

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 **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado not-for-profit corporation, whose address is 3801 East Martin Luther King Boulevard, Denver, Colorado 80205 (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-in-interest with whom the City has contracted to operate a portion of the City’s Head Start Program.

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

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

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

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

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

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

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

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

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

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

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

A. Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2017-2018.

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, 2017, and will expire on June 30, 2018 (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 Four Hundred Fifty Thousand Seventy-One Dollars and Zero Cents (\$1,450,071.00)** (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 **Three Hundred Sixty-Two Thousand Five Hundred Seventeen Dollars and Seventy-Five Cents (\$362,517.75)** 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 2017-2018, HHS may issue only a partial financial award for program costs for Program Year 2017-2018. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

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

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

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

8. REPORTS:

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

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

In the event that the Contractor determines that it has not maintained the designated number of enrolled students, the Contractor will include in the Enrollment Report a detailed explanation as to why such levels were not maintained and a detailed description of how 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. No Discrimination in Program Participation (Federal Requirements). 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, 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). 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;

M. 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;

N. 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, 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). 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;

O. 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**;

P. 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;

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

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

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

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

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

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

(2) The Contractor certifies that:

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

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

(3) The Contractor also agrees and represents that:

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

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

(c) It has confirmed the employment eligibility of all

employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

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

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

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

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

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

24. CONFLICT OF INTEREST:

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

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

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

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

With a copy of any such notice to:

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

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

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

27. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of

the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

28. 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 2017-2018.
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-201734062-00

Contractor Name: CLAYTON EARLY LEARNING TRUSTEE

By: Charlotte M. Brantley

Name: Charlotte M. Brantley
(please print)

Title: President / CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Clayton Early Learning Head Start Continuation Application Narrative FY 2017-18

Section I. Program Design and Approach to Service Delivery

Introduction

Clayton Early Learning is Colorado's leading catalyst in providing and collaborating with others to improve early care and education to ensure optimal development during the critical prenatal-to-5 period for all children, especially those of limited opportunity. Our unique approach has proved successful in closing achievement gaps for children living in disadvantaged communities. Clayton Early Learning harnesses the synergy of its four pillars—Training, Advocacy, Research and Practice—to advance early childhood education statewide in collaboration with other public and private entities. In September 2010, Clayton Early Learning was designated by the U.S. Department of Health and Human Services as one of ten *Centers of Excellence in Early Childhood* in the nation.

Clayton Early Learning operates two schools, Educare Denver at Clayton Early Learning (Educare Denver) and Clayton Early Learning in Far Northeast (FNE). Both schools are state-of-



MISSION

Clayton Early Learning provides national leadership to advance the field of early childhood education by researching, implementing and disseminating innovative teaching models. We promote educational equity for young children through family engagement, teacher preparation, and effective early education policy.

VISION

We envision a world where all children are prepared for success in school through highly effective early childhood education.

VALUES

Excellence, Stewardship, Growth, Innovation, Collaboration, Diversity, Family-Centered, Integrity, and Accountability

the-art learning environments where children from birth to age five grow up safe, healthy and eager to learn. The Educare Denver School follows the 12 core features of the Educare model, which expands on Head Start and Early Head Start standards. The FNE School follows comparable teaching and family engagement strategies as those of our Educare Denver School. At both our schools, we believe parents are their children's first teacher and the primary influence in the direction of their development. Our purpose is to guide parents in their efforts to provide for their children's needs, engage their learning and develop the resources to meet their own self-determined goals. The program and parents – together – create a positive partnership toward achieving child and family outcomes and supporting school readiness.

Sub-Section A: Goals (Continuation Application Narrative Requirements)

1. Goals, Objectives and Outcomes

No additions, deletions or revisions to the program's Long Term Goals, Short Term Objectives and Expected Outcomes occurred since last year's application.

2. Progress

This section begins with a brief discussion of program progress and impacts that cross program goals:

- Clayton Early Learning's federal on-site monitoring reviews in 2006, 2009, 2012, 2015 and 2016 found the program in full compliance with all Head Start performance standards with the exception of a 2015 finding at a community partner site related to the temperature taking of milk. This finding was subsequently closed out with no further corrective action

required. Clayton Early Learning was selected to receive the Head Start Key Indicators-Compliance (HSKI-C) monitoring process for high performing programs in 2015.

- The Educare Denver School achieved re-accreditation by the National Association for the Education of Young Children (NAEYC) in 2016. The Far Northeast School received NAEYC accreditation in 2016.
- On its most recent (February 2016) Colorado Shines rating, the Educare Denver School earned four of five possible stars and our newly opened Far Northeast School earned four stars. Colorado Shines is a statewide effort to improve the quality of early care and education for children and to increase the level of accountability to parents and funders.

Through Colorado Shines, quality is assessed in five areas:

- Workforce Qualifications and Professional Development
 - Family Partnerships
 - Leadership, Management and Administration
 - Learning Environment
 - Child Health Promotion
- HIPPI USA conducted site visits of the program's home-based options in 2009 through 2015 and the program was awarded accreditation through 2017. Results were strongly positive, most notably the intensity of training and child development knowledge of the home visitors, the high quality early learning space for socializations and positive rapport between

families and home visitors. Clayton's HIPPY program serves as a national model for blending Head Start and HIPPY services.

- Staff-to-child ratios surpass state licensing standards and the Performance Standards.
- Clayton Early Learning recently received funding to develop a comprehensive index of readiness indicators for each child and family. The Clayton School Readiness Index (CSRI) is a methodology intended to provide a comprehensive data profile of children's preparedness for kindergarten. The CSRI will enable Clayton to systematically and simultaneously examine multiple developmental domains critical to whole-child readiness while retaining crucial family contextual inputs to success. We will better differentiate levels and types of preparedness and subsequently identify readiness-boosting strategies. We will use this measure to predict school success through our longitudinal follow-up study, and further shape children's pre-kindergarten experiences at school and at home to maximize success and well-being of the whole child.
- Tools to support reflective inquiry have been developed and are being continuously refined. The Research to Practice Framework provides a template that facilitates and documents data dialogue through the stages of surfacing assumptions, generating solutions and taking action. Several times throughout the school-year, Clayton researchers meet with mentor coaches and teaching teams to discuss assessment results with demonstration of how the assessments are administered to children. During these meetings, teachers and mentor coaches explore the data with researchers as a resource. The discussions center on the use

of assessment data to inform differentiated instruction within the classroom. Lesson plans are developed that reflect the needs of the individual children to best support their language growth and development. This interdisciplinary work is fortifying Clayton's existing research-to-practice framework. Dissemination of data utilization toolkits and practices with other early childhood organizations wishing to enhance evaluation and data use capacity is a priority for the upcoming year.

In addition to individual child-level and classroom-level reports, a strong component of the formal data utilization philosophy at Clayton Early Learning is the discussion and use of aggregate data to create annual program goals, plan for professional development, and identify resource needs. Sharing and interpretation of data results is strengthened through collaboration of an interdisciplinary team comprised of educators, family support staff, early interventionists, researchers, and policy analysts. With a grant from Gary Community Investments, Clayton Early Learning is expanding access to real-time, comprehensive child and family data for providers with a new technology solution. Clayton Early Learning will develop an electronic data dashboard that allows interactive, integrated data viewing (child, family, and classroom outcomes) connected to strategic ideas for classroom activities and goals, as well as syntheses of current applied research findings.

- A structured coaching model is implemented through mentor-coach positions embedded in service delivery systems and provided to all staff. Coaching supports individual professional development and competencies through reflection, collaboration and early intervention.

- Clayton Early Learning continues to partner with Comcast and Xcel Energy as a premier site for their national corporate volunteer days. These partnerships provided Clayton Early Learning an opportunity to align our daily work with children and families with corporate commitment to education and wellness.
- Clayton Early Learning is now in its ninth year of a national implementation study to document the features of Educare and how implementation of the model contributes to program quality and links to child and family outcomes. The evaluation is led by a national evaluator at the Frank Porter Graham Child Development Institute at the University of North Carolina-Chapel Hill. This study used data from an implementation evaluation of Educare—a high-quality national early education model for children from birth to 5—to examine the extent to which age of entry and time in care relate to language and social-emotional skills for Dual Language Learners (DLL) and English-only (EO) children from low-income families. Participants were 5037 children enrolled in one of 12 Educare schools as infants, toddlers, or preschoolers between 2003 and 2013 and were followed for their duration in Educare. Longitudinal assessments of children’s receptive language and social-emotional skills were analyzed with hierarchical linear modeling, controlling for demographic characteristics and classroom quality. Both age of entry and duration were positively associated with receptive language outcomes, with stronger effect sizes for DLL than EO children. DLL children who entered early consistently scored well across the assessment ages; late enterers made significant gains during their one or two years of Early

Childhood Education (ECE) but lagged considerably behind early entering DLL children when they left for kindergarten. Spanish-speaking DLLs did not lose their proficiency in Spanish as they learned English. Teacher ratings of children's social-emotional skills were lower if children entered at a younger age, but within normal ranges; ratings improved with longer attendance. Results suggest a need for renewed focus on ensuring that children at-risk for poor school outcomes have access to high-quality ECE early in life and for sustained periods in order to reduce later achievement gaps. ¹

- Clayton Early Learning offers activities to promote positive outcomes for pregnant women and their infants including early and continuing risk assessments; exercise, health promotion and treatment; mental health interventions; prenatal education; and breastfeeding. Prenatal services are individualized for each mother through a collaborative process with the Child Family Educator (CFE). A registered nurse, registered dietician and mental health specialist provide specialized prenatal services by attending home visits once a trimester. The CFE and health team also make home visits to each family within two weeks of the baby's birth and throughout the first six weeks to collect and share information. All premature babies are referred to the Part C, IDEA agency in Denver County.

Table 1 identifies innovative methods being implemented by Clayton Early Learning as well as progress toward meeting short term objectives and expected outcomes for each goal.

¹ Yazejian, N., Bryant, D., Freel, K., Burchinal, M. (2015). High-quality early education: Age of entry and time in care differences in student outcomes for English-only and dual language learners [Abstract]. *Early Childhood Research Quarterly*, 32, 23-39.

Table 1: Progress Toward Objectives and Outcomes for Each Program Goal

FAMILY CENTERED SERVICES	Parents and primary caregivers support children’s development across all domains. Families will have the capacity and resources to meet their needs and self–determined goals.
Innovative Methods	
<ul style="list-style-type: none"> • Child Family Educators (CFEs) and teachers collaborate with parents to expand everyday learning through home links and Teaching Strategies GOLD® parent activities. • Parents participating in Parent Committee meetings lead the planning for family events and meetings and review participant feedback to guide future planning. • Parent meetings in each classroom engage parents with the classroom curriculum. • Program-wide all-parent meetings offer training and support in diverse topics related to child development and engage the family in their child’s education. • Child Family Reviews offer teachers, CFEs and specialists the opportunity to review family and child goals, assess progress, and identify further needs and individualized supports. • A curriculum work group (including parents and staff) examines the rigor and outcomes of curricula implementation throughout the school programs through a use of curriculum mapping tool and lesson planning rubric. • Coffee and Craft groups facilitated by Mental Health Consultants support parenting education, build social capital and help parents’ buffer environmental stress. • On-site parent support groups and parenting classes are provided in English and Spanish. The Family Liaison Specialist provides individualized therapeutic mental health support to families. • On-site prenatal support groups are offered to all expectant mothers. • Implementation of the Touchpoints® curriculum in Educare Denver and Far Northeast schools builds parent knowledge of their child’s behaviors and strengthens the staff/parent partnership. • Families have access to the Family Resource Library (FRL) and parent cozy area with two computers with internet access and fax capability, as well as books, resources, and games. • Wellness activities are offered to families and include resource fairs, cooking activities, gardening, positive parenting, farmer’s markets and exercise classes. A food pantry is accessible to families for emergency food. • Ongoing coaching is provided to staff and families on implementing literacy strategies for children. • Clayton Early Learning partners with local resource agencies to connect parents to GED and ESL classes and provides on-site resources. • Parents engage in reflective inquiry sessions to review and analyze data and set goals to improve outcomes for children and families. • An intentional focus is placed on engaging male figures. 	

