

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the Denver Head Start Office (the “Agency”, and office of the Office of Children’s Affairs, and together with Denver, the “City”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 1860 Lincoln Street, Denver, Colorado 80203 (the “Contractor”), jointly “the parties”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Exhibit B, Contractor’s Budget.

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

D. Exhibit D, Schedule for submission of reports.

E. Exhibit E, Certificate of Insurance.

F. Exhibit F, Site Locations.

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

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

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

5. SERVICES TO BE PERFORMED:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. COMPENSATION:

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

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

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

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

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Nine Hundred Eighty-One Thousand Five Hundred Fifteen Dollars and Zero Cents (\$1,981,515.00)** (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 Ninety-Five Thousand Three Hundred Seventy-Eight Dollars and Seventy-Five Cents (\$495,378.75)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly

basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

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

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

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

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

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

8. REPORTS:

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

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

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

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

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

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

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

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

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

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

(9) **Inventory Report.** In accordance with Section 19 below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as

designated by the City's Head Start Director. The date for submission of the Inventory Report may be set forth in **Exhibit D** or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

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

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

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

11. EXAMINATION OF CONTRACTOR RECORDS:

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

B. The Contractor will keep true and complete records of all business

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

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

12. AUDIT REQUIREMENTS:

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

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

C. If, as a result of any audit relating to the fiscal performance of Contractor or its Subdelegates concerning Head Start programs, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor will so notify the City, in writing, and will identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that if Contractor's notice is dated within thirty calendar days prior to the

deadline established or permitted by the ACF, then Contractor's corrections will be made and submitted to the City on or before the fifth working day from said federal deadline. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible HHS official.

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

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

14. INSURANCE:

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

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums

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

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

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

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

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

(6) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into

this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

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

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

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

(12) **Additional Provisions**:

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

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

(b) For claims-made coverage:

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

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

(13) 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. LIABILITY: Each party to this Agreement shall be liable for the actions and omissions of its respective officers, agents, employees, Subdelegates, and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of this Agreement.

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

17. ASSIGNMENT AND SUBCONTRACTING:

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

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

created between the City and the Subdelegate, sub-consultant, subcontractor or assignee.

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

18. TERMINATION:

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

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

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

(3) Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in

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

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

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

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

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

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

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

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

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

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

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

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

19. OTHER GROUNDS FOR TERMINATION:

A. By the City.

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

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

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

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

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

additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations, and activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

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

20. PROCUREMENT:

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

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

writing, any Vendor to establish and maintain a similar inventory list for all supplies and equipment purchased with funds provided under this Agreement.

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

21. SITE LOCATIONS, LEASES AND LICENSES:

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

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

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

D. **Licensing of Site Locations.** The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in **Exhibit F**. In addition, the Contractor will secure, post and maintain in its files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in **Exhibit F**. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the

Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

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

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

unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of the Services;

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

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

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

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

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

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

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

M. No Discrimination in Program Participation (Federal). The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, religion, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA), or other Federal, State or local laws that provide additional protections against discrimination. Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to be responsible for

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

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

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

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

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

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

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

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

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

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

(2) The Contractor certifies that:

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

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

(3) The Contractor also agrees and represents that:

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

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

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

(d) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal

requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

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

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

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

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

24. CONFLICT OF INTEREST:

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

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions,

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

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

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

With a copy of any such notice to:

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

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

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

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

28. CONFIDENTIAL INFORMATION; OPEN RECORDS:

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

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

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

D. “Data Protection Laws” means (i) all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all Personal Information and City Data in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines

including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children’s Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

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

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

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

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

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

I. Data Retention and Destruction: Using appropriate and reliable storage media, Contractor will regularly backup all City Data and Personal Information used in connection

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

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

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

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

M. Open Records: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201,

et seq., C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to be solely responsible for and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

29. INTELLECTUAL PROPERTY RIGHTS:

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

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

(1) To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the New Original Works are a "work made for hire" and all ownership of copyright in the New Original Works shall vest in the City at the time the New Original Works are created. To the extent that the New Original Works are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the New Original Works to the City, including the right to secure copyright, patent, trademark, and other intellectual

property rights throughout the world and to have and to hold such rights in perpetuity. The Contractor will not copyright, trademark or patent any work, materials, 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.

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

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

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

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

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

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

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

37. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or

unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

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

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

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

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

Exhibit List follows

Exhibits to Head Start/Delegate Agency Agreement

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

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: MOEAI-201948397-00

Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE

By: _____

Name: Anne Rowe
(please print)

Title: Board President
(please print)

ATTEST: [if required]

By: _____

Name: Carrie A. Olson
(please print)

Title: Board Secretary
(please print)

Approved As To Form: JDC

General Counsel

Denver Public Schools





Exhibit A

TABLE OF CONTENT

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Section II. Budget and Budget Justification Narrative

Section I. Program Design and Approach to Service Delivery

Sub-Section A. Goals

1. Program Goals, Measurable Objectives and Expected Outcomes

No changes have been made in this section.



Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>1 A. Ensure quality educational experiences for children and implement best school readiness practices through a collaboration between the home and school by demonstrating growth every year in the following 5-year period toward 100% children meeting or exceeding the Head Start Early Learning Outcomes Framework (HSELOF) in its 5 Central Domains, and shared support with parents.</p>	<ul style="list-style-type: none"> • By Year 5, 100% of DPSHS children will meet or exceed expectations in the School Readiness Plan outcomes in the 5 Central Domains of the HSELOF: <ul style="list-style-type: none"> ○ approaches to learning ○ social/emotional development ○ language and literacy ○ cognition, and ○ perception, motor, and physical development. • By Year 5, share the HSELOF outcomes with 100% of the parents for their review, shared support and focus. 				
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Review and analyze TS Gold data to guide program classroom design and continuous improvement. • Implement Creative Curriculum or Tools of the Mind and its components. • Implement strategies, and supplemental programs if needed, that support all areas of the School Readiness Plan. 					



<ul style="list-style-type: none"> Observe and rate teacher-child interactions in all classrooms using the district developed growth and performance system known as LEAP (Leading Effective Academic Practice) and CLASS with feedback data provided to teachers by trained district staff. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> TS Gold: All Domains CLASS Results DGKHS' CCR Parent Survey Results 					
Progress, Outcomes, and Challenges for the Abbreviated Application					
Objective(s)	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Modified Objective 1A to include all 5 Central Domains of HSELOF, rather than 4 out of 5.	<ul style="list-style-type: none"> 85% of DPSHS children have met or exceeded expectations. 				
Progress, Outcomes, and Challenges					
Objective(s)	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>1 B. 75% of DPS Head Start teaching staff will exceed requirements for their roles according to school, district, state licensing, and Head Start expectations by developing a professional development plan at the beginning of each school year.</p> <p>And...</p> <p>100% of paraprofessionals, will meet (within 2 years of a Head Start assignment) requirements for their roles according to school, district, state licensing, and Head Start expectations by developing a professional development plan at the beginning of each school year.</p>	<ul style="list-style-type: none"> By Year 5, 75% of all teachers will have exceeded requirements for their role. By their second year of Head Start assignment, 100% of all paraprofessionals will have met requirements according to district, state licensing, and Head Start expectations. 				



