

## A G R E E M E N T

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado Non-Profit Corporation, with an address of 3801 Martin Luther King Boulevard, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

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

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

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

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

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

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

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

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

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

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

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

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

**L.** “Subvendor” means an entity retained by the Contractor, by written agreement, to provide a portion of Contractor’s Services under this Agreement and does not include Subdelegates or Subcontractors.

**M.** “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 2021-2022 (Program Design).

**B. Exhibit B,** Contractor’s Budget and Justification.

**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.

**H. Exhibit H**, Standardized Health/Wellness Form.

**I. Exhibit I**, Standardized Head Start Eligibility Form.

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, 2023, and will expire on June 30, 2024 (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 entities or highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

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

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

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

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

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

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

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

**G.** Contractor will follow "Head Start Performance Standards" to provide Active Supervision of all children at all times; and will use Active Supervision strategies to ensure all children are safe in the Head Start environment. Active Supervision includes but is not limited to ensuring that all children are under the direct supervision of a qualified adult with the responsibility to supervise at all times and no child is at no time left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care, and using name-to-face recognition by visually identifying each child. Contractor will develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practices. Contractor will report all incidents of unsupervised children, regardless of Head Start or Early Head Start funding, to City immediately. Reporting of unsupervised children will include any reports made or information shared with child welfare agencies, state licensing bodies, and parents. The Contractor will report the results of all state and local child-care licensing visits and determinations to the Head Start Director without delay.

**H.** The Contractor will notify the Director without delay of any incidents that involve serious injury or death to a child enrolled in Head Start or otherwise receiving Head Start services regardless of cause that occur on any of Contractor's Site Locations in accordance with

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

**I.** 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.

**J.** 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.

**K.** 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.

**L.** 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 CFR 1302.42, 1302.44, 1302.31, 1302.46, 1302.90, as may be amended from time-to- time and will ensure that any and all Subcontractors will comply with said provisions.

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

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

**O.** 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).

**P.** Comply with the City’s policy directives and required procedures for branding and marking of the Services and other activities concerning Denver’s Head Start

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

**7. COMPENSATION:**

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

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

**C. Invoices.** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the 21st 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 **TWO MILLION THREE HUNDRED FIFTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS AND THIRTY CENTS (\$2,354,774.30.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

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

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

**F. Non-Federal Share Match.** The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **FOUR HUNDRED SEVENTY-ONE THOUSAND THIRTY-FOUR DOLLARS AND EIGHTY-SIX CENTS (\$471,034.86)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the



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

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

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

**H. Federal Funds Contingency/Appropriations.** The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the Parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start

operations for Program Year 2023-2024, HHS may issue only a partial financial award for program costs for Program Year 2023-2024. 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 (Jaggaer) by an employee of the Head Start Office or another 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 CFR 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 his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

**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. 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 require 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. 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 may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. 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 under this Agreement, 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.

(7) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

(8) **Automobile Liability:** Contractor shall maintain 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) **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 (Not applicable to "Intergovernmental Agreements"):**

**A.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees 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 for any acts or omissions of Contractor or its subcontractors 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 City.

**B.** Contractor's duty to defend and indemnify City 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 City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's 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 City and will pay on behalf of City 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 City shall be in addition to any other legal remedies available to City and shall not be considered City's 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. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT:** For Contractors that are a "public entity", the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

**17. TAXES, LATE CHARGES, AND PERMITS:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor 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.

**18. ASSIGNMENT AND SUBCONTRACTING:**

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

B. **By the Contractor.** The Contractor 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.

**19. TERMINATION:**

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

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

**(2)** If the Contractor is to develop a Quality Improvement Plan, the

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. OTHER GROUNDS FOR TERMINATION:**

**A. By the City.**

(1) The City has the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor for any default by the Contractor under this Agreement

other than the failure to correct an identified deficiency which default has not been cured within the time period as set forth pursuant to Section 18.

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

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

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

**B. By the Contractor.** The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30)



days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations, and activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

C. Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in Paragraph 4, "**Term**", above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient.

## **21. PROCUREMENT:**

A. **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 CFR 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.

## **22. 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.

**23. 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, and 92;
- 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 CFR 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 CFR 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 CFR Part 180 and 2 CFR 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 Contractor learns that the Contractor's 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 \$100,000.00, 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 CFR Part 93, Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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

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

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

(2) Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and

applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.

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

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

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

Agreement. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Health and Human Services that that no person otherwise eligible to participate in programs and services supplied under this Agreement will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 CFR Part 75.300(c);

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

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

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

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

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

S. **No Discrimination in Employment (City Executive Order No. 8)**. In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any



person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, source of income, military status, protective hairstyle, or 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.

**24. 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.

**25. 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.

**26. 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:

Executive Director of Denver Great Kids Head Start Office  
201 West Colfax Avenue, Dept. 1101  
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.

**27. 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.

**28. 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).

**29. CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. Data and Information.** The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) personal information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as "City Data". Contractor agrees that disclosure of City Data may be damaging to the City or third parties. Contractor agrees that all City Data provided to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect City Data as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**B. "Personal Information"** means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account

number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

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

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

**E. Confidentiality; No Ownership by Contractor.** Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. The City shall own all Client Information, and any other work product, with or without Personal Information, developed or obtained by Contractor

pursuant to this Agreement and such information or work product are considered to be “City Data”. Contractor has an obligation to immediately alert the City if Contractor’s security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

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

**G. Employees and Subcontractor.** Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the Data they will be handling. Only those employees of the Contractor who have a direct need for City Data shall have access to any information provided to Contractor under this Agreement. Prior to allowing any employee of the Contractor to access or use any City Data, the Contractor shall require any such employee to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor

shall not disclose Proprietary Data or City Data to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data and protected information disclosed and reasonably designed to protect the City Data and protected information from unauthorized access, use, modification, disclosure, or destruction.

**H. Loss of Personal Information or City Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the person affected for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be

written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

**I. Data Retention and Destruction.** Using appropriate and reliable storage media, Contractor will regularly backup all City Data and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely destroy or transmit to City the City Data in an industry standard format. Upon the City's request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Data controlled exclusively by Contractor, Contractor will immediately preserve the state of the Personal Information or City Data at the time of the request and place a "hold" on Personal Information or City Data destruction or disposal under its usual records retention policies of records that include Personal Information or City Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

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

**K. Data Transfer Upon Termination.** Upon termination or expiration of this Agreement and City's request, Contractor will ensure that all Personal Information and City Data is securely transferred to City, or a party designated by City, within thirty (30) calendar days.

Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor's business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City.

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

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



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

**30. INTELLECTUAL PROPERTY RIGHTS:**

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

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

**(1)** To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the New Original Works are a "work made for hire" and all ownership of copyright in the New Original Works shall vest in the City at the time the New Original Works are created. To the extent that the New Original Works are not a "work made for hire," the Contractor (by this

Agreement) sells, assigns and transfers all right, title and interest in and to the New Original Works to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Contractor will not copyright, trademark or patent any work, materials, devises, methods, processes, or products New Original Works developed by Contractor as a result of the Services provided under this Agreement without the prior written approval of the City and, if required, the federal government. To the extent that Contractor cannot make any of the assignments required by this article, Contractor hereby grants to the City a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the New Original Works and all works based upon, derived from, or incorporating the New Original Works by all means and methods and in any format now known or invented in the future. The City may assign and license its rights under this license.

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

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

D. **Contractor's Pre-existing Works.** The Contractor shall retain all property

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

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

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

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

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

- 1. Exhibit A,** Contractor's Application and narrative to provide Head Start Services for program year 2021-2022 (Program Design).
- 2. Exhibit B,** Contractor's Budget and Justification.
- 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.
- 8. Exhibit H,** Standardized Health/Wellness Form.
- 9. Exhibit I,** Standardized Head Start Eligibility Form.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]**

**Contract Control Number:** MOEAI-202367636-00  
**Contractor Name:** CLAYTON EARLY LEARNING, TRUSTEE,  
GEORGE W. CLAYTON TRUST

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

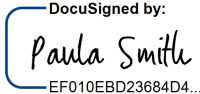
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

MOEAI-202367636-00  
CLAYTON EARLY LEARNING, TRUSTEE,  
GEORGE W. CLAYTON TRUST

By:  \_\_\_\_\_  
DocuSigned by:  
Paula Smith  
EF010EBD23684D4...

Name: Paula Smith  
(please print)

Title: Chief Impact officer  
(please print)

ATTEST: [if required]

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

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

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A

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## Section I. Program Design and Approach to Service Delivery

### 1. Program Goals and Measurable objectives

#### a.-b.

Clayton Early Learning is a hub for Colorado's innovative work in early childhood development.

Committed fiercely to the belief that healthy early childhood development, combined with support for the whole family, offers one of the most powerful levers for ending inequality. Clayton plays a leadership role in demonstrating what works in the early years and the positive impact that has on children and families over time. Clayton's 20-acre campus in the heart of Denver is the home of Colorado's only Educare School, a nationally recognized model supporting children from birth to age five and their families. We also impact systems

change in Colorado and beyond through our research and evaluation services, professional development for teachers and leaders throughout Colorado, and policy and advocacy work. We nurture children and their families through a comprehensive approach to child and family development. We discover what works through innovation, research, and a system of continuous improvement. We advance the field by building the capacity of early childhood changemakers, developing products, and influencing



#### *Our Mission*

Clayton Early Learning is an innovation hub that fosters thriving, equitable communities by partnering with families to nurture a whole child, whole family approach to the early years, discover what works, and advance systems change.

#### *Our Vision*

With the support of family and community, every child's first five years create the foundation to thrive.

#### *Our Core Values*

At Clayton, we work to foster a community characterized by trust, dignity, love, and justice, with our children and families, our team members, and other partners on our campus and beyond. We see these values in action each and every day as they strengthen our Clayton community and our service to the children, families, and educators we serve.

#### **At Clayton we value:**

**Community; Collaboration; Diversity, Equity, and Belonging; Growth; Stewardship; Fun.**

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policy and systems change. Our comprehensive approach to early childhood education is expressed as whole child, whole family.

Educare Denver at Clayton Early Learning is a state-of-the-art environment where children from birth to age five grow up safe, healthy, and eager to learn. The Educare Denver School follows the four core features of the Educare model, data utilization, embedded professional development, high-quality teaching practices and intensive family engagement, which expand on Head Start and Early Head Start Program Performance Standards. 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.

<b>Program Goal 1: All Clayton Denver Great Kids Head Start children will receive high quality education that is culturally and linguistically responsive, ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.</b>					
<b>Objectives</b>	<b>Progress on Expected Outcomes</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
1.1 By 2028 ensure the implementation of high-quality teaching practices and environments as measured by Pre-K CLASS® and ECERS-3.	<b>Pre-K CLASS®</b> (2021-22): 6.5 score on Emotional Support, 6.22 Classroom Organization and 3.42 in Instructional Support  <b>ECERS-3</b> Scores (2021-22)	(Will use in subsequent years to report progress)	(Will use in subsequent years to report progress)	(Will use in subsequent years to report progress)	(Will use in subsequent years to report progress)

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	4.4 Total, 4.5 Space & Furnishing, 4.7 Personal Care Routines, 4.4 Language and Literacy, 3.5 Activities 5.5 Interactions, 4.8 Program Structure				
1.2 By 2028 plan and implement curriculum and instructional strategies with sufficient fidelity, consistency, frequency, and intensity to ensure children’s mastery of skills as measured by TS GOLD®.	TS GOLD® (2021-2022) Percentage of Children Meeting or Exceeding Expectations: 98% Social-Emotional, 85% Physical, 76% Language, 78% Cognitive, 73% Literacy and 74% Mathematics				
1.3 By 2028 apply the research base and program language policy to support families in implementing language and literacy strategies as measured by Dialogic Reading implementation.	Benchmark of 80% of parents trained in Dialogic Reading.				

**Program Goal 2: All Clayton Denver Great Kids Head Start children and families will receive equitable access to quality health, mental health, and nutrition services, will engage parents as lifelong educators and learners, support families in making connections and improve family well-being.**

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Objectives	Progress on Expected Outcomes				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
2.1 By 2028 foster social/emotional health as a foundation for all other learning for children, families and staff as measured by TSGOLD© and DECA-IT.	100% of children will make gains on measures of social emotional development and self-regulation.				
2.2 By 2028 foster overall health of children and families through improved health, nutrition and physical activity practices as measured by comprehensive monitoring of up to date medical and dental status.	100% of children are current on screenings, immunizations, well-child checks and nutrition assessments. 85% of children maintain a healthy weight (BMI).				
2.3 By 2028, enrolled children identified as needing health or dental follow-up care will receive follow up care as measured by referrals in COPA database.	90% of children will receive health and dental follow up care				

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

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Objectives	Progress on Expected Outcomes				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3.1 By 2028 support families in meeting education, health, social service & family goals as measured by Family Partnership Agreement (FPA) monitoring	100% of families develop and make progress on FPA goals.				
3.2 By 2028 ensure integration of child development and family support services as measured by completion of Touchpoints Approach training by staff and completion of family surveys.	100% of Family Engagement staff are trained in Touchpoints Approach				
3.3 By 2028 provide opportunities, guidance and interactive family activities that empower parents as the primary teacher of their child as measured by, Home Visit, Parent/Teacher conferences and attendance at parent child activities	100% of parents will receive guidance and activities that promote and empower parenting.				

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<b>Program Goal 4: All Clayton Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.</b>					
<b>Objectives</b>	<b>Progress on Expected Outcomes</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
4.1 By 2028 provide the prescribed interventions to all children identified with special needs defined and measured by their IEPs and IFSPs.	100% of children with IEPs and IFSPs will receive identified interventions.				
4.2 By 2028 equip staff to provide high quality and inclusive learning environments as measured by Universal Practices checklist	100% of teaching staff will be trained in the Conscious Discipline approach.				
4.3 By 2028 Families of children with IEPs and IFSPs will participate in workshops, conferences, and transition meetings to connect and advocate with peers in the community as measured by attendance	100% of families of children with IEPs and IFSP will participate				
4.4 By 2028 a trauma informed approach will be embedded in the	100% of staff will participate in trauma-informed training.				

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Diversity, Equity, Inclusion and Belonging Strategy. As measured by Sanctuary training evaluations, Touchpoints and DEIB engagement					
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<b>Program Goal 5: Clayton Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family, and community engagement across all levels of Head Start programming.</b>					
<b>Objectives</b>	<b>Progress on Expected Outcomes</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
5.1 By 2028 embed training, coaching, professional development, and reflective practice into the program, providing staff with knowledge and expertise across a variety of evidence-based content areas as measured by an integrated coaching database.	100% of teachers will participate in intensive coaching and reflective practice				
5.2 By 2028 implement and maintain appropriate standards to steward resources and prioritize spending while maintaining an efficient and	100% of reports to federal, state, local authorities will be provided in a timely, efficient, and accurate manner.				



EXHIBIT A

effective recordkeeping system as measured by annual external audit.					
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**Program Goal 6: All Denver Great Kids Head Start children who are dual language learners will receive research based cultural, linguistic, anti-bias education and learning environments that honors the home language of the children and families while preparing them for school success with a strong foundation in language and literacy.**

Objectives	Progress on Expected Outcomes				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
6.1 By 2028, Children enrolled who are dual language learners will demonstrate growth in language, literacy, and English language acquisition as measured by Teaching Strategies Gold	85% of children who are Dual Language Learners will demonstrate growth in TSG scores for English language acquisition				
6.2 By 2028, Staff will receive professional development to increase and strengthen a culturally and linguistic responsive approach to teaching children who are dual language learners as measured by CLASS, Coaching	75% of staff will participate in Dual Language Learners training.				

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data, and training certificates.					
6.3 By 2028, Enrolled families will be provided learning opportunities to increase understanding in strengthening their home language building upon a home school connection as measured by parent teacher conferences and home visits.	100% of families will participate in parent-teacher conferences and home visits.				

**c. Sample Measurable Objectives**

**Example 1:** *Goal 1 – Measurable Objective 1.* By 2028 ensure the implementation of high-quality teaching practices and environments as measured by Pre-K CLASS®, ITERS-R and ECERS-3.

