

10-637

**AGREEMENT for Head Start Services for Program Year 2010-2011**

## A G R E E M E N T

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**, a Colorado not-for-profit corporation, whose address is 900 Grant Street, Denver, Colorado 80203 (the "Contractor").

**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. "CFR" means the Code of Federal Regulations.
- B. "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.
- C. "HHS" means the United States Department of Health and Human Services.
- D. "ACF" means the Administration For Children, Youth and Families.
- E. "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).
- F. "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.
- G. "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.
- H. "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.
- I. "Subdelegate" means any entity retained by Contractor, by written agreement, to provide a designated level of Head Start services on a professional basis for Denver and does not include entities retained to provide goods, services or supplies under this Agreement.
- J. "Subcontractor" means any entity other than a Subdelegate that furnishes, to the Contractor or its Subdelegates or Vendors, services (other than Head Start

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professional services), goods or supplies under this Agreement.

**K.** "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.

**L.** "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.

**M.** "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).

**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 entities retained to provide goods, services or supplies under this Agreement.

**2. COORDINATION AND LIAISON:** The Contractor will, during the term of this Agreement, fully coordinate all services hereunder with the Director of the Denver Head Start Office (the "Director" and the "Head Start Office" respectively) or such other City representative as may be designated by the City.

**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 2010-2011.

**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 46 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, 2010, and will expire on December 31, 2010 (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 other representative designated by the City, the Contractor shall diligently provide the Services described on Exhibit A and fulfill the obligations contained in this Agreement and 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.

## 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 Six Hundred Sixty Four Thousand Eight Hundred Twelve and 00/100 Dollars (\$664,812.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to federal funds received for the Head Start program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by 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 One Hundred Sixty Six Thousand Two Hundred Three Dollars and Zero Cents (\$166,203.00) as set forth in more detail in Exhibit B. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the 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 2010-2011, HHS may issue only a partial financial award for program costs for Program Year 2010-2011. 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.

It is expressly understood and agreed that the obligation of the City to make payments to Contractor will only extend to monies appropriated by the United States Government and the Denver City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement. The Contractor acknowledges that (1) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (2) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

I. **Maximum Contract Liability.** Any other provision of this Agreement notwithstanding, in no event will the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the Maximum Contract Amount. The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work other than the work described herein, and that any work performed by Contractor beyond that specifically described is performed at the Contractor's risk and without authorization under this Agreement.

## 8. REPORTS:

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

**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;

(1) **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;

(2) **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;

(3) **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.

(4) **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;



(5) **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;

(6) **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;

(7) **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.

(8) **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 duly authorized representative of the City or authorized agent of the federal government will, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

**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

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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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. 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, Contractor 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) **Subcontractors and Subconsultants:** All 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 subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such 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 shall maintain per claim limits of \$5,000 Accidental Death, \$10,000 Dismemberment; and \$25,000 Expense for participants in the Head Start Program. This policy will cover each insured person while participating in Head Start Program activities which are sponsored by, under the direct supervision of, and while on the designated premises of the Contractor.

(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. LIABILITY:** Each party to this Agreement shall be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of this Agreement.

**16. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.* Likewise, the Contractor, as a public entity is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

**17. TAXES, LATE CHARGES, AND PERMITS:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional

amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor hereby represents that it is exempt for the payment of taxes, state or federal sales, use, withholding, excise, personal property, value-added or similar taxes, assessments of any nature; however, any applicable taxes required by current local, state or federal laws, hereafter enacted or amended, the Contractor shall promptly pay when due, all such 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, utilized by the Contractor in performing services under this Agreement, including City-owned land, facilities, improvements, or equipment.

#### **18. ASSIGNMENT AND SUBCONTRACTING:**

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

**B. By the Contractor.** The Contractor will not assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Director's prior written consent. Any attempt by the Contractor to assign its rights or obligations or subcontract performance obligations without the Director's prior written consent will be void and, at the Director's option, automatically terminates the Agreement. The Director has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and the Subdelegate, sub-consultant or subcontractor or assignee. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

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.

#### **19. 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 Noncompliance 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 19.

**20. 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.

**21. OTHER GROUNDS FOR TERMINATION:**

**A. By the City.**



1. The City may otherwise 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 may further 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 may 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 herein will be construed as giving 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 without cause the Contractor will be compensated for work requested and satisfactorily performed. Upon termination of the Agreement by the City, 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 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.

## 22. PROCUREMENT:

**A. Services and Supplies.** Procurement of Services and supplies will be made objectively and independently, free of conflict of interest. The Contractor will spend Grant funds in a way that serves the public interest and honors the public trust. "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.

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

**24. 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.

**25. COMPLIANCE WITH APPLICABLE LAWS:** By its signature below, the Contractor assures and certifies that it will comply with all applicable Federal, State and City laws, ordinances, codes, regulations, rules, executive orders, and policies 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, and 92;

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

F. 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;

G. "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;

H. 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;

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

J. 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, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

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

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

M. 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

N. 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**.

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

1. This Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and the Consultant is liable for any violations as provided in the Certification Statute.

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 either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the "Department Program"), 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 will not knowingly employ or contract with an illegal alien to perform work under the Agreement.

b. It will not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Consultant that it will 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 either the E-Verify Program or the Department Program.

d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

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

**26. 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.

**27. 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.

**28. NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices shall be given as follows:

By Contractor to: Director, Denver's Head Start Office  
201 West Colfax Avenue, Dept. 1105  
Denver, Colorado 80202

And by the City to: Att'n: Executive Director  
School District No. 1 in the City and County of Denver  
and the State of Colorado  
900 Grant Street  
Denver, Colorado 80203

Said notice shall be delivered personally during normal business hours to the appropriate office, above, or by prepaid U.S. Certified Mail, Return Receipt Requested. Mailed notice shall be deemed effective upon deposit with the U.S. Postal Service. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered but such substitutions shall not be effective until actual receipt of written notification.

**29. DISPUTE RESOLUTION:**

**A.** 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.



**B.** This Dispute Resolution clause does not preclude consideration by the Director's designated representative of questions of law in connection with the procedure outlined in paragraph A above, provided that nothing in this Agreement will be construed as making final the decision of the Director's representative on a question of law.

**30. 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.

**31. 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 of 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. (2009), 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.

### 32. 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.

**33. 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.

**34. 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.

**35. 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 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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

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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.

**41. 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.

**42. CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been fully approved and executed by all signatories of the City and County of Denver.

**43. 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.

**44. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

***Balance of page intentionally blank.***

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**ATTEST:**

**CITY AND COUNTY OF DENVER:**

By: \_\_\_\_\_  
STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

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

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_  
Executive Director, Mayor's Office for Education and Children

By: \_\_\_\_\_  
Director, Head Start Office

**APPROVED AS TO FORM:**

DAVID R. FINE, City Attorney for the City and County of Denver

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance

By: \_\_\_\_\_  
Assistant City Attorney

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

Contract Control No. GE00332

"CITY"

**APPROVED AS TO FORM:**

Attorney for School District No. 1 in the City and County of Denver and the State of Colorado

**SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**

Taxpayer (IRS) I.D. No. \_\_\_\_\_

By: \_\_\_\_\_  
Assistant City Attorney

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

Attorney for School District No. 1 in the City and County of Denver and State of Colorado

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

Title: \_\_\_\_\_

"CONTRACTOR"

Exhibit list follows this page

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

1. Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2010-2011.
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.

**Denver Public Schools Head Start  
Abbreviated Continuation Application  
For Program Year 2010-2011**

**A. Objectives, Need for Assistance, and Geographic Area**

Denver Public Schools (DPS) serves as a delegate agency for Denver’s Great Kids Head Start (DGKHS) Grantee in the City and County of Denver. Denver Public Schools Head Start (DPSHS) facilities are located throughout the Denver area and the service area of DGKHS. The DPSHS program is committed to providing high quality services to those families who are most in need, regardless of race, ethnic background, English proficiency or special needs. DGKHS utilizes the *Denver’s Great Kids Head Start, 2009 Community Assessment Update (CA)*, statistics from the DPS Department of Planning and Analysis, and data from the Colorado Department of Labor and Employment to ensure the appropriate implementation of services in areas of greatest need. DPSHS currently serves 285 Head Start (HS) children with a funded enrollment of 285 including expansion slots. Last program year DPSHS was funded for 255 children and served 284 total children in FY2009 including drops and adds.

In the chart below, the 2009-2010 ethnic percentage break-down of students enrolled in Denver Public Schools Head Start (DPSHS) is listed. The ethnic percentage breakdown of students enrolled in Grades ECE through five from the October 1, 2008, Denver Public Schools (DPS) Department of Planning and Analysis, Summary of Membership Count by Ethnicity, is also reflected in the chart below.

<b>Ethnicity</b>	<b>DPSHS Percent</b>	<b>DPS ECE through Grade 5 Percent</b>
Latino	52%	54%
European American	4%	28%
African American	38%	14%
Native American	0%	1%
Asian/Pacific Islander	0%	3%
Bi-Racial or Multi-Racial	6%	Category not available

Based on information gathered in the 2008-2009 Program Information Report (PIR), the majority of students served by DPSHS are of Latino Origin. Based on the data a high need for services for the Latino population continues to be an important factor to consider in program planning. According to the *Denver’s Great Kids Head Start, 2009 Community Assessment Update (CA)* 63 % of children enrolled in DGKHS are of Hispanic or Latino Origin and 38% of children speak Spanish as their most prevalent language.

The Colorado Labor Force Data shows a 6.9% rate of unemployment in Colorado in November 2009, compared to a national rate of 10%. According to Donald J. Mares, Executive Director of the Colorado Department of Labor and Employment, "Unemployment rate fell one tenth of one percentage points in November... Over-the-month job growth, while slight is positive news after months of job declines." Preliminary estimates from the Colorado Department of Labor and Employment show that in the Denver Metro area 52,700 fewer were employed in November 2009 than in November 2008.

Increased unemployment indicates a continued need for Head Start services in Denver. It also indicates that more families will be seeking the benefit of services from the current providers of nutrition and social services and community resources. Anecdotal evidence received by the DPSHS staff supports this trend as parents report increased difficulty in accessing housing and clothing for their families.

For program year 2010-2011 it is anticipated that there will be no significant changes in demographics or social service needs that will reduce the need for Head Start services in the Denver community. The current programming will continue as there have been no significant changes in the areas of other child development programs, disabilities, education, and health services. Based on current full enrollment there is a continued need to provide services to Head Start children in the schools where they are currently served. The Mar Lee and Montbello neighborhoods which are now served by DPSHS saw the largest absolute growth in vulnerable children between 2001 and 2006 as indicated in the CA. As the number of families in poverty increases due to economic conditions, including rising unemployment, there is a need to serve additional children in the Head Start program.

## **B. Program Options**

There are no anticipated changes in program options, hours, number of children served, or curriculum. It is anticipated that all classes will meet six and a half hours per day with eight classes meeting five-days per week and nine classes meeting four-days per week. Class is not held six Fridays per year to provide Head Start staff development and planning time to teachers and paraprofessionals.

The neighborhood school at Philips Elementary will be closed at the end of the 2009-2010 program year. It is anticipated that the future Head Start qualified students from the Philips' neighborhood will attend the Head Start program at Smith Elementary. At Ford Elementary there are currently four Head Start classrooms. For the 2010-2011 program year three Head Start classrooms will be located at Ford Elementary. One Head Start classroom from Ford and one from Philips will be moved to McGlone Elementary where 92% of students are qualified for free lunch. Both Ford and McGlone are located in the Montbello community, an area of high need where few services are located.

During the 2009-2010 program year no school bus transportation was provided for children. Alternate provisions for transportation such as Regional Transportation District bus passes was arranged for families in need of transportation assistance.

