

AGREEMENT for Head Start Services for Program Year 2014-2015

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 900 Grant Street, Denver, Colorado 80203 (the “Contractor”) collectively “the parties”.

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

A. “ACF” means the Administration For Children, Youth and Families.

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

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

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

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

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

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

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

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

J. “Services” means the scope of services to be provided by the

Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to administer and operate Head Start program.

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

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

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

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

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

3. CONTRACT DOCUMENTS: This Agreement consists of Paragraphs 1 through 44, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

A. Exhibit A consists of:

(1) Exhibit A-1, Contractor’s Application and narrative to provide Head Start Services for program year 2014-2015;

(2) Exhibit A-2, First Supplemental Application/Scope of Services and Budget Narrative; and

(3) Exhibit A-3, Second Supplemental Application/Scope of Services and Budget Narrative.

B. Exhibit B consist of:

(1) Exhibit B-1, Contractor’s Budget;

(2) Exhibit B-2, First Supplemental Application/Scope of Services and Budget Narrative; and

(3) Exhibit B-3, Second Supplemental Application/Scope of Services and Budget Narrative.

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

D. Exhibit D, Schedule for submission of reports.

E. Exhibit E, Certificate of Insurance.

F. Exhibit F, Site Locations.

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

The terms and conditions of paragraphs 1 through 43 hereof will control any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced attached or incorporated in Exhibits.

4. TERM: The Agreement will commence on July 1, 2014, and will expire on June 30, 2015 (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

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

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

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

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

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

B. Communicate timely with the Head Start Director concerning the

provision of services hereunder and attend and participate in meetings as requested by the Director or the Director's designated representative;

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

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

E. Obtain and maintain all applicable licenses, permits and authority required to provide services under this Agreement;

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

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

H. Establish policies and procedures to secure and protect all Equipment and Controlled Assets, as such terms are defined below in paragraph 22.B, of this Agreement, purchased with funds provided under this Agreement, against theft, loss, damage, misuse or misappropriation. Contractor will further establish policies and procedures to safeguard electronic and computer information against theft, loss, damage, misuse, or misappropriation. Such policies and procedures will include but are not limited to methods to prevent the use of e-mail and Internet services for non-business purposes.

I. Operate Head Start programs as designated by the City and County of Denver and in accordance with the hours and days set forth on **Exhibit C**, the Calendar of Times and Days of Operation. If the Contractor determines it is in the best interests of children and families of children enrolled in the City's Head Start programs to change any service area assigned to the Contractor or the hours of operation from

the hours stated in Exhibit C, it will, in writing, notify the Director and request the Director's approval of, the proposed new location or hours of operation and the reasons why the location or hours of operation should be changed (as appropriate). The Contractor's notice of proposed change will be delivered to the Director at least thirty (30) calendar days prior to the date the requested change is to be effective. Contractor will not deviate from its assigned service area or change any hours of operation until the City has approved in advance Contractor's notice of proposed change from assigned service area or hours of operation.

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

J. Maintain program operations for the length of the Program Year as set forth in Exhibit C. If the Contractor changes the length of the Program Year or deviates in any manner from Exhibit C, Contractor will obtain the written approval of the City at least thirty (30) calendar days prior to the date the requested change is to be effective. Failure to request the advance written approval of the City will be deemed to be a default under this Agreement and may result in the City invoking any or all remedies stated in paragraph 21 below.

K. Pursuant to applicable provisions of the Head Start Performance Standards, the Contractor will include in all Head Start meals those foods that conform to the "minimum standards" for meal patterns in accordance with any and all guidance issued by the ACF. Contractor will comply with all requirements stated in 45 C.F.R. 1304.23 as may be amended from time to time and will ensure that any and all subcontractors will comply with said provisions.

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

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

7. COMPENSATION:

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

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

C. Invoices/Budget modifications.

(1) Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the last business day of the following month for which Contractor seeks reimbursement. The Contractor will expend its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

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

prepared and executed by both parties in the same manner as this Agreement.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Seven Hundred Twenty Two Thousand Forty Six Dollars and Forty Eight Cents (\$1,722,046.48)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

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

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

F. Non-Federal Share Match. The Contractor will provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase "fairly evaluated" referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for the Head Start program. Contractor's contribution under this Agreement will be **Four Hundred Thirty Thousand Five Hundred Eleven Dollars and Sixty Two Cents (\$430,511.62)** as set forth in more detail in Exhibit B. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is inconsistent with amounts and categories listed on

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

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

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

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's Exhibit B will be revised accordingly. Moreover, it is acknowledged by the parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2013-2014, HHS may issue only a partial financial award for program costs for Program Year 2013-2014. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds for the purposes of Head Start. In the event that federal funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the federal government, the City may reduce the total amount of compensation to be paid to the Contractor by revising Exhibit B or it may terminate this Agreement.

I. Maximum Contract Liability.

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed the Maximum Contract Amount. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

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

8. REPORTS:

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

(1) **Enrollment Report.** The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor at all times the number of students it has enrolled for Head Start services and will promptly identify any and all vacancies. The Contractor will maintain at all times its funded enrollment level as designated by the City. If any vacancy occurs in any of Contractor's Head Start programs, the Contractor will fill such vacancy and no more than thirty (30) calendar days may elapse before the vacancy is filled. The Contractor may, however, to the extent permitted by 45 C.F.R. 1305.7(b), as may be amended from time to time, elect not to fill a vacancy when sixty (60) calendar days or less remain in the program's enrollment year. To the extent permitted by 45 C.F.R. 1305.4(b)(1), as may be amended from time to time, at least ninety percent (90%) of the children who are enrolled in each of Contractor's Head Start programs must be from low-income families whose income will not exceed 130% of poverty guidelines as established by the federal government. To the extent permitted by 45 C.F.R. 1305.4(b)(2), as may be amended from time to time, up to ten percent (10%) of the children who are enrolled by the Contractor may be children from families that exceed the low-income guidelines of the federal government but who meet the criteria that the ACF has established for selecting such children and who would benefit from Head Start services.

In the event that the Contractor determines that it has not

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

(2) **Attendance Report.** The Attendance Report will include attendance for all approved program options on a monthly basis. Contractor will monitor at all times and report the monthly average daily attendance rate of students that it has enrolled for Head Start services in all program options. When the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), the Contractor will, in accordance with 45 C.F.R. 1305.8, include in the Attendance Report a detailed explanation as to why such attendance rate was not maintained and a detailed description of how the Contractor will return the attendance rate to the designated level, and the number of absences that occur on consecutive days. The Attendance Report will be consistent with any format designated by the City;

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

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

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

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

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

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

(9) Inventory Report. In accordance with paragraph 22.B below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director, of all Equipment and Controlled Assets purchased under this Agreement. The date for submission of the Inventory Report may be set forth in Exhibit D or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

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

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

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

11. EXAMINATION OF CONTRACTOR RECORDS:

A. Any authorized agent of the City including the City Auditor or the Auditor's representative, or any authorized agent of the federal government has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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

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

12. AUDIT REQUIREMENTS:

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

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

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

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

D. The Contractor will satisfy the requirements of the Single Audit Act of 1984, codified at 31 U.S.C. §7501, *et seq.*, (Law. Coop Supp. 1997), as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to Circular Nos. A-133 and A-110. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

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

14. INSURANCE:

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

shall be provided upon request by the City.

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

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

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

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

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

(10) **Additional Provisions:**

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;

- (iii) A severability of interests, separation of insureds or cross liability provision;
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) No exclusion for sexual abuse or molestation.

(b) For claims-made coverage:

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

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

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

15. LIABILITY: Each party to this Agreement shall be liable for the actions and omissions of its respective officers, agents, employees, Subdelegates, and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive 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 hereby represents that it is exempt for the payment of taxes, state or federal sales, use, withholding, excise, personal property, value-added or similar taxes, assessments of any nature; however, any applicable taxes required by current local, state or federal laws, hereafter enacted or amended, the Contractor shall promptly pay when due, all such taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property, utilized by the Contractor in performing services under this Agreement, including City-owned

land, facilities, improvements, or equipment.

17. ASSIGNMENT AND SUBCONTRACTING:

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

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

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

18. DEFICIENCIES/NONCOMPLIANCE:

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

B. Quality Improvement Plan to Correct Deficiencies. Upon receipt of the Notice of Findings of Deficiencies, the Contractor will correct all identified Deficiencies either immediately or pursuant to a Quality Improvement Plan. If the Contractor is to correct all identified Deficiencies immediately, the Contractor will verify

in writing to the Director, no later than ten (10) calendar days from the date of actual completion of corrective action that Contractor corrected the Deficiencies and will state the measures taken to correct the Deficiencies.

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

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

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

paragraph 18.

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

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

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

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

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

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

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

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

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

20. OTHER GROUNDS FOR TERMINATION:

A. By the City.

1. The City has the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor for any default by the Contractor under this Agreement other than the failure to correct an identified deficiency which

default has not been cured within the thirty days.

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

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

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

B. By the Contractor. The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to ensure that adequate arrangements have been made for the transfer of Contractor's activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

C. Nothing in this Agreement gives the Contractor the right to perform

services under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in paragraph 4 above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient.

21. PROCUREMENT:

A. Services and Supplies. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement services consistent with the "Procurement Standards" contained in 45 C.F.R. §§74.40 -74.48 or 45 C.F.R. §92.36 (whichever is applicable to the Contractor) and consistent with the requirements contained in this Section 21... "Services" means contractual services subject to formal and informal competition but which are not in their nature unique or which do not require a level of skill, training or expertise. Services for purposes of this Agreement do not include Head Start professional services or other professional services. "Supplies" means all tangible personal property other than Equipment as defined below. All procurement decisions for goods, services and supplies made by Contractor and its Subdelegates and any Vendor will be consistent with applicable federal, state, and City laws, statutes, executive orders and regulations. Contractor will further submit a copy of a list of the supplies to the City's Head Start Director upon the expiration of this Agreement or if this Agreement is terminated sooner then such list will be submitted to the Director within thirty (30) calendar days of the date of termination. Upon the expiration or earlier termination of this Agreement, all remaining Supplies will be returned to the City or disposed of, as the City will direct.

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

Ownership of all Equipment and Controlled Assets purchased with funds

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

The preceding sentences will not be construed to preclude normal or routine use and consumption of goods and supplies purchased by Contractor or Subdelegates or Vendors, if appropriate, in the provision of Head Start services under this Agreement. Upon the expiration or earlier termination of this Agreement, all Equipment and Controlled Assets purchased with funds under this Agreement will be returned to the City or disposed of, as the City shall direct. The Contractor will establish and submit to the Head Start Director an annual inventory list, in such format as designated by the City's Head Start Director, of all Equipment and Controlled Assets purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all Equipment and Controlled Assets so purchased. The Contractor will also cause its Subdelegates and, if directed by the Director in writing, any Vendor to establish and maintain a similar list for all Equipment and Controlled Assets purchased with funds provided under this Agreement.

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

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

23. SITE LOCATIONS, LEASES AND LICENSES:

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

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

C. Smoke and Toxin Free Facilities. All Head Start Sites and facilities operated by the Contractor and its Subdelegates and any Vendor will comply with the provision of 45 C.F.R. Part 1304.53, as may be amended from time to time, which requires all Head Start facilities and locations to be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with ACF Program Instruction #ACYF-PI-HS-95-04, as may be amended from time to time, and any and all policies of the City concerning the use or sale of tobacco in Head Start or City facilities, may be amended from time to time. No class will be operated in a facility that does not comply with 45 C.F.R. 1304.53, ACF Program Instruction #ACYF-PI-HS-95-04, or any applicable City policies. No class will be operated in a facility that is not a smoke or toxin free facility.

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

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

- A.** The Head Start Act as codified at 42 U.S.C. 9801, *et seq.*;
- B.** 45 CFR Part 1301 through 1311, including all regulations referenced therein;
- C.** All information memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the operation of Head Start programs or the expenditure of federal funds;
- D.** 45 CFR Part 16, 74, 80, 87, and 92;
- E.** 2 CFR Part 25.110;
- F.** The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;
- G.** City and County of Denver Executive Order No. 94 concerning the use, possession or sale of alcohol or drugs. The Contractor, its officers, agents and employees will cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor's personnel from City facilities or participating in City operations;
- H.** "New Restrictions on Lobbying" as set forth in implementing regulations 45 C.F.R. Part 93. Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- I.** U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will provide immediate written notice to the Director if at any time it learns that its certification under this subparagraph was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements

in the certification contained in this subparagraph, the Contractor will provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, the City may pursue any and all available remedies available to the City including but not limited to terminating this Agreement immediately upon written notice to Contractor.