(i) Activities to meet objective:

- Develop and implement individualized, intentional, and meaningful plans for children in consultation with parents.
- Convene teachers and Child Family Educators (CFEs) regularly to collaborate on plans for children and families; quarterly this meeting serves as a time for child family reviews.
- Implement practices to enhance outcomes for all children in STEAM – science, technology, engineering, the arts, and mathematics.
- Use child assessment data to inform planning and practice.

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- Use CLASS results to improve classroom culture and the quality of child/teacher interactions.
- Provide training on interdisciplinary practice to build the capacity of staff to engage in collaboration.
- Individualize language goals for dual language learners.

(ii) Data, tools, method for tracking progress: Educare Learning Network (ELN) staff survey results; ELN Outcome Study Data; social/emotional assessments; CLASS results; DECA and DECA-IT results; Teaching Strategies GOLD®; ECERS-3 results.

(iii) Outcomes: See Table 1

(iv) Expected challenges: Clayton Early Learning has experienced high teacher turnover the last three years. It's been challenging to grow an effective teacher workforce grounded in demonstrable early learning pedagogy. However, Clayton has hired a recruiting manager, whose primary role is recruitment, selection, onboarding, and retaining diverse talent.

**Example 2:** *Goal 2, Measurable Objective 2:* By 2028 foster overall health of children and families through improved health, nutrition and physical activity practices as measured by comprehensive monitoring of up to date medical and dental status and exams.

(i) Activities to meet objective:

- Assist families to access health insurance and a medical home.
- Implement family wellness activities and workshops within the program and the home through physical health and nutrition curricula.

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- Providing training, information and support that enhance parent knowledge of and improved practice in implementing nutritious meals and physical activity.
- Strengthen parent understanding of best practices in oral health and the importance of referral follow-up.
- Implement family engagement activities that focus on supporting family development around health, mental health, and nutrition services.
- Ensure implementation of tooth brushing after each meal.

(ii) Data, tools, method for tracking progress: Educare Learning Network (ELN) staff survey results; ELN Outcome Study Data; social/emotional assessments; CLASS results; DECA and DECA-IT results; Teaching Strategies GOLD®; Referral follow-up; ECERS-3 and ITERS results.

(iii) Outcomes: See Table 1

(iv) Expected challenges: Families have expressed difficulty with completing follow-up visits for health or dental issues that are not an immediate need. Once hired the Health and Wellness Specialist will create a monitoring process to ensure families complete follow-up appointments. Clayton staff will continue to exam and address barriers that impede families from attending follow-up visits.

**Example 3:** *Goal 3, Measurable Objective 3:* By 2028 provide opportunities, guidance and interactive family activities that empower parents as the primary teacher of their child as measured by Home Visit and Parent/Teacher conferences data.

(i) Activities to meet objective:

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- Structure parent meetings to follow a what/why/reflect structure (what is happening, why are we doing it, what is the impact on your family) to engage parents more deeply in the program curriculum.
- Provide parents identifying Family Partnership Agreement (FPA) goals related to parenting skills, advocacy, guidance and child development with resources, referrals for intervention services, and/or parenting information.
- Provide training opportunities and educational resources that help parents better understand their child's development and are responsive to parents' interests and needs.
- Identify family physiological and safety needs (i.e., housing, food, clothing, financial literacy, health, and wellness) and the related resources available to meet them to enhance their child's home learning environment.
- Execute structures and strategies that provide coordinated administrative/management services and strong instructional leadership to support integration of child development and family support services.
- Partner with families and community cultural venues to promote utilization of Denver's 5by5 program.

(ii) Data, tools, method for tracking progress: Home visit report data; Individual Child Curricular Plan; ELN Parent Survey; Parent and staff survey data; Child Family Review Data; Coaching logs and agendas from classroom interdisciplinary meetings; Parent/Teacher conference forms from.

(iii) Outcomes: See Table 1

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(iv) Expected challenges: Clayton staff has seen an increasing number of children and families who are exposed to trauma and/or experience mental health concerns. It is a challenge to find appropriate resources and services to best meet the needs of families. Furthermore, there is a lack of support for teaching staff in developing skills to provide trauma informed practices and interventions to meet child and family individual needs.

**Example 4:** *Goal 5, Measurable Objective 1:* By 2028 embed training, coaching, professional development, and reflective practice into the program, providing staff with knowledge and expertise across a variety of evidence-based content areas as measured by an integrated coaching database.

(i) Activities to meet objective:

- Co-develop individualized professional development for all staff by staff and their managers.
- Provide on-boarding orientation and training for new employees.
- Implement the training and technical assistance plan in the current grant application.
- Provide structured professional development days for all-staff meetings, reflective practice groups, and training throughout the year.
- Provide weekly Coaching.

(ii) Data, tools, method for tracking progress: Coaching logs and database; sign in sheets; training certificates

(iii) Outcomes: See Table 1

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(iv) Expected challenges: There are a variety of needs in professional development that become competing priorities of focus for coaches and teachers with the allotted protected time for group coaching. It is a challenge to balance coaching and classroom coverage given the number of vacant teacher positions. Clayton Early Learning will continue to explore and identify other ways to ensure coaching happens outside of the classrooms.

**d. Outcomes for Prior Project Period.**

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 objectives, plan for professional development, and identify resource needs. Interdisciplinary teams (comprised of educators, family support staff, early interventionists, researchers, and policy analysts) meet regularly to learn about the most recent data results. In addition to discussing the implications of these results for program design and operations, the team develops plans to address identified needs. The Program Committee of the Board and the Policy Committee approve changes that affect program design, service areas, staffing patterns, budget, or program plans. Data are similarly reviewed, analyzed, and applied at the classroom level by interdisciplinary teams with support from instructional coaches as detailed later in this application.

**2. Alignment of School Readiness Goals**

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Clayton Early Learning's school readiness goals are organized by the five central domains in the *Head Start Early Learning Outcomes Framework: Ages Birth to Five*. The goals were developed in alignment with the outcomes framework, the *Colorado Early Learning and Development Guidelines* and with key partners. Families participated in developing and approving the goals through Parent Committee and Policy Council.

- **Social and Emotional Development:** 100% of children grow in their sense of self and meaningful social-emotional relationships with adults and peers supported by their families' knowledge of their child's social and emotional needs.
- **Approaches to Learning:** 100% of children will grow in their exploration and expression of individual talents through persistence, curiosity, and enjoyment of learning with peers supported by their families' active engagement with learning opportunities in the home, school and community.
- **Perceptual, Motor, Physical Development and Health:** 100% of children will grow in their understanding of health and wellness habits and increased physical development along an individual continuum supported by families' health and wellness knowledge and practices.
- **Language and Literacy:** 100% of children will demonstrate developmentally and culturally appropriate growth in early language and literacy skills supported by their families' engagement in evidence-based practices.
- **Cognition:** 100% of children will demonstrate growth in higher level thinking skills as they apply them to their developing knowledge of STEAM (Science,



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Technology, Engineering, Art, and Math) and their social world supported by their families' engagement with learning opportunities in home and in school.

### **3. Process for Developing Program Goals**

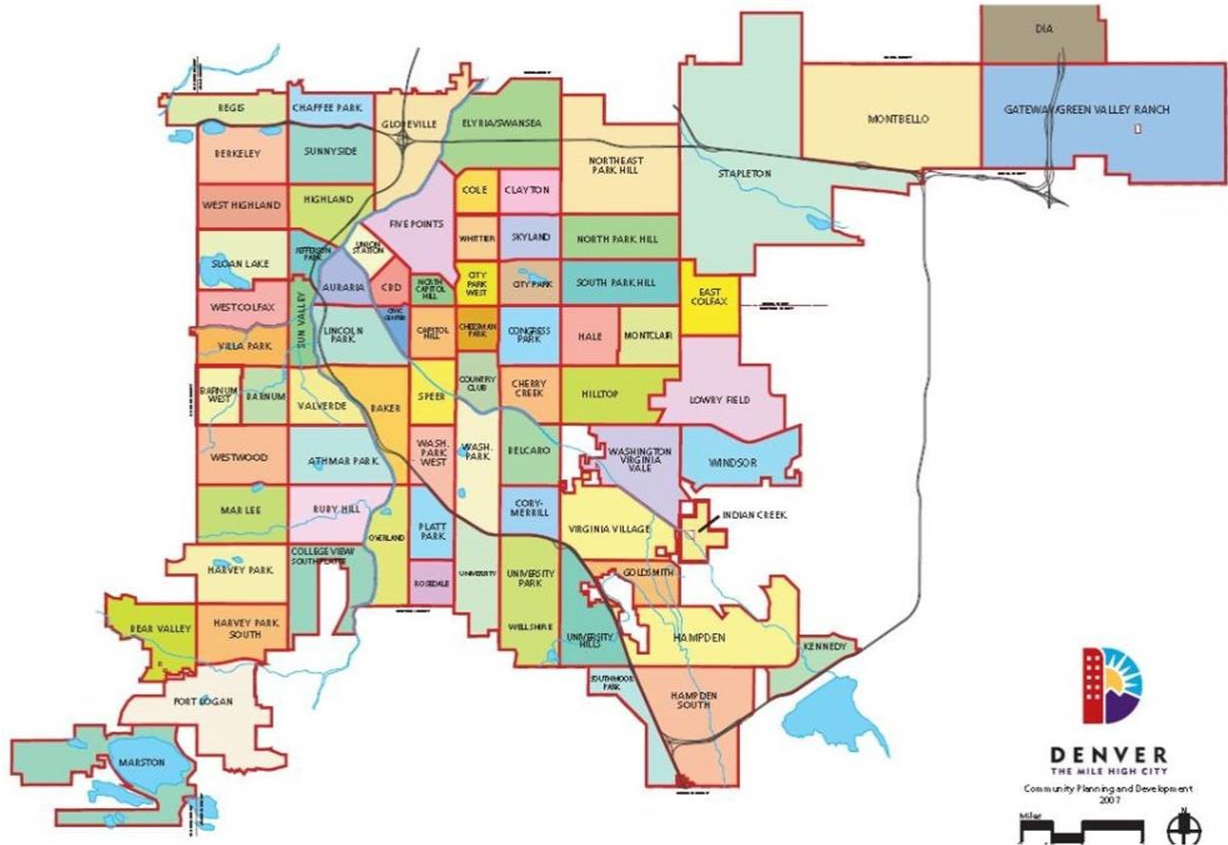
Clayton Early Learning, led by its Board of Trustees, articulates a five-year strategic plan that informs organizational goals, objectives, and activities. The strategic plan drives the Head Start program operational plan, including the setting of program goals and annual objectives. Data sources include the community assessment, self-assessment, staff and family feedback, and outcome reports. Cross-departmental teams implement the plan.

#### **Sub Section B: Service Delivery**

##### **1. Service and Recruitment Area**

- a.** The service area is represented by the map in Figure 1, below.

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**b. Evidence of need.** The neighborhoods primarily served by Clayton Early Learning include those identified as having most limited opportunities by the Child Well-Being index featured in the 2022 DGKHS Community Assessment. The Index aggregates 11 indicators that measure differences in education, health and community opportunities that may affect children’s development, specifically, births to women without a high school diploma, teen births, overweight or obese children, kindergarteners not ready for reading, 3rd graders not reading at grade level, 9th graders chronically absent, adults without a high school diploma, children in single-parent families, child poverty, violent crime and unemployment.

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c. **Child Care Partners.** Twenty-two Head Start and ten Early Head Start children will be served through partnerships with Florence Crittenton Early Learning, Early Success Academy and Little Einstein Academy.

**2. Needs of Children and Families**

The data presented in this section of the application is taken from the *2022 Community Assessment Update* and *State of Denver's Children: 2022* documents prepared by the Office of Children's Affairs, City and County of Denver. The *2022 Community Assessment Update* continues to document the existence of a significant number of vulnerable families with young children in the proposed Clayton Early Learning service area who would benefit from the integrated, comprehensive Early Head Start services offered.

**a. Eligible Children under 5.** As of 2019, approximately 42,000 children under age five lived in Denver. In 2019, the existing Early Head Start and Head Start program served 31 percent of the eligible population in Denver.

Over the last decade, Denver has experienced significant population growth. In the years since 2010, the number of people living in Denver has increased by more than 111,000, according to the U.S. Census Bureau. Since 2019, however, the overall population in Denver has declined. The demographic composition of the people moving into Denver will dramatically impact the income distribution, the housing market, and the ethnic and racial composition and characteristics of Denver neighborhoods. The number of children in Denver began a steady decline in 2015. In 2020, 134,460 children were living in Denver, including approximately 42,000 children

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under age five. The largest ethnic group in Denver is Hispanic with 46 percent of children reported to be of Hispanic origin of any race. In 2019, existing Early Head Start and Head Start programs served 31 percent of the eligible population. An estimated 67 percent of Denver children under the age of six have all available parents in the workforce. According to the Colorado Department of Early Childhood, as of October 2021, licensed childcare facilities operating in Denver offered 20,777 slots in child care centers, 615 slots in day care homes, and 666 slots in preschool, a decrease from slots available in 2019. Statewide, 51 percent of the population lives in a childcare desert. Limited access to high quality childcare may cause families to choose between unlicensed child care arrangements or change or decline opportunities for work. Access to childcare options is even more limited in families that depend on public transportation or have inflexible job schedules.

**b. Service needs of children and families.** *Education:* Research shows that educational attainment is the most important social characteristic for predicting earnings. Low educational attainment of parents is associated with several risk factors that impact child well-being including a higher risk for living in poverty. These children often experience the negative conditions of substandard housing, homelessness, inadequate nutrition, food insecurity, inadequate childcare, lack of access to health care, unsafe neighborhoods and under resourced schools. Consequently, they are at-risk for negative outcomes such as low academic achievement, dropping out of high school, abuse and neglect, behavioral and physical health problems, and development delays. Approximately 6,000, or 14 percent, of

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Denver children under age five were living in poverty in 2019 (higher than the state average of 11 percent). Children of color are more likely to be in poverty than non-Hispanic white children according to the U.S. Census Bureau five-year estimates. In 2019, an estimated 43,000 Denver children (33 percent) lived in families with incomes below 200 percent of the Federal Poverty Level, or less than \$53,000 annual income for a family of four. Childcare needs are described above.

Single-parent families often struggle to provide basic needs for their families with only one income. In 2019, 44,000 children, or 33 percent, lived in single-parent households in Denver. Research shows that educational attainment is the most important social characteristic for predicting earnings. The ability of children to see a health care provider for routine exams, screenings, immunizations, and care when sick is essential for healthy growth and development. Approximately five percent of children in Denver were without health insurance in 2019. Fifty five percent of children received medical assistance (Medicaid) in 2019. The number of children born at low birth weight in Denver decreased slightly to ten percent in 2020 according to Kids Count Colorado 2022. This outcome varies by race/ethnicity and neighborhood. In 2018, about 76,340 people (including 17,570 children) were estimated to be food insecure in Denver. The effects of food insecurity can include serious health complications, necessitate a choice between food and other living expenses such as housing and healthcare and impact a children's ability to learn and grow. In 2019, 36 percent (50,000) of Denver children lived in households that spent more than 30 percent of their income on housing and related expenses.

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**d. Availability of other child development programs that serve eligible children.** Approximately 10,800 students (12 percent) were enrolled in special education classes in Denver Public Schools in the 2020-2021 school year. In 2019, 37 percent of children in Denver (compared to 19 percent in Colorado as a whole) spoke a language other than English at home. Child abuse and neglect can have severe effects on children's cognitive, social-emotional, language, mental health, and behavioral development that can last well into adulthood. In 2019, the rate of substantiated incidences of maltreatment per 1,000 increased to 14.1 for Denver, higher than the state rate of 9.7. In 2018, the number of out-of-home placements (foster care, kinship/relative care, congregate care) for children under age 18 was 9.6 per 1,000 in Denver and 8.5 per 1,000 statewide. Children in foster care are categorically eligible for Head Start Programs. The number of homeless students in Denver was 2,124 in 2019-2020. In 2019, Child Care Aware of America identified Colorado as the third least affordable state in the nation for center-based infant care; toddler and school-aged care was also unaffordable for many Colorado families. These costs accompany steep increases in the cost of housing. Approximately 23,000 Denver children (17 percent) lived in families receiving public assistance in 2019. About 31 percent of Denver children under age five (13,358 children) were enrolled in WIC (Special Supplemental Nutrition Program for Women, Infants, and Children). Prenatal care is the first step in keeping women and their newborns healthy. The percentage of women receiving early prenatal care during pregnancy in Denver declined slightly to 82 percent in 2020 and is higher than the state percentage of 81

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percent. Within the city of Denver, these outcomes vary widely by neighborhood as well as by race and ethnicity.