### C. Program Accomplishments

- DPSHS child outcome report for 2008-2009 indicated that the average level of proficiency for four-year-olds in each of the domains observed on the *Work Sampling for Head Start Children* was 88% to 98%. In the areas of literacy, language and math students demonstrated an average level proficiency of 91-94%.
- Low staff turnover increases the quality of DPSHS. From September 2008-through May 2009 there was no staff turnover at DPS Head Start. During the summer between the 2008-2009 and 2009-2010 school years there was no turnover for teachers, family liaisons or coordinators, and only one paraprofessional shifted positions.
- Blended funding provides full-day Head Start services to all DPSHS classrooms. In these classrooms federal grant dollars for the Early Reading First (ERF) program, state-legislated preschool dollars through the Colorado Preschool Program and locally generated, voter-approved, city sales tax revenues are combined with Head Start dollars to fund the program for Head Start children and families. DPSHS staff, children and families benefit from both the full-day blended funding and additional resources provided by these sources. ERF-Head Start classroom staff benefit from additional coaching in literacy and developmentally appropriate practice from the Early Reading First coaches. As recipients of the Colorado Preschool Program dollars, DPSHS participates in the state-wide initiative, Results Matter, to collect outcome data on children across Colorado. This data informs practices with children in classrooms. Contributing child data to this initiative ensures that the strengths and needs of DPSHS children are integrated into state data which informs early childhood policy development for the Colorado Department of Education. DPSHS classrooms are eligible for quality improvement grants generated through Denver Preschool Program which is funded through city sales tax. The grants and additional resources enhance the services provided to Head Start children and families.
- Over 50% of DPSHS parents attended health and safety training during the 2008-2009 program year. The DPSHS Health Coordinator (HC) and DPSHS Family Service Coordinator (FC) provided health and safety training to 130 parents in the 11 schools where DPSHS classrooms were located. The sessions continue to be offered during the 2009-2010 program year. Each family attending a session receives a home first aid kit. Through demonstration of the supplies contained in the first aid kit the HC helps parents identify which types of medical emergencies can be addressed effectively in the home, which require additional medical follow up and which are 911 calls. The medical aspects of hygiene and effects of second



hand smoke are included in the practical and informal discussion. The DPSHS Family Services Coordinator (FC) shares information about fire safety, poison control, lead poisoning, and home safety tips with parents during the session. "Keeping Your Child Safe", developed by the FC integrates resources from the Department of Education, the Department of Health and Human Services, Poison Control and other agencies into a one-page handout of steps parents can use to implement and monitor safety practices in their own homes. Additional resources are available on site for parents desiring in-depth information on the topics covered.

- During the 2008-2009 program year the HC provided nutrition training to 111 parents in schools where DPSHS classrooms were located. The nutrition sessions continue to be offered during the 2009-2010 program year. Three dimensional representations of fat and muscle are a starting point for conversing with parents about their own and their family's food habits. During the sessions parents ask questions about the nutritional value of frozen, canned and organic food. Test tubes containing the quantity of fat and sugar in familiar foods generate extensive discussion. The final segment of the meeting provides parents with opportunities to investigate food labels and identify the salt, sugars and fats in meal items. With the increasing rate of obesity in the country, marketing efforts of food companies and 12% of children enrolled in the DPSHS program in the 2009-2010 school-year categorized as obese, the nutrition education meets a significant need of the DPSHS families.
- DPSHS was asked to spotlight its relationship with the DPS Education Outreach Program (EOP) at the National Association for the Education of Homeless Children and Youth Conference in November 2009. DPSHS works closely with the EOP, which serves children and families who are homeless. The staff at EOP and Head Start work together to identify and enroll homeless children in Head Start. DPSHS family service staff members communicate with the EOP staff before school begins to determine if there are any children who are homeless in need of services in our service area. During the year as children transition out of Head Start classrooms, EOP staff members are contacted to see if they have any preschool children in need of services. In the 2008-2009 program year DPSHS served 11 children who were homeless. In January 2010 DPSHS has enrolled six children who are homeless.
- A seamless curriculum ECE through ninth grade in Math and Literacy has been implemented in DPS. The DPS-developed Curriculum Instructional Planning Guides in literacy (ECE through grade nine) and Everyday Mathematics curriculum (ECE through grade five) are aligned to Colorado's state standards and college entrance requirements. The DPS Literacy Instructional Planning Guide (Planning Guide) and Everyday Mathematics contain specific grade level expectations identified from ECE to high school that support the Colorado Model Content Standards. These curricular materials are utilized in Denver Public Schools from ECE through high school and are linked in a developmental

continuum which builds on previous knowledge. Big ideas or concepts to guide children’s learning, classroom materials and activities, and information about the teacher’s role are also included in the Planning Guides and the Everyday Mathematics curriculum.

- In the 2008-2009 school year, PIR data for DPSHS indicates that 51% of families indicated their primary language was Spanish. In the current program year, 17 out of 45 DPSHS staff members are bilingual or utilizing resources to learn to speak Spanish. Sixteen staff members are bilingual, one attended Spanish class during the current program year.
- Denver Public schools serves over 13,600 English Language Learners (ELL). Eighty-seven percent of the ELL speak Spanish. The district web site describes the services provided to English language learners as follows. “English language learners are provided services through either a *Transitional Native Language Instruction (TNLI)* model or an English as a Second Language (ESL) model. Components of the transitional native language instruction model include native language instruction in Spanish, supported English content instruction, and English language development. Components of the ESL model include supported English content instruction and English language development.” Six of the schools served through DPSHS use the TNLI model and five are served through the ELA model. In all TNLI schools, classroom teachers at each grade level have passed the Spanish Language Proficiency exam (SLP) or another district approved language proficiency test. In four of the DPSHS classrooms children receive services in Spanish in TNLI classrooms. In all DPSHS schools using the ESL model, the resource teacher has met the qualifications of the SLP or another district-approved language test. Twelve of the fifteen teachers in DPSHS have completed course work in ELA.

**D. Goals and Objectives**

These goals target school readiness as outlined by the report of the DPS Task Force on Early Education and School Readiness (2005). The areas are *Ready Child, Ready Family, Ready Community and Ready School*. The goals and objectives below are intended to support staff, families and children in being ready for school.

**C1. 2008-2011 Long-range/Short-range Program Goals and Objectives**

**Goal I: Family Literacy**

**Goal I, Objective1: To develop a framework of education and resources to support linguistically and culturally responsive family literacy strategies for families and staff;**

Goal I, Objective 1	Benefits/Results Expected	Measurements/Data Collected
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To foster the use of developmentally appropriate parent/child activities through parent meeting topics.		Improved child outcomes in literacy and language development  Increased understanding by parents in their role as the primary educator		<i>Work Sampling for Head Start</i>  Records of time spent in at-home activities for children  Parent meeting attendance  Parent meeting schedules		
School Year	Student Fall/Spring Gains			Hours on Parent/Child Home Activities	Language and Literacy Focused Parent Meetings	Parents attending Language and Literacy Focused Parent Meetings
	Language	Literacy	Math			
07-08 Base-line	57% to 90% gain of 58%	53% to 92% gain of 74%	52% to 92% gain of 77%	10,022 hours, average of 39 hours per family	14	183
08-09	54% to 91% gain of 68%	53% to 94% gain of 77%	52% to 92% gain of 77%	9,738 hours, average of 38 hours per family	14	204
09-10	Data for current year is being collected and will be aggregated in next year's grant application.					

**Goal I Objective1:** DPSHS will maintain or increase the fall/spring gain in math, language and literacy; the time invested in parent/child home activities; and the number of and attendance at language and literacy focused parent meetings during the 2008-2009, the 2009-2010 and the 2010-2011 grant years.

Based on information in the table above, fall/spring child gains in language and literacy increased between the 2007-2008 program year and the 2008-2009 program year. Gains in math were maintained for the same period. Parents documented one hour per family decrease parent/child home activities. The same number of parent meetings occurred, but attendance increased. The DPSHS program is on track to address the individualization goals as measured by five of the six indicators. The small decrease in homework time is being be monitored by the DPSHS Coordinators during the current program year and will continue to be a regular topic for discussion during the DPSHS staff development sessions.

Goal I, Objective 2	Benefits/Results Expected	Measurements/Data Collected
Increase use of small	Improved child outcomes	<i>Work Sampling for Head Start</i>

group activities to meet children's individual needs.		in the areas of language development, literacy and math		Samples of lesson plans
School Year	Student Fall/Spring Gains			Classrooms Including Small Group Activities in Daily Schedule
	Language	Literacy	Math	
07-08 Base-line	57% to 90% gain of 58%	53% to 92% gain of 74%	52% to 92% gain of 77%	100%
08-09	54% to 91% gain of 68%	53% to 94% gain of 77%	52% to 92% gain of 77%	100%
09-10	Data for current year is being collected and will be aggregated in next year's grant application.			

**Goal I, Objective 2:** DPSHS will maintain or increase the fall/spring gain in math, language and literacy; and include planned small group activities in 100% of the daily schedules during the 2008-2009, the 2009-2010 and the 2010-2011 grant years.

Based on information in the table above fall/spring child gains in language and literacy increased between the 2007-2008 program year and the 2008-2009 program year. Gains in math were maintained for the same period. One-hundred percent of teachers included planned small group activities in their daily schedules. The DPSHS program is on track to address the individualization goals as measured by the above indicators.

Goal I, Objective 3	Benefits/Results Expected	Measurements/Data Collected
To support parents interested in pursuing further education through the use of individual family plans	To improve the literacy skills of parents with literacy needs to support them in as the first teachers of their children and to promote their self-sufficiency.	Data base of family educational information  Contact sheets in child's file  Program Information Report (PIR)
<b>School Year</b>	<b>ESL Services for Families Indicating Their Primary Language Was Not English</b>	<b>Adult Education Services for Parents with Less Than a GED</b>
07-08 Baseline	109 families indicated that their primary language was not English. Fifty eight parents or guardians received services related to English as a Second Language during the program year. Fifty three percent of families indicating that their primary	129 parents had less than a GED when they enrolled in the program. One-hundred-seventeen received services related to adult education. Ninety-one percent of families with less than a GED received services related to adult education.

	language was not English received services related to ESL.	
08-09	92 families indicated that their primary language was not English. Forty three parents or guardians received services related to English as a Second Language during the program year. Forty eight percent of families indicating that their primary language was not English received services related to ESL.	115 parents had less than a GED when they enrolled in the program. Thirty-three received services related to adult education. Twenty-nine percent of families with less than a GED received services related to adult education.
00-10	Data for current year is being collected and will be aggregated in next year's grant application.	

**Goal I, Objective3:** To maintain or increase the percentage of parents with literacy needs who receive GED or ESL services during the 2008-2009, the 2009-2010 and the 2010-2011 grant years.

In the area of GED and ESL services the percentage of parents with literacy needs listed in the table above who received GED and ESL services decreased from the 2007-2008 to the 2008-2009 grant years. The services included individual support from FLS, school based classes, use of *Rosetta Stone* on school based computers or referral to community programs. Below are factors that DPSHS staff members have identified that are causing the decrease and strategies to address this concern. Parents prefer to work towards GED and English language acquisition during the day in the same location as their children attend class, which is one factor that impacted the numbers. With increased school enrollment in DPS, some schools no longer have space on-site for computers where Head Start parents can independently work on their skills. In addition, the Family Liaison Specialist (FLS) who taught onsite GED classes in past years was not available to teach during the 2008-2009 program year. Strategies to address the reduction include encouraging parents to use the on-line ESL system accessible at public libraries, increasing participation on the Grantee Family Literacy Committee to work to define community solutions and including fields that more accurately collect family data related to adult literacy in the new DPSHS data system. DPSHS is exploring identifying one FLS take the lead in the area of ESL and GED services. This person would serve as a resource for other FLS and conduct parent focus groups to identify additional barriers and solutions at schools where there is a high need for ESL or GED services.

**Goal II: Community Wellness**

**To promote health and wellness for families, staff and communities**

Goal II, Objective 1	Benefits/Results Expected	Measurements/Data Collected
To ensure that parents	Enhanced understanding of healthy eating among parents	Sign-in sheets

have knowledge and resources to support healthy eating	Increased participation of parents in educational programs related to healthy eating	Parent meeting schedules Data tracking of children with special dietary needs Height and Weight Statistics
<b>School Year</b>	<b>Parents Attending Parent Meetings Focused on Healthy Eating</b>	<b>Children with Medically Identified Special Dietary Needs Requiring Menu Modification</b>
07-08 Baseline	70 parents attended parent meetings focused on healthy eating.	DPSHS effectively managed special dietary needs related to health for 7 children.
08-09	111 parents attended parent meetings focused on healthy eating.	DPSHS effectively managed special dietary needs related to health for 7 children.
09-10	Data for current year is being collected and will be aggregated in next year's grant application.	

