

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the Denver Head Start Office (the “Agency”, and office of the Office of Children’s Affairs, and together with Denver, the “City”) and **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado not-for-profit corporation, whose address is **3801 Martin Luther King Boulevard, Denver, Colorado 80205** (the “Contractor”), jointly “the parties”.

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

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

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

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

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

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

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

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

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

I. “Services” means the scope of services to be provided by the Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to administer and operate Head Start programs. For purposes of providing the Services, the Contractor is a subrecipient of federal Head Start funds.

J. “Subcontractor” means any entity other than a Subdelegate that furnishes,

to the Contractor or its Subdelegates or Vendors, services (other than Head Start professional services), goods or supplies under this Agreement.

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

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

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

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

A. Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2019-2020.

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

4. TERM: The Agreement will commence on July 1, 2019, and will expire on June 30, 2020 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

Clayton Early Learning, Trustee, George W. Clayton Trust
City Alfresco No. 201948396
Head Start Delegate Template (Date last revised: 4/4/19)

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

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

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

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

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

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

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

D. Permit the City or the ACF to carry out reasonable monitoring and evaluation activities and ensure the cooperation of the Contractor, its employees, agents, board members, and subcontractors in such efforts;

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

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

G. Provide proper supervision of all children at all times and develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practice(s). The Contractor will notify the Director without delay of any incidents that involve serious injury or death to a child enrolled in Head Start or otherwise receiving Head Start services regardless of cause that occur on any of Contractor's Site Locations in accordance with the policy and procedures of the Denver Head Start

Office as designated by the City and approved by the Contractor's management team. Further, in addition to all requirements established by law, the Contractor will report without delay to the City and to any and all appropriate authorities, any incidents of suspected or known child abuse or neglect of a child enrolled in Head Start or otherwise receiving Head Start services.

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

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

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

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

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

L. Comply with all directives of the City issued in the form of a City- issued monitoring report within all timeframes designated in said City monitoring report. The Contractor will deliver to the City written confirmation of compliance with said directives on or before a date reasonably designated by the Director. If the Contractor cannot in good faith comply with any

directive contained in a City monitoring report by the deadline established by the Director, the Contractor will notify the Director, on or before the deadline for written confirmation of compliance, in writing of the reasons why Contractor is unable to comply with a required directive and will propose a new date upon which the Contractor expects to comply with said directive. The Director will approve or disapprove of this new timeframe in writing, which approval will not be unreasonably withheld.

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

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

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

7. COMPENSATION:

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

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

C. Invoices: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the last business day of the following month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this

Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One-Million Three-Hundred Nineteen Thousand Eight-Hundred Seventy-Eight Dollars and Zero Cents (\$1,319,878.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

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

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

F. Non-Federal Share Match. The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **Three-Hundred Twenty-Nine Thousand Nine-Hundred Sixty-Nine Dollars and Fifty Cents (\$329,969.50)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each

expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

Every one of Contractor's Expenditure Variance Reports will be certified to be correct by an authorized representative of Contractor and will reference the Contract Control Number of this Agreement as designated below on the City's signature page. Every one of Contractor's Expenditure Variance Reports will be submitted with supporting documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction listings, journals and invoices paid by the Contractor that equal or exceed One Thousand Dollars (\$1,000.00) for any transaction, time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing that services were performed within the period for which the payment is requested. Contractor will make available to the City and provide the City with a copy of any and all such documentation upon request.

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2019-2020, HHS may issue only a partial financial award for program costs for Program Year 2019-2020. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

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

on **Exhibit B**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.

I. Updated Program Conditions: If additional conditions are lawfully imposed on the Head Start Program and the City by federal, state, or local law, executive order, rules and regulations, or other written policy instrument, the Contractor will comply with all such additional conditions. If the Contractor is unable or unwilling to accept any such additional conditions concerning the administration of the Head Start Program, the City may withhold payment to the Contractor of any unearned funds or terminate this Agreement in accordance with Section 19.A.2, below. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments.

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

8. REPORTS:

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

(1) Enrollment Report. The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor at all times the number of students it has enrolled for Head Start services and will promptly identify any and all vacancies.

In the event that the Contractor determines that it has not maintained the designated number of enrolled students, the Contractor will include in the Enrollment Report a detailed explanation as to why such levels were not maintained and a detailed description of how Clayton Early Learning, Trustee, George W. Clayton Trust
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Head Start Delegate Template (Date last revised: 4/4/19)

Contractor will return said levels to the designated number. The Enrollment Report will be consistent with any format designated by the City;

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

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

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

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

(6) **Self-Assessment Report.** The Self-Assessment Report will include a description of the progress of work set forth in **Exhibits A and B** as well as an evaluation of the effectiveness of Contractor's management systems, child development and health services, family and community partnerships, program design and fiscal management operations information and will be consistent with any format designated by the City;

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

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

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

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

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

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

11. EXAMINATION OF CONTRACTOR RECORDS:

A. Any authorized agent of the City including the City Auditor or the Auditor's representative, or any authorized agent of the federal government has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving

transactions related to this Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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

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

12. AUDIT REQUIREMENTS:

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

B. Contractor will complete and deliver two copies of its audit report no later than six (6) months after the Contractor's prior budget year unless such time frames are extended in writing by the responsible HHS official. If the responsible HHS official extends said time frames, in writing, then Contractor's audit report will be submitted to the City at least two months prior to the new deadline. Contractor's agreements with any Subdelegates or any Vendor will contain a clause stating that Subdelegates or Vendors, as appropriate, are subject to the Audit Requirements of this Agreement or as may be imposed by federal, state and City law. Contractor's audit will either include an audit of Subdelegates and any Vendor, unless said Vendor has been exempted in writing by the Director, or Contractor will cause Subdelegates and, if directed in writing by the Director, any Vendor to provide separately their own independent audits. If a Subdelegate or Vendor conducts its own audit for Head Start services provided hereunder, then the Contractor will provide two copies of such audit or the portions that pertain to Head Start services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subdelegates and any Vendor.

C. If, as a result of any audit relating to the fiscal performance of Contractor or its Subdelegates concerning Head Start programs, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time

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

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

13. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor. No payment, or other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach of any term of Agreement constitutes a waiver of any other breach.

14. INSURANCE:

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

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be

canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

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

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

(9) **Student Accident**: Contractor will maintain limits of Fifty Thousand Dollars (\$50,000) per claim for participants in the Head Start Program.

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

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

(12) **Additional Provisions**:

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insured

provision (no insured v. Insured exclusion);

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

(b) For claims-made coverage:

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

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

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

15. DEFENSE AND INDEMNIFICATION:

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

B. Contractor's duty to defend and indemnify the City Indemnities shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the City Indemnities shall arise

even if the City is the only party sued by claimant and/or claimant alleges that the City's Indemnities' negligence or willful misconduct was the sole cause of claimant's damages.

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

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

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

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

17. ASSIGNMENT AND SUBCONTRACTING:

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

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

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable federal and state laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor will submit proposed subcontract agreements to the Director for the Director's review and approval no later than thirty (30) calendar days prior to the commencement

of the Program Year or the commencement date of the proposed contract whichever is later. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

18. TERMINATION:

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

(1) If the Contractor is to correct the identified Deficiencies according to a deadline established by the Director, the Contractor will verify in writing to the Director, no later than ten (10) calendar days after the designated deadline, that Contractor corrected the Deficiencies and the specific measures taken to complete such corrective actions.

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

(3) Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in writing to the Director that it corrected each identified deficiency according to the Quality Improvement Plan and will further state the measures taken to correct each identified deficiency. If the Contractor does not complete the Quality Improvement Plan on or before the date designated for completion, the Contractor will provide written notice to the Director within twenty-four (24) hours of the date designated for completion and will state the reasons why the Contractor did not complete the Quality Improvement Plan and provide a new date of expected completion.

Contractor's notice of non-completion of the Quality Improvement Plan will not be deemed to be a waiver of Contractor's obligations under the original Quality Improvement Plan. In no case will the deadline proposed in any Quality Improvement Plan exceed one year from the date that the Contractor received official notification of the deficiencies to be corrected.

B. Remedies for failure to timely correct deficiencies. If the Contractor fails to timely correct any deficiency or deficiencies identified by the City, the City has the right to take any or all of the following actions, in addition to any and all other actions authorized by law:

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

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

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

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

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

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

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

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

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

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

19. OTHER GROUNDS FOR TERMINATION:

A. By the City.

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

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

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

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

B. By the Contractor. The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations, and activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of Clayton Early Learning, Trustee, George W. Clayton Trust
City Alfresco No. 201948396
Head Start Delegate Template (Date last revised: 4/4/19)

liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

C. Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in Section 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.

20. PROCUREMENT:

A. **Tangible Property.** The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws, the standards identified in this Section, and 45 CFR Parts 75-327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the "Procurement Standards" contained in 45 C.F.R. Part 75 and consistent with the requirements contained in this Section 20.

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

C. **Real Property; Intangible Property.** Contractor will not use Head Start funds to purchase or otherwise acquire title to real or intangible property without the prior written consent of the City. Any proposed transaction to acquire title to real or intangible property will be

made in conformance with applicable federal laws and any and all requirements as may be designated by the City.

21. SITE LOCATIONS, LEASES AND LICENSES:

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

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

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

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

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

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

- A.** The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B.** Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C.** 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, 92 and 107;
- D.** All applicable circulars of the U.S. Office of Management and Budget ("OMB") including without limitation Omni-Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, *et seq.* and 2 CFR Part 25.110;
- E.** Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;
- F.** The terms and conditions of the Notice of Grant Award issued by ACF to the City concerning the Head Start program. Contractor further acknowledges that the Notice of Grant Award governing the Term has not yet been fully executed between the City and ACF;
- G.** The terms and conditions contained in all exhibits to this Agreement unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of the Services;
- H.** The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;

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

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

J. Byrd Anti-Lobbying. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

K. "New Restrictions on Lobbying" as set forth in implementing regulations 45 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;

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

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

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

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

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

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

interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Health and Human Services that that no person otherwise eligible to participate in programs and services supplied under this Agreement will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 C.F.R. Part 75.300(c);

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

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

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

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

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

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

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

U. No Employment of Illegal Aliens to Perform Work Under the Agreement (City Ordinance):

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

(2) The Contractor certifies that:

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

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

(3) The Contractor also agrees and represents that:

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

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

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

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

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

with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

23. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

24. CONFLICT OF INTEREST:

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

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

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

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

With a copy of any such notice to:

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

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

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

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

28. CONFIDENTIAL INFORMATION; OPEN RECORDS:

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

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

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

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

D. “Data Protection Laws” means (i) all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all Personal Information and City Data in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children’s Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

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

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

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

designed to protect the City Data and protected information from unauthorized access, use, modification, disclosure, or destruction.