Progress Toward Short Term Objectives and Expected Outcomes

- Pre-service training was offered on the topic of interdisciplinary practice to encourage staff to engage in collaboration.
- Teachers and CFE's meet regularly to collaborate on plans for children and families. Quarterly this meeting serves as a time for child family reviews.
- Twice a month, supervisors meet as an interdisciplinary group to coordinate services, plan together as an organization and to discuss practice.
- Teachers and CFEs received additional training supports during pre-service on how to maximize effectiveness of family engagement with curriculum.
- Teachers and CFEs participated in training on Shaken Baby Syndrome, Transportation/Car Seat Safety, FEMA, CACFP and Safe Sleep.
- Fall 2016 we began our first Clayton employee led 10 Steps to Positive Discipline series in both English and Spanish. Attendance had an average of 25 adults for the English series and 12 for the Spanish session.
- At this point in the program year, 56 Head Start parents have identified goals in the guidance/child development and advocacy areas.
- CFEs have been working with families to provide resources and referrals based upon individual family needs. There have been 245 HS referrals provided to families who have needed or have requested referrals at this point in the program year. CFEs will continue to work with families to support their individual family needs throughout the program year.
- During monthly parent meetings and semi-yearly Parent-Teacher conferences, all parents received individualized home-school activities to support their child's development while building on individual interests and family strengths. These activities were comprehensive, crossing all domains and supporting the parent as the primary educator of their child. Twice per year, teachers, CFEs and families set formal Individual Child Curriculum Goals and monitored the progress on these goals through child portfolios.
- All families are invited and encouraged to participate in Culture of Wellness events.
- Clayton families have accessed food resources through Clayton (food pantry, weekly fresh produce and weekly bread distribution) during 2016 in the following ways:
 - Approximately 1150 loaves of bread between families at NNE and FNE
 - We had 26 weekly distributions for the Totes of Hope initiative which provides 9-11 lbs. of dry and canned goods to our home-based families each week.
 - We asked CFEs to complete a referral form when families on their caseloads were accessing the on-site food pantry. We found the food pantry was accessed by families 80 times over the course of the year.
- Home visitation staff hosted meetings and socializations during the year where parents received training on skills to support their child's development and their role as their child's primary teacher. Trainings included school readiness, yoga and relaxation techniques and Culture of Wellness.

- Our approach to data dialogue with families is to make predictions about outcomes, analyze, review and discuss data, discuss families’ assumptions about data and prompt ideas for continuous improvement. Our Research and Evaluation team met with both CFEs and teachers to review individual child assessment data and support planning for conversations with families about their children’s data.

Clayton Early Learning continued to expand its Touchpoints program by training and mentoring 15 additional staff in the 2015/16 school year and 33 in the 2016/17 school year. In total, 81 staff have been trained in Touchpoints.

- Staff supported parents in establishing goals to foster family growth and development. In 2016, 17 HS families worked toward completing secondary and post-secondary goals, with only 2% not accomplishing their goals. Another 8 HS families set goals around employment and job training and fewer than 2% did not accomplish their goals. Of families setting goals in the areas of family engagement and parent involvement, 94% HS met their goal and for those with parenting/child development goals, 83 HS families met their goal. The program referred 55 families to community organizations for English instruction, job/employment training and parent enrichment classes.
- CFEs participated in monthly training to develop expertise in: Transitions, Recruiting Families, Comprehensive Services and School Readiness Protocol, school safety, and Conscious Discipline.
- Coffee and Crafts has been offered for three years. This group is led by our bi-lingual mental health consultant. Many of the same participants have been returning each month and building connections with one another.

HEALTH, MENTAL HEALTH AND NUTRITION	Child, family and staff health, mental health and well-being are promoted and supported.
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Innovative Methods

- Through a partnership with Denver Health, a dietician provides onsite nutritional support to families, children and staff.
- A nutrition team (including a trained chef) prepare nutritious homemade baby food, meals and snacks from natural ingredients, primarily plant-based, to minimize the intake of processed foods. Organic milk is served.
- To support access to services and a medical home, Clayton Early Learning is a Certified Application Assistance site for Medicaid, participates in the Colorado Information Immunization System, and provides onsite medical consulting services as well as school-based care through Denver Health.
- Wellness activities offered to families and staff includes resource fairs, wellness days, cooking classes, farmers’ markets and physical fitness activities.
- The Family Liaison Specialist is a trained counselor providing onsite therapeutic mental health services to families and provides training to staff around the cultural issues that can impact

service delivery.

- A family pyramid model mirroring the child pyramid was developed and provides guidance and direction in meeting family social/emotional needs.
- The CESD screener is conducted with all primary caregivers with referrals offered to parents at risk of depression.
- A body of evidence informed by the mental health model and policy is disseminated through national networks.
- Staff receive training on the Conscious Discipline© approach, a whole-school curriculum for adult and child self-reflection and growth, social-emotional learning, discipline and self-regulation.
- Families are connected to geographically proximate Denver Health School-Based clinics that deliver comprehensive health services and function as a medical home.

Progress Toward Short Term Objectives and Expected Outcomes

- Health outcomes remained strong for Clayton Early Learning families in 2016. Data indicate that 96% of Early Head Start children received medical exams and 94% received dental exams. The program continues to work and support families in reaching our benchmark of 100%.
- Parents and staff participated in cooking classes for healthy eating through Cooking Matters. In 2016 this was extended to our community sites and our Far North East School.
- Onsite hearing, vision and dental screens were provided to children. We are connecting families to geographically proximate Denver Health School-Based Health Clinics – Manual High School, Florence Crittenton, and Evie Garrett Dennis. These clinics can be identified as the family’s medical home and provide a child’s full comprehensive health services including immunizations, well-child checks, lead screening, pharmacy, and OBGYN services.
- Our use of fresh produce, natural, plant-based ingredients and organic milk ensure children maintain a healthy weight. In Denver, where 40% of the students were overweight, 91% of Clayton children achieved a health weight.
- Onsite dental screenings were provided to children by Children’s Hospital Pediatric Dentistry. Onsite Hearing and Vision screenings were provided to children by the Marian Downs Center for Hearing Speech and Language and Denver Health.
- A Denver Health enrollment van supported families in enrolling, re-enrolling, renewing, and obtaining their enrollment status for CHP+ and Medicaid coverage. Families also have access to Denver Health School Based Health Clinics to facilitate families in enrolling, re-enrolling, renewing, and obtaining their enrollment status for CHP+ and Medicaid coverage.
- Throughout the year families engaged in campus and community wellness to expand their health and nutrition knowledge through interactive activities. Examples included participation in campus farmers’ markets, gardening and 5K walks.
- Fall 2016 data indicated a notable increase in families “significantly at risk” and “at risk” for depression. In fall of 2016: 76% of parents screened were not at risk for depression (a 10% decrease from last year) 12% screened at risk (a 5% increase from last year) and 7% screened at

significantly at risk for depression (a 4% increase from last year). 100% of families scoring at risk or above received follow up by our Family Liaison Specialist (FLS), including resources and referrals.

- 14% of families that were contacted after the Center for Epidemiological Studies - Depression (CES-D) screener made appointments to see our Family Liaison Specialist.
- Family Data indicate that our school-based and combination option families reported 2.8 stressful life events on average (SD = 2.1), while families enrolled in the HIPPY option reported 2.4 on average (SD = 1.8).
- Less than 10% of caregivers in school-based and combination options reported sometimes worrying about homelessness, while less than 1% worried often. Of these families, 8.4% reported actually experiencing homelessness during the past 12 months.
- Slightly more than 21% of caregivers reported sometimes worrying about running out of food, while less than 8% worried often. Though rates of food insecurity have dropped, on average, over the last two years by nearly 7%, families who have been in the program for two years did not report a significant decrease in food insecurity. In response, an emergency food pantry is being maintained through collaboration with Food Bank of the Rockies. In partnership with Denver Urban Gardens, the Fresh Produce Committee provided families with bread and fresh produce weekly as well as opportunities to learn how to grow their own food. Clayton Youth Farmer’s Markets fought hunger by selling farm fresh produce at reduced rates. Cooking Matters classes were also offered. Parents and the community supported these events through volunteering and planning.

- Child Parent Relationship scores indicated positive perceptions for the closeness subscale (M = 4.74, SD = .64) and relatively low reported conflict (M = 1.9, SD = .44).

The Employee Wellness Program includes exercise classes, access to large natural environments that inspire physical activity (such as walking groups, wellness BBQs and other outdoor activities), a new and improved onsite workout facility, health challenges, cooking classes, free flu shots and training in Conscious Discipline. This research-based curriculum heightens staff awareness of their own emotional states such as composure, empathy and positive intent and provides strategies to address them.

SCHOOL READINESS	Children in Clayton Early Learning experience an equitable and inclusive learning environment intentionally created to optimize their development. This cultivates the positive sense of belonging that results in the inquisitiveness, curiosity, attentiveness, confidence, trust and courage needed for success in learning and life.
Innovative Methods	
<ul style="list-style-type: none"> • Clayton Early Learning partners with Denver Public Schools to explore promising practices to align philosophical approaches enhance transitions into elementary school and engage 	

families.

- Clayton Early Learning utilizes a continuous improvement process that reviews and analyzes all program data on a regular schedule, using the information to inform program planning and improve practice. During Strategic Planning & Instructional Leadership meetings, Clayton Institute and program staff strategically plan for program improvement.
- Clayton Early Learning takes a unified and strategic approach to translating “research to practice.” These cross-departmental efforts support creating developmentally appropriate environments; implementing practices to enhance outcomes for all children in STEAM-science, technology, engineering, the arts and mathematics; using data to inform planning and practice; and updating a model for coaching that enhances peer coaching and leadership development for classroom staff. Cross-departmental teams collaborate to deliver professional development, training, coaching and evaluating classrooms using the CLASS to improve their performance.
- The Clayton President/CEO sits on the Colorado Early Childhood Leadership Council.
- Classroom and home-based teams develop a body of evidence for each child that is used to assess the child’s development and share results with parents to inform mutual goal setting. They prepare Home Links for families that provide suggestions for extending classroom learning into the home to further support children’s development and empower parents as their child’s first teacher.
- Home-Based CFEs participate in a monthly reflective group supervision facilitated by our Family Liaison to discuss challenges faced by families and in their work. The group provides a respectful, understanding, thoughtful and supportive atmosphere to exchange information, thoughts, and feelings that arise around family development.
- A Cultural Competency Workgroup with diverse representation from staff and parents engage in dialogue about the importance of cultural competency, where it could lead the organization and how to develop along the cultural proficiency continuum. Culture Night honors and highlights diverse family, school and broader social cultures.
- An interdisciplinary group of staff form the Natural/Beautiful Environment Community of Practice that focuses on creating a whole school environment within which children, families and staff have direct access to nature on a daily basis to enhance their physical and emotional development.
- Early intervention meetings ensure that classroom and home-based teams meet with specialists to review and evaluate children identified with a special need and/or challenging behaviors. The meetings also provide training and support for teachers on planning for and meeting IFSP/IEP goals.
- Early Intervention (EI) meetings with interdisciplinary staff and specialists ensure EI services are seamless, comprehensive and address identified needs.
- Child Family Reviews offer staff and specialists the opportunity to review family and child goals, assess progress and identify needs and supports.