**Goal II, Objective 1:** DPSHS will maintain or increase the number of parents attending parent meetings focused on healthy eating during the 2008-2009, the 2009-2010 and the 2010-2011 grant years. To monitor the number of children with special dietary needs from year to year to determine if additional steps are needed to address the dietary needs of the population service.

The number of parents attending parent meetings focused on healthy eating from the 2007-2008 program year to the 2008-2009 program year (see table above for details). There was no increase in children with special dietary needs in this same period. The DPSHS program is on track to enhance parent understanding of healthy eating among parents.

<b>Goal II, Objective 2</b>	<b>Benefits/Results Expected</b>	<b>Measurements/Data Collected</b>
To ensure parents have knowledge and understanding of strategies that support children in developing resilience	Enhanced understanding of the protective factors of initiative, self-control and attachment among parents	Parent meeting schedules Parent meeting attendance <i>Devereux Early Childhood Assessment</i> Contact sheets in child's file

<b>School Year</b>	<b>Parents Completing <i>Devereux Early Childhood Assessment</i></b>	<b>Facilitated Discussions Between FLS and Parents Related to Protective Factors</b>	<b>Mental Health and Social Emotional Development Focused Parent Meetings</b>	<b>Parents Attending Mental Health and Social Emotional Development Focused Parent Meetings</b>
07-08 Baseline	100%	A system of data collection which will result in baseline data was designed for implemented in the 2008-2009 program year.	8	81
08-09	100%	273 discussions, 203 families had 1 session and 35 families had 2 sessions	11	131
09-10	Data for current year is being collected and will be aggregated in next year's grant application.			

**Goal II Objective 2:** One-hundred percent of DPSHS families will complete a social emotional assessment of their child (currently the Devereux Early Childhood Assessment). DPSHS will maintain or increase the number of facilitated staff/ parent discussions related to protective factors, and the number of and attendance at mental health and social emotional focused parent meetings during the 2008-2009, the 2009-2010 and the 2010-2011 grant years.

One-hundred percent of DPSHS families completed a social emotional assessment of their child in 2007/2008 and 2008-2009 program years. The number of, and attendance at, parent meetings as reflected in the table above was increased between the 2007-2008 program year and the 2008-2009 program year (see details in table above). The DPSHS program is on track to enhance understanding of the protective factors of initiative, self-control and attachment among parents.

**Goal III: Colorado School Readiness Indicators**

**To improve school readiness through at least one of the domains of Ready Child, Ready Family, Ready School and Ready Community**

<b>Goal III, Objective 1</b>	<b>Benefits/Results Expected</b>	<b>Measurements/Data Collected</b>
Ready Child: To improve classroom system used to support children's social and emotional needs.	Improved child outcomes in the area of social and emotional development  Greater array of services for children at each level of need identified in the <i>Response to Intervention (RtI)</i> model	<i>Work Sampling for Head Start</i>
<b>School Year</b>	<b>Student Fall/Spring Gains in Social Emotional Development</b>	
07-08 Baseline	59% to 94% gain of 59%	
08-09	56% to 94% gain of 68%	
09-10	Data for current year is being collected and will be aggregated in next year's grant application.	

**Goal III Objective 1:** DPSHS will maintain or increase the fall/spring gain in social emotional development during the 2008-2009, the 2009-2010 and the 2010-2011 grant years.

As indicated in the table above fall/spring child gains in social emotional development increased between the 2007-2008 program year and the 2008-2009 program year. DPSHS is on track with efforts to support children's social and emotional needs.

<b>Goal III, Objective 2</b>	<b>Benefits/Results Expected</b>		<b>Measurements/Data Collected</b>
Ready Child: To increase teachers' awareness of individual children's needs, and support teachers in meeting the needs.	Expanded resources for and effective practices to support all levels of students' social/emotional needs.		Training agendas  Training sign in sheets  Request for assistance
<b>School Year</b>	<b>Education Staff Participation in Staff</b>	<b>Student Fall/Spring Gains in Social Emotional Development</b>	<b>Children referred for Disabilities Services and Children Who</b>



	<b>Development Sessions Addressing Social/Emotional Development.</b>		<b>Qualified for an IEP</b>
07-08 Baseline	4 sessions were held. Attendance ranged from 77% to 97%.	59% to 94% gain of 59%	31 referred for disability services, 30 children qualified for an IEP
08-09	3 sessions were held. Attendance ranged from 80% to 97%	56% to 94% gain of 68%	36 referred for disability services, 31 Qualified for an IEP
09-1-	Data for current year is being collected and will be aggregated in next year's grant application.		

**Goal III Objective2:** DPSHS will maintain or increase the fall/spring gain in social emotional development and educational staff participation in training related to social/emotional development during the 2008-2009, the 2009-2010 and the 2010-2011 grant years. DPSHS will monitor the number of children who are referred and those who qualify for disabilities services to ensure that at least 80% of children referred qualify for services, during the 2008-2009, the 2009-2010 and the 2010-2011 grant years.

As indicated in the table above fall/spring child gains in social emotional development increased between the 2007-2008 program year and the 2008-2009 program year. Educational staff participation in staff development related to social/emotional development was maintained and at least 80% of children referred for disability services qualified for services. DPSHS is on track to prepare staff to support children in the area of social emotional development.

**C2. Proposed Changes to Goals and Objectives-**

Objectives for the 2008-2011 are all stated above with progress. All objectives include measurable results.

**C3. Summary of Expected Benefits from 2008-2011 DPSHS goals and objectives** are summarized below. In section C1 improvements are linked to specific objectives.

Children will be better prepared through:

- Improved child outcomes in language;
- Improved child outcomes in literacy;
- Improved child outcomes in math; and
- Improved child outcomes in social and emotional development.

Families will be better prepared to support their children as they:

- Participate in GED and ESL services;

- Understand more about healthy eating habits;
- Develop strategies for raising resilient children; and
- Understand more about their role as the primary educator of their child.

Staff will be better prepared to support children as they:

- Generate a greater array of services for children based on individual and group need; and
- Expand their resources and effective practices for supporting all levels of students' social/emotional needs.

## **E. Enrollment and Attendance**

DPSHS has met Head Start requirements by maintaining attendance at 85% or above and 100% enrollment each month through December 2009.

## **F. Teacher Qualifications**

All DPSHSS teachers have Bachelors or Masters Degrees and a Colorado teaching license in addition to meeting the HS qualification in Early Childhood Education (ECE).

Professional Development Plans: The Head Start employees providing direct services to DPSHS children are teachers and paraprofessionals. Teachers develop annual plans with their supervisor and each plan includes goals, which are evaluated, at a minimum of annually. Teachers complete a Head Start Professional Development Plan with paraprofessionals annually; the plans address the 15 hours of required by Colorado Child Care licensing and other educational plans that will support paraprofessionals as they increase their education in the area of Early Childhood.

## **G. Program Approach**

There are no major changes in early childhood development services, family and community partnerships or in program design and management.

## **H. Training and Technical Assistance (T/TA) Plan**

The DPSHS anticipates no significant changes in training and technical assistance needs for the coming year. The trends identified in the previous grant application continue for the 2010-2011 program year. There are no changes in approaches to training, analysis of training or allocation of resources. Minor modifications in projected outcomes for the 2010-2011 year are based on current parent training needs which supplement the information provided in the 2008- 2009 grant application in the area of parent education. The parent and staff training needs were identified through the self assessment, staff training assessment, the 2009 *Denver Plan* of Denver Public Schools, the Head Start Act (2007), PIR and DGKHS Community Assessment (CA). Projected outcomes for DPSHS

parents are in addition to the DPSHS staff and Policy Committee outcomes covered in the 2008-2009.

*Needs for staff development and parent education DPS Head Start 2010-2011*

- The need for orientation to Head Start for employees new to the Head Start program continues as staff turnover occurs, due to movement of centers, expansion and staff movement within the school district.
- The self-assessment data indicates a need for additional training in the area of cultural competence.
- The 2009 *Denver Plan* makes recommendations to retain the most effective teachers and support them to implement research-based best practice in every classroom and school and to deepen engagement with families and the community.
  - Training by five-by-five venue staff increases DPSHS staff members in linking families to the community
  - Opportunities for staff to attend conferences and participate in classes at colleges and universities.
- The community assessment and PIR data indicate high levels of obesity in children in DPSHS and a need for staff and parent education in this area.
- The economic downturn has a greater impact on at-risk populations indicating an increased need for training in financial literacy and community resources.
- Assessment of staff development needs based on the grant goals indicated that there is a need for nurses to attend local conferences to update practice based on the new information.
- Needs assessment of staff development needs based on the grant goals and demographic data for staff indicates a need for choice in sessions for teacher in-service training due to range in years of service from one to thirty-nine.
- Self-assessment and PIR data indicate a need for continued parent and staff training in the area of health literacy.
- Self-assessment reflects a continued need for training related to mental health, classroom management, social emotional development and disabilities.
- Continued need for GED and ESL services for families.

*Needs for continuing education:*

- The Head Start Act (2007) requires teaching assistants nationwide in center-based programs to increase qualification with a CDA or additional college classes.
- The PIR reflects the varying levels of education attained by Family Liaison Specialists (FLS) which indicates a need for additional college education for FLS.
- The PIR reflects challenges that DPSHS has faced in recent years in hiring and maintaining teachers who have both Early Education Certification required by HS and the Colorado Teaching Credential required by DPS and the Colorado Department of Education.

- The PIR and the CA indicate continued large numbers of Spanish-speaking children in the communities served by DPSHS. It is projected that there will be a continuing need for DPSHS staff to take Spanish classes.

*Projected outcomes of training for parents:*

Maintain informed and knowledgeable DPSHS parents by providing:

- Opportunities to attend DPSHS parent education meetings;
- DPS parent education meetings in individual elementary schools; and
- Training opportunities provided in collaboration with the grantee.

DPSHS Focus Team has reviewed information gathered from a variety of sources and developed a comprehensive staff and parent training plan for the year 2010-2011. It is anticipated that offerings this year will be revised if community or school district resources change or additional needs are identified during the program year. A tentative schedule for staff/parent training is attached.

*Allocation of Resources*

DGKHS requires that DPSHS use \$10,839 (\$8,671 federal and \$2,168 non-federal) for training and technical assistance for staff and parents. The non-federal share is provided by Colorado Preschool Program for education and training of staff in classes funded through blended funds.