Contractor will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" as such clause is set forth at 2 C.F.R. Part 180, in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Order 12549 and its implementing regulations;

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

K. City and County of Denver policy concerning nondiscrimination in employment. In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

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

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

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

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

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

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

2. The Contractor certifies that:

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

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

3. The Contractor also agrees and represents that:

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

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

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

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

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

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

4. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a

violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

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

26. CONFLICT OF INTEREST:

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

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

27. NOTICES:

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

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

With a copy of any such notice to:

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

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

28. DISPUTE RESOLUTION: Disputes, except disputes involving termination of this Agreement, concerning a question of fact arising under this Agreement which cannot be resolved by the representatives designated by the Director and the Contractor will be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). Under this administrative hearing procedure, the City official rendering a final determination will be the Executive Director of the Mayor's Office for Education and Children. Disputes concerning a decision by the City to terminate this Agreement will be resolved by the procedure established by 45 CFR 1303.20, as may be amended from time to time. Pending final resolution of a dispute not involving termination, the Contractor will proceed diligently with the performance of its obligations under this Agreement and in accordance with the decision of the Director's designated representative.

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

30. CONFIDENTIALITY:

A. Confidential Information. The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. During the term of this Agreement, the parties may have access to information or a proprietary nature owned or developed by, or licensed to, the other party, which includes information concerning systems, programs, processes and methods used by the parties, and other information marked "confidential," or "not for public disclosure" (collectively, the "Information"). The receiving party will use the Information only for the

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

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

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

C. Open Records. The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2013), and that in the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

31. INTELLECTUAL PROPERTY RIGHTS:

A. License of City's Intellectual Property. The City hereby grants a non-exclusive limited license to the Contractor to use for Head Start purposes only and Head Start program related materials, text, logos, documents, booklets, manuals, references, guides, brochures, applications, forms, advertisements, photographs, data, ideas, methods, inventions, and any other work or recorded information furnished by the City to the Contractor for purposes of this Agreement, whether in preliminary or final forms and on any media whatsoever (collectively, "Materials"). The Contractor may reproduce the Materials, add to them, combine them or otherwise modify them only for purposes of administering Head Start programs. Any other addition, combination or

modification will require the prior written permission of the Director. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Materials and copies thereof or will provide written verification that all such Materials and copies thereof have been destroyed by Contractor. Upon the expiration or earlier termination of this Agreement, the Contractor will have the right to make any other use of the Materials or any copies thereof.

B. New Works. The Contractor will not copyright, trademark or patent any work, materials, devices, methods, processes, or products (“Original Works”) developed by Contractor as a result of the services provided under this Agreement without the prior written approval of the City and if required by the federal government. Upon approval, the City will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

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

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

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

34. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued

performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

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

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

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

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

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

43. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically

by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Exhibits to Head Start/Delegate Agency Agreement

1. Exhibit A consists of:
 - (1) Exhibit A-1, Contractor's Application and narrative to provide Head Start Services for program year 2014-2015;
 - (2) Exhibit A-2, First Supplemental Application/Scope of Services and Budget Narrative; and
 - (3) Exhibit A-3, Second Supplemental Application/Scope of Services and Budget Narrative.
2. Exhibit B consists of:
 - (1) Exhibit B-1, Contractor's Budget;
 - (2) Exhibit B-2, First Supplemental Application/Scope of Services and Budget Narrative; and
 - (3) Exhibit B-3, Second Supplemental Application/Scope of Services and Budget Narrative.
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.

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-201416452-00

Contractor Name: SCHOOL DISTRICT 1 IN CITY AND COUNTY OF

By: David A. Suppes

Name: David A. Suppes
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Approved As To Form: [Signature]
General Counsel
Denver Public Schools



2014-2018 Denver Great Kids Head Start Application: Program Options and Goals, Objectives, Strategies and Measures

Delegate Name:	Denver Public Schools
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I. Need for Assistance and Geographic Area:

Denver Public Schools Head Start (DPSHS) will serve 302 children in 18 Qualistar rated, six and a half hour, full-day classrooms of 17 children, providing developmentally appropriate educational services for four-year-old and three-year-old children in a safe and nurturing environment. DPSHS serves primarily four-year-olds, with any three-year-olds in mixed-age classrooms in which four-year-olds predominate. The program promotes the physical, social, emotional, and cognitive development of young children while responding to the needs of families. The program curricula, the Creative Curriculum, and in one pilot classroom the Tools of the Mind, are aligned with standards implemented in K-12 in Denver Public Schools. These Standards include the Common Core State Standards, the Colorado Academic Standards, and the World-Class Instructional Design and Assessment (WIDA) English Language Development Standards ensuring a smooth transition to Kindergarten and beyond. Program staff and teachers are highly qualified and experienced. Classroom teachers are all ECE qualified with Colorado teaching certificates. As part the DPS system, DPSHS draws on a comprehensive web of support services for children and families including translation services, support for homeless families and strong partnerships within and outside the district itself.

Need for Services

In this section, DPSHS addresses the identified need to prepare children to be ready to succeed in school and life. The primary data sources for this section are the 2013 DGKHS Comprehensive Community Assessment (CA), the 2013 DPSHS Head Start Program Information Report (PIR), the DPSHS Family Service Data Base (FSDB) and the 2014 Denver Public Schools Head Start Self-Assessment (SA).

DPSHS seeks to meet the needs of participating families through providing services, information and/or referrals, as well as ensuring that staff members are trained to provide these services in accordance to Head Start performance standards. The highest needs for family services are for English-language acquisition and social services.

English Language Acquisition: Forty-three percent (43%) of parents indicate on the (PIR) that Spanish was the primary language of the family. Six percent of families indicate that their primary language at home is a language other than Spanish or English. The other prevalent languages in DPSHS include African, Middle Eastern and Asian Languages. Thirty-eight (35%) of the families enrolled (119) included one parent who was monolingual in a language other than English (FSDB). Seventy-six (76) of the one-

Exhibit A

hundred-nineteen families participated in ESL services. A significant number of families in the DPSHS target recruitment areas are in need of ESL supports.

All DPSHS classrooms are in elementary school that have programs designed to address the needs of children where English is not the primary language in the home. Head Start enrollment at College View, Escalante-Biggs, Force, Greenlee, McGlone, and Smith includes sufficient Spanish speaking students to support classrooms where the primary language of instruction is Spanish. Other schools include ESL Resources to support second language learners in Spanish and other languages. Ellis, Escalante-Biggs, Force, McGlone, Montclair and Whittier serve neighborhoods where over 57% of Children are in Immigrant Families (CA).

Social Services: All of the target recruitment areas serve low-income families, many of whom require social services provided by community or government agencies to varying degrees. The services and resources accessed most often by parents in 2012-2013 were parent education, health education, emergency/crisis intervention services such as meeting immediate needs for food, clothing or shelter, ESL, and mental health services (PIR). In addition, families needed clothing, and also school supplies and materials.

In addition to formal needs assessment data collected by Head Start agencies, DPSHS draws on direct parent contact to identify needs through the family partnership process and through informal discussions with HS staff. Parent interests guide the planning of parent meetings and parent discussion groups. Child development, school readiness and health are consistently high-interest areas for parents.

Affordable housing and food security present challenges for low-income families. Addressing immediate needs for food, clothing or shelter were an issue for an increasing number of Head Start families over the last 3 years. In the 2010 Program Information Report nineteen (19%) of DPSHS parents received food, clothing or shelter. In 2013 forty-three percent (43%) received these services. (PIR)

Families and staff indicate that the following services are particularly difficult to find: transitional housing, elementary level adult literacy and math education and community service agencies that offer services to families in languages other than Spanish and English. In addition, cost is a barrier for parents in locating legal services, translation and GED classes.

Limited income and limited work opportunities pose barriers to many families in the DPSHS service areas. Forty-nine percent (49%) of the single-parent families in DPSHS are unemployed. Of the two-parent families (176), both parents are employed in only 7% (13 families); yet due to the limited income of the families, many among them are looking for work as well (PIR).

Thirty-nine percent (39%) of DPSHS families, the parent(s)/guardian(s) are not high school graduates and do not have a GED, according to the most recent PIR data. Due to the absence of successful experiences in school these same parents need support to develop their own skills so they can help their children with schoolwork.

Exhibit A

Health: Health data from the 2013 Program Information Report indicate primary concerns in the areas of dental care, asthma, vision problems and overweight/obesity. DPSHS continues to improve communication about health with parents and staff. According to PIR data, 46% of DPSHS families received health education in the 2013 school year. Providing parents and their children with more information, and better access to health services, will give families a better understanding of health issues and ways to access needed services.

Nutrition: Childhood obesity is a growing concern for children in the United States. In DPSHS, 51 children (16%) were overweight and 37 (11%) were obese. During health education presentations, families were surprised to learn the high fat content in cheeseburgers and other common foods, and the high sugar content in juices. In Denver 39% of children qualify for Supplemental Nutrition Assistance Program (SNAP) in 2013. (CA) and requests for food assistance increased over previous years. (PIR) In the 2013-2014 school year twelve children were underweight on the preliminary PIR data collected mid-year, which is a significant increase from the 2012-2013 school year in which only 3 children were underweight.

Mental Health: Many DPSHS students are in need of resources to assist with social, emotional and mental health issues. In the area of mental health, there is an ongoing need for consultation with health professionals. During the 2012-2013 program year mental health professionals consulted with 15 staff members and 21 parents around mental health issues. The Licensed Clinical Social Worker from Denver Health and/or the DPSHS Disabilities Coordinator provided the services/referrals. Four months into the 2013-2014 school year, mid-year PIR data indicated a sharp increase in parent consultations with the Mental Health professional. The number of consultations recorded December 2013 increased by eighty-six percent (86%) from the number of consultations required in the 2012-2013 program year. Informal observations by staff indicate that the severity of family mental health issues impacting student performance in the classroom has increased.

Education: School readiness is the overarching goal of Head Start programs. All children need developmentally appropriate support to develop language, cognitive ability, literacy, and social-emotional skills. DPSHS children and their families need resources, education and support for acquiring these skills that are necessary for success in school and life.

In DPSHS's target areas, demographic data show high levels of poverty, minority populations and families where English is not the primary language. Each of these conditions can be associated with higher parent stress levels, leaving parents with less time and resiliency to support children in acquiring school readiness. Parents need support for basic needs, ESL, literacy and parent-child activities in order to best support their children in preparing for school.

From forty-six (46%) to seventy-four percent (74%) of children living in neighborhoods service by DPSHS are not ready for reading in the spring of their year in kindergarten whereas fifty-six percent (56%) of all DPS kindergarteners are ready for reading by that point of their kindergarten year. (CA) The gap in

Exhibit A

performance between low income children and those with higher incomes continues to be present across grades three through ten. (CA) Clearly a large proportion of children in neighborhoods served by DPSHS are not succeeding academically. They need quality early-learning classrooms and appropriate individualized support to set them on the path for learning success.

Children with disabilities: For children with disabilities, early identification and intervention can make an important difference in preparedness. Last year DPSHS served 68 children (21%) with disabilities; thirty-nine (39%) of them were identified after enrollment. (PIR) Children were identified with a primary disability of speech or language impairments or non-categorical/developmental delays (PIR). The DPSHS program is often the point of entry into services for children with disabilities for Head Start children. Over the years of providing services, children with disabilities consistently comprise more than 10% of children served by DPSHS.

Select Neighborhoods

The targeted and specific geographic recruitment areas DPSHS will serve and the reasons for the choice of neighborhoods are based on the needs identified in the 2013 Denver’s Great Kids Head Start Comprehensive Community Assessment (CA). Classrooms are located in neighborhoods in the City and County of Denver where poverty, ethnicity, race, immigrant status and eligibility for federal lunch programs indicate need for services. These and additional factors indicating need are listed in the table of targeted neighborhoods for the 2014-2015 funding period. The DPS Free and Reduced Lunch October count information from 2013 is from the DPS website and all other information is from the 2013 CA.