**3. Proposed Program Options and Funded Enrollment Slots**

**a. Program options and compliance with HSPPS.** In the 2023-24 program year, Clayton will serve 206 children in the program options and center locations detailed in Table 1. All center-based slots meet the hours of planned class operation required by regulation (1,020 service hours). The proposed caseload for Home-Based options is 12. Home visits are 90 minutes in duration and socializations range in duration from 90-120 minutes. Twenty-two Head Start and ten Early Head Start children will be served through partnerships with Florence Crittenton Early Learning, Early Success Academy and Little Einstein Academy.

**Table 2: Clayton Early Learning Proposed Early Head Start Program Options, 2023-2024**

Location	# Slots	Option	Schedule	OHS Funding
Educare Denver	64 HS	Full-Day Center-Based 4 classrooms	5 days per week 8:00 - 2:30 9 months	6.5-hour Head Start day 5 days/week 2 parent-teacher conferences/yr. 2 home visits/yr. September - May
	62 HS	Extended Center-Based 4 classrooms	5 days per week 7:30 - 5:00 9 months	6.5-hour Head Start day 6.5-9.5-hour day (braided with wrap-around funding) 5 days/week 2 parent-teacher conferences/yr. 2 home visits/yr.

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	36 HS	Home-Based	HV per week 2 socializations/ month 9 months	1 Home visit/week 2 Socializations/month 32 Home Visits 16 Socializations
	12 EHS	Home Based	1 HV per week 2 socializations/ month 12 months	1 Home visit/week 2 Socializations/month 46 Home Visits 16 Socializations
Early Success Academy	15 HS	Full Day Center-Based  1 classroom	4 days/week 8:00 – 2:30 9 months	6.5-hour Head Start day 4 days/week 2 parent-teacher conferences/yr. 2 home visits/year
Florence Crittenton	7 HS	Full Day Center-Based  1 classroom	4 days/week 8:00 – 2:30 9 months	6.5-hour Head Start day 4 days/week 2 parent-teacher conferences/yr. 2 home visits/year September – May
Little Einstein Academy	10 EHS	Full Day Center-Based	5 days/week 8:00 – 2:30 12 months	6.5-hour Early Head Start day 5 days/week 2 parent-teacher conferences 2 home visits/year

b. Clayton Early Learning is not requesting a locally designed program option variation waiver.

**c. Program options meet the needs of children and families.** Clayton Early Learning offers a choice of program options to meet community needs identified in the Community Assessment. All parents have a choice of the program option that best meets their family's needs. The program reviews the allocation of slots across program options annually to ensure the mix continues to address the interests of eligible families in the broader community context. Families requiring additional wrap-around services



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have the opportunity to receive extended day programming through braided funding streams. Clayton Early Learning is funded through federal, state, local and private revenues, including Temporary Assistance for Needy Families, the Colorado Child Care Assistance Program, Universal Pre-Kindergarten, Denver Public Schools, and Denver Preschool Program.

Clayton Early Learning's program design addresses the needs of the Early Head Start eligible population, including poverty-related challenges that affect the healthy development of young children and their school readiness. Head Start Program Performance Standards (HSPPS) shape ongoing refinements in the delivery of programs and activities to this end.

**d. Funded enrollment changes.** Clayton Early Learning received a reduction of 24 Head Start slots and an increase of 6 Early Head Start slots, see table 2 above for details.

#### **4. Centers and Facilities**

**a. Service Locations.** There are no additions, deletions, or changes to our service locations.

**b.-c. Facilities.** This application does not include minor renovations and repairs not subject to a separate 1301E application. This application does not include any facilities activities subject to 1303 Part E.

#### **5. Eligibility, Recruitment, Selection, Enrollment, and Attendance**

**a. Recruitment process.** Clayton Early Learning takes extensive measures to ensure that the neediest children are served within a program option appropriate to

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their family needs and considers birth-to-five continuity for transitioning children across options. A comprehensive year-round recruitment plan guides efforts to identify and recruit eligible Early Head Start children and families from high priority neighborhoods identified in the Community Assessment. The goal is to maximize the number of qualified families served by maintaining enrollment at full capacity in all of the program options. As openings become available and prior to the first day of school, a team of Child Family Educators (CFE) and recruitment specialists meet weekly to ensure that any open Early Head Start slots are filled for each program option. All families are enrolled based on the selection criteria developed and approved in collaboration with the Policy Council. The criteria reflect Early Head Start guidelines, the community assessment, and family need. Clayton Early Learning recruits and enrolls eligible children through outreach to organizations including the Denver Children's Advocacy Center, Denver Human Services, Denver Safe House, Denver Health, Mental Health Center of Denver, Bright by Three, Rocky Mountain Human Services, and Denver Public Schools.

**b. Attendance.** To receive the full benefits of the Head Start program, children must attend school, home visits and socializations regularly. Clayton Early Learning emphasizes the importance of regular attendance in the Family Handbook and during orientation. CFEs partner with parents to encourage regular attendance, support families whose children are absent for cultural or family reasons, and help families overcome specific barriers to regular attendance. CFEs communicate directly (by letter or home visit) with families of children with poor attendance (lower than 85%) for the

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month. Families with barriers to attendance that cannot be overcome may be offered a different program option that might better meet their needs.

## **6. Education and Child Development**

**a. Center-based Programs.** Clayton Early Learning uses the Creative Curriculum for infant/Toddler and Preschoolers. This comprehensive, research-based, and research-validated curriculum is grounded in 38 objectives. The objectives cover 10 areas of development and learning, including broad developmental areas, content areas, and English language acquisition. Many objectives also include dimensions that guide teachers' thinking about various aspects of that objective and help clarify what it addresses. These objectives, and the scope and logical, coherent sequence through which they are presented through the curriculum, align with Child Development and Early Learning Framework. Creative Curriculum infuses all learning domains throughout the activities of the day, provides opportunities for assessment and supports teachers in working with diverse children including English and dual-language learners, advanced learners, and children with disabilities. The Creative Curriculum offers the flexibility for Clayton Early Learning to integrate emergent curriculum and Reggio inspired practices that are consistent with our philosophy. It helps teachers create a high-quality learning environment and build an understanding of best practices. The Creative Curriculum also pairs well with the Project Approach which Clayton Early Learning uses for planning and individualizing learning opportunities for children and the classroom. This approach builds on children's curiosity, and develops their abilities to interact, question, connect,

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problem-solve, communicate, and reflect, by implementing projects in the classroom. The Creative Curriculum online system provides a framework for teachers and CFEs to extend projects and embed literacy, math, science, social studies, the arts, and social/emotional growth into a variety of experiences that children find engaging and meaningful. The Teaching Strategies GOLD© authentic assessment tool allows children to demonstrate their knowledge and skills through active engagement in classroom activities and provides a natural framework for data-driven practice by creating a clear expectation and design for daily planning. Teachers document ongoing observations and artifacts of each child's developing skills. Teachers use these assessments throughout the year for ongoing planning and instructional differentiation, for partnering with parents, and for improving their own teaching practices. To support the implementation of Creative Curriculum Cloud, our Continuous Learning and Data Coaches partner with classroom teachers to assess their use of Creative Curriculum using the Fidelity Tool for Administrators. This tool assesses the classroom and Teachers' needs for coaching and professional development. Follow up professional development, including weekly coaching, enables educators to collaborate and reflect on children's development and their practice. The Creative Curriculum scope and sequence helps teachers to integrate learning into various parts of the day. Teaching Guides suggest projects that meet children where they are and support their interests. Intentional Teaching Cards and Mighty Minutes are additional tools to scaffold children's learning through transitions and individual situations. Clayton Early Learning uses the Conscious Discipline philosophy and classroom social and emotional approach to foster

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academic success, decrease behavioral issues, and provide teachers with an array of classroom management strategies and classroom structure. This approach integrates social emotional wellbeing into the existing classroom curriculum. Clayton has an onsite Certified Conscious Discipline instructor to help support and guide Conscious Discipline implementation. This evidence-based approach is aligned with the Head Start Early Learning Outcomes Framework and the Parent Family Community Engagement framework. Clayton Early Learning has supported staff in implementing this approach through yearly training. Staff also have access to training videos and online courses as well as additional support and coaching from other staff with extensive training in Conscious Discipline. The program's Mental Health contractors also work with teaching teams to implement this approach in classrooms. Clayton partners with Developmental FX, a pediatric therapeutic service provider focusing on occupational, speech and mental health. The partnership will focus on the SWIFT model (Supportive Web of Care for Families and Teams). The goal is to increase teacher capacity to identify, respond to, and optimally support the unique needs of young children at the intersection of mental health and developmental challenges. A developmental specialist is on site weekly to observe, consult and model best practices for educators. This partnership will not only support families in providing a web of care, but will allow Clayton to have access to a variety of developmental specialists that will support our inclusive teaching practices.

**b. Head Start Home-Based Program.** The home-based program provides parents with a curriculum of activities developed by Clayton Early Learning under

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contract with HIPPY USA along with nine books (one for each month of the program year) that relate to the activities in the curriculum. The HIPPY curriculum is an international curriculum and program that focuses on the family as the center of learning. Child Family Educators are typically connected to the community served and approach the family as a partner and peer in the learning process. Each family is treated as unique, and their cultures and traditions are valued and respected. The HIPPY curriculum, provided in the primary home language of the family, empowers, and supports parents as their child's first teacher and focuses on developing school readiness skills. Materials include literacy, math, science, creative arts, social/emotional, and physical development.

The curriculum's developmental scope and sequence scaffolds learning and development. The curriculum is comprehensive and focuses on the key domains and areas of development outlined in the Head Start Early Learning Outcomes Framework. The curriculum emphasizes visual and auditory discrimination; spatial perception; memory and story comprehension; language and literacy concepts such as writing readiness, phonological awareness, phonemic awareness, and vocabulary; social/emotional development; eye/hand coordination; and beginning math concepts including counting, number recognition, number writing, sorting, and classifying. Extensions to the HIPPY curriculum used during weekly home visits and individualized for each child, corresponds to Head Start Early Learning Outcomes. Each home visit has two components. The first involves delivery of the curriculum. CFEs help parents

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realize the opportunities their home offers as a learning environment. The second incorporates comprehensive family development services provided by CFEs.

Clayton Early Learning supports staff to implement curriculum through weekly meetings to role play and train on the learning activities for each week. The manager meets with the Child Family Educators in the Home-based program to support CFEs with planning for individualization and extension activities for each child. The Home-based program staff also use the data from multiple assessment and screening tools including Teaching Strategies GOLD®, Bracken, DECA and ESI-3R to help them plan individually for children.

Clayton Early Learning collaborates with HIPPIY USA and Parent Possible on training and technical assistance for home-based staff. CFEs enhance their professional toolbox by attending monthly Lunch and Learn trainings and reflective practice groups and quarterly mindfulness trainings. These settings offer a respectful and supportive atmosphere to exchange information, thoughts, and feelings that arise around family development.

Parents whose children are enrolled in the home-based program option also participate in twice monthly socializations to interact with other parents and to observe their children interacting with other children in child-initiated activities. Field trips occur monthly and are planned to appropriately coincide with HIPPIY lessons to build upon skills introduced as well as socialization activities. Parent meetings offer opportunities for parent-to-parent interactions and cover important topics that meet the Head Start

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Performance Standards. Transportation is provided to accommodate those parents who may not otherwise attend.

**Early Head Start Home-Based Program.** The home-based program uses the Partners for a Healthy Baby curriculum. This research-based home visiting curriculum applies two-generation strategies that address the needs of expectant and new families and their children. The curriculum covers a wide variety of topics including prenatal health, healthy birth outcomes, bonding and attachment, positive parenting, enhanced child and health and development, infant mental health, economic self-sufficiency and family stability. The Partners for a Healthy Baby curriculum align with each of the Head Start Early Learning Outcomes Framework domains. The curriculum is designed to support CFEs in partnering with families to plan individualized home visits that are tailored to the needs and interests of the child or expectant mother. The topic content is discussed with the family and is summarized by a handout that is left with the family as a resource. The Partners for a Healthy Baby curriculum meets the needs of the whole family, not just the child. Children will benefit when the families' life dreams, daily demands, relationships, concerns, careers, finances, health and nutrition, and self-esteem are addressed. The curriculum supports families by promoting warm and nurturing relationships, changes towards a healthier lifestyle, empowerment so that families can achieve life goals, and ways to enrich and support their baby's development.

CFEs are typically connected to the community served and approach the family as a partner and peer in the learning process. Each family is treated as unique and family



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cultures and traditions are valued and respected. CFEs conduct home visits in English or Spanish, depending upon the primary home language or language preferences of the family. Each home visit has two components. The first involves delivery of the curriculum, which helps parents see the opportunities their homes offer as a learning environment. The second incorporates comprehensive family development services provided by CFEs.

Clayton Early Learning supports staff to implement Partners for a Healthy Baby through weekly planning meetings involving role play and training on each week's learning activities. This supports the individualization of home visits for both the child and family development. Home-based program staff apply data from multiple assessment and screening tools including Teaching Strategies GOLD®, the Ages & Stages Questionnaire, and DECA to this process.

Parents whose children are enrolled in the home-based program option participate in twice monthly socializations to interact with other parents and to observe their children interacting with other children in child-initiated activities. Parent meetings offer additional opportunities for parent-to-parent interactions and cover important topics that address the Head Start Performance Standards. Transportation is provided to accommodate those parents who may not otherwise attend.

**c. Developmental Screenings and Assessments.** Clayton teachers and the Continuous Quality Improvement team use multiple methods of assessment over time, including observations, investigations, parent feedback, authentic and standardized assessments. The primary role of assessment in early childhood education is to provide

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insight into the educational experiences that will be the most valuable for individual children. Table 3 lists the assessments regularly administered, all of which were reviewed by program staff before adoption to ensure their developmentally, linguistically, and culturally appropriateness for enrolled children. Bilingual staff assess children who have limited English proficiency and whose home language is Spanish. The Clayton teaching staff also includes Spanish speaking individuals.

**Table 3: Clayton Early Learning Head Start Development Screenings and Assessments**

Assessment	Who	When
Preschool Language Scale, 5 <sup>th</sup> Edition (PLS-5)	All children	When they turn 6 months, 12 months, 18 months, 2 years, 3 years, then fall and spring
Peabody Picture Vocabulary Test, 4 <sup>th</sup> Edition (PPVT-4)	Children 3 and older	When they turn 3, and then fall and spring
Bracken School Readiness Assessment (BSRA)	Children eligible for kindergarten	Fall and Spring before the kindergarten eligible year
Woodcock-Johnson Test of Achievement, 4 <sup>th</sup> Edition (WJ-4)	Children 3 and older	When they turn 3, and then fall and spring
Devereux Early Childhood Assessment Preschool, 2 <sup>nd</sup> Edition (DECA-P2)	All children	Within 45 days of enrollment, and then then fall and spring
Parent Interview	All Clayton parents.	Annually
Parent Survey	All Clayton parents	
Classroom Observations (ECERS-3, ITERS-R, CLASS I/T and CLASS Pre-K)	All classrooms	Winter
ESI and ASQ	All classrooms	Within 45 days of enrollment
Teaching Strategies GOLD	All children	Fall, Winter, Spring, Summer

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Teaching Strategies GOLD® (TSG), an assessment system for children from birth through kindergarten measures the knowledge, skills, and behaviors that are most predictive of school success. TSG blends ongoing, authentic, observational assessment across all areas of development and learning with intentional, focused, performance-assessment tasks for selected literacy and numeracy objectives. Teachers use system reports to observe and document children’s development and learning over time; plan instruction to support children’s needs; identify children who might benefit from additional support, screening, or further evaluation; and report and communicate progress with family members and others. The Continuous Learning and Data Team partners across all program options to use this assessment system to collect and gather child outcome data for program-level accountability; generate reports to guide program planning and professional development opportunities; and inform strategic investments to close learning gaps.

d. **Opportunities for Parents and Families to be Engaged.** Child development services are individualized through a childcare plan and the Individual Child Curriculum Plan (ICCP) collaboratively developed by program staff and parents. Data from children’s screenings and assessments guide individual goal setting with children and families. Parents engage in reflective inquiry sessions to review and analyze data and set goals to improve outcomes for children and families. In turn, each child’s ICCP guides the planning of developmental interactions with the child, aligns goals with current developmental needs, provides a structure for parent-staff collaboration, and sets out guidelines for meeting agreed upon goals. Communication between parents

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and caregivers about the child's development is central to the process of individualization.