Item	Total Budget	Federal Share	Non-Federal Share
Teachers	\$ 4,400	\$3300	\$1500
Paraprofessionals	\$ 2,000	\$1500	\$500
Family Liaison Specialists	\$ 1,300	\$975	\$325
Coordinators, Office, and Health Staff	\$ 2,500	\$1875	\$625
Policy Committee	\$ 639	\$479	\$160
Total Training	\$10,839	\$8129	\$2710

**T/TA Timeline**

Activity	Date	Responsible Party
HS Staff Development Meeting Evaluation	August-January	Project Coordinator (PC)
2009-2010 updated COMMUNITY ASSESSMENT	Completed by January 2010	Grantee
Self Assessment	Nov-Dec	DPSHS Focus Team and Policy Committee
Review information from all sources and prioritize training needs.	January	DPSHS Focus Team Finance Committee of Policy Committee

Policy Committee Approval	February/March	PC with Policy Committee Subcommittees (Finance, Management and Design)
Application approved	February/March	Board Designee and Board of Education
Continuation Grant Due Date	March 31	PC in conjunction with Grantee Staff

**B. Attachment 1**

**C. DENVER PUBLIC SCHOOLS  
HEAD START STAFF/ PARENT TRAINING SCHEUDLE  
(Tentative)  
2010-2011**

July /August	Summer DPS Training
August	DPS New Teacher Orientation
August 10	Parent Orientation Fair
September 3	DPSHS Staff Development: Family Style Meals, Translation Services, Transportation, Child Abuse, Work Sampling/Child Outcomes, CACFP, Parent Volunteers
September 14	DPSHS Policy Committee Training and Orientation
September 10	DPS ECE Staff Development: Licensing Regulations, Work Sampling
September	DPSHS New Employee Orientation (to be scheduled for individuals or group)
October 12	DPSHS Policy Committee Training and Orientation Continued
October	DGKHS Institute (to be scheduled)
November 5	DPSHS Staff Development: Disabilities, Mental Health, Project Home-Health Literacy, Child Outcomes, Community Resources
November 9	DPSGS Policy Committee Training-Self-Assessment
December 14	DPSHS Policy Committee Training-Topics to be identified with new committee members
January 11	Policy Committee Grant Application/ Budget Training
January 14	DPSHS Staff Development: Healthy Eating, Transition, Social Emotional Development, Father Involvement, Child Outcomes, Community Resources
January 25	DPS ECE Staff Development: CPR, Universal Precautions and First Aid
March	DGKHS Institute (to be scheduled)
April 8	DPSHS Staff Development: Social Emotional Development, Response to Intervention, Homeless Populations, Child Outcomes, Cultural Competence
September-May	Site Based Parent Education Sessions scheduled based on parent preference for time and topic. Examples of topics are ESL, GED, Family Literacy, Language and Literacy, Health Literacy, Guidance and Child Development, TV and Your Child, Financial Literacy, Nutrition

## I. Budget Narrative

### A. Personnel is comprised of the following:

- Child Health and Development Services Personnel:
  - 1 Education Coordinator at the Negotiated Contract cost of \$54,235 (.75 FTE) and non-federal share at \$13,559;
  - 15 Teachers at the Negotiated Contract cost of \$419,069 (7.5 FTEs) and non-federal share at \$104,769;
  - 15 Paraprofessionals at the Negotiated Contract cost of \$157,538 (7.5 FTEs) and non-federal share at \$39,384; and
  - 2 Health Specialists at the Negotiated Contract cost of \$83,117 (1.5 FTEs) and non-federal share at \$20,779; and
  - 15 Teacher Substitutes at the Negotiated Contract cost of \$5,640 and non-federal share at \$1,410.
- Family and Community Partnerships Personnel:
  - 1 FLS Supervisor at the Negotiated Contract cost of \$43,762 (.75 FTE) and non-federal share at \$10,940; and
  - 6 Family Liaison Specialists at the Negotiated Contract cost of \$101,926 (3.0 FTEs) and non-federal share at \$25,481.
- Program Design and Management Personnel:
  - 1 Head Start Administrative Positions at a cost of \$65,977 (1.0 FTEs) and non-federal share at \$16,494;
  - 1 Accountant at a cost of \$4,829 (.10 FTE) and non-federal share at \$1,207;
  - 1 Office Support Staff at a cost of \$4,194 (.10 FTE) and non-federal share at \$1,048;

### B. Fringe Benefits is comprised of the following:

- Social Security, State Disability and Unemployment at the Negotiated Contract cost of \$30,110 and non-federal share at \$7,527;
- Health/Dental/Life Insurance at the Negotiated Contract cost of \$70,954 and non-federal share at \$17,739;
- Retirement at the Negotiated Contract cost of \$163,334 and in-direct at \$40,834; and
- Other fringe at the Negotiated Contract cost of \$11,618 and non-federal share at \$2,905.

### C. Travel is comprised of the following:

- There is no Out-of-Town Travel for Head Start Staff/Teachers in 2010-2011.

### D. Equipment is comprised of the following:

- There is no equipment costs projected over the \$5,000 threshold in 2010-2011.

- E. Supplies are comprised of the following:
- General Office Supplies at \$3,208 to support Head Start administration and program staff and non-federal share at \$802.
  - Program materials and supplies at \$32,608 for classrooms and non-federal share at \$8,152.
  - Bus passes to provide transportation for children and families at \$5,670 and non-federal share at \$1,417.
- F. Contractual is comprised of the following:
- Nutritional services at \$13,164. All of our Head Start students receive snacks through the DPS Food and Nutrition Department at the cost of \$.75 per student per day. We receive CACFP reimbursement of \$74. In addition staff members that are required to model family style dining with the students, have lunch provided and paid for by the grant and non-federal share at \$3,291.
- G. Construction is comprised of the following:
- There is no contractual costs budgeted for 2010-2011.
- H. Other is comprised of the following:
- Training and Technical Assistance (including but not limited to tuition reimbursement and local conferences and training) is projected at \$8,671 and non-federal share of \$2,168; and
  - Parent Policy Committee budget of \$4,000 (for supplies, travel, conferences, etc.) and non-federal share at \$1,000.
- I. Total In-Kind charges is comprised of the following:
- Personnel
    - Classroom Volunteers at \$220,701 (at the rate of \$13.31 per hour for parent volunteers and \$46.32 per hour for parent policy committee meetings); and
    - Fringe Benefits at \$54,982.
  - Supplies
    - Classroom and administrative supplies at \$24,608. The Colorado Preschool Program (which creates 15 full-day blended HS classrooms) provides \$96.50 per student in material and supplies and this is then used as in-kind. Parents, outside non-federal resources and the teachers themselves provide supplies to the classrooms.
  - Other
    - Nutrition Services at \$6,615;
    - Mileage reimbursement at \$14,000;
    - Parent Policy Committee at \$1,000; and
    - Indirect at \$11,500. The contracted in-direct rate provides compensation to the district for the use of several departments:

human resources, purchasing, accounts payable and other administrative expenses.

Description	Amount	Category
Classroom volunteers, child-parent activities logs, reading logs, Parent Policy Committee meetings	\$16.62/hr (including benefits of 24.89%) for classroom volunteers totaling \$274,683	Personnel (including fringe benefits)
Supplies -- office supplies and classroom supplies pay for by Colorado Preschool and Kindergarten Program (CPP) and Denver Preschool Program (DPP)	\$24,608	Supplies
Mileage reimbursement (portion paid for with CPP and DPP dollars)	\$14,000	Other - local travel
Nutrition Services (portion paid for by CPP and DPP dollars)	Breakfast for teachers paid for through Colorado Preschool Program dollars totaling \$6,615.	Other - Nutrition Services
Parent Policy Committee meetings	\$60.89/hr (including benefits of 31.39%) for attendance totaling \$1,000	Other - Parent Policy Committee
In-Direct (secretary and accountant fees paid for by and DPP)	\$11,500	Other - In-Kind
<b>Total In-Kind Contribution</b>	<b>\$332,406</b>	

J. Indirect Costs (payable to Denver Public Schools) is comprised of the following:

- \$46,000 and non-federal share of \$11,500.

K. Totals for all budgeted categories is as follows:

- Costs for Program operations at \$1,320,953;
- Costs for training and Technical Assistance at \$8,671; and
- Non-Federal Share at \$332,406.

The annual salary compensation of Denver Public School's Director of Early Education and the Head Start director does not exceed the annual cap of \$172,200. The indirect cost funds are not allocated to those employees who are paid in excess of \$172,200 per year.

Denver Public Schools conducts an annual wage comparability study and the last wage comparability study for Denver Public Schools was conducted in spring 2008.



GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004      Agency Name: Denver Public Schools      Fiscal Year: 2010      Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start      Application Type: Basic      State: CO

Funding Category	Key Features Total	Line Item Budget Total
Cost for Program Operations:	\$1,320,953	\$1,320,953
Cost for Training and Technical Assistance:	\$8,671	\$8,671
Non-federal Share (Cash and in-kind):	\$332,406	\$332,406
<b>Total:</b>	<b>\$1,662,030</b>	<b>\$1,662,030</b>

<b>FEDERAL FUNDING</b>		
1. Federal Child Development and Child Care Funds		\$0
2. USDA Funds for Nutrition Services		\$27,739
3. Other Federal Funding	(	) \$0
<b>STATE FUNDING</b>		
4. State Preschool Programs		\$0
5. Other State Funding	(	) \$0
<b>LOCAL FUNDING</b>		
6. School District Funding		\$0
7. Other Local Government Funding	(	) \$0
<b>OTHER FUNDING</b>		
8. Tribal Government Funding		\$0
9. Fundraising Activities		\$0
10. Other	(	) \$0
	<b>Total:</b>	<b>\$27,739</b>

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004      Agency Name: Denver Public Schools      Fiscal Year: 2010      Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start      Application Type: Basic      State: CO

Center-based (CB):	255	Combination Program (CO):	0	Family Child Care (FCC):	0
Home-based (HB):	0	Locally Designed Program (LD):	0	Total Enrollment:	255
				Pregnant Women:	0

Program Option	2. Funded enrollment	3a. Number of classes / groups / family child care settings	3b. Double session?	4. Number of hours of classes / FCC groups / FCC settings per child, per day	5. Number of days of classes / FCC groups / FCC settings per child, per week	6. Number of days of classes / FCC groups / FCC settings per child, per year	7. Number of home visits per child, per year	8. Number of hours per home visit	9. Number of home visits per child, per year (HB only)	10. Number of hours per home visit (HB only)	11. Number of hours per home-based socialization experience (HB only)	12. Number of home-based socialization experiences per child, per year (HB only)
Center-based	153	9	No	6.5	4	134	2	1.5	0	0	0	0
Center-based	102	6	No	6.5	5	161	2	1.5	0	0	0	0

Exhibit

B

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004      Agency Name: Denver Public Schools      Fiscal Year: 2010      Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start      State: CO      Application Type: Basic

Budget Category	PO	TTA	NFS
Personnel	\$940,287	\$0	\$235,071
Fringe Benefits	\$276,016	\$0	\$69,005
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$41,486	\$0	\$10,371
Contractual	\$13,164	\$0	\$3,291
Construction	\$0	\$0	\$0
Other	\$4,000	\$8,671	\$3,168
Total Direct Costs	\$1,274,953	\$8,671	\$320,906
Indirect Costs	\$46,000	\$0	\$11,500
<b>SUMMARY OF BUDGET CATEGORIES TOTAL</b>	<b>\$1,320,953</b>	<b>\$8,671</b>	<b>\$332,406</b>

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004  
 Program Type: Head Start

Agency Name: Denver Public Schools  
 Application Type: Basic

Fiscal Year: 2010 State: CO Budget Period: 07/01/2010 to 06/30/2011

PERSONNEL: Child Health and Developmental Services Personnel

Line Item Description	PO Total	PO \$/Child	TTA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
1 Program Managers and Content Area Experts	\$54,235	\$212.69	\$0	\$0.00	\$13,559	\$53.17	\$0	\$0.00	1.00
2 Teachers / Infant Toddler Teachers	\$419,069	\$1,643.41	\$0	\$0.00	\$104,769	\$410.86	\$0	\$0.00	15.00
5 Teacher Aides and Other Education Personnel	\$157,538	\$617.80	\$0	\$0.00	\$39,384	\$154.45	\$0	\$0.00	15.00
6 Health / Mental Health Services Personnel	\$83,117	\$325.95	\$0	\$0.00	\$20,779	\$81.49	\$0	\$0.00	2.00
9 Teacher Substitutes	\$5,640	\$22.12	\$0	\$0.00	\$1,410	\$5.53	\$0	\$0.00	15.00
<b>PERSONNEL: Child Health and Developmental Services Personnel Sub-Total</b>	<b>\$719,599</b>	<b>\$2,821.96</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$179,901</b>	<b>\$705.49</b>	<b>\$0</b>	<b>\$0.00</b>	<b>48.00</b>

PERSONNEL: Family and Community Partnerships Personnel

Line Item Description	PO Total	PO \$/Child	TTA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
10 Program Managers and Content Area Experts	\$43,762	\$171.62	\$0	\$0.00	\$10,940	\$42.90	\$0	\$0.00	1.00
11 Family Liaison Specialists	\$101,926	\$399.71	\$0	\$0.00	\$25,481	\$99.93	\$0	\$0.00	6.00
<b>PERSONNEL: Family and Community Partnerships Personnel Sub-Total</b>	<b>\$145,688</b>	<b>\$571.33</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$36,421</b>	<b>\$142.83</b>	<b>\$0</b>	<b>\$0.00</b>	<b>7.00</b>