School	DPS % Free & Reduced Lunch October 2013	Neighborhoods	2013 Community Assessment (CA) Children under 5 living in poverty	2013 CA Immigrant families	2013 CA Other factors impacting at least one neighborhood in enrollment area
College View/2	96.91%	College View	548-1003	26-41%	70-99% Hispanic population High Diversity Low child care capacity High teen births 45-60% birth to moms with less than 12 year education High percentage Spanish speaking families

Exhibit A

Ellis/2	93.52%	Virginia Village Goldsmith	166-313 320-547	26-100% 26-41%	High Spanish and other language Concentrated poverty High teen births High percentage immigrant families High Spanish and other non-English speaking families
Escalante Biggs/4	87.07%	Montbello Green Valley Ranch	320-1003 548-1003		70-99% Hispanic population High diversity 45-60% birth to moms with less than 12 year education 28-65 % preschoolers with IEPs
Force / 2	95.73%	Mar Lee Westwood	320-1003 320-547	57-100% 26-100%	70-99% Hispanic population High teen births 45-60% birth to moms with less than 12 year education High percentage Spanish speaking families 16-27% unemployment
Greenlee / 2	97.02%	Lincoln Park Highland* Jefferson Park*	0-319	0-41%	High percentage Hispanic High diversity Concentrated poverty 10-12% infants low birth weight 58-93% single parent families High percentage Spanish speaking families 16-27% unemployment 20-41% violent crime
McGlone / 2	97.26%	Montbello	320-1003	26-57%	High percentage Hispanic High percentage African Am. High percentage Spanish speaking families 45-60% birth to moms with less than 12 year education 28-65 % preschoolers with IEPs
Montclair / 1	66.59%	East Colfax ** Montclair	548-1003	41.2-100 % 11-26%	10-12% infants low birth weight 57-73% of 3 rd graders not proficient in reading High Spanish and other non-

Exhibit A

					English speaking families 16-27% unemployment
Smith/2	98.31%	North Park Hill Northeast, Park Hill	330-547 166-319	0-41% 11-41%	High percentage African Am. High diversity Concentrated poverty 10-12% infants low birth weight High teen births 16-27% unemployment
Whittier / 1	92.73%	Five Points Whittier	166-319 320-574	11-100% 0-10%	High percentage African Am. High diversity 10-12% infants low birth weight High teen births 58-93% single parent families 16-27% unemployment 20-41% violent crime Concentrated poverty

*Rocky Mountain SER Neighborhood, not served by DPS

Methods for Determining Targets: DPSHS staff reviewed the most recent DGKHS Community Assessment data to identify the neighborhoods with the highest poverty rates and the greatest unmet needs. Next, we looked at school facilities in these neighborhoods with sufficient capacity to address needs. Also taken into account were the other Head Start programs that currently serve various areas within DPS boundaries, childcare availability in the area, and family and health services already provided by the school. Parent preference indicates that families prefer five-day, full-day programs. Blended funding (see below) allows DPSHS to provide full-day programs (6.5 hours, 5 days per week based on DPS School Calendar) in all Head Start classrooms. Therefore, Head Start services are allocated to the schools with the highest need where there is the capacity to serve the most families with full-day services. Montclair, serves two financially differing communities. It is the only DPSHS site with a Free Reduced lunch percentage of less than 87%. The East Colfax neighborhood which it serves includes many families living in motels and an immigrant community. Head Start programs are co-located in schools with other early childhood education programs to provide options to non-Head Start eligible families in the community.

Changes in enrollment area: The CA identified increased poverty in Southeast Denver and a concentration of Head Start programs in the Near-Northeast neighborhoods of Skyland and Clayton. Waiting lists for services at the Barrett and Columbine Head Start sites were minimal and Clayton, and Rainbow House, sites from other delegate agencies continue to serve these neighborhoods. Ellis in Southeast Denver serving Virginia Village and Goldsmith neighborhoods was identified as a school with an increasing number of children qualifying for federal meal subsidies and a large population of ELLs. The Barrett and Columbine classrooms will be moved to Ellis in the 2014-2015 school year.

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Blended funding provides full-day (6.5 hours, 5 days per week) Head Start services to all DPSHS classrooms. In these classrooms state-legislated preschool dollars through the Colorado Preschool Program and locally generated, voter-approved, city sales tax revenues are combined with Head Start dollars to fund the program for Head Start children and families. DPSHS staff, children and families benefit from both the full-day blended funding and additional resources provided by these sources. As recipients of the Colorado Preschool Program dollars, DPSHS participates in the statewide initiative, Results Matter, to collect outcome data on children across Colorado. This data informs practices with children in classrooms. Contributing child data to this initiative ensures that the strengths and needs of DPSHS children are integrated into state data, which informs early childhood policy development for the Colorado Department of Education.

Selection of Children: DPSHS utilized the identified needs above to develop selection criteria with guidance from DGKHS selection process. Each year the family services subcommittee which includes both parents and staff reviews the selection criteria to ensure that the families with most need are served in each site.

Resources available in the Community

DPSHS has chosen the following interagency and intra-agency partnerships to effectively meet the needs of Head Start Children, Families, and Staff. Notations after each organization/department explain the services they offer. Unless otherwise noted the service described serve the entire enrollment area of DPSHS.

Interagency Partnerships		
Area	Partner	Description
Family Services	Colorado Department of Human Services	Resources and training related to refugee services; LEAP (see below), TANF, SSI, CCAP, and Child Support.
	Joshua Station	Services to families transitioning out of homelessness
	Lowry Family Center	Support and services to families in Montbello and East Colfax neighborhoods through a partnership of organizations, including recruitment of foster children for enrollment in Head Start, kinship care training, crisis counseling, and utility assistance

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Clothes to Kids of Denver	New clothes for K-12 children in need
Operation School Bell	K-Mart gift cards for school clothes (sponsored schools only)
Food Bank of the Rockies	Weekend food for needy families
Metro Care Ring	Support for obtaining birth certificates and identification documents, healthy food market, employment assistance, utility assistance
Denver Inner City Parrish (SW Denver)	Emergency services, clothing, food bank, after-school programming
Robert A. Miller Educational Resource Center	Speakers for parent meetings on parenting and stress management
Low Income Energy Assistance Program	Heating assistance for families, training, presentations related to LEAP program
Colorado Academy	Annual Project HOPE event providing gently used household items/clothes and holiday gifts for children
Safe House Denver	Emergency shelter and counseling for victims of domestic violence and their children, including advocacy and safety planning
Denver Center for Crime Victims	Crime prevention education and free case-by-case support for all victims of crime, regardless of age, gender, race, religion, sexual orientation or disability. Services offered in over 41 languages.
Family to Family	Services for child abuse prevention and foster/kinship care families
Friends of Man	Basic and specialized needs that are hard to come by elsewhere (i.e.: wheelchairs, prostheses, glasses, daycare, dentures, prescriptions, therapy, medical equipment, hearing aids, orthopedic shoes, etc.)

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	Denver Inner City	Emergency services
	Denver Urban Ministries (DenUM)	Holiday assistance, food pantry, employment services, utility assistance, assistance with birth certificates and identification, legal assistance
	Red Shield Food Bank-Utility Support	Food bank and utility assistance for families in certain Denver zip codes
	Dependable Cleaners	Provide opportunities each year for staff to collect used coats for children and families
Community Health & Treatment	Servicios de la Raza	Spanish language counseling services and food and clothing banks
	Denver Health	Parenting and mental health support for parents, children and staff, medical and dental services
	FACES	In-home counseling services
	Devereux	Online support for implementation of the Devereux assessment and screening instrument for social/emotional health
	Culture of Wellness	Support to parents and classrooms around health, fitness, and nutrition
Family Literacy	Denver Public Library	Volunteer readers in classrooms and training for volunteer readers, field trips for children, children's librarians, and books home for families and children
	Bright Beginnings	Resources for Early Literacy
	Emily Griffith Technical College	ESL classes/GED preparation, college and vocational preparation
	Focus Points	ESL classes
	Abriendo Puertas	Facilitator trainings and curriculum for parent

Exhibit A

		groups and meetings
Workforce Development	Dress for Success	Mentor program, classes, career center, and support groups for women seeking employment. They provide a suit when a woman obtains an interview and up to a week's worth of clothing when a woman secures a job.
	The Gathering Place	Computer skills, resume building, and drop-in services for homeless families
	Colorado Workforce Center	Job skill development
	The Northeast Women's Center	Job skill development
	The African Community Center	Job skill development for refugees
	The Lutheran Family Services	Job skill development for refugees
	Goodwill Career Connection Center	Job skill development
Financial Literacy	Internal Revenue Service	Information, education and support to parents around tax preparation, including on-site resource table at parent events
	Bootstraps Asset Building Education	Staff training to build capacity to work with families in the area of money awareness, budgeting, financial values, and decisions related to finance

Intra agency: DPS Departments and Programs that support the DPSHS program

Area	Partner	Description
Family Services	DPS Educational Outreach Program(EOP)	Assist homeless children to use education to break the cycle of poverty by providing essential educational supports and removing educational barriers that prevent homeless children from having a successful school experience. Support DPSHS with staff training,

Exhibit A

		services to homeless families, linking Head Start with other programs that provide services to homeless children, and recruitment of homeless children.
	DPS Family and Community Engagement Office (FACE)	Support for parents seeking involvement with Collaborative School Committees, diversity training, and conflict and crisis management
	Emily Griffith Opportunity School	English as Second Language supports for Spanish and other languages including support for African refugees
Health and Treatment	DPS School and Community Health Partnerships	Efforts to promote physical activity for children, families and staff, nutrition in the schools, USDA Fruit and Vegetable Grant, Sound Body, Sound Mind DPS Fitness Centers, School Wellness Teams, and connection with other health and nutrition initiatives in Denver
	DPS Medicaid Department (Medicaid Specialists)	Supports include Medicaid/CHP+ outreach and enrollment efforts at schools and in homes, and information on Medicaid
	DPS Nursing Services	Training and medical supervision of DPSHS Health Coordinator and Health Specialists, alerts about medical issues in the community, support of school nurses for dispensing medications
	DPS Department of Mental Health and Assessment	Resources for families and children
	DPS Food and Nutrition Services	Breakfast, lunch and snack, menu planning, modifications for special diets, Health Department inspection monitoring, nutritionist, support in CACFP requirements, National School Breakfast and Lunch Programs

Exhibit A

	DPS Oficina de Enlaces Multiculturales	MATT Maestro en Casa, an English-language learning and life skills program the radio
	DPS Food and Nutrition Services	Breakfast, lunch and snack, menu planning, modifications for special diets, Health Department inspection monitoring, nutritionist, support in CACFP requirements, National School Breakfast and Lunch Programs
Staff Support	Teaching and Learning	Support and training for Early Education and Head Start staff
	Educational Resources	Provide library support through school librarians and information through central office staff
	Communications Office	Professional translation and interpretation services in over 10 languages
	Student Services	LEA representative for staffings, augmentative devices
Administrative Support	Board of Education	Governance, policies
	Early Education	Professional development, blended funding, administrative support, oversight of the program
	Facilities Management	Cost estimates of facility improvements, cleaning and maintenance services
	General Accounting	Fiscal procedures, training and support
	Human Resources	Hiring and personnel issues, benefits, retirement information and planning
	Payment Services,	Payroll services, independent contracts, purchase orders, travel
	Planning and Analysis	Population demographics
	Risk Management	Safety and insurance

Exhibit A

	Safety and Security	Homeland Security, emergency preparedness
	Superintendent's Office	Governance
	Technology Services	Technical support for phones, computers and classes
	Volunteer Services	Background screening and orientation for community volunteers in Head Start classrooms

Exhibit A

I. Program Options

Center Location	Number of Slots	Number of Classrooms	Option Configuration (Option, days and months of operation)
College View Elem. 2675 South Decatur St., Denver, CO	34	2	Full day 6.5 hours /9 months
Ellis Elementary 1651 South Dahlia St., Denver, CO	34	2	Full day 6.5 hours /9 months
Escalante- Biggs Academy 5300 Crown Blvd., Denver, CO	68	4	Full day 6.5 hours /9 months
Force Elementary 1550 S. Wolfe St., Denver, CO	34	2	Full day 6.5 hours /9 months
Greenlee Elementary 1150 Lipan St., Denver, CO	33	2	Full day 6.5 hours /9 months