-Activities or Action Steps to Meet Objective Above:

- Establish a system to promote the use of a Head Start Professional Development plan for all teachers (voluntary) and paraprofessionals (required if qualifications have not been met, voluntary otherwise).
- Support each school’s professional development goals to support Head Start teacher growth.
- Continue to participate in the Colorado Quality Rating and Improvement System or PDIS.
- Evaluate all employees through employee evaluations systems implemented by the school district.
- Review Teaching Strategies Gold data, CLASS results, and Anecdotal Records three times a year to identify trends and the need for staff training and coaching.
- Encourage the use of any Head Start funds dedicated to furthering staff education.

-Data, Tools, or Methods for Tracking Progress Above:

- TS Gold: All Domains
- CLASS Results
- Teacher degrees
- Paraprofessional Credentials
- LEAP Results

Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Modified Objective 1B to separate percentages and make them more realistic for teachers and paras.	<ul style="list-style-type: none"> • 60% of all teachers have exceeded requirements. • 79% of all paraprofessionals have met requirements. 				
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
1 C. Provide 100% of classroom staff and parents with resources, tools, and knowledge about best practices in preparation for a successful transition.	<ul style="list-style-type: none"> • By Year 5, 100% of our classrooms will have an effective system in place for staff and parents to receive resources, tools, and knowledge about best 				



	practices in preparation for a successful transition to Kindergarten.				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Communicate frequently with kindergarten teachers and parents to share classroom events, activities, and accomplishments to promote transition. • Collaborate with grantee and other delegate agencies to acquire transitional information, resources and supplies for all families. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • DGKHS' CCR Parent Surveys • Family Liaison logs • Anecdotal records of teacher and paraprofessional needs 					
	Progress, Outcomes, and Challenges for the Abbreviated Application				
Objective(s)	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
	<ul style="list-style-type: none"> • 90% of our classrooms have an effective system in place. 				



Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>2 A. 100% of the children will receive physical and mental well-being assessments</p> <p>And...</p> <p>100% of children who require follow-up service will have support plans and systems developed along with family members.</p>	<ul style="list-style-type: none"> By Year 5, 100% of the children will receive timely health, dental, vision, and hearing screenings and referrals, as needed, following the Head Start Performance Standards. By Year 5, systems will be in place and follow-up for 100% of the children who require follow-up service through a support plan and involves the child's family. 				
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Satisfy Head Start expectations and send results of health screenings home in a timely manner. Inform teachers, Family Liaison Specialist (FLS) and other relevant Head Start staff of the children referred for follow-up services. Nurses communicate with parents at drop-off and pick-up and place phone calls to parents who are not available for face-to-face meetings; and solicit interpreter services if required. Teachers, FLS and paraprofessionals provide additional reminders to parents if needed. 					



- Problem-solve with parents and staff to identify barriers to acquiring follow-up services and identify solutions to address the barriers.

-Data, Tools, or Methods for Tracking Progress Above:

- Overweight and obesity rates
- Percent of children enrolled in health insurance and have a medical home
- Percent of children who have received health screening
- Immunization Rates
- Percent of children who receive appropriate follow-up care
- TS Gold results: Social Emotional and Physical domains
- Database management system

Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Modified Objective 2A by distinguishing school and home.	<ul style="list-style-type: none"> • 100% of the children received timely screenings and referrals. • Systems are in place and follow-up service for 95% of the children. 				
Objective(s)	Progress, Outcomes, and Challenges				
Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5	
<p>2 B. 100% of the classrooms will foster a constructive and well-rounded physical/mental health and nutrition environment with supporting daily activities and practices in all DPS HS Classrooms.</p> <p>And...</p> <p>100% of the classroom teachers will share with families.</p>	<ul style="list-style-type: none"> • By Year 5, 100% of the classrooms will have exposure to physical activity, emotional support, and healthy food. • By Year 5, 100% of the classrooms will have a system to share them with families. 				



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Teachers will develop schedules and plan lessons by following district, state licensing, and Head Start requirements for family-style meals and daily exercise. Parent meetings will include health and nutrition training sessions for the benefit of the family’s lifelong well-being; interpretation services provided if required. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> TS Gold results: Social Emotional and Physical domains Classroom schedules will be posted in classrooms with appropriate time for breakfast, lunch, snacks and physical activities Educational coordinator will review schedules with teachers to ensure compliance with school, district, state licensing, and Head Start expectations 					
Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Modified Objective 2B by distinguishing school and home.	<ul style="list-style-type: none"> 100% of the classrooms have exposure. 75% of the classrooms have a system. 				
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
2 C. Monthly (9 months) reporting and feedback will occur between nurses and members of the management staff and grantee staff for support in health and wellness for all families.	<ul style="list-style-type: none"> By Year 5, monthly (9 months) reporting and feedback systems will be established between nurses and members of the management staff and grantee staff. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Monthly Mini-Focus Meetings with DPS Head Start Management Staff. 					



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<ul style="list-style-type: none"> Leverage vendor contracts to provide resources for health and nutrition support. Send results of health screenings home in a timely manner. Inform teachers, Family Liaison Specialist (FLS) and other relevant Head Start staff of the children referred for follow-up services. Problem-solve with parents and staff to identify barriers to acquiring follow-up services and identify solutions to address the barriers. Utilize additional social emotional supports as needed. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> Overweight and obesity rates Percent of children enrolled in health insurance and have a medical home Percent of children who have received health screening Immunization Rates Percent of children who receive appropriate follow-up care TS Gold results: Social Emotional and Physical domains Database management system Parent training sessions; interpretation if required 					
Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Modified Objective 2C by adding a better measurable.	<ul style="list-style-type: none"> Year to Date, 5 monthly reporting and feedback sessions have occurred. 				