Progress Toward Short Term Objectives and Expected Outcomes

- All classrooms receive follow-up coaching after CLASS assessments are administered.
- Intensive coaching is underway in several preschool classrooms as part of an Early Childhood Quality Teaching Initiative, funded by an Acceleration Grant, in an effort to promote the development of effective teaching practices that support problem solving, critical thinking, and language development in young children.
- 92% of children that were identified as needing a referral did in fact qualify for an IEP or IFSP.
- Teachers receive an IEP or IFSP “snapshot” document that outlines goals for the children in their classrooms to support individual lesson planning.
- IFSP tracking forms are collected monthly. These forms help our team understand and utilize the IFSP goals and strategies and ensure that IFSP goals are being individualized in lesson plans, home visits, and that adequate services are being provided.
- The Sewall therapists that serve each child’s IEPs write progress notes after each visit with the child and store the notes in a locked cabinet in the classroom. This is a helpful document for both the teachers and the parents to get more detailed information on what the therapist is working on and ways to carry on the learning.
- All classrooms are intentionally making modifications for children’s developmental needs.
- 100% of children assessed in English Language Acquisition were shown to be meeting or exceeding widely held expectations as measured during the Fall 2015/16 TS GOLD© checkpoint.
- We held our annual School Readiness Fairs at both of our schools with 20 DPS schools represented.
- There were 21 community organizations that also were represented at our School Readiness Fairs in November 2016.
- Clayton Early Learning School in Far Northeast Denver is located in Z Place on the DPS Evie Garrett Dennis Charter School campus which collectively serves children from cradle until college. Z Place is a comprehensive, community-based early childhood and family support center and network that includes a full range of innovative learning and community services designed to enhance the lives of children, families and communities. Z Place houses several best-practice community partners, including Clayton Early Learning, Young Americans Bank, the Far Northeast DPS Enrollment Center, Lowry Family Center, The Urban League, Reading Partners, Denver Health and Mental Health Centers of Denver This partnership offers rich opportunities to engage and communicate with families as their children enter kindergarten.
- The average CLASS[®] Emotional Support score for Clayton NNE preschool classrooms this year was nearly a full point higher than the national average of 5.5 and continues the strong trend seen in the previous five years.
- For Instructional Support, the average score for Clayton NNE was approaching mid-range. In

national studies, classrooms tend to score quite low on this domain, with scores in the 2.42-4.00 range. The average score for Educare in line with scores from the national studies.

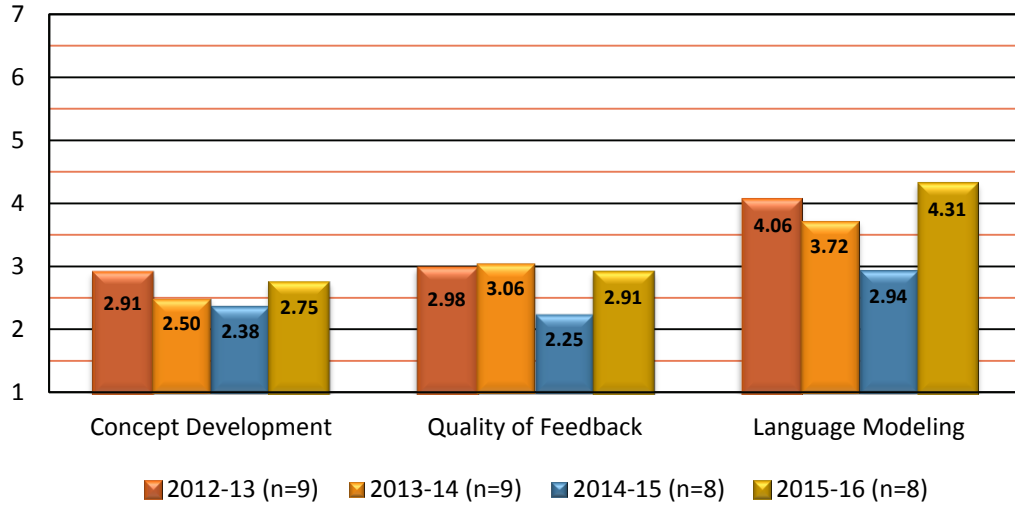
- For nearly 80% of children enrolled at FNE, there was not a significant difference between the parent’s and teacher’s rating of Behavioral Concerns, suggesting Teachers and Parents are aligned in their observations about a child’s behaviors.
- Preschool children in the FNE program maintained their scores over the course of the year, on average. Since this assessment is adjusted for age, this represents an increase in knowledge and skills what would be expected as children grow older. However, as English-speaking children maintain their skills on the trajectory as expected for typical development; Spanish speaking children significantly increased their scores above what would be expected through typical development.
- Spanish-speaking HIPPY children tended to demonstrate strong receptive language skills. On average, scores were in the average range for Auditory Comprehension (see Chart 4). When we tested for change over time, we did not find a significant change over time (see Chart 5). This change over time suggests children in HIPPY assessed in Spanish are developing at a rate typical to the rate expected by maturation.

ASSESSMENT RESULTS –Teaching Strategies GOLD©

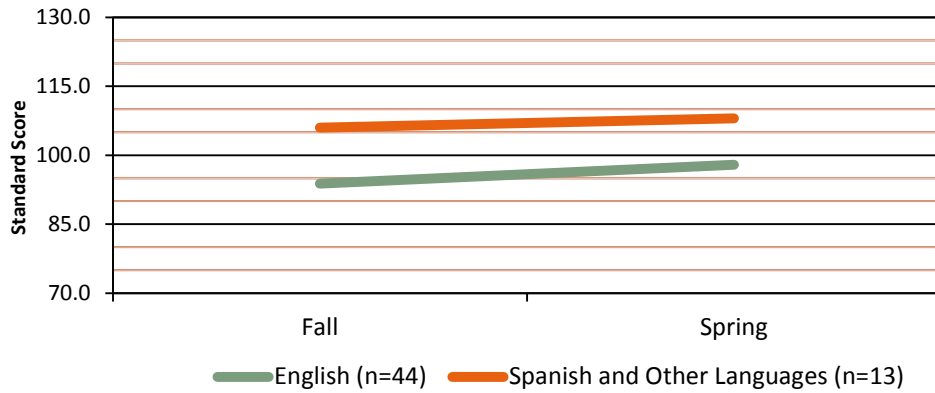
Preschool TSG Growth Summary 2015-2016 - Preschool 3 Year Olds

	Number of Children	Percentage of Children Meeting or Above Growth
Social-	71	74%
Physical	97	91%
Language	76	84%
Cognitive	91	87%
Literacy	74	83%
Mathematics	92	85%

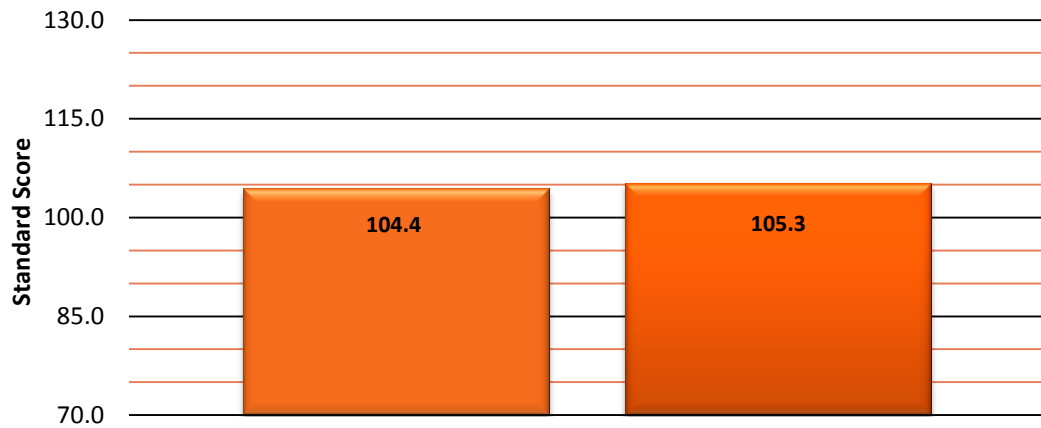
Clayton Educare Pre-K CLASS® Instructional Support Scores by Dimension



2015-2016 School Readiness Gains by Primary Language, Clayton FNE



2015-2016 Preschool Auditory Comprehension, Clayton Home-Based (Mean Standard Scores for Children Enrolled in HIPPY and Assessed in Spanish)



FISCAL INTEGRITY

Clayton Early Learning will demonstrate financial stewardship by adhering to sound accounting principles that ensure for a strong financial position and perpetuity in resources to meet our mission.

Innovative Methods

- Services are offered in high quality school facilities designed specifically to meet the needs of children birth to five and their families.
- Facility use is available at no or low cost.
- A maintenance staff provides quality and responsive grounds keeping services, snow removal and building maintenance as a component of the non-federal match.
- The relationship between the Institute and school staff is ongoing and leverages the proximity of the Institute’s professional expertise to strengthen practice and results of school evaluation informs the work of the Institute in the community.
- Clayton Early Learning administration provides comprehensive services to staff, management and governing boards of Clayton Early Learning through accounting, payroll and fiscal reporting services; a full range of human resources services; and school oversight by the President/CEO and Vice President of Schools. Administrative and managerial services are provided at no charge to the program and comprise a portion of the non-federal match.
- By harnessing the financial strength of Clayton Early Learning, overhead is reduced and federal and other funding streams flow directly into the Head Start programs.
- Organization expertise and knowledge is used to further educate stakeholders on the benefits of high-quality early childhood programs.
- Parents are engaged in conversations about policies that impact their community and are provided opportunities to become actively engaged in advocacy.

Progress Toward Short Term Objectives and Expected Outcomes

- Policy Council reviewed and the Financial, Investment and Real Estate Committee and Board of Trustees reviewed and approved the Clayton Early Learning FY 15-16 audited financials for the year ending June 30, 2016. The report expressed an unqualified opinion on the financial statements, reported no deficiencies or instances of noncompliance and identifies Clayton Early Learning as a low-risk auditee.
- The program committee of the Board of Trustees provided oversight and expert knowledge to guide the direction of the Early Head Start and Head Start programs. Minutes for each meeting are recorded and delivered to the Board of Trustees on a quarterly basis.
- Clayton applied for and received funding from Denver Public Schools for 230 early education slots, inclusive of 32 early childhood special education slots.
- Fiscal systems were reviewed during the annual audit and self-assessment process with no corrective actions required.

**EFFECTIVE
WORKFORCE**

Clayton Early Learning staff will demonstrate the skills, knowledge and dispositions to deliver high quality culturally competent, integrated and comprehensive services.

Innovative Methods

- A collaboration between the University of Colorado-Denver, the Buell Foundation, and Clayton Early Learning provides a unique opportunity for ECE professionals to participate in an in-depth Early Childhood Leadership program, providing graduate level credit and tuition at no charge.
- Through a grant from the Daniels Fund, the Schools and Institute at Clayton Early Learning are collaborating with the University of Colorado-Denver to improve early childhood teacher preparation by implementing a Clinical Teaching program for university early childhood teaching candidates.
- Clayton Early Learning disseminates research and data to improve practice and inform public policy; staff receive training to use data to inform decision making at all levels.
- Clayton Early Learning is piloting a model framework for building effective pathways toward school readiness by integrating data dialogue, reflective inquiry and rigorous evaluation through use of a data utilization coach.
- A sustainable coaching model is used to grow our own teachers, CFEs and coaches in a community of practice.
- A framework that includes monitoring, training, professional learning communities and ongoing coaching to improve quality at community sites state-wide.
- Embedded professional development is a cultural imperative of our schools and includes two weeks of pre-service training and monthly training days.
- Staff receive professional development on the schools' philosophy and systems at each professional development day.
- CFEs enhance their professional tool box by attending monthly Lunch and Learn trainings and

reflective practice groups.

- Support for teachers to meet their professional goals includes onsite advising, tuition and book reimbursement, laptops, and substitutes to attend classes.
- Staff participate in reflective supervision as a means to step back and think about their work with children, families and staff, identify personal barriers impacting their effectiveness and implement plans to improve their performance.
- Clayton I/T systems provide easy access to data, reports and workspaces that facilitate communication and information sharing across teams, on and off site.
- Technology training is integrated into new employee orientation.
- Technology tools including electronic devices such as iPads and laptops along with web-supported databases such as DECA, COPA and GOLD© and hardware such as connected mobile devices improve productivity, data analysis and documentation.
- Clayton Early Learning values distributed leadership and develops and empowers leadership at all levels through reflective practice groups, content team meetings and staff in-service opportunities.

Progress Toward Short Term Objectives and Expected Outcomes

- Tailored individualized professional development plans were co-developed for all staff with their managers.
- Staff received training on the Clayton House Framework for Effective Practice adapted from the National Center on Early Childhood Development, Teaching, and Learning (NCECDTL). The House represents four integral elements of quality teaching and learning: engaging every day interactions with children (the foundation); choosing and implementing a strong curriculum (first pillar); using regular assessment of children's skills (second pillar), and individualized teaching (the roof). When connected with one another, these elements form the structure that nurtures children's learning and development.
- Clayton implemented the training and technical assistance plan included in the current fiscal year's grant applications to the Office of Head Start.
- Clayton will continue partnering with DGKHS in an effort to increase math assessment scores.
- Interdisciplinary communities of practice provided staff with opportunities to reflect on their work with peers and specialists who bring both diverse and broad perspectives. These reflective practice groups are structured with both content and conversation and included reflective leadership; cultural competency; natural environments; health and wellness; early intervention; data analysis team; and a program planning team focused on implementing Clayton Early Learning's three-year strategic plan.
- Structured monthly professional development days provided staff protected time to participate in all-staff meetings, reflective practice groups supervisor essentials, communication, emergent learning, documentation and assessment, social-emotional development and support, learning environments.

- In alignment with 21st Century learning and technology skills, classrooms and home visitors continued to receive iPads and laptops to extend digital learning and technologies.
- In 2015, school supervisors completed a year-long educational leadership program based on the California Professional Standards for Educational Leaders and WestEd's *Moving Leadership Standards into Everyday Work: Descriptions of Practice*. In 2016, the supervisory staff engaged in a year-long professional learning community based on the book, *School Culture Rewired* (Gruenert & Whitaker). This book provides tools, strategies and guidance for assessing and transforming school culture to enrich students' lives.
- A unique partnership with University of Colorado-Denver, funded by the Daniels Fund, continues to place student interns and teacher candidates with clinical teachers, positioning Clayton classrooms as learning labs for early childhood educators
- The Policy Council and Governing Body received training on the Head Start Act and their responsibilities under the Act including Head Start selection criteria, funding applications and self-assessment as well as school readiness and relevant public policy issues.
- Clayton Early Learning was one of six non-profits selected to the Innovators Society by the Community First Foundation. The innovation proposed by Clayton is entitled, *Embedding Mindfulness to Build Resiliency (EMBRACE)*, and will guide teachers in changing their perceptions by re-appraising deficit views of work; coach teachers in mindfulness practice; train teachers in self-regulatory techniques; facilitate supportive peer relationships; and provide opportunities for teachers and parents to learn strategies to build executive functioning together. Clayton received funding to launch a pilot of EMBRACE in 2017.

3. Progress toward Program Impacts

As detailed in Table 1, Clayton Early Learning is progressing (defined by robust evaluation and self and community assessment practices) toward broad program impacts. At the end of the five-year grant period, we will have made the following difference for

...Families:

- Families develop a network supportive of their social, emotional, and parenting needs.
- Families faced with a multitude of challenges/risk factors are more resilient.
- Families have enhanced awareness of their children's optimal growth and development and how to support it.

- Families experience success at working toward and achieving family goals.
- Families move toward self-sufficiency.
- Parents become advocates for and facilitators of their children's learning.

...Children:

- Pro-social skills enable children to relate effectively to diverse populations in their community and build brain capacity for executive functioning.
- Positive approaches to learning are cultivated in all children.
- Through scaffolded instruction, children achieve increasing developmental levels.
- A foundation is laid for long-term success in school and life.

...And the Community:

- Access to and delivery of culturally relevant health and mental health services is improved and disparities reduced.
- Sustainable programming for children and families, with program options that meet community needs.
- Enhanced community involvement and enhanced service provision through collaboration and coordination.

4. School Readiness Goals

No significant changes to the School Readiness goals have occurred since last year's application. To enhance implementation of the School Readiness Plan and to ensure alignment of the plan within the birth to third grade developmental continuum, Clayton hired a Director of

Curriculum and Instruction. Please refer to Sub-Section C for a discussion of School Readiness activities and progress.

Sub-Section B: Service Delivery (Requirements for Continuation Application Narrative)

1. Needs of Children and Families

The most recent comprehensive community assessment was completed in December 2016 by the Denver Office of Children's Affairs for Denver Great Kids Head Start (DGKHS).

Updates include:

- The Colorado State Demography Office estimates that approximately 140,7000 children under age 18, 45,501 age five and younger were living in Denver in 2015. (Community Assessment (CA), p. 20)
- According to latest U.S. Census Bureau estimates, approximately 9,500, or 21%, of Denver children under age five were living in poverty in 2015. The number of young children living in poverty declined dramatically in Denver from 29% in 2013 but increased in 2015. The poverty rate for Denver children is higher than the state average of 17%. (CA, page 13)
- Due to the dramatic drop in the number of children ages four and younger in poverty in Denver, the five EHS and HS grantees collectively served 23% of the eligible population in 2015-2016. Although the gap is closing, the need for service is far greater than Head Start resources alone can meet. Other programs that help serve these and other eligible children include the Colorado Child Care Assistance Program, the Colorado Preschool Program, the Denver Preschool Program, and Denver Public Schools early childhood programs. (CA, p. 8)

- Denver is made up of a majority of children who reported race/ethnicity other than non-Hispanic white. In other words, children of color, mixed race/ethnicity, and others made up 67% (93,700) of the total child population in Denver in 2015. (CA, p. 24)
- The percentage of women receiving early prenatal care in Denver has improved to 81% and, as of 2015, is higher than the state percentage of 80%. However, disparities exist between women of different race and ethnicity. (CA, p. 33)
- The Colorado Department of Public Health and Environment reported 9,361 births to Denver women in 2015. The number of births has declined 2% since 2010. (CA, p. 36)
- In the 2015-2016 school year, approximately 33,650 (37%) Denver Public School students, including early childhood children, were English Language Learners. (CA, p. 58)
- Research shows that economically disadvantaged children have the highest mobility rates of any group. Children of color are more mobile than non-Hispanic white children. Children who did not expect to attend college were 70% more likely to change high schools than their peers who did expect to attend college. In Denver Public Schools, the mobility incidence rate was 19% during the 2013-2014 school year. (CA, p. 62)
- In 2014, the median family (with child) income in Denver was \$60,937 which is \$10,400 more than in 2013. Denver's median family income is approaching the national figure but still below the state median income of \$71,982. (CA, p. 78)
- In Denver the unemployment rate has dropped significantly since the height of the Great Recession. The unemployment rate was 3.7% in August 2015. (CA, p. 78)

- The number of homeless students in Denver has more than doubled since the 2006-2007 school year, with 2,251 students not living in stable housing during 2013-2014. (CA, p. 86)

2. Service Area

There have been no changes to the service area or child care partners.

3. Justification of Proposed Funded Enrollment and Program Options

Clayton Early Learning offers a choice of program options to meet the needs of the community as identified in the Comprehensive Community Assessment. All parents have a choice of the program option that best meets their family's needs. The numbers of slots assigned to program options are reviewed annually to ensure the mix continues to address the interests of eligible families in the broader community context.

Clayton Early Learning is funded to serve 236 Head Start children in its two schools and in the community. In the 2017-18 program year, children and families will be served in five program options (refer to Table 2.) Families requiring additional wrap-around services have the opportunity to receive extended day programming through braided funding streams. The schools are funded through federal, state, local and private revenues, including Temporary Assistance for Needy Families, the Colorado Child Care Assistance Program, Colorado Preschool Program, Denver Public Schools, Denver Preschool Program and private tuition.

Table 2: Clayton Early Learning Head Start Program Options, 2017-18

Location	# Slots	Option	Schedule	OHS Funding
Educare Denver 3751 Martin Luther King Blvd.	48 HS	Full-Day Center-Based Children integrated across 4 classrooms	4 – 5 days per week 7:30 – 6:00 12 months	3.5 hour Head Start day braided with wrap-around funding for a 6.5-10.5 hour day 4 days/week 2 parent/teacher conferences/year July - June
Educare Denver	64 HS	Part-day Children integrated across 4 classrooms	4 days per week 8:00 – 12:00 or 12:30 – 4:30 9 months	3.5 hour Head Start day 4 days/week 2 parent/teacher conferences/year July - June
Educare Denver	72 HS	Home-Based	1 HV per week 2 socializations/mo 9 months	1 Home visit/week (90 minute) 2 Socializations/month 32 Home Visits 16 Socializations
Clayton Early Learning FNE 4800 Telluride St.	37 HS	Full-Day Center-Based Children integrated across 5 classrooms	4–5 days/week FD 7:30 – 6:00 12 months PD 8:00 – 11:30 or 12:30 – 4:00 9 months	3.5 hour Head Start day braided with wrap-around funding for a 6.5-10.5 hour day 4 days/week 2 parent-teacher conferences/year July – June FD September – May PD
Early Success Academy	15 HS	Part-Day Center-Based Children 1 classroom	4days/week 8:00 – 11:30 9 months	3.5 hour Day 4 days/week 2 parent-teacher conferences/year September - May

4. Centers and Facilities

The locations of program options are shown on Table 2; the locations of program options are the same as described in the prior year application.

5. Recruitment and Selection

Clayton Early Learning updated its EHS and HS selection criteria as of 12/10/15 to align with DGKHS Universal Selection Criteria as well as the needs of our community based upon the most recent community assessment data. The criteria are attached.

Clayton Early Learning updated its Enrollment Standard Operating Procedure as of 12/8/16 to include guidance around preventing suspension and expulsion in all programs. Monthly, staff engaged in comprehensive recruitment planning and activities to promote EHS and HS programs available to families and to build a waitlist of eligible children.

6. Transportation

There have been no updates or changes in this category since the last application.

7. Educational Services

Clayton Early Learning EHS home-based programs will implement the Home Visiting Rating Scales (HOVRS) to assess home visiting strategies and parent engagement in home visits and Parenting Interactions with Children: Checklist of Observations Linked to Outcomes™ (PICCOLO) to assess developmental parenting. Coaches will use the HOVRS to observe and coach Child Family Educators to support high quality home visits. Child Family Educators will use PICCOLO to educate parents about 19 research-based behaviors that support healthy child development. Overall, the PICCOLO measure has demonstrated high levels of reliability and validity across several diverse samples and does not require observers to undergo extensive training. Furthermore, the tool can be adapted depending upon the desired purpose, whether

it be program evaluation or parental coaching, making it ideal for programs that seek to positively support and develop the parent-child relationship.

Clayton Early Learning enhanced coordination of services for children with disabilities through adoption of a Multi-Tiered System of Supports (MTSS) data-driven, prevention based framework for improving learning outcomes through a layered continuum of evidence-based practices and systems. Using MTSS in our referral process allows staff to engage in multiple cycles of inquiry to; set interventions, collect data and review progress. Through this process staff have a better understanding of what the concern(s) are and how the child respond to different styles of interventions. The data collected is the most important and vital part of moving to the next step of the referral process.

8. Health

9. There have been no updates or changes in this category since the last application.

10. Family Services and Social Services

There have been no updates or changes in this category since the last application.

11. Early Head Start Specific

This section is not applicable to this application.

12. Transition

There have been no updates or changes in this category since the last application.

13. Coordination

Our quarterly Early Intervention collaboration meetings have been enhanced by the addition of Denver Public Schools special education staff.

Sub-section C: Approach to School Readiness

1. Updates to Approach in School Readiness

There have been no updates or changes in this category since the last application.

2. Progress of Children and Program in Achieving School Readiness Domains

Table 3: Progress and Program Improvements in Achieving School Readiness Domains

1. Social and Emotional Development (Clayton Early Learning Objective: Foster social/emotional health as a foundation for all other learning.)

Progress: Status 2015-2016: 79% of three year old children and 86% of four year old children made growth gains on TS GOLD© Social-Emotional domain which were at or above national expectations.

Program Improvements:

- A Challenging Behavior Workgroup was created. The team of interdisciplinary members, including leaders, teachers and coaches meet twice a month to discuss and plan strategies to support challenging behaviors. The workgroup will reconvene in Spring of 2017. Results from the workgroup increased focused on Conscious Discipline philosophy and classroom social and emotional approach and staff received training on the foundations for high quality learning environments during pre-service 2016.
- Select staff received 8 hours of training on Conscious Discipline during pre-service.
- Staff also received training during pre-service that focused on bringing awareness to their own mental health and the impact that has on their work with children and families. Clayton Early Learning is participating in the Innovators Society through Community First Foundation to address teacher resiliency and build their capacity to develop the secure relationships children need for success in school.
- Clayton Early Learning collaborated with several other agencies and the Denver Early Childhood Council to apply for a four year Project Launch grant. The grant was awarded and will provide enhanced home visitation, family engagement, social-emotional and mental health supports to children, families and ECE professionals in the southwest area of Denver.