PERSONNEL: Program Design and Management Personnel

Line Item Description	PO Total	PO \$/Child	TTA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
13 Head Start / Early Head Start Director	\$65,977	\$258.73	\$0	\$0.00	\$16,494	\$64.68	\$82,471	\$323.42	1.00
16 Clerical Personnel	\$4,194	\$16.45	\$0	\$0.00	\$1,048	\$4.11	\$5,242	\$20.56	1.00
17 Fiscal Personnel	\$4,829	\$18.94	\$0	\$0.00	\$1,207	\$4.73	\$6,036	\$23.67	1.00
<b>PERSONNEL: Program Design and Management Personnel Sub-Total</b>	<b>\$75,000</b>	<b>\$294.12</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$18,749</b>	<b>\$73.53</b>	<b>\$93,749</b>	<b>\$367.64</b>	<b>3.00</b>
<b>PERSONNEL TOTAL</b>	<b>\$940,287</b>	<b>\$3,687.40</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$235,071</b>	<b>\$921.85</b>	<b>\$93,749</b>	<b>\$367.64</b>	<b>58.00</b>

FRINGE BENEFITS

Line Item Description	PO Total	PO \$/Child	TTA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
1 Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment	\$30,110	\$118.08	\$0	\$0.00	\$7,527	\$29.52	\$3,003	\$11.78	0.00

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004 Agency Name: Denver Public Schools Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010

Line Item Description	PO Total	PO \$/Child	TTA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
Insurance (SUI)									
2 Health / Dental / Life Insurance	\$70,954	\$278.25	\$0	\$0.00	\$17,739	\$69.56	\$7,078	\$27.76	0.00
3 Retirement	\$163,334	\$640.53	\$0	\$0.00	\$40,834	\$160.13	\$16,293	\$63.89	0.00
4 Medicare	\$11,618	\$45.56	\$0	\$0.00	\$2,905	\$11.39	\$1,159	\$4.54	0.00
<b>FRINGE BENEFITS TOTAL</b>	<b>\$276,016</b>	<b>\$1,082.42</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$69,005</b>	<b>\$270.61</b>	<b>\$27,533</b>	<b>\$107.97</b>	<b>0.00</b>

**SUPPLIES**

Line Item Description	PO Total	PO \$/Child	TTA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
1 Office Supplies	\$3,208	\$12.58	\$0	\$0.00	\$802	\$3.15	\$4,010	\$15.73	0.00
2 Child and Family Services Supplies	\$32,608	\$127.87	\$0	\$0.00	\$8,152	\$31.97	\$0	\$0.00	0.00
3 Food Services Supplies	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	0.00
4 Local Transportation - Bus Passees	\$5,670	\$22.24	\$0	\$0.00	\$1,417	\$5.56	\$0	\$0.00	0.00
<b>SUPPLIES TOTAL</b>	<b>\$41,486</b>	<b>\$162.69</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$10,371</b>	<b>\$40.67</b>	<b>\$4,010</b>	<b>\$15.73</b>	<b>0.00</b>

**CONTRACTUAL**

Line Item Description	PO Total	PO \$/Child	TTA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
3 Food Service	\$13,164	\$51.62	\$0	\$0.00	\$3,291	\$12.91	\$0	\$0.00	0.00
<b>CONTRACTUAL TOTAL</b>	<b>\$13,164</b>	<b>\$51.62</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$3,291</b>	<b>\$12.91</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00</b>

**OTHER**

Line Item Description	PO Total	PO \$/Child	TTA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
13 Parent Services	\$4,000	\$15.69	\$0	\$0.00	\$1,000	\$3.92	\$0	\$0.00	0.00
16 Training or Staff Development	\$0	\$0.00	\$8,671	\$34.00	\$2,168	\$8.50	\$0	\$0.00	0.00
<b>OTHER TOTAL</b>	<b>\$4,000</b>	<b>\$15.69</b>	<b>\$8,671</b>	<b>\$34.00</b>	<b>\$3,168</b>	<b>\$12.42</b>	<b>\$0</b>	<b>\$0.00</b>	<b>0.00</b>

**DIRECT COSTS**

Line Item Description	PO Total	PO \$/Child	TTA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
<b>DIRECT COSTS TOTAL</b>	<b>\$1,274,953</b>	<b>\$4,999.82</b>	<b>\$8,671</b>	<b>\$34.00</b>	<b>\$320,906</b>	<b>\$1,258.45</b>	<b>\$125,292</b>	<b>\$491.34</b>	<b>58.00</b>

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004 Head Start Agency Name: Denver Public Schools State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Basic Application Type:

INDIRECT COSTS

Line Item Description	PO Total	PO \$/Child	TTA Total	TTA \$/Child	NFS Total	NFS \$/Child	Admin Total	Admin \$/Child	Staff
1 Indirect Costs	\$46,000	\$180.39	\$0	\$0.00	\$11,500	\$45.10	\$57,500	\$225.49	0.00
<b>INDIRECT COSTS TOTAL</b>	<b>\$46,000</b>	<b>\$180.39</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$11,500</b>	<b>\$45.10</b>	<b>\$57,500</b>	<b>\$225.49</b>	<b>0.00</b>
08CH0119004004									

Exhibit B  
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GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004  
 Program Type: Head Start

Agency Name: Denver Public Schools  
 Application Type: Basic

State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

PERSONNEL: Child Health and Developmental Services Personnel

Line Item	Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
1	Program Managers and Content Area Experts	\$0.00	\$16,948.50	\$16,948.50	\$16,948.50	\$0.00	\$16,948.50	\$0.00	\$0.00	\$0.00	\$67,794.00
2	Teachers / Infant Toddler Teachers	\$0.00	\$523,838.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$523,838.00
5	Teacher Aides and Other Education Personnel	\$0.00	\$196,922.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196,922.00
6	Health / Mental Health Services Personnel	\$0.00	\$0.00	\$103,896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103,896.00
9	Teacher Substitutes	\$0.00	\$1,762.50	\$1,762.50	\$1,762.50	\$0.00	\$1,762.50	\$0.00	\$0.00	\$0.00	\$7,050.00
<b>PERSONNEL: Child Health and Developmental Services Personnel Sub-Total</b>		<b>\$0.00</b>	<b>\$739,471.00</b>	<b>\$122,607.00</b>	<b>\$18,711.00</b>	<b>\$0.00</b>	<b>\$18,711.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$899,500.00</b>

PERSONNEL: Family and Community Partnerships Personnel

Line Item	Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
10	Program Managers and Content Area Experts	\$0.00	\$0.00	\$0.00	\$0.00	\$54,702.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,702.00
11	Family Liaison Specialists	\$0.00	\$0.00	\$0.00	\$0.00	\$127,407.00	\$0.00	\$0.00	\$0.00	\$0.00	\$127,407.00
<b>PERSONNEL: Family and Community Partnerships Personnel Sub-Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$182,109.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$182,109.00</b>

PERSONNEL: Program Design and Management Personnel

Line Item	Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
13	Head Start / Early Head Start Director	\$82,471.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,471.00
16	Clerical Personnel	\$5,242.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,242.00
17	Fiscal Personnel	\$6,036.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,036.00
<b>PERSONNEL: Program Design and Management Personnel Sub-Total</b>		<b>\$93,749.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$93,749.00</b>
<b>PERSONNEL TOTAL</b>		<b>\$93,749.00</b>	<b>\$739,471.00</b>	<b>\$122,607.00</b>	<b>\$18,711.00</b>	<b>\$182,109.00</b>	<b>\$18,711.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,175,358.00</b>

FRINGE BENEFITS

Line Item	Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI)											
1	State Unemployment Insurance (SUI)	\$3,003.43	\$23,677.44	\$3,925.54	\$598.43	\$5,829.97	\$598.43	\$0.00	\$0.00	\$0.00	\$37,633.24
2	Health / Dental / Life Insurance	\$7,077.70	\$55,796.77	\$9,250.68	\$1,410.22	\$13,738.55	\$1,410.22	\$0.00	\$0.00	\$0.00	\$88,684.13
3	Retirement	\$16,292.61	\$128,442.09	\$21,294.72	\$3,246.27	\$31,625.62	\$3,246.27	\$0.00	\$0.00	\$0.00	\$204,147.58
4	Medicare	\$1,158.94	\$9,136.42	\$1,514.75	\$230.92	\$2,249.61	\$230.92	\$0.00	\$0.00	\$0.00	\$14,521.55
<b>FRINGE BENEFITS TOTAL</b>		<b>\$27,532.68</b>	<b>\$217,052.71</b>	<b>\$35,985.69</b>	<b>\$5,485.83</b>	<b>\$53,443.75</b>	<b>\$5,485.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$344,986.50</b>

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004  
 Program Type: Head Start

Agency Name: Denver Public Schools  
 Application Type: Basic

Fiscal Year: 2010 State: CO Budget Period: 07/01/2010 to 06/30/2011

SUPPLIES

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
1 Office Supplies	\$4,010.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,010.00
2 Child and Family Services Supplies	\$0.00	\$40,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,760.00
3 Food Services Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 Local Transportation - Bus Passees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,087.00	\$7,087.00
<b>SUPPLIES TOTAL</b>	<b>\$4,010.00</b>	<b>\$40,760.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,087.00</b>	<b>\$51,857.00</b>

CONTRACTUAL

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
3 Food Service	\$0.00	\$0.00	\$0.00	\$16,455.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,455.00
<b>CONTRACTUAL TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,455.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,455.00</b>

OTHER

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
13 Parent Services	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
16 Training or Staff Development	\$0.00	\$10,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,839.00
<b>OTHER TOTAL</b>	<b>\$0.00</b>	<b>\$10,839.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,839.00</b>

DIRECT COSTS

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
<b>DIRECT COSTS TOTAL</b>	<b>\$125,291.68</b>	<b>\$1,008,122.71</b>	<b>\$158,592.69</b>	<b>\$40,651.83</b>	<b>\$240,552.75</b>	<b>\$24,196.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,087.00</b>	<b>\$1,604,495.50</b>

INDIRECT COSTS

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
1 Indirect Costs	\$57,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,500.00
<b>INDIRECT COSTS TOTAL</b>	<b>\$57,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$57,500.00</b>

Line Item Description	Admin	Education	Health	Nutrition	FC Partner	Disability	Transportation	Occupancy	Other	Total
<b>TOTAL</b>	<b>\$182,791.68</b>	<b>\$1,008,122.71</b>	<b>\$158,592.69</b>	<b>\$40,651.83</b>	<b>\$240,552.75</b>	<b>\$24,196.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,087.00</b>	<b>\$1,661,995.50</b>



GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004      Agency Name: Denver Public Schools      Fiscal Year: 2010      Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start      Application Type: Basic      State: CO

Summary

1. Administrative Costs:  
 The maximum allowable expenditure for administrative costs is 15% of the total budget. For a detailed break down, please review the last page of this report:

Total Admin Costs: \$182,791.68  
 Total Budget: \$1,662,030.00  
 Admin. as a % of Total Budget: 11.00%

2. Non-federal Share:  
 For most grantees, a minimum of 20% of the total budget must be non-federal share:

Total Non-federal Share: \$332,406.00  
 Total Budget: \$1,662,030.00  
 Non-federal Share as a % of Total Budget: 20.00%

3. Average Class Size:  
 Average class size for CB Program Schedules that involve double sessions should be between 13 and 20. Average class size for the CB and CO Program Schedules (including double sessions) should be between 15 and 20:

Center-Based Double Sessions: 0.00  
 Center-Based AND Combination Non-double Sessions: 17.00  
 All Center-Based AND Combination Sessions: 17.00

4. Cost Per Child and Hours of Service Per Child:  
 The following table shows information on costs and hours of service for this agency:

Overall Cost Per Child: \$6,517.76  
 Total Hours of Service Per Child: 944.20  
 Overall Cost Per Child Per Hour: \$6.90

5. Federal Personnel and Fringe Costs:  
 Federal Personnel Cost: \$940,287.00  
 Federal Fringe Cost: \$276,016.00  
 Total Federal Budget: \$1,329,624.00  
 Federal Personnel Cost as a % of Total Federal Budget: 70.72%  
 Federal Fringe Cost as a % of Total Federal Budget: 20.76%

\*In general, the costs of Personnel should account for between 60% and 80% of the federal budget.