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

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3 A. Fulfillment of 80% of family goals through classroom tracking by Liaisons/teachers and collective support.	<ul style="list-style-type: none"> By Year 5, 80% of all families will be helped to meet the goals in their family partnership agreements before the end of the school year. 				
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Provide HS parents with educational and leadership development opportunities. Develop Family Partnership Agreement. Strategies may vary from site to site but may include: <ul style="list-style-type: none"> Beginning Family Partnership Agreement (FPA) discussions at enrollment. Utilizing the family self-assessment tool to support families in identifying goal areas. Scheduling time for Family Liaison Specialists (FLS) to meet with parents about FPA goals during Parent/Teacher conferences. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> % of families who have completed plan goals including but not limited to: <ul style="list-style-type: none"> GED completion ESL participation Employment Retention % of families who have made progress on goals including but not limited to: <ul style="list-style-type: none"> GED participation Received Employment Resources Parent meeting attendance Database management system 					
Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5



	<ul style="list-style-type: none"> 35% of all families have met the goals in their family partnership agreements. 				
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3 B. Provide 100% of DPS HS parents with resources, increased understanding, and tools necessary to advocate, support and provide their own children with the necessary skills to enter kindergarten prepared and at or above grade level.	<ul style="list-style-type: none"> By Year 5, 100% of the children and families will be well-prepared for transition to Kindergarten by communicating their needs and opportunities for growth. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Provide HS parents with educational and leadership development opportunities. Develop Family Partnership Agreement. Strategies for ensuring effective transitions to kindergarten may include: <ul style="list-style-type: none"> Inviting Kindergarten teachers to parent meetings. Partnering with Kindergarten teachers to develop a summer activity packet for families. Providing transition materials to families to help them sustain learning over the summer. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> TS Gold Data Distribution and total number of transition kit materials DGKHS' CCR parent survey results 					
Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
	<ul style="list-style-type: none"> 25% of the children and families are well-prepared for 				



	transition to Kindergarten.				
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
3 C. Provide 100% of the parents in the Parent Policy Committee meetings with genuinely welcoming experiences for family interaction, engagement, participation, leadership and self-advocacy through increased attendance, positive feedback, and knowledge of the program as a whole.	<ul style="list-style-type: none"> By Year 5, 100% of the families will consistently engage in Head Start opportunities at their respective school or Parent Policy Committee meetings. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Provide HS parents with educational and leadership development opportunities. Strategies for consistent engagement of families in Head Start may include: <ul style="list-style-type: none"> Encouraging teacher involvement in parent meetings. Shifting language used by staff from parent “meetings” to parent “events” and/or “workshops”. Continuing to redefine and freshen the format, agenda, and marketing for parent events and workshops. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Parent sign-in forms, surveys and feedback DGKHS’ CCR parent survey results 					
Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
	<ul style="list-style-type: none"> 65% of the families consistently engage in Head Start opportunities. 				


Program Goal 4: All 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.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
4 A. 100% of children with IEPs will improve school readiness through a partnership between staff and family members.	<ul style="list-style-type: none"> By Year 5, 100% of children with an IEP will receive improved school readiness understanding through a partnership between staff and family members by the end of the school year. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Provide guidance to staff and family members on inclusive learning environments. Ensure teachers and family members have access to and understanding of IEP goals, accommodations and services for children with disabilities so that this information can be included in classroom planning and home support efforts. Maintain up-to-date tracking of children in a referral process. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> TS Gold Growth Parent surveys and feedback Database management system 					
Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
	<ul style="list-style-type: none"> 75% of children with an IEP have received improved 				



	school readiness understanding.				
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
4 B. 100% of parents with children with IEPs will participate and receive child’s re-evaluation and updated plans as required by the state during progress reports.	<ul style="list-style-type: none"> By Year 5, 100% of parents with children with IEPs will participate and receive child’s re-evaluation and updated plans as required by the state during progress reports. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Maintain up-to-date tracking of children in a referral process. Maintain a schedule in calendar and/or shared folder for management staff knowledge and support. Continuous communication and teamwork with DPS Special Ed. Staff and teachers. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Meeting timeline for evaluations Parent surveys and feedback Database management system 					
Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
	<ul style="list-style-type: none"> 100% of parents with children with IEPs have participated and received child’s re-evaluation and updated plans. 				



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
4 C. 100% of children with IEPs will have successful transitions to Kindergarten based on parent satisfaction feedback.	<ul style="list-style-type: none"> By Year 5, 100% of children with IEPs will successfully transition to Kindergarten through individualized focus and support from the Disabilities Coordinator. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Provide individualized and appropriate transition materials to families of children with disabilities. Update staff during classroom Individualization meetings and Focus group meetings as needed. Continuous communication and teamwork with DPS Special Ed. Staff and teachers. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> TS Gold Growth IEPs transitioned to Kindergarten Retention rates for children with IEPs Parent surveys and feedback Database management system 					
Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
	<ul style="list-style-type: none"> 100% of children with IEPs are on their way to successfully transition to Kindergarten. 				



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

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>5 A. Monthly (9 months) reporting through effective, efficient, clear, timely and accessible operational and financial administration.</p> <p>And...</p> <p>At least 3 consistent parent representatives each year.</p>	<ul style="list-style-type: none"> By Year 5, all 9 months will be reported through effective, efficient, clear, timely and accessible operational and financial administration as needed or requested by grantee, board and/or Parent Policy Committee. By Year 5, 3 consistent parent reps will represent DPS HS. 				
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Review financial projections and variance reports at DPS Head Start Focus Team meetings and Parent Policy Committee officers' meetings. Ensure policy and procedures defined by the School District to achieve transparency and streamlined systems. Provide the board and policy committee a supplement to the variance report that details variance in specific categories. Meet deadlines and special financial reporting requests by grantee, school district, community or parent group/representative in a timely manner. TS Gold and database management system access to grantee and school district leadership ensures transparency. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> Audit findings Financial projections Percent of administrative costs (not to exceed 15 percent) Surveys and feedback from staff and parents Variance Report and supplement to variance report Spending all funds in appropriate categories 					



Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Modified Objective 5A by adding a better measurable.	<ul style="list-style-type: none"> • 4 months have been reported. • 1 consistent parent rep has represented DPS HS. 				
Objective(s)	Progress, Outcomes, and Challenges				
Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5	
5 B. 100% of justified investments will include parent representative officers through a majority vote and approval by officers and/or committee members.	<ul style="list-style-type: none"> • By Year 5, 100% of justified investments will include parent representative officers through a majority vote. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Consider data analysis (TS Gold, Self-assessment, Community Assessment, LEAP results) that guides programmatic design and financial investments. • Policy advocacy for school readiness and early childhood education. • Identify unfunded needs by reviewing data and gathering information from parents and staff. • Operational decisions will solicit grantee’s feedback as well as consideration of community assessments, self-assessments, city data, and community resources. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • Audit findings • Financial projections • Surveys and feedback from staff and parents • Spending all funds in appropriate categories • TS Gold, CLASS, and school readiness data-driven decisions 					
Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
	<ul style="list-style-type: none"> • 100% of justified investments have included parent representative. 				



Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
5 C. 100% of the meetings regarding finances and operations will be productive and professional through anecdotal records and/or spreadsheets, with time devoted for feedback and questions by staff and parents.	<ul style="list-style-type: none"> By Year 5, 100% of the meetings regarding finances and operations will be productive and professional. 				
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Identify unfunded needs by reviewing data and gathering information from parents and staff. Courtesy and respect will be mutually displayed in matters or meetings involving finances, operations or any other topic. Agendas, expectations and reports during meetings provide clarity and efficiency. Translation into parents' preferred language and a matching language register provided if needed. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Staff and parent feedback Presume positive intent Established or presumed meetings expectations Common courtesy, professional and civil practices Documenting counterproductive behavior 					
Objective(s)	Progress, Outcomes, and Challenges for the Abbreviated Application				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Modified Objective 5C by adding a better measurable.	<ul style="list-style-type: none"> 100% of the meetings have been productive and professional. 				