H. Loss of Personal Information or City Data: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the person affected for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

I. Data Retention and Destruction: Using appropriate and reliable storage media, Contractor will regularly backup all City Data and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely destroy or transmit to City the City Data in an industry standard format. Upon the City's request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Data controlled exclusively by Contractor, Contractor will immediately preserve the state of the Personal Information or City Data at the time of the request and place a "hold" on Personal Information or City Data destruction or disposal under its usual records retention policies of records that include Personal Information or City Data, in response to an oral or written request from City indicating that those records may be relevant to

litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

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

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

L. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and City Data on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or City Data. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

M. Open Records: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this

Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

29. INTELLECTUAL PROPERTY RIGHTS:

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

B. New Original Works. The City and Contractor intend that all property rights to new materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created, developed, or supplied by the Contractor in connection with the Services, any derivative works thereof, in preliminary or final form and on any media whatsoever (collectively, "New Original Works"), shall belong to the City free and clear from any and all claims of any nature relating to the Contractor's contributions and other efforts. The Contractor shall disclose all such items to the City unless the Director directs otherwise in writing. Contractor assigns to the City and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the New Original Works and all works based on, derived from, or incorporating the New Original Works. Whether or not Contractor is under contract with the City at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the City, to enable the City to secure patents, copyrights, licenses and other intellectual property rights related to the New Original Works.

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

Original Works by all means and methods and in any format now known or invented in the future. The City may assign and license its rights under this license.

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

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

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

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

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

30. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, Clayton Early Learning, Trustee, George W. Clayton Trust
City Alfresco No. 201948396
Head Start Delegate Template (Date last revised: 4/4/19)

performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

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

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

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

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

36. PARAGRAPH/SECTION HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed as to define or limit the terms and provisions hereof.

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

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

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

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

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

Exhibit List follows

Exhibits to Head Start/Delegate Agency Agreement

- 1. Exhibit A**, Contractor's Application and narrative to provide Head Start Services for program year 2019-2020.
- 2. Exhibit B**, Contractor's Budget.
- 3. Exhibit C**, Calendar of Times and Days of Operations.
- 4. Exhibit D**, Schedule for submission of reports.
- 5. Exhibit E**, Certificate of Insurance.
- 6. Exhibit F**, Site Locations.
- 7. Exhibit G**, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: MOEAI-201948396-00

Contractor Name: CLAYTON EARLY LEARNING, TRUSTEE,
GEORGE W. CLAYTON TRUST

By: Charlotte M. Brantley

Name: Charlotte M. Brantley
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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Section I. Program Design and Approach to Service Delivery

A. Goals

1. Program Goals, Measurable Objectives and Expected Outcomes

Clayton Early Learning Head Start has made no additions, deletions or revisions to its Program Goals, Measurable Objectives, and Expected Outcomes since last year's baseline application.

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

2. Reporting on Program Goals

Table 1, beginning on the next page, summarizes progress and outcomes toward meeting the Measurable Objectives. Another source of information on progress is the program strengths identified in the most recent program self-assessment (2019), and detailed in the final section of this narrative.

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

<p>Program Goal 1: All Clayton Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.</p>	
<p>Objective(s) 1.1 By 2023 ensure the implementation of high quality teaching practices and environments as measured by CLASS® and ECERS.</p>	
<p align="center">Progress, Outcomes, and Challenges</p>	
<p>Year 1 (baseline)</p>	
<p>ECERS 3 scores (2016-2017): 5.0 Total, 5.0 Space & Furnishing, 4.0 Personal Care Routines, 5.0 Language and Literacy, 5.0 Learning Interactions, 5.0 Interactions, 5.0 Program Structure.</p>	<p>Pre-K CLASS® Scores (2016-2017): 6.5 Emotional Support, 6.0 Classroom Organization, 3.5 Instructional Support</p>
<p>Year 2</p>	
<p>ECERS 3 scores (2017-2018): 4.3 Total, 4.4 Space & Furnishing, 3.6 Personal Care Routines, 5.1 Language and Literacy, 3.5 Learning Interactions, 5.1 Interactions, 5.2 Program Structure.</p>	<p>Pre-K CLASS® Scores (2017-2018): 6.5 Emotional Support, 5.8 Classroom Organization, 2.8 Instructional Support</p>
<p>Progress/Outcomes</p> <p>Teachers used their annual CLASS & ECERS assessments to set goals during consultation meetings. The CI MC team has begun to meet monthly to look closer at data (including CLASS & ECERS and set goals). Monthly meetings have led to an increase in talking about these tools in coaching. Teachers include intentional environmental changes to their weekly lesson plans. HS teachers attended a training on the ECERS tool during pre-service (August 2018).</p>	<p>Challenges</p> <p>Though the total ECERS3 score for Educare Denver increased nearly a half of a point from 2016-2017, staff attrition continues to put a strain on instructional coaching. Successful efforts have been made to develop a series of trainings on the tools for teaching staff to gain initial and deeper understanding of how the quality of environments are measured with these tools. Additionally, the Curriculum & Instruction team has been participating in deeper discussions about how the results from these observations can be used to support instruction in the classroom.</p>

	<p>Clayton will address staff attrition through surveys and resources such as Teach For America. All teachers will complete an “Intent to Return in Fall” form and “School Culture” survey. Our goal is to have an understanding of gaps in hiring, plan for intentional onboarding and identify supports needed for scheduling and classroom coverage. Clayton has hired one TFA applicant to co-lead in an extended day classroom.</p>
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Develop and implement individualized, intentional and meaningful plans for children in consultation with parents. • Convene teachers and CFE’s regularly to collaborate on plans for children and families; quarterly this meeting serves as a time for child family reviews. • Implement practices to enhance outcomes for all children in STEAM – science, technology, engineering, the arts and mathematics. • Use child assessment data to data to inform planning and practice. • Use CLASS results to improve classroom culture and the quality of child/teacher interactions. • Provide training on interdisciplinary practice to build the capacity of staff to engage in collaboration. • Individualized language goals for dual language learners 	
<p>Data, Tools, or Methods for Tracking Progress Above: Educare Learning Network (ELN) staff survey results; ELN Outcome Study Data; social/emotional assessments; CLASS results; DECA results; PLS-5; PPVT; Teaching Strategies GOLD®; Organizational Climate Inventory results; ECERS results.</p>	
<p>Objective(s) 1.2 By 2023 Plan and implement curriculum and instructional strategies with sufficient fidelity, consistency, frequency and intensity to ensure children’s mastery of skills as measured by TS GOLD®.</p>	
<p style="text-align: center;">Progress, Outcomes, and Challenges</p>	
<p style="text-align: center;">Year 1 (baseline)</p>	
<p>TS GOLD® (2016-2017) Percentage of Children Meeting or Above Growth Range: 71% Social-Emotional, 82% Physical, 76% language, 71% Cognitive, 81% Literacy. and 84% Mathematics</p>	
<p style="text-align: center;">Year 2</p>	
<p>During 2017-2018 of the 3 year age group growth gains on the TSGOLD® Domains were: Social Emotional 73%, Physical 86%, Language 82%, Cognitive 77%, Literacy 67%, and Mathematics 68%, and of the Pre-K age group: Social-Emotional 61%, Physical 94%, Language 69%, Cognitive 83%, Literacy 85% and Mathematics 89% that were at or above national expectations.</p>	
<p>Progress/Outcomes</p>	<p>Challenges</p>
<p>Teachers have two (2) hours of planning/coaching each week. They use this time to develop individualized, intentional & meaningful plans that support children in their development. Additionally, teaching teams have an EI meeting each month, to discuss success, challenges and strategies with an interdisciplinary team and develop next steps. The Curriculum team engaged in a fidelity to</p>	<p>TS GOLD® is only one of the tools used to monitor progress in the Clayton Early Learning Head Start program. Teachers are encouraged to use other standards/objectives (i.e. the Colorado Early Learning Guidelines & the HS Early Learning Framework). Some teachers find it challenging to balance the effective use and application of these multiple developmental tools.</p>

<p>Creative Curriculum study in order to support teachers in delivering the curriculum. Teachers had the opportunity to look at this data and develop some next steps for their own implementation. Mentor Coaches monitored teacher’s data entry into TSG, resulting in more authentic observations and next steps for child outcomes.</p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Implement The Creative Curriculum for Preschool. • Administer multiple methods of assessment over time to provide insight into the educational experiences that will be the most valuable for individual children. • Provide training, coaching and reflective supervision to staff across a variety of evidence-based content areas. • Implement comprehensive data utilization practices to support individualized learning opportunities for all children. • Convene a curriculum work group (including parents and staff) to examine the rigor of curricula implementation using tools such as curriculum mapping tool and lesson planning rubrics. 	
<p>Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Preschool Screenings & Assessments: Teaching Strategies GOLD®, PLS-5, ESI-R PPVT, Bracken, DECA, lesson plan review, parent participation in home links and school activities, Touchpoints© evaluation. • Outcome Evaluation Child Assessments: Annual analysis of outcome data and longitudinal data in collaboration with DPS. 	
<p>Objective(s) 1.3 By 2023 Use the research base and program language policy to support families in implementing language and literacy strategies as measured by Dialogic Reading implementation.</p>	
<p style="text-align: center;">Progress, Outcomes, and Challenges</p>	
<p style="text-align: center;">Year 1 (baseline)</p>	
<p>Benchmark of 80% of Parents are trained in Dialogic Reading</p>	
<p style="text-align: center;">Year 2</p>	
<p>100% of families were offered dialogic reading workshops throughout the program year and encourage families to read in their home language. Books are often distributed to families at family meetings and events to build a home library.</p>	
<p>Progress/Outcomes</p>	<p>Challenges</p>
<p>In November 2018, families were invited to sign up for Dolly Parton’s Imagination Library, a book gifting program that mails free books to children birth to age five. CFEs and Teachers supported families in using these books to implement Dialogic Reading strategies. February was I Love to Read Month. Related activities include parent trainings on techniques related to Dialogic Reading and using picture book</p>	<p>There are no challenges at this time.</p> <p>At this time there are no specific numbers available for dialogic reading. These workshops have been offered in various venues. Moving forward Clayton’s family engagement team will document the name of families and date of completion of DR workshop and training in COPA.</p>