CFEs and teachers collaborate with parents to expand everyday learning through home links and Teaching Strategies GOLD© parent activities. Monthly parent-child activities-in each classroom engage parents with the classroom curriculum and promote the home-school connection. Bi-annual program-wide all-parent meetings offer data dialogue, training and support in diverse topics related to child development and engage the family in their child's education. An interdisciplinary work group examines the rigor and outcomes of curricula implementation using a curriculum mapping tool and lesson planning rubric.

- e. Not Applicable – Clayton Early Learning does not currently serve AIAN children.

## **7. Health**

Clayton Early Learning takes a holistic approach to every child's well-being by offering comprehensive health, mental health, and nutrition services. Through partnerships with community agencies and consulting with a variety of parent driven workgroups and initiatives, we have developed health services that meet the needs of every child and family developmentally, culturally, and linguistically to lay the foundation for school readiness. Clayton Early Learning has a Nutrition and Health manager that is responsible for overseeing these holistic services. Through the guidance and support of Community Health and Nutrition Consultants and the onsite Health team the daily needs

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of children and families are addressed to ensure appropriate and timely well child checks, dental, hearing, and vision screenings, follow-up, and referral support.

Within 45 days of enrollment, all children entering Clayton Early Learning Head Start receive hearing and vision screenings. Within 90 days of children's enrollment, Clayton Early Learning ensures children have an ongoing source of medical and dental care and are up to date on all primary and preventative health care (well child visits and immunizations). Clayton Early Learning connects families to geographically proximate Denver Health School-Based Health Clinics. These clinics can serve 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. Onsite dental screenings are provided to children by Children's Hospital Pediatric Dentistry. Onsite Hearing and Vision screenings are provided to children by the Marion Downs Center for Hearing Speech and Language and Denver Health.

Through a partnership with Denver Health, Women, Infants and Children (WIC) program, a dietician provides onsite nutritional support to families, children, and staff. Children with special dietary needs are identified with a nutritional history as part of the enrollment process. The dietician develops parent educational materials and provides training to program staff on nutritional concerns (obesity, underweight, and anemia). Clayton Early Learning is the first school in Colorado to offer WIC appointments on site to better meet the needs and schedules of working families.

The Clayton Early Learning Head Start food program meets the USDA Child and Adult Care Food Program (CACFP) guidelines. A nutrition team (including a trained chef)

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prepare nutritious meals and snacks from natural ingredients, primarily plant-based, to minimize the intake of processed foods. Meals are served family-style with the teacher participating. The provided meals supply one-half to two-thirds of a child's daily nutrition needs. Clayton Early Learning sends an annual survey to parents and staff requesting feedback on the food program. Program enhancements and menu changes are made based on the feedback received. To maintain a high level of quality in its food program, Clayton Early Learning receives independent monitoring three times throughout the year. Clayton provides 1,000 scratch, seasonal, plant rich, delicious yet nutritious meals to our children every day. As part of our whole child whole family approach, we also provide our families and staff with these same opportunities. Clayton Early Learning is in the process of implementing a "seed to stomach approach" in its meal program and classroom nutrition activities. The more than 30 garden plots on campus offer children the opportunity to plant, grow, tend, harvest, and eat fresh fruits and vegetables. Children are encouraged to try and enjoy a wide variety of produce as they develop a sense of ownership and confidence exploring natural environments. Helping children learn where, how and why food grows builds a positive foundation for health, nutrition, and well-being throughout their life. Clayton Early Learning created "Clayton Cooks" a recipe book in English and Spanish as well as the Cooking with Clayton series for the children, families, and staff to be able to have the same access to high quality, affordable, and healthy meals in their homes. Clayton has an onsite, free of charge Clayton Cares Market where families and staff have weekly access to organic high quality fresh fruit, vegetables, meat, fish, poultry, eggs, milk, grains, household

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supplies, books, clothing. Parents and staff participate in cooking classes for healthy eating and engage in campus and community wellness activities to expand their health and nutrition knowledge. The Culture of Wellness, I am Moving, I am Learning, and National Integrative Nutrition Education programs offer families a variety of resources and learning opportunities related to nutrition, healthy eating routines, and physical movement. A Health Services Advisory Committee comprised of staff, a nurse, a physician's assistant, a dental assistant, a speech language pathologist, and a state child health representative meets quarterly to review and support implementation of health practices. Members of this team also meet regularly with CFEs to provide resources and referrals that support families' health and well-being. Clayton Early Learning partners contracts with additional health providers as needed.

Clayton works with the Denver Health School Based Mental Health team and Mental Health Center of Denver to provide mental health consultative services. Monthly Early Intervention (EI) meetings are conducted with each classroom and home visitor to discuss individual children and their development, and classroom challenges and needs. In these meetings, mental health consultants offer suggestions, ideas, and strategies to the teachers and CFEs who work with families. The EI team includes service providers, and our licensed early childhood mental health consultants (ECMHC), who visit classrooms on a weekly basis. For additional mental health and wellness support, teachers can request classroom level consultation, and parents can request individual child or parent consultation. ECMHCs provide referrals for child and family therapy as requested. Clayton contracts with Denver Children's Advocacy Center to provide

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bilingual licensed mental health services to families. Families can sign up for individual or couple therapy sessions with our Family Liaison. The Family Liaison also assists families to navigate additional mental health resources in the community. Clayton's Inclusion Coordinator facilitates Positive Behavior Support (PBS) plan creation as needed, and includes family members, teachers, and CFEs and coaches to identify the child's strengths and needs from multiple perspectives and to plan for consistent support of individual children. We integrate Conscious Discipline, our social-emotional curriculum (please refer to Section 6.a.), and Touchpoints into both EI and PBS meetings. In partnership with the Sanctuary Institute, Clayton is developing a culture-based trauma-informed practice that understands the impact of traumatic stress and has the skills and resources to minimize its long-term effects. Complementary to Clayton's whole child, whole family approach, this work will embed a restorative culture at Clayton in which staff are emotionally available to one another and to the children and families they serve. Health and safety are primary considerations in childcare settings because young children are vulnerable to experiences that may negatively impact their overall well-being. Clayton Early Learning implements policies related to creating and maintaining a safe environment (e.g., medication administration and storage, admission and readmission after illness, injury prevention, evaluating the safety of play equipment) to meet HSPPS as well as state licensing requirements. The needs of children with specific health issues (asthma, seizures, allergic reactions, etc.) are met through individualized health plans developed in partnership with the child's parents and medical providers.



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**8. Family and Community Engagement**

**a. Program strategies for building trusting and respectful relationships with families.** Clayton Early Learning provides an inclusive setting that honors and respects the culture, beliefs and traditions of all children and families. Keeping children at the center of all work, relationships are built with families using a strength-based approach that is mutually respectful. The Head Start Parent, Family, and Community Engagement Framework is used to guide Clayton Early Learnings approach to Family Engagement. Staff are warm and welcoming and ensure the school and socialization classrooms are family friendly. There are spaces for private conversations and staff focus on supporting the needs of families. Clayton Early Learning offers a variety of opportunities to make progress toward family outcomes. These opportunities allow for both individual family connections with staff and opportunities for a group of families to connect with peers and the community. Clayton Early Learning employs bilingual and multicultural staff. Key program resources and communications (e.g., Family Handbook) are available in English and Spanish. Program leadership strives to recognize and build on the unique strengths, values and goals of individual children, families, and staff in all aspects of the program. Staff and families are encouraged to

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celebrate and honor diversity through sharing cultural experiences, worldviews, and traditions.

**b.** Engagement activities that support parent-child relationships, child development, family literacy and language development. Clayton Early Learning uses the Head Start Parent, Family, and Community Engagement (PFCE) Framework, the Educare Core Features, and the Touchpoints® approach to shape and support program family engagement practices. Strong leadership with understanding the importance of supporting families is a critical component for ensuring positive parent-child relationships. The FPCE Framework, the Educare Core Feature of Intensive Family Engagement and Touchpoints® place a strong emphasis on program staff honoring and supporting parents as the primary teachers and their relationships with their children. The Touchpoints® approach to family care builds understanding of child development and supporting relationships. In addition to the activities and supports described in Section 6.d., the program offers on-site parent support groups and Conscious Discipline parenting classes, in English and Spanish. Dialogic Reading training is offered to families at least quarterly. Families are encouraged to read in their home language. Books are often distributed to families at family meetings and events to help build a home library. Our Parent Committee and Family Engagement Team offer a wide range of activities throughout the school year that celebrate and honor all families in their critical role as a child's most important teacher. Families who attend the Parent Committee plan and lead school wide events utilizing parent feedback from a variety of parent interest surveys and data points. Engaging all parental figures (including males,

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grandparents, and other paternal relationships) is an intentional focus of planning. Participation is encouraged through incentives and support that include transportation and childcare services. The Family Resource Library offers families access to two computers with internet and printer access, as well as books, magazines, games, and other resources. School Readiness Goals are shared and discussed at enrollment and through transitions along with Parent Meetings, Parent Committee and Policy Council. Family leaders participating in Policy Council ensure Clayton Early Learning is making progress toward family and child outcomes as well as ensuring program goals are met. Clayton Early Learning also supports Head Start and Early Head Start families in creating a learning environment at home that builds on classroom learning and provides families with more opportunities for ongoing engagement in their child's education. During monthly parent meetings and semi-yearly Parent-Teacher conferences, all parents receive individualized home-school activities to support their child's development while building on individual interests and family strengths. These activities are comprehensive, cross all domains and support the parent as the primary educator of their child. Classroom- and home-based teams develop a body of evidence for each child that is used to assess the child's development. Results are shared with parents to inform joint goal setting. Twice per year, teachers, CFEs and families meet to review ICCP goals, assess progress and identify needs and supports. The Child & Family Review process is also completed twice per year and allows for an interdisciplinary team approach to ensuring the holistic work of whole child and whole family is met by reviewing ICCP goals, Family Partnership Agreement goals, Family

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wellness and child attendance. Home visitation staff host 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. The Family Engagement team includes members who are bilingual in Spanish and English. The program has access to an interpretation service to support families as needed and to translate materials shared with families into their home language. CFEs explore community resources to provide translation and interpretation support for other languages as needed. Families who have a desire to become proficient in English are connected to English as a Second Language classes in the community.

**c. Research-based parenting curriculum.** Clayton Early Learning Early Head Start uses the *Conscious Discipline* Parent Education Curriculum that aligns with the Head Start Parent, Family and Community Engagement framework (PFCE framework). The strength of the *Conscious Discipline* methodology is systematically teaching the perceptual shift that allows adults to interpret the need behind children's behavior more accurately. The curriculum then provides foundational skills to equip adults to problem-solve and implement effective solutions. In this way, the *Conscious Discipline* Parent Education Curriculum meets families where they are, empowering all families to experience success.

The Clayton Early Learning also incorporates the *Partners for a Healthy Baby* curriculum into practice with all families. This curriculum is informed by multidisciplinary research that focuses on the importance of prenatal and child developmental periods

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for families in building a solid foundation for continued development. All CFEs use the curriculum to jointly plan and individualize home visits and school visits to meet the needs of each child and family. Program staff apply the curriculum's Family Development category to facilitate planning and implementation of each area in the OHS Parent, Family, and Community Engagement Framework.

**d. Program strategies for family partnership services.** Clayton Early Learning Early Head Start CFEs work with families to provide case management services, complete with resource and referral, advocacy, community networking, and opportunities for parents to develop parenting and other skills. CFEs build rapport with parents to address the child's educational needs and any family needs that may be hindering the family's progress. The Family Partnership Agreement (FPA) is the primary tool for coordinating comprehensive family development services. CFEs conduct parent interviews that include in-depth questions regarding families' hopes, concerns about their community, engagement in education, and understanding of child development. The program administers a Family Strengths and Needs Assessment to identify strengths and needs for each family. CFEs use information compiled from these tools to collaboratively shape individual FPAs with families.

The Family Engagement Team includes the School Director, Director of Community Engagement, Family Engagement Managers, CFEs, Family Engagement Liaisons, the Admission Specialists and Program Associates. This team develops an annual Family Engagement Plan using the results of annual parent surveys and informal parent feedback to CFEs, as well as referrals, family strengths assessment, demographic, and

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family partnership data. The Plan identifies the relevant PFCE framework goals for each activity in the plan. The Plan is comprehensive and includes parent meetings, special events, home visits, FPAs, family assessments, data collection and review, Parent Committee and Policy Council meetings, parent workshops and fatherhood activities.

Family Engagement activities are monitored through a database which tracks home visits, center visits, referrals and FPAs. The database allows staff to view information by caseloads or in aggregate. Parent Interview data is compiled and available by program option for further review and dialogue to support practice. Parent interview data and family partnership data are cross-referenced against school readiness goals.

Interdisciplinary teams review and discuss these data in monthly meetings to plan future classroom and family activities. Individual family data is used to connect families to needed services, supporting positive outcomes for families while enhancing community collaborations. Family Engagement manager and coaches work with CFEs monthly to review this information to enhance practices for supporting family success.

**e. Examples of community partnerships.** Clayton Early Learning works with a variety of partner agencies and organizations to provide comprehensive services to Early Head Start children and families. This application highlights just a few examples. Clayton Early Learning works with Parent Possible to bring Vroom to families. Vroom is a set of tools and resources developed by the Bezos Family Foundation to inspire families to turn everyday moments into "brain building moments" by layering activities that are essential to healthy brain development onto existing routines. Clayton also partners with WeeCycle, a nonprofit organization serving Colorado families that

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provides necessities to families, particularly with infants, toddlers, and preschoolers, struggling with poverty, homelessness, domestic violence, teen pregnancy, and under-employment. Bus vouchers are provided through Denver's Regional Transportation District. Cross-Purpose provides career development and training to families. Clayton also works in partnership with the Denver Child Care Assistance Program, and the Colorado Preschool program to meet the needs of families. Clayton Cares Market works with several partners, including We Don't Waste, Conscious Alliance, and Food for Thought, to provide weekly and emergency food distributions to families.

**9. Services for Children with Disabilities**

**a. Ensuring full participation.** Clayton Early Learning recruits children with suspected or previously diagnosed disabilities through its regular recruitment processes and through linkages with Early Intervention Colorado, Child Find (Part C Agency) Rocky Mountain Human Services and Sewall Child Development Center. Through DGKHS, Clayton Early Learning collaborates with the Sewall Child Development Center to identify and coordinate efforts to serve children with special needs in program classrooms. This collaboration promotes a family-friendly system in service delivery by using Sewall's on-site team for coordination of services.

**b. Meeting individualized needs.** To ensure prompt identification of children in need of a diagnostic evaluation, the process begins with screening each child within 45 days of enrollment. The Inclusion Coordinator and members of the Early Intervention team meet with the parents in a transdisciplinary Family Meeting to provide feedback

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on the observations and to determine if further assessment is advisable. If the team recommends additional testing and if the parents provide their permission in writing, Sewall/EI Colorado conducts the evaluation for English and Spanish speaking children. Testing for children of other languages is conducted by the Multi-lingual Assessment Screening Team from Denver Public Schools.

After the evaluation, an Individual Family Service Plan (IFSP) or Individualized Education Plan (IFSP/IEP) determination meeting is scheduled with the parents, the child's teacher, the CFE, the Inclusion Coordinator or Community Partnerships Specialist, a representative from the LEA, and evaluators. An IFSP/IEP is a written plan through which parents and professionals jointly determine the goals for each child's development and the services to be provided.