2. Alignment of School Readiness Goals with HSELOF (Modified)

There have been no major updates or changes to child assessments, curricula or staff-child interaction observation tools. Our Program Goal 1 expectation for School Readiness in Year 1 is that 100% of DPSHS children will meet or exceed widely held expectations in the 5 Head Start Early Learning Outcomes Framework central domains for preschool:

- Approaches to Learning;
- Social and Emotional Development;
- Language and Literacy;
- Cognition;
- Perceptual, Motor, and Physical Development.

Children's progress in these domains is measured through ongoing assessment by classroom and disabilities staff with the research-based TS Gold assessment. The alignment of TS Gold to the five Central Domains is outlined in the Comparison of Standards Chart 1 below. The chart also includes the alignment of the TS Gold Objectives for Development with the K-12 Standards used by Denver Public Schools. Both the Common Core Standards and the Colorado Academic Standards are currently utilized by DPS in the K-12 classrooms. The state of Colorado has adopted the Colorado Early Learning and Development Guidelines (CELD). The document developed by the state to introduce the CELD include a guideline chart which aligns the CELD to the five Central Domains.



Chart 1: Alignment of the Central Domains from HSELOF to TS Gold, K-12 Standards, Common Core Standards, the Colorado Academic Standards, CLASS, and ECERS

COMPARISON OF STANDARDS for Denver Public Schools						
INDIVIDUAL CHILD ASSESSMENTS					CLASSROOM ASSESSMENTS	
HS Early Learning Outcomes Framework Birth to 5 (HSELOF) Central Domains	Preschool Domains	Common Core	CO Academic Standards	DPS Head Start Child Assessment Teaching Strategies Gold	CLASS DPS LEAP Framework*	ECERS
Social & Emotional Development	Social & Emotional Development		Social Studies	Social-Emotional #1-3 Social Studies #31	Emotional Support	Interactions
Approaches to Learning	Approaches to Learning			Social Emotional #1 Cognitive #11, 12, 13	Instructional Support	Activities
			Drama and Theater Arts	Cognitive #11,13,14		Activities
Language and Literacy	Preschool Domain Language and Communication	English Language Arts	Reading, Writing and Communicating	Language #8-10		Language & Reasoning
	Preschool Domain Literacy	English Language Arts	Reading, Writing and Communicating	Literacy #15-19		Activities
Cognition	Preschool Domain Mathematics Development	Mathematics	Mathematics	Cognitive #13 Mathematics # 20-23		Activities
	Preschool Domain Scientific Reasoning		Science	Science #24-28		Activities
Perceptual, Motor, and Physical Development	Perceptual, Motor, and Physical Development		Physical Education Dance	Social Emotional #1,2 Physical Development and Health # 4-7 Language #9 Math # 21 The Arts #35		Personal Care Routines

3. Development of Program Goals

No changes have been made in this section.

Sub-Section B. Service Delivery

1. Service and Recruitment Area (Modified)

DPSHS staff reviewed the most recent DGKHS Community Assessment data to identify the neighborhoods with the highest poverty rates and the greatest unmet needs. A look at school facilities in these neighborhoods with sufficient capacity to address needs, and the other Head Start programs that currently serve various areas within DPS boundaries, childcare



availability in the area, and family and health services already provided by the school were considered. Parent preference indicated that families prefer five-day, full-day programs. Blended funding (see below) allows DPSHS to provide full-day programs (6.5 hours, 5 days per week based on DPS School Calendar) in all Head Start classrooms. Therefore, Head Start services are allocated to the schools with the highest need where there is the capacity to serve the most families with full-day services. Montclair serves two financially differing communities. It serves students in the East Colfax neighborhood which includes many families living in motels and an immigrant community as well as a large percentage of families who do not qualify for free and reduced meals. Head Start programs are co-located in schools with other early childhood education programs to provide options to non-Head Start eligible families in the community.

The targeted and specific geographic recruitment areas DPSHS will serve and the reasons for the choice of neighborhoods are based on the needs identified in the 2017 Denver's Great Kids Head Start Comprehensive Community Assessment (CA). Classrooms are located in neighborhoods in the City and County of Denver where poverty, ethnicity, race, immigrant status and eligibility for federal lunch programs indicate need for services. These and additional factors indicating need are listed in the table of targeted neighborhoods for the 2016-2017 funding period. The DPS Free and Reduced Lunch October count information from 2016 is from the DPS website and all other information is from the 2016 Community Assessment.

The CA identified increased poverty in Northwest Denver and a concentration of Head Start programs in the Near-Northeast neighborhoods of Skyland and Clayton. Ellis, in Southeast Denver, serving the Virginia Village neighborhood, continues to be a school with a high number



of children qualifying for federal meal subsidies and a large population of ELLs. In Southwest Denver, residents of College View and Ruby Hill neighborhoods have a high level of poverty, non-English speakers and teen births. College View over the past few years has increased the health and family services available to all families in the school. In far Northeast Denver, a collective decision was made to transfer 34 slots from Oakland Elementary to Amesse Elementary school due to multiyear low preschool interest and zero to low waiting lists at Oakland. A similar population will be served at neighboring Amesse with higher preschool service needs based on the Community Assessment and feedback from the school's leadership.

19 Denver Public Schools Head Start classrooms are strategically located in 9 DPS schools (Figure 1) with communities that have high needs as indicated on the Child Well-Being map (Figure 2) with the most limited opportunities for families, per the 2017 Denver Great Kids Head Start Community Assessment. Figure 1 displays each school's boundary area by color and when compared with Figure 2, one can associate each school's service area with communities that have the highest Limited Opportunity regions of the city; or areas with the darkest Purple on Figure 2 map.

After careful analysis and conversations with pertinent stakeholders including Parent Policy Committee officers, we made a data-driven decision to relocate 34 slots from a school that had been struggling to fill its slots, Center for Talent Development at Greenlee, to a school that welcomed us and has an abundance of families who meet Head Start qualification requirements, Swansea Elementary School.



Figure 1: Nine Denver Public Schools with Head Start classrooms circled in red

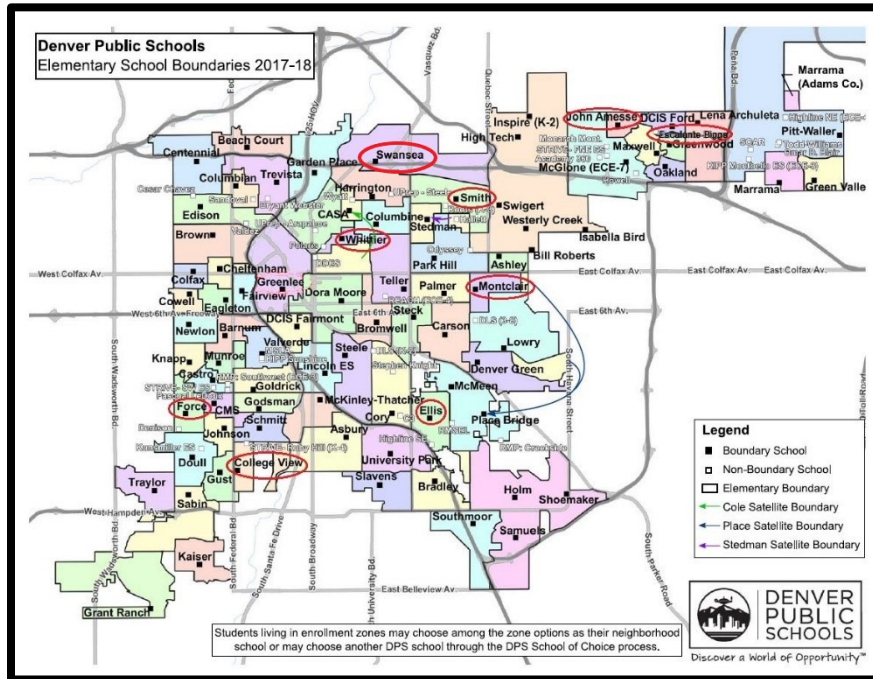
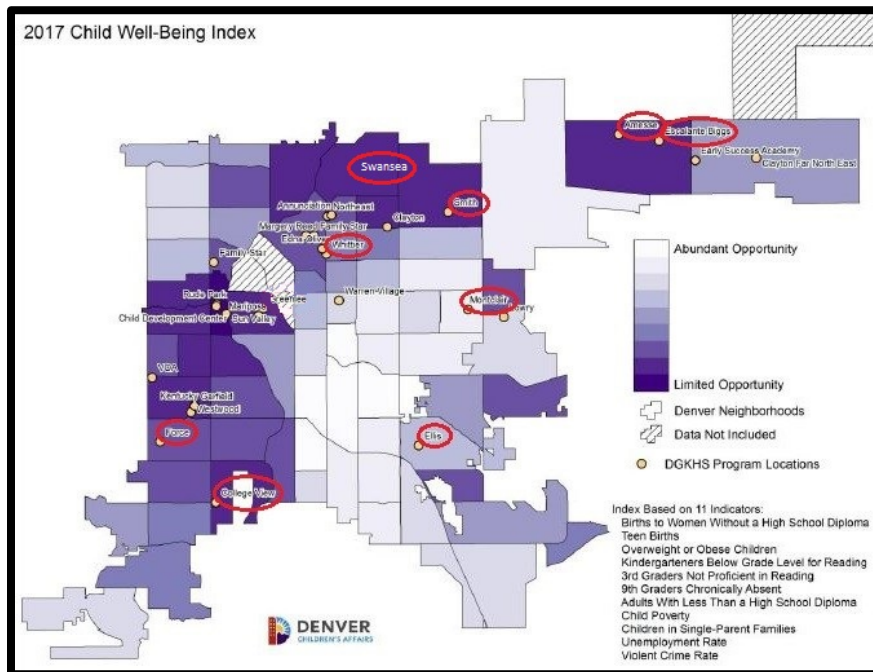


Figure 2: 2017 Denver Child Well-Being Index and DGKHS Program Locations, with Nine DPS with Head Start classrooms circled in red





The indicators that establish the regions of Denver with Limited to Abundant Opportunities include: Births to Women without a High School Diploma; Teen Births; Overweight or Obese Children; Kindergarteners NOT Reading at Grade Level; Third Graders NOT Reading at Grade Level; Ninth Graders Chronically Absent; Adults without a High School Diploma; Children in Single-Parent Families; Child Poverty; Violent Crime; and Unemployment.

As stated in the 2017 Community Assessment (p 7), “Using the poverty measure alone to determine advantage and disadvantage by place is inadequate. Rather, it is the culmination of factors together that present significant challenges to children and families. The child with fewer obstacles to overcome in everyday experiences is likely to have more opportunities for both academic and life success.”

Recruitment efforts had been increasingly challenging due to gentrification in specific neighborhoods within school boundaries. DGKHS sought and was approved recruitment efforts and registration of families who reside outside the previously established boundaries. This consent has aided our program in achieving and maintaining full enrollment and serving eligible families throughout the school year.

2. Needs of Children and Families

No changes have been made in this section.

3. Proposed Program Options and Funded Enrollment Slots

No changes have been made in this section.

4. Centers and Facilities (Modified)

One change in elementary school has been planned for the 2019-20 school year. A decision has been made to discontinue servicing children at Center for Talent Development at



Greenlee due to increased gentrification in its school boundary, and services will start at Swansea Elementary School with a much higher percentage of children who qualify for Free and Reduced meals; over 90% of its student population.

Center Location	Number of Slots	Number of Classrooms	Option Configuration (Option, days and months of operation)
College View Elem. 2675 South Decatur St., Denver, CO	34	3	Full day 6.5 hours /9 months
Ellis Elementary 1651 South Dahlia St., Denver, CO	34	2	Full day 6.5 hours /9 months
Escalante-Biggs Academy 5300 Crown Blvd., Denver, CO	68	4	Full day 6.5 hours /9 months
Force Elementary 1550 S. Wolfe St., Denver, CO	34	2	Full day 6.5 hours /9 months
John H. Amesse Elementary 5440 Scranton St., Denver, CO	34	2	Full day 6.5 hours /9 months
Montclair Elementary 1151 Newport St., Denver, CO	15	1	Full day 6.5 hours /9 months
Smith Elementary 3590 Jasmine St., Denver, CO	34	2	Full day 6.5 hours /9 months
Swansea Elementary 1150 Lipan St., Denver, CO	32	2	Full day 6.5 hours /9 months
Whittier Elementary 2480 Downing St., Denver CO	17	1	Full day 6.5 hours /9 months
	302 Total Slots	19 Total Classrooms	

5. Eligibility, Recruitment, Selection, Enrollment and Attendance

DGKHS made changes to the universal selection criteria that is applied across all delegate agencies for a total of 59.5 percent with the remaining 40.5 percent developed by delegate agencies. The changes made on the part of DGKHS were items already accounted for within the DPSHS agency criteria; therefore, these criteria were removed from the DPSHS



criteria and points redistributed across the remaining criteria. This change to the DPSHS Selection Criteria was to be ratified by the DPSHS Parent Policy Committee at the February PPC meeting, which was cancelled due to the DPS teacher's strike. The change will now be discussed and approved at the March PPC meeting.

6. Education and Child Development

No changes have been made in this section.

7. Health

No changes have been made in this section.

8. Family and Community Engagement

No changes have been made in this section.

9. Services for Children with Disabilities

No changes have been made in this section.

10. Transition

No changes have been made in this section.

11. Services to Enrolled Pregnant Women

No changes have been made in this section.

12. Transportation

No changes have been made in this section.