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McGlone Elementary 4500 Crown Blvd., Denver, CO	34	2	Full day 6.5 hours /9 months
Montclair Elementary 1151, Newport St., Denver, CO	15	2	Full day 6.5 hours /9 months
Smith Elementary 3590 Jasmine St., Denver, CO	33	2	Full day 6.5 hours /9 months
Whittier Elementary 2480 Downing ST., Denver CO	17	1	Full day 6.5 hours /9 months

II. Program Approach and Expected Benefits or Results:

A. Goals, Objectives, Strategies and Measures:

Exhibit A

GOALS	OBJECTIVES	STRATEGIES	MEASURES
<p>All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school.</p>	<ul style="list-style-type: none"> • All DGKHS students will meet or exceed widely held expectations <ul style="list-style-type: none"> ○ This includes the goals of the School Readiness Plan that includes outcomes for social/emotional development, approaches to learning, physical development and health, language and literacy attainment and cognitive and general knowledge skills. • 70 % of teachers at each agency have a BA or higher: 100% of teachers’ assistants meet credentialing requirements • Effective transitions to Kindergarten 	<p>Grantee Strategy example: Use TS Gold data to guide program design and continuous improvement</p> <p>Delegate Strategies:</p> <ul style="list-style-type: none"> • Implement Creative Curriculum • Implement strategies that support social-emotional development • Observe and rate teacher-child interactions in all classrooms using the district developed Framework for Effective Teaching with feedback data provided to teachers by trained district staff. • Establish Head Start Professional Development plans for all teachers and paraprofessionals • Implement school-wide goals to support growth • Participate in the Implementation of the 	<p>TS Gold: All Domains</p> <p>Teachers and assistant credentials</p>

Exhibit A

GOALS	OBJECTIVES	STRATEGIES	MEASURES
		<p>Colorado Quality Rating and Improvement System as it rolls out to the state.</p> <ul style="list-style-type: none"> Evaluate all employees through employee evaluations systems implemented by the school district. Initiate communications between all DPS Head Start teachers and kindergarten teachers Review Teaching Strategies Gold data three times a year to identify trends and the need for staff training. 	
GOALS	OBJECTIVES	STRATEGIES	MEASURES
<p>All Head Start children will receive high quality health, mental health and nutrition services that ensure they are healthy and ready to succeed in school.</p>	<ul style="list-style-type: none"> Children will receive timely health, dental, vision, and hearing screenings and referrals, as needed. Children will have exposure to physical activity and healthy food. Children will receive comprehensive mental health support and services for healthy social emotional development. Head Start families and staff will 	<p>Grantee Strategy example:</p> <ul style="list-style-type: none"> Leverage vendor contracts to provide resources for health and nutrition support. <p>Delegate Strategies:</p> <ul style="list-style-type: none"> Send results of health screenings home in a timely manner 	<p>Overweight and Obesity rates</p> <p>Percent of children enrolled in health insurance and have a medical home</p> <p>Percent of children who have</p>

Exhibit A

GOALS	OBJECTIVES	STRATEGIES	MEASURES
	<p>have resources that increase skills and knowledge on developmentally appropriate health and wellness of children.</p>	<ul style="list-style-type: none"> • Inform teachers, Family Liaison Specialist (FLS) and other relevant Head Start staff of the children referred for follow up services. • Nurses communicate with parents at drop off and pick up and place phone calls to parents who are not available for face to face meetings. • Teachers, FLS and paraprofessionals provide additional reminders to parents. • Problem solve with parents and staff to identify barriers to acquiring follow up services and identify solutions to address the barriers. • Implement the Creative Curriculum. • Utilize additional social emotional supports as needed. 	<p>received health screening</p> <p>Immunization Rates</p> <p>Percent of children who receive appropriate follow up care.</p> <p>Delegate Measures:</p> <p>TS Gold: Social Emotional and Physical</p>
GOALS	OBJECTIVES	STRATEGIES	MEASURES

Exhibit A

GOALS	OBJECTIVES	STRATEGIES	MEASURES
<p>All Denver Great Kids Head Start parents work to improve their own skills and they are engaged as their children’s first teacher to ensure children are ready to succeed in school.</p>	<ul style="list-style-type: none"> • Families will meet the goals in their family partnership agreements • Children will have effective transitions to Kindergarten • Families will consistently engage in Head Start. 	<p>Grantee Strategy example:</p> <ul style="list-style-type: none"> • Provide HS parents with educational and leadership development opportunities <p>Delegate Strategies:</p> <p>Family Partnership Agreement</p> <p>Because of varying needs of parents strategies may vary from site to site</p> <p>Strategies may include:</p> <ul style="list-style-type: none"> • Beginning Family Partnership Agreement (FPA) discussions at enrollment. • Utilizing the family self-assessment tool to support families in identifying goal areas. • Scheduling time for Family Liaison Specialists (FLS) to meet with parents about FPA goals during Parent/Teacher 	<p>TS Gold Data</p> <p>% of families who have completed plan goals including but not limited to:</p> <ul style="list-style-type: none"> GED completion ESL participation Employment <p>Retention</p> <p>Delegate Measures:</p> <p>% of families who have made progress on goals including but not limited to:</p> <ul style="list-style-type: none"> GED participation Received Employment

Exhibit A

GOALS	OBJECTIVES	STRATEGIES	MEASURES
		<p>conferences..</p> <p>Strategies for ensuring effective transitions to kindergarten may include:</p> <ul style="list-style-type: none"> • Inviting Kindergarten teachers to parent meetings • Partnering with Kindergarten teachers to develop a summer activity packet for families. • Providing transition materials to families to help them sustain learning over the summer. <p>Strategies for consistent engagement of families in Head Start may include:</p> <ul style="list-style-type: none"> • Encouraging teacher involvement in parent meetings. • Shifting language used by staff from parent “meetings” to parent “events” and/or “workshops”. • Continuing to redefine and freshen the format, agenda, 	<p>Resources</p> <p>Parent meeting attendance</p> <p>Distribution of transition kit materials</p>

Exhibit A

GOALS	OBJECTIVES	STRATEGIES	MEASURES
		and marketing for parent events and workshops.	

GOALS	OBJECTIVES	STRATEGIES	MEASURES
All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments to ensure they are ready to succeed in school	<ul style="list-style-type: none"> • Children with IEPs will improve school readiness. • Children will receive timely evaluation and effective IEPs as appropriate • Children will have effective transitions to Kindergarten 	<p>Grantee Strategy example:</p> <ul style="list-style-type: none"> • Provide guidance and leadership on inclusive learning environments <p>Delegate Strategies:</p> <ul style="list-style-type: none"> • Ensure teachers have access to and understanding of IEP goals, accommodations and services for children with disabilities so that this information can be included in their planning. • Maintain up-to-date tracking of children in referral 	<p>TS Gold Growth</p> <p>Timeline for evaluations</p> <p>IEPs transitioned to Kindergarten</p> <p>Retention rate for children with IEPs</p>

Exhibit A

		<p>process.</p> <ul style="list-style-type: none"> • Provide individualized and appropriate transition materials to families of children with disabilities. 	
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GOALS	OBJECTIVES	STRATEGIES	MEASURES
<p>Denver Great Kids Head Start operations and financial administration are efficient and effective, ensuring that resources support preparing Head Start children for school</p>	<ul style="list-style-type: none"> • Financial management is transparent • Streamlined financial and operational systems • Services purchased/negotiated are align with school readiness data (TS Gold results) and need as reflected in the community assessment • Meetings with delegate agencies are effective and productive • Communication is clear and timely 	<p>Grantee Strategies include but are not limited to:</p> <ul style="list-style-type: none"> • Leverage economies of scale to provide effective resources to delegate agencies and classrooms • Provide data analysis (TS Gold, Community Assessment) that guides programmatic design and financial investments • Policy advocacy for school readiness and early childhood education 	<p>Audit findings</p> <p>Financial projections</p> <p>Percent of administrative costs (not to exceed 15 percent)</p> <p>Delegate surveys and feedback</p>

Exhibit A

		<p>Delegate Strategies:</p> <ul style="list-style-type: none"> • At DPS Head Start Focus Team meetings review financial projections and variance reports • Implement strategies defined by the School District to move towards transparency and streamline systems • Identify unfunded needs by reviewing data and gathering information from parents and staff • Provide the board and policy committee a supplement to the variance report that details variance in specific categories. 	<p>Delegate Measures:</p> <p>Variance Report and supplement to variance report</p> <p>Spending all funds in appropriate categories</p>
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As a result of an efficient and effective management of the Head Start program and delivery of Head Start services children and families will leave Head Start prepared for school and life. The progress in meeting the program goals will be quantified based on the measures indicated in the cart above.

B. Delivery of High Quality Services to Children

Early Childhood Development and Health Services

Physical Health: The DPSHS Health Coordinator (HC) and DPSHS Health Specialist, both registered nurses:

1. review health and nutritional history, immunization records and parent concerns,
2. perform health screenings for height, weight, vision, and hearing,
3. discuss any identified concerns with the parent/guardian, and
4. make appropriate medical referrals, provide information and resources.

Families are encouraged to establish a medical home to ensure that they have an ongoing source of continuous, accessible medical care. Multiple opportunities are provided for parents to enroll in Medicaid and CHP+. A representative from the DPS School Medicaid Program is available to answer questions and provide applications at pre-enrollment activities at each elementary school. Each month a notice of where to apply for Medicaid is posted in the classrooms. Denver Health School-Based Health Centers also accept appointments for Head Start students. The services the school-based health centers provide are primary and preventative care, including immunizations and physical exams. These services are available at no cost to the family and with no wait time.

All DPSHS children receive new toothbrushes for use in the classroom three times a year, and every family receives literature about tooth brushing. The DPSHS nurses provide dental screenings to all children within 90 days of enrollment. A dentist from Denver Health provides a dental exam and fluoride treatment once a year at each school. Children needing further services are referred to their family dentist when insurance is available. Families without dental insurance are referred to Denver Health for scheduling of appointments.

DPSHS continues to address the need to improve dental follow-up with the following strategies.

1. The families are provided information on free dental clinics and a current list of dentists who will see low-income clients.
2. The nurses and DPS HS Family Liaison Specialists (FLS) distribute information about dental providers and dental fairs.
3. The DPSHS nurses provide the FLS and classroom staff with an updated list of children needing dental follow-up treatment.
4. Both nurses and the FC provide transportation to appointments when families do not have another source of transportation.

Exhibit A

All staff members continue to educate and encourage parents to schedule follow-up care. Children with dental emergencies are referred to the Dental Clinics at Denver Health's Eastside and Westside Health Clinics.

Children and parents learn about health, safety and nutrition at DPSHS. Children learn about nutrition and hygiene through daily classroom activities. The HC provides nutrition training at parent meetings in schools where DPSHS classrooms are located. The DPSHS Health Specialist provides a second meeting which supports parents to increase their understanding of health and safety.

A health report is distributed to all families in the first semester of the school year. The report contains screening results for the child and referrals for follow-up when needed.

To support student, family and staff health, the DPS school board approved the DPS Health Agenda 2015. School-based wellness committees and *Sound Body, Sound Mind* fitness centers directly support the agenda which outlines the districts goals for student and staff wellness. The fitness centers provide staff and community members with a low-cost, convenient way to exercise once they finish their work day. Specifically, the fitness centers support three goals — staff wellness, student physical education, and health promotion to families — by providing access to physical activity and use for students during physical education classes. As a part of the agenda, some schools have formed School Wellness Teams composed of staff, families and community members.

Mental Health: Denver Health Licensed Clinical Social Worker (LCSW) and the DPSHS Disabilities and Mental Health Coordinator (DC) developed resource notebooks for DPSHS education and family service staff. The notebooks provide materials and resources to support staff in integrating positive strategies to their work in the classroom and with families. The materials for educational staff focus on using the materials to develop positive classroom environments and interactions. The family service staff materials include resources to support families at home. The materials are based on the information from the Center on Social and Emotional Foundations for Early Learning (CSEFEL), which were developed with federal funds from the U.S. Department of Health and Human Services, Administration for Children and Families.

