

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MILE HIGH MONTESSORI EARLY LEARNING CENTERS**, a Colorado not-for-profit corporation, whose address is 1780 Marion Street, Denver, Colorado 80218 (the “Contractor”) collectively “the parties”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2018-2019.

B. Exhibit B, Contractor’s Budget.

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

D. Exhibit D, Schedule for submission of reports.

E. Exhibit E, Certificate of Insurance.

F. Exhibit F, Site Locations.

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

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

4. TERM: The Agreement will commence on July 1, 2018, and will expire on June 30, 2019 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

A. At the direction of the Director, or the Director’s Designee, the Contractor shall diligently undertake, perform, and complete all of the Services and produce all the

deliverables set forth in the Exhibits attached hereto to the City's satisfaction.

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

C. The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by 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, training, and experience for their respective functions and comply with the reasonable directions and requests of the City in implementing Head Start Services;

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

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

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

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

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

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

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

compliance, in writing of the reasons why Contractor is unable to comply with a required directive and will propose a new date upon which the Contractor expects to comply with said directive. The Director will approve or disapprove of this new timeframe in writing.

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.

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

7. COMPENSATION:

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

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

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

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Seven Hundred Sixty-Three**

Thousand Five Hundred Eleven Dollars and Zero Cents (\$1,763,511.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

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

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

F. Non-Federal Share Match. The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **Four Hundred Forty Thousand Eight Hundred Seventy-Eight Dollars and Zero Cents (\$440,878.00)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

Every one of Contractor’s Expenditure Variance Reports will be certified to be

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

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2018-2019, HHS may issue only a partial financial award for program costs for Program Year 2018-2019. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

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

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

J. Modifications to Exhibits: The parties may modify an exhibit attached to this Agreement; provided, however, that no modification to an exhibit shall result in or be binding

on the City if any proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing this City Contract Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the parties, approved as to form by the City Attorney's office, and uploaded into the City's automated contract system (Alfresco) by an employee of the Head Start Office or other City office designated by the Director. All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect. Any modification to an exhibit agreed to by the parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amending Agreement prepared and executed by both parties in the same manner as this Agreement.

8. REPORTS:

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

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

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

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

(3) Personnel Report. The Personnel Report will include quarterly and year-to-date employment status for all staff and contract employees performing Head Start duties,

including the position held by such persons and a listing of which positions, if any, are unfilled. The Personnel Report will be consistent with any format designated by the City;

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

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

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

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

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

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

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

contracts of any nature by the City.

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

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

11. EXAMINATION OF CONTRACTOR RECORDS:

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

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

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

12. AUDIT REQUIREMENTS:

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

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

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

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

in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

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

14. INSURANCE:

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

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

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

(2) Proof of Insurance: Contractor shall provide a copy of this

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

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

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

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

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

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

(8) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all

owned, hired and non-owned vehicles used in performing services under this Agreement.

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

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

(11) **Additional Provisions:**

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insured provision (no insured v. Insured exclusion);
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) Any exclusion of sexual abuse, molestation or misconduct has been removed or deleted.

(b) For claims-made coverage:

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

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

(12) **Bond.** If required by applicable federal law, as currently presented in 45 CFR Part 75 304, the Contractor will obtain and keep in force during the term of this Agreement a fidelity bond, in form and surety acceptable to the City, conditioned upon the faithful and honest utilization and handling by the Contractor's employees and officers of all monies paid to the Contractor by the City pursuant to this Agreement, said bond to protect the City against any

malfeasance or misfeasance with respect to such funds on the part of such persons. All appropriate federal officials will authorize any determination made by Contractor that such bond is not required by applicable federal law in writing.

15. DEFENSE AND INDEMNIFICATION:

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

B. Contractor’s duty to defend and indemnify the City Indemnities shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify the City Indemnities shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City’s Indemnities’ negligence or willful misconduct was the sole cause of claimant’s damages.

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

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

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

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

17. ASSIGNMENT AND SUBCONTRACTING:

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

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

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

18. TERMINATION:

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

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

(2) If the Contractor is to develop a Quality Improvement Plan, the Contractor will submit to the Director for the Director's approval, within ten (10) calendar days of the date of the Notice of Deficiencies, a Quality Improvement Plan that identifies the actions the Contractor will undertake to correct each identified deficiency and the date that Contractor expects

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

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

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

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

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

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

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

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

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

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

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

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

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

19. OTHER GROUNDS FOR TERMINATION:

A. By the City.

(1) The City has the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor for any default by the Contractor under this Agreement other than the failure to correct an identified deficiency which default has not been cured within the 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, if the Grant is suspended or terminated, in whole or in part, by HHS, or if the Contractor demonstrates to the Director that it is unable or unwilling to comply with any updated or additional program requirements lawfully imposed on the Head Start Program and the Services.

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

Contractor will timely notify the City in writing if any employee, agent or contractor of Contractor is convicted or found liable, pleads *nolo contendere*, enters into a formal

agreement in which the person admits guilt or liability, enters a plea of guilty, or otherwise admits culpability or liability for crimes of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business.

B. By the Contractor. The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to 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 Section 4 above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient.

20. PROCUREMENT:

A. Tangible Property. The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws, the standards identified in this Section, and 45 CFR Parts 75-327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as

noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the “Procurement Standards” contained in 45 C.F.R. Part 75 and consistent with the requirements contained in this Section 20.

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

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

21. SITE LOCATIONS, LEASES AND LICENSES:

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

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

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

in a facility that is not a smoke or toxin free facility.

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

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

- A. The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B. Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C. 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, 92 and 107;
- D. All applicable circulars of the U.S. Office of Management and Budget ("OMB") including without limitation Omni-Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, *et seq.* and 2

CFR Part 25.110;

E. Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;

F. The terms and conditions of the Notice of Grant Award issued by ACF to the City concerning the Head Start program. Contractor further acknowledges that the Notice of Grant Award governing the Term has not yet been fully executed between the City and ACF;

G. The terms and conditions contained in all exhibits to this Agreement unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of the Services;

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

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

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

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

covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

K. “New Restrictions on Lobbying” as set forth in implementing regulations 45 C.F.R. Part 93. Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

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

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

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

(4) Contractor agrees to collect and maintain data necessary to show

compliance with the nondiscrimination provisions of this section;

M. No Discrimination in Program Participation (Federal). The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, religion, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA), or other Federal, State or local laws that provide additional protections against discrimination. Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Health and Human Services that that no person otherwise eligible to participate in programs and services supplied under this Agreement will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 C.F.R. Part 75.300(c);

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

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

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

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

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

S. 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;

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

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

(2) The Contractor certifies that:

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

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

(3) The Contractor also agrees and represents that:

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

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

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

(d) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under

the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

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

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

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

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

24. CONFLICT OF INTEREST:

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

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has

disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

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

With a copy of any such notice to:

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

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

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

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

28. CONFIDENTIALITY:

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

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

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

C. Open Records. The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., 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.

29. 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.

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

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

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

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

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

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

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

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

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

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

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

41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents

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

Exhibit List follows

Exhibits to Head Start/Delegate Agency Agreement

1. **Exhibit A**, Contractor's Application and narrative to provide Head Start Services for program year 2018-2019.
2. **Exhibit B**, Contractor's Budget.
3. **Exhibit C**, Calendar of Times and Days of Operations.
4. **Exhibit D**, Schedule for submission of reports.
5. **Exhibit E**, Certificate of Insurance.
6. **Exhibit F**, Site Locations.
7. **Exhibit G**, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: MOEAI-201840638-00

Contractor Name: MILE HIGH MONTESSORI EARLY LEARNING CENTER

By: Pamela Harris

Name: Pamela Harris
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

Sub-Section A: Goals

2. Explain how your program's School Readiness Goals align with the Head Start Early Learning Outcomes Framework: Ages Birth to Five, state and tribal early learning guidelines, as appropriate, and requirements and expectations of the local schools where children will transition.

Mile High Early Learning (MHEL) school readiness goals position the organization in direct alignment with the Head Start Early Learning Outcomes Framework by looking at the five domains in terms of progress toward achieving school readiness. For each domain, MHEL created a School Readiness Goal and will implement a range of activities and programs in support of these goals.

- Social and Emotional Development
 - Children display developmental growth in their social-emotional skills, demonstrated by meaningful relationships with peers and adults and an increase in independent problem-solving skills.
- Approaches to Learning
 - Children exhibit an increasing ability to engage in their environment by seeking out new information, asking questions, and exploring interests.
- Physical Development and Health
 - Children display an increased understanding of health and wellness habits, as well as an individual progression of physical abilities and skills.
- Language and Literacy Acquisition
 - Children display growth in the acquisition of listening, speaking, reading, and writing skills.
- Cognitive Development and General Knowledge

Exhibit A

- Utilizing pre-existing knowledge of the physical and social world, children demonstrate growth in higher order thinking such as reasoning and cognitive problem solving.

Each school readiness goal requires the foundational support of the families' knowledge, skill building, and engagement in their child's development across all domains. Because MHEL provides services to children birth to five years-old, in many cases we will be able to follow the child from their first years at MHEL through their preschool years, creating a comprehensive account that informs the child's development and progress. MHEL provides high quality services to children and families that result in school readiness for the child. School readiness is a comprehensive undertaking and needs parent participation to be most successful. That is why we begin our work with parents of preschoolers from the beginning of the process which is at enrollment.

3. Discuss how your program involved governing body, policy council, and parents in developing the Program Goals.

MHEL conducts an annual program Self-Assessment process involving staff, parents, community partners, Board of Directors, and Policy Committee. Various methods of collecting data are employed which include but are not limited to aggregated child assessment data, parent surveys, staff professional development, teacher qualifications, and evaluation of monitoring and fiscal systems. MHEL procedures are reviewed as well as program policies to ensure ongoing compliance with the HSPPS and state regulations. This process takes place over two to three months so that every program area has time to conduct a comprehensive review. The final assessment includes progress towards goals, findings of concern, and recommendations to the stakeholders. Once approved by Policy Committee and Board of Directors, the recommendations are used to create continuous improvement plans, action plans, and short and long term goals.

Exhibit A

Sub-Section B: Service Delivery

1. Service and Recruitment Area (see [1302.11\(a\)](#) and [1302.13](#)):

1.a. Identify the service and recruitment area for proposed program operations.