- Cultural Competency has explored the topic of bias and engaged in activities to dive deeper into the topic and plan professional development for staff. Training on Implicit Bias was offered to all staff during Preservice Training.
- Educare Denver continued to expand its Touchpoints program. During the summer of 2016 an additional 33 participants were trained, expanding to our Far North East and Community Site staff. 33 staff in the 2016/17 school year
- An interdisciplinary team, the beautiful environments workgroup, meets monthly to strategize on continuously improving the climate and environment of our organization.
- Teachers engage in weekly coaching and work to support social-emotional foundations in the classroom.
- A quarterly early intervention meeting is in place, bringing together representatives from mental health agencies, DGKHS, Denver Public Schools, Clayton staff, and community members in an effort to streamline services and support children and families.
- Home-based CFEs have begun to meet monthly with our Family Liaison for group reflective time to discuss responses to issues of stress, relationships and needs that our families face.

2. Approaches to Learning (Clayton Early Learning Objective: Plan and implement curriculum to support developmentally appropriate proficiency in: Language, literacy, communication; problem solving, social/emotional competence, physical (small/large motor), STEAM and English language acquisition.)

Progress:

- **Growth Status 2015-2016:** Over 85% of three year olds and 83% of four year olds made growth gains on TSGOLD© Mathematics domain which were at or above nationalexpectations.
- For children who were assessed during the Fall, Winter and Spring 2015/16 checkpoints, the following data show percentages of children meeting or exceeding widely held expectations for each developmental domain in Spring 2015/16 as measured by TS GOLD© :
 - Language: 85%
 - Literacy:81%
 - Cognitive: 83%
 - Social/Emotional: 79%
 - Physical: 91%
 - Mathematics:84%

- At Fall 2015/16 checkpoint, the following data show the percentages of all children assessed who are meeting or exceeding widely held expectations for each developmental domain as measured by TS GOLD©:
 - Language: 67%
 - Literacy: 67%
 - Cognitive: 72%
 - Social/Emotional: 64%
 - Physical: 68%
 - Mathematics: 47%
 - ELA: 100%

Program Improvements:

- Curriculum and planning for children’s development was a top focus during pre-service this year. Teachers and Home Visitors engaged in over five hours training on curriculum and planning.
- An interdisciplinary group of teachers, leadership team members, coaches, and the Research and Evaluation team members meet monthly to discuss the curricular approach and determine strategies for supporting its implementation.
- In 2016, the program, in collaboration with Comcast through Comcast Cares Day, planted additional plants and shrubs to enhance outdoor learning environments, replaced mulch with river rock and maintained our Moonbeam and Discovery Gardens. These enhancements allow children to better to nature, create edible landscapes and expand sensory experiences.

3. Physical Development and Health (Clayton Early Learning Objectives: Foster overall health of children and families through improved health, nutrition and physical activity practices; Formulate and adopt a mental health policy for children, families and staff; Identify parents at risk for depression.)

Progress:

- **Growth Status 2015-2016:** 91% of three year old children and 90% of four year old children made growth gains on TSGOLD© Physical domain which were at or above national expectations.
- Fall 2016 data indicated a notable increase in families “significantly at risk” and “at risk” for depression. In Fall of 2016: 76% of parents screened were not at risk for depression (a 10% decrease from last year) 12% screened at risk (a 5% increase from

last year) and 7% screened at significantly at risk for depression (a 4% increase from last year).

- Fourteen percent of families that were contacted after the CESD screener made appointments to see our FLS.

Program Improvements:

- Parents and staff participated in cooking classes for healthy eating through Cooking Matters. Families were given the opportunity to engage in a family centered nutrition and physical fitness curriculum through Denver's Great Kids Head Start. Completed activities through the grant included the integrated nutrition education program (INEP), I Am Moving, I Am Learning demonstrations, and distribution and communication of Heart Smart printouts for the parents of each enrolled preschooler.
- We are connecting families to two geographically proximate Denver Health School-Based Health Clinics – Manual High School, Florence Crittenton, and Evie Garrett Dennis. These clinics can be identified as the family's medical home and provide a child's full comprehensive health services including immunizations, well-child checks, lead screening, pharmacy, and OBGYN services.
- A Denver Health enrollment van was scheduled throughout the year to facilitate families in enrolling, re-enrolling, renewing, and obtaining their enrollment status for CHP+ and Medicaid coverage. Families also have access to Denver Health School Based Health Clinics to facilitate families in enrolling, re-enrolling, renewing, and obtaining their enrollment status for CHP+ and Medicaid coverage.
- Throughout the year families engaged in campus and community wellness to expand their health and nutrition knowledge through interactive activities. Examples included participation in campus farmers' markets, gardening and 5K walks.

4. Language and Literacy (Clayton Objectives: Staff partner with parents to expand their skills in supporting their child's school readiness in language and literacy development; Staff utilize the research base and program language policy to effectively support families in implementing language and literacy strategies.)

Progress:

- **Status 2015-2016:** 84% of three year old children and 86% of four year old children made growth gains on TSGOLD© Language domain; and 83% of three year old children and 79% of four year old children made growth gains on TSGOLD© Literacy domain which were at or above national expectations.

Program Improvements:

- Dialogic Reading trainings are offered to families at least quarterly.
- Clayton program attendance corresponds with richer home language experiences for babies and toddlers. In an external study of our Ready to Read program, parents who participated in our intervention *read to their children significantly more often, with more conversational turns and used evidence-based reading strategies more frequently*. Through partnerships with parents, we are closing the opportunity gap in as little as 6 months.
- Staff at the Educare School are involved in a long-term research project measuring the success of different techniques for impacting Language and Literacy development. The intervention group of the study is in its fifth year of implementing Cradling Literacy. All staff receives training on Dialogic Reading.

5. Cognitive and General Knowledge**Progress:**

- **Status 2015-2016:** 87% of three year old children and 75% of four year old children made growth gains on TSGOLD© Cognitive domain which were at or above national expectations. On average, kindergarten-bound Educare children scored close to the national mean in their school readiness skills as measured by the Bracken School Readiness Assessment with a mean standard score of 95 a standard deviation of 13.2.

Program Improvements:

- Professional development and curriculum mapping supported lesson planning that allowed educators to go deeper into domains.

3. Planned Program Improvements

Program improvements implemented in response to the analysis of child assessment and other data are set out in Table 3, above. To address teachers' concerns about their efficacy in responding to challenging behaviors, a Challenging Behavior Workgroup was created. As an outcome of the workgroup there has been an increased focus school wide on the Conscious

Discipline social/emotional curriculum. In addition during 2016 pre-service Teachers and CFEs received further training on foundations for a high quality learning environment (including a focus on visuals, routines and schedules) The team of interdisciplinary members, including leaders, teachers and coaches meet twice a month to discuss and plan strategies to support challenging behaviors. Curriculum mapping to Teaching Strategies GOLD© has been an ongoing effort for all program options.

Subsection D: Parent, Family and Community Engagement (Continuation Application)

1. Program Long Term Goals, Short Term Objectives and Expected Outcomes

No changes to program Long Term Goals, Short Term Objectives and Expected Outcomes related to family outcomes have been made since last year's application.

2. Data Sources to Support Implementation and Evaluation of PFCE Goals

No changes to data sources to support implementation and evaluation of PFCE goals have been made since last year's application.

3. Program Data Related to Family Progress that Supports Children's School Readiness

Clayton Early Learning revised the program's child family review form to include school readiness goals in each area. This change will connect goals and outcomes on the child family review to the overall school readiness goals for families and staff.

The program engages families in data dialogue with one another at parent meetings on topics such as school-family communication, attendance, school readiness and family engagement.

In preparation of fall and spring parent/teacher conferences, the research and evaluation team meets with each classroom teaching team to discuss child assessment data. The purpose of these meetings is to explore within child trends, develop initial strategies to be used to support each child's learning and development within the context of the classroom, and to discuss how these results can be shared with families with the assistance of the parent feedback letters prepared by the research and evaluation department.

Following each checkpoint in our ongoing assessment, TSGOLD©, our teachers meet with families either at the school for a Parent Teacher Conference or at the home of the family for a Home Visit. Teachers prepare for these meetings by reviewing the results of the assessment and use the information to prepare the Family Conference Form which is the primary focus of the meeting. The dialogue includes a snapshot of the areas in which the child is excelling as well as areas for future growth and support. Goals and strategies to be used at school and/or home are planned in collaboration with the family. Subsequently, the teacher and family review previous goals to inform the next goal setting process.

4. Communicating Progress Toward the PFCE Goals with Families

- Each Parent Committee meeting begins with announcements about upcoming events and updates from last month's meeting.
- Clayton Early Learning program specialists attend meetings to promote upcoming events and put these events in the context of the overall program design and services.

- At the beginning of the year, parents learn about program governance and the different roles of the Parent Committee and the Policy Council.
- Representatives from Denver Public Schools are invited to talk about kindergarten enrollment processes and deadlines and school readiness. Clayton Early Learning held a school readiness fair at each school and for all program options in November.
- School Readiness Goals are shared and discussed at Parent Meetings on a regular basis.
- Program staff share information about the various kinds of data the program collects, how the data is used in programming and continuous improvement, and progress being made.

Sub-Section E: Governance, Organizational and Management Structures and Ongoing

Oversight (Continuation Application)

a. Board and Policy Council

The roles or responsibilities of the Board and Policy Council described in last year's application have not been changed.

b. Organizational Chart

Clayton Early Learning implemented a reorganization of the leadership structure during 2016. By aligning our programmatic approaches with our strategic plan, these changes will improve internal collaboration and leverage the strength and quality of our programs to meet our mission. Moreover, this structure will better support the growth of our organization into the future and allow Clayton to better serve the early childhood education community. To

accomplish this, we redistributing our existing seasoned team to fully utilize their talent and experience and support continuity within the program. Each new director has a minimum of a Master's degree in a related field and all have extensive experience in the field. A copy of the organizational structure is attached.

Dr. Rebecca Soden accepted the new role of Chief Program Officer where she now oversees the Educational Services and Research & Evaluation teams at Clayton. Since joining Clayton Early Learning in 1998, Rebecca has played an integral role in the implementation of many of the programs and services offered by Clayton. With Rebecca in this role, we are leveraging her tenure and hands-on experience with all Clayton programs, including EHS/HS, to support our growth, alignment of programs, strengthening of our partnerships and expanding our reach throughout Colorado and beyond. Until such time as we hire a Vice President of Educational Services, she has assumed the role of EHS/HS Director. The Educational Services team will be led by the following individuals:

Michelle Mackin Brown – Director, Family Engagement (overseeing EHS/HS family support services)

Shelly Anderson – Director, Curriculum & Instruction (overseeing EHS/HS educational services)

Paula Smith – Director, Community Partnerships (overseeing EHS/HS comprehensive services and directing the EHS-CCP)

Wendy Allen – Director, Buell Early Childhood Leaders Network

Lynn Andrews – Senior Director, Strategic Initiatives

Dr. Sheridan Green has assumed the role of Vice President, Research & Evaluation. Sheridan has been working with Clayton either directly or through collaborative partnerships for over a

decade. This will be her fourth year of leading the Research and Evaluation Agenda for Clayton Early Learning. Reporting to Sheridan are:

- Open – Director, Implementation Research
- Diana Mangels – Director, Research & Evaluation

Finally, in response to the growing demand for highly qualified professionals in the field of early childhood education, we are launching a Learning & Talent team which I will be leading. As Senior Vice President of this new team, Cathy McCarty will oversee the recruitment, retention and development of employees throughout the organization. Supporting this work, Charmaine Lewis will assume the role of Senior Consultant and will collaborate with program teams to recruit, retain and lead the development of a diverse and skilled early childhood workforce. Our decades of experience with Early Head Start and Head Start will continue to support quality programming as we deepen our professional development work with Clayton staff.

Staff Qualifications or Competencies

Table 4 presents an update of staff qualification or competencies for specified groups.

Table 4: Updates of Staff Qualifications or Competencies

Staff	Updates of Staff Qualifications or Competencies
HS/EHS Directors	Chief Program Office is serving as the HS/EHS Director.
Education and Child Development	Hired an Director of Curriculum and Instruction with a master’s degree in Early Childhood Educational Leadership.
Health Services	No changes from last year’s application.
Nutrition Services	No changes from last year’s application.
Mental Health Services	EI Specialist and a lead teacher will attend Conscious Discipline Institute 2.
Family & Community Partnership	One prenatal to three CFE and one mentor coach are working on their Infant Mental Health Endorsements.