Sub-Section C. Governance, Organizational, and Management Structures

1. Governance

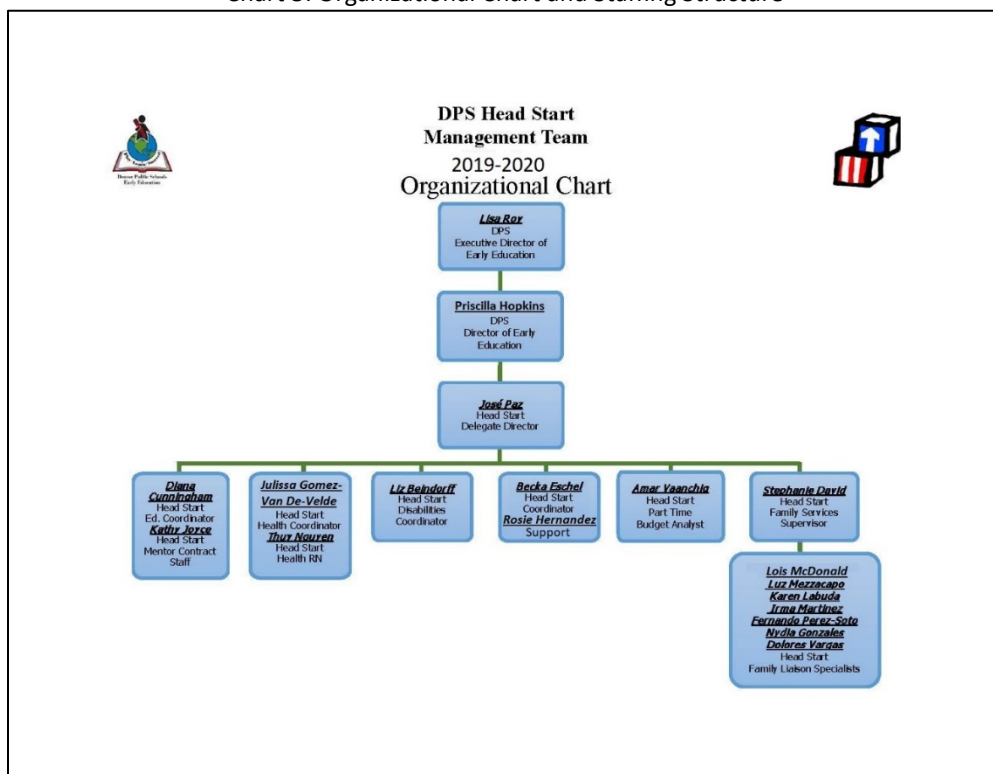
No changes have been made in this section.



2. Human Resources Management (Modified section compared to Baseline Application)

With support and guidance from grantee DGKHS and the Region VIII Office, DPS Head Start management team members are expected to understand, monitor, and promote standards that apply to each member’s content area. When revisions are presented by the Office of Head Start, it is the Delegate Director’s responsibility to ensure opportunities for key staff to be informed of them and develop a plan for distribution of information to pertinent staff. DPS Head Start professional learning days are established throughout the school year to share expectation that relate to the Head Start Performance Standards. New Head Start staff members are trained on the standards before the early school year begins and are supported with additional attention if required. The most recent Organization Chart is represented on Chart 3.

Chart 3: Organizational Chart and Staffing Structure





When a vacancy occurs, all Head Start management-level positions are coordinated by the Denver Public Schools Director of Early Education for development of a hiring plan including fiscal involvement, development of a timeline, and communication with the grantee (DGKHS). DPS Human Resources has an assigned liaison to the DPS Early Education Department responsible for assisting the DPS Head Start program with logistics when filling a vacancy or submitting a new position request. The Parent Policy Committee is involved in every phase of the hiring process including representation in the interviews and committee approval of each hire.

While ensuring the ongoing contract of management staff members during the contract year can't be guaranteed, staff turnover is infrequent and can be attributed to a healthy, productive and supportive working environment. Each member receives support and recognition from various sources throughout the school year and is encouraged to grow professionally and increase collaborative efforts by way of team building events and resources. Interest in attending conferences and trainings is genuinely considered and encouraged if funds are available and they meet Head Start requirements or regulations.

A job candidate's offer of employment is contingent upon his or her proper completion of DPS' online application, satisfactory reference checks, satisfactory pre-employment qualifications including background checks and required health and drug screens, and approval by the DPS Head Start Parent Policy Committee. The hiring supervisor is responsible for verification of the applicant's work background, attendance, and performance. DPS Human



Resources is responsible for conducting the criminal history check at the offer stage for each finalist who has been recommended for hire.

All applicants who have been recommended for hire will undergo a criminal conviction investigation. Human Resources will conduct the criminal record check at the offer (contingent) stage for each finalist who has been recommended for hire. As a condition of employment, the applicant is required to complete a form that authorizes DPS to have a criminal conviction investigation performed. If the applicant does not complete the form - or if the results of the investigation are unsatisfactory - an official offer will not be extended.

The hiring process requires information concerning law violation convictions other than minor traffic violations. Applicants are required to disclose all felony and misdemeanor convictions, pleas of no contest, deferred or suspended sentences - including those that have occurred under a name other than the name provided on the application. Arrests, as opposed to convictions, should not be noted on the application. Applicants who do not disclose all felony or misdemeanor convictions, pleas of no contest, deferred or suspended sentences on the application will not be offered employment based upon failure to disclose information on the application.

Misdemeanor conviction(s) disclosed on the application may not necessarily result in a bar to employment. Misdemeanor convictions are evaluated on a case-by-case basis, considering the nature and gravity of the offense, time elapsed since the offense, conviction, or time served, and the nature of the job in question.

In most cases, felony conviction(s) may render the applicant ineligible for hire. Felony convictions are evaluated on a case-by-case basis considering the nature and severity of the



offense, the date of conviction, and the nature of the job sought. Exceptions may be made in unusual cases where the conviction does not reflect upon the applicant's suitability for employment.

All DPS ECE staff are required to complete the Physician's Statement of Good Health and to have a signed, current copy of the form on file in their classrooms for state licensing inspectors. Head Start teachers and paraprofessionals provide a copy of their form to the Head Start Coordinator who tracks expiration dates for health exams and tuberculosis screenings. The coordinator emails each staff member to remind him/her of an upcoming expiration date and includes a copy of the form. Additional follow-up, if necessary, may be provided by phone call or in person by other administrative staff.

3. Program Management and Quality Improvement

No changes have been made in this section.

Section II. Budget and Budget Justification Narrative

No changes have been made in this section.