<p>interactions to increase their children’s oral language and vocabulary. We also continue to offer mini Dialogic Reading trainings during Parent/Child Activities throughout the year in our classrooms.</p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Collaborate with parents to expand everyday learning through Home Links that connect with the classroom’s lesson and Teaching Strategies GOLD© parent activities. • Engage teachers, CFEs and parents to collaboratively develop Individual Child Curriculum Plan (ICCP) and set family goals in Child Family Reviews. • Hold parent meetings in each classroom to engage parents with the classroom curriculum. • Provide program-wide all-parent meetings that offer training and support in diverse topics related to child development, language and literacy and that engage the family in their child’s education, including Dialogic reading. • Provide staff training and coaching in child language and literacy development, family literacy strategies, and adult learning strategies. • Implement developmentally appropriate family literacy practices and strategies. 	
<p>Data, Tools, or Methods for Tracking Progress Above: Attendance reports from Dialogic Reading trainings; Evaluation forms from Dialogic Reading trainings</p>	

<p>Program Goal 2: All Clayton Denver Great Kids Head Start children will receive culturally and linguistically responsive high-quality health, mental health and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.</p>	
<p>Objective(s) 2.1 By 2023 Foster social/emotional health as a foundation for all other learning for children, families and staff as measured by TS GOLD©, and DECA-IT.</p>	
<p>Progress, Outcomes, and Challenges</p>	
<p>Year 1 (baseline)</p>	
<p>100% of children will make gains on measures of social emotional development and self-regulation.</p>	
<p>Year 2</p>	
<p>68% of the 3 year age group, and 89% of the Pre-K age group made growth gains on the TSGOLD© Social Emotional Development domain that were at or above national expectations (2017-2018).</p>	
<p>Progress/Outcomes An organization wide effort was begun to increase classroom use of the program’s social-emotional curriculum, Conscious Discipline. A cohort of teachers and coaches attended the Conscious Discipline training over the summer (2018). Additionally, during the 2018-19 school year, a group of Lead Teachers has been meeting bi-weekly to learn about Conscious</p>	<p>Challenges The biggest challenge is the breadth of resources, tools, curriculums, initiatives & approaches we are challenging teachers to implement in their classroom. The breadth of resources don’t allow teachers to get as much depth with any one resource, including Conscious Discipline.</p>

<p>Discipline and plan for deeper classroom implementation. This increased focus on Conscious Discipline has begun to trickle down to more staff members, resulting in classrooms that nurture children’s social-emotional health by building emotionally supportive classrooms. Specific strategies include breathing, safe place, classroom jobs, visual routines and schedules, “I Love You” and other connecting rituals, intentional greetings, noticing, and safe language. During monthly Individualized Education Plan (IEP) meetings, an interdisciplinary team talks about each child’s social-emotional development, using data from DECA when it is timely. Coaches also have goals related to areas of growth in the ECERS.</p>	<p>Clayton school directors and mentor coaches will complete a cross walk of resources, tools, initiatives and approaches offered to teachers. They will identify common elements to simplify and embed the content and use of all resources.</p>
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Build trusting relationships with children and families. • Provide emotionally supportive classroom environments and model positive approaches to learning. • Promote a positive organizational climate that values culturally competent and respectful interactions between children, families and staff. • Provide training and coaching to staff on Conscious Discipline. • Pilot a coaching intervention called Embedding Mindfulness for Building Responsive and Competent Educators (EMBRACE). • Continue to train and mentor staff of implantation of the Touchpoints© approach. 	
<p>Data, Tools, or Methods for Tracking Progress Above: DECA, TSGOLD©, Touchpoints© Evaluations; ELN Staff Survey; CLASS scores for positive climate; EMBRACE Pilot Evaluation Findings and Progress</p>	
<p>Objective(s) 2.2 By 2023 Foster overall health of children and families through improved health, nutrition and physical activity practices as measured by comprehensive monitoring of up to date medical and dental status.</p>	
<p style="text-align: center;">Progress, Outcomes, and Challenges</p>	
<p style="text-align: center;">Year 1 (baseline)</p>	
<p>100% of children are current on screenings, immunizations, well-child checks and nutrition assessments 85% of children maintain a healthy weight (BMI).</p>	
<p style="text-align: center;">Year 2</p>	
<p>99% of children are current on screenings, immunizations, well-child checks and nutrition assessments 91% of children maintain a healthy weight (BMI).</p>	
<p>Progress/Outcomes</p>	<p>Challenges</p>
<p>Program staff ensure menus are culturally and developmentally appropriate for all children, families, and staff support cooking activities in classroom and home links. Clayton Early Learning makes diet accommodations for all</p>	<p>There are no challenges at this time.</p>

<p>children, regardless of their nutrition or physical accommodations; and provide fresh produce and bread weekly through our partners Denver Food Rescue and Denver Urban Gardens. Staff wellness events are mirrored for children and families, e.g. bike to work/school day; Taste of Clayton; Green Smoothie day; hydration stations; nutrition workshops. We collaborate with Culture of Wellness in Preschools using I am Moving, I am Learning and the National Integrative Nutrition Education Program. A WIC dietitian is available to families on site for consultation for children and families. 100% of children have nutrition assessments completed; 90% of children have a healthy weight; 100% children have a medical home; 100% of children have a dental home; 100% of children have medical insurance; 92% of children have a well child check up to date; 90% of children have been determined by a health care professional to be up-to-date on all immunizations appropriate for their age (Of the remaining children, 7% of children were determined by a health care professional to have received all immunizations possible at this time; 3% of children meet state guidelines for an exemption from immunizations).</p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Assist families to access health insurance and a medical home. • Implement family wellness activities and workshops within the program and the home through physical health and nutrition curricula. • Providing training, information and supports that enhance parent knowledge of and improved practice in implementing nutritious meals and physical activity. • Strengthen parent understanding of best practices in oral health and the importance of referral follow-up. • Implement family engagement activities that focus on supporting family development in the area of health, mental health and nutrition services. 	
<p>Data, Tools, or Methods for Tracking Progress Above: Monthly health data reports; screenings; referral tracking report data; workshop attendance reports; workshop evaluations</p>	

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

Objective(s)

3.1 By 2023 Support families in meeting their education, health, social service and family goals as measured by monitoring of Family Partnership Agreements.	
Progress, Outcomes, and Challenges	
Year 1 (baseline)	
100% of families develop and make progress on family partnership agreement goals.	
Year 2	
87% of School Based of families developed and made progress on family partnership agreement goals and 7% of families declined to complete one.	
Progress/Outcomes	Challenges
100% of family Engagement staff completed training on the CCR and its use in identifying the needs of the families. The family engagement team plans include Goal Setting and relationship building based upon PFCE to ensure staff are supporting families in meeting their goals.	64% of Child Family Educators are newly hired since March 2018. Of these (7), only 1 individual had previous Head Start experience.
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Assist families indicating education, health and social service goals on their FPA to develop a realistic plan to achieve their goals. • Provide families support in identifying and addressing barriers in achieving goals. • Recognize and address barriers to access ESL and GED classes, health, and social service agencies. • Make referrals to educational, health and social service agencies. 	
Data, Tools, or Methods for Tracking Progress Above: Referral tracking report; FPA data and follow-up data	
Objective(s)	
3.2 By 2023 Ensure integration of child development and family support services as measured by staff and family surveys.	
Progress, Outcomes, and Challenges	
Year 1 (baseline)	
Qualitative analysis of parent and staff survey data and results from annual self-assessment	
Year 2	
Progress/Outcomes	Challenges
Teachers and assigned CFEs meet weekly to support one another in their work with children and their families in the classroom. Topics include: upcoming transitions, new enrollments, changes in family situations, and child’s current development. The three Directors meet weekly with the Vice President of Programs (Head Start Director) to jointly plan, implement and review the progress of children and families in all program options. VP of programs provides ongoing weekly supervision, and guidance to ensure integration.	The biggest challenge is finding a protected time to meet weekly. Teams adapt to this challenge by meeting when children are napping or sufficing with quick check-ins throughout the day. The Family Engagement Director position was vacated in August and a new Director on-boarded in October which impacted the most effective, efficient outcome attainment. CFE and education staff turnover created increased need for training on basic Head Start requirements.

<p>This is reinforced with the biweekly interdisciplinary team meetings which ensure all content areas and Research and Evaluation work collaboratively to achieve mutually identified outcomes. Joint planning, assessment of current systems to ensure alignment with revised Program Standards/Licensing requirements occurs weekly. Shared data from ELN staff and family surveys with members of the Interdisciplinary team based on the comparison between our school and other Network Schools. These members of the Leadership Team discussed similarities/differences among the schools to brainstorm next steps and goals for our program.</p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Create and support an aligned vision of the Clayton School Family • Provide seamless services (pre-birth to five years) using a holistic, interdisciplinary approach. • Execute an organizational structure that provides coordinated administrative/ management services and strong instructional leadership to support integration. <p>Hold biweekly Interdisciplinary Leadership meetings to support integration.</p>	
<p>Data, Tools, or Methods for Tracking Progress Above: Parent and staff survey data; Child Family Review Data; Coaching logs and agendas from classroom interdisciplinary meetings; Parent/Teacher conference forms;</p>	
<p>Objective(s) 3.3 By 2023 Provide opportunities, guidance, and interactive family activities that empower parents as the primary teacher of their child as measured by Home Visit and Parent/Teacher conferences data.</p>	
<p>Progress, Outcomes, and Challenges</p>	
<p>Year 1 (baseline)</p>	
<p>100% will receive guidance and activities that promote and empower parenting.</p>	
<p>Year 2</p>	
<p>100% of families were offered to participate in workshops and events offered such as Culture Night, School Readiness Fair, tax preparation assistance, financial literacy, cooking matters, parenting classes etc.</p>	
<p>Progress/Outcomes</p>	<p>Challenges</p>
<p>The forms teachers use for parent/teacher conferences and home visits include a specific prompt to discuss child goals and next steps (for the classroom and at home). When teachers have these conversations with families, they are trained to share information about why certain activities support a child’s development. Clayton provides families with training opportunities and educational resources that help parents better</p>	<p>Demands on families whose schedules are already tightly stretched.</p> <p>84% of families have participated in parent activities.</p>