The IFSP/ IEP is implemented as soon as possible. In cases where a child enters the program with a pre-existing plan it is implemented within a month. Families are fully informed and engaged in the process from assessment to development of the IFSP/ IEP through regular reviews of the child's development and transition into kindergarten.

Services are coordinated through Sewall or EI Colorado and delivered either on site or in the home. The therapists that serve each child's IFSP/IEP write progress notes after each visit with the child and store the notes in a locked cabinet in the classroom. This document provides teachers and parents with more detailed information on each child's progress and next steps. The Early Intervention Team provides training and mentoring for teachers in how to better serve children with special needs both prior to identification and after IFSP/IEPs are in place. When children move from a 0-3



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Individual Family Service Plan into a preschool setting, the LEA provides screening, evaluation, IEP determination meeting, and placement services for the child and family. Clayton Early Learning also hosts an Early Intervention collaborative meeting quarterly to review and improve services to children with IFSP's/IEP's. Clayton Staff meet regularly with families to identify home school connections that best meet the child's needs. The EI team, in partnership with local advocacy groups, holds annual training to build family knowledge and understanding in reading an IFSP/IEP and in advocating to support their child's transition to preschool, kindergarten and beyond.

**10. Transition****a.b. Transitions from Early Head Start to Head Start.**

Transitions are guided by a formal interdisciplinary process characterized by collaboration between families and staff. The transition process includes strategies to prepare families to engage in and advocate for the education and development of their child. Clayton Early Learning staff begin to prepare families for the transition to kindergarten a full year in advance. Staff provide developmental guidance and written materials to families to preschool families about kindergarten and school of choice options. Transition activities include hosting "School of Choice" events to inform parents about options for kindergarten and support them in identifying a school that best meets their needs and sharing of student growth data from Teaching Strategies GOLD© between preschool and kindergarten teachers. CFEs help parents complete enrollment packets and school of choice applications (along with any other eligibility forms) and

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facilitate visits to schools as requested by parents. Well-defined transition processes are also in place for children who are not attending preschool or kindergarten and those who are receiving early intervention services. Transitions involving children with special needs and accommodations (IFSP, IEP, Behavior Plans, and/or health & nutrition plans) receive additional transition support for eligibility determination. Children and families who have transitioned from Clayton to kindergarten and other primary school grades are invited to stay connected with the Clayton Community through our alumni program. We encourage parents and caregivers who are interested in supporting other transitioning families.

**c. Transitions between programs.** In the event that a transition between program options or classrooms is necessary, the Education and Family Engagement managers, CFEs, teachers and families work together to develop a transition process that will meet each individual child's needs. This process involves an interdisciplinary approach that engages the family in planning and making the transition.

**8. Services to Enrolled Pregnant Women**

Not Applicable

**9. Transportation**

**a. Level of need for child transportation services.** Clayton Early Learning is conveniently located within the neighborhoods it serves. This geographic alignment enables most families to transport their children to school. The school is located on a main thoroughfare and close to public transportation.

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**b. Meeting families' transportation needs.** For parents commuting from outlying areas, the program provides support to identify and secure transportation resources as needed. The home-based and community collaboration options serve families for whom commuting or transportation to the school is a barrier. CFEs travel weekly to the homes of families enrolled in the home-based program option. The program offers transportation for socializations, field trips, screenings, and program events.

**C. Governance**

**Governance, Organizational, and Management Structures**

## EXHIBIT A

**Structure**

**a. Board member expertise.** Among our distinguished Board of Trustee (governing board) members, Joe Hoelscher has expertise in fiscal management or accounting; Cindy Schulz, Jodi Litfin, Jennifer Stedron, Ginger Maloney, Tina Martinez, and Meg Tomcho have expertise in early childhood education and development; and Daniel Prager and Curt Reiman are licensed attorneys familiar with program governance issues in the governing body.

**b. Community members.** The Board of Trustees includes community leaders and volunteers, representatives of local community-based agencies and nonprofits, a foundation representative, entrepreneurs, strategists, DEIB, Technology and Fundraising professionals as well as a pediatrician. Princess Mack and Brandon Garner are former Early Head Start parents.

**c. Policy Council makeup.** The Clayton Early Learning Policy Committee is comprised of ten representatives and two parent alternates. Nine are parents of children presently enrolled in Head Start program and one is a community representative. Policy Committee members represent each program option including the community-based options and are elected by their peers. The Policy Committee empowers parents and caregivers to serve as advocates for their children by having an active voice in policy making and program decisions at Clayton.

**Processes*****Governing Body***

## EXHIBIT A

**a. How the governing body receives key program information.** To inform its decision-making, the Program Committee of the Board receives regular and relevant data and program information throughout the year according to a published schedule. This information relates to strategic planning and needs assessments; recruitment, section, and enrollment; applications for funding; agency policies; self-assessment; annual operating budget and financial audit; personnel policies and procedures; Policy Council bylaws and selection procedures. Program leadership provides additional context and responds to questions. Governing body bylaws, written standards of conduct, and well-established procedures for carrying out all aspects of the board's responsibilities provide structure for the board's operations and deliberations. The Program Committee of the Board maintains effective oversight through active engagement in reviewing and approving major program policies, as well as considering program data and resulting program improvements. The Clayton Early Learning Policy Council reviews program outcomes and financial information monthly and initiates suggestions and ideas related to the program and program operations. The Parent Committee advises staff in developing and implementing program policies and activities to ensure they meet the needs of children and families, as well as participates in the recruitment and selection of employees, as requested. \_

Clayton Early Learning contracts for an annual organizational audit, including a Single Audit (under IRS Circular A-133) for major Federal programs and applies Board-approved fiscal policies and procedures for all Federal and audit reporting and tracking requirements. Auditors' reports continue to contain an unqualified opinion. The financial

## EXHIBIT A

performance of the program was highlighted in a recent Risk Management Meeting with the Office of Head Start Regional Office.

**b. Delegation of Responsibilities.** When the Board of Trustees charges advisory committees to study or address specific aspects of program governance, the Board maintains final approval of recommendations made by these advisory bodies.

***Policy Committee***

**c. Receiving and sharing key program information.** The Clayton Early Learning Policy Committee oversees the Early Head Start and Head Start programs, advancing Clayton's vision and mission of delivering high quality comprehensive services to children and families. The Policy Committee's responsibilities include:

- General planning and administrative responsibility in accordance with the HSPPS
- Initiating suggestions and ideas related to the program and program operations.
- Reviewing program outcomes and financial information on a monthly basis
- Providing ongoing support to carry out the mission of the program.

The Committee meets monthly. The elected chairperson of the Policy Committee develops meeting agendas and oversees all election processes. The chair of the Policy Council, the chair of the Policy Committee (responsible for oversight of Clayton Early Learning's Head Start program), and program management meet regularly to discuss agenda, governance responsibilities, and program issues. Clayton Early Learning

## EXHIBIT A

provides translation services, childcare, transportation, and meals at Parent Committee and Policy Council meetings to encourage participation. Monthly training is provided by leadership staff (see training plan for details).

**Parent Committees**

**d. Parent Committee and Staff Communication.** At the beginning of each year, Clayton Early Learning establishes a Parent Committee comprised of the families of currently enrolled children. Parents learn about opportunities to participate in the Parent Committee, Policy Committee, and other leadership roles during enrollment. The Parent Committee meets monthly with Clayton Early Learning staff representatives present. The Parent Committee

- Advises staff in developing and implementing program policies and activities to ensure they meet the needs of children and families.
- Participates in the recruitment and selection of employees, as requested.

**e. Policy Council and Parent Committee Communication.** The Policy Council Chair communicates updates to the Parent Committee after each meeting. Similarly, the Parent Committee shares regular updates with the Policy Council.

**Relationships**

**a. Governing board training and technical assistance.** Governing board members receive formal and informal training along with written manuals (handbooks and notebooks). The program integrates a mix of ongoing training and data dialogue to support governance development. Members also participate in conferences and workshops related to early childhood education in accordance with a conference/travel

EXHIBIT A

policy. Training content is informed by the Head Start Act and Performance Standards, community assessment, program self-assessment, and stakeholder feedback. An annual training plan outlines specific content.

**b. Conflict of Interest Policy.** The Clayton Early Learning Board of Trustees has adopted and periodically updates written standards of conduct that establish standards and formal procedures for disclosing, addressing, and resolving any conflict of interest (or appearance of a conflict of interest) as well as complaints, including investigations, when appropriate.

**c. Consultation of governing body and Policy Committee.** Clayton Early Learning promotes meaningful engagement and collaboration by governance members as a central strategy in providing the strongest Early Head Start/Head Start program possible. These values are reflected in organizational and board/council culture, written procedures, training practices, informal processes, communication styles and interactions with executive leadership. They ensure meaningful consultation and collaboration with the Policy Committee around joint decisions.



EXHIBIT A

## **2. Human Resources Management**

EXHIBIT A

**a. Organizational Chart.** Figure 2 (on the following page) shows the current organizational chart and identifies the management team and staff structure. Head Start programming at Clayton Early Learning is led by Paula Smith, Chief Impact Officer. Ms. Smith's credentials and depth of experience in bridging research and high-quality practice combine with her proven service in the complex role of the Early Head Start Director to position her well for this role. The Educational Services teams that report to Paula Smith are led by Geri Mendoza, School Director (overseeing school services); Shelly Anderson, Director, Continuous Learning and Data (overseeing coaching and data); Maricela Palomares, Director, Community Engagement (overseeing Home Based, Community and directing the EHS-CCP project); and, Jennifer Smith, Director,

EXHIBIT A

Comprehensive Services (overseeing health, nutrition, disabilities and mental health)

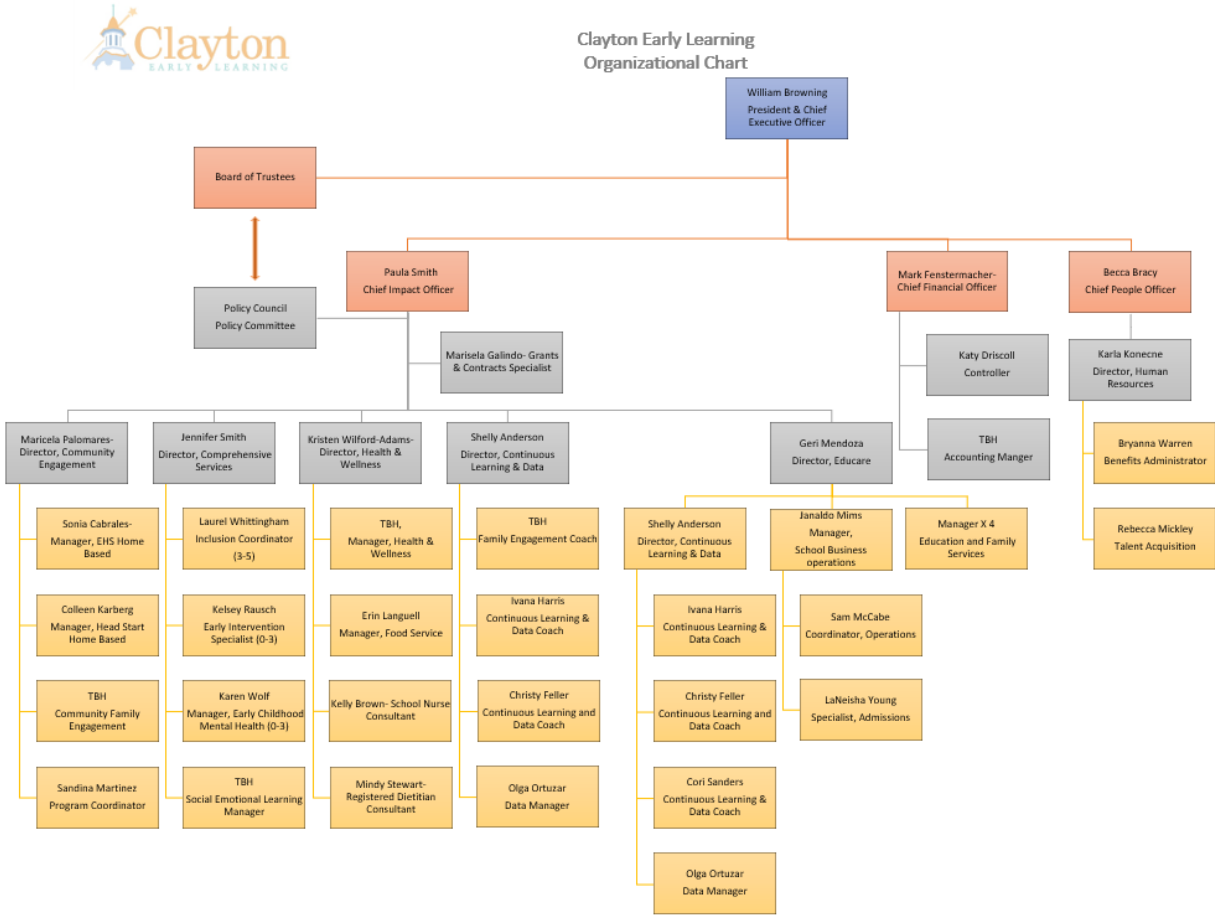


EXHIBIT A

**b. Criminal background checks.** Clayton Early Learning conducts formal reference checks before extending an offer of employment. Post-offer, newly hired staff complete an authorization for background checks prior to formal onboarding. Human Resources ensures a criminal background check is received prior to a new employee's start date. In addition, new employees' public arrest records are checked through the State of Colorado with immediate results received from the state database. A National Sex Offender Registry search is also completed prior to an employee's start date with immediate results received from the national database. Employees are fingerprinted and those fingerprints are processed through the CBI, FBI, and state child abuse database systems. Human Resources staff promptly address any issues discovered through these processes. Placement organizations, direct service contractors and consultants with whom we work complete or affirm appropriate criminal background checks as a contractual requirement.

EXHIBIT A

**c. Orientations.** New Employee onboarding consists of a series of formal training and self-paced learning experiences over the course of a two-week period that address organization mission and culture, regulatory requirements, standards of practice and required content area knowledge. Each new staff member receives a follow-up department-specific orientation checklist to guide additional orientation over a three-month period. Clayton Early Learning's Learning & Talent staff meet with new employees biweekly for the first 90 days to follow up on the orientation process, answer questions and reflect on the work. The program outlines expectations for work, job performance and conduct in documents that include the Employee Handbook, Standard Operating Procedures, Head Start Program Performance Standards and the NAEYC Code of Ethical Conduct. Executive or program staff orient consultants and volunteers to aspects of the program and program operations that are relevant to their association or scope of work with the program and supervise or monitor their work.

## EXHIBIT A

**d. Key features of staff****training and professional**

**development.** Program staff annually develop a professional development plan that incorporates training needs, formal education goals and timelines for achievement.

Embedded professional learning in the

form of weekly coaching and reflective supervision assist staff members to meet their goals. Additional support includes onsite career advising, tuition and book

reimbursement. Program staff receive training in relevant service domains with a focus on child and family development; language and literacy, curriculum, and planning; intervention strategies; health and mental health issues. Core competencies align expectations across interdisciplinary teams and inform professional development plans.