Exhibit B
Head Start Budget

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

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

Budget Category	Head Start Dollars (City of Denver)	Non-Federal Share	Overall Total
Staff Salaries	\$1,311,091	\$327,777	\$1,638,868
Staff Fringe Benefits	\$379,262	\$94,812	\$474,074
Program Supplies/Materials	\$46,697	\$11,674	\$58,371
Equipment			\$0
Contractual Funds	\$62,053	\$15,513	\$77,566
Rent/Space			\$0
Indirect Rate (DCA Letter Required)	\$134,465	\$33,616	\$168,081
Other	\$47,947	\$11,987	\$59,934
Totals	\$1,981,515	\$495,379	\$2,476,894

Denver Public Schools Head Start Budget Narrative 2019-2020 including COLA 2019:

Disclaimer: Because of a recent 4-day strike by teachers and Special Service Providers (SSP), and long-held negotiations between the Denver Public Schools (DPS) and the teacher union, Denver Classroom Teacher Association, which concluded in a tentative contract agreement yet to be approved by the DPS Board of Education, exact pay increases for teachers and SSP's starting in the 2019-20 school year have yet to be established as of February 18, 2019. For this reason, DPS Head Start has projected the following budget narrative with the acknowledgement that it will likely require substantial adjustments once the negotiated agreement is approved and shared. Thank you for your support and understanding during the process.

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

- Child Health and Development Services Personnel:
 - 1 Education Coordinator at the Negotiated Contract cost of \$49,773 including extra pay in the amount of \$3,315 totaling \$53,088 (.60 FTE) and non-federal share at \$13,272; Plus COLA 2019 of at least the required 1.77% which is \$1,172 including extra pay of \$59 totaling \$1,231 and non-federal share for COLA2019 at \$308; Total \$53,088 + COLA2019 of \$1,231 = **\$54,319** (total NFS = **\$13,580**)
 - 19 Teachers at the Negotiated Contract cost of \$541,372 plus an extra pay and home visit incentive in the amount of \$10,816 totaling \$552,188 (9.0 FTEs) and non-federal share at \$138,047; Plus COLA 2019 of at least the required 1.77% which is \$12,751 plus an extra pay of \$91

- totaling \$12,842 and non-federal share for COLA2019 at \$3,214; Total \$552,188 + COLA2019 of \$12,842 = **\$565,030** (total NFS = **\$141,261**)
- 19 Paraprofessionals at the Negotiated Contract cost of \$201,025 including stipend in the amount of \$7,726 totaling \$208,751 (9.0 FTEs) and non-federal share at \$52,185; Plus COLA 2019 of at least the required 1.77% which is \$3,564 and non-federal share for COLA2019 at \$895; Total \$208,751 + COLA2019 of \$3,564 = **\$212,315** (total NFS = **\$53,080**)
 - 2 Health Specialists at the Negotiated Contract cost of \$79,986 (1.2 FTEs) and non-federal share at \$19,996; Plus COLA 2019 of at least the required 1.77% which is \$1,883 and non-federal share for COLA2019 at \$471; Total \$79,986 + COLA2019 of \$1,883 = **\$81,869** (total NFS = **\$20,467**)
 - 1 Disabilities Coordinator at the Negotiated Contract cost of \$37,226 (.60 FTE) and non-federal share at \$9,306; Plus COLA 2019 of at least the required 1.77% which is \$659 and non-federal share for COLA2019 at \$165; Total \$37,226 + COLA2019 of \$659 = **\$37,885** (total NFS = **\$9,471**)
 - 19 Teacher Substitutes at the Negotiated Contract cost of \$15,808 and non-federal share at \$3,952; Plus COLA 2019 of at last the required 1.77% which is \$280 and non-federal share for COLA2019 at \$70; Total \$15,808 + COLA2019 of \$280 = **\$16,088** (total NFS = **\$4,022**)

- Family and Community Partnerships Personnel:
 - 1 FLS Supervisor at the Negotiated Contract cost of \$45,463 (.60 FTE) and non-federal share at \$11,366; Plus COLA 2019 of at least the required 1.77% which is \$805 and non-federal share for COLA2019 at \$201; Total \$45,463 + COLA2019 of \$805 = **\$46,268** (total NFS = **\$11,567**)
 - 7 Family Liaison Specialists at the Negotiated Contract cost of \$176,148 (4.20 FTEs) and non-federal share at \$44,036; Plus COLA 2019 of at least the required 1.77% which is \$3,118 and non-federal share for COLA2019 at \$780; Total \$176,148 + COLA2019 of \$3,118 = **\$179,266** (total NFS = **\$44,816**)

- Program Design and Management Personnel:
 - 1 Head Start Administrative Positions at a cost of \$54,000 (.60 FTEs) and non-federal share at \$13,500; Plus COLA 2019 of at least the required 1.77% which is \$956 and non-federal share for COLA2019 at \$239; Total \$54,000 + COLA2019 of \$956 = **\$54,956** (total NFS = **\$13,739**)
 - 2 Office Support Staff at a cost of \$4,999 (.20 FTE) and non-federal share at \$1,250; Plus COLA 2019 of at least the required 1.77% which is \$89 and non-federal share for COLA2019 at \$22; Total \$4,999 + COLA2019 of \$89 = **\$5,088** (total NFS = **\$1,272**)

- 1 Accountant at a cost of \$12,000 (.20 FTE) and non-federal share at \$3,000; Plus COLA 2019 of at least the required 1.77% which is \$212 and non-federal share for COLA2019 at \$53; Total \$12,000 + COLA2019 of \$212 = **\$12,212** (total NFS = **\$3,053**)
- Other Personnel:
 - 2 Other Personnel (Data Support and Head Start Support) at a cost of \$44,998 (1.5 FTE) and non-federal share at \$11,249; Plus COLA 2019 of at least the required 1.77% which is \$797 and non-federal share for COLA2019 at \$199; Total \$44,998 + COLA2019 of \$797 = **\$45,795** (total NFS = **\$11,449**).

Personnel total is \$1,311,091 (please see the below tables) with NFS of \$327,777, totaling \$1,638,868.

Teachers' Salary and Benefits (DCTA)				
School	% of Time Head Start	Initial Award	COLA2019	2019-20 Head Start Salary Forecast
Teacher	50%	\$ 25,951	\$ 611	\$ 26,562
Teacher	50%	\$ 42,982	\$ 1,012	\$ 43,994
Teacher	50%	\$ 24,883	\$ 586	\$ 25,469
Teacher	50%	\$ 32,068	\$ 755	\$ 32,823
Teacher	50%	\$ 26,184	\$ 617	\$ 26,801
Teacher	50%	\$ 24,112	\$ 568	\$ 24,680
Teacher	50%	\$ 40,383	\$ 951	\$ 41,334
Teacher	50%	\$ 27,231	\$ 641	\$ 27,872
Teacher	50%	\$ 30,373	\$ 716	\$ 31,089
Teacher	50%	\$ 25,326	\$ 597	\$ 25,923
Teacher	50%	\$ 40,383	\$ 951	\$ 41,334
Teacher	50%	\$ 30,828	\$ 726	\$ 31,554
Teacher	50%	\$ 24,683	\$ 582	\$ 25,265
Teacher	50%	\$ 35,457	\$ 835	\$ 36,292
Teacher	50%	\$ 31,254	\$ 736	\$ 31,990
Teacher	50%	\$ 22,519	\$ 531	\$ 23,050
Teacher	34%	\$ 18,093	\$ 426	\$ 18,519
Teacher	33%	\$ 15,260	\$ 359	\$ 15,619
Teacher	33%	\$ 23,402	\$ 551	\$ 23,953
Teacher Summer extra pay	N/A	\$ 5,116	\$ 91	\$ 5,207
Teachers Incentive	N/A	\$ 5,700		\$ 5,700
Substitute Teachers	N/A	\$ 15,808	\$ 280	\$ 16,088
Education Coord. Summer ext	N/A	\$ 3,315	\$ 59	\$ 3,374
Education Coordinator	60%	\$ 49,773	\$ 1,172	\$ 50,945
Nurse	60%	\$ 44,314	\$ 1,043	\$ 45,357
Nurse	60%	\$ 35,672	\$ 840	\$ 36,512
TOTAL		\$ 701,070	\$ 16,236	\$ 717,306