6. Fringe Rate:  
 If the fringe cost for an agency is less than 10% or more than 30% of personnel, there may be an inaccurate entry in Personnel:

Total Fringe Cost: \$345,021.00  
 Total Personnel Cost: \$1,175,358.00  
 Total Fringe Cost as % of Total Personnel Cost: 29.35%

7. Fringe Benefits:

# GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004      Agency Name: Denver Public Schools      Fiscal Year: 2010      Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start      Application Type: Basic      State: CO



The following shows if this agency pays for health / dental / life and/or retirement benefits:

Health / Dental / Life: Yes  
 Retirement: Yes

**8. Child Travel:**

Most agencies have child travel costs or less than \$3 per child per day. If the costs for this agency are higher than that, perhaps staff should check into alternative modes of transportation:

Child Travel Costs: \$0.00  
 Child Travel Cost Per Child Per Day: \$0.00

**9. Out-of-Town Staff Travel:**

Most agencies have out-of-town staff travel costs between \$60 and \$65 per child. If the costs for this agency are higher, check that they are justified:

Out-of-Town Staff Travel Cost: \$0.00  
 Out-of-Town Staff Travel Cost Per Child: \$0.00

**10. Food and Nutrition:**

Most agencies spend less than \$2.50 per child per day for food and nutrition costs in addition to USDA funds. If this agency spends more, check that the agency is making full use of USDA funds:

Food and Nutrition Cost (from Budget): \$40,651.83  
 Food and Nutrition Cost Per Child Per Day: \$1.10

**11. Content Area Experts:**

Agency has content area experts for the following functions:

Education: Yes  
 Health: Yes  
 Nutrition: Yes  
 Family and Community Partnerships: Yes  
 Disability Services: Yes

**12. Case Loads:**

The national average for Family Workers' case loads is 47. For Home Visitors, case loads are typically between 8 and 10:

Family and Community Partnership Staff Case Load: 36.43  
 Home Visitor Case Load: 0.00

**13. USDA Funding:**

USDA should pay for at least 80% of cooks, children's food, and food supply costs. For this agency:  
 USDA Funding and Food and Nutrition Cost: \$68,390.83  
 USDA Funding as a percentage of above: 40.56%

# GABI - Detail Report

Grant / Delegate No: 08CH0119 / 004      Agency Name: Denver Public Schools      Fiscal Year: 2010      Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start      Application Type: Basic      State: CO

The following budget line items show administrative costs:

**PERSONNEL: Program Design and Management Personnel**

	Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
13	Head Start / Early Head Start Director	\$82,471.00	1.00	4.96%
16	Clerical Personnel	\$5,242.00	1.00	0.32%
17	Fiscal Personnel	\$6,036.00	1.00	0.36%

**FRINGE BENEFITS**

	Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
	Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation,			
1	State Unemployment Insurance (SUI)	\$3,003.43	0.00	0.18%
2	Health / Dental / Life Insurance	\$7,077.70	0.00	0.43%
3	Retirement	\$16,292.61	0.00	0.98%
4	Medicare	\$1,158.94	0.00	0.07%

**SUPPLIES**

	Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
1	Office Supplies	\$4,010.00	0.00	0.24%

**INDIRECT COSTS**

	Description	Admin Costs	Number of Staff	Admin Costs (% Total Budget)
1	Indirect Costs	\$57,500.00	0.00	3.46%

# GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 004      Agency Name: Denver Public Schools      State: CO      Fiscal Year: 2010      Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start      Application Type: Basic

Center-based (CB):	255	Combination Program (CO):	0	Family Child Care (FCC):	0
Home-based (HB):	0	Locally Designed Program (LD):	0	Total Enrollment:	255
				Pregnant Women:	0

Program Option	2. Funded enrollment	3a. Number of classes / groups / family child care settings	3b. Double session?	4. Number of hours of classes / groups / FCC settings per child, per day	5. Number of days of classes / groups / FCC settings per child, per week	6. Number of days of classes / groups / FCC settings per child, per year	7. Number of home visits per child, per year	8. Number of hours per home visit	9. Number of home visits per child, per year (HB only)	10. Number of hours per home visit (HB only)	11. Number of hours per home-based socialization experience (HB only)	12. Number of home-based socialization experiences per child, per year (HB only)
Center-based	153	9	No	6.5	4	134	2	1.5	0	0	0	0
Center-based	102	6	No	6.5	5	161	2	1.5	0	0	0	0

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 004 Agency Name: Denver Public Schools State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start Application Type: Basic

PERSONNEL: Child Health and Developmental Services Personnel

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
1 Program Managers and Content Area Experts	\$54,235	\$0	\$13,559	1.00
2 Teachers / Infant Toddler Teachers	\$419,069	\$0	\$104,769	15.00
5 Teacher Aides and Other Education Personnel	\$157,538	\$0	\$39,384	15.00
6 Health / Mental Health Services Personnel	\$83,117	\$0	\$20,779	2.00
9 Teacher Substitutes	\$5,640	\$0	\$1,410	15.00
<b>PERSONNEL: Child Health and Developmental Services Personnel Sub-Total</b>	<b>\$719,599</b>	<b>\$0</b>	<b>\$179,901</b>	<b>48.00</b>

Total

PERSONNEL: Family and Community Partnerships Personnel

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
10 Program Managers and Content Area Experts	\$43,762	\$0	\$10,940	1.00
11 Family Liaison Specialists	\$101,926	\$0	\$25,481	6.00
<b>PERSONNEL: Family and Community Partnerships Personnel Sub-Total</b>	<b>\$145,688</b>	<b>\$0</b>	<b>\$36,421</b>	<b>7.00</b>

PERSONNEL: Program Design and Management Personnel

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
13 Head Start / Early Head Start Director	\$65,977	\$0	\$16,494	1.00
16 Clerical Personnel	\$4,194	\$0	\$1,048	1.00
17 Fiscal Personnel	\$4,829	\$0	\$1,207	1.00
<b>PERSONNEL: Program Design and Management Personnel Sub-Total</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$18,749</b>	<b>3.00</b>
<b>PERSONNEL Total</b>	<b>\$940,287</b>	<b>\$0</b>	<b>\$235,071</b>	<b>58.00</b>

FRINGE BENEFITS

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 004 Agency Name: Denver Public Schools State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start Application Type: Basic

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
Social Security (FICA), State Disability, Unemployment (FUTA),				
1 Worker's Compensation, State Unemployment Insurance (SUI)	\$30,110	\$0	\$7,527	0.00
2 Health / Dental / Life Insurance	\$70,954	\$0	\$17,739	0.00
3 Retirement	\$163,334	\$0	\$40,834	0.00
4 Medicare	\$11,618	\$0	\$2,905	0.00
<b>FRINGE BENEFITS Total</b>	<b>\$276,016</b>	<b>\$0</b>	<b>\$69,005</b>	<b>0.00</b>

**SUPPLIES**

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
1 Office Supplies	\$3,208	\$0	\$802	0.00
2 Child and Family Services Supplies	\$32,608	\$0	\$8,152	0.00
3 Food Services Supplies	\$0	\$0	\$0	0.00
4 Local Transportation - Bus Passees	\$5,670	\$0	\$1,417	0.00
<b>SUPPLIES Total</b>	<b>\$41,486</b>	<b>\$0</b>	<b>\$10,371</b>	<b>0.00</b>

**CONTRACTUAL**

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
3 Food Service	\$13,164	\$0	\$3,291	0.00
<b>CONTRACTUAL Total</b>	<b>\$13,164</b>	<b>\$0</b>	<b>\$3,291</b>	<b>0.00</b>

**OTHER**

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
13 Parent Services	\$4,000	\$0	\$1,000	0.00
16 Training or Staff Development	\$0	\$8,671	\$2,168	0.00
<b>OTHER Total</b>	<b>\$4,000</b>	<b>\$8,671</b>	<b>\$3,168</b>	<b>0.00</b>

# GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 004      Agency Name: Denver Public Schools      Fiscal Year: 2010      Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start      Application Type: Basic      State: CO



**DIRECT COSTS**

	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
DIRECT COSTS Total	\$1,274,953	\$8,671	\$320,906	58.00

**INDIRECT COSTS**

Line Item Description	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees
1 Indirect Costs	\$46,000	\$0	\$11,500	0.00
INDIRECT COSTS Total	\$46,000	\$0	\$11,500	0.00

	Cost for Program Operation	Cost for Training and Technical Assistance	Non-Federal Share (Cash and in-kind)	Number of Employees

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 004      Agency Name: Denver Public Schools      State: CO      Fiscal Year: 2010      Budget Period: 07/01/2010 to 06/30/2011  
 Program Type: Head Start      Application Type: Basic

Other Funding Sources

FEDERAL FUNDING		
1. Federal Child Development and Child Care Funds		\$0
2. USDA Funds for Nutrition Services		\$27,739
3. Other Federal Funding	(	) \$0
STATE FUNDING		
4. State Preschool Programs		\$0
5. Other State Funding	(	) \$0
LOCAL FUNDING		
6. School District Funding		\$0
7. Other Local Government Funding	(	) \$0
OTHER FUNDING		
8. Tribal Government Funding		\$0
9. Fundraising Activities		\$0
10. Other	(	) \$0
<b>Total:</b>		<b>\$27,739</b>



## I. Budget Narrative

### A. Personnel is comprised of the following:

- Child Health and Development Services Personnel:
  - 1 Education Coordinator at the Negotiated Contract cost of \$54,235 (.75 FTE) and non-federal share at \$13,559;
  - 15 Teachers at the Negotiated Contract cost of \$419,069 (7.5 FTEs) and non-federal share at \$104,769;
  - 15 Paraprofessionals at the Negotiated Contract cost of \$157,538 (7.5 FTEs) and non-federal share at \$39,384; and
  - 2 Health Specialists at the Negotiated Contract cost of \$83,117 (1.5 FTEs) and non-federal share at \$20,779; and
  - 15 Teacher Substitutes at the Negotiated Contract cost of \$5,640 and non-federal share at \$1,410.
- Family and Community Partnerships Personnel:
  - 1 FLS Supervisor at the Negotiated Contract cost of \$43,762 (.75 FTE) and non-federal share at \$10,940; and
  - 6 Family Liaison Specialists at the Negotiated Contract cost of \$101,926 (3.0 FTEs) and non-federal share at \$25,481.
- Program Design and Management Personnel:
  - 1 Head Start Administrative Positions at a cost of \$65,977 (1.0 FTEs) and non-federal share at \$16,494;
  - 1 Accountant at a cost of \$4,829 (.10 FTE) and non-federal share at \$1,207;
  - 1 Office Support Staff at a cost of \$4,194 (.10 FTE) and non-federal share at \$1,048;

### B. Fringe Benefits is comprised of the following:

- Social Security, State Disability and Unemployment at the Negotiated Contract cost of \$30,110 and non-federal share at \$7,527;
- Health/Dental/Life Insurance at the Negotiated Contract cost of \$70,954 and non-federal share at \$17,739;
- Retirement at the Negotiated Contract cost of \$163,334 and in-direct at \$40,834; and
- Other fringe at the Negotiated Contract cost of \$11,618 and non-federal share at \$2,905.

### C. Travel is comprised of the following:

- There is no Out-of-Town Travel for Head Start Staff/Teachers in 2010-2011.

### D. Equipment is comprised of the following:

- There is no equipment costs projected over the \$5,000 threshold in 2010-2011.

### E. Supplies are comprised of the following:

- General Office Supplies at \$3,208 to support Head Start administration and program staff and non-federal share at \$802.
- Program materials and supplies at \$32,608 for classrooms and non-federal share at \$8,152.
- Bus passes to provide transportation for children and families at \$5,670 and non-federal share at \$1,417.

F. Contractual is comprised of the following:

- Nutritional services at \$13,164. All of our Head Start students receive snacks through the DPS Food and Nutrition Department at the cost of \$.75 per student per day. We receive CACFP reimbursement of \$74. In addition staff members that are required to model family style dining with the students, have lunch provided and paid for by the grant and non-federal share at \$3,291.

G. Construction is comprised of the following:

- There is no contractual costs budgeted for 2010-2011.

H. Other is comprised of the following:

- Training and Technical Assistance (including but not limited to tuition reimbursement and local conferences and training) is projected at \$8,671 and non-federal share of \$2,168; and
- Parent Policy Committee budget of \$4,000 (for supplies, travel, conferences, etc.) and non-federal share at \$1,000.

I. Total In-Kind charges is comprised of the following:

- Personnel
  - Classroom Volunteers at \$220,701 (at the rate of \$13.31 per hour for parent volunteers and \$46.32 per hour for parent policy committee meetings); and
  - Fringe Benefits at \$54,982.
- Supplies
  - Classroom and administrative supplies at \$24,608. The Colorado Preschool Program (which creates 15 full-day blended HS classrooms) provides \$96.50 per student in material and supplies and this is then used as in-kind. Parents, outside non-federal resources and the teachers themselves provide supplies to the classrooms.
- Other
  - Nutrition Services at \$6,615;
  - Mileage reimbursement at \$14,000;
  - Parent Policy Committee at \$1,000; and
  - Indirect at \$11,500. The contracted in-direct rate provides compensation to the district for the use of several departments:

human resources, purchasing, accounts payable and other administrative expenses.

Description	Amount	Category
Classroom volunteers, child-parent activities logs, reading logs, Parent Policy Committee meetings	\$16.62/hr (including benefits of 24.89%) for classroom volunteers totaling \$274,683	Personnel (including fringe benefits)
Supplies -- office supplies and classroom supplies pay for by Colorado Preschool and Kindergarten Program (CPP) and Denver Preschool Program (DPP)	\$24,608	Supplies
Mileage reimbursement (portion paid for with CPP and DPP dollars)	\$14,000	Other - local travel
Nutrition Services (portion paid for by CPP and DPP dollars)	Breakfast for teachers paid for through Colorado Preschool Program dollars totaling \$6,615.	Other - Nutrition Services
Parent Policy Committee meetings	\$60.89/hr (including benefits of 31.39%) for attendance totaling \$1,000	Other - Parent Policy Committee
In-Direct (secretary and accountant fees paid for by and DPP)	\$11,500	Other - In-Kind
<b>Total In-Kind Contribution</b>	<b>\$332,406</b>	

J. Indirect Costs (payable to Denver Public Schools) is comprised of the following:

- \$46,000 and non-federal share of \$11,500.

K. Totals for all budgeted categories is as follows:

- Costs for Program operations at \$1,320,953;
- Costs for training and Technical Assistance at \$8,671; and
- Non-Federal Share at \$332,406.

The annual salary compensation of Denver Public School's Director of Early Education and the Head Start director does not exceed the annual cap of \$172,200. The indirect cost funds are not allocated to those employees who are paid in excess of \$172,200 per year.

Denver Public Schools conducts an annual wage comparability study and the last wage comparability study for Denver Public Schools was conducted in spring 2008.

Colorado Department of Education  
Colorado School Districts/BOCES  
FY 2009-2010 Fixed With Carry Forward Indirect Cost Rate Calculations  
(Using FY 2007-2008 Audited Data)

Programs	Total Costs				Excluded and/or Unallowed Costs		Used by NonRestricted Rate		Used by Restricted Rate	
	All Costs (A)	Food (B)	Capital (C)	Other Exp (D)	Direct Costs	Indirect Costs	Direct Costs	Indirect Costs	Direct Costs	Indirect Costs
Instruction (0010-2099)	655,084,496	0	260,462	1,596,694	653,227,340		653,227,340		57,172,673	
Support Serv-Students (2100-2199)	60,349,095	0	7,159	3,169,263	57,172,673		57,172,673		75,780,957	
Support Serv-Inst Staff (2200-2219, 2221-2299)	76,230,805	0	76,100	373,747	75,780,957		75,780,957		1,194,949	
Educational Library Services (2220)	1,247,231	0	1,765	50,517	1,247,231		1,247,231		392,378	
Support Serv-General Admin w/ Grants (2300)	392,378	0	0	0	392,378		392,378			
Support Serv-General Admin (2300)	8,525,358	0	10,592	0	8,525,358		8,525,358		94,150,438	
Support Serv-General Admin w/o Grants (2300)	94,563,076	0	65,346	447,292	94,150,438		94,150,438		1,028,320	
Support Serv-Business w/ Grants (2500)	1,028,320	0	0	0	1,028,320		1,028,320			
Support Serv-Business w/o Grants (2500)	9,650,083	0	3,354	10,029	9,650,083		9,650,083		9,636,699	
Oper & Maint of Plant Serv w/ Grants (2600)	688,698	0	0	0	688,698		688,698			
Oper & Maint of Plant Serv w/o Grants (2600)	91,515,420	0	5,898,949	302,720	91,515,420		91,515,420		85,313,751	
Student Transportation Services (2700-2799)	30,617,354	0	6,196	25,065	30,617,354		30,617,354		30,586,093	
Sup Serv Cent w/ Grant (2800-2809, 2815-2899)	2,840,307	0	1,247,813	0	2,840,307		2,840,307		1,592,494	
Sup Serv Cent w/o Grant (2800-2809, 2815-2899)	53,779,825	0	583,341	139,792	53,779,825		53,779,825		53,056,693	
Planning/Evaluation (2810-2814)	1,900,500	0	0	0	1,900,500		1,900,500		1,900,500	
Other Support Services w/ Grants (2900)	3,718,448	0	0	3,718,448	3,718,448		3,718,448		0	
Other Support Services w/o Grants (2900)	10,083,854	0	0	0	10,083,854		10,083,854		10,083,854	
Volunteer Services (2910)	0	0	0	0	0		0		0	
Non-Instructional Services (3000-3099)	-15	0	0	0	-15		-15		0	
Food Services Operations (3100)	24,691,511	8,847,700	551,778	418,697	24,691,511		14,873,335		14,873,335	
Enterprise Operations (3200)	0	0	0	0	0		0		0	
Enterprise Instructional (3210)	0	0	0	0	0		0		0	
Enterprise Non-Instructional (3220)	0	0	0	0	0		0		0	
Community Services (3300)	5,669,321	0	7,671	53,979	5,669,321		5,607,672		5,607,672	
Education for Adults (3400)	14,207,113	0	58,084	90,385	14,207,113		14,058,645		14,058,645	
Facil Acquisition & Construction Svcs (4000)	499,200	N/A	N/A	N/A	499,200		N/A		N/A	
Other Uses (5000)	226,491	N/A	N/A	N/A	226,491		N/A		N/A	
Debt Service (5100)	408,909,960	N/A	N/A	N/A	408,909,960		N/A		N/A	
<b>TOTAL ALL PROGRAMS</b>	<b>1,556,518,831</b>				<b>952,254,477</b>		<b>166,605,763</b>		<b>1,036,879,530</b>	<b>72,777,246</b>

Notes:  
1. Except as otherwise noted:  
(a) Programs in the following funds are incorporated (b) Programs in the following funds are ignored:  
General (10), Colorado Preschool Program (19) Capital Reserve Special Revenue (21)

- Government Designated-Purpose Grants (22)
- Pupil Activity Special Revenue (23)
- Transportation (25)
- Other Special Revenue (20: 26-29)
- Food Service (51)
- Other Enterprise (50)
- Other Internal Service (60)
- Expendable Trust (71)
- Private Purpose Trust (72)
- Agency (73)
- Pupil Activity Agency (74)
- Other Trust and Agency (70)
- Charter School Fund (11)
- Risk Related Sub Fund of General Fund (18)
- Full Day Kindergarten Mill Levy Override Fund (24)
- Risk-Related Fund (64)
- Foundations (85)
- Bond Redemption (31)
- Other Debt Service (30)
- Building (41)
- Special Building and Technology (42)
- Capital Reserve Capital Projects (43)
- GASB 34: Permanent Fund (79)

- 2. All Costs = all objects
- 3. Food = objects 0630, 0633
- 4. Capital = objects 0700-0734, 0736-0799
- 5. Other Expenses/Uses = objects 0800, 0830, 0868, 0869, 0900, 0910, 0960, 0970, 0971, 0640 with Program 2220 only

	----- FY 2007-2008 -----	----- FY 2009-2010 -----
(a) APPLIED COSTS:		
(From 2 years prior)		
Fixed Rate Per Negotiation Agreement (Max 9.10%) (A / B)	9.10%	6.14%
Direct Costs (34 CFR 75.567)	598,950,489 (B)	1,036,879,530 (B)
Indirect Costs:		
Admin. Charges (34 CFR 75.565)	43,841,599	72,777,246
Carry Forward	12,451,179	-9,127,612
Total Indirect Costs	56,292,778 (A)	63,649,634 (A)

(b) ACTUAL COSTS:		
(From FY 2007-2008)		
Actual Direct Costs	1,036,879,530	
Actual Indirect Costs:		
Admin. Charges	72,777,246	
Carry Forward	12,451,179	
Total Indirect Costs	85,228,425	

(c) CARRY FORWARD COMPUTATION:		
Recovered:		
Fixed Rate x Actual Direct Costs	94,356,037 (E)	
9.1 % x 1,036,879,5		
Should Have Recovered Actual Indirect Costs for FY 2007-2008	85,228,425 (F)	
Under or (Over) Recovery for use in FY 2009-2010 (F - E)	-9,127,612	

Colorado Department of Education  
Colorado School Districts/BOCES  
FY 2009-2010 Fixed With Carry Forward Indirect Cost Rate Calculations  
NONRESTRICTED RATE - Not endorsed by CDE

	FY 2007-2008	FY 2009-2010
(a) APPLIED COSTS:		
(From 2 years prior)		
Fixed Rate Per Negotiation Agreement (Max 99.99%) (A / B)	21.45%	14.96%
Direct Costs (34 CFR 75.567)	545,233,626 (B)	952,254,477 (B)
Indirect Costs:		
Admin. Charges (34 CFR 75.565)	103,497,163	166,605,763
Carry Forward	13,475,293	-24,177,529
Total Indirect Costs	116,972,456 (A)	142,428,234 (A)

	FY 2007-2008	FY 2009-2010
(b) ACTUAL COSTS:		
(From FY 2007-2008)		
Actual Direct Costs	952,254,477	
Actual Indirect Costs:		
Admin. Charges	166,605,763	
Carry Forward	13,475,293	
Total Indirect Costs	180,081,056	

	FY 2007-2008	FY 2009-2010
(c) CARRY FORWARD COMPUTATION:		
Recovered:		
Fixed Rate x Actual Direct Costs	204,258,585 (E)	
21.4 % x 952,254,4		
Should Have Recovered Actual Indirect Costs for FY 2007-2008	180,081,056 (F)	
Under or (Over) Recovery for use in FY 2009-2010 (F - E)	-24,177,529	

\* Carry Forward will be 0 for rates provided for use in FY 2002-2003 because Carry Forward began in FY 1999-2000, and the 2002-2003 rates are based on 2000-2001 actual data. The rates for use in 2000-2001 were based on FY 1998-1999 actual data which did not employ the Carry Forward methodology.

# DENVER PUBLIC SCHOOLS 2010-2011 School Year Calendar

Adopted by School District No. 1 in the City and County of Denver and the State of Colorado

<p><b>JULY 2010</b></p> <p><i>First day of school</i></p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>3</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>10</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>17</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>24</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>31</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>18</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td></tr> </table>	S	M	T	W	T	F	S							3							10							17							24							31	11	12	13	14	15	16	18	18	19	20	21	22	23	24	25	26	27	28	29	30		<p><b>AUGUST 2010</b></p> <p><b>FIRST DAY FOR HEADS START</b></p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>7</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>14</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>21</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>28</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr> </table>	S	M	T	W	T	F	S							7							14							21							28								5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			<p><b>SEPTEMBER 2010</b></p> <table border="1"> 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**NO CLASSES FOR STUDENTS**

*Non-Student Contact Days (No classes for students)*

August 16, 17, 18; January 3; February 22; May 31; June 1

Total of 4.5 planning days - teacher self-directed planning. Total of 3.0 professional days - principal directed professional development. SLT to determine which non-student contact days are planning and which are professional.

**Parent/Teacher Conference Days (No classes for students)**

October 27 (Schools may modify the daily schedule for parent/teacher conference to meet the needs of the school community. Schools will also determine date and time for parent/teacher conference during 2nd semester.)

Early Release Day (School will dismiss three hours earlier than regular bell schedule.)  
March 25

**MSHS WALK-IN REGISTRATION**

August 12, 13

**EARLY RELEASE FOR STUDENTS**

October 15; December 8; January 18;  
February 17; April 18. School will dismiss three hours earlier than regular bell schedule.