Staff	Updates of Staff Qualifications or Competencies
Parent Involvement Services	No changes from last year's application.
Disability Services	EI specialist is working towards an Infant Mental Health Endorsement.
Fiscal Staff	No changes from last year's application.

c. Management Systems

Clayton Early Learning has developed comprehensive written plans, policies, and procedures related to program design, organizational structure, service delivery and the tracking of data and documents. These efforts include written program goals and objectives, work plans, the employee handbook, the parent handbook, the supervisors' handbook, the Clayton Standard Operating and Fiscal Policies and Procedures Manual, and forms to improve the documentation and tracking of services. These systems and documents guide the program in planning and assure the Head Start Performance Standards are met. There have been no major changes to the management systems for planning, communications, record-keeping and reporting, ongoing monitoring and self-assessment described in last year's application.

The most recent **self-assessment**, using the OHS HSKI-C Monitoring Protocol was completed in December 2016. The assessment produced the following strengths and recommendations.

Key Performance Area: Program Governance

Key Indicator-Compliant (HSKI-C) #1-5

The program has established a Policy Council elected by parents of currently enrolled children whose membership is composed of a majority of parents of children currently enrolled in the program as well as members of the community served by the Head Start agency.

Members of the governing body and the Policy Council receive appropriate training and technical assistance to ensure that they understand the information they receive and can provide effective oversight of, make appropriate decisions for, and participate in programs of the Head Start agency.

The governing body is responsible for required activities and makes decisions pertaining to program administration and operations, including selecting delegates and service areas; establishing procedures and criteria for recruitment, selection, and enrollment; reviewing all applications for funding; and establishing procedures for selecting Policy Council members.

The Policy Council approves and submits decisions about identified program activities to the governing body.

Governing body and Policy Council members regularly receive and use information or reports about program planning, policies, and operations.

Strengths:

- Families and programs were well represented in Policy Council. During the 2015-2016 Program Year, our Policy Council elected 12 representatives including individuals from Prenatal, School-Based Head Start & Early Head Start, and Community EHS and HS.
- Policy Council roster confirm that the majority of the members are parents of children currently enrolled in the Head Start programs (including delegate agencies) and at least one member is from the at-large community served by the program or any delegate agency.

- Families of currently enrolled children are engaged in the election process and annually elect members of policy council.
- Policy Council receives a group training and a guide on the foundational principles of Head Start such as the Delegate and Grantee System, finances, expectations, responsibilities and overall program expectations.
- Policy Council members select representatives for the delegate council through Denver Great Kids Head Start. Members also have the opportunity to attend the delegate council training annually as well.
- Interviews indicated that the Council was kept informed throughout the year of the many recruitment opportunities through regular updates from the Admissions Specialist. Council members were also provided recruitment materials and were invited to different recruitments event to support recruitment for the program.
- On a monthly basis, comprehensive ERSEA reports are created to monitor enrollment, attendance, recruitment, PIR data.
- Policy Council members receive regular information about the budget and can speak to it in detail.
- Policy Council members are able to attend conferences and training opportunities. There is a budget line item to support registration fees.
- Monthly, members hear from specialists, mentor coaches and other staff to discuss program data from the different program options. This allows members to discuss challenges and interdisciplinary work and discuss solutions that benefit the entire program.

Areas of Non-Compliance: None

Recommendations for Improvement:

- Consider expanding the opportunities for additional community members engaging in Policy Council.
- Provide additional opportunities for potential policy council representatives to learn about Policy Council beyond the meeting prior to elections.
- Continue to explore new strategies for program recruitment, selection and Policy Council membership.
- Review the times and dates of Policy Council meetings with members to ensure the time meets the need of the majority and support increased attendance.
The meeting is on the first Thursday of every month which is too early to review data from the previous month. Data that is reported is typically behind a month due to the meeting date and the time it takes to pull data from the month that just ended.

Key Performance Area: Management Systems

Key Indicator-Compliant (HSKI-C) #6-11

At least annually, the program conducts a Self-Assessment of program effectiveness that assesses progress in meeting local program goals and objectives and evaluates program compliance with Federal requirements and results in improvement plans.

The program established and implements procedures for the ongoing monitoring of its operations and services to ensure compliance.

The program develops and implements written standards of conduct that are available to all staff and contain provisions for appropriate penalties when violations occur.

Prior to employing an individual the program obtains a federal, state or tribal criminal record check covering all jurisdictions in which it provides Head Start services to children.

The program establishes and maintains a record-keeping system that supports the delivery of services to children and families.

The program publishes and makes available to the public an Annual Report that contains an explanation of the budgetary expenditures and proposed budget for the fiscal year and an explanation of the agency's efforts to prepare children for kindergarten.

Strengths:

- Program has an annual self-assessment process that is organized, thorough, and includes many different voices.
- Interdisciplinary work is a value and strength of Clayton Early Learning. This was evident throughout the interviews that a collaborative process is in place to ensure systems are followed by all employees.
- Program data is drawn from a variety of sources and goals are set as a result of the self-assessment which are used across various domains. The self-assessment, program data,

strategic plan, and child outcome data are aligned goals within Clayton Early Learning does.

- Clayton Early Learning holds high expectations for staff conduct and offers employees many individualized and systematic levels of support in a strength based fashion. A standard of conduct protocol is also in place.
- A Criminal Background Investigation report is requested prior to employment.
- There is a published annual report that is distributed by various means for the public to review.

Areas of Non-Compliance: None

Recommendations for Improvement:

- Create a systematic orientation process for all new employees to ensure compliance and consistent expectations.
- Improve systems for reviewing, monitoring, and updating data systems on a continual basis. Communicate clear expectations for those entering and reviewing data systems to increase accountability for accurate data.
- Continue to work on a process to ensure all paperwork is filed and updated in comprehensive files in a timely manner.

Key Performance Area: Fiscal Integrity

Key Indicator-Compliant (HSKI-C) #12-16

The grantee's financial management systems provide for effective control over and accountability for grant and sub-grant funds, property, and other assets and ensure they are used solely for authorized purpose.

Financial reports and accounting records are timely and complete and contain accurate information pertaining to grant or sub-grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays (total expenditures), income, and interest.

Original time records are prepared and properly signed by the individual employee and approved by a responsible supervisory official, and an appropriate methodology was used to allocate salaries among Head Start and other programs.

The grantee can demonstrate that all contributions of non-Federal share (NFS), including cash and third-party in-kind are necessary and reasonable for accomplishing program objectives, allowable under applicable cost principles.

The grantee has safeguarded equipment purchased using Head Start funds by maintaining complete and accurate equipment records, verifying the accuracy of records by conducting a physical inventory, and following disposition requirements.

Strengths:

- The audit indicated no findings.
- The fiscal team is dedicated to timeliness and accuracy of monitoring and reporting. All fiscal deadlines were met.
- The fiscal team is fully staffed which supports the commitment to a quality fiscal system.

Areas of Non-Compliance: None

Recommendations for Improvement:

- Enhance communication and the timeliness of communication regarding fiscal changes and/or processes with all employees.

Key Performance Area: Comprehensive Services & School Readiness

Key Indicator-Compliant (HSKI-C) #17-27

The program has established procedures for tracking the provision of Health services.

The program ensures that a Health staff member visits each newborn within 2 weeks after birth to ensure both the mother's and the child's well-being.

The program provides educational opportunities for parents to enhance their parenting skills that include an understanding the educational and developmental needs of their children and sharing concerns/observations about their children with program staff.

Program staff educates parents about how to strengthen and nurture supportive environments and relationships in the home and at the program; identify appropriate responses to children's behaviors; encourage parents to share concerns and observations about their children's mental health; and share observations with parents regarding their children's behavior and development.

The program makes provisions for Mental Health program services for parents and staff.

The program coordinates with and has current Interagency Agreements in place with Local Education Agencies (LEAs) and other agencies (Part C) within the service area.

The program has a system and processes in place to track, use, and report progress on school readiness goals.

The program selects and implements a curriculum that is evidence based and is linked to ongoing assessment, with developmental and learning goals and measurable objectives.

The program uses information from ongoing observations/evaluations, and insight from parents, to determine how best to respond to each child's individual characteristics, strengths, and needs.

The program has secured the services of a mental health professional, including on-site consultation for program staff and families that provides for timely identification and interventions to address children's mental health concerns.

The program hires teachers with the required qualifications, training, and experience.

Strengths:

- Teams are committed to upholding the Head Start performance standards. Program plans have been developed for each content area to outline program activities that meet HS requirements.
- During the interview process of randomly selected staff, individuals across the program were aware of policies and procedures.
- One parent interview indicated there is ongoing communication regarding their child's progress, goals, and supports for home and school.
- Parent /Teacher conferences and home visits are conducted to provide information to families and gather information about what families feel and think about their child's development.
- Parents are informed and involved in the development of child goals.
- Staff demonstrates a huge respect for parents as their child's first teacher, evidenced by the many ways they partner with families.
- The program has developed a "Family's Guide" to IFSP/IEP referral packet to support family engagement in their child's early intervention process.
There is an organized process and system for all health services.

Areas of Non-Compliance: None

Recommendations for Improvement:

- Strengthen systems to make interdisciplinary work and communication more effective and efficient.
- Improve the frequency of mental health services and visits to HS classrooms to meet the needs of individual children.
- Continue to collaborate with parents and community agencies to receive IEP's/IFSP's prior to enrollment and/or in a timely manner.
- Continue to further develop new staff orientation process.
- Ensure that prenatal visits are updated by the staff member who went to the visit. Include more information regarding status of referral in case notes.

Key Performance Area: Health and Safety

Key Indicator-Health and Safety

Improve and maintain health and safety practices that provide a quality early care and education setting.

Strengths:

- Age appropriate materials throughout both schools.
- Emergency bags well equipped.
- Child Teacher ratios exceed HS expectations.
- Work order system is effective at both schools.

Areas of Non-Compliance: None

Recommendations for Improvement:

- Continue to improve health and safety processes including drills and communication in emergency situations.

Ensure all staff is aware of and implement the bottle feeding protocol for infant and toddler classrooms.

EXHIBIT B

Section II. Budget and Budget Justification Narrative

Table 5: FY 2017-18 Budget and Narrative

	HS	COLA	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Operating Revenue						
CO Child Care Assistance Program			\$ 304,000			
Parent Co-Pays			\$ 25,000			
Private Tuition			\$ 100,000			
Colorado Preschool Program/DPS Funding			\$ 329,130			
Colorado Adult & Child Food Program			\$ 45,000			
HS Federal Grant	\$ 1,395,640	\$ 25,246				Federal Base Grant Funding
HS Quality Teaching	\$ 22,300					Federal Base Grant Funding – in our intent to fund letter, DGKHS has included \$22,300 of base grant funding to continue quality teaching/staff retention efforts.
HS Training T&TA	\$ 6,885					
Total Revenue	\$ 1,450,071					
Expenditures						

	HS	COLA	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Salaries and Wages	\$ 898,388	\$ 18,682			\$ 17,840	83 Staff. Clayton Early Learning will not use any funds appropriated through subsequent contracts for Head Start services to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II, which is currently set at \$185,100 and that is subject to change. The quality teaching funds will support coaching and professional development personnel.
Fringe Benefits	\$ 233,635	\$ 6,564			\$ 4,460	26% of payroll including health, dental, life, and AD&D insurance; short and long-term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(K) retirement
Out of Town Travel	\$ 4,000					Out of town travel for staff attendance at Educare network meetings; Head Start; regional and national conferences
Supplies						

	HS	COLA	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Office Supplies	\$ 10,000					Office supplies; copier paper and printer cartridges; consumables; and forms
Child Services Supplies	\$ 8,705					Curricular and classroom supplies and equipment, assessments and screening tools, and books.
Food Services Supplies	\$ 1,500					Supplies offset by USDA reimbursements
Health & Safety Supplies	\$ 8,500					Toothbrushes and toothpaste; gloves; first aid, diapers and other medical supplies
Family Services Supplies	\$ 4,000					Parent meeting and event supplies including food, consumables, materials and books
Janitorial Supplies	\$ 10,000					Paper towels, bathroom and facial tissue, seat covers, cleaning supplies and laundry, hand and dishwasher soap
Maintenance Supplies	\$ 7,500					Supplies to maintain, repair and improve the facility and its contents
Other Supplies	\$ -					Other supplies
Contractual						
Temporary Employee Services	\$ 8,000					Temporary employees, substitutes, and other services as needed