<p>understand their child's development and are responsive to parent's interests and needs. Child Family Educators work closely with families to identify physiological and safety needs (i.e. housing, food, clothing, financial literacy, health and wellness) and the related resources available to help them enhance their child's home learning environment. Structure parent meetings to follow a what/why/reflect structure (what is happening, why are we doing it, what is the impact on your family) to engage parents more deeply in the program curriculum. Families complete an Educare Learning Network Survey, administered by the CFEs, and submitted to R&E for compilation and analysis on a yearly basis. This information regarding family needs, concerns, strengths and issues is presented to all Family Engagement staff who work in conjunction with the entire management team to identify required resources, next steps, etc. The management team assumes the responsibility of assisting in the planning of partnerships to ensure identified resources are provided to families. Program planning for providing opportunities for parents in the upcoming year is driven by these outcomes. Strengthening Family Connections (parenting) training is offered to families in the Fall and Spring as a series of four workshops utilizing the Conscious Discipline curriculum.</p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Structure parent meetings to follow a what/why/reflect structure (what is happening, why are we doing it, what is the impact on your family) to engage parents more deeply in the program curriculum. • Provide parents identifying FPA goals related to parenting skills, advocacy, guidance and child development with resources, referrals for intervention services, and/or parenting information. • Provide program-provided training opportunities and educational resources that help parents better understand their child’s development and are responsive to parents’ interests and needs. • Identify family physiological and safety needs (i.e. housing, food, clothing, financial literacy, health and wellness) and the related resources available to meet them to enhance their child’s home learning environment. • Execute structures and strategies that provide coordinated administrative/ management services and strong instructional leadership to support integration of child development and family support services. 	
<p>Data, Tools, or Methods for Tracking Progress Above: Home visit report data; Individual Child Curricular Plan; ELN Parent Survey; Parent and staff survey data; Child Family Review Data; Coaching logs and agendas from classroom interdisciplinary meetings; Parent/Teacher conference forms</p>	

<p>Program Goal 4: All Clayton Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.</p>	
<p>Objective(s) 4.1 Provide the prescribed interventions to all children identified with special needs as measured by their IEPs.</p>	
<p>Progress, Outcomes, and Challenges</p>	
<p>Year 1 (baseline)</p>	
<p>100% of children with IEPs will receive identified interventions.</p>	
<p>Year 2</p>	
<p>100% of children with IEPs receive identified interventions.</p>	
Progress/Outcomes	Challenges
<p>Teacher’s individualized child plans include IEP plan with each child’s goals in mind. Monthly EI meetings ensure referrals are progressing and interventionists are providing appropriate and effective services as detailed in the child’s IEP.</p>	<p>The MTSS process, including data collection continues to be a challenge for teaching staff.</p>
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Activities or Action Steps to Meet Objective Above: • Ensure enrolled children receive a developmental, social/emotional, vision and hearing screening within 45 days. • Refer children identified in screening as needing a referral for further testing and observation. • Hold IEP meetings within 45 days of referral in which families of children who qualify for an IEP participate. • Ensure children’s ICCPs reflect their IEP goals and that lesson plans reflect ICCPs/IEPs • Monitor developmental screenings and referrals by the Inclusion Coordinator. 	
<p>Data, Tools, or Methods for Tracking Progress Above: Monthly Early Intervention Meeting notes; Service provider case notes; Monthly screening and tracking report</p>	
<p>Objective(s) 4.2 By 2023 equip staff to provide high quality and inclusive learning environments as measured by Inclusive Classroom Profile (ICP).</p>	
<p>Progress, Outcomes, and Challenges</p>	
<p>Year 1 (baseline)</p>	
<p>100% of staff will be trained on Conscious Discipline approach.</p>	
<p>Year 2</p>	
<p>100% of staff were trained on Conscious Discipline approach.</p>	
Progress/Outcomes	Challenges
<p>A Conscious Discipline training strand is offered to interested employees during Professional Development days and provides staff the opportunity to learn about the Seven Powers of Conscious Discipline. An interdisciplinary group of professionals across</p>	<p>Teacher turnover continues to be a challenge which makes it difficult to have all staff trained at all times.</p>

<p>the organization regularly attends these training sessions. Clayton Early Learning’s Curriculum Specialist developed a Conscious Discipline Action Team. This team comes together monthly to work in sub groups as the drivers of the curriculum collectively as an organization. The Curriculum Specialist also facilitates Professional Learning Communities with the Lead Teachers and the Mentor Coaches which focuses on specific conscious discipline content each month. This content is revisited in team coaching sessions and goals are set, which also will be included on weekly lesson plans. The Inclusive Classroom Profile (ICP) will provide rich information and insights needed to assess our inclusive practices. Currently we are working on rolling out a strategic plan for training and education around the use of the Inclusive Classroom Profile (ICP) for both the administrators and educators. We will begin the pre data collection in August 2019 and gather post data in March 2020.</p>	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Use Multi-Tiered System of Supports (MTSS), a data-driven, prevention based framework, to build staff understanding of underlying concerns and effective interventions for individual children through multiple cycles of inquiry, intervention and review. • Provide staff training on meeting IEP goals and in the Conscious Discipline approach. • Implement intensive group monthly trainings led by the Early Intervention Specialist using a Community of Practice methodology. • Enable classroom and home-based teams to meet with Early Intervention Specialist to review and evaluate children identified with a special need and/or challenging behaviors. 	
<p>Data, Tools, or Methods for Tracking Progress Above: professional development; Early Intervention and coaching logs</p>	

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

Objective(s)
 5.1 By 2023 embed training, coaching, professional development and reflective supervision into the program providing staff with knowledge and expertise across a variety of evidence-based content areas as measured by an integrated coaching database.

Progress, Outcomes, and Challenges

Year 1 (baseline)

100% of teachers will participate in intensive coaching and reflective supervision.

Year 2

Progress/Outcomes	Challenges
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<p>By the end of 2018, all staff have an up-to-date individual professional development plan. In-service or Clayton Connects Days are a series of formal professional development sessions scheduled over a year's time. We employ a distributive learning cycle to foster a vibrant learning community and promote adaptation, problem solving and the transfer of knowledge into practice. New staff orientation consist of a series of formal face to face training sessions and self-paced learning experiences throughout an employee's first month address our organization's mission and culture, regulatory requirements, standards of practice and required content area knowledge. Each new staff member receives follow-up department-specific training to guide additional orientation over a three month period. In 2018, Clayton established an interdisciplinary, cross department Professional Development Integration & Delivery (PDID) team to create a space for more engagement in planning for professional development. The coaching/planning schedule for the 2018-19 year provides all teams two hours outside of the classroom with all team members present to engage in weekly coaching and lesson planning. An interdisciplinary leadership group developed a specific coaching protocol and cycle that offer resources on dispositions, strategies, and tools. These new process and documents support the growth of coaches and their effectiveness as instructional leaders.</p>	<p>There are no challenges at this time.</p>
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Co-develop individualized professional development for all staff by staff and their managers. • Provide onboarding orientation and training for new employees • Implement the training and technical assistance plan in the current grant application. • Provide structured monthly professional development days for all-staff meetings, reflective practice groups, and training throughout the year. <p>Weekly Coaching</p>	
<p>Data, Tools, or Methods for Tracking Progress Above: Coaching logs, sign in sheets, training certificates</p>	
<p>Objective(s) 5.2 By 2023 Implement and maintain appropriate standards to steward resources and prioritize spending while maintaining an efficient and effective recordkeeping system as measured by annual external audit.</p>	
<p style="text-align: center;">Progress, Outcomes, and Challenges</p>	

Year 1 (baseline)	
100% of reports to federal, state, local authorities will be provided in a timely, efficient and accurate manner.	
Year 2	
100% of reports to federal, state and local authorities were completed in a timely, efficient and accurate manner.	
Progress/Outcomes	Challenges
Maintenance staff provides quality and responsive grounds keeping services, snow removal and building maintenance as a component of the non-federal match. Clayton Early Learning administration provides comprehensive services to staff, management and governing boards of Clayton Early Learning through accounting, payroll and fiscal reporting services; a full range of human resources services; and school oversight by the President/CEO and Vice President of Schools. Administrative and managerial services are provided at no charge to the program and comprise a portion of the non-federal match. Organization expertise and knowledge is used to further educate stakeholders on the benefits of high-quality early childhood programs. The program committee of the Board of Trustees provided oversight and expert knowledge to guide the direction of the Early Head Start and Head Start programs.	There are no challenges at this time.
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Identify and attract new revenue streams are identified and attracted. • Blend and braid revenue streams to support programming for all children. • Use child and family goals and outcomes to guide financial decisions and school investment. • Put in place comprehensive and effective fiscal procedures. • Complete reports to federal, state, local authorities in a timely, efficient and accurate manner. • Implement written personnel and fiscal policies and procedure that ensure confidentiality and security of all data. • Implement human resource policies and procedures that support the accomplishment of program objectives and clearly delineate lines of supervision. • Provide training to the Policy Committee and the Board of Trustees on the Head Start Act, selection criteria, funding applications and self-assessment, as well as school readiness and relevant public policy issues. 	
Data, Tools, or Methods for Tracking Progress Above: Monthly fiscal reports and record-keeping; Monthly enrollment reports; Federal review data; ELN Staff Survey	

3. School Readiness Goals

Clayton Early Learning Head Start's school readiness goals for children and families are organized by the five central domains in the *Head Start Early Learning Outcomes Framework: Ages Birth to Five*. The goals were developed with reference to and to align with the outcomes framework, guidance from Denver Great Kids Head Start's (Grantee) and the *Colorado Early Learning and Development Guidelines*. Clayton Early Learning has made no changes to the School Readiness Goals since last year's baseline application.

4. Process for Changing Program Goals

Clayton Early Learning, led by its Board of Trustees, articulates a three-year strategic plan that informs organizational goals and objectives and activities. The strategic plan informs the Head Start program operational plan, including the setting of program goals and annual objectives. Data sources include the community assessment, self-assessment, staff and family feedback, and outcome reports. Cross-departmental teams implement the plan. No additions, deletions or revisions were made to Program Goals since last year's baseline application.

B. Service Delivery

1. Service and Recruitment Area

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

2. Needs of Children and Families

The data trends related to children and families (number of eligible children, needs of children and families) detailed in the baseline application last year continue to document the existence of a significant number of vulnerable families with young children in the proposed Clayton Early Learning service area who would benefit from the integrated, comprehensive services offered.

Year-to-year changes in the indicators detailed in the baseline application were modest. None affected changes in program goals or objectives or major revisions in program design.

3. Proposed Program Options and Funded Enrollment Slots

Clayton Early Learning Head Start proposes no changes to the program options and funded enrollment slots presented in its baseline application for the coming program year (2019-2020). The choices of program options continue to meet the needs of the community as identified in the annual Community Assessment and the program’s self-assessment. Please refer to Table 2.

Table 2: Clayton Early Learning Proposed Head Start Program Options, 2019-2020

Location	# Slots	Option	Schedule	OHS Funding
Educare Denver	64 HS	Full-Day Center-Based 4 classrooms	5 days per week 8:00 - 2:30 9 months	6.5 hour Head Start day 5 days/week 2 parent-teacher conferences/yr September – May
	62 HS	Extended Center-Based 4 classrooms	5 days per week 7:30 - 6:00 9 months	6.5 hour Head Start day 6.5-10.5hour day (braided with wrap-around funding) 5 days/week 2 parent-teacher conferences/yr July – June
	60 HS	Home-Based	1 HV per week 2 socializations/month 9 months	1 Home visit/week (90 minute) 2 Socializations/month 32 Home Visits 16 Socializations
Early Success Academy	15 HS	Full Day Center-Based 1 classroom	4 days/week 8:00 – 2:30 9 months	6.5 hour per day 4 days/week 2 parent-teacher conferences/yr September – May

4. Centers and Facilities

There have been no additions, deletions, or changes to the service locations identified in the baseline application.

5. Eligibility, Recruitment, Selection, Enrollment and Attendance

Clayton Early Learning takes extensive measures to ensure that the neediest children are served within a program option appropriate to their family needs and considers birth-to-five continuity for transitioning children across options. The goal is to maximize the number of qualified community families served by maintaining enrollment at full capacity in all of the program options.

As openings become available and prior to the first day of school, an interdisciplinary group of admissions and Family Engagement staff meet weekly to ensure that all open Head Start slots are filled for each program option. After initial contact by phone letter or home visit, families with poor attendance are encouraged to complete an Attendance Plan of Action with their CFE. If poor attendance persists, the CFE will send the family an Attendance Concern Letter and schedule a time to complete an Attendance Success Plan. No other refinements have been made to the eligibility, recruitment, selection, enrollment and attendance procedures described in the baseline application.

6. Education and Child Development

a. Center-based Programs. Clayton Early Learning continues to use the *Creative Curriculum for Preschoolers*. To help staff implement this curriculum, Clayton Early Learning Curriculum and Instruction Coaches use the Fidelity Tool for administrators. This tool helps coaches assess classrooms and teachers' needs for ongoing professional development and coaching support. Follow up professional development, including weekly coaching, enables educators to collaborate and reflect on children's development and their practice. This is the only update to the program design detailed in the program's baseline application.

b. Home-Based Program. As detailed in the baseline application, the home-based program provides parents with a curriculum of activities developed by Clayton Early Learning under contract with HIPPIY USA along with nine books (one for each month of the program year) that relate to the activities in the curriculum. Since the baseline application, minor updates have been made to the weekly home visits. Each weekly home visit has two components. The first involves the role

play and delivery of the weekly curriculum and lesson to assist the parent in realizing the materials they have readily available in their own homes that can provide a rich learning environment for the child. The second component of each home visit consists of the completion of assessments to track the child's developmental milestones. CFEs also assist parents with goal planning as well as providing resources and other supportive services aimed at strengthening the family unit. This is the only update to the program design detailed in the program's baseline application.

c. Developmental Screenings and Assessments. Teachers, CFEs and instructional leaders in Clayton Early Learning use multiple methods of assessment over time, including observations, investigations, parent feedback, embedded and standardized assessments. The primary goal of assessment in early childhood education is to provide insight into the educational experiences that will be the most valuable for individual children. No changes have been made to this aspect of the program design since the baseline application was submitted.

d. Opportunities for Parents and Families to be Engaged. Child development services are individualized through a written plan, the Individual Child Curriculum Plan (ICCP), collaboratively developed by the staff and parents. Data from children's screenings and assessments guide individual goal setting for children with their families. Each child's ICCP provides guidance for planning developmental interactions with the child, aligns goals with current developmental needs, provides a structure for parent-staff collaboration, and sets out guidelines for meeting the agreed upon goals. The process of individualization requires effective communication between parents and caregivers about the child's development. No changes in program design have been made since the baseline application.

7. Health

Clayton Early Learning takes a holistic approach to every child's well-being by offering comprehensive health, mental health, and nutrition services. Through partnerships with community agencies and consulting with a variety of parent driven workgroups and initiatives, we have

developed health services that meet the needs of every child and family developmentally, culturally, and linguistically to lay the foundation for school readiness.

During the past year, the Culture of Wellness (COW) offered a six-week series of courses for families and children. These courses focused on better beverages, healthy on the go snacks, eating and preparing meals at home as a family. Ninety-seven percent of participating families completed all courses and received a detailed meal planner with a cutting board and knife. Families unable to commit to the six-week series had access to COW to access parent/child activities on the same material covered in the course. Clayton Early Learning partnered with Denver Food Rescue, Hardy Boy Plants, Designscapes Colorado, and Conscious Alliance to support children, families, and staff with education around fresh produce, groceries, healthy eating and gardening education. Clayton Early Learning became the pilot site for Children's Hospital Nurse Consulting Virtual Platform. This Virtual Platform will support programing by offering families virtual face-to-face consultations and meetings with the Nurse Consultant. No other changes have been made to this aspect of the program design since the baseline application was submitted.

8. Family and Community Engagement

Clayton Early Learning provides an inclusive setting that seeks to honor and respect the culture, beliefs, and traditions of all children and families. The program offers special events and learning opportunities throughout the year that offer parents and caregivers a variety of ways to connect with their Clayton school community. Informal and routine activities enable parents and staff to learn from one another, enhance their skills, and build social capital. No changes have been made to this aspect of the program design since the baseline application was submitted.

9. Services for Children with Disabilities

Clayton Early Learning recruits children with suspected or previously diagnosed disabilities through its regular recruitment processes and through linkages with Rocky Mountain Human Services

and Child Find (Part C Agency) and Sewall Child Development Center. Through DGKHS, Clayton Early Learning collaborates with the Sewall Child Development Center to identify and coordinate efforts to serve children with special needs in program classrooms. This collaboration promotes a family-friendly system in service delivery by using Sewall's on-site team for coordination of services. No changes have been made to this aspect of the program design since the baseline application.

10. Transition

Transitions are guided by a formal interdisciplinary process characterized by collaboration between families and staff. The transition process includes strategies to prepare families to engage in and advocate for the education and development of their child. No changes have been made to this aspect of the program design since the baseline application was submitted.

11. Services to Enrolled Pregnant Women

Not Applicable

12. Transportation

No changes have been made to this aspect of the program design since the baseline application was submitted.

C. Governance, Organizational, and Management Structures

1. Governance

Two new members joined the Clayton Early Learning Board of Trustee in 2018, Matt Brill, Vice President, DaVita and Chris Reiss, Shareholder, Brownstein Hyatt Farber Schreck. The Parent Committee has been renamed the Family Leadership Committee. No other changes have been made to the Governance area since the baseline application.

2. Human Resources Management

Judy Calarco now serves as the Director, Family Engagement (overseeing EHS/HS family support services and Christine O'Brien joined the staff as Manager of Strategic Initiatives

(overseeing external Professional Development and Coaching services). No other changes have been made to the human resources management area since the baseline application.

3. Program Management and Quality Improvement

As detailed in the Clayton Early Learning Head Start baseline application, the program considers child assessment and other program data to create annual program goals, professional development plans, and identify resource needs as well as to track its progress toward meeting goals and intended impacts. Interdisciplinary teams (comprised of educators, family support staff, early interventionists, researchers and policy analysts) meet regularly to analyze the data collected, identify trends, and explore issues, and note strengths and gaps in services. Since the baseline application, the program has made minor updates to these processes. Research and evaluation team members attend Policy Council four times a year (Sept, Nov, Feb, June). Team members meet with most teaching teams three times a year (twice to share child outcomes, once to share data from the classroom observations). Team members meet with mentor coaches (and directors) monthly to discuss data. Research and evaluation team members also meet with the CFEs and their mentor coach twice a year. The COPA Trainer trained program leaders and specialist to more efficiently use the data system for tracking and monitoring comprehensive child and family services. No other changes have been made to the processes described in the baseline application.

Clayton Early Learning, with the consultation and participation of interdisciplinary staff, policy groups and other community members, conducted the 2018-19 self-assessment using the Office of Head Start 2019 Focus Area One Monitoring protocol, identified no areas of non-compliance. The self-assessment will identify our effectiveness and progress in meeting program goals and objectives and in implementing Federal regulations under the Head Start Act. Key areas of focus include management systems, child and family outcomes and the delivery of comprehensive services. Upon completion of the data collection, results will be reviewed and areas of strength and

improvement opportunities will be identified. These data will inform the completion of comprehensive action plans. Specific strengths and opportunities for improvement identified through the self-assessment process follow.

Program Design and Management

Strengths:

- Clayton Early Learning has an election process for selection of a diverse Board of trustees, which includes professionals, former Clayton parent and various leaders in the ECE community.
- The program has a recruitment and election process for Policy Council/Committee members that include support for childcare, transportation and dinner.
- The program has an annual self-assessment process that is organized, thorough, and includes many different voices.
- The self-assessment, program data, strategic plan, and child outcome data are aligned to program goals.
- A published annual report is distributed by various means for public review.
- All employees receive monthly reflective supervision. Performance evaluations are conducted annually to highlight strengths, areas of growth and goal setting for individualized professional development plan.
- Research and evaluation team members regularly attend Policy Council meetings to share program data.
- The program uses TS GOLD to support teachers in collecting and synthesizing data. DECA, ASQ, and ESI data administered for referral and discussed during monthly Early Intervention meetings.

- Data utilization team meets twice a year with teaching teams to discuss child level data.
- Policy Council members receive new member orientation as well as ongoing training throughout the year.
- The program reviews PIR data on an ongoing basis to ensure that children and families' needs are being met.

Recommendations for Improvement:

- Create an infographic for staff that explains recruitment, selection and roles and responsibilities of Board of Trustees and advisory committees.
- Consider moving monthly Policy Council meetings to Saturday to ensure a quorum.
- Create a recruitment plan to address increase in staff turnover this program year.
- Create systems that track recruitment efforts and review quarterly.
- Ensure coaches and specialists have a monitoring system for ongoing data checks in their content area.
- Create a forum for ongoing data sharing with interdisciplinary teams (including diverse stakeholders).
- Create a way to share data outcomes and results with relevant staff on an ongoing basis.
- Ensure staff appraisals/evaluations are completed in the same time frame each year.
- Review and refine job descriptions for all roles.

Designing Quality Education and Child Development Program Services

Strengths

- Clayton Early Learning uses a variety of research based curricula such as Conscious Discipline and Creative Curriculum for approaches to learning that include project approach, emergent curriculum and Reggio inspired practices.
- Curriculum specialist position supports onboarding of new staff and ongoing focus to ensure curricula is embedded in all program options.
- Learning environments include added spaces for exercise and gross motor development (e.g., biking pump track, heavy work area, gardens and indoor gross motor area).
- The Clayton Early Learning research department collects data fall and spring as part of the Educare implementation study.
- Data dialogues are conducted between research and evaluation, curriculum and instruction and family engagement teams to support service individualization for children and families.
- The Learning and Talent team developed department specific trainings to support new hires.
- Clayton Early Learning employs bi-lingual, bi-cultural staff and provides material in languages other than English.
- Community CFEs partner with staff and families to ensure they understand and support home and school connections.
- Staff have access to the Language Line to support families that speak a language other than English.

Recommendations for Improvement:

- Implement the facilitation of department specific trainings consistently before staff start in the classrooms, such as CLASS, ITERS, and ECERS.
- Provide professional development related to curriculum, assessment and data.

- Create a resource binder with a one page facts sheets about curriculum, assessment, and data collection.
- Complete a dual language learner assessment.
- Continue to research a tracking system for required staff trainings.
- Continue to revise the transition process, so that parents understand their roles as advocates for their children.
- Revise and implement CFEs training plan to ensure all CFEs understand their role in developing family partnerships agreements, providing resources, home visits, attendance and data utilization to support family development.
- Ensure staff members have a clear understanding of mental health services provided to children at Clayton Early Learning.
- Provide resources and material in languages beyond English and Spanish.

Designing Quality Health Program Services

Strengths:

- The health services advisory committee meets quarterly. Advisory committee members include Denver Health, Children’s Hospital, Marion Downs and parents.
- The health specialist meets with CFEs monthly to provide resources and referrals to support families’ health and wellbeing. A health and nutrition assessment is completed with families by the CFE; physical and immunizations are required.
- Monthly Early Intervention meetings are conducted with each classroom to discuss individual children and classroom challenges and needs.
- The Mental Health consultant visits classrooms on a weekly basis.
- The onsite WIC nutritionist and lactation consultant are available to all families.

- All staff are trained in health and safety practices during on-boarding before they enter the classroom.
- Teaching staff complete Daily Health and Safety Checklists including a playground check. Hazards in the playground or classroom are attended to immediately via work orders.
- The operations team completes a daily safety check for each playground and building.
- To ensure safety within the school, each parent receives a door code and staff members have a FOB. All visitors are required to sign in at the front desk and are given a badge.
- Video surveillance cameras are located in each classroom, hallways, playgrounds, and the front desk. Alarms and gates are placed on each playground.
- Staff are required to complete yearly trainings that are state mandated. CPR/First AID/Universal Precautions are offered monthly during onboarding.
- The Learning and Talent Program Associate sends out a quarterly email to staff members whose trainings will expire in the next three months as a reminder.
- Emergency Preparedness training is completed during preservice. Monthly tornado, fire, lockdowns, and lockouts drills are conducted.
- Staff are equipped with two-way radios and a campus wide communication plan supports emergency preparedness.
- Disaster kits are available throughout campus.
- The code of conduct is reviewed during onboarding. Staff are required to sign off agreeing to adhere to the code of conduct.
- New staff are fingerprinted at Colorado Fingerprinting and same day results are received. Colorado TRAILS is completed prior to the new hire's first day.

Recommendations for Improvement:

- Clarify the role of the elected parent on the health services advisory committee.
- Ensure information in the comprehensive file is consistent with information in COPA.

Designing Quality Family and Community Engagement Program Services

Strengths:

- The Family Engagement team supports families as lifelong learners and advocates for their children by providing activities, individualized goal setting and a variety of referrals.
- The team has a constant focus on preparing children and families for school readiness.
- Data is used to monitor the progress of the family.
- Recent changes made to the COPA database promote more effective and streamlined tracking of family outcomes and information.
- Clayton Early Learning provides training for staff to support their work with families (e.g. Touchpoints, Dialogic Reading, Conscious Discipline, Cooking Matters and COW).
- Child/family reviews offer an interdisciplinary opportunity for families and school staff to discuss the individual development of each child.
- The program uses data from parent interviews and surveys to create and provide support for services families need.
- Staff provide classes and workshops for families, such as family literacy, conscious discipline, cooking matters and dialogic reading.

Recommendations for Improvement:

- Align COPA PIR with program year. Change COPA roll-over dates from August to July 1st.
- Create a family engagement longitudinal data system to show program impact on individual families.

- Track staff qualifications and credentials in Paylocity system to more easily pull Family Engagement PIR data.
- Make the ELN Family Engagement Logic Model and the Family and Community Engagement Framework more visible and accessible to staff.
- Improve tracking of volunteers and in-kind donations in COPA database. Revisit who will monitor.
- Continue to provide training for family engagement staff on COPA and community resources.
- Continue to develop strategies to increase family engagement, including male involvement.

ERSEA Strategies

Strengths:

- Clayton Early Learning has a number of community partnerships and strong relationships with community agencies across Colorado.
- Information about recruitment is obtained at enrollment by asking each new family, “How did you hear about Clayton Early Learning?” During the 2017-18 program year, more than 100 families were recruited by word of mouth.
- The Program has a recruitment plan and strategies to reach the most vulnerable children and families in our community.
- Clayton Early Learning conducts weekly enrollment meetings with an interdisciplinary team to discuss eligibility, deadlines, mapping children into slots and transition processes.
- Enrollment notes are emailed to staff weekly, which include action items, responsible person and due dates.
- The Program keeps a recruitment log to record specific recruitment efforts.

- A file audit was completed and all met eligibility requirements and guidelines.
- Recruitment is completed monthly with a focus on areas of the city with young children and families with the highest need.

Recommendations for Improvement:

- Condense documents in packets to minimize repetition
- Engage Marketing Director expertise to support recruitment efforts including, social media/Facebook, local news, print, TV, radio and Clayton Family Page.
- Consult with marketing professionals to review program posters, flyers, etc.
- Long term plan for recruitment should include review of each option to ensure the program is serving the neediest families.
- Engage an interdisciplinary team in an annual reflection of the recruitment plan to build staff investment and generate new recruitment ideas.
- Include all staff in recruitment efforts (i.e. allow for recruitment participation quarterly among all Clayton staff during scheduled professional development days).

Developing Effective Fiscal Infrastructure

Strengths:

- The Clayton Early Learning CFO meets the appropriate qualifications of the fiscal officer.
- The Chair and members of the FIRE (Finance, Investment and Real Estate) committee have expertise and backgrounds in fiscal and money management.
- The fiscal team is constantly monitoring systems and budgets.
- FIRE committee is extremely involved in financial management and decisions.
- The budget is reviewed and approved through the FIRE committee, Board of Trustees, and Policy Council.

- The timeline for budget development (January to June) is adequate, with a preliminary budget proposal ready for Board review in March.
- Clayton Early Learning has developed fiscally responsible processes that promote best use of federal funds, grants and the endowment.
- Collaboration between the fiscal department and the Board ensure that money is allocated appropriately in alignment with program design, goals, and objectives.

Recommendations for Improvement:

- Provide training to directors and supervisors on coding and funding allocations.
- Increase Policy Council involvement and understanding of financial statements on a quarterly basis.
- Provide financial training on budgets to all directors.
- Present financial information (including budget) to all staff once a year to help staff understand the fiscal processes and budget.
- Provide Non Federal Shares training to community team, including senior accountant and child care partners.
- Ensure onboarding training includes in-kind to help staff understand their role with the collection of in-kind data.

Section II. Budget and Budget Justification Clayton Early Learning is requesting \$1,319,878 for FY 2019-20; \$1,311,028 in base grant funding and \$8,850 in training and technical assistance funding to serve 201 Head Start children and families in a variety of options based on community need. Clayton will provide non-federal matching funds in the amount of \$329,969 as required in the application.

Budget Methodology. Clayton Early Learning has identified certain operating expenses specifically aligned with the Head Start Program initiatives. The budget and narrative is summarized into four key budget categories including, Personnel, Fringe Benefits, Contractual and Other. Personnel costs include 24 teachers and support staff, both full time and part time, and an allocation for fringe benefits at 25% of salaries. The Contractual category includes outsourced services such as nutrition and health and consultation services for families not provided by Clayton staff. Also included are expenses for on-call temporary staffing and a contract with Early Success Academy to assist 15 children under the grant agreement. The Other budget category includes other indirect operating expenses for maintaining the classrooms including, commercial insurance, building and maintenance and information technology and network support expenses. Clayton is able to provide non-federal match resources as itemized in the budget (Table 5) calculated at 25% of the program budget.

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

support, grants and asset management, payroll and financial statement reporting. These services are used to help meet the required non-federal match and are itemized in the budget as “Clayton in-kind services”. The detailed budget and budget narrative is summarized in Table 5. Also included is a summary of Non-Federal Match resources.

Cost of Living (COLA Adjustment)

Clayton Early Learning requests \$22,687 to permanently increase the HS pay scale and staff salaries 1.77%, pay expenses associated with the cost of fringe benefits and pay other expenses associated with program operations. Clayton also request \$8,850 T/TA to support with staff professional development. The program’s salary ranges will be permanently increased by the 1.77% COLA increase.

Table 5: FY 2018 -19 Budget and Narrative

	Head Start	Other Program Income	T&TA	Narrative
Operating Revenue				
Early Childhood Education – Denver Public Schools		\$312,543		
Denver Preschool Program		\$251,400		
Colorado Preschool Program		\$158,301		
Child & Adult Care Food Program (CACFP)		\$81,600		
Other funding (MIECHV)		\$135,633		
Parent co-pays		\$90,000		
HS Federal Grant	\$1,311,028			
HS Training T&TA	\$8,850			
Total Revenue	\$1,319,878			

Expenditures				
a. Personnel	\$798,930			A total of 24 teachers and support staff, both full time and part time are included in the budget
b. Fringe Benefits	\$199,734			A fringe rate of 25.0% of salaries and wages is used to cover employee benefits including health, dental, life insurance; short and long- term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(K) Employer Match
f. Contractual				
Temporary Employee Services	\$11,000			On-call teachers to provide substitute services
Health/Disabilities Services	\$35,000			Consultation services including nutrition and health through Denver Health & Hospitals, Children's Hospital; disability and mental health through Denver Children's Advocacy Center
Community Contracts	\$75,000			15 preschool slots at Early success Academy
h. OTHER				
Local Travel	\$10,000			Staff mileage reimbursement at the IRS approved rate.
Insurance	\$10,000			Commercial liability insurance including property, liability, umbrella, employee dishonesty, student accident and D&O
IT Expenses	\$62,000			Computer licenses; network/hardware/software purchases; IT support; website development and network systems maintenance
Building Maintenance & facilities	\$75,000			Maintenance and repair including carpet and window cleaning; sewer repair; commercial equipment and HVAC repairs,

				inspections and exterminating expenses
Training & Staff Development			\$8,850	Training expenses
Other (Office Supplies)	\$4,364			General office supplies: paper, pens, lamination film, folders, binders, etc.)
Other (Child & Family Services Supplies)	\$15,000			Classroom materials, furnishing, individual accommodations, parent/child activities & family events supplies
Other (Food Services supplies)	\$5,000			Food, cups, plates, silverware, etc.
Other (Other Supplies)	\$10,000			Toothbrushes, toothpaste, gloves, first aid kits, etc.
Total Expenditures	\$1,311,028			
T&TA Training	\$8,850			
Total Expenditures	\$1,319,878			
Non-Federal Share				
Depreciation	\$83,000			32,800 square feet of classroom, office and storage space divided appropriately between EHS and HS
Clayton In-Kind Services	\$246,969			General and administrative personnel expenses including Accounting, Human Resources and Building and Grounds
Total Non-Federal Share	\$329,969			
% Non-Federal Share	25%			
Total Program Budget	<u>\$1,649,847</u>			

Exhibit B
Head Start Budget

Budget/Budget Narrative Funds Requested Grant term: July 1, 2019 - June 30, 2020

You may change the name of any category to fit your organizations needs.

Budget Category	Head Start Dollars (City of Denver)	Non-Federal Share	Overall Total
Staff Salaries	\$798,930		\$798,930
Staff Fringe Benefits	\$199,734		\$199,734
Program Supplies/Materials	\$34,364		\$34,364
Equipment			\$0
Contractual Funds	\$121,000		\$121,000
Rent/Space			\$0
Indirect Rate (DCA Letter Required)			\$0
Other	\$165,850	\$329,969	\$495,819
Totals	\$1,319,878	\$329,969	\$1,649,847

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

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HS Training T&TA	\$8,850			
Total Revenue	\$1,319,878			

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f. Contractual				
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Health/Disabilities Services	\$35,000			Consultation services including nutrition and health through Denver Health & Hospitals, Children's Hospital; disability and mental health through Denver Children's Advocacy Center
Community Contracts	\$75,000			15 preschool slots at Early success Academy
h. OTHER				
Local Travel	\$10,000			Staff mileage reimbursement at the IRS approved rate.
Insurance	\$10,000			Commercial liability insurance including property, liability, umbrella, employee dishonesty, student accident and D&O
IT Expenses	\$62,000			Computer licenses; network/hardware/software purchases; IT support; website development and network systems maintenance
Building Maintenance & facilities	\$75,000			Maintenance and repair including carpet and window cleaning; sewer repair; commercial equipment and HVAC repairs,

				inspections and exterminating expenses
Training & Staff Development			\$8,850	Training expenses
Other (Office Supplies)	\$4,364			General office supplies: paper, pens, lamination film, folders, binders, etc.)
Other (Child & Family Services Supplies)	\$15,000			Classroom materials, furnishing, individual accommodations, parent/child activities & family events supplies
Other (Food Services supplies)	\$5,000			Food, cups, plates, silverware, etc.
Other (Other Supplies)	\$10,000			Toothbrushes, toothpaste, gloves, first aid kits, etc.
Total Expenditures	\$1,311,028			
T&TA Training	\$8,850			
Total Expenditures	\$1,319,878			
Non-Federal Share				
Depreciation	\$83,000			32,800 square feet of classroom, office and storage space divided appropriately between EHS and HS
Clayton In-Kind Services	\$246,969			General and administrative personnel expenses including Accounting, Human Resources and Building and Grounds
Total Non-Federal Share	\$329,969			
% Non-Federal Share	25%			
Total Program Budget	<u>\$1,649,847</u>			

- Jul. 4: Independence Day
- Aug. 10: TSG Checkpoint
- Aug. 17: Performance Appraisals Due to HR
- Aug. 20–Aug 31: Clayton Connects, Pre-Service; Staff Return
- Sept. 3: Labor Day
- Sept. 4: First Day of School and Play & Learn
- Sept. 8: Xcel Energy Day of Service
- Sept. 10: First Day of HIPPY Home Visits
- Sept. 14: Moonbeam Harvest **EARLY SCHOOL CLOSURE at 2:30**
- Oct. 1: DPS Count Day
- Oct. 19: Clayton Connects
- Oct. 26: TSG Checkpoint
- Nov. 19-20: Parent & Teacher Conferences
- Nov. 21: No Student Day
- Nov. 22-23: Thanksgiving Break
- Dec. 4: Colorado Gives Day
- Dec. 7: Celebration of Culture **EARLY SCHOOL RELEASE at 3:30 (ED)**
- Dec. 21: Winter Break **EARLY SCHOOL RELEASE AT 2:30**
- Dec. 24-Jan. 1: Clayton Closed
- Dec. 24–Jan. 4: Winter Break
- Jan. 7: Clayton Connects
- Jan. 21: Martin Luther King Day
- Feb. 1: TSG Checkpoint **EARLY SCHOOL RELEASE AT 12:00**
- Feb. 18: Presidents’ Day
- Mar. 1 & 4: Teacher Home Visits
- Mar. 25–29: Spring Break
- Apr. 1: Clayton Connects
- Apr. 20: Comcast Cares Day
- May 10: TSG Checkpoint
- May 16 & 17: Parent & Teacher Conferences
- May 23: Last Day of Preschool Full Day & Home-based Services
- May 27: Memorial Day
- May 29: Last Day for Full Day Teachers & Home-based CFEs

July 2018 ED 21

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018 ED 13

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September 2018 ED 19 FD 19

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October 2018 ED 22 FD 22

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28	29	30	31			

Insurance Open Enrollment

November 2018 ED 17 FD 17

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				1	2	3
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18	19	20	21	22	23	24
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December 2018 ED 15 FD 15

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January 2019 ED 17 FD 17

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February 2019 ED 18 FD 18

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March 2019 ED 14 FD 14

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31						

April 2019 ED 21 FD 21

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28	29	30				

May 2019 ED 19 FD 16

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June 2019 ED 20 FD 0

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23	24	25	26	27	28	29
30						

Pay Dates in Red

Timesheets Due in Blue

Class Days: Extended Day (ED) 216; Full Day (FD) 159

DEFINITIONS:

School = School-based, Home-based, Community-based, Play & Learn

Early School Release = School is closed early only for children & families, staff work as scheduled

Early School Closure = School is closed early for children, families and staff



: 45 Day and 90 Day Initial School Year Screenings



: 401(k) Quarterly and Individual Meetings



: Early Release - School



: No Student Day



: School Break



: Clayton Closed



: Special Dates



: Policy Council & Parent Committee



: Clayton Connects (# All Clayton PD Days – 6)

Changes to the calendar may occur during the 2018-2019 year.

Parent & Child Screenings & Assessments			
Vision/ Hearing/ Speech Screenings	Dental Screenings	TS GOLD Data Finalization Checkpoints	Pre- and Post- Screening Dates
Aug. 2	Aug. 14	Summer: Aug. 10, 2018	CESD/ASQ/ESI/DECA/Family Strengths Assessment
Sep. 6	Sep. 13		
Sep. 7	Oct. 11	Fall: Oct. 26, 2018	Fall: Oct. 3 - 18
Oct. 16	Nov. 27		
Oct. 17	Jan. 16, 2019	Winter Feb. 1, 2019	CESD/DECA/Family Strengths Assessment
Nov. 29	Feb. 27		
Jan. 10, 2019	Apr. 4	Spring: May 10, 2019	Spring: Apr. 8 – 22, 2019
Feb. 21	May 22		
Apr. 3	Jun. 25		
May 15			
Jun. 26			