Staff also participate in activities designed to expand their cultural proficiency and to build their understanding of healthy attachments and strong, positive relationships to support the social-emotional and cognitive development of young children. Staff

enhance their skills by attending cohort Coaching sessions, data dialogues, and

reflective practice groups. Management staff also participate in coaching, reflective supervision, and leadership training. Embedded professional development is a critical

component of quality early childhood education. Not only does coaching provide time for teachers to engage in observation, reflection, and goal setting with their coach, it

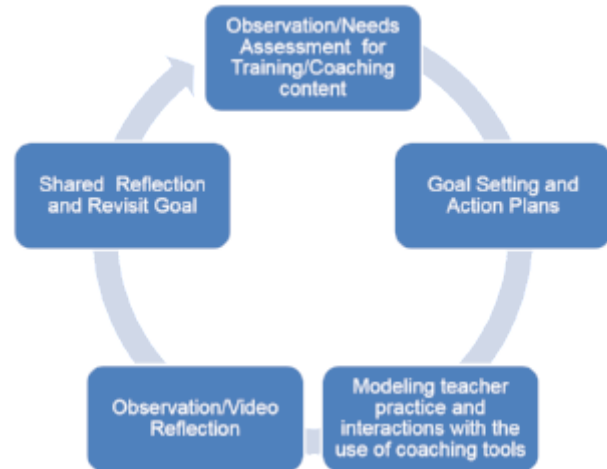


Figure 3: Clayton Early Learning coaching cycle

## EXHIBIT A

promotes employee satisfaction and growth while providing opportunities for educators to explore new teaching strategies and implement innovative practices. The result is excellence in practice and service for young children and their families. Continuous Learning and Data Coaches partner with teaching staff using data to inform high quality teaching practices, plan intentionally for each child's individual needs, and increase child outcomes. The role of the Coach is to work closely with the Education Management team to ensure that all team members are setting and working toward meaningful goals and effectively elevating their teaching practice. Coaches meet with teachers in cohort coaching settings on a weekly basis, structuring their time to engage in video observation, data dialogue, and specific content areas related to CLASS and School Readiness goals. Coaches and teachers are collaborative partners with a shared understanding of the roles, goals, and expectations critical to a successful coaching relationship. Coaches model transparency, communication and accountability while providing teachers with resources, expertise, authentic professional observation as well as supportive and constructive feedback. A certified pre- and post-CLASS observation is conducted each year to assess quality of instruction. Teachers and their supervisors apply information from the CLASS assessment to inform individual professional development goals. Practice-based coaching and the TLC model focuses on the behavior marker or teaching strategy the teacher has chosen to develop or strengthen. Technology and Data Utilization training is integrated into the new employee orientation. Technology tools including electronic devices (such as iPad and laptops), web-supported databases (such as DECA, COPA and GOLD©), and hardware (such as

## EXHIBIT A

connected mobile devices) improve productivity, data analysis and documentation. Our collaboration with University of Colorado-Denver provides a one-of-a-kind opportunity for early childhood education professionals to participate in a Place Based BA program using their current teaching position as part of their coursework and learning to receive their bachelor's degree at no cost.

### **3. Program Management and Quality Improvement**

**a. Oversight and assessment of progress toward program goals.** Clayton Early Learning considers child assessment and other program data to create annual program goals, inform professional development plans, identify resource needs as well as to track its progress toward program goals and intended impacts. Interdisciplinary teams (comprised of educators, family support staff, early interventionists, researchers, and policy analysts) meet regularly to analyze the data collected, identify trends, explore issues, and note strengths and gaps in services.

Clayton Early Learning uses a comprehensive, customized database solution called Child Outcomes, Planning and Administration (COPA). This web-based software allows appropriate program staff to access child, family, and program information for the purpose of ongoing monitoring and evaluation. COPA supports the program in monitoring all areas of the HSPPS.

The Clayton Early Learning management team maintains the validity and reliability of the information system and upgrades the system to meet evolving needs. Written policies and procedures ensure confidentiality and security of all data and funds related to children, families, and staff.



## EXHIBIT A

**b. Features of continuous improvement process and system.** Using data for continuous improvement requires recognition of the value of data, the commitment and opportunity to learn about the meaning of data, and systems for sharing data. Implementation fidelity, validity and reliability of all assessment tools is monitored and maintained through a careful process of orientation, training, monitoring, and auditing of the data associated with each staff member utilizing the tool. Research and evaluation team members attend Policy Council meetings twice a year to share program data. The data utilization team meets twice a year with teaching teams to share results of data collection. Program leaders and specialists received COPA training to more efficiently use the data system for tracking and monitoring comprehensive child and family services.

Clayton Early Learning completed its tenth 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.

**c. Management of budget and staffing, including sufficient time for professional development and provision of full range of services.** The executive management team prepares the annual budget with input from program staff, fiscal staff, and the Policy Council and makes regular reports on program expenditures to the Finance, Investment and Real Estate Committee, Policy Council, and full Board of Directors. Professional development is a management and cultural

EXHIBIT A

imperative of Clayton Early Learning and includes two weeks of pre-service training and monthly training days. As noted above, new staff receive two weeks of intensive orientation and onboarding.

**Section II. Budget and Budget Justification Narrative**

**Section II. Budget and Budget Justification**

## EXHIBIT A

Clayton Early Learning is requesting \$1,702,850 for FY 2023-24; \$1,690,327 in base grant funding and \$12,253 in training and technical assistance funding to serve 184 Head Start and 22 Early Head Start children and their families in a variety of options based on community need. Clayton will provide non-federal matching funds in the amount of \$425,713 as required in the application.

**Budget Methodology.** Clayton Early Learning has identified certain operating expenses specifically aligned with the Head Start Program initiatives. The budget and narrative are summarized into key budget categories including Personnel, Fringe Benefits, Supplies, Contractual and Other. Personnel costs include teachers and support staff, both full-time and part-time, and an allocation for fringe benefits at 25% of salaries. Supplies include classroom and child supplies, diapers, formula, and other supplies. The Contractual category includes outsourced services such as nutrition, health, and consultation services for families not provided by Clayton staff. Also included are expenses for on-call temporary staffing and contracts with Florence Crittenton School Little Einstein Academy and Early Success Academy to assist 32 children under the grant agreement. The Other budget category includes other indirect operating expenses for maintaining the classrooms including, commercial insurance, building and maintenance, information technology and network support expenses. Clayton is able to provide non-federal match resources at the required level of 20% as itemized in the budget.

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**Financial Management.** Clayton Early Learning demonstrates financial stewardship by adhering to sound accounting standards, generally accepted accounting principles, and internal controls. Fiscal reports are reviewed on a regular basis by staff, the governing body, Finance, Investment and Real Estate Committee, and full Board of Directors.

An annual audit under Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) is conducted by an independent auditor. The fiscal department, under the direction of the Chief Financial Officer, follows policies and operating procedures as set forth by the Office of Head Start, the Office of Management and Budget, and the Board of Trustees. The Financial Management Department provides accounting services, including accounting and budgeting support, grants and asset management, payroll, and financial statement reporting. These services are used to help meet the required non-federal match and are itemized in the budget as "General & Administrative." The detailed budget and budget narrative is summarized in Table 4. Also included is a summary of the Non-Federal Match resources.

**Table 4: Budget/Budget Narrative for Head Start/Early Head Start Grant  
Term: July – June**

<b>Budget Category</b>	<b>Head Start Base Request</b>	<b>HS Non-Federal Share</b>	<b>Early Head Start Base</b>	<b>EHS Non-Federal Share</b>	<b>Total Per Category</b>
Staff Salaries	\$868,382	\$252,081	\$211,337	\$56,808	\$1,388,608

## EXHIBIT A

<i>Teachers, CFEs and support staff, both full-time and part-time, are included in the budget. NFS includes teachers, administration, maintenance, and support staff.</i>					
<b>Benefits</b> <i>A fringe rate of 25.0% of salaries and wages is used to cover employee benefits including health, dental, life insurance; short and long- term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(K) Employer Match</i>	\$209,138	\$61,031	\$51,950	\$13,964	\$336,083
<b>Program Supplies/Materials</b> <i>Classroom materials, furnishing, individual accommodations diapers and wipes. General office supplies: paper, pens, lamination film, folders, binders, etc.</i>	\$28,000		\$9,396		\$37,396
<b><u>Rent (if applicable)</u></b> <i>Narrative</i>					\$0.00
<b>Utilities</b> <i>Narrative</i>					\$0.00
<b>Local Travel</b> <i>Staff mileage reimbursement at the IRS approved rate.</i>	\$5,000		\$1,500		\$6,500
<b>Other (Parent Services)</b> <i>Parent/ child activities and event supplies. Home based child and family services supplies.</i>	\$6,000.00		\$3,000.00		\$9,000
<b>Technical Training and Staff Development</b> <i>Training expenses.</i>	\$8,850.00		\$3,673		\$12,523
<b>Contractual</b> <i>Community contracts with Early Success Academy, Little Einstein Academy and Florence Crintenton HS. Consultation services including nutrition and health through Denver Health &amp; Hospitals, Children's Hospital;</i>	\$152,950	\$30,738	\$80,000	\$20,000	\$283,688

## EXHIBIT A

<i>disability and mental health through Denver Children's Advocacy Center Health/disabilities services contracts. Substitute teachers.</i>					
<b>Other (Utilities, Maintenance, and repair)</b> <i>Utilities, General and administrative personnel expenses including Accounting, Human Resources and Building and Grounds. Maintenance and repair including carpet and window cleaning; sewer repair; commercial equipment and HVAC repairs, inspections, and exterminating expenses</i>	\$76,028				\$76,027
<b>Other (Building and Child liability Insurance)</b> <i>Commercial liability insurance including property, liability, umbrella, employee dishonesty, student accident and D&amp;O</i>	\$15,000				\$15,000
<b>Other (Nutrition Services)</b> <i>Food service supplies, plates, cups, silverware, etc.</i>	\$6,053		\$2,232		\$8,285
<b>Volunteers</b> <i>Narrative -</i>					\$0.00
<b>Totals</b>	<b>\$1,366,550</b>	<b>\$343,850</b>	<b>\$359,415</b>	<b>\$90,722</b>	<b>\$2,164,260</b>

EXHIBIT A

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**Section III. Budget Narrative**

**6**

**Clayton Early Learning Head Start  
Quality Improvement Funds Request  
Application Narrative FY 2023-24**

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**Section I. Application**



## EXHIBIT A

**Introduction**

Clayton Early Learning is a hub for Colorado's innovative work in early childhood development.

Committed fiercely to the belief that healthy early childhood development, combined with support for the whole family, offers one of the most powerful levers for ending inequality. Clayton plays a leadership role in demonstrating what works in the early years and the positive impact that has on children and families over time. Clayton's 20-acre campus in the heart of Denver is the home of Colorado's only Educare School, a nationally recognized model supporting children from birth to age five and their families. We also impact systems

change in Colorado and beyond through our research and evaluation services, professional development for teachers and leaders throughout Colorado, and policy and advocacy work. We nurture children and their families through a comprehensive approach to child and family development. We discover what works through innovation, research, and a system of continuous improvement. We advance the field by building the capacity of early childhood changemakers, developing products, and influencing policy and systems change. Clayton defines our comprehensive approach to early childhood education as whole child, whole family.

*Our Mission*

Clayton Early Learning is an innovation hub that fosters thriving, equitable communities by partnering with families to nurture a whole child, whole family approach to the early years, discover what works, and advance systems change.

*Our Vision*

With the support of family and community, every child's first five years create the foundation to thrive.

*Our Core Values*

At Clayton, we work to foster a community characterized by trust, dignity, love, and justice, with our children and families, our team members, and other partners on our campus and beyond. We see these values in action each and every day as they strengthen our Clayton community and our service to the children, families, and educators we serve.

**At Clayton we value:**

**Community; Collaboration; Diversity, Equity, and Belonging; Growth; Stewardship; Fun.**

## EXHIBIT A

**Current HS Operations**

In the 2023-24 program year, Clayton will serve 206 children Head Start and Early Head Start children through school, community and home based full-year program options. Clayton Early Learning offers a choice of program options to meet community needs identified in the Community Assessment. All parents have a choice of the program option that best meets their family's needs. The program reviews the allocation of slots across program options annually to ensure the mix continues to address the interests of eligible families in the broader community context. Families requiring additional wrap-around services have the opportunity to receive extended day programming through braided funding streams. Clayton Early Learning programs 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, and Denver Preschool Program. Clayton Early Learning's program design addresses the needs of the Head Start eligible population, including poverty-related challenges that affect the healthy development of young children and their school readiness. Head Start Program Performance Standards (HSPPS) shape ongoing refinements in the delivery of programs and activities to this end.

**Section II. Request****1. Facilities Improvements**

EXHIBIT A

Our aim is to make the existing facilities a better place for our children where they can practice exploration, creativity, resilience, and kindness. The primary needs in our buildings are the replacement of carpet, a new dishwasher, and other minor renovations. Clayton Early Learning will ensure that the physical environments of Head Start programs are conducive to providing effective services to children and families and are accessible to children with disabilities.

2. Training - Trauma Informed Care & Social Emotional Learning

Clayton is actively working to become a Trauma Informed Care organization that supports Mental Health and Social Emotional Learning, which will directly impact our work with Families. Trauma informed work at its core is rooted in Diversity, Equity, Inclusion and Belonging. Therefore, becoming a Trauma Informed Care organization will simultaneously strengthen our DEIB work. Clayton Early Learning is partnering with the Sanctuary Institute to move through a multi-phase process to become a Sanctuary Certified Trauma Informed Care organization. Clayton developed a CORE team of staff that leads the work, in addition, 10 staff members are trained as “Train the Trainer” to increase sustainability and provide ongoing Sanctuary training.

With the high staff turnover and staffing shortages, we have a lot of new staff that need specific and focused training on two of our supporting curriculums, Touchpoints and Conscious Discipline. Both programs support social emotional growth and learning for adults and children. While neither of these programs are new, we have not been able to support getting staff the professional development that they need to bring these programs to fidelity. These

EXHIBIT A

trainings will support teachers and CFEs in providing high quality services to children and families.

3. Technology

Child outcomes data and parent communications are accessed by staff using several devices and applications, which makes it difficult for staff, especially teachers to enter, upload and access data. With the purchase of Apple iPad devices staff will maximize communication between staff and families as well as giving teachers more access to assessment tools and tracking child progress and outcomes. The new device will provide teachers with easier use of different digital platforms such as TSGold, Tadpoles, Teams, Reachwell, etc.

4. Program Supplies and Equipment

The early years in a child's life are a critical time in brain development, children are learning and developing socially, emotionally, cognitively, and physically. Optimal child development is supported through intentionally designed environments and teacher interactions that scaffold growth along a holistic continuum. Clayton Early Learning will purchase additional classroom materials, equipment, and curricula to increase the quality of care and education.

## EXHIBIT A

**Section III. Budget Narrative**

Clayton Early Learning is requesting \$47,524.31 for FY 2023-24 in Quality Improvement funding for enhancing the Clayton Early Learning Head Start program that currently serves 206 Denver Great Kids Head Start children and families in a variety of options based on community need. Clayton will provide non-federal matching funds in the amount of \$ 11,881.01 as required in the application.

<b>Denver Great Kids Head Start Quality Improvement</b>			
	<b>Head Start</b>	<b>Early Head Start</b>	<b>Narrative</b>
Facilities Improvements	\$12,804.74		Carpet replacement, dishwasher and other minor building improvements and repairs
Staff Training	\$10,000.00		Sanctuary, Conscious Discipline & Touchpoints Training
Technology	\$15,000.00	\$2,000.00	iPad, keyboards, and software
Supplies & Equipment	\$5,000.00	\$2,719.57	Program materials, equipment, and curricula
<b>Total Amount Requested</b>	<b>\$ 42,804.74</b>	<b>\$4,719.57</b>	
<b>Non-Federal Share</b>	<b>\$ 10,701.12</b>	<b>\$1,179.89</b>	In Kind Staff services, private donations, and subsidies
Total Expenditures	\$ 53,505.86	\$5,899.46	

Non-Federal Share

\$ 11,881.01

Clayton Early Learning will meet a proportional percent of the non-federal share through private sources of subsidy dollars and in-kind staff services to support ongoing grant implementation.