	HS	COLA	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Legal & Accounting	\$ 0					Cost of OMB A-133 independent audit; legal services as needed
Health/Disabilities Services	\$ 17,500					Consultation services including nutrition and health through Denver Health & Hospitals and Children's Hospital; disability and mental health services through Creative Healing and Denver Children's Advocacy Center
Community Contracts	\$ 37,500					15 preschool slots at Early Success Academy
Family Child Care	\$ 100					Childcare provided to families to support participation in events and meetings
Janitorial	\$ 20,388					Contract cleaning services
Trash	\$ 3,000					Trash removal services
Security Services	\$ 6,000					Security services
Translation	\$ 500					Translation of program documents and communications for Limited English Proficiency families and translators for meetings

	HS	COLA	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Payroll Services	\$ 5,000					Third party vendor services to include payroll processing, reporting, and W-2's; human resources database
Quality Ratings	\$ 0					Quality Ratings including Qualistar, NAEYC and other Quality Ratings
Other	\$ 0					Other contracts and consultants
Other						
Utilities	\$ 30,000					Gas and electric
Water & Sewer	\$ 4,000					Water and sewer
Building Maintenance and Repair	\$ 20,000					Maintenance and repair including carpet and window cleaning; sewer repair; commercial equipment and HVAC repairs; inspections and exterminating expenses
Grounds Maintenance	\$ 7,300					Maintenance to grounds, including lawn maintenance, snow removal, playground maintenance, other maintenance as needed
Permits & Licenses	\$ 990					Variety of business use permits and licenses
Vehicle Maintenance	\$ 1,500					Fuel, vehicle registration, repair and other transportation needs

	HS	COLA	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Local Travel	\$ 10,000					Staff mileage at an internally set rate
Field Trips & Socializations	\$ 250					Field trips
Parent Education	\$ 500					Activities and materials to engage families; Family Resource Library equipment and materials; parent subscriptions; speakers and training fees
Publications & Subscriptions	\$ 500					Publications including professional journals; books; magazines and research literature
Printing	\$ 1,100					Parent brochures and recruitment expenses
Training & Staff Development				6,885		Training and professional development expenses – see training plan
Policy Council	\$ 4,000					Meeting and related expenses to include transportation, food and childcare
Meetings	\$ 100					Materials and supplies
Postage & Shipping	\$ 500					Postage and shipping

	HS	COLA	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
Membership, Dues & Fees	\$ 2,500					Web-based database systems; Mountain States Employers Council; and other professional affiliations
Catering & Refreshments	\$ 6,000					Catering and refreshments for meetings
Communication & Marketing	\$ 1,000					Communication and marketing for recruitment
CML & Child Liability Insurance	\$ 18,660					Property, liability, umbrella, auto, sex abuse, volunteer and student accident, employee dishonesty and D&O insurance
Bank Fees & Charges	\$ 0					Fees for processing credit/debit card payments
HR Expenses	\$ 3,500					Position advertisements; physicals; criminal background check costs and other hiring expenses
Technology	\$ 21,324					Computer licenses; network and hardware/software purchases; IT support; website development and system maintenance, and copier maintenance and rental
Total Expenditures	\$ 1,395,640			\$ 6,885	\$ 22,300	

	HS	COLA	HS Non-Federal Revenue	T&TA	Quality Teaching	Narrative
COLA	\$ 25,246					
T&TA Training	\$ 6,885					
Quality Teaching	\$ 22,300					
Total Expense	\$ 1,450,071					
Non-Federal Share						
Depreciation	\$ 139,958					32,800 square feet of classroom, office and storage space divided appropriately between EHS and HS
Colorado Preschool Program, Mill Levy, ECARES	\$ 222,560					Allocation of slots for children birth to three
Total Non-Federal Share	\$ 362,518					
% Non-Federal Share	25 %					
Total Program Budget	\$ 1,812,589					

Supporting Documentation



Eligibility Selection Criteria for Enrollment in Early Head Start and Head Start

Eligibility

1. Categorically Eligible (50 points)
 - a. Homeless
 - b. Foster Child/Kinship
2. Income Eligible
 - a. 100% or below Federal Poverty Level (40 points)
 - b. TANF/SSI Recipient 101%-115% Above Federal Poverty Level (0 points)
 - c. 116%-130% Above Federal Poverty Level (-5 points)
 - d. 131% and up above Federal Poverty Level (-10 points)

Community Needs

3. Teen parent at birth of first child (10 points)
4. Family has special health circumstances (2 points)
 - a. Parent health/mental health issues
 - b. Child lacks health insurance

c. Parent is disabled

5. Special Family Circumstances

a. Single parent family (15 points)

b. Refugee (15 points)

c. Incarcerated parent (5 points)

d. Both parents working/ in school full-time (5 points)

e. No GED or no high school diploma (5 points)

6. Intimate Partner Violence (5 points)

Special Needs*

7. Child has a special need suspected or has special need (paperwork needed) and is transitioning to Head Start without IEP (7 points)

8. Child has confirmed special need (paperwork needed) (14 points)

*Points are given if program is under 10% of their children identified with special needs.

* If not applicable, placement is then determined by developmentally appropriate environment for the child.

Child/Family Status

9. Child is 4-5 Years of Age (10 points)

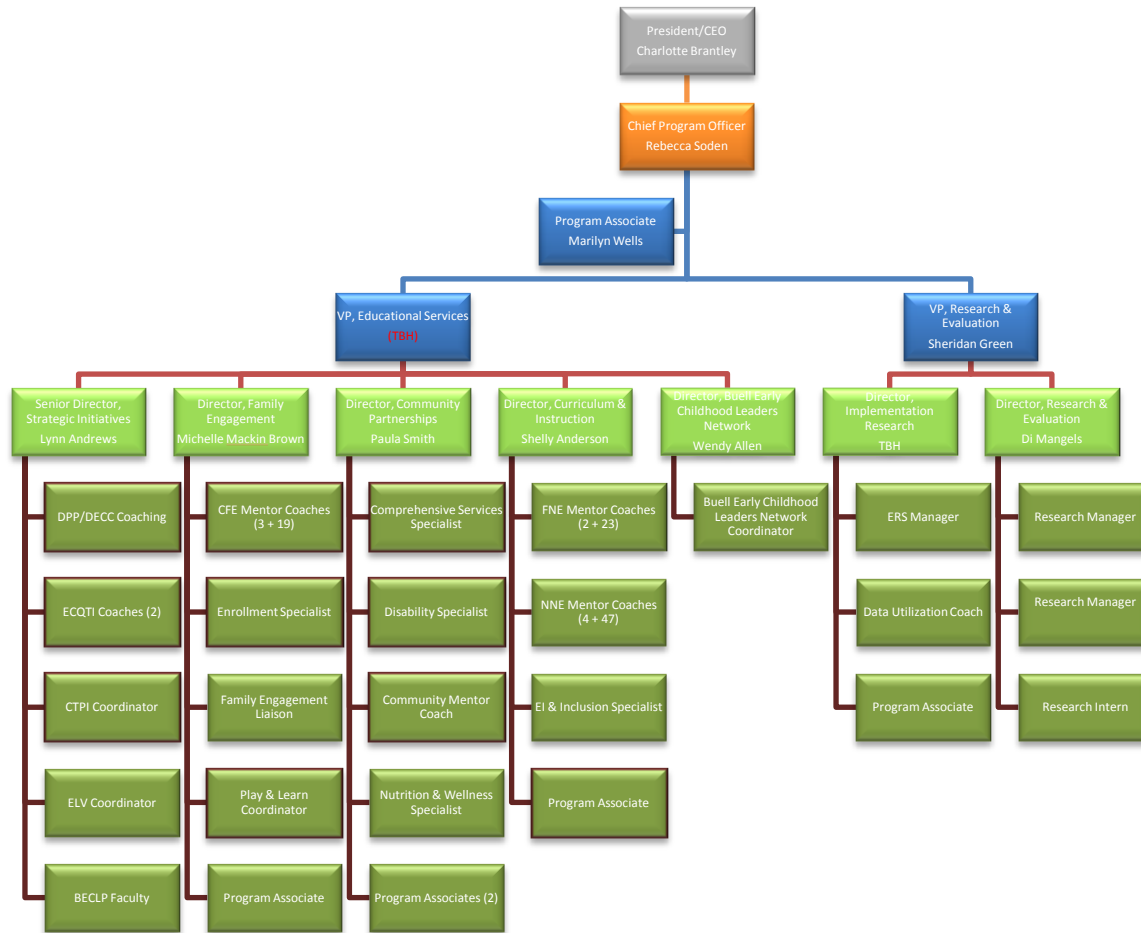
10. Current Early Head Start child (12 points)

11. Child is transitioning from another Head Start program (10 points)
12. Sibling is currently enrolled in Clayton Early Learning (10 points)
13. Previous Clayton Early Learning Early Head Start or Head Start child (10 points)

Additional Prenatal Program Criteria

14. Parent lacks health insurance (2 points)
15. Parent diagnosed as a high risk pregnancy (2 points)
16. Parent has had previous high risk pregnancy (2 points)
17. Substance Abuse (smoking, including second hand smoke, alcohol, drugs) (2 points)
18. History of depression, currently receiving treatment for depression (2 points)
19. Mother's first language is not English (2 points)
20. Currently not receiving prenatal care (2 points)
21. Parent in last trimester of pregnancy (2 points)
22. First time parent (2 points)

Attachment - Organization Chart 1



2017-18 Clayton Early Learning Staff Calendar

- Jul. 4: Independence Day
- Aug. 21–Sep 1: PD & Pre-Service; All Staff Return
- Aug. 31: Performance Appraisals Due to HR
- Aug. 31: 401(k) Quarterly Update Meeting
- Sept. 4: Labor Day
- Sept. 5: First Day of School and Play & Learn
- Sept. 9: Xcel Energy Day of Service
- Sept. 11: First Day of Home Visits
- Sept. 15: Moonbeam Harvest **EARLY SCHOOL CLOSURE at 3:00**
- Oct. 27: All Clayton Planning & Professional Development
- Nov. 20-21: Parent & Teacher Conferences
- Nov. 22: Planning Day
- Nov. 23-24: Thanksgiving Break
- Nov. 30: 401(k) Quarterly Update Meeting
- Dec. 8: Celebration of Culture **EARLY SCHOOL RELEASE at 3:00**
- Dec. 21: Winter Break **EARLY SCHOOL RELEASE AT 3:00**
- Dec. 22–Jan 5: Winter Break
- Jan. 15: Martin Luther King Day
- Feb. 2: All Clayton Planning & Professional Development
- Feb. 16 & 20: Teacher Home Visits
- Feb. 19: Presidents’ Day
- Mar. 2: 401(k) Quarterly Update Meeting
- Mar. 26–30: Spring Break
- Apr. 2: All Clayton Planning & Professional Development
- May 4: Last Day of Preschool Home-based Services
- May 11: Last Day for Preschool Home-based CFEs
- May 17-18: Parent & Teacher Conferences
- May 28: Memorial Day
- May 24: Last Day of Part-Day Services
- May 25: Last Day for Part-Day Teachers
- Jun. 1: Last Day for Part-Day CFEs

July 2017 FD 19

S	M	T	W	T	F	S
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16	17	18	19	20	21	22
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August 2017 FD 14

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September 2017 FD 19 PD 15

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October 2017 FD 21 PD 18

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November 2017 FD 17 PD 14

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December 2017 FD 15 PD 12

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January 2018 FD 16 PD 13

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February 2018 FD 16 PD 14

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March 2018 FD 17 PD 13

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April 2018 FD 20 PD 16

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May 2018 FD 20 PD 17

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20	21	22	23	24	25	26
27	28	29	30	31		

June 2018 FD 21 PD 01

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

★ : Pay Dates in Red
 ★ : Timesheets Due in Blue
 # Class Days: Full Day (FD) 215; Part Day (PD) 129

★ : 45 Day and 90 Day Initial School Year Screenings
 □ : Special Dates

: Policy Council
 : Parent Committee
 : School Break
 : Early Release - Schools

: Clayton Closed
 : No Student Day
 : Clayton-wide PD
 (# All Clayton PD Days – 6)

DEFINITIONS: Schools = School-based, Home-based, Community-based Options, Play & Learn
 Early School Closure = Schools are closed early for children, families and staff
 Early School Release = Schools are closed early only for children & families, staff work as scheduled



2017-18 Clayton Early Learning Staff Calendar

V3.6.17

Please be advised that changes to the calendar may occur during the 2017-2018 year.

FNE		Educare	
Vision/Hearing/Speech Screenings	Dental Screenings	Vision/Hearing/Speech Screenings	Dental Screenings
Aug. 3	Aug. 14	Aug. 1	Aug. 16
Sep. 7	Sept. 14	Sep. 5	Sept. 12
Sep. 11	Oct. 13	Sep. 6	Oct. 10
Oct. 17	Nov. 16	Oct. 18	Nov. 15
Nov. 28	Jan. 9	Nov. 30	Jan. 10
Dec. 19	Feb. 23	Dec. 20	Feb. 27
Feb. 6	Apr. 5	Feb. 1	Apr. 4
Mar. 19	May 29	Mar. 14	May 22
May 11	Jun. 19	May 8	Jun. 14
Jun. 26		Jun. 20	

GOLD Data Finalization Checkpoints	Pre and Post Screening Dates
Summer August 10	CESD/ASQ/ESI/DECA/ Family Strengths Assessment
Fall October 27	Fall Oct. 6 - 20
Winter February 2	CESD/ DECA/ Family Strengths Assessment
Spring May 11	Spring Apr. 10 - 24

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

School Staff Events/Dates		First Aid/CPR Certification Training
Jul. 7	Make-Up HB Home Visits (EHS)	Jul. 27
Aug. 21	School Staff Return	Aug. 10
Aug. 21- Sept. 1	1 st Home Visits (School Families)	Aug. 17
Nov. 17	Make-Up HB Home Visits	Sep. 21
Nov. 20 & 21	1 st School Parent and Teacher Conferences HB Home Visits	Oct. 19
Dec. 1	Make-Up HB Home Visits	Nov. 16
Dec. 15	Supervisor File Audits	Dec. 14
Dec. 15	Make-Up HB Home Visits	Jan. 25
Jan. 19	Make-Up HB Home Visits	Feb. 22
Feb. 16 & 20	2 nd Home Visits (School Families)	Mar. 22
Feb. 23	Make-Up HB Home Visits	Apr. 19
Apr. 6	Make-Up HB Home Visits	May 31
May 4	Supervisor File Audits	
May 17 & 18	2 nd Parent and Teacher Conferences (School Families)	

Fall 2017 Data Collection Activities		Spring 2018 Data Collection Activities	
9/18	Start of Fall 2016 Data Collection	2/26	HIPPY: Start of Spring 2017 Data Collection
10/10	Parent Interviews Distributed to CFEs	3/5	ELN & FNE: Start of Spring 2017 Data Collection
11/1	Parent Interview Deadline	4/9	ELN & FNE: Parent Interviews
11/8 - 11/10	ELN & FNE: Data Sharing with CFEs	4/23 - 4/27	HIPPY: Data Sharing with CFEs
11/9 - 11/17	ELN & FNE: Data Sharing with Instructional Teams	4/27	ELN & FNE: Parent Interview Deadline
12/4 - 12/15	HIPPY: Data Sharing with CFEs	4/23 - 4/27	HIPPY: CFEs share data with families
12/4 - 12/15	HIPPY: CFEs share data with families	4/30 - 5/1	ELN & FNE: Data Sharing with CFEs
		5/7	Annual Staff Surveys Distributed via email
		5/7 - 5/16	ELN & FNE: Data Sharing with Instructional Teams
		5/25	Annual Staff Surveys Due

Exhibit D
 Denver Great Kids Head Start
 Program Year 21 Report Schedule

	Report Name and Description	Due Date
Family Services	Policy Council Delegate Report; Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	Program Information Report (PIR); Annual ACF Report	August 15, 2017
	Abbreviated PIR;	December 15, 2017 and March 15, 2018
	Enrollment and Attendance Report (Head Start data for Management Information System); Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior
Financial	Variance Report; includes spending categories of federal and non-federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,000.00 charged to Head Start.	Last business day of each month for the previous month
	USDA Reimbursement Report; Report of reimbursement from USDA for Head Start Children only.	Last Business day of October, January, April and July
	USDA / CACFP Compliance Review Report	Within 30 days of receipt
	Administrative and Development Costs; Report by category of all administrative and development costs.	Last Business day of October, January, April and July
	Program Budget PY 20; HSES upload of Program Year 20 budget.	February 9, 2018
	Single Audit Report; Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	Inventory Report with Certification of Physical Inventory; Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2017
	Certificate of Insurance; Accord Insurance form designating appropriate insurance coverage.	May 30, 2017
Budget Projection; Month by month spending forecast by designated categories.	July 31, 2017	
Grantor Admin Reports for Delegate Agencies	Monitoring Reports/Plans; Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	Mid-Year PIR & questions; Tracks progress on key Head Start Metrics	2 times a year; December 15th and March 15th
	Head Start Annual Report; Head Start requirement	Due in December
	Policy Council Minutes; Approved Policy Council minutes in English and Spanish	Last business day of month following meeting
Education	Teacher Qualifications Report; Report Education Levels of Teaching Staff.	December 15 & March 15
	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, 2017, February 22, 2018 and June 28, 2018

Exhibit D
 Denver Great Kids Head Start
 Program Year 21 Report Schedule

Delegate Admin Reports for Grantee	Self-Assessment; Self-Assessment Plan, findings, analysis and action plans	January 30, 2018
	Policy Committee/Council Members Rosters; Policy Committee/Council rosters and appointments to DGKHS Policy Council submit to Family Services Director and Office Manager	When replacements, upon elections
	Policy Committee/Council Minutes; Approved Policy Committee/Council monthly minutes submit to assigned delegate agency liaison	Last business day of the month following meeting
	Delegate Grant Application; For funding purposes	January 30, 2017
	Final Grant Application, Budget, and GABI; Constitutes basis of funding request	April 1, 2018
	Personnel; Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July
	Criminal Records Check; Report on criminal records check dates for all Head Start staff.	September 1, 2017 and January 1, 2018
	DPS ID Spreadsheet; Provide a name list of all enrolled children, including address and the DPS ID number.	October 30, 2017

Vendor Agency Special Reports	Classroom Contact Hours; Tracks level of services to Head Start Children	monthly; end of month
	Abbreviated PIR; Health/Dental Screenings and follow up and Staff and Parent Training Report; Head Start requirement to track health metrics for PIR and for staff training efforts	monthly; end of month

Health Services	<p>Health Services Data from Program Information Report (PIR)</p> <ul style="list-style-type: none"> • Determination of child health status within 90 calendar days of program entry • Number of children with Medical Home • Children’s health insurance status • Determination of status per EPSDT program schedule • Number of children diagnosed with chronic condition needing medical treatment, and number of children who have received treatment • Screening for developmental, sensory, and behavioral concerns within 45 calendar days of entry to the program. • Number of children who received medical treatment for chronic conditions (i.e., anemia, asthma, hearing difficulties, vision problems, high lead levels, diabetes) • Body Mass Index by weight (i.e., underweight, healthy weight, overweight, obese) • Number of children up to date on immunizations, number of children who have not received immunizations, number of children who met state guidelines for exemption. • Number of children with continuous accessible dental care provided by a dentist • Number of children who have completed a professional dental exam. 	August 15, 2017; December 15, 2017; March 15, 2018
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Exhibit D

Denver Great Kids Head Start
Program Year 21 Report Schedule

Mental Health Services	Mental Health Services Data from Program Information Report (PIR) <ul style="list-style-type: none">• Average total hours' mental health professionals spend on site• Number of children served by a mental health professional• Number of children for whom mental health professional consulted with program staff, and parents or guardian• Number of children for whom mental health professional provided mental health assessment• Number of children referred for mental health services outside of Head Start.	August 15, 2017; December 15, 2017; March 15, 2018
Disabilities Services	Disabilities <ul style="list-style-type: none">• Number of children enrolled in the program who have an Individualized Education Program (IEP).• Number of children enrolled with an IEP developed <i>prior</i> to enrollment into the Head Start program.• Number of children enrolled with an IEP developed <i>during</i> the enrollment year.• Number of children diagnosed and receiving services for each primary disability category specified in the ACF Program Information Report.	August 15, 2017; December 15, 2017; March 15, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2017

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

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

PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632	CONTACT NAME: Katie Lebron-Frank, CISR PHONE (A/C, No, Ext): (970) 266-7157 FAX (A/C, No): (970) 330-1867 E-MAIL ADDRESS: KLebron-Frank@FloodPeterson.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Clayton Early Learning Center, Trustee George W. Clayton Trust 3801 Martin Luther King Blvd Denver CO 80205	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Philadelphia Indemnity Insurance</td> <td style="width: 20%;">NAIC # 18058</td> </tr> <tr> <td>INSURER B: Pinnacol Assurance</td> <td></td> </tr> <tr> <td>INSURER C: Hanover</td> <td></td> </tr> <tr> <td>INSURER D: Axis</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Philadelphia Indemnity Insurance	NAIC # 18058	INSURER B: Pinnacol Assurance		INSURER C: Hanover		INSURER D: Axis		INSURER E:		INSURER F:	
INSURER A: Philadelphia Indemnity Insurance	NAIC # 18058												
INSURER B: Pinnacol Assurance													
INSURER C: Hanover													
INSURER D: Axis													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: CL1731516669

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	PHPK1513999	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	Y	PHPK1513999	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	PHUB545865	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	4058502	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Crime			BD4-D242913-00	5/1/2017	5/1/2018	Limit 1,000,000
D	Student Accident			SRDC-50684-753	7/1/2016	7/1/2017	Limit 50,000

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

The City and County of Denver is included as Additional Insured (on General and Auto Liability) as required by written contract but only as respects to liability arising out of work performed by the named insured. The coverage is primary and non-contributory to any other valid and/or collectible insurance to the fullest extent the law allows per policy terms and conditions. Waiver of subrogation applies to General Liability, Auto and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

The City and County of Denver 201 W Colfax Ave, #1101 Denver, CO 80202	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;">K Lebron-Frank, CISR/ </p>
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May 11, 2017

City and County of Denver
201 W Colfax Ave, #1101
Denver, CO 80202

RE: Letter of Renewal Intent – Clayton Early Learning

To Whom It May Concern:

Please note that we, the agency partner of Clayton Early Learning, are actively working on the renewal process for the insurance program set to expire on July 1, 2017. Although we do not have renewal pricing, Philadelphia has alerted us of their willingness to continue insuring Clayton's risk.

It is Flood and Peterson's intent to renew all policies to the 7/1/2017 – 7/1/2018 term, with no lapse in coverage.

Please feel free to reach out to me directly should you have any questions.

Thanks so much,

A handwritten signature in blue ink that reads 'Katie Lebron-Frank'.

Katie Lebron-Frank, CISR
Account Manager
970-266-7157
KLebron-Frank@FloodPeterson.com

Denver
2000 S. Colorado Blvd. 1-4000
Denver, CO 80222
(720) 977-7110

Fort Collins
4821 Wheaton Drive
Fort Collins, CO 80525
(970) 266-8710

Greeley
4687 W 18th Street
Greeley, CO 80634
(970) 356-0123



CLAYTON EARLY LEARNING
 Head Start Site Locations
 FY 2017-18

SITE	OPTION	Classroom
Educare Dener 3751 Martin Luther King Blvd. Denver, CO 80205	School-based	Room 123 Part-day AM Room 128 Full-day Room 140 Full-day Room 146 Part-day PM Room 166 Part-day AM Room 166 Part-day PM Room 172 Full-day Room 183 Full-day
3605 Martin Luther King Blvd. Denver, CO 80205	Home-based	Socialization Room
Clayton Early Learning School in Far Northeast Denver 4800 Telluride St. Denver, CO 80249	School-based	Room P1 Full-day Room P2 Full-day Room P3 Full-day Room P4 Part-day AM Room P4 Part-day PM
Early Success Academy	Center-based	Green Room Part-day AM

Denver Revised Municipal Code

- **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)