Data Collection Activities			
Sep. 10, 2018	Start of Fall Data Collection	Mar. 4	ELN: Start of Spring 2019 Data Collection
Sep. 24	Fall Parent Interviews Distributed to CFEs	Apr. 8	ELN: Parent Interviews (2nd Wave Annual, Kindergarten Exit, and ELN Parent Surveys) Distributed to CFEs
Oct. 25	Fall Parent Interview Deadline	Apr.22 – Apr. 26	HIPPY: Data Sharing with CFEs
Oct. 31 – Nov. 2	ELN: Fall Data Sharing with CFEs	Apr. 26	ELN: Parent Interviews Due
Nov. 8 – Nov. 16	ELN: Fall Data Sharing with Instructional Teams	Apr. 29 – May 1	ELN: Data Sharing with CFEs
Nov. 26 – Nov. 30	HIPPY: Fall Data Sharing with CFEs	Apr. 29 – May 1	HIPPY: CFEs Share Data with Families
Dec. 3 – Dec. 14	HIPPY: CFEs Share Fall Data with Families	May 6	ELN & HIPPY: Annual Staff Surveys Distributed via email
Feb. 6, 2019	EHS Home-based & Prenatal: Parent Interviews Distributed to CFEs	May 6 – May 15	ELN: Data Sharing with Instructional Teams
Feb. 22	HIPPY: Parent Interviews Distributed to CFEs	May 10	HIPPY: Annual Staff Surveys Due
Feb. 25	HIPPY: Start of Spring 2019 Data Collection	May 24	ELN: Annual Staff Surveys Due

School Staff Events/Dates	
Jul. 6	Make-Up HB Home Visits (EHS)
Aug. 20	School Staff Return
Aug. 20 – Aug. 31	1 st Home Visits (School Families)
Nov. 16	Make-Up HB Home Visits
Nov. 19 & 20	1 st School Parent and Teacher Conferences HB Home Visits
Nov. 30	Make-Up HB Home Visits
Dec. 14	Supervisor File Audits
Dec. 14	Make-Up HB Home Visits
Jan. 18	Make-Up HB Home Visits
Mar. 1 & 4	2 nd Home Visits (School Families)
Feb. 22	Make-Up HB Home Visits
Apr. 5	Make-Up HB Home Visits
May 8	Supervisor File Audits
May 16 & 17	2 nd Parent and Teacher Conferences (School Families)

First Aid/CPR Certification Training
Jul. 12, 2018
Aug. 16
Sep. 13
Oct. 11
Nov. 15
Dec. 13
Jan. 17, 2019
Feb. 14
Mar. 14
Apr. 11
May 16
Jun. 13

Play & Learn Data Collection		
ASQs:	FNN Social Support Survey:	LENA Data Collection and Coaching:
Sep.	Pre - Upon enrollment	Intervention -Every other month based on enrollment
Dec.	Post – Upon exit	Comparison – every six months based on birthday

Clayton Audits	Preparation	Audit
2018 Financial Audit	07/15/18 – 08/31/18	09/04/18 – 09/21/18
401(k) Audit	03/01/19 – 04/19/19	04/22/19 – 04/26/19

Denver Great Kids Head Start - Program Year 24 Report Schedule

Exhibit D

Report Category	Report Name and Description	Due Date	Who it goes to at the Delegate Agency	Who its turned into at Grantee Office
<p>Enrollment and Attendance</p>	<p><u>Enrollment and Attendance Report:</u> Fields required but not limited to the following: -Delegate Agency and Classroom numbers -Homebased enrollment if applicable -Enrollment number by eligibility category -Total monthly enrollment -Monthly Homeless/Foster Care -Monthly head start drops within 30 days -Daily attendance and absence totals -Head Start Waitlist information</p> <p><u>Head Start Monthly Enrollment Roster:</u> -Child Name -DOB -Date of Enrollment -Home Address -Eligibility Date -Eligibility type -Program Options -DPS ID</p>	<p>5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior</p>	<p>Family Service /ERSEA Coordinator</p>	<p>Submit to Grantee Office: HSreports@denvergov.org</p>

Financial	<u>Variance Report:</u> includes spending categories of federal and non-federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,000.00 charged to Head Start.	The 21st of each month		Submit to Grantee Office: DenverHeadStart@denvergov.org
	<u>USDA Reimbursement Report:</u> Report of reimbursement from USDA for Head Start Children only.	Last Business day of October, January, April and July		
	<u>USDA / CACFP Compliance Review Report</u>	Within 30 days of receipt		
	<u>Administrative and Development Costs:</u> Report by category of all administrative and development costs.	Last Business day of October, January, April and July		
	<u>Program Budget PY 23:</u> HSES upload of Program Year 23 budget.	9-Feb-19		
	<u>Single Audit Report:</u> Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period		
	<u>Inventory Report with Certification of Physical Inventory:</u> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	31-Jul-19		
	<u>Certificate of Insurance:</u> Accord Insurance form designating appropriate insurance	30-May-19		
	<u>Budget Projection:</u> Month by month spending forecast by designated categories.	The 21st of each month		

Grantor Admin Reports for Delegate Agencies	<u>Monitoring Reports/Plans:</u> Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing		Delegate Agency Head Start Director
	<u>Policy Council Minutes:</u> Approved Policy Council minutes in English and Spanish	Last business day of month following meeting	Office Manager sends to Delegate Directors	

Education	Child Assessments: Child outcomes information submitted to TS GOLD must be submitted for all children and following the protocol and format that is required by Results Matters, CDE.	31-Oct 22-Feb 28-Jun	Can access in TSG- DGKHS access through State	Submit to Grantee Office: HSreports@denvergov.org
	CLASS Scores: All classrooms	15-Dec 15-May	Education Directors	

Delegate Admin Reports for Grantee	Self- Assessment: Self-Assessment Plan, findings, analysis, and action plans	31-Jan	Delegate Director	Submit to Grantee Office: Hsreports@denvergov.org Executive Director and Office Manager Health Services Director
	Program Information Report (PIR): Draft of Annual ACF Report	15-Aug	Delegate Director	
	Mid-Year PIR	15-Jan 15-April	Delegate Director	
	Policy Council Delegate Report: Form to be provided by Grantee Family Services Director	5th day of every month, or following business day if it is a holiday	Delegate Director	
	Policy Committee/Council Members Rosters: Policy Committee/Council rosters and appointments to DGKHS Policy Council.	October 30 and When appoint changes are made	Delegate Director	
	Policy Committee Minutes: Approved Policy Committee monthly minutes.	Last business day of the month following meeting	Delegate Director	
	Delegate Grant Application: for funding purposes	30-Jan	Delegate Director	
	Personnel: Report of all Head Start staff, percentage/amount, salary/fringe, most recent performance evaluation date, criminal records check date, staff credentialing, staff training on eligibility, Governing Body and Policy Committee training on eligibility, Required licensing training for staff	Last business day of October, January, April and July	Delegate Director	
	Referrals Update: Report on the referrals for hearing, vision, speech, and the result. Template will be provided.	15-Jan 30-July	Delegate Director	

Family Services	<p><u>Strength and Needs Assessments Summary:</u> Report on the strength and needs of Head Start families.</p> <p><i>***Only applicable to if your agency does not complete the CCR Strength and Needs Assessment</i></p>	15-Jan	Family Services Coordinators	<p>Submit to Grantee Office: HSreports@denvergov.org</p>
	<p><u>Family Partnership Agreement Summary:</u> Report on the types of goals established by Head Start families.</p>	15-Jan	Family Services Coordinators	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/08/2019

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

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

PRODUCER: Flood and Peterson, PO Box 578, Greeley CO 80632. CONTACT NAME: Roxanne Fitzgerald, PHONE: (720) 977-6005, FAX: (970) 330-1867, E-MAIL ADDRESS: RFitzgerald@floodpeterson.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance (NAIC # 18058), INSURER B: Pinnacol Assurance (NAIC # 41190), INSURER C, D, E, F.

COVERAGES CERTIFICATE NUMBER: 18/19 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

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

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

Certificate holder: City and County of Denver Department 1101, 201 West Colfax Avenue, Denver CO 80202. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized representative: Carrie Bolton.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2019

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

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

PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632	CONTACT NAME: Roxanne Fitzgerald PHONE (A/C, No, Ext): (720) 977-6005 FAX (A/C, No): (970) 330-1867 E-MAIL ADDRESS: RFitzgerald@floodpeterson.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Insurance NAIC # 18058	
INSURER B: Pinnacol Assurance NAIC # 41190	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18/19 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Max Policy Agg: \$10M			PHPK1836548	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Abuse/Molestation Lia \$ \$1M / \$3M Agg
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			PHPK1836548	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB633866	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4058502	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1836548	07/01/2018	07/01/2019	Aggregate Limit \$3,000,000 Per Incident Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Waiver of subrogation applies.

CERTIFICATE HOLDER City and County of Denver Department 1101 201 West Colfax Avenue Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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April 12, 2019

City and County of Denver
Attn: Shannon Dyer, Contract Administrator
201 West Colfax Ave
Denver, CO 80202

Dear Shannon,

Please accept this letter as confirmation of Clayton Early Learning's intent to renew all insurance lines and limits required under the terms in the contract for Denver's Head Start Program. In general, our current policies expire on 6/30/19, and our new policies will be in place on 7/1/19.

Should you have any questions, please do not hesitate to contact me.

Best,

Jane M.K. Williams
Chief Financial Officer
Clayton Early Learning



EXHIBIT F

CLAYTON EARLY LEARNING

Head Start Site Locations

FY 2019-20

<u>SITE</u>	<u>OPTION</u>	<u>CLASSROOM</u>
Clayton Early Learning Educare Denver 3751 Martin Luther King Blvd. Denver, Co 80205	School-based	Room 123 Full-day Room 128 Extended-day Room 140 Extended-day Room 146 Full-day Room 166 Full-day Room 172 Extended-day Room 183 Extended-day Room 188 Full-day
Clayton Early Learning Educare Denver 3605 Martin Luther King Blvd. Denver, CO 80205	Home-based	Socialization Room
Early Success Acedemy 4870 Chambers Road Denver, Co 80249	Center-based	Green Room full-day

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

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

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

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

- (4) The office of human resources shall issue clarifications or interpretations of the prevailing wage, and shall provide the auditor any issued clarification or interpretation. If the auditor does not advise the executive director of human resources in writing that it disagrees with any issued clarification or interpretation within thirty (30) days, the clarification/interpretation shall be final. If the auditor advises the executive director of human resources in writing that it disagrees with the clarification or interpretation, then the auditor and the executive director of human resources shall meet to resolve the conflict and, with approval of the career service board, the office of human resources shall issue a final agreed upon clarification or interpretation, or may withdraw the clarification or interpretation, as appropriate.
- (d) *Mandatory contract provisions; enforcement.*
- (1) Every contract covered by this section shall contain a provision requiring the contractor and every subcontractor under such contract to pay every worker, mechanic and laborer employed

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

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

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

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

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

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