Total Quality Improvement Funding

\$ 59,405.32

EXHIBIT B

Please complete the section(s) for the categories you are applying for in the narrative section -- all funds must be spent between July 1, 2023 - June 30, 2024 (add rows as necessary)										
		Head Start	COLA HS	Head Start In Kind	COLA HS In Kind	Early Head Start	COLA EHS	Early Head Start In Kind	COLA EHS In Kind	Total
<b>1.) Personnel/Salaries (detail each position)</b>		<b>\$868,382.00</b>	<b>\$56,660.02</b>	<b>\$252,081.00</b>	<b>\$24,160.60</b>	<b>\$211,337.00</b>	<b>\$15,016.12</b>	<b>\$56,808.00</b>	<b>\$4,697.94</b>	<b>\$909,055.00</b>
Hensley, Kristina	Lead Teacher	\$35,350.00	\$2,752.85		\$1,337.64					\$39,440.49
MvClure, Linda	Lead Teacher	\$34,000.00	\$2,710.85		\$1,337.64					\$38,048.49
Perry, Brenda	Lead Teacher	\$34,950.00	\$2,962.85		\$1,337.64					\$39,250.49
Kawamoto, Genevieve	Lead Teacher	\$34,000.00	\$2,836.85		\$1,337.64					\$38,174.49
Smith, Tina	Lead Teacher	\$35,000.00	\$2,920.85		\$1,337.64					\$39,258.49
Denise Ortega	Lead Teacher	\$34,710.00	\$2,710.85		\$1,337.64					\$38,758.49
Vacant	Lead Teacher	\$34,500.00	\$2,710.85		\$1,337.64					\$38,548.49
Vacant	Lead Teacher	\$34,500.00	\$2,710.85		\$1,337.64					\$38,548.49
Casillas, Diana	Teacher	\$32,853.00	\$2,002.18		\$1,150.91					\$36,006.09
Edlow, Nikki	Teacher	\$32,629.00	\$1,827.00		\$1,070.91					\$35,526.91
Pulsipher, Elijah	Teacher	\$32,043.00	\$2,184.00		\$1,070.91					\$35,297.91
Moreira, Susana	Teacher	\$32,619.00	\$1,826.71		\$1,070.91					\$35,516.62
Ibarra, Maria	Teacher	\$32,760.00	\$1,962.45		\$1,070.91					\$35,793.36
Batz-Paz, Maralyn	Teacher	\$28,080.00	\$1,764.00		\$1,070.91					\$30,914.91
Vacant	Teacher	\$32,270.00	\$1,764.00		\$1,070.91					\$35,104.91
Vacant	Teacher	\$31,270.00	\$1,764.00		\$1,070.91					\$34,104.91
Hurst, Jamee	Associate Teacher	\$36,401.00	\$2,113.56		\$495.28					\$39,009.84
Mendoza, Lucero	Associate Teacher	\$36,401.00	\$2,028.80		\$495.28		\$0.00			\$38,925.08
Wright, Kris	Associate Teacher	\$36,401.00	\$1,957.40		\$495.28		\$0.00			\$38,853.68
Vacant	Associate Teacher	\$36,402.00	\$1,957.40		\$495.28		\$0.00			\$38,854.68
Hobson, Polyxeni	Floater teacher	\$12,500.00	\$1,957.40		\$495.28		\$0.00			\$14,952.68
DeSersa-Lutz, Shaila	Floater teacher	\$12,500.00	\$1,872.23		\$495.28		\$0.00			\$14,867.51
Nunez Lara, Andrea	Home Visitor	\$10,610.00	\$0.00	\$11,693.00	\$0.00		\$0.00			\$22,303.00
Mendez, Maricela	Home Visitor	\$10,611.00	\$0.00	\$11,694.00	\$0.00		\$0.00			\$22,305.00
Rascon, Norma	Home Visitor	\$10,611.00	\$0.00	\$11,694.00	\$0.00		\$0.00			\$22,305.00
Martinez, Priscilla	Home Visitor		\$0.00		\$0.00	\$52,000.00	\$2,912.00			\$54,912.00
Allen, Molly	Program Associate	\$13,473.00	\$0.00		\$0.00		\$0.00			\$13,473.00
Martinez, Getzemani	Program Associate	\$12,681.00	\$0.00		\$0.00		\$0.00			\$12,681.00
Carter, Roberta	Program Associate	\$12,524.00	\$0.00		\$0.00		\$0.00			\$12,524.00
Martinez, Albert	Program Associate	\$12,324.00	\$0.00		\$0.00		\$0.00			\$12,324.00
Guzman Claudia	Program Associate	\$12,360.00	\$0.00		\$0.00		\$0.00			\$12,360.00
Munio, Madeline	CFE	\$23,920.00	\$1,908.82		\$460.13		\$679.50			\$26,968.45
Herrera, Jasleena	CFE	\$26,250.00	\$2,009.28		\$460.13		\$679.50			\$29,398.91
Rubio Meza, Valerie	CFE	\$20,879.00	\$1,722.00		\$460.13		\$679.50			\$23,740.63
Guthery Hoffman, Lisa	CFE		\$1,722.00		\$460.13	\$26,000.00	\$679.50			\$28,861.63
Vacant	CI coach		\$0.00		\$0.00	\$31,800.00	\$1,034.16			\$32,834.16
LaNeisha Young	Admissions specialist		\$0.00		\$0.00	\$14,137.00	\$1,034.16			\$15,171.16
Sandina Martinez	Program Associate		\$0.00		\$0.00	\$12,500.00	\$1,034.14			\$13,534.14
Maricela Palomares	Director, community Manager Home-based & community		\$0.00		\$0.00	\$13,000.00	\$1,034.14			\$14,034.14
Colleen Karberg	Director, comprehensive svcs		\$0.00		\$0.00	\$23,700.00	\$1,034.14			\$24,734.14
Jennifer Smith	Chief Impact Officer		\$0.00	\$15,000.00	\$0.00	\$15,000.00	\$0.00			\$30,000.00
Paula Smith	Manager, education		\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00			\$20,000.00
Sonia Semana	Manager, education		\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00			\$20,000.00
Stacey Speck	Maintenance		\$0.00	\$20,000.00	\$0.00	\$391.10	\$5,000.00	\$0.00		\$25,391.10
David Harincar	Maintenance		\$0.00	\$20,000.00	\$0.00	\$391.10	\$5,000.00	\$0.00		\$25,391.10
Ryan McWilliams	Director, maintenance		\$0.00	\$20,000.00	\$0.00	\$391.11	\$10,952.00	\$0.00		\$31,343.11
Monica Carter	Bus driver		\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$15,000.00
Andrea Martin	HR		\$0.00	\$9,000.00	\$0.00	\$213.96	\$6,925.00	\$391.49		\$16,530.45
Breanna Warren	HR		\$0.00	\$9,000.00	\$0.00	\$213.96	\$6,000.00	\$391.49		\$15,605.45
Rebecca Mickley	HR		\$0.00	\$9,000.00	\$0.00	\$213.97	\$5,000.00	\$391.49		\$14,605.46
Katherine Poole	Controllor		\$0.00	\$10,000.00	\$0.00	\$213.97	\$5,119.00	\$391.49		\$15,724.46
Katy Driscoll	Grants accountant		\$0.00	\$6,000.00	\$0.00	\$283.33	\$5,000.00	\$1,174.49		\$12,457.82
John Owsley	Accounts Receivable		\$0.00	\$8,000.00	\$0.00	\$283.33	\$2,500.00	\$1,174.49		\$11,957.82
Jessica Di Liberto	Grants Manager		\$0.00	\$9,000.00	\$0.00	\$13,000.00	\$213.97	\$391.50		\$22,605.47
Marisela Galindo	Accounts payable		\$0.00	\$9,000.00	\$0.00	\$213.97	\$2,500.00	\$391.50		\$12,105.47
Bryant McFarren	Program Associate		\$0.00	\$9,000.00	\$0.00			\$0.00		\$9,000.00
Nicole Lintz	Operations specialist		\$0.00	\$9,000.00	\$0.00			\$0.00		\$9,000.00
Joleen Rodriguez	Learning & talent specialist		\$0.00		\$0.00	\$157.47	\$2,812.00	\$0.00		\$2,969.47
Kathleen Storm			\$0.00		\$0.00					
<b>2.) Fringe Benefits (detail each position)</b>		<b>\$209,138.25</b>	<b>\$14,165.00</b>	<b>\$61,031.00</b>	<b>\$6,040.14</b>	<b>\$51,950.00</b>	<b>\$3,754.03</b>	<b>\$13,964.00</b>	<b>\$1,174.49</b>	<b>\$361,216.91</b>
Hensley, Kristina	Lead Teacher	\$8,837.50	\$688.21	\$0.00	\$334.41	\$0.00	\$0.00	\$0.00	\$0.00	\$9,860.12
MvClure, Linda	Lead Teacher	\$8,500.00	\$677.71	\$0.00	\$334.41	\$0.00	\$0.00	\$0.00	\$0.00	\$9,512.12
Perry, Brenda	Lead Teacher	\$8,737.50	\$740.71	\$0.00	\$334.41	\$0.00	\$0.00	\$0.00	\$0.00	\$9,812.62
Kawamoto, Genevieve	Lead Teacher	\$8,500.00	\$709.21	\$0.00	\$334.41	\$0.00	\$0.00	\$0.00	\$0.00	\$9,543.62
Smith, Tina	Lead Teacher	\$8,750.00	\$730.21	\$0.00	\$334.41	\$0.00	\$0.00	\$0.00	\$0.00	\$9,814.62
Denise Ortega	Lead Teacher	\$8,677.50	\$677.71	\$0.00	\$334.41	\$0.00	\$0.00	\$0.00	\$0.00	\$9,689.62
Vacant	Lead Teacher	\$8,625.00	\$677.71	\$0.00	\$334.41	\$0.00	\$0.00	\$0.00	\$0.00	\$9,637.12
Vacant	Lead Teacher	\$8,625.00	\$677.71	\$0.00	\$334.41	\$0.00	\$0.00	\$0.00	\$0.00	\$9,637.12
Casillas, Diana	Teacher	\$8,213.25	\$500.55	\$0.00	\$287.73	\$0.00	\$0.00	\$0.00	\$0.00	\$9,001.52
Edlow, Nikki	Teacher	\$8,157.25	\$456.75	\$0.00	\$267.73	\$0.00	\$0.00	\$0.00	\$0.00	\$8,881.73
Pulsipher, Elijah	Teacher	\$7,056.00	\$546.00	\$0.00	\$267.73	\$0.00	\$0.00	\$0.00	\$0.00	\$7,869.73
Moreira, Susana	Teacher	\$7,154.00	\$456.68	\$0.00	\$267.73	\$0.00	\$0.00	\$0.00	\$0.00	\$7,878.40
Ibarra, Maria	Teacher	\$7,190.00	\$490.61	\$0.00	\$267.73	\$0.00	\$0.00	\$0.00	\$0.00	\$7,948.34





## 2022-2023 Staff Calendar

July 2022						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	TH	F	S
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21	22	23	24	25	26	27
28	29	30	31			

September 2022						
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October 2022						
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30	31					

November 2022						
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20	21	22	23	24	25	26
27	28	29	30			

December 2022						
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25	26	27	28	29	30	31

January 2023						
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29	30	31				

February 2023						
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19	20	21	22	23	24	25
26	27	28				

March 2023						
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April 2023						
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May 2023						
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28	29	30	31			

June 2023						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Key	
	First Day of School/Services
	Holidays
	Policy Council
	<b>Onboarding Weeks</b>
	Payday
	Special Events
	Home Visits/Conferences
	Clayton Connects Day
	School Break

Date	Special Event
8/22-9/1	Pre-Service
9/6	1st day of School & Play N Learn
9/12	1st day of Home Based Visits
9/22	Back to School Night
10/3	Student Count Day!
11/7-11/11	Policy Council Orientation
11/21	Ed Services PD
12/6	Colorado Gives
12/15	Early Student Release 12:30 Celebration of Culture

Date	Special Event
2/16	Early Student Release 12:30
3/23	Ed Services Spring Fling
4/21	Early Student Release 12:30 1:00-4:30pm Ed Services PD
5/12	Last day of PreK Homebased Children
5/19	Last day for PreK Home Based Staff
5/26	Last Day for Full Day Children
6/5	Last day for Full Day Staff
6/23	Ed Services Summer Bash

**TSG Checkpoints Due:** October 28 | February 3 | April 28  
**45 and 90 Initial Screenings:** October 20 | December 2





## 2022-2023 Family Calendar

July 2022						
S	M	T	W	TH	F	S
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August 2022						
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September 2022						
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October 2022						
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30	31					

November 2022						
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27	28	29	30			

December 2022						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
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February 2023						
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March 2023						
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April 2023						
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23	24	25	26	27	28	29
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May 2023						
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7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	29	30	31			

June 2023						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Key	
	First Day of School/Services
	No School: Holiday
	Policy Council
	Special Events
	No School: Home Visits/Conferences
	No School: Staff Training

Date	Special Event
9/6	1st day of School & Play N Learn
9/12	1st day of Home Based Visits
9/22	Back to School Night
10/3	Student Count Day!
11/7-11/11	Policy Council Orientation
12/6	Colorado Gives
12/15	Early Release 12:30 Celebration of Culture

Date	Special Event
2/16	Early Release 12:30
3/23	Spring Fling
4/21	Early Student Release 12:30 1:00-4:30pm Ed Services PD
5/12	Last day of PreK Homebased Children
5/26	Last Day for Full Day Children
6/23	Summer Bash

## Denver Great Kids Head Start - Program Year 28 Report Schedule

### EXHIBIT D

REPORT TYPE	NAME AND DESCRIPTION	DUE DATE	RESPONSIBLE PARTY	DELIVERY METHOD
ENROLLMENT	Comprehensive Template	5th of Every Month	Cross-Content Areas	Data Connector
ATTENDANCE	Attendance Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
PHYSICAL HEALTH	Comprehensive Template	5th of Every Month	Health Coordinator	Data Connector
Marion Downs Referrals	Marion Downs Referral Template	January 15, July 30	Health Coordinator	<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
MENTAL HEALTH	Mental Health Template	10th of Every Month	Mental Health Contact	Data Connector
DISABILITIES	Disabilities Template	10th of Every Month	Disabilities Contact	Data Connector
FAMILY SERVICES	Comprehensive Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
FAMILY SERVICES	FPA's, Strength and Needs	Ongoing	Family Services/ERSEA Coordinator	Data Connector
FAMILY SERVICES	Recruitment Template	5 <sup>th</sup> of Every Month	Family Services/ERSEA Coordinator	Data Connector
EDUCATION	Raw TSGOLD data	Fall, Winter, Spring	Education Coordinators	Data Connector
EDUCATION	CLASS Scores: ALL Classrooms	DEC 15th & MAY 15th	Education Coordinators	Data Connector
EDUCATION	Coaching Logs	10 <sup>th</sup> of Every Month	Education Coordinators	<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Invoice - Variance Report, General Ledger Detail, GL Summary, and receipts for purchases >\$1K	21st of Every Month		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	USDA Reimbursement Report	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	USDA/CACFP Compliance Review Report	With 30 Days of Receipt		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Admin and Developmental Costs	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Program Budget PY28 July 2023 to June 2024	Annually, FEB 10 2024		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Single Audit Report	Annually, MAR 2024		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Inventory Report with Certification of Physical Inventory	Annually, JUL 31 2024		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Certificate of Insurance PY 28 July 2023 to June 2024	Current at time of contract - Annually, MAR 1 2024		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Budget Projection	November 2023 and March 2024		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
GRANTOR ADMIN REPORTS	Monitoring Reports/ Plans	ONGOING		Delegate Head Start Director
GRANTOR ADMIN REPORTS	Policies and Procedures	July 15	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="#">DGKHS Executive Director</a>
GRANTOR ADMIN REPORTS	Licensing Reports/Findings of DGKHS HS and EHS Facilities	Within 48 Hours of Delegate Agency Receipt of Any Local/State Licensing Report	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="#">DGKHS Executive Director</a>
GRANTOR ADMIN REPORTS	Policy Council Minutes	Last Business Day of Month Following Meeting	DGKHS Office Manager	Delegate Head Start Director
DELEGATE ADMIN REPORTS	Self-Assessment	JAN 31st	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="#">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Policy Council Delegate Report	5th Day of Every Month or Following Day if Holiday	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="#">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Policy Committee/Council Member Reports	OCT 30 and as Appointments are made	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="#">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Policy Committee Minutes	Last Business Day of Month Following Meeting	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="#">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Delegate Grant Application	JAN 30th	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="#">DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Personnel Report	Last business day of Oct., Jan., April and July	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / <a href="#">DGKHS Executive Director</a>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/10/2023

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

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

PRODUCER CCI 155 Inverness Drive West Englewood CO 80112	CONTACT NAME: Nick Campbell PHONE (A/C, No. Ext): 720-330-7132      FAX (A/C, No): 720-330-7132 E-MAIL ADDRESS: nick.campbell@thinkccig.com														
License#: 45339 CLAYEAR-01	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insuran</td> <td>18058</td> </tr> <tr> <td>INSURER B : Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insuran	18058	INSURER B : Pinnacol Assurance	41190	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Indemnity Insuran	18058														
INSURER B : Pinnacol Assurance	41190														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**    **CERTIFICATE NUMBER: 856611503**    **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2434267	7/1/2022	7/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 20,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 20,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$		
EACH OCCURRENCE	\$ 1,000,000																						
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																						
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GENERAL AGGREGATE	\$ 3,000,000																						
PRODUCTS - COMP/OP AGG	\$ 3,000,000																						
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A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2434267	7/1/2022	7/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$						
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			PHUB822005	7/1/2022	7/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$										
EACH OCCURRENCE	\$ 4,000,000																						
AGGREGATE	\$ 4,000,000																						
	\$																						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	4058502	7/1/2022	7/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 10%;">PER STATUTE</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 85%;"></td> </tr> <tr><td></td><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 500,000</td></tr> <tr><td></td><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 500,000</td></tr> <tr><td></td><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 500,000</td></tr> </table>	X	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 500,000		E.L. DISEASE - EA EMPLOYEE		\$ 500,000		E.L. DISEASE - POLICY LIMIT		\$ 500,000
X	PER STATUTE	OTH-ER																					
	E.L. EACH ACCIDENT		\$ 500,000																				
	E.L. DISEASE - EA EMPLOYEE		\$ 500,000																				
	E.L. DISEASE - POLICY LIMIT		\$ 500,000																				
A	CYBER LIABILITY			PHSD1730318	8/1/2022	7/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>LIMIT</td><td>1,000,000</td></tr> </table>	LIMIT	1,000,000														
LIMIT	1,000,000																						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 As required by written contract or written agreement, elected, appointed, employees and volunteers of the City & County of Denver are included as Additional Insured for ongoing operations under General Liability.