**HOLIDAY/NO CLASSES**

- Independence Day - July 4
- Labor Day - September 6
- Veterans' Day - November 11
- Thanksgiving Day - November 25
- Christmas Day - December 25
- New Year's Day - January 1
- Marlin Luther King - January 17
- Presidents' Day - February 21
- Cesar Chavez Day - March 31
- (Observed March 28)
- Memorial Day - May 30

**VACATION/NO CLASSES**

**END OF TERM-TO BE FOLLOWED BY REPORT CARDS**

- ES, ECE-8 and MS Trimester: November 12; February 25; May 27
- 6-12, High School 6 Weeks: Sept. 24; Nov. 4; Dec. 17; February 18; April 14; May 27
- 6-12, High School 9 Weeks: October 13; December 17; March 14; May 27

**SEMESTER DATES**

First Semester Begins 8/19; Ends 12/17  
Second Semester Begins 1/4; Ends 5/27

**STUDENT REPORT DAYS**

78 Days  
94.5 Days  
172.5 Total Days

**TEACHER REPORT DAYS**

84 Days  
100 Days  
184 Total Days

**BENCHMARK ASSESSMENTS**

September 7-16; November 29-December 10; April 25-May 5

**MID-TERM AND END OF COURSE ASSESSMENTS**

September 7-16; December 6-16; May 9-25

The Calendar for the 2010-2011 school year is adopted by the Board of Education subject to the provision that if for any reason the School District must close schools for more than the time provided by the statutes, the adopted 2010-2011 calendar may be amended by the Board of Education to provide enough additional school days on Saturdays, during vacation, or at the end of the present calendar to meet legal requirements as required by the statutes.  
2/20/2009 9:24 AM



DENVER'S GREAT KIDS HEAD START  
PROGRAM YEAR 14 REPORT SCHEDULE

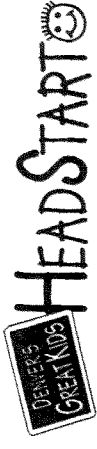
**Contract Documents**

<b>Report Name</b>	<b>Due Date</b>	<b>Report Description</b>
Budget Projection	With signed contract	Month by month spending forecast by designated categories
Bidder/Contractor/Vendor/ Proposer Disclosure	With signed contract	Disclosure of contributions of officers, directors, owners or principals.

**Administrative Reports to be submitted to the DKGHS Director by Delegate Agency**

<b>Report Name</b>	<b>Due Date</b>	<b>Report Description</b>
Self Assessment	January 29, 2011	Self Assessment plan, findings, analysis, and action plans
Detailed Program Narrative for PY14	January 29, 2011	ACF Grant application with Grantee special instructions
Policy Committee/Council Members Roster	When replacements occur, upon elections	Policy Committee/Council Representatives and Alternates
Policy Committee/Council Minutes	Last business day of month following meeting	Approved Policy Committee/Council monthly minutes





DENVER'S GREAT KIDS HEAD START  
PROGRAM YEAR 14 REPORT SCHEDULE

**Family Services Reports to be submitted to the DGKHS Family Services Administrator by Delegate Agency**

Report Name	Due Date	Report Description
Policy Committee/Council Members Roster	On-going; when replacements occur; upon elections	Policy Committee/Council Representatives and Alternates
Policy Committee/Council Minutes	Last business day of month following meeting	Approved Policy Committee/Council monthly minutes
Policy Council Delegate Report	On the 5 <sup>th</sup> day of each month by close of business day. If the 5 <sup>th</sup> is a holiday or weekend, report shall be due the Friday prior.	Form to be provided by Grantee Family Services Administrator
Program Information Report (PIR)	August 15, 2010	Annual ACF Report
Head Start Data for Management Information System	On the 5 <sup>th</sup> day of each month by close of business day. If the 5 <sup>th</sup> day is a holiday and/or weekend, report shall be due the Friday prior.	Fields required but not limited to the following: Delegate Agency and Center Enrollment Date First Date of Service Program Option Child's Enrollment Status Child's Full Name Child's Birth Date Child's Gender Child's Ethnicity Child's Race Parent(s) Full Name Family Type: One parent, Two parents, etc. Family Partnership Process: FPA status and follow up status. Family Service Worker's Name

**Education Reports to be submitted to the DGKHS Education Administrator by Delegate Agency**

Report Name	Due Date	Report Description
Teacher Qualifications Report	September 25, 2010 January 29, 2011	Report education levels of teaching staff.
Training/Staff Development Report	September 1, 2009	Training topics and number of hours
Child Assessments	October 30, 2010 February 26, 2011 June 25, 2011	Child outcomes information
Pedestrian Safety Training	Not later than September 15, 2010	Report dated 30 days after enrollment date.



DENVER'S GREAT KIDS HEAD START  
PROGRAM YEAR 14 REPORT SCHEDULE

**Financial Reports to be submitted to DGKHS Chief Fiscal Officer by Delegate Agency**

Report Name	Due Date	Report Description
Personnel	Last business day of October, January, April and July	Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date
Variance Report	Last business day of each month for previous month Exception: December report due January 15, 2011	Variance Report includes spending categories of federal and non-federal shares, annual budget, budget and expenses for month reported, variances between budget for month reported and expenses for month reported, dollar and percent variances and corresponding year-to-date information. Include payrolls, general ledgers, invoices over \$1,000 charged to Head Start
USDA Reimbursement Report	Last business day of October, January, April and July	Report of reimbursement from USDA for Head Start children only
Administrative and Development Costs	Last business day of October, January, April and July	Report by category of all administrative and development costs
Program Budget (PY13)	February 5, 2011	Copy and diskette of Program Year 14 budget prepared in GABI
Single Audit Report	Within four months of end of the prior budget period	Single Audit Report including management letter and corrective actions if applicable
Inventory Report	July 30, 2010	Listing of equipment purchased with Head Start funds
Certificate of Insurance	July 30, 2010	Accord Insurance form designating appropriate insurance coverage

**Administrative Reports prepared for Delegate Agency by DGKHS**

Report Name	Due Date	Report Description
Monitoring Reports/Action Plans	Ongoing	Action Plans
Program Design Management Report	Last business day of August, January and April	Prepared by DGKHS staff for Delegate Agencies that may include status of agency reporting to DGKHS in the areas of administration, education, family services, finance, disabilities
Family Services Report	Monthly-Head Start Management Team meetings	Aggregate information regarding attendance, enrollment, and family partnership agreement status
Policy Council minutes	Last business day of month following meeting	Approved Policy Council minutes in English and Spanish

GE 00332

**COLORADO SCHOOL DISTRICTS SELF INSURANCE POOL  
CERTIFICATE OF COVERAGE**

GE90473

06/24/2009

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.**

MEMBER: DENVER PUBLIC SCHOOLS #1  
ATTN: STEPHEN FINLEY  
ADDRESS: 750 GALAPAGO STREET  
CITY, STATE ZIP: DENVER, CO 80204  
  
POLICY NUMBER: 1601-09-00001  
POLICY PERIOD: 07/01/2009 to 07/01/2010

**Colorado School Districts Self Insurance Pool**, 6857 South Spruce St.  
Centennial, Colorado 80112  
(303) 722-2600  
(303) 722-7888 Fax

THIS IS TO CERTIFY THAT THE POLICY OF COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE MEMBER 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 COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, DEFINITIONS AND CONDITIONS OF SAID POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	LIMITS/DEDUCTIBLES	
<b>SCHOOL ENTITY LIABILITY</b> Occurrence Form	EACH OCCURRENCE OR WRONGFUL ACT	\$ 2,000,000
	ANNUAL AGGREGATE LIMIT	\$ 5,000,000
	MEDICAL EXPENSE (Per person/Per accident)	\$ 1,000/\$10,000
<b>AUTOMOBILE</b> Any Auto, Hired and Non-Owned	LIMIT PER ACCIDENT	\$ 1,000,000
Medical Payments	LIMIT PER ACCIDENT/PER PERSON	\$ 5,000
<b>PROPERTY</b> Special Form	BUILDING/ BUSINESS PERSONAL PROPERTY LIMIT	\$ 1,000,000,000
	DEDUCTIBLE	\$ 100,000
Auto Physical Damage Coverage	AUTO PHYSICAL DAMAGE DEDUCTIBLE	\$ 1,500
	DAMAGE TO NON-OWNED PROPERTY	\$ 100,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

As respects to any event, activity or function hosted by the insured on the Certificate Holder's premises or locations during the policy period, but only as respects to the insured's negligence.

**CERTIFICATE HOLDER:**

Denver Great Kids Head Start  
Attn: Marilyn Hosea  
201 West Colfax  
Denver, CO 80202

**CANCELLATION:** SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE, WE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

*Cheryl Mangels*

GE00332

Client#: 29191

DNVRPUB1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
6/19/2009

**PRODUCER**  
IMA of Colorado, Inc.  
1550 17th Street, Suite 600  
Denver, CO 80202  
303 534-4567

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

**INSURED**  
Denver Public Schools  
750 Galapago  
Denver, CO 80204

INSURER A: **Hartford Life & Accident Ins.**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b> *Accident Death & Dismemberment	34SR844208	07/01/09	07/01/10	<b>\$5,000 Accidental Death</b> <b>\$10,000 Dismemberment</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
This policy covers each insured person while participating in Head Start Program activities which are sponsored by, under the direct supervision of, and while on the designated premises of the policyholders; or traveling in a group in connection with Head Start activities under direct supervision of policy holder.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
City & County of Denver Attn: Kay Franklin Denver's Great Kids Head Start 201 West Colfax, Dept. #1107 Denver, CO 80202		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>LPM</i>

Exhibit E  
Page 2 of 2

Denber Public Schools Head Start 2008-2009

<u>Center</u>	<u>Address</u>	<u>Times</u>	<u>Days of Operation</u>
Barrett Elementary	2900 Richard Allen Ct, Denver, CO	9-3:45	M-Th
Cole Elementary	3240 Humboldt Ave., Denver, CO	8:45-3:45	M-F
Columbine Elementary	2540 East 29th Ave., Denver, CO	8:15-3:00	M-Th
Force Elementary	1550 S. Wolfe St., Denver, CO	8:15-3:00	M-Th
Ford Elementary	14500 Maxwell Place, Denver, CO	8:00-2:45	M-Th
Greenlee Elementary	1150 Lipan St., Denver, CO	8:00-3:00	M-Th
Montclair Elementary	(At Palmer) 995 Grape St., CO	9:00-3:45	M-Th
Oakland Elementary	4580 Dearborn St., Denver, CO	9:00-3:45	M-F
Smith Elementary	3590 Jasmine St., Denver, CO	8:00-2:45	M-F
Westerly Creek	8800 East 28th Ave., Denver CO	9:00-3:00	M-F
Whittier Elementary	2480 Downing ST., Denver CO	8:10-3:00	M-F

The first day of class for Head Start Centers is August 26, 2010 and the last day of class is May 27, 2010.  
Phase in at all schools begins August 19,2010.

DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY 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 city as determined by the career service board under subsection (c).

(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. 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. 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, mechanics, 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 city. 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 city 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 periodically at least every six (6) months, 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 city. The rates shall be determined using the same method as used for those classes which are covered by the Davis-Bacon Act, except the following classifications of workers shall have their rate of pay and the overtime and other benefits based upon the rate of pay and the overtime and other benefits currently and most commonly paid to such full-time workers in the city:

Custodian I

Custodian II

Window Cleaners, Journeyman

Career service authority, upon receipt of information from any person interested in the above listed classifications, shall recommend to the mayor and city council a methodology for establishing prevailing rates for those classifications by January 15, 2000.

If there is insufficient data available in the city to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the city 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 non-construction workers such as janitorial or custodial workers at least twice per month.

(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 auditor shall not approve any 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. 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 week 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.

(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)

Sec. 20-77. Reserved.

Editor's note--Former §20-77 pertained to affirmative action/equal employment opportunity, was repealed by §1 of Ord. No. 513-90, adopted Sept. 4, 1990, and originated from the 1950 Code, §161.1E. For current provisions pertaining to similar subject matter, see §28-31 et seq. and §28-91 et seq.

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 auditor 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)

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)

Secs. 20-80--20-84. Reserved.