Mental health services are provided by the Denver Health LCSW, school social workers, and other qualified community providers. The DPSHS Family Services Coordinator (FC) and DC coordinate the services of community providers, working to provide families with a choice of linguistically, ethnically, culturally and gender-appropriate providers. Medicaid, CHP+ and sliding scale fees fund families' access to individual mental health services. Limited mental health services are also available through the Denver Health School-based Health Center. The DPSHS Education Coordinator (EC), Denver Health LCSW, the Head Start DC and other DPSHS staff provide support for behavior management. Parent meetings and parenting classes also focus on preventive mental health issues.

Exhibit A

The Pyramid Model is a conceptual framework of evidence-based practices developed by two national, federally-funded research and training centers: CSEFEL and the Technical Assistance Center on Social Emotional Intervention for young children (TACSEI). The Centers' faculty represents nationally recognized researchers and program developers in the areas of social skills and challenging behavior. The work is based on evaluation data collected over the last six years. To support educational staff in developing a deeper understanding of the Pyramid, the DPSHS teachers participated in workshop activities to integrate the Pyramid model into their practice, along with *The Second Step, A Violence Prevention Curriculum*. The latter, a research-based curriculum available in HS classrooms, has been used by DPSHS to build a positive climate, and complements the more recent information provided by the Pyramid. *Second Step* and school-based social emotional curriculum promote a positive social/emotional climate by encouraging children to develop empathy, impulse control and anger management.

Education: Each DPSHS classroom has a teacher/child ratio of two adults to seventeen children. A teacher and a paraprofessional will be assigned to each classroom. The classroom teachers have a baccalaureate or advanced degree in early childhood education and/or coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children. Each instructional paraprofessional in DPS is required to have an associate's degree, sixty college credits or have passed *WorkKeys* test, an equivalency test for an associate's degree. Paraprofessionals will have a CDA, associate or baccalaureate degree in ECE or have a plan in place to meet the requirements. Paraprofessionals will be provided the opportunity to enroll in early education classes with funding assistance from the Head Start program. Many of the classroom staff members are bilingual in English and Spanish and supports are available through the schools for classrooms where children are non-English speakers.

Curriculum: *The Creative Curriculum* (CC) is the research-based and comprehensive curriculum of the Denver Public Schools Head Start Program. McGlone Elementary has received a grant to implement the research-based *Tools of the Mind* (Tools) curriculum. Both are based on an extensive literature-based research review of the most significant recent studies on early learning. The CC and Tools are aligned with Colorado's *Early Learning and Development Guidelines* (ELDG). The ELDG are aligned with the Colorado Academic Standards for preschool through third grade and with the *Head Start Child Development and Early Learning Framework*. The curricula are used in conjunction with *Teaching Strategies Gold* (TS Gold) from which data is gathered to identify goals for children's development and learning. CC and Tools define experiences through which children achieve these goals. Data from TS Gold is also used to track progress of all children and trends of development three times a year. Information gained from the analysis informs the content of Head Start staff training and development.

The curricula include ideas for staff and parents to use to support children's learning across the domains of child development. The purposeful activities and interactions that take place in the DPSHS classrooms actively engage children. The project-based approach integrates learning from all domains into the school day. DPSHS integrates the classroom curriculum with the Denver Public Schools K-5 curriculum

Exhibit A

using developmentally appropriate strategies to provide a smooth transition as the DPSHS children move into Kindergarten and elementary school.

Teacher-child interactions: The *DPS Framework for Effective Teaching* (Framework) and the *Classroom Assessment Scoring System* (CLASS) are used to guide teacher-child interactions and thus impact student learning. Multiple times a year, school leaders and/or peer observers who have received observation certification training observe, rate, and provide feedback to teachers based on the Framework. Conversations are held in which strengths and areas for growth are identified and teacher practice is linked to student learning. Beginning in the 2013-2014 Qualistar Rating System (QRS) rating cycle all classrooms are rated on the Classroom, Assessment Scoring System (CLASS) as part of the rating process.

Serving children with disabilities: The DC, FC, HC, EC and DPSHS Health Specialist function as an integral part of the Disabilities and Mental Health Team to supplement and integrate services provided by DPS Student Services and other community providers as needed. Teachers complete a DPS Request for Assistance Form when they have concerns about a child based on observation, screening, or parent request. The EC, a special educator, observes the child and with the teacher and DC generates a variety of regular education classroom strategies that may ameliorate the difficulties. The teacher discusses the strategies with the parent throughout the process. When concerns about the child's progress continue, the EC or DC (who has a Master's Degree in Social Work/ Licensed Clinical Social Worker/ Colorado Department Education Special Services License for School Social Work) observes the child again and in consultation with parents, refers the child for formal testing. The HC and DC interview parents to provide a health assessment and gather information about the child's developmental history for every referred HS child. DPS Student Services then conduct the appropriate and comprehensive assessments.

When evaluation and placement requirements are met, as outlined by the Individuals with Disabilities Act (IDEA), an Individualized Education Program (IEP) is developed during a staffing chaired by the School and Local Education Agency Representative (LEA).

When a child qualifies for an IEP, the services are delivered in the classroom. The child participates in classroom activities guided by the DPSHS curriculum. Adaptations are made to meet the child's individual needs with extra support from early interventionists from DPS as prescribed by the IEP. The DC coordinates the scheduling of and attends regular meetings with DPS Student Services staff, Denver Health LCSW, and EC to discuss information from teachers regarding children with disabilities in their classrooms. Plans to address students' needs are developed and used to build teacher capacity to serve children with disabilities, including children with severe needs, in an inclusive environment in the classroom. The EC and DC also provide ongoing support to the classroom teachers.

Family and Community Partnerships

Exhibit A

Family Services: DPSHS ensures income-eligible families of Head Start children receive the family services they need through DPS programs and links to community resources. To this end, FLS determine what services are needed and make referrals to DPSHS family service partners based on the Family Partnership Agreement (FPA) created with HS families. Families are invited to participate in the FPA and in parent meetings. Fathers, significant males in the family, mothers and grandparents are all welcomed to participate in the FPA process.

The Family Services Supervisor also the Family Services Coordinator is an LCSW and supervises the FLS. The Family Service Data base tracks information on the family so that trends and individual progress of families and caseloads can be discussed with FLS to improve the quality of services.

Parent Engagement: DPSHS supports families individually as well as through parent (center committee) meetings. Meetings are planned to meet the needs of families. Health, safety, nutrition, transition, 5x5 and social emotional/mental health are popular meeting topics. Josalyn Miller, a community partner, provides sessions on anger management, literacy and conflict management. Teachers and FLS work together at many schools to incorporate parent-child activities into meeting times. Presenters take into account the stresses of single parenting, balancing work and home plus family budget issues faced by HS families. Fathers, grandparents and other family members are welcome at the sessions.

Elementary schools also schedule parent nights. Popular topics for the school meetings are math and literacy activities.

Denver Health LCSW and FLS work with parents to understand the results of the Devereux Early Childhood Assessment (DECA). DECA is a valid and reliable social/emotional screening and assessment tool that is a strength-based approach to social and emotional development. Parents complete the assessment based on their knowledge of their child. They are then invited to a parent meeting with the Denver Health LCSW and their FLS regarding building resilient behavior in children. With their own child's current strength in attachment, self-control and initiative available to them through the DECA report, parents can target appropriate strategies to use to increase their child's resilience. The DECA booklet, *Now and Forever*, is also used as a resource to help parents build understanding of resilience and protective factors. The booklet includes research-based strategies that families can use to build resilience. The booklets, in both Spanish and English, provide ideas that parents can use to help their children cope with stress and achieve success in life.

All parents and family members are invited to monthly DPSHS Parent Policy Committee meetings and parents and guardians participate in the election of parent representatives.

Transition: DPSHS begins kindergarten transition activities when children enter their local elementary school in their HS year. The FLS provides information about the enrollment process and discusses kindergarten options (full-day, half-day, gifted and talented, etc.) with parents. HS parents participate in school-wide literacy and math events. Parents have the opportunity to participate in the Collaborative School Committee (CSC) at each school. The CSC is designed to enhance student achievement and

Exhibit A

school climate by engaging the school community in collaborative efforts. In addition, the CSC provides strategic direction to support the school's mission and vision as stated in the School Improvement Plan.

The HS teacher, as a member of the elementary school faculty, participates in decisions about placement of the children in kindergarten classrooms according to school-specific procedures. If the family wishes to investigate the possibility of placement in other schools, they are provided with an Enrollment Guide to Denver Public Schools, encouraged to visit other schools and discuss options with the FLS and/or teacher. They also are invited to district-wide events related to school choice options.

Community: In order to complement the significant resources available within the district, DPSHS utilizes an extensive network of community resources available to provide family services not available on-site. Head Start partners with community organizations to support families needing assistance with food, clothing, shelter, mental health services, ESL, GED, job training, substance abuse prevention or treatment, child abuse and neglect services and domestic violence. To supplement Head Start direct services, DPSHS partners with external groups as well as other departments and programs within Denver Public Schools.

DPSHS provides information on community resources at enrollment, as needs arise, and as new services are available during the year. The United Way Call Center 211 is used to assist families in locating community resources. At each school, the FLS keeps current resources in a family resource notebook, which parents can use on-site either with the FLS or independently. Problem solving and crisis intervention services for families are delivered by FLS, including assessment and referral to community as well as DPS resources.

Program Design and Management

PROGRAM DESIGN AND MANAGEMENT: The DPSHS program benefits from the sound fiscal management policies and procedures, governance by elected school board and active policy committee, and other well-developed established systems that serve the school district as a whole.

Program Governance: The governing body of the DPSHS program is composed of the elected members of the DPS Board of Education. Because the school district is a public entity with a board elected by the public, the board, in accordance with the Head Start Act uses DPS staff members with relevant experience and qualifications to fulfill the positions of legal, early child, and fiscal expertise. The DPS Policy Committee is made up of parent representatives elected from Head Start classrooms and community representatives. The DPS Policy Committee has two primary options of communicating with the DPS Board of Education. The first of these is through the DPSHS Project Coordinator (HSD), who serves in the role of director as defined by Head Start and attends policy committee meetings. The HSD meets regularly with the DPS Early Education Department Director (EED) who serves in the role of executive director as defined by Head Start. The EED reports to the Executive Director of Teaching and Learning who takes the information up the chain of command to the Superintendent who in turn reports

Exhibit A

directly to the DPS Board of Education. The second option for communication with the board is to speak during the public comment period during the monthly Board of Education meeting.

The DPS Parent Policy Committee recruits parent representatives from all DPSHS sites. The parent representatives are elected by the parents before the end of September and are seated at the September or October meeting. Because DPSHS serves mainly 4-year-olds, most parents can only serve as parent representatives for one year. There is an effort to seat new parents early in the school year to support them in acquiring the skills necessary to confidently make decisions to benefit children and families. Efforts are made to provide continuity by recruiting community representatives from the previous year's parent representatives.

The DPS Board of Education and the DPSHS Policy Committee training information is maintained in the Governance Communication Log and the Policy Committee minutes. The Governance Calendar in the appendix outlines timelines for all required decisions by both groups. Both Board of Education policies and Policy Committee bylaws include requirements that address conflict of interest.

A highlight of the DPS Parent Policy Committee is the subcommittee work that occurs. Members volunteer for an area of special interest and become involved throughout the year by observing programming, discussing procedures and reviewing documents in their area of interest.

Fiscal Management: The DPS Board of Education, DPSHS Policy Committee and the member of the Denver Controller's Office with financial oversight of DGKHS receive the monthly variance report documenting budgeted amounts and expenditures. The HSD trains the DPSHS Policy Committee and the Finance Committee on budgeting requirements and the monthly variance report. This information supports the Finance Committee and the Policy Committee planning for, reviewing and approving the annual budget. The DPS Board of Education provides final review when the contract with DGKHS is approved.

Fiscal monitoring is provided through an annual single purpose audit conducted for all DPS federal programs and the annual self-assessment. The period of the audit covers July 1 to June 30.

Program Planning: DPSHS Program Management and Design is supported by comprehensive focus plans, job descriptions, organization and functional assignments, program goals, objectives and content of the grant application. The focus plans supplement the Denver's Great Kids focus and service plans and school readiness goals. The plans, goals, objective and grant application reviewed and approved annually by the DPSHS Policy Committee cover all aspects of the DPSHS program and provide staff with comprehensive strategies and focus areas under which to provide services.

Communication: Communication occurs through regularly scheduled meetings, written communications and informal communication with the DPSHS staff, families and grantee. The systems used ensure timely information is presented to parents, policy groups, staff and the community.

Exhibit A

Record Keeping and Reporting: The DPSHS program has developed a variety of reports to meet Head Start requirements and ensure clear communication. Family service, staff qualification, health, and education data is stored electronically for reporting and analysis. Records of meetings, and reports generated are filed in the Early Education office. Another aspect of record keeping is compiling information about each child and family with a system that maintains confidentiality and is well organized. The family services staff manages this aspect of the Head Start program at the family and child level.

Program Self-assessment and Monitoring: The plan for the annual self-assessment is organized to include the subcommittees of the DPSHS Policy Committee and the Head Start Education, Health, Family Service, Disability and Mental Health, and Project Coordinators. The annual plan is reviewed by the EED for the DPS Board of Education and approved by the DPSHS Policy Committee in October. The window for the self-assessment is from mid-October through early January. During this time the committees review plans, observe in classrooms, review Health and Safety reports, review financial systems with the Early Education accountant and participate in a variety of interviews. Through this process members have an opportunity to develop an overview of a targeted area of the program and share their ideas about the successes and challenges of the DPSHS program. The Policy Committee members serving the subcommittees, report to their peers at the January meeting where the self-assessment is approved by the DPSHS Policy Committee. A written report of the results is provided to the DPS Board of Education by the EED. A written report is also provided to the grantee. The results are reviewed with DPSHS staff at staff development. The strengths, areas for improvement, improvement plan and implementation inform the grant application, agency planning and training provided for staff and parents.

The on-going monitoring system for DPSHS is built around the monitoring system established by DGKHS. Program data is gathered and reviewed by the coordinators, before it is sent to DGKHS. Meeting minutes and/or action plans are developed to document the strengths and areas for improvement. Staff development sessions, meeting topics and modification of program implementation are guided by the information gathered. DGKHS reports are submitted according to the DGKHS report schedule. The plans for improvement are jointly developed by DGKHS and DPSHS staff.

In the area of fiscal monitoring the EED and the Early Education Manager review all documents before the Early Education accountant submits them to DGKHS. In addition, the Early Education Manager monitors the budget-to-actual and all orders.

The coordinators and mentor teacher who works closely with the EC regularly visit classrooms and attend family meetings. On-site monitoring of program activities occurs during these visits. Other monitoring occurs when the Head Start coordinators monitor reports and records.

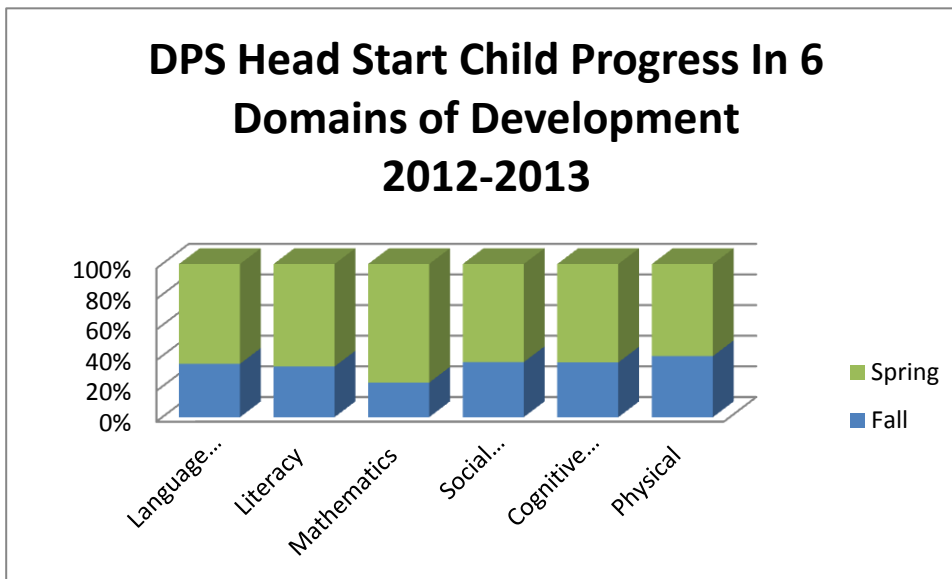
Quality Improvement: DPSHS is participating in the roll out of Colorado child care Quality Rating and Improvement System (QRIS) which is scheduled to launch July 1, 2014. Currently all classrooms have been rated by the Qualistar Quality Rating System (QRS). QRS measures the quality of child care

Exhibit A

programs in Colorado on a provisional to 4-Star rating. The Qualistar rating will provide an alternate pathway towards meeting the requirements of the QRIS. In the Qualistar rating the Early Childhood Environmental Rating Scale is utilized to evaluate classrooms and teacher effectiveness along with other quality factors. With the results of the ratings, each site develops a Quality Improvement Plan with Qualistar Colorado. The quality improvement plan includes goals and objectives for improving the health, educational, nutritional, and social services program for children. It also identifies professional development activities that support classroom staff.

Progress and Accomplishments

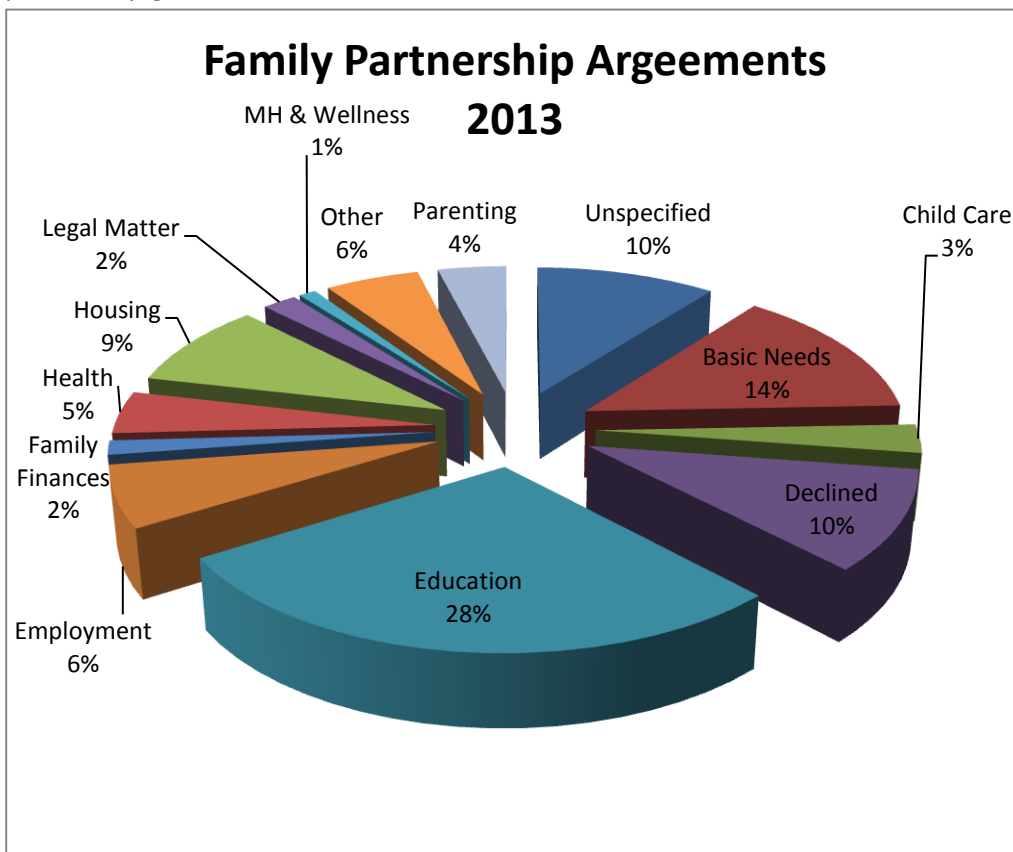
- Many families attended all the health focused meetings; understanding health care, nutrition and raising resilient children.
- Progress across the seven domains of child development for which research-based widely-held expectations have been developed is reflected in the table below. In all domains scores were 95% or above. The achievement of School Readiness Goals from prior grant years is also reflected in the table.



- Leading Effective Academic Practices (LEAP) framework of effective teaching has been implemented in all Head Start classrooms to provide feedback to teachers on teacher/child interactions. Teachers receive observation and feedback from both principals and Peer Observers. Teachers use this feedback to improve their practice and improve results with the students in their classrooms. The program will continue and beginning in 2014-2015 school year will, along with Student Outcomes, be incorporated into educator evaluations in accordance with Colorado Senate Bill 10-191
- All DPSHS teachers meet or exceed the degree requirements for a Bachelor's Degree in Early Education.

Exhibit A

- An agreement was negotiated with the Denver Federation of Paraprofessionals to support the Head Start teacher assistant degree requirements.
- DPSHS EC, FC, HSD, DC and DC participated in individualization meetings with teachers and family liaisons to discuss each child and family, identify successes and unmet needs and develop action plans to address the needs.
- Including all DPSHS coordinators as facilitators of activities at the DPSHS Policy Committee Meetings has led to more meaningful participation of parents.
- The data systems for Family Services, Health, Staff records, Disabilities and Education have been fully implemented at DPSHS and are in use.
- Team work between teachers and family liaison specialists is supporting a trend for increased parent participation.
- Family Liaison Specialists have been focusing on improving the process for developing family partnerships. A highlight was that in the 2012-2013 school year 76% of families needing ESL services participated in Family Partnership Agreements to address these needs. Other family partnership goals as of December, 2013 are summarized in the chart below.



Budget Narrative for Supplemental Budget:

A. Personnel is comprised of the following (see the chart below):

- Child Health and Development Services Personnel:
 - 1 Education Coordinator at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$847 (1.0 FTE) and non-federal share at \$212;
 - 18 Teachers at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$7,485 (9.0 FTEs) and non-federal share at \$1,871;
 - 18 Paraprofessionals at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$3,201 (9.0 FTEs) and non-federal share at \$800;
 - 2 Health Specialists at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$1,236 (1.3 FTEs) and non-federal share at \$309; and
 - 1 Disabilities Coordinator at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$591 (.65 FTE) and non-federal share at \$148.
- Family and Community Partnerships Personnel:
 - 1 FLS Supervisor at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$655 (.65 FTE) and non-federal share at \$164; and
 - 7 Family Liaison Specialists at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$2,668 (4.55 FTEs) and non-federal share at \$667.
- Program Design and Management Personnel:
 - 1 Head Start Administrative Positions at a cost of a COLA increase of 1.7% totaling \$741 (.65 FTEs) and non-federal share at \$185;
 - 1 Office Support Staff at a cost of a COLA increase of 1.7% totaling \$71 (.10 FTE) and non-federal share at \$18; and
 - 1 Accountant at a cost of a COLA increase of 1.7% totaling \$84 (.10 FTE) and non-federal share at \$21.
- Other Personnel:
 - 1 Other Administration Personnel (Data Manager) at a cost of a COLA increase of 1.7% totaling \$496 (1.0 FTE) and non-federal share at \$124.

B. Fringe Benefits is comprised of the following:

- Social Security, State Disability and Unemployment, Worker's Compensation, State Unemployment at the Negotiated Contract cost of \$710 and non-federal share at \$178;
- Health/Dental/Life Insurance at the Negotiated Contract cost of \$1,043 and non-federal share at \$261;
- Retirement at the Negotiated Contract cost of \$710 and non-federal share at \$178; and
- Medicare fringe at the Negotiated Contract cost of \$710 and non-federal share at \$178.

C. Supplies is comprised of the following:

- General Office Supplies projected at \$6,600 for administration and program supply costs and non-federal share at \$1,650 including but not limited to office

Exhibit A-2

supplies, copying costs, staff development supplies, books, replacement and new technology purchases under \$5,000, etc.

- Program materials and supplies at \$17,666 for classrooms and non-federal share at \$4,416 including but not limited to developmentally appropriate toys, books, games, etc., all for student use in the classroom.

D. Other is comprised of the following:

- Local travel including is projected at \$10,000 and non-federal share of \$2,500 including, but not limited to, employee mileage reimbursement.
- Parent Policy Committee budget of \$1,500 (for supplies, travel, conferences, etc.) and non-federal share at \$375; and

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

- \$2,485 and non-federal share of \$621.