<b>CERTIFICATE HOLDER</b>  Denver Office of Children's Affairs 201 W. Colfax Avenue, Dept 1101 Denver CO 80202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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3801 Martin Luther King Blvd. | Denver, CO 80205

**Web:** [claytonearlylearning.org](http://claytonearlylearning.org)**Direct:** 303-398-8581

## EXHIBIT F

**CLAYTON EARLY LEARNING**

## Head Start and Early Head Start Site Locations

FY 2023-24

<u>SITE</u>	<u>OPTION</u>	<u>CLASSROOM</u>
Clayton Early Learning Educare Denver 3751 Martin Luther King Blvd. Denver, Co 80205	School-based	Room 123 Full-day Room 128 Extended-day Room 140 Extended-day Room 146 Full day Room 166 Full day Room 172 Extended-day Room 183 Extended-day Room 188 Full day
Clayton Early Learning Educare Denver 3605 Martin Luther King Blvd. Denver, CO 80205	Home-based	HS Socialization Room EHS Socialization Room
Early Success Academy 4870 Chambers Road Denver, CO 80249	Center-based	Green Room full-day
Florence Crittenton Early Learning 96 S. Zuni Street Denver, CO 80223	Center-Based	Preschool Full-day
Little Einstein Academy 3105 W. Iowa Ave Denver, CO 80219	Center-Based	Toddler 1 Full-day Toddler 2 Full day

EXHIBIT G  
TITLE II - REVISED MUNICIPAL CODE  
Chapter 20 - FINANCE  
ARTICLE IV. - CONTRACTS, PURCHASES AND CONVEYANCES  
DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

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***DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS***

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

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

## EXHIBIT G

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contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific agreements that the city will reimburse the contractor at the increased prevailing wage rate(s). Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective until the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

(c) *Determination of prevailing wages.*

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

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

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

## EXHIBIT G

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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

## EXHIBIT G

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- 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



## EXHIBIT G

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- 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

## EXHIBIT G

hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.

- (5) The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
- (6) Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

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

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

- (a) *In general.* A contractor shall be subject to debarment and disqualification from the award of any contract upon a determination that grounds for debarment exist as provided in this section.
- (b) *Definitions.* As used in this section:
  - (1) *Contract* shall mean a contract or a purchase order authorization for construction, alteration, improvement, repair, maintenance or demolition of any city-owned or leased building or performed on city-owned land by or on 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, and includes subcontracts.
  - (2) *Contractor* shall mean a contractor who has contracted with or is seeking to contract with the city or to provide goods or services to or on behalf of the city and a subcontractor or supplier of any tier.
  - (3) *Debarment board* or *board* shall mean a board consisting of the manager of transportation and infrastructure, the manager of aviation, the manager of general services, the director of the division of small business opportunities, and the auditor. In the event any member of the board has a conflict hearing a particular matter, the conflicted member will delegate his or her duties as a member of the debarment board to another individual within his or her department or division.
- (c) *Grounds for debarment.* As used in this section, "grounds for debarment" shall mean the occurrence within the three (3) years immediately preceding a report as provided in subsection (d) of:
  - (1) A willful failure or refusal of a contractor to pay prevailing wages in violation of section 20-76. In any proceeding arising under this section, a "willful failure or refusal" may be proven by evidence that the contractor has intentionally or repeatedly paid less than the required prevailing wage(s), either under the same contract or under two (2) or more contracts, including subcontracts.
  - (2) Intentional or repeated violations of the obligations imposed upon the contractor by contract provisions that substantially conform to the requirements of subsection 20-76(d).
  - (3) Any suspension or termination of a contract by the city or any agency thereof due to a violation of section 20-76.
  - (4) Any violation of any applicable city or state law establishing journeyman to apprentice ratios for the performance of work distinctive to a specific craft of trade or requiring licensing for the performance of

## EXHIBIT G

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- any type of construction work, when such violation occurred in the course of a contract, and when such violation demonstrates an intent by a contractor to evade the requirements of section 20-76 for the payment of prevailing wages.
- (5) Any violations described in D.R.M.C. section 28-77.
  - (6) Conviction of a criminal offense under local, state, or federal law or entry of a civil judgment for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty by a contractor or an officer, director, partner, manager, key employee, or other principal of a contractor.
  - (7) Conviction of a criminal offense or entry of a civil judgment related to obtaining or attempting to obtain a public or private contract or subcontract, including, but not limited to, bid rigging or collusion by a contractor or an officer, director, partner, manager, key employee, or other principal of a contractor.
  - (8) Serious violation of the terms of one or more contracts with the city, including willful material failure to perform, following notice of such failure, or a history of material failure to perform, or of materially unsatisfactory performance of one or more contracts with the city.
  - (9) Current debarment by any other governmental entity based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity.
  - (10) Any other cause of so serious or compelling a nature that it affects the present responsibility of a contractor or subcontractor.
  - (11) Any violations of or described in D.R.M.C. section 20-80.
  - (12) Any violations of or described in D.R.M.C. sections 20-82 through 20-84.
  - (13) The term "grounds for debarment" shall not include any isolated or insubstantial violation of law that is promptly corrected by a contractor in accordance with the requirements of the city.
- (d) *Reports to debarment board.* Any officer or employee of the city responsible for enforcing the laws set forth in paragraph (4) of subsection (c) of this section, or for the administration of the contracts of the city shall promptly report to the debarment board in writing any grounds for debarment coming to the attention of the officer or employee. Submittal of such a report to the board by an officer or employee who is on the board or who works under any member of the board shall not disqualify on its own that board member from serving his or her duties on the board with regard to the submitted report.
- (e) *Debarment investigation; notice to contractor.*
- (1) Following the receipt of a report of grounds for debarment under subsection (d), the debarment board shall conduct an investigation. After the board has made an initial investigation of the facts and circumstances underlying the report, the board shall send a written notice of investigation to the contractor against whom the report was made. Such notice shall be sent by certified mail, return receipt requested, and shall contain a concise statement of the report and the underlying facts and circumstances as they appear to the debarment board at the time of the notice. The notice shall inform the contractor that it has twenty (20) business days in which to respond to the board in writing.
  - (2) The contractor's response shall include a statement of the following:
    - (i) Which, if any, of the facts cited in the notice the contractor does not contest;
    - (ii) Any facts not included in the notice which the contractor believes to be relevant to the investigation;

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- (iii) The contractor's statement of the facts and circumstances relevant to the report and investigation; and
  - (iv) Any mitigating factors related to the grounds for debarment.
- (3) After receipt of the contractor's written response, the debarment board shall meet with the contractor to discuss and review the facts and circumstances relevant to the report under investigation. The board may meet more than once with the contractor during the investigation. The contractor may be represented by counsel at such meeting(s), and may present documentation and exhibits to the board for the board's consideration.
- (4) It is not the intent of this subsection (e) that the debarment board shall conduct informal or formal hearings during the investigation, but rather that the contractor against whom the report is made shall have the opportunity to be notified of the investigation and to present information relevant to the report. If a contractor does not timely respond to a notice of investigation sent under this subsection (e), the board shall proceed with the investigation.
- (f) *Determination of debarment.* Following the investigation under subsection (e) of this section, and after consultation with the city attorney, the debarment board may determine that no further action is required, or may debar a contractor from consideration for any contract upon the affirmative vote of at least three (3) members of the board for a period of up to three (3) years. If the board determines to debar a contractor, then the board shall send a written notice of debarment by certified mail, return receipt requested, to the contractor, and the notice shall inform the debarred contractor of the right to appeal the decision administratively in accordance with subsection (h) of this section.
- (g) *Effect of debarment determination.* A debarment determination shall take effect thirty (30) days after the contractor receives notice of the determination unless an appeal is filed during that time in accordance with subsection (h) of this section. After the debarment decision takes effect, the contractor debarred shall remain debarred unless a court or the board orders otherwise or until the debarment period specified in the determination expires. A debarment shall disqualify the contractor from the award of any contract during the period of debarment, and shall be binding upon any and all city departments and agencies responsible for the award of contracts.
- (h) *Suspension.* The debarment board, in consultation with the city attorney, may temporarily suspend any contractor because a criminal investigation has commenced or a criminal charge has issued against the contractor or an officer, director, partner, manager, key employee, or other principal of a contractor for an offense under local, state, or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of antitrust statutes, or other law indicating a lack of business integrity or business honesty until the investigation is concluded without charges or the charges are resolved through conviction, plea, dismissal, or other resolution.
- (i) *Appeals.*
- (1) Any contractor who disputes any determination of debarment made pursuant to this section may petition the debarment board 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 debarment board shall designate a hearing officer to hold such hearing, and shall be represented before the hearing officer by the city attorney.
  - (3) Such petition shall be filed 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

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accordance with rules and regulations issued by the board. The petitioner shall bear the risk of non-persuasion, and the standard of proof shall conform to that in civil, non-jury cases in state district court.

- (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order of the hearing officer and may be reviewed under Rule 106(a)(4), C.R.C.P. by the petitioner or by the city.
  - (5) The district court of the second judicial district of the state 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) C.R.C.P.
  - (6) Any appeal of a debarment determination shall automatically stay the effect of the debarment until the appeal is finally resolved.
- (j) *Debarment list.* The debarment board shall maintain a list of any and all contractors debarred in accordance with this section and shall promptly notify the auditor, the mayor, the city council, the manager of transportation and infrastructure, the manager of aviation, the manager of parks and recreation, the director of the division of small business opportunity, and the manager of general services of any additions or deletions to the debarment list.
- (k) *Mandatory contract provision.* Every contract shall contain a provision prohibiting the contractor from hiring any subcontractor that is currently debarred by the city in accordance with this section.
- (l) *Other remedies preserved.* The operation of the debarment process under this section 20-77 shall not preempt or supersede existing remedies or penalties for violation of prevailing wage, building code or other city laws and regulations, or other discretionary activities of appropriate city officials with respect to contract issues that may be provided by law.
- (m) *Guidelines; rules and regulations.* The debarment board is authorized to promulgate guidelines and rules and regulations as may be necessary to effectuate the purposes of this section 20-77.

(Ord. No. 581-03, § 1, 7-14-03; Ord. No. 985-16, § 2, 11-7-16; Ord. No. 194-19, §§ 1—3, 4-8-19; Ord. No. 39-20, § 38, 2-3-20)

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

No warrant or demand for payment to any contractor under any such contract shall be drawn or allowed by the manager of finance unless such contractor shall have filed with the auditor the reports and statements required by section 20-76(d) nor while any such contractor or any subcontractor under the contractor shall be in default in the payment of such wages as are required by the contract.

(Code 1950, § 161.1F; Ord. No. 656-06, § 2, 10-9-06)

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

The provisions of this division shall constitute a part of every contract of employment between every contractor or subcontractor and any employees performing work covered by the provisions of this division.

(Code 1950, § 161.1G)

<b>DENVER GREAT KIDS</b>		
<b>EARLY HEAD START/HEAD START INDIVIDUALIZED HEALTH PLAN</b>		
<b>CENTER:</b>	<b>CHILD'S NAME:</b>	
	<b>DATE:</b>	<b>NURSE/HEALTH TEAM REVIEW INITIALS</b>
<b>FIRST DAY OF ATTENDANCE IN CLASSROOM:</b>		
<b>INDIVIDUALIZED HEALTH PLAN IN PROCESS</b>		
<b>MEDICAL HOME IDENTIFIED BY PARENT</b>		
<b>HEALTH INSURANCE IDENTIFIED BY PARENT</b>		
Referred to Covering Kids or DH Enrollment Specialist		
<b>HCT Result</b>		
<b>LEAD Result</b>		
<b>TB Result OR Risk Assessment</b>		
<b>HCAP 1</b>		
<b>HCAP 1 Completed &amp; Expiration date</b>		
<b>HCAP 2</b>		
<b>HCAP 2 Completed &amp; Expiration date</b>		
<b>IZ IN CHART AND UP-TO-DATE FOR AGE</b>		
Is there a Statement of Immunization Exemption on File?		
<b>CURRENT PE IN CHART</b>		
<b>1 month</b>		
<b>2 months</b>		
<b>4 months</b>		
<b>6 months</b>		
<b>9 months</b>		
<b>12 months</b>		
<b>15 months</b>		
<b>18 months</b>		
<b>24 months/2 years</b>		
<b>3 years</b>		
<b>4 years</b>		
<b>5 years</b>		
<b>HEALTH SCREENINGS COMPLETED WITHIN 45 DAYS</b>		
Health Screenings retests needed		
<b>REFERRAL NEEDED BASED ON HEALTH SCREENINGS</b>		
Referral completed		
<b>DENTAL HOME IDENTIFIED</b>		
<b>DENTIST'S EXAM COMPLETED WITHIN 90 DAYS</b>		
Treatment completed		
	<b>Most Recent Fall Data</b>	
Fall Height		
Fall Weight		
Fall BMI		
	<b>Most Recent Spring Data</b>	
Spring Height		
Spring Weight		
Spring BMI		



# Head Start Eligibility Verification Form

1. Child's name: \_\_\_\_\_

2. Child's date of birth: \_\_\_\_\_

3. Is this child eligible to participate in the program?  Yes  No

4. Type of eligibility interview conducted:  In-person  Audio or Video Call

5. Indicate the applicable eligibility criterion for this child:

- |   |   |
|---|---|
| <input type="checkbox"/> Experiencing Homelessness                  | <input type="checkbox"/> Other (up to 10% may fall into this category, up to 49% for AI/AN programs)        |
| <input type="checkbox"/> Foster care                                |   |
| <input type="checkbox"/> Public assistance (TANF, SSI, SNAP)        | <input type="checkbox"/> Income between 100-130% poverty guidelines (up to 35% may fall into this category) |
| <input type="checkbox"/> Income at or below 100% poverty guidelines |   |

6. What documentation was used to determine eligibility and is included as part of the eligibility determination record?

- |  |   |
|--|---|
| <input type="checkbox"/> Income Tax Form 1040            | <input type="checkbox"/> Unemployment documentation                     |
| <input type="checkbox"/> W-2                             | <input type="checkbox"/> Written statement (employer, service provider) |
| <input type="checkbox"/> TANF documentation              | <input type="checkbox"/> Foster care reimbursement                      |
| <input type="checkbox"/> SSI documentation               | <input type="checkbox"/> Family signed declaration                      |
| <input type="checkbox"/> SNAP documentation              | <input type="checkbox"/> Other, please describe:<br>_____               |
| <input type="checkbox"/> Pay stub or earnings statements | _____   |

7. Staff signature: \_\_\_\_\_ Date: \_\_\_\_\_

8. Staff name: \_\_\_\_\_ Title: \_\_\_\_\_

Notes: