationships are to promote access to community services for the "neediest of the needy" children and families. MHM focuses on community partnerships that support the needs of families and build support for the program.

The process for developing a community partnership is to understand the needs of MHM's children, families, and staff by drawing upon MHM's data sources that include the comprehensive Community Assessment and annual updates. Based on the 2013-2014 Self Assessment we found no gaps in partnerships. Collaborative relationships are strengthened through formal written agreements. This approach helps ensure that relationships among agencies endure after the initiators of the agreements are no longer involved. Current partnerships include the following:

- The City and County of Denver provides facilities at minimal cost in four MHM centers in neighborhoods with extremely high needs. Recent collaborative efforts using City bond and other grant funds have allowed renovation and expansion at three facilities, increasing the number of children served and the quality of services available. MHM will continue to identify other funding sources and partnerships such as the Qualistar Boettcher Foundation and Concerts for Kids (CFK) provides volunteers annually to work on projects that maintain and enhance facilities.
- The Denver Lions Club partners with MHM to operate the Rude Park center, providing the facility and many supports to the families whose children are enrolled there including food, clothing and adopting families at holiday times. This is a long-standing partnership which the Denver Lions Club is committed to continuing into the future. MHM's lease is with Rude Park Community Nursery, Inc., a program of the Denver Lions Foundation.
- The *5 by 5 Project*, through the Mayor's Office of Education and Children, encourages parents to take their children and enjoy experiences at a number of local museums and cultural venues by providing a "passport" for free access to these venues and their programs.
- Mile High United Way has been a partner with MHM for over 40 years and their programmatic, fiscal and advocacy support remains vital to the success of MHM.
- For the past several years, MHM has worked with groups of 10 participants from the Denver Metro Leadership Foundation's Impact Denver program. The focus of this partnership has been to install and maintain vegetable gardens at each of MHM's five core centers. The volunteers provide the materials (containers, dirt, plants, seeds and tools) and manpower to assist with the planting, maintenance and harvesting of the gardens. They have written articles for the center newsletters and shared nutrition information and healthy recipes relating to the vegetables grown.
- Denver Health and Hospital (DHH) is a very important partner in providing health and dental care to enrolled children, including immunizations, physicals, on-site screenings and support in enrolling in Medicaid and CHP+. Additionally, MHM also contracts with DHH for health services for infants and toddlers in our program.
- Clayton Early Learning and Family Star Montessori have partnered with MHM to provide Early Head Start slots, giving our families with younger siblings the opportunity to participate in a full menu of the quality Early Head Start services that MHM offers. These particular partnerships are crucial in preparing many of our Head Start students for success in elementary school.
- High schools including Regis Jesuit High School Boys and Girls Divisions and Colorado Academy provide student volunteers to mentor the MHM Head Start students, interacting and reading to the children in the classroom along with providing supplemental support for special projects. These interactions are vital

to the development of literacy skills for the preschoolers, and they allow the high school students to experience working in an early childhood setting. Colorado Academy sends groups of 10-12 students to work with preschoolers in the classrooms several times during the school year. Individual students from Regis volunteer throughout the year at a few MHM facilities. This academic term, MHM will host eight upper class Regis students for a two-week intensive service project.

- Within walking distance from MHM's Lowry Early Learning Center, students from The Logan School for Creative Learning visited the preschool classrooms every other week for the past program year. Twenty-one Logan students assisted MHM students with their work, read with them, shared outdoor time and also provided books for one of the preschool classrooms.
- The Denver Public Library provides volunteer librarians who read aloud weekly in preschool classrooms in five centers. Librarians also provide a selection of children's books for the children to enjoy and they donate books to the MHM centers.
- The Montessori Education Center of the Rockies (MECR) and Montessori Casa International provides Montessori certification and continuing education for teachers, administrators, and other staff at MHM. Teachers are able to increase their skills in using the Montessori curriculum to support their students' growth and development, and other staff develop an understanding of how to best support the teachers and infuse Montessori principles in the daily operation of the classrooms. This Montessori partnership is essential to MHM's approach to curriculum and instruction.
- Early Learning Ventures (ELV), underwritten by the Merage Foundation, provides resources to improve the quality of programming, staff training, benefits and retention and financial sustainability and business operations. MHM is piloting an enrollment service at the Sun Valley site. This service relates to signing children in/out by computer instead of signing by hand. Each authorized pickup person will have a personal self-selected security code which will identify that individual person as they sign in/out.

Children With Special Needs

Mile High Montessori Early Learning Centers (MHM) implements a number of strategies to ensure that children with special needs are recruited and enrolled, including the following:

- Outreach activities such as brochures, presentations and information sharing with disability advocacy groups, coordinating councils and Child Find
- Coordination with Part C agencies (Rocky Mountain Human Services) who provide early intervention services for children birth to three years including maintaining a Memorandum of Understanding
- Outreach to Denver Great Kids Head Start (DGKHS) Health Services Advisory Committee, hospital-based clinics and programs for children with identified disabilities
- Participation on the Denver Interagency Coordinating Council
- MHM's application process and Selection Criteria which offer additional points to those families who have children with special needs

MHM can ensure that at least 10% of enrollment by mid-year includes children with

special needs as evidenced by historical practice. The Disabilities/Mental Health Coordinator diligently monitors enrollment information and recruitment practices to ensure that 10% of children identified with a disability are consistently enrolled in MHM. At the beginning of each year, staff ensure a timely and effective Request for Observation process, which enables a child to be assessed and referred when concerns manifest at the start of a school year. For the 2012-2013 program year, 44 children with Individualized Education Plans (IEP) were enrolled, which means that 12% of currently enrolled Head Start children had an IEP. Of those, the primary diagnosis is *preschooler with a disability or speech/language delay*. MHM has served children with severe special needs and medical disabilities. The Montessori approach was developed working with low income children with special needs who were considered “uneducable.” MHM’s implementation of Montessori provides a unique opportunity to offer an inclusive classroom setting for all typically and atypically developing children. Children receive their IEP services through Sewall Child Development and the local Education Agency in coordination with DGKHS.

MHM collaborates with Clayton Early Learning for Early Head Start services for children that are in Early Head Start classrooms to prepare them for transition to Head Start. When a child with an Individualized Family Services Plan (IFSP) transitions from an EHS classroom, MHM’s Disabilities/Mental Health Coordinator or Family Resources Assistant participates in the IEP transition meeting with the Denver Public Schools Child Find and Rocky Mountain Human Services teams.

MHM partners with Denver Health and Hospital (DHH) through the contract with DGKHS. DHH staff provide social/emotional support services for our families and are able to provide services to children with identified social/emotional concerns, either with an IEP or without. Services provided by DHH can take place in the classroom working directly with children and teachers or in the family’s home using play therapy and family counseling.

Program Design and Management

To deliver high quality services, Mile High Montessori Early Learning Centers (MHM) is committed to a continuous improvement process with a focus on preparing children for kindergarten and school success. MHM uses a continuous program improvement cycle that is comprised of 1) Data collection, 2) Goal setting, 3) Implementation, and 4) Evaluation, from which MHM is able to develop a robust Training and Technical Assistance Plan that ensures staff are prepared to respond to the cultural and linguistic diversity of children and families.

- Data collection: All components of MHM’s programming are reviewed and monitored. Staff members are responsible for specific content areas, and MHM also works with external consultants or programs to evaluate certain program areas. MHM also undergoes a program quality ratings process conducted through Qualistar Colorado. Responsible staff and consultants prepare reports citing strengths, areas for further development, and systemic issues or challenges for review and monitoring. Data on child outcomes, family needs, and program services are tracked with appropriate reports prepared at least once a month.
- Goal setting: Based on the data, staff work closely with their team members including classroom and family resources staff to set short- and long-term goals and objectives. Goals are created for individual staff members, classrooms,

content area teams, and program-wide. Individual professional development plans are developed annually with each staff member guiding their personal progress toward meeting education goals. MHM establishes a comprehensive Training and Technical Assistance plan from these goals.

- Implementation: As appropriate, staff implement agreed upon goals and strategies with support from content area coordinators, Program Directors, and senior management team members.
- Evaluation: At least monthly, staff assess strategies and goals to evaluate impact and effects on desired outcomes for staff and programs.

The continuous improvement process is one of circular review and reflection and is supported through training workshops, reflective supervision, coaching, and mentoring as the program maintains the desired outcomes and sets new benchmarks.

MHM parents participate by sharing insights about their children, which staff will incorporate in the individual and classroom lesson plans. This shared information encompasses issue about culture, language, ethnicity and family composition.

Based on the knowledge gained through this continuous improvement process, the training and technical assistance plan connects to the overall framework and compliance indicators to facilitate the monitoring process for each content area. The training plan is to be considered fluid so that necessary adjustments can be made to meet needs as they arise.

Monitoring

Mile High Montessori Early Learning Centers (MHM) provides high quality services to children and families that result in school readiness for both the child and the family. To maintain high quality services, MHM evaluates and monitors compliance with Head Start Performance Standards, Colorado Child Care Licensing Rules and Regulations in the areas of Program Design and Management, Education, Family and Community Partnerships, Disabilities, Health, Mental Health, Nutrition, and ERSEA and Qualistar Colorado.

MHM's comprehensive monitoring plan ensures that all Head Start Performance Standards are being met. Monitoring and reporting occur at three levels; governance, program, and center/classroom. At the governance level of monitoring, MHM Board of Directors oversees a number of systems and mechanisms to monitor the implementation of its various programs, among them MHM Head Start, and has fiduciary responsibility for the overall agency. The Policy Committee, which is comprised of parent representatives from each of the centers and representatives from the community, meets monthly and also has responsibilities for program governance. Both the Board of Directors and Policy Committee review all policies, procedures, and fiscal matters regarding Head Start programming.

At the program level of monitoring, the leadership team is responsible for the day-to-day adherence to the agency policies and procedures as well as the Head Start Performance Standards. The leadership team meets at least once per week and consistently reviews existing policies and procedures to ensure the goals and objectives and program outcomes are being addressed and met. With input from the leadership team, the President and CEO and Director of Head Start prepare monthly reports to the Policy

Committee and the MHM Board of Directors. The leadership team also oversees the work of the coordinators, Program Directors, managers, and consultants as they monitor the implementation of the Head Start program at the center and classrooms level.

At the center/classroom level, monitoring is performed by content area coordinators, program directors, leadership team, and consultants and is completed through:

- Regular monitoring of compliance with Head Start and MHM policies and procedures
- Annual staff performance appraisals
- Classroom notebooks and checklists
- Child and staff file audits
- Child observations
- Nutrition consultant monitoring visits three times per year
- CACFP site review every three years
- Qualistar ratings
- Licensing reviews
- Supervision and center staff meetings

Annually, MHM conducts a programmatic Self Assessment process involving staff, parents, Board of Directors, and leadership team members and includes a thorough examination of current program practices. Results from the fall 2013 Self Assessment are incorporated into this response. Gathering this information paints a picture as to how well the program is meeting the needs of children and families.

In support of the monitoring processes, MHM created a custom-built database that includes the full range of data for tracking and maintaining accuracy of child enrollment, health, screenings and assessment data. MHM has the capacity to store and report on many data points including funding sources, history of attendance, meals served, family data, family service referrals and disabilities. MHM continues to explore ways to enhance the database, which includes a major upgrade in the spring. MHM also maintains hard copy confidential individual child files that include information on child outcomes, progress and other educational assessments, disabilities, mental health, health (medical and dental) and nutrition (for special dietary needs).

Monthly reports on enrollment, disabilities, financial, family services, and health are generated to make sure we are on track and maintain quality assurance. There are file audits that are conducted two times per year to ensure that all required documents are complete and kept in an organized manner. Teachers complete two home visits and two family conferences with each enrolled family per year. Each child that is enrolled receives developmental, health, and dental screenings. Enrollment and attendance are tracked and monitored daily and monthly by the sign-in / sign out sheets which also monitors the food program at the centers, Master Roster, and monthly report.

Staff development is tracked by an individual performance plan that is completed after an employee's initial 90 days of hire and yearly thereafter. Tracking on a monthly basis is done to ensure that staff receive the required number of annual training hours and college courses. MHM staff attend the Professional Development Institute week every year that includes an overview of the Head Start philosophy, goals and objectives, regulations, and Performance Standards

A single purpose audit is conducted annually for all MHM services and centers by external auditors. Monthly, the MHM financials and budget are reviewed with the MHM Board of Directors Executive and Finance Committees, the entire Board of Directors, and Policy Committee.

Human Resources

All MHM teaching staff meet or are on track to meet the Head Start Performance Standards. Staff have opportunities for continuing education and professional development. MHM's Self Assessment reviewed the employee on-boarding process and, as a result, enhancements have been added to new employee orientation. New employees have an initial orientation to MHM philosophy, practices and employment-related issues. In addition, new teaching staff receive coaching and mentoring in their classrooms, a full day of training during the Professional Development Institute and ongoing support. In addition, staff are developing strategies for an internal staff recognition program. Also the Self Assessment confirmed that staff demonstrate an awareness of MHM's strategic plan, its goals and objectives and are interested in receiving updates and status reports from the President and CEO. All of these findings are being incorporated into ongoing practices.

Program Accomplishments

In the 2013-2014 fiscal year, Mile High Montessori Early Learning Centers (MHM) achieved success in many areas, including:

I. Family Centered Services

To develop a framework of education and resources that support linguistically and culturally responsive family literacy strategies for families and staff.

- Objectives: a) enhance the school-to-home education connection that supports positive outcomes for children by increasing families' access to linguistically, culturally, and developmentally appropriate books and literacy resources; b) support parents as their child's primary teacher by enhancing their literacy and language skills.

A) Enhance the school-to-home education connection that supports positive outcomes for children by increasing families' access to linguistically, culturally, and developmentally appropriate books and literacy resources.

The program has progressed towards meeting this objective by:

- Several centers collaborate with the Denver Public Library to provide volunteer readers in Head Start classrooms on a monthly basis. Each volunteer is a trained librarian who introduces the children to a selection of books, which are then left in the classroom for children to enjoy until the next visit. Parents are encouraged to read these books to their children in the classroom whenever time permits.
- Our Westwood site was identified to participate in the Countdown to Kindergarten (C2K). This was through The Denver Education Compact (The Compact). The Compact was launched by Mayor Hancock in 2012. The goal of the program is to create an effective and seamless transition from preschool to kindergarten; one that engages teachers, families, and schools in a collaborative effort to maximize and build upon gains made in quality ECE settings and to ensure that all students enter kindergarten ready to learn and succeed.

- Rude Park Montessori participates in a program sponsored by the Lions Club that distributes books to families each time they complete and submit a record of time spent reading books at home.
- All MHM Head Start centers encourage parents to complete monthly Literacy Sheets, which document their efforts to support their child's developing literacy skills.
- Lending libraries are available at all centers.
- All centers introduced parents to Unite for Literacy.com, a website where books in most languages can be obtained.
- MHM sponsored two special events featuring the Lieutenant Governor as a guest reader with a book distribution at the end of the reading session.
- Sun Valley Montessori provided parents with a list of developmentally appropriate books to read to their children.
- Sun Valley Montessori also invited a librarian to speak at a parent meeting about the positive effects of reading on brain development.
- Lowry Montessori sponsored a literacy parade; many of the children and some of the parents and teachers dressed up as their favorite character from a book. Pictures taken at the event were posted at the center, with the name of the book and the author that created the character written underneath each picture.
- On Count Day in October, each child in attendance was given a book to take home.
- Westwood Montessori took parents on a field trip to the library, where a librarian helped them get library cards and choose appropriate books to read to their children.
- Lowry Montessori held a Scholastic Books book fair, where parents were able to buy inexpensive books for their children.

B) Support parents as their child's primary teacher by enhancing their literacy and language skills.

The program has progressed towards meeting this objective by:

- Provided Dialogic Reading training to 68 parents, 20 volunteers, and 9 teachers.
- Lowry Montessori assisted parents in finding and enrolling in ESL and GED classes.
- Westwood Montessori sponsored a "Nurturing Parenting Program" class for parents and will be offered to Edna Oliver and Lowry; one of the components was providing age-appropriate books for children.
- All centers provided at-home activities for parents to use with their children outside of school time to encourage the development of language and literacy skills.
- During the development of Family Partnership Agreements, Family Resources Assistants provide parents with resources and referrals to assist them in achieving their personal educational goals, whether that involves completing a GED class, learning English (33), signing up for a vocational or technical course of study or attending college classes.
- Parents who volunteer in the classroom are encouraged to read aloud to children, and are given strategies to use both at school and at home to make the experience more beneficial to them. We had a total of 204 volunteers.

II. Community Health and Treatment

To promote physical and mental health and wellness for families, staff, and communities.

- Objectives: a) implement nutrition education strategies for children, parents and staff to enhance knowledge of healthy eating activities; b) promote family wellness and healthy relationships through engagement of fathers and male role models in program; c) strengthen skills and knowledge building for parents and staff to support children's social/emotional development.

A) Implement nutrition education strategies for children, parents, and staff to enhance knowledge of healthy eating activities.

The program has progressed towards meeting this objective by:

- Cooking Matters was offered at our Westwood and Lowry centers with a total of 10 parents who attended.
- MHM included workshops and a wellness event in its Professional Development Institute in the spring. MHM employees can also access Kaiser Health Plan resources as well as the Employee Assistance Program for health and wellness opportunities.
- Staff have received training from the Colorado Adult and Child Food Program (CACFP) to enable fully compliant regulations.
- The triennial CACFP audit had no findings.
- Paula Pierce, Nutrition Consultant for DGKHS, conducted food program monitoring visits in the fall of 2013 and all MHM centers were fully compliant; additional support will be provided to Warren Village regarding monitoring refrigerator and food temperatures.
- The Integrated Nutrition Education Program (INEP) was implemented in classrooms, providing children with nutrition-related activities and parents with recipes to try at home.
- Edna Oliver Montessori held a Bagels and Berries event for parents, providing parents with nutrition information and recipes for healthy alternatives to junk food and sodas.
- MHM staff provided individual consultations for families with children facing nutritional challenges such as severe allergies, obesity, and failure to thrive.
- MHM is working with the Cultural of Wellness Program and has rolled out the program in all of our Head Start centers. We received training through the Culture of Wellness Program on INEP; I Am Moving; I Am Learning and Motivational Interviewing as needed.
- Through Impact Denver we planted four gardens – Westwood, Edna Oliver, Lowry and Rude Park. Unique vertical planters will be installed at Sun Valley this spring.
- To celebrate the successful garden harvest and tireless efforts of our Impact Denver volunteers, MHM hosted an appreciation luncheon in September at Lowry. Using vegetables grown in the gardens, the menu consisted of several delicious dishes created by our MHM cooks including ratatouille, vegetable lasagna and several unique and tasty salads. Volunteers, members of the MHM Board of Directors, MHM Program Directors and Management staff attended and hope to make this an annual event.

B) Promote family wellness and healthy relationships through engagement of fathers and male role models in program.

The program has progressed towards meeting this objective by:

- 210 fathers and male role models have participated in parenting classes, gone on field trips, eaten lunch with their children, or read to children in the classrooms throughout the program.
- Edna Oliver Montessori sponsors a “Dad to Dad” mentoring program to connect established single fathers and fathers who are new to the program together.
- Edna Oliver Montessori and Sun Valley Montessori have volunteer opportunities for fathers throughout the school year such as, art and cooking activities, reading to the children in the classroom and hobbies sharing.

C) Strengthen skills and knowledge building for parents and staff to support children’s social/emotional development.

The program has progressed towards meeting this objective by:

- MHM sponsored “Positive Parenting Solutions” classes which are based on the Pyramid Model.
- Through the Colorado Children’s Trust Fund, Westwood Montessori offered the Nurturing Parenting Program at three of our sites. This program is 12 weeks and there are 80 workshop topics to select from, and each parent completes an inventory that the facilitator and parents use to design their own 12-week curriculum. There’s also a pre- and post-test to measure changes in skills and beliefs.
- Sun Valley Montessori presented a speaker from Denver Health who spoke about mental health and provided materials to assist parents and teachers in supporting healthy social and emotional growth in children.
- Westwood Montessori provided Positive Behavior Support Plan materials and education for parents.
- Parents and teachers complete eDECA social/emotional assessments on each child at the beginning and end of each school year. Results are shared at Parent-Teacher conferences and strategies are developed to support each child’s individual needs.
- Tips and ideas from Denver Health related to encouraging healthy social/emotional growth and development in young children are included in center newsletters on a monthly basis.
- Utilizing data collected in Teaching Strategies GOLD, teachers provide individualized progress reports to parents at conferences. Suggestions for activities that will support growth and development in social/emotional domains are also included.
- If an individual child shows a greater need for support in this area, a Positive Behavior Support Plan may be created through collaboration between parents, teachers, and support staff. This plan includes specific strategies to be used both at home and at school, and ensures regular communication between all the supporting adults.
- Teachers confer with parents as needed on a more informal basis regarding children’s challenges and accomplishments in social and emotional domains.
- Social and emotional health is supported through utilization of the Pyramid Model strategies, monthly collaboration meetings between staff and specialists, and implementation of Montessori principles related to children’s healthy growth and development.

- Monthly parent newsletters at each center have tips and ideas from Denver Great Kids nutritional newsletters related to encouraging healthy social/emotional growth and development in young children.

III. Prepared Children

To prepare children, within an inclusive environment, in the developmental areas (i.e. social/emotional, cognitive, language development, literacy, and math) to succeed in school and the community.

- Objective: a) provide a quality education environment using Montessori strategies that ensure children will demonstrate age appropriate school readiness skills.

A) Provide a quality education environment using Montessori strategies that ensure children will demonstrate age appropriate school readiness skills.

The program has progressed towards meeting this objective by:

- All MHM classrooms are observed by Program Directors to ensure quality programming is being offered in alignment with Head Start standards utilizing Montessori strategies and techniques. Quality Improvement Plans are completed as needed.
- Classrooms are observed using the CLASS tool to ensure that uniformly high-quality interactions are occurring throughout MHM Head Start. Teachers then receive ongoing coaching and mentoring to ensure quality improvement.
- Providing professional development opportunities for all teaching staff, including college coursework, Pyramid training, training at the Montessori Education Center of the Rockies, Montessori Casa International, and the annual Professional Development Institute.
- Regularly assessing program quality through Qualistar ratings at each center. All centers achieved a minimum of three out of four stars except our Sun Valley center, which received a Star 4.
- Family Resources Assistants encourage families to have strategies in their Family Partnership Agreement goals on school readiness in order to strengthen home-school partnerships and teamwork.
- Parents and teachers confer informally on a daily basis, discussing progress and needs for each child. They also discuss each child's developmental progress at Parent-Teacher Conferences held twice each year.
- All teachers have been thoroughly trained in the use of the Teaching Strategies GOLD assessment system for documenting individual child outcomes and guiding teaching practice.
- Teachers have access to high quality Montessori materials, as well as support from a Montessori-certified Education Director and Disabilities/Mental Health Coordinator in how to best use these materials to support children's learning and development.

IV. Effective Workforce

To develop an effective early childhood workforce by building staff qualifications.

- Objectives: a) enhance staff competency in delivering Montessori strategies; b) grow MHM's own workforces through partnerships that include internship and practicum placements.

A) Enhance staff competency in delivering Montessori inspired strategies.

The program has progressed towards meeting this objective by:

- Encouraging colleague to colleague mentoring within individual centers.
- Access to formal Montessori training is provided to interested staff members.
- Montessori training is offered in-house by skilled Montessori-certified staff.
- Teacher mentoring is also provided by the Montessori-certified Education Director and Disabilities/Mental Health Coordinator as needed.

B) Grow MHM's own workforce through partnerships that include internship and practicum placements.

The program has progressed towards meeting this objective by:

- Hosting a student completing education courses in a master Montessori teacher's classroom.
- Developing an internal professional development program with connections to Metropolitan State College and University of Colorado at Denver.

V. Fiscal Integration

To integrate fiscal understanding and responsibility throughout all aspects of programmatic efforts.

- Objectives: a) ensure that members of MHM governing boards have foundational knowledge of the fiscal component of the program; b) support Program Directors as administrators of individual early learning centers in budget management.

A) Ensure that members of MHM governing boards have foundational knowledge of the fiscal component of the program.

The program has progressed towards meeting this objective by:

- Providing training and orientation for all members of MHM governing boards upon appointment.
- Annual A-133 Audit was conducted with no findings.
- Went through a bidding process and selected a new auditor.
- Governing board reviews budget figures monthly, and reviews audits and tax returns annually.
- Policy Committee members receive training in fiscal matters annually and as needed.
- Board of Directors and Policy Committee are part of budget development and approval.

B) Support Program Directors as administrators of individual early learning centers in budget management.

The program has progressed towards meeting this objective by:

- Providing training and support in budget management for all Program Directors by reviewing current financial statements monthly.
- Program Directors are being held accountable for those expenditures over which they have control.
- The Professional Development Institute held in the spring will provide an optimal platform for reviewing fiscal matter with all MHM staff.

2014-2018 Goals, Objectives, Strategies and Measures

GOALS	OBJECTIVES	STRATEGIES	MEASURES
All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school.	<p>All DGKHS students will meet or exceed widely held expectations: This includes the goals of the School Readiness Plan that includes outcomes for social/emotional development, approaches to learning, physical development and health, language and literacy attainment and cognitive and general knowledge skills.</p> <p>70% of teachers at each agency have a BA or higher; 100% of teacher assistants meet credentialing requirements</p> <p>Effective transitions to kindergarten</p>	<p>Ensure each classroom has a pre- and post CLASS assessment done. Data will be shared with teaching staff and program directors, and goals will be set to enhance teacher-child interactions and teaching practices.</p> <p>Set professional development goals with teaching staff to guide them toward meeting their credentialing requirements.</p> <p>Assess child progress on an ongoing basis and aggregate and analyze data at multiple times throughout the year.</p> <p>Enhance staff competency in delivering the Montessori inspired curriculum.</p>	<p>CLASS assessment</p> <p>Teachers and teacher assistant credentials</p> <p>TS GOLD: All Domains</p> <p>Montessori training opportunities</p>

GOALS	OBJECTIVES	STRATEGIES	MEASURES
All Head Start children will receive high quality health, mental health and nutrition services that ensure they are healthy and ready to succeed in	<p>Children will receive timely health, dental, vision, and hearing screenings and referrals, as needed.</p> <p>Children will have exposure to physical activity and healthy food.</p>	<p>Provide Pyramid Plus Training to all extended day classrooms.</p> <p>Provide ongoing support in the Pyramid Model to ensure classroom staff are trained and</p>	<p>Number of opportunities for training on developmentally appropriate health and wellness offered to staff and parents.</p> <p>Percent of children</p>

<p>school.</p>	<p>Children will receive comprehensive mental health support and services for healthy social emotional development.</p> <p>Head Start families and staff will have resources that increase skills and knowledge on developmentally appropriate health and wellness of children.</p>	<p>receive ongoing support.</p> <p>Participate in the Culture of Wellness Program.</p>	<p>enrolled in health insurance and have a medical home</p> <p>Percent of children who have received health screening</p> <p>Immunization rates</p> <p>Overweight and obesity rates</p> <p>Percent of children who receive appropriate follow up care</p>
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GOALS	OBJECTIVES	STRATEGIES	MEASURES
<p>All Denver Great Kids Head Start parents work to improve their own skills and they are engaged as their children's first teacher to ensure children are ready to succeed in school.</p>	<p>Families will meet the goals in their family partnership agreements</p> <p>Children will have effective transitions to kindergarten</p> <p>Families will consistently engage in Head Start.</p>	<p>Provide parenting, educational, and leadership development opportunities to parents such as Policy Council, Policy Committee, Positive Parenting Solutions and Nurturing Parenting Program.</p> <p>Enhance the school-to-home education connection that supports positive outcomes for children by increasing families' access to linguistically, culturally, and developmentally appropriate books and literacy</p>	<p>Number of parent volunteers</p> <p>Pre/post Parenting Education Knowledge Survey</p> <p>Literacy Sheets</p> <p>Percent of families who have completed plan goals including but not limited to: GED completion, ESL participation, Employment</p> <p>Strengthening Families' program self assessment</p>

		<p>resources.</p> <p>Incorporated the Strengthening Families Program Strategies.</p> <p>Meet with all parents of kindergarten-bound children and provide information such as IEP's, TSGOLD, school of choice and kindergarten readiness checklist.</p> <p>Share TS GOLD data with parents at parent/teacher conferences.</p>	<p>Retention of children in the program</p> <p>TS GOLD Data</p>
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GOALS	OBJECTIVES	STRATEGIES	MEASURES
<p>All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments to ensure they are ready to succeed in school</p>	<p>Children with IEPs will improve school readiness.</p> <p>Children will receive timely evaluation and effective IEPs as appropriate</p> <p>Children will have effective transitions to kindergarten</p>	<p>Ensure all service providers submit input to Teaching Strategies GOLD.</p> <p>Program Directors facilitate monthly collaboration meetings.</p> <p>Provide professional development on issues and topics related to disabilities.</p> <p>Participate in annual IEP meetings with parents of kindergarten-bound children.</p>	<p>TS GOLD Data</p> <p>Results of monthly collaboration meetings to evaluate the progress of children with disabilities</p> <p>Professional Development Institute</p> <p>IEPs successfully transitioned to kindergarten</p> <p>Retention rate for children with IEPs</p>

GOALS	OBJECTIVES	STRATEGIES	MEASURES
<p>Denver Great Kids Head Start operations and financial administration are efficient and effective, ensuring that resources support preparing Head Start children for school</p>	<p>Financial management is transparent</p> <p>Streamlined financial and operational systems</p> <p>Services purchased/negotiated are aligning with school readiness data (TS GOLD results) and need as reflected in the community assessment.</p> <p>Meetings with delegate agencies are effective and productive</p> <p>Communication is clear and timely</p>	<p>Leverage economies of scale to provide effective resources to delegate agencies and classrooms.</p> <p>Provide data analysis (TS Gold, Community Assessment) that guides programmatic design and financial investments.</p> <p>Policy advocacy for school readiness and early childhood education. <ul style="list-style-type: none"> • Provide feedback for policy and advocacy </p> <p>Participate in CCCAP, collaborative meetings, Childcare Task Force and Welfare Reform Board.</p> <p>Ensure that members of MHM governing boards have foundational knowledge of the fiscal component of the program.</p> <p>Support Program Directors as administrators of individual early learning centers in budget</p>	<p>Audit findings</p> <p>Monthly financial projections to ensure that spending is on track with the Head Start budget</p> <p>Percent of administrative costs (not to exceed 15 percent)</p> <p>Delegate surveys and feedback</p>

		management.	
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Summary of Expected Benefits and Results

Given that well prepared instructional staff are a critical aspect of delivering a high quality education that assures children are ready to succeed in school, MHM will continue its professional development focus with the expected result that 70% of MHM teachers will have a BA or higher and 100% of the teacher assistants will meet the credentialing requirements.

Not only do the parents of MHM children see the Montessori approach as one of MHM's strengths, but there is also significant research that underlines the benefits of a Montessori curriculum. In studies of Montessori pedagogy, low income children benefitted significantly from this approach including scores on measures of autonomy and curiosity. In light of this information, MHM will continue to use the Montessori Approach to assure that its children are ready to achieve success in school using the TSG instrument to measure children's progress.

Since it is widely accepted that high quality health, mental health, and nutrition are important components of children's ability to succeed in school, MHM will continue to provide a full array of screenings in these areas and expects to achieve at least a 95% success rate in assuring that children are up-to-date on immunizations, that health care checks and physicals continue to take place as needed, that children's weight is monitored, social emotional screenings and dental screenings take place, and that all identified issues will be followed by appropriate referrals. MHM will also measure itself by the number of children who have a medical home.

The diversity of languages that is in evidence in MHM's centers helps the organization understand the diverse needs of the parents. MHM will continue its connection with parents to better understand these needs through home visits, parent/teacher conferences, individual meetings, and parenting education opportunities. As part of both encouraging parental involvement and helping assure that children are ready for school, MHM will increase the number of books in a family home. In addition MHM will monitor the needs of non-English-speaking families, offer options for ESL classes, and monitor the number of parents who use them as well as and work with parents to identify mental health needs and refer them to appropriate resources. Information about GED classes will also be shared with parents and enrollment facilitated through the Family Resources Assistants.

MHM is proud of its record of serving children with special needs in quality and inclusive learning environments. As part of its professional development offerings, MHM will assure that teachers who have special needs children in the classroom have the knowledge and the skills to work effectively with these children. Academic progress will be measured as indicated in the goals.

Over the years MHM has been outstanding in terms of efficient and effective program operations and financial administration. Results will include monitoring of Head Start fund expenditures to assure that funds are fully and appropriately expended in accordance with the goals and objectives outlined in this application. Both the operational audit and the A133 audit will assure that such is the case.

Mile High Montessori Early Learning Centers remains steadfastly committed to ensuring that our most vulnerable children have access to quality care and education so they can realize their potential and be successful in school and in life.

with Head Start, child assessment and nutrition education, supplementary family services and Head Start monitoring and reporting.

Construction and Renovations \$0

No renovations or construction activities are supported by the Head Start budget.

Other \$2,500

The proposed MHM Head Start budget for grant year 2014/2015 contains the following:

ESL classes for parents \$500
MHM will provide support to parents to access ESL classes.

Family and children literacy materials \$1,000
MHM will provide literacy materials for parents and children.

Volunteer expense \$1,000
Materials and supplies for Policy Committee meetings are included in volunteer expenses.

All other costs are budgeted in the MHM operating budget.

Unusual Situation or Special Programming

No unusual situations or special programming is supported by the Head Start budget.

Cash and Other Resources Used to Support the Project in Addition to the Federal Funds Requested and the Required Non-Federal Match

Other resources used to support our Head Start program include the Child Care Block Grant (CCCAP and TANF), the Child and Adult Care Food Program (CACFP), Denver Preschool Program (DPP) and Colorado Preschool Program (CPP).

Shared Staff, Facilities and Equipment

MHM operates its Head Start program in conjunction with early care and education programming for infants, toddlers and preschoolers. Therefore, facilities, staff, supplies and equipment, and administrative support are shared among all programs. Costs not covered in the Head Start budget are expensed in the MHM operating budget.

Legal Fees and Attorney Costs

Legal fees are budgeted in the MHM general operating budget for legal consultation regarding personnel issues and policies, and consultation regarding OCR and ADA issues. There are not any legal fees budgeted in the Head Start budget.

Training and Staff Development \$ 7,707 (T/TA PA 20)

The dollars are budgeted to be used by parents and staff, to support parents and staff attendance at Head Start Conferences (including cost of the conference, travel, lodging and per diem expenses) and other conferences as deemed valuable to program quality improvement. In addition the funds will be used for college classes for staff, including books and other professional development opportunities.

Non-Federal Resources**\$400,191.34**

Participation in the Head Start program requires that Mile High Montessori Early Learning Centers (MHM) contribute 25% of its total Head Start grant amount in non-federal in-kind donations. The in-kind donations can come from many sources including classroom volunteers, field trip chaperones, parent volunteers, policy council meetings or other Head Start required meetings or non-federal funds that are used to supplement Head Start funding. The in-kind donations can also come from supplies and services donated directly to the MHM program as long as the goods or services that are being donated would have been purchased by the agency for the benefit of the Head Start program. Building depreciation and other occupancy costs can also be considered in-kind as long the agency does not use federal funding to pay for the space being donated.

Non-federal resources may include the following:

- Classroom and field trip volunteering
- Family literacy sheets
- Translation services
- Painting and maintenance of the facilities
- Cleaning and maintenance of the grounds
- Building depreciation
- Occupancy costs
- Donated supplies, including the flowers donated by King Soopers
- Foundation grants used to support the Head Start program
- Board of Directors' volunteer time to attend meetings
- Parents and community members' time to attend Policy Committee meetings
- Administrative assistance
- Services
- Mile High United Way contributions
- Denver Preschool Program income
- Colorado Preschool Program income

This is the estimated detail for the 2014/2015 grant year.

Description	Amount	Budget Category
<ul style="list-style-type: none"> • Classroom and field trip volunteering • Family literacy sheets • Administrative assistance 	\$17,000.34	Teacher Aides - \$11.41/hr for 1,500 hours
<ul style="list-style-type: none"> • Translation services • Board of Directors' volunteer time to attend meetings • Parents and community members' time to attend Policy Committee meetings 	\$5,000.00	Translation services - \$500 Board of Directors - \$3,600 Policy Committee - \$900
<ul style="list-style-type: none"> • Denver Preschool Program 	\$110,000.00	Contractual - These funds will be used to purchase classroom supplies, occupancy costs, personnel costs and other general operating expenses.
<ul style="list-style-type: none"> • Colorado Preschool Program 	\$192,013.00	Contractual – These funds will be used to purchase classroom supplies, occupancy

		costs, personnel costs and other general operating expenses.
• Building depreciation	\$75,000.00	Other – Rent
• Fringe benefits	\$1,178.00	Fringe benefits
TOTAL	\$400,191.34	

Volunteers can be parents or members of the community. The volunteer wage rate is calculated based upon the service the volunteer is providing. For example, if the volunteer is helping in the classroom, the wage rate for Teacher Assistants (current average \$11.41) is used; the Policy Committee member's rate is calculated at the salary of the Head Start Director (current average \$30.05); and the rate used for volunteers painting a classroom is the average wage rate (current average \$19.32) of our maintenance department staff. The fringe benefit rate used for in-kind calculations is the same as the Agency rate for Head Start employees.

Completion of the volunteer time sheets is the responsibility of the Program Directors and the Family Resources Assistants. Each Head Start classroom has a monthly volunteer time sheet that is filled out and signed by each volunteer. Other types of approved documentation for in-kind donations include "Family Literacy" forms and "Vouchers for Non Federal Share In-kind Contribution" forms. At the end of each month, the Program Directors or the Family Resources Assistants review the forms for accuracy and then gives the forms to the Family Resources Coordinator. The Family Resources Coordinator reviews them for completeness, reasonableness and propriety and then gives them to the Controller.

The Controller with the assistance of the Accounting Technician is responsible for calculating the dollar value of the volunteers' time, compiling all the in-kind donations by center and then reporting the information to the Denver Great Kids Head Start city office.

Non-federal resources include donated rent (the City and County's annual depreciation amount prorated based on Head Start FTE). Four early learning centers are leased from the City: Westwood, Edna Oliver, Northeast and Lowry. Other properties are leased through the Denver Housing Authority—Sun Valley, and Denver Lions Club—Rude Park and the administrative office is owned by MHM.

Head Start also receives a portion of MHM's occupancy costs as an in-kind donation. The portion is determined by the number of FTE Head Start children to the program capacity.

In addition, MHM uses Denver Preschool Program and Colorado Preschool Program revenue as part of the in-kind donation. Denver Preschool Program revenue is received on all kindergarten bound preschoolers, with about 98% of those preschoolers also receiving Head Start services. Colorado Preschool Program (CPP) revenue can be received on infants, toddlers and preschool children. MHM will be receiving 147 CPP slots at the rate of \$335 per slot per month for September 2014 through May 2015.

**Mile High Montessori Early Learning Centers
Training and Technical Assistance Plan
2014-2015**

Training Objective	Participants	Responsibility	Timeline	Outcome / Goal	Documentation	Budget
To effectively implement policies and procedures related to family and community partnerships and deliver services to families through training in the following areas: recruitment; enrollment; in-kind; development of family partnership agreements; forms; communication; monitoring; program governance; parent and community outreach; reporting; monitoring; analyzing data; and overall delivery of family services.	Enrollment Coordinator Program Directors Family Resources Assistants Education Director	Family Resources Coordinator Education Director Head Start Director	Monthly meetings Monthly individualized training Professional Development Institute	Staff will comply with all program policies and procedures, accurately maintain appropriate data collection, and develop professional relationships with families.	Training agendas, Professional Development Plans, Monitoring Action Plans, PIR Data, training calendar, ECERS/ITERS scores, and required paperwork DGKHS Monitoring Action Plans	Staff time for non-exempt staff and materials \$1,707
To effectively implement policies and procedures related to early education and effectively prepare the environment for child developmental success through training in the following areas: individualization; child guidance; class management; teaching strategies; RFO process; supportive environments; Pyramid Teaching Model; Montessori Method; CLASS observation; Teaching Strategies GOLD; ITERS / ECERS; DECA; ASQ; ESI-R; planning; emergency procedures; child transitions; monitoring; analyzing data; language and literacy development.	Teachers Teacher Assistants Program Directors Family Resources Coordinator Family Resources Assistants	Disabilities/Mental Health Coordinator Director of Education Head Start Director Program Directors	Monthly meetings Monthly individualized training Professional Development Institute	Staff will comply with all policies and procedures, prepare a supportive environment for children, accurately provide developmentally appropriate instruction for all children, and maintain appropriate data collection.	Training agendas, Professional Development Plans, Monitoring Action Plans, PIR Data, training calendar, ECERS/ITERS scores, Teaching Strategies GOLD, CLASS results, and required paperwork DGKHS Monitoring Action Plans	Staff time (overtime hours for non-exempt staff) and materials

Training Objective	Participants	Responsibility	Timeline	Outcome / Goal	Documentation	Budget
To effectively implement policies and procedures related to nutrition, health, and safety as well as ensure a prepared healthy and safe environment for children, families, and staff through training in the following areas: CACFP requirements; hand washing; toileting and diapering; sanitization; emergency procedures; evacuation plans; child abuse/neglect reporting; First Aid and CPR, confidentiality; reporting; monitoring; analyzing data; universal precautions; and medication administration.	Teachers Teacher Assistants Program Directors Family Resources Coordinator All Staff (as needed)	Education Director Nurse Head Start Director Human Resources Director Food Services Coordinator	Monthly meetings Monthly individualized training Ongoing Professional Development Institute	Staff will comply with all policies and procedures, model appropriate nutritional practices in the classroom, ensure a healthy and safe environment, and maintain appropriate data collection.	Training agendas, Professional Development Plans, Monitoring Action Plans, Compliance Reports, PIR Data, Training Calendar, ECERS scores, and required paperwork DGKHS Monitoring Action Plans Food Monitoring Audit	Staff time (overtime hours for non-exempt staff) and materials
To provide all new employees with an orientation to include an overview of program structure, effective implementation of policies and procedures, program forms, monitoring, and overview of program operations through training in the following areas: Colorado Childcare Licensing Rules and Regulations; Head Start Performance Standards; and other program regulations.	New Employees	Education Director Human Resources Generalist Program Directors	Ongoing	Staff will effectively implement licensing regulations. Staff will effectively implement Head Start Performance Standards. Staff will gain an understanding of Mile High Montessori Early Learning Centers as well as job specific responsibilities.	Training Agenda, Professional Development Plan, Site Visits, ECERS / ITERS Training Agenda, Professional Development Plan, Monitoring Plan	Staff time (overtime hours for non-exempt staff) and materials

Training Objective	Participants	Responsibility	Timeline	Outcome/Goal	Documentation	Budget
To effectively carry out roles and responsibilities of MHM Governing Bodies through training in roles and responsibilities; Head Start Performance Standards; and shared governance.	Policy Committee Board of Directors	Head Start Director	September— Board of Directors Orientation October— Policy Committee Orientation	MHM Governing Bodies will make informed program decisions.	Policy Committee Minutes Board of Directors Minutes	Staff time and in-kind volunteer time
Increase knowledge of child development and instructional practices by attending college courses and or relevant training opportunities.	All Staff	Education Director Human Resources	Monthly Ongoing	Staff will meet Head Start Performance Standards and licensing requirements.	Transcripts, Credential Tracker	\$2,500
Attend relevant conferences and workshops	All staff Parents	Head Start Director	As scheduled	Staff will increase understanding of Head Start and related fields	Conference registration, Travel Certificate	\$3,500
DGKHS New Employee Orientation	New Employees	Denver's Great Kids Head Start	As scheduled	Employees will gain a thorough understanding of Denver Great Kids Head Start.	Training Agenda, Professional Development Plan, Certificate	Staff time (overtime hours for non-exempt staff)



**Mile High Montessori Early Learning Centers
2014-2015 Head Start Program Calendar**

Part-day	8:00 am-11:30 am/12:30 pm-4:00 pm September 8, 2014-May 28, 2015
Full-day	8:30 am-4:00 pm September 8, 2014-May 29, 2015
Extended-day	7:15 am-5:45 pm October 1, 2014-June 26, 2015

**Closures/Holidays:
2014**

June 30 -July 4	Summer Break
September 1	Labor Day
October 20	Professional Development
November 10	Professional Development
November 27 & 28	Thanksgiving
December 22- January 2	Winter Break

2015

January 1	New Years Day
January 19	Martin Luther King Jr. Day
January 30	Professional Development
February 16	Professional Development
March 30- April 3	Professional Development Week
April 13	Professional Development
May 25	Memorial Day

Warren Village

9:00 am-4:30 pm
October 1, 2014-June 26, 2015

**Closures/Holidays:
2014**

July 4	Independence Day
September 1	Labor Day
September 20	Professional Development
November 15	Professional Development
November 27 & 28	Thanksgiving
December 24-26	Winter Break

2015

January 1	New Years Day
January 19	Martin Luther King Jr. Day
May 25	Memorial Day

Program Approach Form — Grantee/Delegate Number 08CHO1119 Agency Name Wile High Montesson

I. Enrollment by Program Option
 This section should be filled out and submitted for each grantee and delegate agency.

1. Funded child enrollment by program option:					
Center-based enrollment					
Home-based enrollment					
Combination option enrollment					
Family child care enrollment					
Other option enrollment					
Total Child Enrollment					

2. Number of pregnant women enrolled for EHS: 0

II. Program Schedule
 This section should be filled out for each group of children served for different hours of service each year.

Complete #1-3 for all groups of children	1	2	3	4	5
1. Program schedule number	PD	PD	FD	ED	NV
2. Program option identification	51	102	47	53	16
3. Funded enrollment	3	6	3	6	3
Complete #4-9 for center-based, family child care, combination, and other options					
4a. Number of classes/groups/family child care settings	3.5	3.5	7.0	10.5	10.5
4b. Double session, enter D	4	4	5	5	5
5. Number of hours of classes/groups/FCC settings per child, per day	133	133	146	171	171
6. Number of days of classes/groups/FCC settings per child, per week	2	2	2	2	2
7. Number of days of classes/groups/FCC settings per child, per year					
8. Number of home visits per child, per year					
9. Number of hours per home visit					
Complete #10-13 for home-based options					
10. Number of home visits per child, per year					
11. Number of hours per home visit					
12. Number of hours per home-based socialization experience					
13. Number of home-based socialization experiences per child, per year					

Notes:
 Item 1: If more than 5 different schedules, photocopy form and write in 6, 7, 8, etc.
 Item 2: Identify each program schedule as center-based (CB), home-based (HB), combination program (CO), family child care (FC), or other program option (OT). For combination options (CO and other options (OT), the items on the form that more appropriately describe the services provided by these options should be filled out

¹Funded enrollment by program option must equal the total number of children supported through the budget contained on the SF 424A and the Line-Item Budget.

**Mile High Montessori Early Learning Centers
2014-2015 Head Start Supplemental Grant Budget Narrative**

The total supplemental amount requested for grant funds for Mile High Montessori Early Learning Centers (MHM) from Denver's Great Kids Head Start is **\$71,781.95**:

- \$ 36,145.64 Program Operations
- \$ 21,279.84 COLA
- \$ 14,356.47 Non Federal Share

Included in this request are a total of 269 Head Start slots; 253 to be served through MHM centers and 16 to be served through a partnership with Warren Village, Inc.

Personnel \$45,366.13 Personnel

The proposed supplemental MHM Head Start budget is 79% staff salaries (\$45,366.13), with 89% (\$40,375.86) of staff salaries being direct program costs. These amounts reflect a 1.3% permanent COLA increase to our base salaries and to our overall salary structure. In addition these amounts reflect a new position of education coach.

Staff are allocated to the Head Start program based on a variety of factors. MHM has a capacity of 407 children, which include 40 infants, 72 toddlers and 295 preschoolers. Out of the 295 preschooler slots, 253 (86%) will be Head Start. Due to Head Start budget constraints, MHM allocates between 0% - 90% of administrative staff salaries to the Head Start budget. Preschool teaching staff are allocated between 50% - 90% to Head Start, depending on classroom program options. MHM will adhere to all Head Start salary caps.

Fringe Benefits \$12,059.35

The proposed supplemental MHM Head Start budget is 21% (\$12,059.35) for fringe benefits and employer taxes. The proposed budget consists of the following: employer Social Security Medicare tax in the amount of \$3,470.51, Worker's Compensation Insurance in the amount of \$1,000, health insurance premiums in the amount of \$5,227.84, life and disability insurance in the amount of \$1,000, employer 401K match in the amount of \$1,361 for a total of \$12,059.35.

Travel \$0

There are no Out-of-Town Travel costs planned in the supplemental Head Start budget.

Equipment Purchases \$0

There are no equipment purchases of \$5,000 or more planned in the supplemental Head Start budget.

Supplies \$0

There are no supply purchases planned in the supplemental Head Start budget. Supplies are being funded through other funding sources and donations.

Contracts \$0

MHM is partnering with Warren Village for 16 Head Start slots. The cost of this contract is covered under our original Head Start grant proposal.

Construction and Renovations **\$0**

No renovations or construction activities are supported by the Head Start budget.

Other **\$0**

There are no Other costs planned in the supplemental Head Start budget.

Unusual Situation or Special Programming

No unusual situations or special programming is supported by the supplemental Head Start budget.

Cash and Other Resources Used to Support the Project in Addition to the Federal Funds Requested and the Required Non-Federal Match

Other resources used to support our Head Start program include the Child Care Block Grant (CCCAP and TANF), the Child and Adult Care Food Program (CACFP), Denver Preschool Program (DPP) and Colorado Preschool Program (CPP).

Shared Staff, Facilities and Equipment

MHM operates its Head Start program in conjunction with early care and education programming for infants, toddlers and preschoolers. Therefore, facilities, staff, supplies and equipment, and administrative support are shared among all programs. Costs not covered in the Head Start budget are expensed in the MHM operating budget.

Legal Fees and Attorney Costs

Legal fees are budgeted in the MHM general operating budget for legal consultation regarding personnel issues and policies, and consultation regarding OCR and ADA issues. There are not any legal fees budgeted in the supplemental Head Start budget.

Training and Staff Development **\$ 0**

There are no training and staff development expenses in this supplemental grant proposal.

Non-Federal Resources **\$14,356.47**

Participation in the Head Start program requires that Mile High Montessori Early Learning Centers (MHM) contribute 25% of its total Head Start grant amount in non-federal in-kind donations. The in-kind donations can come from many sources including classroom volunteers, field trip chaperones, parent volunteers, policy council meetings or other Head Start required meetings or non-federal funds that are used to supplement Head Start funding. The in-kind donations can also come from supplies and services donated directly to the MHM program as long as the goods or services that are being donated would have been purchased by the agency for the benefit of the Head Start program. Building depreciation and other occupancy costs can also be considered in-kind as long the agency does not use federal funding to pay for the space being donated.

Non-federal resources may include the following:

- Classroom and field trip volunteering
- Family literacy sheets
- Translation services
- Painting and maintenance of the facilities
- Cleaning and maintenance of the grounds

Exhibit A-2

- Building depreciation
- Occupancy costs
- Donated supplies, including the flowers donated by King Soopers
- Foundation grants used to support the Head Start program
- Board of Directors' volunteer time to attend meetings
- Parents and community members' time to attend Policy Committee meetings
- Administrative assistance
- Services
- Mile High United Way contributions
- Denver Preschool Program income
- Colorado Preschool Program income

This is the estimated detail for the 2014/2015 supplemental grant.

Description	Amount	Budget Category
• Classroom supplies	\$14,356.47	Flowers and other classroom supplies
•		
•		
•		
•		
•		
TOTAL	\$14,356.47	

Volunteers can be parents or members of the community. The volunteer wage rate is calculated based upon the service the volunteer is providing. For example, if the volunteer is helping in the classroom, the wage rate for Teacher Assistants (current average \$11.41) is used; the Policy Committee member's rate is calculated at the salary of the Head Start Director (current average \$30.05); and the rate used for volunteers painting a classroom is the average wage rate (current average \$19.32) of our maintenance department staff. The fringe benefit rate used for in-kind calculations is the same as the Agency rate for Head Start employees.

Completion of the volunteer time sheets is the responsibility of the Program Directors and the Family Resources Assistants. Each Head Start classroom has a monthly volunteer time sheet that is filled out and signed by each volunteer. Other types of approved documentation for in-kind donations include "Family Literacy" forms and "Vouchers for Non Federal Share In-kind Contribution" forms. At the end of each month, the Program Directors or the Family Resources Assistants review the forms for accuracy and then gives the forms to the Family Resources Coordinator. The Family Resources Coordinator reviews them for completeness, reasonableness and propriety and then gives them to the Controller.

The Controller with the assistance of the Accounting Technician is responsible for calculating the dollar value of the volunteers' time, compiling all the in-kind donations by center and then reporting the information to the Denver Great Kids Head Start city office.

Non-federal resources include donated rent (the City and County's annual depreciation amount prorated based on Head Start FTE). Four early learning centers are leased from the City: Westwood, Edna Oliver, Northeast and Lowry. Other properties are leased through the Denver Housing Authority—Sun Valley, and Denver Lions Club—Rude Park and the administrative office is owned by MHM.

Exhibit A-2

Head Start also receives a portion of MHM's occupancy costs as an in-kind donation. The portion is determined by the number of FTE Head Start children to the program capacity.

In addition, MHM uses Denver Preschool Program and Colorado Preschool Program revenue as part of the in-kind donation. Denver Preschool Program revenue is received on all kindergarten bound preschoolers, with about 98% of those preschoolers also receiving Head Start services. Colorado Preschool Program (CPP) revenue can be received on infants, toddlers and preschool children. MHM will be receiving 147 CPP slots at the rate of \$335 per slot per month for September 2014 through May 2015.

MHM receives weekly donations of flowers (used in the classroom for the "Flower Arranging" Montessori lesson) from King Soopers.

Exhibit A-3

Board of Directors

Mary Elliman, Chair
Denny Dahl, Vice – Chair Emeritus
Devy Altman, Vice - Chair
Michael Johnson, Esq., Vice - Chair
Elmo Morales, , Vice - Chair
Cody Belzley, Secretary
Cynthia Abramson
Deorah Davis
Anthony M. Ryan, Esq.
Julia Smissen
Tarik Walker, M.D.
Rodney D. Wicklund
Sonya Suhr Wolf

Community Leadership Board

Walter Isenberg, Founding Co-Chair
Sarah Rockwell, Esq., Founding Co-Chair
Carol Boigon, Chair
Steve Bachar
Bob Barnes
Susan Barnes-Gelt
Laura P. Barton
Stephen Berman, M.D
Punum Bhatia
Claudia Brett Goldin
Molly Broeren
Rita Burgess
Lisa Busse
Anne Bye Rowe
Linda Campbell
Heather Carson Perkins
Steve Dayney
Marlene DeLaRosa
Martha Devine
Elaine Gantz Berman
Rebecca & Ken Gart
Lucia Guzman
Dale Harris, Esq.
Chris Henderson
Bruce Hoyt
Angela Hutton-Howard
Gwinavere Johnston
Cyndi Kahn
Maureen Kelly Barker
David Koff
Peggy Lehmann
Scott L. Levin, Esq.
Doug Linkhart
Monique Lovato
Dean Martinez
Carole & Jim McCotter
Jill & Patrick McNellis
Paul Melinkovich, M.D.
Terry Minger
Kristen L. Mix, Esq.
Judy Montero
Zachary T. Neumeyer
Adele Phelan
Dean Prina, M.D.
Megan Rogers
Frank Schuchat, Esq.
Eva P. Slattery
Martha Solis-Turner
George Sparks
Helen Thorpe

May 21, 2014

Al Martinez, PhD, Director
Denver Great Kids Head Start
201 W Colfax Ave # 1107
Denver, CO 80202

Dear Dr. Martinez:

In response to your email of May 16, 2014, Mile High Montessori Early Learning Centers (MHM) is submitting its exhibit submission for the quality teaching dollars for July 1, 2014 – June 30, 2015. Our budget will reflect \$24,530 which will be used for quality teaching.

\$8,530 will be used for teachers, teacher assistants and program directors towards continuing education and classes/seminars around professional development, including.

- Two program directors working towards BA degrees
- Classes/seminars around professional development
- Continuing education courses for staff

\$16,000 will be used for 4 days of Professional Development throughout the year. (This will be for subs and overtime)

- Training on CLASS in each area, Math and Montessori
- Sub cost is \$21.00 an hour/\$168.00 a day plus fee for background check and fingerprints

We appreciate this opportunity to begin our 18th year of serving Head Start children and look forward to your assistance and support in the coming year.

Sincerely,

Lolita A. Ray, Head Start Director

Cc: Lindsay Neil, Executive Director, Children's Affairs
Pamela Harris, President & CEO, Mile High Montessori Early Learning Centers

EXHIBIT B

Contractor's Budget.

Mile High Montessori Early Learning Centers 2013-2014 Head Start Grant Budget Narrative

The total amount requested for grant funds for Mile High Montessori Early Learning Centers (MHM) from Denver's Great Kids Head Start is **\$2,000,956.36**:

- \$1,593,058.36 Program Operations
- \$ 7,707.00 Training/Technical Assistance
- \$ 400,191.34 Non Federal Share

Included in this request are a total of 269 Head Start slots; 253 to be served through MHM centers and 16 to be served through a partnership with Warren Village, Inc.

Personnel **\$1,264,200.48 Personnel**

The proposed MHM Head Start budget is 79% staff salaries (\$1,227,400.48), with 89% (\$1,086,408.32) of staff salaries being direct program costs.

Staff are allocated to the Head Start program based on a variety of factors. MHM has a capacity of 407 children, which include 40 infants, 72 toddlers and 295 preschoolers. Out of the 295 preschooler slots, 253 (86%) will be Head Start. Due to Head Start budget constraints, MHM allocates between 0% - 90% of administrative staff salaries to the Head Start budget. Preschool teaching staff are allocated between 50% - 90% to Head Start, depending on classroom program options. MHM will adhere to all Head Start salary caps.

Fringe Benefits **\$286,357.88**

The proposed MHM Head Start budget is 18% (\$286,357.88) for fringe benefits and employer taxes. The proposed budget consists of the following: employer Social Security Medicare tax in the amount of \$93,919, Worker's Compensation Insurance in the amount of \$21,000, health insurance premiums in the amount of \$155,638.88, life and disability insurance in the amount of \$6,000, employer 401K match in the amount of \$9,800 for a total of \$286,357.88.

Travel **\$0**

Except for funds in the Training and Staff Development line item, there are no Out-of-Town Travel costs planned in the Head Start budget.

Equipment Purchases **\$0**

There are no equipment purchases of \$5,000 or more planned in the Head Start budget.

Supplies **\$0**

There are no supply purchases planned in the Head Start budget. Supplies are being funded through other funding sources and donations.

Contracts **\$40,000**

MHM is partnering with Warren Village for 16 Head Start slots.

Warren Village will provide educational instruction with appropriately credentialed staff as well as intensive case management. MHM will provide training and technical assistance associated

with Head Start, child assessment and nutrition education, supplementary family services and Head Start monitoring and reporting.

Construction and Renovations **\$0**

No renovations or construction activities are supported by the Head Start budget.

Other **\$2,500**

The proposed MHM Head Start budget for grant year 2014/2015 contains the following:

ESL classes for parents **\$500**

MHM will provide support to parents to access ESL classes.

Family and children literacy materials **\$1,000**

MHM will provide literacy materials for parents and children.

Volunteer expense **\$1,000**

Materials and supplies for Policy Committee meetings are included in volunteer expenses.

All other costs are budgeted in the MHM operating budget.

Unusual Situation or Special Programming

No unusual situations or special programming is supported by the Head Start budget.

Cash and Other Resources Used to Support the Project in Addition to the Federal Funds Requested and the Required Non-Federal Match

Other resources used to support our Head Start program include the Child Care Block Grant (CCCAP and TANF), the Child and Adult Care Food Program (CACFP), Denver Preschool Program (DPP) and Colorado Preschool Program (CPP).

Shared Staff, Facilities and Equipment

MHM operates its Head Start program in conjunction with early care and education programming for infants, toddlers and preschoolers. Therefore, facilities, staff, supplies and equipment, and administrative support are shared among all programs. Costs not covered in the Head Start budget are expensed in the MHM operating budget.

Legal Fees and Attorney Costs

Legal fees are budgeted in the MHM general operating budget for legal consultation regarding personnel issues and policies, and consultation regarding OCR and ADA issues. There are not any legal fees budgeted in the Head Start budget.

Training and Staff Development **\$ 7,707 (T/TA PA 20)**

The dollars are budgeted to be used by parents and staff, to support parents and staff attendance at Head Start Conferences (including cost of the conference, travel, lodging and per diem expenses) and other conferences as deemed valuable to program quality improvement. In addition the funds will be used for college classes for staff, including books and other professional development opportunities.

Non-Federal Resources**\$400,191.34**

Participation in the Head Start program requires that Mile High Montessori Early Learning Centers (MHM) contribute 25% of its total Head Start grant amount in non-federal in-kind donations. The in-kind donations can come from many sources including classroom volunteers, field trip chaperones, parent volunteers, policy council meetings or other Head Start required meetings or non-federal funds that are used to supplement Head Start funding. The in-kind donations can also come from supplies and services donated directly to the MHM program as long as the goods or services that are being donated would have been purchased by the agency for the benefit of the Head Start program. Building depreciation and other occupancy costs can also be considered in-kind as long the agency does not use federal funding to pay for the space being donated.

Non-federal resources may include the following:

- Classroom and field trip volunteering
- Family literacy sheets
- Translation services
- Painting and maintenance of the facilities
- Cleaning and maintenance of the grounds
- Building depreciation
- Occupancy costs
- Donated supplies, including the flowers donated by King Soopers
- Foundation grants used to support the Head Start program
- Board of Directors' volunteer time to attend meetings
- Parents and community members' time to attend Policy Committee meetings
- Administrative assistance
- Services
- Mile High United Way contributions
- Denver Preschool Program income
- Colorado Preschool Program income

This is the estimated detail for the 2014/2015 grant year.

Description	Amount	Budget Category
<ul style="list-style-type: none"> • Classroom and field trip volunteering • Family literacy sheets • Administrative assistance 	\$17,000.34	Teacher Aides - \$11.41/hr for 1,500 hours
<ul style="list-style-type: none"> • Translation services • Board of Directors' volunteer time to attend meetings • Parents and community members' time to attend Policy Committee meetings 	\$5,000.00	Translation services - \$500 Board of Directors - \$3,600 Policy Committee - \$900
<ul style="list-style-type: none"> • Denver Preschool Program 	\$110,000.00	Contractual - These funds will be used to purchase classroom supplies, occupancy costs, personnel costs and other general operating expenses.
<ul style="list-style-type: none"> • Colorado Preschool Program 	\$192,013.00	Contractual – These funds will be used to purchase classroom supplies, occupancy

		costs, personnel costs and other general operating expenses.
• Building depreciation	\$75,000.00	Other – Rent
• Fringe benefits	\$1,178.00	Fringe benefits
TOTAL	\$400,191.34	

Volunteers can be parents or members of the community. The volunteer wage rate is calculated based upon the service the volunteer is providing. For example, if the volunteer is helping in the classroom, the wage rate for Teacher Assistants (current average \$11.41) is used; the Policy Committee member's rate is calculated at the salary of the Head Start Director (current average \$30.05); and the rate used for volunteers painting a classroom is the average wage rate (current average \$19.32) of our maintenance department staff. The fringe benefit rate used for in-kind calculations is the same as the Agency rate for Head Start employees.

Completion of the volunteer time sheets is the responsibility of the Program Directors and the Family Resources Assistants. Each Head Start classroom has a monthly volunteer time sheet that is filled out and signed by each volunteer. Other types of approved documentation for in-kind donations include "Family Literacy" forms and "Vouchers for Non Federal Share In-kind Contribution" forms. At the end of each month, the Program Directors or the Family Resources Assistants review the forms for accuracy and then gives the forms to the Family Resources Coordinator. The Family Resources Coordinator reviews them for completeness, reasonableness and propriety and then gives them to the Controller.

The Controller with the assistance of the Accounting Technician is responsible for calculating the dollar value of the volunteers' time, compiling all the in-kind donations by center and then reporting the information to the Denver Great Kids Head Start city office.

Non-federal resources include donated rent (the City and County's annual depreciation amount prorated based on Head Start FTE). Four early learning centers are leased from the City: Westwood, Edna Oliver, Northeast and Lowry. Other properties are leased through the Denver Housing Authority—Sun Valley, and Denver Lions Club—Rude Park and the administrative office is owned by MHM.

Head Start also receives a portion of MHM's occupancy costs as an in-kind donation. The portion is determined by the number of FTE Head Start children to the program capacity.

In addition, MHM uses Denver Preschool Program and Colorado Preschool Program revenue as part of the in-kind donation. Denver Preschool Program revenue is received on all kindergarten bound preschoolers, with about 98% of those preschoolers also receiving Head Start services. Colorado Preschool Program (CPP) revenue can be received on infants, toddlers and preschool children. MHM will be receiving 147 CPP slots at the rate of \$335 per slot per month for September 2014 through May 2015.

**Mile High Montessori Early Learning Centers
Training and Technical Assistance Plan
2014-2015**

Training Objective	Participants	Responsibility	Timeline	Outcome / Goal	Documentation	Budget
To effectively implement policies and procedures related to family and community partnerships and deliver services to families through training in the following areas: recruitment; enrollment; in-kind; development of family partnership agreements; forms; communication; monitoring; program governance; parent and community outreach; reporting; monitoring; analyzing data; and overall delivery of family services.	Enrollment Coordinator Program Directors Family Resources Assistants Education Director	Family Resources Coordinator Education Director Head Start Director	Monthly meetings Monthly individualized training Professional Development Institute	Staff will comply with all program policies and procedures, accurately maintain appropriate data collection, and develop professional relationships with families.	Training agendas, Professional Development Plans, Monitoring Action Plans, PIR Data, training calendar, ECERS/ITERS scores, and required paperwork DGKHS Monitoring Action Plans	Staff time for non-exempt staff and materials \$1,707
To effectively implement policies and procedures related to early education and effectively prepare the environment for child developmental success through training in the following areas: individualization; child guidance; class management; teaching strategies; RFO process; supportive environments; Pyramid Teaching Model; Montessori Method; CLASS observation; Teaching Strategies GOLD; ITERS / ECERS; DECA; ASQ; ESI-R; planning; emergency procedures; child transitions; monitoring; analyzing data; language and literacy development.	Teachers Teacher Assistants Program Directors Family Resources Coordinator Family Resources Assistants	Disabilities/Mental Health Coordinator Director of Education Head Start Director Program Directors	Monthly meetings Monthly individualized training Professional Development Institute	Staff will comply with all policies and procedures, prepare a supportive environment for children, accurately provide developmentally appropriate instruction for all children, and maintain appropriate data collection.	Training agendas, Professional Development Plans, Monitoring Action Plans, PIR Data, training calendar, ECERS/ITERS scores, Teaching Strategies GOLD, CLASS results, and required paperwork DGKHS Monitoring Action Plans	Staff time (overtime hours for non-exempt staff) and materials

Training Objective	Participants	Responsibility	Timeline	Outcome / Goal	Documentation	Budget
To effectively implement policies and procedures related to nutrition, health, and safety as well as ensure a prepared healthy and safe environment for children, families, and staff through training in the following areas: CACFP requirements; hand washing; toileting and diapering; sanitization; emergency procedures; evacuation plans; child abuse/neglect reporting; First Aid and CPR, confidentiality; reporting; monitoring; analyzing data; universal precautions; and medication administration.	Teachers Teacher Assistants Program Directors Family Resources Coordinator All Staff (as needed)	Education Director Nurse Head Start Director Human Resources Director Food Services Coordinator	Monthly meetings Monthly individualized training Ongoing Professional Development Institute	Staff will comply with all policies and procedures, model appropriate nutritional practices in the classroom, ensure a healthy and safe environment, and maintain appropriate data collection.	Training agendas, Professional Development Plans, Monitoring Action Plans, Compliance Reports, PIR Data, Training Calendar, ECERS scores, and required paperwork DGKHS Monitoring Action Plans Food Monitoring Audit	Staff time (overtime hours for non-exempt staff) and materials
To provide all new employees with an orientation to include an overview of program structure, effective implementation of policies and procedures, program forms, monitoring, and overview of program operations through training in the following areas: Colorado Childcare Licensing Rules and Regulations; Head Start Performance Standards; and other program regulations.	New Employees	Education Director Human Resources Generalist Program Directors	Ongoing	Staff will effectively implement licensing regulations. Staff will effectively implement Head Start Performance Standards. Staff will gain an understanding of Mile High Montessori Early Learning Centers as well as job specific responsibilities.	Training Agenda, Professional Development Plan, Site Visits, ECERS / ITERS Training Agenda, Professional Development Plan, Monitoring Plan	Staff time (overtime hours for non-exempt staff) and materials

Training Objective	Participants	Responsibility	Timeline	Outcome/Goal	Documentation	Budget
To effectively carry out roles and responsibilities of MHM Governing Bodies through training in roles and responsibilities; Head Start Performance Standards; and shared governance.	Policy Committee Board of Directors	Head Start Director	September— Board of Directors Orientation October— Policy Committee Orientation	MHM Governing Bodies will make informed program decisions.	Policy Committee Minutes Board of Directors Minutes	Staff time and in-kind volunteer time
Increase knowledge of child development and instructional practices by attending college courses and or relevant training opportunities.	All Staff	Education Director Human Resources	Monthly Ongoing	Staff will meet Head Start Performance Standards and licensing requirements.	Transcripts, Credential Tracker	\$2,500
Attend relevant conferences and workshops	All staff Parents	Head Start Director	As scheduled	Staff will increase understanding of Head Start and related fields	Conference registration, Travel Certificate	\$3,500
DGKHS New Employee Orientation	New Employees	Denver's Great Kids Head Start	As scheduled	Employees will gain a thorough understanding of Denver Great Kids Head Start.	Training Agenda, Professional Development Plan, Certificate	Staff time (overtime hours for non-exempt staff)

Program Approach Form — Grantee/Delegate Number 08CHO1119 Agency Name Wile High Montesson

I. Enrollment by Program Option
 This section should be filled out and submitted for each grantee and delegate agency.

1. Funded child enrollment by program option:					
Center-based enrollment					
Home-based enrollment					
Combination option enrollment					
Family child care enrollment					
Other option enrollment					
Total Child Enrollment					

2. Number of pregnant women enrolled for EHS: 0

II. Program Schedule
 This section should be filled out for each group of children served for different hours of service each year.

Complete #1-3 for all groups of children	1	2	3	4	5
1. Program schedule number	PD	PD	FD	ED	NV
2. Program option identification	51	102	47	53	16
3. Funded enrollment	3	6	3	6	3
Complete #4-9 for center-based, family child care, combination, and other options					
4a. Number of classes/groups/family child care settings	3.5	3.5	7.0	10.5	10.5
4b. Double session, enter D	4	4	5	5	5
5. Number of hours of classes/groups/FCC settings per child, per day	133	133	146	171	171
6. Number of days of classes/groups/FCC settings per child, per week	8	8	8	8	8
7. Number of days of classes/groups/FCC settings per child, per year					
8. Number of home visits per child, per year					
9. Number of hours per home visit					
Complete #10-13 for home-based options					
10. Number of home visits per child, per year					
11. Number of hours per home visit					
12. Number of hours per home-based socialization experience					
13. Number of home-based socialization experiences per child, per year					

Notes:

Item 1: If more than 5 different schedules, photocopy form and write in 6, 7, 8, etc.
 Item 2: Identify each program schedule as center-based (CB), home-based (HB), combination program (CO), family child care (FC), or other program option (OT). For combination options (CO and other options (OT), the items on the form that more appropriately describe the services provided by these options should be filled out

¹Funded enrollment by program option must equal the total number of children supported through the budget contained on the SF 424A and the Line-Item Budget.

**Mile High Montessori Early Learning Centers
2014-2015 Head Start Supplemental Grant Budget Narrative**

The total supplemental amount requested for grant funds for Mile High Montessori Early Learning Centers (MHM) from Denver's Great Kids Head Start is **\$71,781.95**:

- \$ 36,145.64 Program Operations
- \$ 21,279.84 COLA
- \$ 14,356.47 Non Federal Share

Included in this request are a total of 269 Head Start slots; 253 to be served through MHM centers and 16 to be served through a partnership with Warren Village, Inc.

Personnel \$45,366.13 Personnel

The proposed supplemental MHM Head Start budget is 79% staff salaries (\$45,366.13), with 89% (\$40,375.86) of staff salaries being direct program costs. These amounts reflect a 1.3% permanent COLA increase to our base salaries and to our overall salary structure. In addition these amounts reflect a new position of education coach.

Staff are allocated to the Head Start program based on a variety of factors. MHM has a capacity of 407 children, which include 40 infants, 72 toddlers and 295 preschoolers. Out of the 295 preschooler slots, 253 (86%) will be Head Start. Due to Head Start budget constraints, MHM allocates between 0% - 90% of administrative staff salaries to the Head Start budget. Preschool teaching staff are allocated between 50% - 90% to Head Start, depending on classroom program options. MHM will adhere to all Head Start salary caps.

Fringe Benefits \$12,059.35

The proposed supplemental MHM Head Start budget is 21% (\$12,059.35) for fringe benefits and employer taxes. The proposed budget consists of the following: employer Social Security Medicare tax in the amount of \$3,470.51, Worker's Compensation Insurance in the amount of \$1,000, health insurance premiums in the amount of \$5,227.84, life and disability insurance in the amount of \$1,000, employer 401K match in the amount of \$1,361 for a total of \$12,059.35.

Travel \$0

There are no Out-of-Town Travel costs planned in the supplemental Head Start budget.

Equipment Purchases \$0

There are no equipment purchases of \$5,000 or more planned in the supplemental Head Start budget.

Supplies \$0

There are no supply purchases planned in the supplemental Head Start budget. Supplies are being funded through other funding sources and donations.

Contracts \$0

MHM is partnering with Warren Village for 16 Head Start slots. The cost of this contract is covered under our original Head Start grant proposal.

Construction and Renovations **\$0**

No renovations or construction activities are supported by the Head Start budget.

Other **\$0**

There are no Other costs planned in the supplemental Head Start budget.

Unusual Situation or Special Programming

No unusual situations or special programming is supported by the supplemental Head Start budget.

Cash and Other Resources Used to Support the Project in Addition to the Federal Funds Requested and the Required Non-Federal Match

Other resources used to support our Head Start program include the Child Care Block Grant (CCCAP and TANF), the Child and Adult Care Food Program (CACFP), Denver Preschool Program (DPP) and Colorado Preschool Program (CPP).

Shared Staff, Facilities and Equipment

MHM operates its Head Start program in conjunction with early care and education programming for infants, toddlers and preschoolers. Therefore, facilities, staff, supplies and equipment, and administrative support are shared among all programs. Costs not covered in the Head Start budget are expensed in the MHM operating budget.

Legal Fees and Attorney Costs

Legal fees are budgeted in the MHM general operating budget for legal consultation regarding personnel issues and policies, and consultation regarding OCR and ADA issues. There are not any legal fees budgeted in the supplemental Head Start budget.

Training and Staff Development **\$ 0**

There are no training and staff development expenses in this supplemental grant proposal.

Non-Federal Resources **\$14,356.47**

Participation in the Head Start program requires that Mile High Montessori Early Learning Centers (MHM) contribute 25% of its total Head Start grant amount in non-federal in-kind donations. The in-kind donations can come from many sources including classroom volunteers, field trip chaperones, parent volunteers, policy council meetings or other Head Start required meetings or non-federal funds that are used to supplement Head Start funding. The in-kind donations can also come from supplies and services donated directly to the MHM program as long as the goods or services that are being donated would have been purchased by the agency for the benefit of the Head Start program. Building depreciation and other occupancy costs can also be considered in-kind as long the agency does not use federal funding to pay for the space being donated.

Non-federal resources may include the following:

- Classroom and field trip volunteering
- Family literacy sheets
- Translation services
- Painting and maintenance of the facilities
- Cleaning and maintenance of the grounds

Exhibit B-2

- Building depreciation
- Occupancy costs
- Donated supplies, including the flowers donated by King Soopers
- Foundation grants used to support the Head Start program
- Board of Directors' volunteer time to attend meetings
- Parents and community members' time to attend Policy Committee meetings
- Administrative assistance
- Services
- Mile High United Way contributions
- Denver Preschool Program income
- Colorado Preschool Program income

This is the estimated detail for the 2014/2015 supplemental grant.

Description	Amount	Budget Category
• Classroom supplies	\$14,356.47	Flowers and other classroom supplies
•		
•		
•		
•		
•		
TOTAL	\$14,356.47	

Volunteers can be parents or members of the community. The volunteer wage rate is calculated based upon the service the volunteer is providing. For example, if the volunteer is helping in the classroom, the wage rate for Teacher Assistants (current average \$11.41) is used; the Policy Committee member's rate is calculated at the salary of the Head Start Director (current average \$30.05); and the rate used for volunteers painting a classroom is the average wage rate (current average \$19.32) of our maintenance department staff. The fringe benefit rate used for in-kind calculations is the same as the Agency rate for Head Start employees.

Completion of the volunteer time sheets is the responsibility of the Program Directors and the Family Resources Assistants. Each Head Start classroom has a monthly volunteer time sheet that is filled out and signed by each volunteer. Other types of approved documentation for in-kind donations include "Family Literacy" forms and "Vouchers for Non Federal Share In-kind Contribution" forms. At the end of each month, the Program Directors or the Family Resources Assistants review the forms for accuracy and then gives the forms to the Family Resources Coordinator. The Family Resources Coordinator reviews them for completeness, reasonableness and propriety and then gives them to the Controller.

The Controller with the assistance of the Accounting Technician is responsible for calculating the dollar value of the volunteers' time, compiling all the in-kind donations by center and then reporting the information to the Denver Great Kids Head Start city office.

Non-federal resources include donated rent (the City and County's annual depreciation amount prorated based on Head Start FTE). Four early learning centers are leased from the City: Westwood, Edna Oliver, Northeast and Lowry. Other properties are leased through the Denver Housing Authority—Sun Valley, and Denver Lions Club—Rude Park and the administrative office is owned by MHM.

Exhibit B-2

Head Start also receives a portion of MHM's occupancy costs as an in-kind donation. The portion is determined by the number of FTE Head Start children to the program capacity.

In addition, MHM uses Denver Preschool Program and Colorado Preschool Program revenue as part of the in-kind donation. Denver Preschool Program revenue is received on all kindergarten bound preschoolers, with about 98% of those preschoolers also receiving Head Start services. Colorado Preschool Program (CPP) revenue can be received on infants, toddlers and preschool children. MHM will be receiving 147 CPP slots at the rate of \$335 per slot per month for September 2014 through May 2015.

MHM receives weekly donations of flowers (used in the classroom for the "Flower Arranging" Montessori lesson) from King Soopers.

Exhibit B-3

Board of Directors

Mary Elliman, Chair
Denny Dahl, Vice – Chair Emeritus
Devvy Altman, Vice - Chair
Michael Johnson, Esq., Vice - Chair
Elmo Morales, , Vice - Chair
Cody Belzley, Secretary
Cynthia Abramson
Deorah Davis
Anthony M. Ryan, Esq.
Julia Smissen
Tarik Walker, M.D.
Rodney D. Wicklund
Sonya Suhr Wolf

Community Leadership Board

Walter Isenberg, Founding Co-Chair
Sarah Rockwell, Esq., Founding Co-Chair
Carol Boigon, Chair
Steve Bachar
Bob Barnes
Susan Barnes-Gelt
Laura P. Barton
Stephen Berman, M.D
Punum Bhatia
Claudia Brett Goldin
Molly Broeren
Rita Burgess
Lisa Busse
Anne Bye Rowe
Linda Campbell
Heather Carson Perkins
Steve Dayney
Marlene DeLaRosa
Martha Devine
Elaine Gantz Berman
Rebecca & Ken Gart
Lucia Guzman
Dale Harris, Esq.
Chris Henderson
Bruce Hoyt
Angela Hutton-Howard
Gwinavere Johnston
Cyndi Kahn
Maureen Kelly Barker
David Koff
Peggy Lehmann
Scott L. Levin, Esq.
Doug Linkhart
Monique Lovato
Dean Martinez
Carole & Jim McCotter
Jill & Patrick McNellis
Paul Melinkovich, M.D.
Terry Minger
Kristen L. Mix, Esq.
Judy Montero
Zachary T. Neumeyer
Adele Phelan
Dean Prina, M.D.
Megan Rogers
Frank Schuchat, Esq.
Eva P. Slattery
Martha Solis-Turner
George Sparks
Helen Thorpe

May 21, 2014

Al Martinez, PhD, Director
Denver Great Kids Head Start
201 W Colfax Ave # 1107
Denver, CO 80202

Dear Dr. Martinez:

In response to your email of May 16, 2014, Mile High Montessori Early Learning Centers (MHM) is submitting its exhibit submission for the quality teaching dollars for July 1, 2014 – June 30, 2015. Our budget will reflect \$24,530 which will be used for quality teaching.

\$8,530 will be used for teachers, teacher assistants and program directors towards continuing education and classes/seminars around professional development, including.

- Two program directors working towards BA degrees
- Classes/seminars around professional development
- Continuing education courses for staff

\$16,000 will be used for 4 days of Professional Development throughout the year. (This will be for subs and overtime)

- Training on CLASS in each area, Math and Montessori
- Sub cost is \$21.00 an hour/\$168.00 a day plus fee for background check and fingerprints

We appreciate this opportunity to begin our 18th year of serving Head Start children and look forward to your assistance and support in the coming year.

Sincerely,

Lolita A. Ray, Head Start Director

Cc: Lindsay Neil, Executive Director, Children's Affairs
Pamela Harris, President & CEO, Mile High Montessori Early Learning Centers

EXHIBIT C

Calendar of Times and Days of
Operations.



Exhibit C

**Mile High Montessori Early Learning Centers
2014-2015 Head Start Program Calendar**

Part-day 8:00 am-11:30 am/12:30 pm-4:00 pm
September 8, 2014-May 28, 2015

Full-day 8:30 am-4:00 pm
September 8, 2014-May 29, 2015

Extended-day 7:15 am-5:45 pm
October 1, 2014-June 26, 2015

**Closures/Holidays:
2014**

June 30 -July 4	Summer Break
September 1	Labor Day
October 20	Professional Development
November 10	Professional Development
November 27 & 28	Thanksgiving
December 22- January 2	Winter Break

2015

January 1	New Years Day
January 19	Martin Luther King Jr. Day
January 30	Professional Development
February 16	Professional Development
March 30- April 3	Professional Development Week
April 13	Professional Development
May 25	Memorial Day

Warren Village 9:00 am-4:30 pm
October 1, 2014-June 26, 2015

**Closures/Holidays:
2014**

July 4	Independence Day
September 1	Labor Day
September 20	Professional Development
November 15	Professional Development
November 27 & 28	Thanksgiving
December 24-26	Winter Break

2015

January 1	New Years Day
January 19	Martin Luther King Jr. Day
May 25	Memorial Day

EXHIBIT D

Schedule for submission of reports.

Exhibit D
 Denver Great Kids Head Start
 Program Year 17 Report Schedule

	Report Name and Description	Due Date
Family Services	Policy Council Delegate Report; Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	Program Information Report (PIR); Annual ACF Report	August 15, 2014
	Abbreviated PIR;	December 15, 2014 and March 15, 2015
	Head Start data for Management Information System; Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior
Financial	Variance Report; includes spending categories of federal and non federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,00.00 charged to Head Start.	Last business day of each month for the previous month
	USDA Reimbursement Report; Report of reimbursement from USDA for Head Start Children only.	Last Business day of October , January, April and July
	Administrative and Development Costs; Report by category of all administrative and development costs.	Last Business day of October , January, April and July
	Program Budget PY 19; GABI upload of Program Year 19 budget.	February 9, 2015
	Single Audit Report; Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	Inventory Report with Certification of Physical Inventory; Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2014
	Certificate of Insurance; Accord Insurance form designating appropriate insurance coverage.	July 31, 2014
	Budget Projection; Month by month spending forecast by designated categories.	July 31, 2014
Grantor Admin Reports for Delegate Agencies	Monitoring Reports/Plans; Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	Mid Year PIR & questions; Tracks progress on key Head Start Metrics	2 times a year; December 15th and March 15th
	Program Design and Management Report; Outlines Program Design and Management meeting discussion, includes strengths, recommendations and sections needed for improvement.	Submitted to delegate agencies within 30 days of Program Design and Management Meeting
	Community Assessment Update; Head Start Requirement, completed every 3 years with an annual update	1-Dec-14
	Head Start Annual Report; Head Start requirement	Due in September
	Policy Council Minutes; Approved Policy Council minutes in English and Spanish	Last business day of month following meeting
on	Teacher Qualifications Report; Report Education Levels of Teaching Staff.	December 15 & March 15

Exhibit D
 Denver Great Kids Head Start
 Program Year 17 Report Schedule

Educatic	Child Assessments; Child outcomes information submitted to TS GOLD	October 31, February 22, 2014 and June 28, 2014
Delegate Admin Reports for Grantee	Self Assessment; Self Assessment Plan, findings, analysis and action plans	February 1, 2013
	Policy Committee/Council Members Rosters; Policy Committee/Council monthly minutes	When replacements, upon elections
	Policy Committee/Council Minutes; Approved Policy Committee/Council monthly minutes	Last business day of the month following meeting
	Delegate Grant Application; For funding purposes	January 30, 2014
	Final Grant Application, Budget, and GABI; Constitutes basis of funding request	1-Apr-14
	Personnel; Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July
Vendor Agency Special Reports	Classroom Contact Hours; Tracks level of services to Head Start Children	monthly; end of month
	Abbreviated PIR; Health/Dental Screenings and follow up and Staff and Parent Training Report; Head Start requirement to track health metrics for PIR and for staff training efforts	monthly; end of month

EXHIBIT E

Certificate of Insurance.



CHERRY CREEK
INSURANCE GROUP

5660 Greenwood Plaza Blvd, Ste 500
Greenwood Village, CO 80111

P = 303 799 0110

800 777 5035

F = 303 799 0156

May 22, 2014

City and County of Denver
Denver Head Start
Al Martinez
201 W Colfax Ave, Dept 1101
Denver, CO 80202


Re: Commercial Package; Umbrella; Professional Liability, Sexual Abuse Liability, and Student Accident
Carriers and Numbers: Philadelphia Insurance Company
PHPK1035760 (effective 6/30/13 to 6/30/14) and AIG Insurance
SRG9493168 (effective 7/16/13 to 07/16/14)

Dear Al,

This letter is to advise you that the insured, Mile High Montessori and the insurance carriers noted above, intend to renew coverage for the policy period 6/30/14 to 6/30/15 package & umbrella) and 7/16/14 to 7/16/15 (student accident).

Please let me know if you have any questions.

Sincerely,


Becky Dorr
Account Executive
720.212.2026 Direct



CERTIFICATE OF LIABILITY INSURANCE

MILEH-0

OP ID: BD

DATE (MM/DD/YYYY)

01/31/2014

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 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 Cherry Creek Ins. Agency, Inc. Suite 500 5660 Greenwood Plaza Blvd. Greenwood Village, CO 80111 Cherry Creek Insurance Agcy		Phone: 303-799-0110 Fax: 303-799-0156	CONTACT NAME: Becky Dorr PHONE (A/C, No, Ext): 720-212-2026 E-MAIL ADDRESS: BeckyD@thinkccig.com FAX (A/C, No): 303-799-0156
INSURED Mile High Montessori ELC Debra Houdelette 1780 Marion Street Denver, CO 80218		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: Pinnacle Assurance INSURER C: Chartis Insurance INSURER D: INSURER E: INSURER F:	
		NAIC # 41190	

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

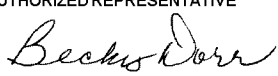
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	PHPK1035760	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Abuse/Molestation						PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> Professional			PHPK1035760	06/30/2013	06/30/2014	GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY	X	X	PHPK1035760	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB424624	06/30/2013	06/30/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0875922	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
C	Student Accident				07/16/2013	07/16/2014	Medical 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City and County of Denver, its elected and appointed officials, employees and volunteers are additional insured as respects the Commercial General Liability and Business Auto Policies.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Denver Great Kids Head Start 201 W Colfax Ave Dept 1101 Denver, CO 80202	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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EXHIBIT F

Site Locations.

Exhibit F



MHM Early Learning Centers Directory

Edna Oliver Montessori Early Learning Center

2851 Tremont Place, Denver, CO 80205
Phone: 303.295.2011

Director: Mindy Rodriguez

FRA: Sherice Robinson

Hours: 7:00 AM – 6:00 PM

Lowry Montessori Early Learning Center

1957 Ulster Way, Denver, CO 80230
Phone: 303.340.1296 or 303.364.3407

Director: Vivian Bean-Haynes

FRA: Lovette Lindsay

FRA: Stacia Harris

Hours: 7:00 AM – 6:00 PM

Rude Park Montessori Early Learning Center

1275 Decatur St., Denver, CO 80204
Phone: 303.629.6785

Director/FRA Cecilia Reyes

Hours: 7:00 AM – 6:00 PM

Sun Valley Montessori Early Learning Center

990 Alcott Street, Denver, CO 80204
Phone: 303.534.5121

Director/FRA Anne Watkins

Hours: 7:30 AM – 4:00 PM

Westwood Montessori Early Learning Center

980 South Lowell Blvd., Denver, CO 80219
Phone: 303.922.1123

Director: Kathy Baker

FRA: Brenda Torres

FRA: Arlet Haro

Hours: 7:00 AM – 6:00 PM

Warren Village

1323 Gilpin St., Denver, CO 80218
Phone: 303.321.2345

Director: Brett Dabb

FRA: Shawn Taylor

Hours: 7:00 AM – 6:00 PM

EXHIBIT G

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

DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

[Sec. 20-76. Payment of prevailing wages.](#)

[Sec. 20-77. Debarment from city contracting due to certain violations of law.](#)

[Sec. 20-78. Requirements before payment to contractors.](#)

[Sec. 20-79. Division constitutes part of all contracts.](#)

Sec. 20-76. Payment of prevailing wages.

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any public building or public work and the work of landscaping that is not performed in connection with the construction or renovation of a public building.
- (b) *Contract specifications.* The specifications for every contract in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any public building or public work, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. section 49-171 et seq., or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the contract. However, as to contracts in effect as of March 1, 2011, future increases in supplemental wage rates for the heavy construction, highway construction and building construction trades approved and published by the career service board shall not become mandatory on the contractor or subcontractors until the second anniversary of the date of publication of the increased supplemental wage rates by the board. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Notwithstanding the foregoing, the city

may determine and may expressly provide in the context of specific service agreements that the city will reimburse the contractor at the increased prevailing wage rate(s). Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

(c) *Determination of prevailing wages.*

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

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

(d) *Mandatory contract provisions; enforcement.*

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

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

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

of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.

- (6) It shall further be provided in such contract that the copy of the payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract, either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
 - (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each week, or portion thereof, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
 - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
 - (2) The penalty shall be twenty dollars (\$20.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - (3) The penalty shall be thirty-five dollars (\$35.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (4) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
 - (5) The determination of the auditor as to the imposition and amount of the penalty shall be reviewable as follows:
 - a. Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions

of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.

- b. The auditor shall designate as a hearing officer a person retained by the city for that purpose.
- c. The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
- d. Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
- e. The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
- f. Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

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

Sec. 20-77. Debarment from city contracting due to certain violations of law.

- (a) *In general.* A contractor shall be subject to debarment and disqualification from the award of any contract upon a determination that grounds for debarment exist as provided in this section.
- (b) *Definitions.* As used in this section:
 - (1) *Contract* shall mean a contract or a purchase authorization between the city and a contractor for construction, alteration, improvement, repair, maintenance or demolition of any public building or public work by or on behalf of the city, or for any agency of the city, or financed in whole or in part by the city or any agency of the city, and includes subcontracts.
 - (2) *Contractor* shall mean a contractor, subcontractor or supplier of any tier under a contract.
 - (3) *Debarment board* or *board* shall mean a board consisting of the manager of public works, the manager of aviation, the manager of general services, and the auditor.
- (c) *Grounds for debarment.* As used in this section, "grounds for debarment" shall mean the occurrence within the three (3) years immediately preceding a report as provided in subsection (d) of:
 - (1) A willful failure or refusal of a contractor to pay prevailing wages in violation of section 20-76. In any proceeding arising under this section, a "willful failure or refusal" may be proven by evidence that the contractor has intentionally or repeatedly paid less than the required

prevailing wage(s), either under the same contract or under two (2) or more contracts, including subcontracts.

- (2) Intentional or repeated violations of the obligations imposed upon the contractor by contract provisions that substantially conform to the requirements of subsection 20-76(d).
 - (3) Any suspension or termination of a contract by the city or any agency thereof due to a violation of section 20-76.
 - (4) Any violation of any applicable city or state law establishing journeyman to apprentice ratios for the performance of work distinctive to a specific craft or trade or requiring licensing for the performance of any type of construction work, when such violation occurred in the course of a contract, and when such violation demonstrates an intent by a contractor to evade the requirements of section 20-76 for the payment of prevailing wages.
 - (5) The term "grounds for debarment" shall not include any isolated or insubstantial violation of law that is promptly corrected by a contractor in accordance with the requirements of the city.
- (d) *Reports to debarment board.* The auditor and any other official of the city responsible for enforcing the laws set forth in paragraph (4) of subsection (c) of this section, or for the administration of the contracts of the city shall promptly report to the debarment board in writing any grounds for debarment coming to the attention of the auditor or such other official.
- (e) *Debarment investigation; notice to contractor.*
- (1) Following the receipt of a report of grounds for debarment under subsection (d), the debarment board shall conduct an investigation. The board may call upon the mayor's office of contract compliance to assist in such investigation, and the mayor's office of contract compliance shall cooperate with the board if so requested. After the board has made an initial investigation of the facts and circumstances underlying the report, the board shall send a written notice of investigation to the contractor against whom the report was made. Such notice shall be sent by certified mail, return receipt requested, and shall contain a concise statement of the report and the underlying facts and circumstances as they appear to the debarment board at the time of the notice. The notice shall inform the contractor that it has twenty (20) business days in which to respond to the board in writing.
 - (2) The contractor's response shall include a statement of the following:
 - (i) Which, if any, of the facts cited in the notice the contractor does not contest;
 - (ii) Any facts not included in the notice which the contractor believes to be relevant to the investigation;
 - (iii) The contractor's statement of the facts and circumstances relevant to the report and investigation; and
 - (iv) Any mitigating factors related to the grounds for debarment.
 - (3) After receipt of the contractor's written response, the debarment board shall meet with the contractor to discuss and review the facts and circumstances relevant to the report under investigation. The board may meet more than once with the contractor during the investigation. The contractor may be represented by counsel at such meeting(s), and may present documentation and exhibits to the board for the board's consideration.
 - (4) It is not the intent of this subsection (e) that the debarment board shall conduct informal or formal hearings during the investigation, but rather that the contractor against whom the report is made shall have the opportunity to be notified of the investigation and to present information relevant to the report. If a contractor does not timely respond to a notice of investigation sent under this subsection (e), the board shall proceed with the investigation.
- (f) *Determination of debarment.* Following the investigation under subsection (e) of this section, and after consultation with the city attorney, the debarment board may determine that no further action is required, or may debar a contractor from consideration for any contract upon the affirmative vote of

at least three (3) members of the board for a period of up to three (3) years. If the board determines to debar a contractor, then the board shall send a written notice of debarment by certified mail, return receipt requested, to the contractor, and the notice shall inform the debarred contractor of the right to appeal the decision administratively in accordance with subsection (h) of this section.

- (g) *Effect of debarment determination.* A debarment determination shall take effect thirty (30) days after the contractor receives notice of the determination unless an appeal is filed during that time in accordance with subsection (h) of this section. After the debarment decision takes effect, the contractor debarred shall remain debarred unless a court or the board orders otherwise or until the debarment period specified in the determination expires. A debarment shall disqualify the contractor from the award of any contract during the period of debarment, and shall be binding upon any and all city departments and agencies responsible for the award of contracts.
- (h) *Appeals.*
- (1) Any contractor who disputes any determination of debarment made pursuant to this section may petition the debarment board for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
 - (2) The debarment board shall designate a hearing officer to hold such hearing, and shall be represented before the hearing officer by the city attorney.
 - (3) Such petition shall be filed in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the board. The petitioner shall bear the risk of non-persuasion, and the standard of proof shall conform to that in civil, non-jury cases in state district court.
 - (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order of the hearing officer and may be reviewed under Rule 106(a)(4), C.R.C.P. by the petitioner or by the city.
 - (5) The district court of the second judicial district of the state shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) C.R.C.P.
 - (6) Any appeal of a debarment determination shall automatically stay the effect of the debarment until the appeal is finally resolved.
- (i) *Debarment list.* The debarment board shall maintain a list of any and all contractors debarred in accordance with this section and shall promptly notify the auditor, the mayor, the city council, the manager of public works, the manager of aviation, the manager of parks and recreation, and the manager of general services of any additions or deletions to the debarment list.
- (j) *Mandatory contract provision.* Every contract shall contain a provision prohibiting the contractor from hiring any subcontractor that is currently debarred by the city in accordance with this section.
- (k) *Other remedies preserved.* The operation of the debarment process under this section 20-77 shall not preempt or supersede existing remedies or penalties for violation of prevailing wage, building code or other city laws and regulations, or other discretionary activities of appropriate city officials with respect to contract issues that may be provided by law.
- (l) *Guidelines; rules and regulations.* The debarment board is authorized to promulgate guidelines and rules and regulations as may be necessary to effectuate the purposes of this section 20-77.

(Ord. No. 581-03, § 1, 7-14-03)

Sec. 20-78. Requirements before payment to contractors.

No warrant or demand for payment to any contractor under any such contract shall be drawn or allowed by the manager of finance unless such contractor shall have filed with the auditor the reports and statements required by section 20-76(d) nor while any such contractor or any subcontractor under the contractor shall be in default in the payment of such wages as are required by the contract.

(Code 1950, § 161.1F; Ord. No. 656-06, § 2, 10-9-06)

Sec. 20-79. Division constitutes part of all contracts.

The provisions of this division shall constitute a part of every contract of employment between every contractor or subcontractor and any employees performing work covered by the provisions of this division.

(Code 1950, § 161.1G)