F. Totals for all budgeted categories is as follows:

- Costs for Program operations at \$59,499; and
- Non-Federal Share at \$14,875.

WARNING: “The sum of Personnel and Fringe Benefits is between 60% and 80% of the total budget.” Head Start personnel are employees of Denver Public Schools. Each personnel is a member of a different union, therefore each employee’s wages and benefits are negotiated through these bargaining groups, and it is out the “hands” of the Early Education Department. The negotiated wages cause this line item to exceed the upper limit of 80% of the budget.

Exhibit A-3

Denver Public Schools Head Start

Request for Funds to Support Strategic Investment

In Teacher Quality for the 2014-2015 School Year

In the Denver Public Schools Head Start (DPSHS) Program, all teachers meet the Head Start requirement for a Bachelor's or Advanced Degree. Additional funds are needed for tuition support to meet the Head Start requirements for Teacher Assistants. Currently, many of the paraprofessionals are enrolled in classes to complete a Child Development Associate (CDA), an associate's degree or a baccalaureate degree. We would like to request the allocation of \$8,000 to DPS for tuition assistance for the paraprofessionals working to meet the Head Start Teacher Assistant qualifications.

DPSHS also requests \$5,000 to support teacher retention. The funds will be used to fund professional development in the form of conferences and college tuition. As professionals, the teaching staff value opportunities for growth and having the availability of funds for the educational experiences. This will increase teacher interest in remaining with the DPSHS program.

Purpose	Federal Funds Requested
Teacher Assistant Qualifications	\$8,000
Teacher Retention	\$5,000
Total	\$13,000

Exhibit B-1

Budget Narrative:

A. Personnel is comprised of the following (see the chart below):

- Child Health and Development Services Personnel:
 - 1 Education Coordinator at the Negotiated Contract cost of \$49,807 (.65 FTE) and non-federal share at \$12,452;
 - 18 Teachers at the Negotiated Contract cost of \$457,069 (9.0 FTEs) and non-federal share at \$114,267;
 - 18 Paraprofessionals at the Negotiated Contract cost of \$191,252 (9.0 FTEs) and non-federal share at \$47,813;
 - 2 Health Specialists at the Negotiated Contract cost of \$72,705 (1.3 FTEs) and non-federal share at \$18,176;
 - 1 Disabilities Coordinator at the Negotiated Contract cost of \$34,750 (.65 FTE) and non-federal share at \$8,688; and
 - 18 Teacher Substitutes at the Negotiated Contract cost of \$15,759 and non-federal share at \$3,940.
 -
- Family and Community Partnerships Personnel:
 - 1 FLS Supervisor at the Negotiated Contract cost of \$38,554 (.65 FTE) and non-federal share at \$9,639; and
 - 7 Family Liaison Specialists at the Negotiated Contract cost of \$156,916 (4.55 FTEs) and non-federal share at \$39,229.
- Program Design and Management Personnel:
 - 1 Head Start Administrative Positions at a cost of \$43,591 (.65 FTEs) and non-federal share at \$10,898;
 - 1 Office Support Staff at a cost of \$4,197 (.10 FTE) and non-federal share at \$1,049; and
 - 1 Accountant at a cost of \$4,957 (.10 FTE) and non-federal share at \$1,239.
- Other Personnel:
 - 1 Other Administration Personnel (Data Manager) at a cost of \$29,185 (1.0 FTE) and non-federal share at \$7,296.

Exhibit B-1

	% of Time Head Start	Head Start
Teacher	0.50	\$ 19,823
Teacher	0.50	\$ 18,870
Teacher	0.50	\$ 33,166
Teacher	0.50	\$ 30,380
Teacher	0.50	\$ 20,966
Teacher	0.50	\$ 19,735
Teacher	0.50	\$ 35,410
Teacher	0.50	\$ 21,727
Teacher	0.50	\$ 24,152
Teacher	0.50	\$ 26,021
Teacher	0.50	\$ 30,264
Teacher	0.50	\$ 25,906
Teacher	0.50	\$ 19,059
Teacher	0.50	\$ 22,873
Teacher	0.50	\$ 23,776
Teacher	0.50	\$ 23,205
Teacher	0.50	\$ 23,587
Teacher	0.50	\$ 21,661
Teacher Xpay	N/A	\$ 11,086
Teacher Stipend	N/A	\$ 5,400
Education Coord.	0.65	\$ 49,807
Health Specialists	0.65	\$ 40,314
Health Specialists	0.65	\$ 32,392
Substitute Teachers	N/A	\$ 15,759
TOTAL		\$ 595,339

	% of Time Head Start	Head Start
FLS Supervisor	0.65	\$ 38,553
Disabilities Coord.	0.65	\$ 34,750
Admin	0.65	\$ 43,591
Other Admin	1.00	\$ 29,185
FLS	0.65	\$ 21,309
FLS	0.65	\$ 23,887
FLS	0.65	\$ 23,234
FLS	0.65	\$ 23,887
FLS	0.65	\$ 21,974
FLS	0.65	\$ 18,740
FLS	0.65	\$ 23,887

Exhibit B-1

TOTAL	\$ 302,997
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	% of Time Head Start	Head Start
Office Support	.10	\$ 4,197
Accountant	.10	\$ 4,957
Total		\$ 9,154

	% of Time Head Start	Head Start
Paraprofessional	0.50	\$ 7,393
Paraprofessional	0.50	\$ 11,562
Paraprofessional	0.50	\$ 11,562
Paraprofessional	0.50	\$ 9,774
Paraprofessional	0.50	\$ 11,562
Paraprofessional	0.50	\$ 8,368
Paraprofessional	0.50	\$ 9,695
Paraprofessional	0.50	\$ 11,562
Paraprofessional	0.50	\$ 11,562
Paraprofessional	0.50	\$ 11,562
Paraprofessional	0.50	\$ 8,795
Paraprofessional	0.50	\$ 10,319
Paraprofessional	0.50	\$ 11,362
Paraprofessional	0.50	\$ 9,695
Paraprofessional	0.50	\$ 11,562
Paraprofessional	0.50	\$ 11,562
Paraprofessional	0.50	\$ 8,795
Paraprofessional	0.50	\$ 11,561
Paraprofessional Stipend	N/A	\$ 3,000
TOTAL		\$ 191,253

- B. Fringe Benefits is comprised of the following:
- Social Security, State Disability and Unemployment, Worker's

Compensation, State Unemployment at the Negotiated Contract cost of \$66,136 and non-federal share at \$16,534;

- Health/Dental/Life Insurance at the Negotiated Contract cost of \$110,784 and non-federal share at \$27,696;
- Retirement at the Negotiated Contract cost of \$66,136 and non-federal share at \$16,534; and
- Medicare fringe at the Negotiated Contract cost of \$66,136 and non-federal share at \$16,534

C. Travel is comprised of the following:

Exhibit B-1

- There are five conference projected to be budgeted under Out-Of-Town Travel for 2014-2015 totaling \$9,528 and non-federal share at \$2,382. They are as follows:
 - National Black Child Development Conference, Detroit Michigan -One education coordinator, and two family liaisons may attend:
 - Hotel \$239 per night x 5 nights x 3 rooms = \$3,585
 - Per Diem 5 days x \$ 51 per day x 3 staff = \$765
 - Ground Transportation \$100 x 3 staff =\$300
 - Air Fare \$350 x 3 staff =\$1,050
 - Total = \$5700
 - Head Start's 12th National Research Conference Washington DC July 7-9, 2014 - One project coordinator and disabilities coordinator may attend:
 - Hotel 1 room \$300 per night x 4 nights x 2 staff = \$2,400
 - Per Diem 4 days x \$ 66 per day x 2 staff =\$528
 - Ground Transportation \$100 x 2 staff=\$200
 - Air Fare= \$ 350 x 2 staff = \$700
 - Total= \$3,828

D. Equipment is comprised of the following:

- There is no equipment costs projected over the \$5,000 threshold in 2014-2015.

E. Supplies is comprised of the following:

- General Office Supplies projected at \$21,352 for administration and program supply costs and non-federal share at \$5,337 including but not limited to office supplies, copying costs, staff development supplies, books, replacement and new technology purchases under \$5,000, etc.
- Program materials and supplies at \$49,369 for classrooms and non-federal share at \$12,342 including but not limited to developmentally appropriate toys, books, games, etc., all for student use in the classroom.
- There are no Food Service Supplies costs budgeted for 2014-2015.
- There are no Other Supplies costs budgeted for 2014-2015.

F. Contractual is compromised of the following:

- Nutritional services at \$27,641. All of our Head Start students receive snacks through the DPS Food and Nutrition Department at the cost of \$.75 per student per day. We receive CACFP reimbursement of \$.76. In addition staff members that are required to model family style dining with the students, have meals provided and paid for by the grant. Non-federal share at \$6,910.
- The Job Store services at \$14,088. We contract for mentoring and translation services for the 2014-2015 academic year. Non-federal share at \$3,522.
- Multicultural Outreach Office interpreter services at \$1,682. Non-federal share \$421.
- Jocelyn Miller with RAMERC staff development services at \$1,100. Non-federal share \$275.
- CM Dance offering dance services for students at \$3,000. Non-federal share \$750.

G. Construction is comprised of the following:

- There is no contractual costs budgeted for 2014-2015.

H. Other is comprised of the following:

Exhibit B-1

- Local travel including (including but not limited to monthly bus passes and RTD ride ticket books) is projected at \$20,919 and non-federal share of \$5,230 for parents use (for example, homeless families to transport their children to and from school) as determined by the FLS Supervisor. See 45 CFR 1310.10(a).
- Parent Policy Committee budget of \$4,500 (for supplies, travel, conferences, etc.) and non-federal share at \$1,125; and
- Training and Technical Assistance (including but not limited to tuition reimbursement and local conferences and training) of \$10,800 and PA 20 of \$8,718 and non-federal share of \$4,880.

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

- Personnel
 - Colorado Preschool Program (CPP), Tuition Supported Programs (TSP – including dollars from Denver Preschool Program) and Classroom Volunteers at \$395,432 (at the rate of \$19.16 per hour for parent volunteers and \$58.11 per hour for parent policy committee meetings) including benefits.
- Supplies
 - Classroom supplies at \$14,245. The CPP and TSP (which creates 18 full-day blended HS classrooms) provides \$48.25 per student in material and supplies and this is then used as in-kind. Parents, outside non-federal resources and the teachers themselves provide supplies to the classrooms.
 - Administrative (general) supplies of \$2,710; TSP supports these efforts.

Description	Amount	Category
Personnel – from CPP and/or TSP match and Parent Volunteers*	\$329,681	Personnel
Fringe Benefits – from CPP and/or TSP match and Parent Volunteers*	\$65,751	Personnel
Classroom Supplies – Parent Volunteer* and CPP match	\$14,245	Supplies
General Supplies- Parent Volunteer match*	\$2,710	Other
Total In-Kind Contribution	\$412,387	

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

- \$68,916 and non-federal share of \$17,229.

K. Totals for all budgeted categories is as follows:

- Costs for Program operations at \$1,640,829
- Costs for PA 20 Training and Technical Assistance at \$8,718; and
- Non-Federal Share at \$412,387.
-

The annual salary compensation of all Denver Great Kids - Denver Public Schools Head Start Staff does not exceed the annual cap of \$179,700. The indirect cost funds are not allocated to those employees who are paid in excess of \$179,700 per year.

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

Exhibit B-1

*Parent Volunteer match is calculated at the rate of \$19.16 per hour.

** Policy Committee match is calculated at the rate of \$58.11 per hour.

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ADDITIONAL INFORMATION:

- Budget Narrative (Section F: Nutritional Services) – amount being reimbursed (\$0.76) is higher than the cost of food (\$0.75).
 - The Child Adult Care Food Program (CACFP) Annual Budget that is submitted to the Colorado Department of Health includes the cost of administrative salary expenses and site administrative salary expenses in addition to the cost of the snacks.
- USDA Amount (line #13) – Once other funding sources are entered into GABI, please be sure that line #13 of the GABI detail report is around 80%.
 - The USDA amount in line #13 covers adult meals for breakfast, lunch and snack. Because all of the classrooms are located in Denver Public Schools the children’s breakfasts and lunches are provided by the school district through the USDA National School Lunch Program and the USDA School Breakfast program. These costs are not reflected in the budget as they are entirely covered by USDA payment to the school district. Head Start is not billed for the children’s breakfasts or lunches and therefore the cost of line item #13 do not reflect 80% from other funding sources.

Budget Narrative for Supplemental Budget:

A. Personnel is comprised of the following (see the chart below):

- Child Health and Development Services Personnel:
 - 1 Education Coordinator at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$847 (1.0 FTE) and non-federal share at \$212;
 - 18 Teachers at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$7,485 (9.0 FTEs) and non-federal share at \$1,871;
 - 18 Paraprofessionals at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$3,201 (9.0 FTEs) and non-federal share at \$800;
 - 2 Health Specialists at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$1,236 (1.3 FTEs) and non-federal share at \$309; and
 - 1 Disabilities Coordinator at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$591 (.65 FTE) and non-federal share at \$148.
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 - 1 FLS Supervisor at the Negotiated Contract cost of a COLA increase of 1.7% totaling \$655 (.65 FTE) and non-federal share at \$164; and
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- Program Design and Management Personnel:
 - 1 Head Start Administrative Positions at a cost of a COLA increase of 1.7% totaling \$741 (.65 FTEs) and non-federal share at \$185;
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 - 1 Accountant at a cost of a COLA increase of 1.7% totaling \$84 (.10 FTE) and non-federal share at \$21.
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- Medicare fringe at the Negotiated Contract cost of \$710 and non-federal share at \$178.

C. Supplies is comprised of the following:

- General Office Supplies projected at \$6,600 for administration and program supply costs and non-federal share at \$1,650 including but not limited to office

Exhibit B-2

supplies, copying costs, staff development supplies, books, replacement and new technology purchases under \$5,000, etc.

- Program materials and supplies at \$17,666 for classrooms and non-federal share at \$4,416 including but not limited to developmentally appropriate toys, books, games, etc., all for student use in the classroom.

D. Other is comprised of the following:

- Local travel including is projected at \$10,000 and non-federal share of \$2,500 including, but not limited to, employee mileage reimbursement.
- Parent Policy Committee budget of \$1,500 (for supplies, travel, conferences, etc.) and non-federal share at \$375; and

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

- \$2,485 and non-federal share of \$621.

F. Totals for all budgeted categories is as follows:

- Costs for Program operations at \$59,499; and
- Non-Federal Share at \$14,875.

WARNING: “The sum of Personnel and Fringe Benefits is between 60% and 80% of the total budget.” Head Start personnel are employees of Denver Public Schools. Each personnel is a member of a different union, therefore each employee’s wages and benefits are negotiated through these bargaining groups, and it is out the “hands” of the Early Education Department. The negotiated wages cause this line item to exceed the upper limit of 80% of the budget.

Exhibit B-3

Denver Public Schools Head Start

Request for Funds to Support Strategic Investment

In Teacher Quality for the 2014-2015 School Year

In the Denver Public Schools Head Start (DPSHS) Program, all teachers meet the Head Start requirement for a Bachelor's or Advanced Degree. Additional funds are needed for tuition support to meet the Head Start requirements for Teacher Assistants. Currently, many of the paraprofessionals are enrolled in classes to complete a Child Development Associate (CDA), an associate's degree or a baccalaureate degree. We would like to request the allocation of \$8,000 to DPS for tuition assistance for the paraprofessionals working to meet the Head Start Teacher Assistant qualifications.

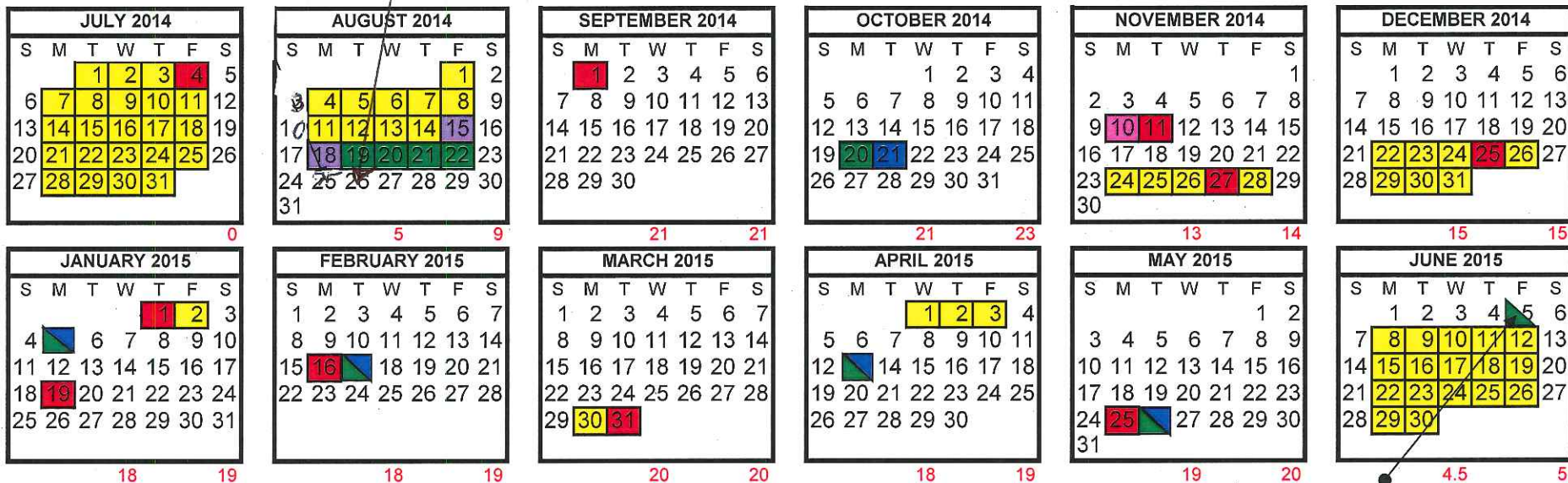
DPSHS also requests \$5,000 to support teacher retention. The funds will be used to fund professional development in the form of conferences and college tuition. As professionals, the teaching staff value opportunities for growth and having the availability of funds for the educational experiences. This will increase teacher interest in remaining with the DPSHS program.

Purpose	Federal Funds Requested
Teacher Assistant Qualifications	\$8,000
Teacher Retention	\$5,000
Total	\$13,000

DENVER PUBLIC SCHOOLS 2014-2015 School Year Calendar

Exhibit C

First Day
Head Start



NON-STUDENT CONTACT DAYS

Planning/Professional Days (No classes for students.)

August 19, 20, 21, 22; October 20; June 6 (half day)

Total of 4.5 planning days - teacher self-directed planning. Total of 3 professional days - 3 principal/district directed. SLT/principal to determine which non-student contact days are planning and which are professional.

Parent/Teacher Conference Day (No classes for students.)

November 10 (Schools may modify the daily schedule for parent/teacher conference to meet the needs of the school community. Schools will also determine dates and times for parent/teacher conference during 2nd semester.)

Planning and Assessment Days (No classes for students.)

All schools: 1/2 planning; 1/2 assessment & data analysis day
no classes Jan. 5, Feb. 17, Apr. 13, May 26

Assessment Day (No classes for students.)

All schools: assessment and data analysis day - no classes October 21

END OF TERM-TO BE FOLLOWED BY REPORT CARDS

ES, ECE-8 and MS Trimester: November 14; February 27; June 5

6-12, High School 6 Weeks: October 3; November 14; December 19; February 20; April 10; June 5

6-12, High School 9 Weeks: October 24; December 19; March 13; June 5

MS/HS WALK-IN REGISTRATION

August 15, 18

VACATION/NO CLASSES

HOLIDAY/NO CLASSES

Independence Day - July 4

Labor Day - September 1

Veterans Day - November 11

Thanksgiving Day - November 27

Christmas Day - December 25

New Year's Day - January 1

Martin Luther King Jr. Day - January 19

Presidents' Day - February 16

Cesar Chavez Day - March 31

Memorial Day - May 25

**Last Day of School:
Half Day for Students**

SEMESTER DATES

First Semester Begins 8/25; Ends 12/19

Second Semester Begins 1/6; Ends 6/5

STUDENT REPORT DAYS

75 Days 1st Semester

97.5 Days 2nd Semester

172.5 Total Days

TEACHER REPORT DAYS

82 Days 1st Semester

102 Days 2nd Semester

184 Total Days

The Calendar for the 2014-2015 school year is adopted by the Board of Education subject to the provision that if for any reason the School District must close schools for more than the time provided by the statutes, the adopted 2014-2015 calendar may be amended by the Board of Education to provide enough additional school days on Saturdays, during vacation, or at the end of the present calendar to meet legal requirements as required by the statutes.

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

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

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

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

Exhibit E



April 15, 2014

Mr. Michael Paben
Senior Financial Management Analyst
Office of Controller
City and County of Denver

RE: Denver Public Schools/Renewal of Policy No. 34-SR-844208 – Accident Insurance for the Head Start Program

Dear Mr. Paben:

IMA, Inc. is the broker for Denver Public Schools' Head Start Program Accident Insurance (AD&D) coverage. We are in the process of renewing the referenced policy to be effective 7/1/2014. The insurance carrier has confirmed that they will renew this coverage for the District.

Please let me know if you have any questions or if you need any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Dorothy A. Stevens". The signature is fluid and cursive, written over a light blue horizontal line.

Dorothy A. Stevens, ARM
Vice President, Director Public Entity Practice

Cc: Al Martinez, Ph.D, Head Start Executive Director, Office of Children's Affairs/Denver Great Kids,
Head Start, City and County of Denver

Becky Barnett-Hahn, Senior Risk Manager, Denver Public Schools

Exhibit F

Site Locations

Center Location	Number of Slots	Number of Classrooms	Option Configuration (Option, days and months of operation)
College View Elem. 2675 South Decatur St., Denver, CO	34	2	Full day 6.5 hours /9 months
Ellis Elementary 1651 South Dahlia St., Denver, CO	34	2	Full day 6.5 hours /9 months
Escalante- Biggs Academy 5300 Crown Blvd., Denver, CO	68	4	Full day 6.5 hours /9 months
Force Elementary 1550 S. Wolfe St., Denver, CO	34	2	Full day 6.5 hours /9 months
Greenlee Elementary 1150 Lipan St., Denver, CO	33	2	Full day 6.5 hours /9 months
McGlone Elementary 4500 Crown Blvd., Denver, CO	34	2	Full day 6.5 hours /9 months
Montclair Elementary 1151, Newport	15	2	Full day 6.5 hours /9 months

Exhibit F

Site Locations

St., Denver, CO			
Smith Elementary 3590 Jasmine St., Denver, CO	33	2	Full day 6.5 hours /9 months
Whittier Elementary 2480 Downing ST., Denver CO	17	1	Full day 6.5 hours /9 months

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

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

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

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

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

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any public building or public work and the work of landscaping that is not performed in connection with the construction or renovation of a public building.
- (b) *Contract specifications.* The specifications for every contract in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any public building or public work, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. [section 49-171](#) et seq., or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. [section 20-63\(b\)](#), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the contract. However, as to contracts in effect as of March 1, 2011, future increases in supplemental wage rates for the heavy construction, highway construction and building construction trades approved and published by the career service board shall not become mandatory on the contractor or subcontractors until the second anniversary of the date of publication of the

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increased supplemental wage rates by the board. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific service agreements that the city will reimburse the contractor at the increased prevailing wage rate(s). Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

(c) *Determination of prevailing wages.*

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

If there is insufficient data available in the Denver metropolitan area to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the Denver metropolitan area for each class of work covered by this section and not

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covered by the Davis-Bacon Act, the career service board shall refer to the Service Contract Labor Act of 1965, as amended (41 U.S.C. § 351 et seq.) to determine the rate of pay and the overtime and other benefits.

(d) *Mandatory contract provisions; enforcement.*

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

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laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.

- d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
 - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.
- (6) It shall further be provided in such contract that the copy of the payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract, either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each week, or portion thereof, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
 - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
 - (2) The penalty shall be twenty dollars (\$20.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.

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- (3) The penalty shall be thirty-five dollars (\$35.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (4) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
- (5) The determination of the auditor as to the imposition and amount of the penalty shall be reviewable as follows:
 - a. Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
 - b. The auditor shall designate as a hearing officer a person retained by the city for that purpose.
 - c. The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
 - d. Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
 - e. The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
 - f. Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

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