MHEL proposes providing services to the following neighborhoods based on needs identified above: Westwood Early Learning Center in College View, Harvey Park, Mar Lee, Ruby Hill, Westwood, Athmar Park, and Barnum neighborhoods; Rude Park and Sun Valley ELCs that serve Sun Valley, West Colfax, Villa Park, and Lincoln Park neighborhoods; Edna Oliver and Northeast ELCs that serve Five Points, Cole, Clayton, City Park West, and Northeast Park Hill neighborhoods; and Lowry ELC in Lowry, East Colfax, Windsor, Montbello, Goldsmith, and Washington/Virginia Vale neighborhoods. MHEL proposes to continue our partnership with Warren Village that provides transitional housing to single-parent families who are homeless and also serves families from North Capitol Hill. We would like to partner with New Legacy Charter High School (NLCHS) because due to its location in northwest Aurora, they may also draw children from northeast Denver. The mission of NLCHS is to offer young parents a rigorous, relevant, and engaging education so they are empowered with the skills needed to raise healthy children and to graduate prepared for success in college and careers. NLCHS's model is based on an appropriate combination of providing an excellent academic program, relentless support, and parenting education. The foundation for this work is a flexible structure designed to accommodate a diverse group of students' needs and a positive school culture based on student leadership, personal relationships, high expectations, and celebration. NLCHS focus on pregnant and parenting teens is related to the higher teen birth rate in the communities that the NLCHS site will serve—northeast Denver, western Arapahoe County, and western Adams County. The

Exhibit A

teen birth ¹rate in Adams County is 38.6 births to females 15-19 years old based on the number of total live births per 1000 women compared with a Colorado average of 24.3. The Denver teen birth rate is 39.7.¹ In response, NLCHS has designed a two-generation educational program to support the needs of young parents and their children. We will collaborate with other community partners in order to meet our 58% of children in full-day option. We want to continue recruiting additional families from Elyria/Swansea and Globeville neighborhoods at our Northeast Early Learning Center.

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

MHEL serves different areas in its five centers and a partner center. The majority of neighborhoods that MHEL serves are areas of Limited Opportunity according to the Community Assessment's (CA) Child Well-Being Index. MHEL serves families where the median income is below the median income for Denver and some areas also have high unemployment rates. All MHEL centers are in areas that have at least 20% of the population people of color with some centers having the highest percentage cited in the CA. MHEL's enrollment trends include 52% Hispanic families. Most MHEL centers serve areas where there are 500 to 700 children under 5 years old and at least 40% immigrant families. Thirty percent of families in the MHEL service area speak a language other than English in the home. According to the CA, only MHEL's partner agency has abundant opportunity in terms of Licensed Day Care and Preschools located in that area, and that agency provides transitional housing to single-parent families who are homeless. The majority of MHEL centers are in areas of more limited opportunity in terms of access to Family and School-Based Health Centers and at least three centers located in neighborhoods that have higher percentages of families whose children are do not have health

¹ KidsCount in Colorado 2014

Exhibit A

insurance. Some of the MHEL centers are in Food Deserts or serve children who live in Food Deserts and a majority of the centers have at least 30% of the children living in census tract areas where school-age children are obese. All MHEL centers are in areas where at least 20% of the children live in poverty and most of the centers serve children in areas where 50% of the children are in poverty. All MHEL centers are in areas where at least 25% of child children live in households receiving public benefits.

1.c. If child care partners are proposed, identify the number of children proposed to be served through partnership slots.

MHEL proposes to continue our partnership with Warren Village for 16 slots. They provide transitional housing to single-parent families who are homeless and also serves families from North Capital Hill. Due to its location in northwest Aurora, New Legacy Charter High School also draw children from Denver and we would like to partner for 8 slots. New Legacy Charter High School focus on pregnant and parenting teens. It designed a two-generation educational program to support the needs of young parents and their children and is committed to quality in both its program for pregnant and parenting teens and in its center.

2. Provider a summary of data from the CA that informs the program's selection criteria and design such as

2.a. estimated number of eligible children under five years of age by geographic location, race, ethnicity and spoken language including children in foster care, dual language learners, and with disabilities.

MHEL has specific data per center. In aggregate, MHEL's five centers and one partner center are in neighborhoods with a total of 11,525 children under 5; two centers serve areas where the Black population is over 20% and the other three centers are in neighborhoods where the percentage of Hispanic children is between 40% and 60%. As noted in Question 1.a and b., our partner agency Warren Village meets the needs of low-income single parents experiencing homelessness and NLCHS supports young parent's ages 14 to 21 years to empowering them with

Exhibit A

the skills to raise healthy children and to graduate prepared for success in college and careers.

All MHEL centers are in areas where at least 20% of homes speak a language other than English.

The CA does not provide data on neighborhoods or areas with percentages of children having disabilities but over the last ten years, MHEL has served an average of 14% of its enrolled children with disabilities which is an indication that it is serving areas where there is need.

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

As noted in Question 1.b., MHEL services children in areas of Limited Opportunity which speaks to many of the topics in 2.b. More specifically, the areas that MHEL serves all average over 20% of single parent families with most above 40%; overweight/obese children average 25% in these areas; adults without a high school diploma are all greater than 30% except for our partner agency which serves only low-income single parents who are homeless; moms without a high school diploma range between 8% and 45% with the average being about 24%. Forty percent of the families receive public assistance with 21-30% accessing the Supplemental Nutrition Assistance Program (SNAP). Three neighborhoods are considered food deserts.

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

As Figures 36 and 37 in the CA show, pinpointing where programs are located is different from pinpointing quality programs. Although MHEL centers are not located in Child Care deserts, Figure 36 does indicate that the quality and capacity of programs in areas of Limited Opportunity which MHEL serves are on the lower ends of the scale. Figure 41 indicates that although 65% of children in low-income families attend preschool, that percentage compares with 90% of children from wealthier families in our country, but that statistic does not address how good the quality of the programs serving low-income children is. The most important takeaway may be

Exhibit A

that according to the CA EHS and HS grantees served approximately 26% of the eligible population in 2016 or 1,844 children out of the 7,200 children under age five who live in poverty in Denver.

3.a. specify program options

Early Learning Centers Locations and Partners	2018-2019 Slots		
	PD	FD	EX
Westwood	68		11
Rude Park			10
Sun Valley		17	
Edna Oliver		25	10
Northeast	16		
Lowry	34	34	16
Partner(s)		16	
Warren Village			16
New Legacy Charter High School		8	
SUBTOTAL	118	100	63
TOTAL	281		

3.b. NOT APPLICABLE

c. Discuss how your program options(s) will meet the needs of children and families in the communities served.

Over the years, MHEL has used parent information about their needs to help design program options. The result has been to offer full-day, extended-day year-round programs specifically to meet the needs of parents who are working or going to school. For parents who do not need the extended early education option, MHEL has offered the full-day year-round option. To meet the

Exhibit A

needs of parents who do not feel their children are ready to be out of the home all day, MHEL has offered a part-day nine-month option.

3.d. NOT APPLICABLE

4. Centers and Facilities:

4.a. List any additions, deletions, or changes to your service locations, including partners, and describe the reasons for changes.

MHEL has an opportunity to partner with New Legacy Charter High School which serves teen mothers and has an early childhood program for their children. This partnership would give MHEL a chance to serve eight children of teen mothers and their families in line with one of the focus populations of the DGKHS program. New Legacy itself is located in Aurora but the children MHEL would serve are all children who live in Denver and whose parent(s) attend high school at New Legacy because it was established especially to meet the needs of this often underserved population. MHEL understands that should the situation arise where New Legacy does not have at least eight children from Denver enrolled in its program, a change would have to be made.

5. Eligibility, Recruitment, Selection, Enrollment, and Attendance (see 1302.13, 1302.14, 1302.15, and 1302.16):

5.a. Describe the recruitment process to ensure services will be provided to those in greatest need of program services.

5.a.i. Describe specific efforts and expected challenges to actively locate, recruit, and enroll vulnerable children, including children with disabilities, children experiencing homelessness, and children in foster care.

MHEL enrollment staff will use DGKHS's established universal criteria factor. MHEL's selection criteria for the remaining 40.5% are: child welfare referral-13 points; parent working/enrolled in school-10 pts.; family referred by resource agency-10 points; disabled parent/guardian-10 pts; low educational level of parent-10 pts.; incarcerated parent-10 pts.;

Exhibit A

primary home language other than English-7 pts.; kinship care-6 pts.; sibling enrolled-5 pts. To reach those most in need of Head Start services, MHEL develops and implements a recruitment process designed to reach families in neighborhoods showing the greatest concentration of needs. Although enrollments are ongoing, most recruitment activities are concentrated in the summer months when family services staff attend numerous community events to conduct outreach. MHEL partners with agencies serving a similar population to refer families to MHEL: refugee resettlement programs, homeless and transitional housing programs, family resource centers, and teen parenting programs. For each new school year, members of the Leadership team, the Policy Committee (PC) and Family and Community Advocates (FCAs) review the previous year's data and evaluates the program's level of success reached in serving those children and families with the greatest needs, as well identifying future trends. Information from the Family/Child (FC) Database, PIR, the CA, parent satisfaction surveys, census reports, and other sources of demographic data are reviewed. The group discusses the risk factors that may play a part in the child's success and reviews the selection criteria to ensure that the most vulnerable children are being reached. Once a family contacts MHEL, they complete a pre-application, which is assessed by FCAs using the selection criteria. If there is not an opening, a family's pre-application is placed on the waitlist in order of the cumulative points from the selection criteria. As openings occur, FCAs review the waitlists maintained at each center and contact eligible families in order of their cumulative points on the selection criteria. MHEL staff assist families with completing a full application.

5.b. Describe your program's strategy to promote regular attendance including special efforts for chronically absent children and other vulnerable children.

The importance of consistent attendance is discussed with parents at enrollment. When a child is absent, the FCAs contact the parents within one hour of the program start time. If a child is

Exhibit A

absent with no contact from the parent for two consecutive days, FCAs make a home visit on the third day to check on the child's well-being and offer support to the family to facilitate the child's return to the program. When persistent attendance issues arise, the FCAs and Family and Community Partnerships Coordinator (FCPC) work with the family to identify barriers to attendance and strategize to find resources to mitigate those barriers.

6.a.i. Identify the curriculum your program will use including, if applicable, curricular enhancements and/or significant adaptations.

6.a.ii. Describe how each identified curriculum is appropriate for ages and background of children served, research based, and has an organized developmental scope and sequence.

Mile High Early Learning utilizes a Montessori Inspired curriculum in each of its classrooms which is rooted in the traditional Montessori Method. This Method developed by Dr. Maria Montessori is a child-centered educational approach based on scientific observations of children from birth to adulthood. Dr. Montessori's method has been time tested, with over 100 years of success in diverse cultures throughout the world. According to Ansari and Winsler (as cited by the National Center for Montessori in the Public Sector, 2017) children in Montessori preschool programs have shown strengths in school readiness measures in both literacy and math. It is a view of the child as one who is naturally eager for knowledge and capable of initiative and learning in a supportive, thoughtfully prepared environment, an approach that values the human spirit and the development of the whole child – physical, social, emotional, and cognitive regardless of their age or background. In an effort to best meet the needs of children served through Head Start, and more specifically at MHEL, we have adapted the Montessori Method to create a Montessori Inspired curriculum to emphasize learning in the areas of STE(A)M, literacy, and social-emotional development; areas of great importance to optimal learning and school-

Exhibit A

readiness. MHEL has engaged an external evaluator, School Readiness Consulting (a national early childhood education curriculum expert), to develop such adaptation. The adaptation, as demonstrated in the curriculum scope and sequence, optimally facilitates progress toward meeting school readiness goals and is aligned with the Head Start Early Learning Outcomes Framework as discussed below. The Pyramid Plus Model is integrated to support children's social/emotional development by providing strategies to teachers and parents. The Montessori Inspired approach has an organized scope and sequence with detailed plans and identified materials for learning experiences to facilitate children's progress toward school readiness goals. As the scope and sequence indicates, each element has been aligned with Teaching Strategies GOLD (TSG).

6.a.iii. Include Evidence that each curriculum is aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five.

MHEL uses the Head Start Early Learning Outcomes Framework (HSELOF) as a guide for teaching instruction and parent engagement. As noted, the curriculum approaches each child as an individual so teaching strategies are intentional and integrate the developmental levels included in the framework. A specific example for each domain follows: in the area of Social/Emotional Development, the Practical Life center within the Montessori curriculum provides opportunities for children to practice greetings, manners, and social interactions. Approaches to Learning incorporates emotional, behavioral, and cognitive self-regulation and is the foundation of the Montessori philosophy that encourages children to explore materials in their environment that engage and encourage their curiosity. In the area of Perceptual, Motor, and Physical Development and Health, fine motor skills are practiced in the Practical Life area of the classroom and include activities such as pouring and using tongs to transfer small objects

Exhibit A

from one container to another as well as in the Sensorial Area which encourages an explorations of the senses such as “sniff jars” and “sandpaper letters”. In the domain of Language and Literacy, Montessori materials allow children to explore the many facets of language and literacy and include such items as the Moveable Alphabet, classification picture cards, and writing utensils. In terms of Cognitive and General Knowledge. Cognitive development and general knowledge are supposed in several areas within the classroom including Sensorial, Practical Life and STEM. The Erikson Math curriculum is also incorporated to further support learning in this area.

6.a.iv. Describe how your program will support staff to implement curriculum with fidelity

MHEL has developed a curriculum fidelity rubric for teacher practices that incorporates Montessori philosophy, CLASS, TSG, and HSELOF so that teachers have clear guidelines and an integrated approach for implementing this curriculum with fidelity. The Montessori Inspired approach has an organized scope and sequence with detailed plans and identified materials for learning experiences to facilitate children’s progress towards school readiness goals. The standardized teacher training for implementation of the Montessori Inspired curriculum is a five-part series that accompanies the curriculum fidelity rubric and includes web-based modules, individual study, ongoing training, and curriculum guidebooks for coaches. Fidelity to the curriculum is maintained through: standardized training; introduction to the curriculum; a week-long intensive on each component of the curriculum;) expectations and use of classroom materials; regularly scheduled observations (a minimum of twice per year) utilizing the Montessori Inspired Rubric to ensure full compliance in the implementation of the curriculum; and job embedded coaching on the implementation of the curriculum facilitated by education coaches with expertise in the curriculum and who each hold current Colorado Coaching

Exhibit A

Credential. The adaptation, as demonstrated in the Montessori Inspired Curriculum Scope and Sequence optimally facilitates children's progress toward meeting school readiness goals.

6.c. identify developmental screenings and assessments your program plans to use and why, including addressing dual language learners

MHEL uses the Early Screening Inventory-Revised (ESI-R) tool, which is available in English and Spanish, within the first 45 days of a child's enrollment. If results are concerning, MHEL staff will collaborate to choose classroom strategies to assist the child. If no progress is made, the team may fill out a request for an evaluation (RFO). MHEL uses the Teaching Strategies GOLD (TSG) child assessment tool. Grounded in 38 research-based objectives for development and learning, TSG supports effective teaching and assessment for children birth through kindergarten. TSG has been part of extensive research efforts to measure its validity and effectiveness, including for its use as a tool for English language learners as well as children with disabilities. Children's growth will be measured with the Devereux Early Childhood Assessment (DECA) tool which is a strength-based assessment and planning system designed to promote resilience in preschool children and will be administered within the first 45 days of a child's enrollment and again in the spring by the classroom teacher. The DECA is standardized for both English and Spanish speakers. For dual language learners other than Spanish, the Ages and Stages Questionnaire is used.

6.d. describe opportunities for parents to be engaged in child's education, participation in screenings and assessment, and providing feedback on selected curriculum

Teachers share specific child data with parents at home visits and parent/teacher conferences. Shared data includes information from TSG, DECA, ESI-R, and other screening results. DECA and the Ages and Stages Questionnaire include parent reporting components, which are also reviewed. The Mental Health Center of Denver (MHCD) tracks the evaluation process to ensure

Exhibit A

that the developmental screening and additional information is included in the referral. The staff person from MHCD who works with MHEL also works closely with parents to ensure their understanding, permission, and engagement in the process. Parents participate in annual interest and satisfaction surveys that include questions regarding the selected curriculum, teachers' practices, instructional materials, and environment that welcomes parent input and partnership. The results help provide direction for programming for families.

7.a. Describe how your program will, in partnership with parents, meet the oral health, nutritional, and mental health and social and emotional well-being, and health status and care needs of children that are developmentally, culturally, and linguistically appropriate and support each child's growth and school readiness:

7.a.i. Include how your program will ensure up-to-date child health status, ongoing care, and timely follow-up care.

7.a.ii. For mental health and social and emotional well-being, describe how a program will provide mental health consultation services in partnership with staff and families.

7.a.i.and.ii. MHEL's Health Team—LPN and health assistant-- have oversight for children's health including assuring children have a current physical and up-to-date immunizations; reviewing health histories and providing follow-up to appropriate resources; putting in place Health Care Action Plans for children with special health needs; and assuring that children with BMI measures below the 5th or above the 95th percentile are referred to their primary care provider and working with the Food Program Coordinator to take care of the nutritional counseling or materials for children either over or under weight. The nurse contracted through Denver Health and Hospitals (DHH) provides training for staff such as medication administration, when delegation to a physician or other professional is indicated, and standards precautions for staff. Mental Health Consultants from MHCD provide mental health supports and make referrals for services as needed. They work with staff to gather information from the DECA and classroom observations and then provide child specific strategies and training to staff.

Exhibit A

Where challenging behaviors are identified, consultants work with MHEL's teachers, Program Directors, and families, supporting them and developing a behavior plan as needed. MHEL also partners with DHH through the contract DGKHS has which contracts for mental health consultation, coaching, other needed services, and referrals. These services and activities may take place in the classroom working with children and teachers or consultants may meet directly with families to offer strategies and consultation specific to the child. To help assure that children's nutritional needs are being met, MHEL participates in Child and Adult Care Food Program (CACFP). Oral health needs are met through DGKHS's contract with DHH for oral health screenings. Within 90 days of enrollment, all children have the opportunity to receive a dental examination by a dentist from DHH which the Health Team coordinates. Speech and occupational therapy services for children who qualify are provided through the relationships MHEL has with the Colorado Center for Pediatric Learning and Development (CCPLD) and Therapies of the Rockies. These services can be used as standalone services, incorporated into special education services, or as a way to begin services sooner through the Child Find evaluation process. In addition to the DECA and physical health screenings, the Marion Downs Center for Hearing Speech and Language (MDCHSL) screens children for vision, hearing, and speech through the DGKHS contract. If necessary, children are rescreened within 45 days or referred to their Primary Care Provider for follow-up. MCDHSL staff return to the center every 45 days to ensure all newly enrolled children meet the timeframe. For follow-up oral health needs, children are referred to DHH for treatment or parents may choose a dentist of their own. The Health Team tracks the results of these referrals in the Family/Child Database.

8. Family and Community Engagement (see 1302 Subpart E):

Exhibit A

8.a. Describe key program strategies for building trusting and respectful relationships with families and for providing program environments and services that are welcoming and culturally and linguistically responsive to families, including those specific to fathers.

At orientation for new and returning families, FCAs work with families to complete a Strengths and Needs Assessment (SNA), which is aligned with outcome areas in the Parent, Family, and Community Engagement (PFCE) Framework. This assessment helps to identify any urgent family needs and to establish a starting point for families. Each family is assigned an FCA who works directly with the parents to connect them to needed services to support family well-being. FCAs maintain an updated list of community resources and organizations and refer families to resources quickly to meet their needs. FCAs follow-up with families to gauge the timeliness, quality, and usefulness of referred services. This information is shared amongst the FCA team to improve service delivery to all families. FCAs begin developing positive, goal-oriented relationships with families upon their entry into the program. Parent and family activities are designed to build parent connections to our program, and also to assist parents in developing skills and competencies needed to build positive parent-child relationships, engage in their child's educational experience (including transitions), advocate for their children's needs, and build connections to their communities. While some trainings and activities are developed before the program year begins, others are created based on parent responses to surveys and assessments after enrollment. FCAs also use information from the SNA to determine many of the classes that are offered during the year such as financial literacy, ESL classes, and home ownership classes.

8.b. Describe engagement activities to support parent-child relationships, child development, family literacy, and language development including supporting bilingualism and biliteracy.

MHEL serves an extremely diverse population with almost half of the families enrolled during the last program year speaking a language other than English at home. MHEL meets the

Exhibit A

individualized needs of children and their families who are non-English speaking. Since Spanish-speaking families are the majority of non-English speaking families in MHEL centers, MHEL gives preference to qualified applicants for employment who are also bilingual in English and Spanish. MHEL actively recruits bilingual candidates and requires bilingual skills in certain positions. In the classrooms where most students have Spanish as their home language, MHEL makes it a priority that one of the teaching staff in the classroom is bilingual in Spanish and English. At our Westwood Early Learning Center Family services staff are also bilingual to support both the children and their families. MHEL reaches out to other community agencies to provide support for other languages including the African Community Center and DPS which can provide translators. For MHEL staff who have English as their second language, we provide access to classes and teaching aids such as the Rosetta Stone software program to support their language skills. MHEL provides staff comprehensive professional development focused on creating an equitable early learning program for children and their families. Ongoing and more intensive training provides staff with strategies to encourage awareness and understanding of cultural and linguistic diversity among the families we serve. Communication with parents is an important part of the process and is one of the keys to success. MHEL invites parents and extended family members to read stories, translate materials, and provide music or songs in their native language. Families are asked to provide a list of words and short phrases that the child already uses so staff can use them in the classrooms. The words and phrases are used to label materials and to provide a familiarity for the child and engage the family in the home school connection. MHEL also provides ESL classes on-site for parents and community members. MHEL is committed to preserving home language and culture while supporting acquisition of English for children and parents. Home visits are an essential activity so that staff can learn more

Exhibit A

about the family's unique background and enhance their own cultural competency. MHEL provides resources to ensure that parents receive information in their home or preferred language which include: interpretation services for parent meetings, conferences, and training sessions; books in several languages for reading at home and in the classroom; translation of newsletters and other documents such as recruitment flyers, enrollment materials, meeting notifications, and minutes into Spanish; and use of the CyraCom Language Line to communicate with families via telephone and to assist families with questions related to school enrollment, taxes, and health insurance. These services are provided at no cost to families.

8.c. Describe how your program has selected and is implementing a research-based parenting curriculum. Describe how your program engages parents in a research-based parenting curriculum.

MHEL currently offers parents the opportunity to participate in two research-based parenting curriculums. The first, Positive Solutions for Families, is the parent component to the Pyramid Plus Approach which is the social-emotional model used in all of MHEL's classrooms. This curriculum provides information for families on how to promote children's social and emotional skills, understand their problem behavior, and use positive approaches to help children learn appropriate behavior. Using this model also helps to build connections between home and the classroom. These trainings are provided by MHEL's education coaches 2-3 times per year. The second curriculum is the Nurturing Parenting Program. This training is offered 1-2 times per year and is facilitated by MHEL's FCAs. The Nurturing Parenting Program is a family-centered trauma-informed initiative designed to build nurturing parenting skills as an alternative to abusive and neglecting parenting and child-rearing practices. This training is based on building the five protective factors identified by the Strengthening Families framework which are:

Exhibit A

Parental Resilience, Social Connections, Knowledge of Parenting and Child Development, Concrete Support in Times of Need, and Children’s Social and Emotional Development.

d. Describe key program strategies for family partnership services, including:

8.d.i. Procedures for conducting the family assessment and family partnership process and aligning activities to the Parent, Family, and Community Engagement Framework outcomes; and

During a family’s orientation, FCAs work with parents to complete the SNA. For each outcome area within the PFCE, there are a series of indicators. High ratings indicate an area of strength or success; lower totals indicate a potential concern or issue for the family. *Family Well-Being* is evaluated through these indicators: employment, housing, transportation, nutrition, financial stability, physical health, and mental health. Indicators of *Positive Parent/Child Relationships* are knowledge and understanding of child development and child behavior and discipline, as well as parent-child bonding and attachment. For *Families as Lifelong Educators*, indicators include parent or caregiver engagement in school and their home learning environment.

Indicators of *Families as Learners* include adult education and adult literacy. *Family Engagement in Transitions* focuses on the transition of children to kindergarten and evaluates kindergarten readiness and preparation and child social-emotional development and support. *Family Connections to Peers and Community* uses the indicators of peer and family support and community involvement to determine family strengths and needs. For *Families as Advocates and Leaders*, indicators are leadership skills and development and parent involvement in advocacy activities. The SNA includes a section for parents to indicate parent meeting or training topics of interest and identification of skills they would like to focus on developing throughout the year.

FCAs use this information in collaboration with the family to develop an Individualized Service Plan (ISP) and FPA. The ISP addresses families who have more urgent and immediate needs.

8.d.ii. Tracking progress toward individual family goals and needs.

Exhibit A

FCAs receive in-depth and ongoing training on the PFCE Framework. Upon enrollment and annually thereafter, FCAs administer the SNA to families at the beginning of the program year and then administer it as a post-assessment to demonstrate a family's growth. This information is tracked through the FC Database. As described previously, this information informs a family's ISP and/or FPA that details family's goals. FCAs track progress towards goals at least twice a month and provide anecdotal information for a family's file in FC Database. The SNA incorporates all areas of the PFCE to support and measure a family's progress. SNA data collected for family engagement could be about employment, housing, or mental health or information about parents' knowledge and understanding of child development, child behavior, and parent/child bonding. This data is aggregated and analyzed and outcomes are tracked for individual families, centers, and program-wide. After the fall SNA data is collected, it is entered in the FC Database by the FCAs. From this information, program staff can gauge family strengths and areas that may need more attention and development. These results help the FCPC and FCAs prioritize the greatest needs of the program, and when those priorities are identified, they work together to plan parent activities and trainings that target specific outcomes. Surveys are used after each parent training or activity to measure growth and understanding. At the end of the program year, the spring SNA data is added to the database. From this information, reports are created to show the change in each outcome area. This data is shared with program staff across content areas and used during the Self-Assessment period to inform planning and action steps.

8.e. Provide a few examples of community partnerships that facilitate access to services or resources in the community that are responsive to family partnership goals and children's needs. Identify any challenges to necessary partnerships and how the program plans to address those challenges.

MHEL has a strong network of partnerships that support high-quality programming for children and families, MHEL uses the CA and its annual updates, annual Self-Assessment data, child and

Exhibit A

family assessments, and input from staff, families, and the Board of Directors to analyze the needs of the organization and create partnerships that best meet the needs of our children and families. Partnerships include: **DGKHS** provides Head Start programming, training, parent events, and consultants for support for children with special educational, health, and mental health needs. Parents can take children to museums and cultural venues through the **5 by 5 Project** from the Mayor's Office of Children's Affairs and which has been incorporated into our School Readiness Plan. **City and County of Denver** provides early learning centers and major facilities support at minimal cost. The **Denver Lions Club** partners with MHEL to operate their Rude Park ELC facility and provides many supports to the children and families enrolled such as donating food, clothing, and books; volunteering to read in classrooms; and supporting enrolled families during the holidays. **Mile High United Way** provides funding that supports continuity of services to families who have lost state-funded subsidies. MHEL provides continuity of care for families beginning with Early Head Start services for 35 children in partnership with **Clayton Early Learning**. The **Denver Public Library** volunteer librarians read aloud weekly in centers and provide a selection of children's books for the children. **Denver Health and Hospitals** provides health and dental health care with screenings and treatments. MHEL contracts with DHH to train and certify center staff to administer medication to children in the program and provide a full time LPN to better meet the needs of Head Start families. In partnership with **Focus Points Family Resource Center**, MHEL provides services to families living in the Globeville and Elyria/ Swansea neighborhoods. As an LEA contractor **Sewall** provides special education services and participates in collaboration meetings where they provide strategies for teachers as we go through the referral process. **Denver Preschool Program** (DPP) provides funding to support quality educational services for children during their final year of preschool.

Exhibit A

Colorado Preschool Program (CPP) provides funding, training for teachers, and classroom materials to support quality. There are not challenges to any partnerships at this time.

9.a.b. Describe how program will ensure full participation for enrolled children with disabilities; describe how your program will ensure the individualized needs of children with disabilities are met; how program will collaborate with parents; and how program will coordinate and collaborate with local agency implementing IDEA.

MHEL has longstanding partnerships with many local agencies or service providers including Sewall, DPS Child Find, Rocky Mountain Human Services (RMHS), Mental Health Center of Denver (MHCD), Denver Health and Hospital (DHH), Colorado Preschool Program (CPP), and Denver Preschool Program (DPP). Working collaboratively with these agencies, MHEL is able to meet children's health and developmental needs by accessing the unique services that each resource provides. CPP provides funding for children who have specific risk factors that require additional supports, and DPP supports families to access quality early learning opportunities. DPS Child Find, RMHS, DHH, and DGKHS work with MHEL to provide additional supports and services to children with health and developmental needs that are identified during screenings. These screenings and process for referrals are described in detail above. Many of the children being served at MHEL are on Medicaid, so working with DHH assists in accessing services through their partners in the community. MHEL also has a collaborative relationship with MHCD which provides mental health consultants who work in classrooms and conduct staff trainings throughout the year.

MHEL's Center Operations Director, Chief Program Officer, education coaches, Program Directors, and Mental Health and Disabilities Coordinator (MHDC) ensure that supplemental mental health and disabilities services are provided. MHEL has an ongoing relationship with Sewall which contracts with DPS Child Find office to provide services to children identified as having a developmental disability. The MHDC gathers information for Child Find referrals and

Exhibit A

works through the process to determine if a child qualifies for an IEP. Through this collaboration, MHEL can ensure that at least 10% of children with special needs are identified. MHEL also works with RMHS which provides supports and services to developmentally disabled children under the age 3 years with an Individualized Family Services Plan (IFSP). MHDC works with teachers and families to assist the identified children with referrals to Early Intervention program through RMHS. As children age out of toddler classrooms, RMHS, Sewall, and MHEL work together to ensure that children with special needs have a smooth transition to preschool. MHEL representatives attend the local Interagency Coordinating Council whose purpose is to work with the community to ensure the provision of appropriate special needs services.

10. Transition (see 1302 Subpart G) Describe strategies and practices to support successful transitions in a. Transitions to and from Early Head Start B. Transitions from Head Start to kindergarten; and c. Transitions between programs

10.a. When a child is ready to transition from MHEL's toddler classrooms or Early Head Start, transition meetings begin three months prior to the expected transition date (i.e. the child's third birthday). Meetings related to transition include all MHEL staff appropriate to the individual child's situation as well as the current and future FCAs. Six weeks prior to transition, parents are encouraged to observe their child in the toddler classroom and then in a preschool classroom after which a tentative start date is selected with parents' input. Three weeks prior to transition, the preschool teacher visits the toddler in their own classroom environment so that teacher and child begin to build a relationship. At two weeks prior, the toddler teacher takes the child to the preschool classroom for short visits. Visits grow in length as the toddler shows readiness and acclimates to the classroom. One week prior to full transition, the preschool teacher brings the

Exhibit A

child from the toddler room to the preschool room for a few hours a day, gradually increasing duration until the child fully transitions to the preschool class.

10.b. FCAs begin conversations with parents about kindergarten transition at the time of enrollment into Head Start. In November of each year, FCAs hold parent meetings for families whose children are going to kindergarten so families can learn about the DPS School Choice enrollment process. These meetings can include representatives from local libraries and other agencies that offer after-school programming for school-aged children. Once the deadline for DPS enrollment gets closer, FCAs meet one-on-one with each parent to discuss their options for kindergarten. Children receive kindergarten supplies, materials, and books to support their transition to kindergarten.

10.c. When a child is scheduled to transfer from EHS to HS, or from one program to another or from classroom to another, the center Program Director and/or FCA meet with the family. The child's eligibility for transfer and other circumstances are reviewed as well as space availability, and the needs of the child. Once the family, Program Director, and FCA determine the best fit, then a plan is developed to transition the child. The plan includes a schedule that reflects when and how the child will meet the new teacher(s) and when the child will start visiting the new classroom. If the placement for the family is at another location, the family is encouraged to visit the new school, meet the new staff, and observe the child's new classroom. The child's current teachers help the child to understand the changes through discussions, by reading children's books on the topic, and observing the child's reactions and emotions. On the child's last day at the current school, the teachers will help the child collect all his/her belongings and the administrative staff will transfer necessary paperwork to the new school.

12. Transportation (see 1303 Subpart F):

Exhibit A

12.a.b Describe the level of need for child transportation services. Describe how your program will either directly meet transportation needs or assist families in accessing other transportation so that children can attend the program.

Although MHEL does not transport children to and from centers, we do support parents to meet their transportation needs by: working closely with parents to choose a center location that best meets their needs so that they can walk or use public transportation; providing temporary bus passes or tokens to assist parents in emergency situations; connecting parents to other community resources; and supporting families with other commuting options such as carpooling.

HS grant—22018 Section C

1. Governance

Structure

a. Identify the member (i) with expertise in fiscal management or accounting, (ii) with expertise in early childhood education and development, and (iii) the licensed attorney familiar with program governance issues in the governing body/tribal council.

1.a.i. Board members with fiscal management and accounting backgrounds include Debee Davis who serves as the Board's Treasurer, Andrew Woglom, and Kate Kennedy Reinemund.

1.a.ii. Board members with early childhood expertise are Lisa Roy and Cody Belzley.

1.a.iii. Licensed attorneys on the Board are Mike Johnson and Sierra Russell.

1.b. MHEL is committed to seeing that its various constituencies are represented on the governing body in terms of occupational interests, ethnic background, economic background, and interest in early childhood education. MHEL has a nominating committee of the Board of Directors whose responsibility it is to work with the President/CEO on an ongoing basis to update the matrix of current members and solicit names of persons who would bring to the Board the necessary qualifications, diverse background, and interest desired as Director terms end and the need for new Directors begins. The Board includes a current parent and when possible also a

Exhibit A

former parent who is willing to remain on the Board when her term as a current parent ends.

Because of their positions in the community, Board members often represent other key programmatic areas such as education, housing, health, and business.

c. Describe the makeup of the policy council or if applicable the policy committee. Include how each program option is represented.

Policy Committee elections are held annually in the fall. Parents of currently enrolled children who are interested in participating on Policy Committee submit a short statement describing themselves and their desire to represent their program on Policy Committee. The statements are shared with all parents at each site and each parent votes for their preferred representative.

Officers are elected by the majority vote of the entire Policy Committee at the annual Policy Committee meeting to serve for a term of one year.

Processes

Governing Body

a. Describe how the governing body receives key program information as outlined in 1301.2(b)(2) to inform their ongoing responsibilities including how decisions submitted by the policy council are incorporated into the decision-making process. Describe other key processes to ensure the governing body maintains effective ongoing oversight of program operations and accountability for federal funds.

1.a. The Board meets bi-monthly and the Executive/Finance Committee meets on alternate months. The meeting agenda in both cases includes a program operational report and a budget review and projection report. The Director of Finance meets with the Board Treasurer monthly and then reviews with the Board the budget/actual figures both of the organization as a whole and, more specifically, of the Head Start program budget process and progress. The Head Start Director keeps the Board informed of the work of the Policy Committee and seeks Board input and approval as appropriate. The parent member of the Board is consulted when Board members have questions specific to the Policy Committee and parent views of the program and the parent

Exhibit A

member is encouraged to share whatever she thinks Board members should know. The Board participates in the Head Start annual Self-Assessment which enables members to know what is going well and what needs some increased attention. The Board is also responsible for the Strategic Planning process which just concluded in June of 2017.

Policy Council and Policy Committee

c. Describe how the policy council, and if applicable, the policy committee, receives and shares key program information as outlined 1301.3(c)(2) to inform their ongoing responsibilities.

1.c. As noted above, parents interested in serving on the Policy Committee are informed about their responsibilities at the time they express interest. On an ongoing basis, with input from the Leadership team, the President/CEO and Director of Head Start prepare monthly reports to the Policy Committee and the MHEL Board of Directors. The Committee members receive information about any major changes that are being considered on a timely basis so that their input can be sought. The information shared includes all of the operational aspects of the Head Start Program. The committee also received the documents and background information it needs to approve personnel matters, program matters, changes in structure, financial statements etc. prior to the proposed actions going to the MHEL governance board for approval.

Parent Committees

d. Describe how the parent committees communicate with staff to inform program policies, activities, and services to ensure they meet the needs of children and families.

1.d. MHEL strives to ensure that parents' voices are heard in all areas of the program, and one of the ways this is accomplished is through parent committees. At MHEL, the parent committees have set aside a designated time during center parent meetings and activities for parents to express any questions or concerns and to communicate their ideas to staff and to policy

Exhibit A

committee representatives. The policy committee representatives are then able to communicate the information from their specific center with the entire committee and Head Start Director at monthly meetings. It is the responsibility of the Head Start Director to discuss these concerns with other members of the MHEL staff including the senior management team and the President/CEO as appropriate.

e. Describe the process for communication with the policy council and policy committees.

1.e. Program coordinators and directors from each program area attend Policy Committee meetings throughout the year. Monthly an MHEL coordinator or director gives an overview of their department to ensure that parents understand their functions within the organization. Parents and community representatives are able to ask questions and communicate concerns with staff members. Additionally the Head Start Director is available for any questions policy committee members may have during or between meetings. Two members of MHEL's Policy Committee serve as members of the grantee-wide Policy Council. These members are responsible for both sharing information from the Policy Committee to the grantee and bringing information from the grantee back to the program. This process enables consistent and timely communication between the delegate and the grantee.

Relationships

a. Describe training and technical assistance or orientation sessions for the governing body, advisory committee members, and the policy council.

1.a. In October of every year, the Policy Committee attends an orientation meeting which is focused on their roles and responsibilities; Head Start Program Performance Standards (HSPPS); and shared governance. They also receive monthly trainings on and updates with regard to each department of MHEL.

Exhibit A

b. How does your program ensure governing body members do not have a conflict of interest with the Head Start, Early Head Start and delegate programs or other partners/vendors.

1.b. Every member of the governing body signs a Conflict of Interest document in which each member lets the organization know on an annual basis of any conflicts of interest so that said member will not participate in any decisions which would result in any financial gain to the member with the conflict. Board members are very conscientious about their fiduciary and legal responsibilities and take the Conflict of Interest matter very seriously.

c. How do the governing body and policy council members ensure meaningful consultation and collaboration around their joint decisions.

1.c. Both the Board and the Policy Committee have participated in an orientation that explains their duties and responsibilities with respect to the (HSPPS) as they apply to the dual governance structure of the Head Start program. The Head Start Director keeps the President/CEO well informed as to the concerns of the Policy Committee and to the timeline for decisions that the Policy Committee is involved with and that the Board will also have to approve. This process works very smoothly and both bodies work very collaboratively together. Again, this is where having a parent on the Board has worked well.

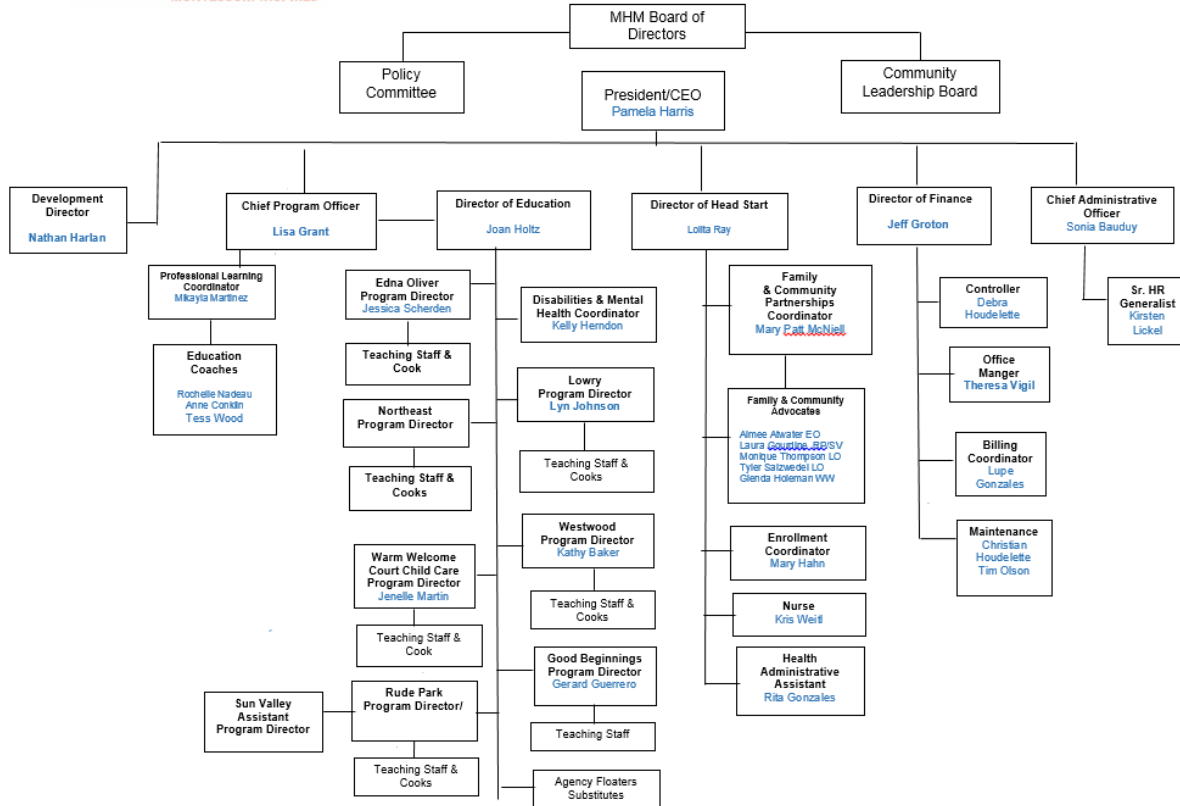
2. Human Resources Management

a. Provide an organizational chart identifying the management and staffing structure including the Executive Director, the Program Directors, managers, and other key staff. Include Assigned areas of responsibility and lines of communication.

Exhibit A



Mile High Early Learning Centers



Revised 1/2018

2.a. The organizational chart identifies the management team, each team member’s areas of responsibility, and both the direct and indirect supervisory structure within each area. The chart also includes the staffing pattern within each area of responsibility. The supervisory structure is designed to assign specific goals related to the various programmatic elements of the Head Start program to each management team member with the understanding that specific HSPPS are the direct responsibility of that management team member. The Head Start Director (HSD) has overall responsibility with the President/CEO for ensuring that HSPPS are met. To be more specific, the HSD is responsible for the following HSPPS program areas and assigned staff: Child Health and Development shared with Director of Center Operations (DCO); Health

Exhibit A

Program Services (shared with DCO); Family and Community Engagement Program Services; and all Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA). The HSD works closely with the President/CEO to assure the integration and implementation of all Head Start services. The Chief Program Officer (CPO) is responsible for the educational component of the program including Education and Child Development and Transition Services, and Human Resources Management – Training and Professional Development (shared with the Chief Administrative Officer (CAO)). The CPO supervises the DCO and education coaches. The DCO supervises the Program Directors at each of the six MHEL centers, the Food Program Coordinator, and the MHDC. The DCO is responsible for and Children with Disabilities Services. The Director of Finance position supervises the Controller and has ultimate responsibility for all HSPPS regarding Fiscal Management and Head Start related contracts including the DGKHS and CACFP contracts. This position is also responsible for Facilities, Materials, and Equipment and supervises the maintenance staff. These responsibilities are carried out in consultation with the other members of the leadership team. The CAO is responsible for Human Resources (HR) management and for development and modification of personnel policies in collaboration with the leadership team, President/CEO, Board of Directors, and Policy Committee and supervises the Senior HR Generalist. In order to ensure that goals are accomplished across systems and services, the leadership team meets bi-weekly, and each program area lead meets bi-weekly with their direct reports as a team. Each leadership team member is responsible for ensuring that his/her program area is in full compliance with the HSPPS and for reporting challenges or concerns to the team. A primary purpose of the team meeting is to assure that lines of communication are clear and open, and staff are working together to accomplish the Head Start program goals.

Exhibit A

b. Describe systems developed to ensure criminal background checks occur prior to hire for all staff, consultants, and contractors to the program.

2.b. MHEL maintains a comprehensive system of background checks to ensure that all employees, contractors, consultants and volunteers are thoroughly vetted before being allowed to work with children. While the organization does rely primarily on the state to conduct and process the background checks, the HR staff has put additional systems in place to provide information in a timely manner and in compliance with 1302.90(b) (see below). The vetting begins during the interview process when candidates sign a release in accordance with the Fair Credit Reporting Act that allows MHEL to conduct the background check process which entails the following screens: IntelliCorp: National Association of Professional Background Screeners accredited service to conduct a state and federal criminal search, check for governmental sanctions against the employee, and SSN validity confirmation; Colorado Bureau of Investigation (CBI): reports any arrest and conviction record; CBI: Colorado Sex Offender Registry Notification System for clearance in compliance with 1302.90(b)(1); CBI & FBI: Fingerprints submitted to the State Department of Investigation for federal and state clearance (1302.90(b)(1)(i)(ii)); TRAILS: State child abuse and neglect sex offender registry for clearance in compliance with 1302.90(b)(2)(ii). The information provided in the reports is reviewed for the disqualification factors described in 42 USC 9858f(c)(1)(D) and 42 USC 9858f(h)(1). These are used to determine if a prospective employee can be hired or a current employee must be terminated. The organization tracks all employee information using a web-based human resources information system (HRIS). HR staff are able to run reports to monitor expiration dates of required health and tuberculosis exams. This HRIS will be used to monitor the five-year

Exhibit A

rescreen date for staff, contractors, and volunteer background checks in accordance with 1302.90(b)(5).

c. Describe the orientations provided to new staff, consultants, and volunteers.

2.c. All new employees participate in an HR New Employee Orientation which includes an introduction to program policies and procedures, the Employee Handbook, HSPPS, and employee benefits. New employees are then scheduled to complete a health screen which includes a TB test. Results are received within one week. A positive test result requires that the employee return for a repeat test or a lung X-ray to ensure that he/she does not have tuberculosis. New employees continue their orientation on site at their assigned center. Consultants who are selected to share their knowledge and guidance to benefit the Head Start program meet with the President/CEO and HSD as well as other members of the management team as appropriate to the work the consultant will be doing. The purpose of the meeting is to assure MHEL that the consultant understands what the purpose of the consultation is and how the Head Start program is structured, managed, and implemented at MHEL. The President/CEO, HSD, and appropriate management team members remain available to meet with the consultant as questions or concerns arise during the period of the consultation. Volunteers come in for different purposes. Those who, for example, volunteer in the classroom receive an orientation that enables them to understand their respective role with regard to the HS program, to whom they are responsible, and are given written policies and procedures appropriate to assuring the HSPPS are met. Volunteers who come on a weekend to help improve the facilities are the recipients of quite a different orientation, again with an emphasis on assuring that whatever improvements they are making are in accordance with the HSPPS.

d. describe approach to staff training; research-based coordinated coaching strategy including approach of intensive coaching for identified staff

Exhibit A

MHEL ensures that all HSPPS are met through intensive training for all staff members and a comprehensive monitoring approach. Annually, a training plan is developed that reflects all content areas. The plan includes monthly, quarterly, and annual activities and workshops to ensure a high level of staff knowledge and skill regarding Head Start practices. MHEL staff attend the annual Professional Development Institute week that includes an overview of the Head Start philosophy, goals and objectives, regulations, and HSPPS. MHEL sends staff and parents to external Head Start conferences and workshops for additional learning opportunities. MHEL provides staff comprehensive professional development focused on creating an equitable early learning program for children and their families. Ongoing and more intensive training provides staff with strategies to encourage awareness and understanding of cultural and linguistic diversity among the families we serve.

A continuous improvement process guides the supervision of individual staff and professional development and includes all supervisors meeting with their staff on a regular basis to understand where they may need professional development opportunities to carry out their program responsibilities. Supervision provides opportunities for managers to understand the day-to-day challenges staff are encountering with an eye to planning individual or group training and what might be useful for all staff during the annual Professional Development Institute. This cycle of gathering data, evaluating the information, and making adaptations as needed is core to MHEL's quality improvement process.

The foundation of the Montessori Inspired curriculum is that learning is child-directed with the teacher acting as a guide to the materials and overall environment. Teachers are given several opportunities to engage in professional development to support the implementation of the Montessori Inspired approach at varying levels as well as to assure that teachers understand and

Exhibit A

implement culturally responsive environments. A three-hour introductory training is provided to new teachers, and a week-long intensive curriculum training on each aspect of the curriculum is provided to all teaching staff. A four-class series has also been developed to support teachers in the use of Montessori materials to engage individual children at different developmental levels.

Training is provided to all teachers who are responsible for ongoing planning and assessment on lesson planning (which is individualized and directly aligned to our assessment tool and also provides an opportunity to assure that classrooms are culturally response environments), observations, and ongoing assessment. All teachers responsible for assessment maintain interrater reliability certification and achieve this certification through ongoing training and evaluation.

Each classroom receives a Classroom Assessment Scoring System (CLASS) observation from a certified CLASS observer a minimum of two times per school year. The data collected through the observations is utilized to inform and support the ongoing coaching that each teaching team receives. Through coaching, teachers set individual and classroom goals to improve teaching practices (including teacher-child interactions, relationship building, and individualization), and the overall classroom environment.

Each teaching team participates in at least one 12-week coaching cycle per year. The coaching cycle occurs as a partnership between the Program Director, education coach, and teacher. The coaching cycle begins with an observation utilizing the Montessori Inspired (MI) Rubric, followed by goal setting, and then weekly meetings that consist of follow up observations, classroom modeling, mini assignments, and other work to support growth and progress towards reaching both individual and classroom goals. A second formal observation and next steps are determined at the end of the coaching cycle. Program Directors work closely with education coaches and teachers to ensure ongoing progress in classroom improvement; even outside of the coaching cycle. Teaching

Exhibit A

staff are given an opportunity to complete a self-evaluation where they can reflect on how they feel about their own growth and progress and this is included as part of the agency's annual performance appraisal process. In addition, Program Directors conduct ongoing observations and provide feedback for quality improvement to all teaching staff throughout the program year. Each aspect of the coaching process is documented using the MI Rubric as well as coaching logs. Coaching logs outline from week to week the action steps that will occur, the individuals responsible for the work outlined, and when that work is to occur. The coaching log can be adjusted to best meet the needs of the teacher and the classroom overall. Outcomes determined using the coaching log can be used to support the Program Director in the general supervision of each teacher and are used to inform his/her professional development plan and annual evaluation. When behavior change or improvement is necessary, the supervisor will develop a Performance Improvement Plan with a date for ongoing follow up and meet with the employee to review.

3. Program Management and Quality Improvement (see [1302 Subpart J](#)):

a. Describe key features of your program's systems for ongoing oversight, correction, and assessment of progress towards your program's identified goals. Include approaches that promote effective teaching and health and safety practices.

See Question 2a above. MHEL believes that the organization structure with its specifically assigned responsibilities as noted assures ongoing oversight, the opportunity for correction as needed, and assessment of progress toward the MHEL program goals. We also believe the having this structure promotes effective teaching and assures that health and safety practices are monitored on an ongoing basis.

b. Describe key features of your program's management process and system to ensure continuous program improvement that relate to effectively using data and ongoing supervision to support individual staff professional development.

Exhibit A

The supervision of individual staff to promote staff professional development and continuous quality improvement starts with the President/CEO who meets at least bi-weekly with the senior team to understand where they may need professional development opportunities to carry out their program responsibilities and to ensure that they are accessing the Family/Child Database appropriate to their areas of responsibility as well as anecdotal program information to as part of the continuous improvement process. Concerns or issues can be addressed by making necessary adjustments within the Head Start program on a timely basis. A similar continuous improvement process is conducted by leadership team members with their direct reports. They meet individually with their staff at least bi-weekly and as a team monthly. Both the individual and team meetings are opportunities for the leadership team to understand the day-to-day challenges staff are encountering with an eye to planning individual or group training and what might be useful for all staff during the annual Professional Development Institute. This cycle of gathering data, evaluating the information, and making adaptations as needed is core to MHEL's quality improvement process. Mid-level management, i.e., content area coordinators and Program Directors, hold full team meetings monthly and meet individually with their staff on a regular basis for the same purpose. These supervisors conduct regular observations of their staff and give feedback and set goals at the one-on-one meetings.

c. Describe how the management system ensures budget and staffing patterns that promote continuity of care, allow sufficient time for staff participation in training and professional development, and allow for provision of the full range of services.

From the onset of the MHEL budget process, teachers are assigned based on their knowledge and experience and to assure continuity of care throughout the calendar year. With regard to professional development opportunities, the MHEL annual calendar provides for regular professional development days throughout the year. Staffing includes substitute teachers which

Exhibit A

allow teachers to attend training during week days as appropriate. In addition, some trainings are scheduled after hours in order to promote continuity of care. Staffing also includes FCAs, Health Team, content area coordinators, and administrative staff who support the full range of Head Start services.

Section II. Budget and Budget Justification Narrative

1. Provide a detailed narrative to explain the costs by object class category identified within the SF-424A Section B-6. Explain significant personnel and fringe adjustments for this budget period for item a and b. For each item c through h, ensure the narrative aligns with the amounts requested for direct and, if applicable, indirect costs.

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

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

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

²¹ KidsCount in Colorado 2014

Exhibit B

**Mile High Early Learning
2018-2019 Head Start Delegate Agency Grant Budget Narrative**

The total amount requested for grant funds for Mile High Early Learning (MHEL) from Denver Great Kids Head Start is **\$2,204,389**:

- \$1,755,470 Program Operations (PA 22 operational dollars)
- \$8,041 Training/Technical Assistance (PA 20 training dollars)
- \$440,878 Non- Federal Share

Included in this request are a total of 281 Head Start slots; 257 to be served through MHEL centers and 24 to be served through partnerships with Warren Village, Inc and other community partners.

Personnel \$1,345,737 Personnel

The proposed MHEL Head Start budget is 76.31% staff salaries (\$1,345,737), with 91.86% (\$1,236,219) of staff salaries being direct program costs.

Staff are allocated to the Head Start program based on a variety of factors. MHEL has a capacity of 471 children, which include 40 infants, 72 toddlers and 359 preschoolers. Out of the 359 preschooler slots, 257 (71%) will be Head Start. Due to Head Start budget constraints, MHEL allocates between 0% - 90% of administrative staff salaries to the Head Start budget. Preschool teaching staff are allocated between 50% - 90% to Head Start, depending on classroom program options. MHEL will adhere to all Head Start salary caps.

- MHEL Match is \$104,540. Total Personnel budget is \$1,450,277

Fringe Benefits \$321,259

The proposed MHEL Head Start budget is 18% (\$321,259) for fringe benefits and employer taxes. The proposed budget consists of the following: employer Social Security Medicare tax in the amount of \$96,893, Worker's Compensation Insurance in the amount of \$11,596, health insurance premiums in the amount of \$178,748, life and disability insurance in the amount of \$4,014, employer 401K match in the amount of \$30,008.

- MHEL Match is \$16,338. Total Fringe Benefits budget is \$337,597

Travel \$0

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

Exhibit B

Equipment Purchases **\$0**

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

Supplies **\$0**

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

Contracts **\$86,400**

MHEL has budgeted for three items in Contractual.

- Warren Village
- Denver Health and Hospital Authority Contract Nursing Services

MHEL is partnering with Warren Village for 16 Head Start slots. MHEL will be working with other community partners for 8 Head Start Slots. MHEL is in discussions with New Legacy Charter School in this regard.

Warren Village and community partners will provide educational instruction with appropriately credentialed staff as well as intensive case management. MHEL will provide training and technical assistance associated with Head Start, child assessment and nutrition education, supplementary family services and Head Start monitoring and reporting. Warren Village budget is \$40,000.

MHEL has contracted with Denver Health and Hospital Authority for nursing services. DHHA budget is \$46,400

- MHEL Match is \$260,000. Total Contracts budget is \$346,400

Construction and Renovations **\$0**

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

Other **\$10,115**

Other: \$2,074

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

Training and Staff Development: \$ 8,041

Training and Technical Assistance costs (PA 20 training dollars).

Exhibit B

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

- MHEL Match is \$60,000. Total Other budget is \$70,115

Unusual Situation or Special Programming

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

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

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

Shared Staff, Facilities and Equipment

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

Legal Fees and Attorney Costs

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

Non-Federal Resources

\$440,878

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

Non-federal resources may include the following:

- Classroom and field trip volunteering
- Family literacy sheets
- Translation services

Exhibit B

- Painting and maintenance of the facilities
- Cleaning and maintenance of the grounds
- Building depreciation
- Occupancy costs
- Donated supplies
- Foundation grants used to support the Head Start program
- Board of Directors' volunteer time to attend meetings
- Parents and community members' time to attend Policy Committee meetings
- Individual donors
- Denver Preschool Program income
- Colorado Preschool Program income

This is the estimated detail for the 2018/2019 grant year.

Description	Amount	Budget Category
<ul style="list-style-type: none"> • Classroom and field trip volunteering • Family literacy sheets • Administrative assistance 	\$99,540	Personnel Teacher Aides - \$14.22/hr. for 7,000 hours
<ul style="list-style-type: none"> • Translation services • Board of Directors' volunteer time to attend meetings • Parents and community members' time to attend Policy Committee meetings 	\$5,000.00	Personnel Translation services - \$500 Board of Directors - \$3,600 Policy Committee - \$900
<ul style="list-style-type: none"> • Denver Preschool Program 	\$160,000	Contractual - These funds will be used to purchase classroom supplies, occupancy costs, personnel costs and other general operating expenses.
<ul style="list-style-type: none"> • Colorado Preschool Program 	\$100,000	Contractual – These funds will be used to purchase classroom supplies, occupancy costs, personnel costs and other general operating expenses.
<ul style="list-style-type: none"> • Building depreciation 	\$60,000	Other – Rent
<ul style="list-style-type: none"> • Fringe benefits 	\$16,338	Fringe benefits
TOTAL	\$440,878	

Volunteers can be parents or members of the community. The volunteer wage rate is calculated based upon the service the volunteer is providing. For example, if the volunteer is helping in the classroom, the wage rate for Teacher Assistants (current average \$14.22) is used; the Policy

Exhibit B

Committee member's rate is calculated at the salary of the Head Start Director (current average \$38.36); and the rate used for volunteers painting a classroom is the average wage rate (current average \$21.00) of our maintenance department staff. The fringe benefit rate used for in-kind calculations is the same as the Agency rate for Head Start employees.

Completion of the volunteer time sheets is the responsibility of the Program Directors and the Family Community Advocates. Each Head Start classroom has a monthly volunteer time sheet that is filled out and signed by each volunteer. Other types of approved documentation for in-kind donations include "Family Literacy" forms and "Vouchers for Non-Federal Share In-kind Contribution" forms. At the end of each month/week, the Program Directors or the Family and Community Advocates (FCA) review the forms for accuracy and then gives the forms to the Family and Community Partnerships Coordinator (FCPC). The FCPC them for completeness, reasonableness and propriety and then gives them to the Special Projects Assistant.

The Special Projects Assistant is responsible for calculating the dollar value of the volunteers' time. The forms are then given to the Controller who is responsible for compiling all the in-kind donations by center and then reporting the information to the Denver Great Kids Head Start city office.

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

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

In addition, MHEL uses Denver Preschool Program (DPP) and Colorado Preschool Program (CPP) revenue as part of the in-kind donation. DPP revenue is received on all kindergarten bound preschoolers, with about 98% of those preschoolers also receiving Head Start services. CPP revenue can be received on infants, toddlers and preschool children. MHEL expects to receive 153 CPP slots at the rate of \$375per slot per month for September 2018 through May 2019.

MHEL Financial & Property Management System

MHEL's Fiscal department includes a Director of Finance and a Controller. Total experience in nonprofit financial management exceeds 50 years.

MHEL uses accounting software SAGE 300 and complies with GAAP. Each year MHEL is audited by an outside, independent auditing firm for both the standard audit and the CFR 200 compliant (formally A-133) audit. MHEL provides audited financial statements to funders as required.

Exhibit B

Within the accounting system, MHEL tracks property with a value of \$5,000 or greater and applies a 5-year straight line depreciation schedule.

MHEL operates a strict dual control accounting system. Individuals that have the ability to make entries in the accounting system do not have the ability to sign checks or release funds from financial institutions. In addition, all checks that exceed \$1,000 require two signatures.

Monthly financial reports are provided to the President & CEO and the Head Start Director.



**Mile High Early Learning
2018-2019 Head Start Program Calendar**

8:00 am-11:30 am/12:30 pm-4:00 pm/Monday-Thursday
September 4, 2018-May 23, 2019

Full-day

8:30 am-4:00 pm/Monday-Friday
September 4, 2018-May 24, 2019

Extended-day

7:15 am-5:45 pm/Monday-Friday
October 1, 2018-June 21, 2019

**Closures/Holidays:
2018**

July 2 - July 6	Summer Break
August 16 & 17	Professional Development
September 3	Labor Day
October 19	Professional Development
November 22 & 23	Thanksgiving
December 25	Christmas Holiday
December 24- January 4	Winter Break

2019

January 1	New Year's Day
January 21	Martin Luther King Jr. Day
February 18	Professional Development
March 25- 29	Professional Development Week
April 29	Professional Development
May 27	Memorial Day

Warren Village

9:00 am-4:30 pm
October 1, 2018-June 21, 2019

**Closures/Holidays:
2018**

June 8	Professional Development
July 4	Independence Day
July 11	Professional Development
August 10	Professional Development
September 3	Labor Day
September 5	Professional Development
October 12	Professional Development
November 7	Professional Development
November 22 & 23	Thanksgiving
December 24	Winter Break
December 25	Christmas Holiday

2019

January 1	New Year's Day
February 8	Professional Development
March 8	Professional Development
April 12	Professional Development
May 10	Professional Development
May 27	Memorial Day
June 7	Professional Development

Exhibit D
 Denver Great Kids Head Start
 Program Year 22 Report

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

Financial	<p><u>Variance Report;</u> includes spending categories of federal and non-federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,000.00 charged to Head Start.</p>	Last business day of each month for the previous month		Senior Financial Officer
	<p><u>USDA Reimbursement Report;</u> Report of reimbursement from USDA for Head Start Children only.</p>	Last Business day of October, January, April and July		
	<p><u>USDA / CACFP Compliance Review Report</u></p>	Within 30 days of receipt		
	<p><u>Administrative and Development Costs;</u> Report by category of all administrative and development costs.</p>	Last Business day of October, January, April and July		
	<p><u>Program Budget PY 21;</u> HSES upload of Program Year 21 budget.</p>	February 9, 2019		
	<p><u>Single Audit Report;</u> Single Audit Report including management letter and corrective actions if applicable</p>	Within four months of end of the prior fiscal budget period		
	<p><u>Inventory Report with Certification of Physical Inventory;</u> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.</p>	July 31, 2019		
	<p><u>Certificate of Insurance;</u> Accord Insurance form designating appropriate insurance coverage.</p>	May 30, 2019		

Exhibit D
 Denver Great Kids Head Start
 Program Year 22 Report

	Budget Projection; Month by month spending forecast by designated categories.	Last business day of each month for the previous month		
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Grantor Admin Reports for Delegate Agencies	Monitoring Reports/Plans; Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing		
	Policy Council Minutes; Approved Policy Council minutes in English and Spanish	Last business day of month following meeting	Office Manager sends to Delegate Directors	

Education	Child Assessments; Child outcomes information submitted to TS GOLD must be submitted for all children and following the protocol and format that is required by Results Matters, CDE.	October 31 February 22 June 28	Can access in TSG-DGKHS access through State	
	CLASS Scores; All classrooms	December 15 May 15	Education Directors	School Readiness Director

Delegate Admin Reports for Grantee	Self-Assessment; Self-Assessment Plan, findings, analysis and action plans	January 31	Delegate Director	Executive Director and Office Manager
	Program Information Report (PIR); Draft of Annual ACF Report	August 15	Delegate Director	Executive Director and Office Manager
	Mid-Year PIR	January 15 April 15	Delegate Director	Executive Director And Office Manager
	Policy Council Delegate Report; Form to be provided by Grantee Family Services Director	5th day of every month, or following business day if it is a holiday	Delegate Director	Family Service Director and Office Manager
	Policy Committee/Council Members Rosters; Policy Committee/Council rosters and appointments to DGKHS Policy Council.	October 30 and When positions are replaced	Delegate Director	Family Services Director and Office Manager
	Policy Committee Minutes; Approved Policy Committee monthly minutes.	Last business day of the month following meeting	Delegate Director	Delegate Agency Liaison Catholic Charities: Chris Clayton: Lori DPS: Liane Family Star: Chris MHEL: Adella Sewall: Liane VOA: Adella
	Delegate Grant Application; For funding purposes	January 30	Delegate Director	Executive Director and Office Manager

Exhibit D
 Denver Great Kids Head Start
 Program Year 22 Report

	Personnel; Report of all Head Start staff, percentage/amount, salary/fringe, most recent performance evaluation date, criminal records check date, staff credentialing, staff training on eligibility, Governing Body and Policy Committee training on eligibility, Required licensing training for staff	Last business day of October, January, April and July	Delegate Director	Executive Director and Office Manager
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Family Services	Report content TBD			
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5660 Greenwood Plaza Blvd, Ste 500
Greenwood Village, CO 80111

P = 303 799 0110
800 777 5035
F = 303 799 0156

3/2/2018

Mile High Montessori ELC
1780 Marion Street

Denver, CO 80218

***Re: Commercial Package Insurance
Intention to Renew Coverage***

Dear Debbie,

It is the intentions of CCIG Insurance-Benefits to renew the insurance policies for Mile High Montessori for the upcoming renewal term as listed below:

Philadelphia Insurance – Package

Includes: General Liability, Property, Professional Liability, Automobile,
Crime and Sexual Abuse/Molestation

Current Policy # PHPK1675959

Current Policy Term – June 30, 2017 to June 30, 2018

Philadelphia Insurance – Umbrella

Current Policy # PHUB590407

Current Policy Term – June 30, 2017 to June 30, 2018

AIG – Student Accident

Current Policy #SRG0009144591

Current Policy Term – July 16, 2017 to July 16, 2018

Please contact me directly should you have any questions.

Sincerely,

Julie Robins
Account Manager
720.212.2026
JulieR@thinkccig.com



Centers Directory

Edna Oliver Montessori Early Learning Center

2851 Tremont Place, Denver, CO 80205
Phone: 303.295.2011

Director: Jessica Scherden

FCA: Aimee Atwater

Hours: 7:00 AM – 6:00 PM

Lowry Montessori Early Learning Center

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

Director: Lyn Johnson

Asst. Program Director: Johanna Hernandez

FCA: Monique Thompson

FCA: Tyler Salzwedel

Hours: 7:00 AM – 6:00 PM

Rude Park Montessori Early Learning Center

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

Director: Stacy Cook-LaPointe

FCA: Laura Gourdine

Hours: 7:00 AM – 6:00 PM

Northeast Montessori Early Learning Center

3503 Marion St., Denver, CO 80205
Phone: 303.295.2509

Director/FCA: Open

Hours: 7:30 AM – 5:00 PM

Sun Valley Montessori Early Learning Center

990 Alcott Way, Denver, CO 80204
Phone: 303.534.5121

Director: open

FCA: Laura Gourdine

Hours: 7:30 AM – 4:00 PM

Westwood Montessori Early Learning Center

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

Director: Kathy Baker

Asst. Program Director: Amira Ababio

FCA: Glenda Caridad

FCA: Open

Hours: 7:00 AM – 6:00 PM

Warren Village

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

Director: Maggie Rittenhouse

FCA: Aimee Atwater

Hours: 7:00 AM – 6:00 PM

Exhibit G

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

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

period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective 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. The provisions of this section shall supersede any differing provisions of that federal law, except when that federal law is applicable independent of this section.
- (3) It shall be the duty of the career service board to determine, after hearing, the prevailing wages for the various classes of laborers, mechanics, and workers which will be required in the performance of work covered by this section but not be covered by the Davis-Bacon Act, which determinations shall be made at least annually, and as frequently as may be considered necessary by the career service board in order that the determination which is currently in effect shall accurately represent the current prevailing rates of wages. Prior to making such determination, the career service board shall give reasonable public notice of the time and place of the hearing concerning such proposed determination and shall afford to all interested parties the right to appear before it and to present evidence. "Prevailing wages" shall mean, for each class of work covered by this section, but not covered by the Davis-Bacon Act, the rate of pay and the overtime and other benefits granted to such full-time workers in the Denver metropolitan area. The rates shall be determined using the same method as used for those classes which are covered by the Davis-Bacon Act. Should this method cause a reduction in compensation of any class of workers, the career service board will review the appropriateness of using this methodology and may recommend to city council a different method for establishing prevailing wage rates.

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

- (4) The office of human resources shall issue clarifications or interpretations of the prevailing wage, and shall provide the auditor any issued clarification or interpretation. If the auditor does not advise the executive director of human resources in writing that it disagrees with any issued clarification or interpretation within thirty (30) days, the clarification/interpretation shall be final. If the auditor advises the executive director of human resources in writing that it disagrees with the clarification or interpretation, then the auditor and the executive director of human

resources shall meet to resolve the conflict and, with approval of the career service board, the office of human resources shall issue a final agreed upon clarification or interpretation, or may withdraw the clarification or interpretation, as appropriate.

(d) *Mandatory contract provisions; enforcement.*

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

any dispute as to any additional amount of wages owing to the worker, mechanic or other laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.

- d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
 - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct electronically certified copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.
- (6) Every such contract shall also require that the contractor will provide to the city a list of all subcontractors who will be providing any services under the contract.
- (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each payroll period, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
 - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
 - (2) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - (3) The penalty shall be two thousand five hundred dollars (\$2,500.00) for a violation, plus seventy-five dollars (\$75.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its

prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

- (4) The penalty shall be five thousand dollars (\$5,000.00) for a violation, plus one hundred dollars (\$100.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
 - (5) The penalty shall be five hundred dollars (\$500.00) for each week, or portion thereof, for each week during which a contractor or subcontractor fails to furnish the auditor any certified payrolls where any worker, laborer or mechanic employed by the non-reporting contractor or subcontractor has performed any work under a contract subject to section (b), unless the failure of the contractor or subcontractor to furnish the auditor any certified payrolls was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor. This penalty shall not be imposed in conjunction with penalties imposed under sections (e)(2)—(4).
 - (6) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each incident of false reporting on a certified payroll, not corrected within fifteen (15) days of the date the false report was brought to the attention of the contractor or subcontractor. A certified payroll shall be determined to be a false report when information related to hours worked or wages paid reported on a certified payroll is not identical to supportive documentation, including paychecks issued to employees, timecards maintained by contractors and subcontractors, invoices for work performed issued to contractors or the city, and tax documents. This penalty shall be imposed in addition to penalties imposed under sections (e)(2)—(5).
- (f) *Third party complaints.* Subject the provision of this section and any rules and regulations that may be issued by the auditor, a third party, including an employee of a contractor or subcontractor, may submit a complaint of a violation of this section to the auditor. The burden of demonstrating to the auditor's satisfaction that a violation has occurred or the rebuttable of such presumption rests with the third party making the complaint, and shall be demonstrated by a preponderance of the evidence. Any such complaint shall be made in writing to the auditor and shall include all information relied upon by such party. The auditor shall notify in writing any person alleged to have violated the section of such complaint. The auditor will investigate credible complaints and provide a response of its findings of any such complaint to both the complainant and the person who is identified as violating the section. Any determination by the auditor pursuant to this section is reviewable by the complained-of party, pursuant to subsection (g).
- (g) *Review.* Any determination of the auditor related to the imposition of prevailing wage, including determinations of applicable employment classifications and wages, determinations of underpayment or misreporting, and the imposition of penalties shall be reviewable as follows:
- (1) Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
 - (2) The auditor shall designate as a hearing officer a person retained by the city for that purpose.
 - (3) The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the

proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.

- (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
- (5) The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
- (6) Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

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