Protech Salary and Benefits (non-union)				
	% of Time Head Start	Initial Award	COLA2019	2019-20 Head Start Salary Forecast
FLS Manager	60%	\$ 45,463	\$ 805	\$ 46,268
Disabilities Coordinator	60%	\$ 37,226	\$ 659	\$ 37,885
Admin - Director	60%	\$ 54,000	\$ 956	\$ 54,956
Admin - Clerical	10%	\$ 2,476	\$ 44	\$ 2,520
Data support	50%	\$ 22,288	\$ 395	\$ 22,683
Admin - Clerical	10%	\$ 2,523	\$ 45	\$ 2,568
Other personnel	90%	\$ 22,710	\$ 402	\$ 23,112
FLS	60%	\$ 24,196	\$ 428	\$ 24,624
FLS	60%	\$ 26,653	\$ 472	\$ 27,125
FLS	60%	\$ 24,213	\$ 428	\$ 24,641
FLS	60%	\$ 27,483	\$ 487	\$ 27,970
FLS	60%	\$ 25,702	\$ 455	\$ 26,157
FLS	60%	\$ 24,632	\$ 436	\$ 25,068
FLS	60%	\$ 23,269	\$ 412	\$ 23,681
TOTAL		\$ 362,834	\$ 6,424	\$ 369,258

Clerical Salary and Benefits (DAEOP)				
		Initial Award	COLA2019	2019-20 Head Start Salary Forecast
Sr. Budget Analyst	20%	\$ 12,000	\$ 212	\$ 12,212
Total		\$ 12,000	\$ 212	\$ 12,212

Para Salary and Benefits (PARA)				
	% of Time Head Start	Initial Award	COLA2019	2019-20 Head Start Salary Forecast
Paraprofessional	50%	\$ 10,088	\$ 179	\$ 10,267
Paraprofessional	50%	\$ 13,630	\$ 242	\$ 13,872
Paraprofessional	50%	\$ 10,661	\$ 189	\$ 10,850
Paraprofessional	50%	\$ 10,922	\$ 194	\$ 11,116
Paraprofessional	50%	\$ 13,630	\$ 242	\$ 13,872
Paraprofessional	50%	\$ 10,282	\$ 182	\$ 10,464
Paraprofessional	50%	\$ 9,925	\$ 176	\$ 10,101
Paraprofessional	50%	\$ 13,630	\$ 242	\$ 13,872
Paraprofessional	50%	\$ 9,925	\$ 176	\$ 10,101
Paraprofessional	50%	\$ 9,925	\$ 176	\$ 10,101
Paraprofessional	50%	\$ 10,483	\$ 186	\$ 10,669
Paraprofessional	50%	\$ 9,925	\$ 176	\$ 10,101
Paraprofessional	50%	\$ 11,562	\$ 205	\$ 11,767
Paraprofessional	50%	\$ 10,282	\$ 182	\$ 10,464
Paraprofessional	50%	\$ 13,630	\$ 242	\$ 13,872
Paraprofessional	50%	\$ 10,230	\$ 181	\$ 10,411
Paraprofessional	34%	\$ 6,749	\$ 119	\$ 6,868
Paraprofessional	33%	\$ 8,996	\$ 159	\$ 9,155
Paraprofessional	33%	\$ 6,550	\$ 116	\$ 6,666
Para Stipend (meet require	N/A	\$ 7,726		\$ 7,726
TOTAL		\$ 208,751	\$ 3,564	\$ 212,315
GRAND TOTAL		\$ 1,284,655	\$ 26,436	\$ 1,311,091

B. Fringe Benefits is comprised of the following:

- Social Security, State Disability and Unemployment, Worker's Compensation, State Unemployment at the Negotiated Contract cost of \$80,002 and non-federal share at \$20,000; Plus COLA 2019 of \$1,122 and non-federal share for COLA2019 at \$280; Total \$80,002 + COLA2019 of \$1,122 = **\$81,124** (total NFS = **\$20,280**)
- Health/Dental/Life Insurance at the Negotiated Contract cost of \$134,011 and non-federal share at \$33,503; Plus COLA 2019 of \$1,879 and non-federal share for COLA2019 at \$469; Total \$134,011 + COLA2019 of \$1,879 = **\$135,890** (total NFS = **\$33,972**)
- Retirement at the Negotiated Contract cost of \$80,002 and non-federal share at \$20,000; Plus COLA 2019 of \$1,122 and non-federal share for COLA2019 at \$280; Total \$80,002 + COLA2019 of \$1,122 = **\$81,124** (total NFS = **\$20,280**)
- Medicare fringe at the Negotiated Contract cost of \$80,002 and non-federal share at \$20,000; Plus COLA 2019 of \$1,122 and non-federal share for COLA2019 at \$280; Total \$80,002 + COLA2019 of \$1,122 = **\$81,124** (total NFS = **\$20,280**)

Fringe Benefit total is \$379,262 with NFS of \$94,812, totaling \$474,074.

C. Travel is comprised of the following:

- There are no conferences projected in 2019-2020.

D. Equipment is comprised of the following:

- There are no equipment costs projected over the \$5,000 threshold in 2019-2020.

E. Supplies is comprised of the following:

- General office supplies are projected at \$10,496 for administration and program supply costs and non-federal share at \$2,624 including but not limited to office supplies, copying costs, staff development supplies, books, replacement and new technology purchases under \$5,000, etc.
- Program materials and supplies at \$36,201 for classrooms and non-federal share at \$9,050 including but not limited to developmentally appropriate toys, books, games, etc., all for student use in the classroom.
- There are no Food Service Supplies costs budgeted for 2019-2020.
- There are no Other Supplies costs budgeted for 2019-2020.

Supplies total is \$46,697 with NFS of \$11,674, totaling \$58,371.

F. Contractual is comprised of the following:

- Nutritional services at \$41,620. All of our Head Start students receive snacks through the DPS Food and Nutrition Department at the cost of \$.75 per student per day. We receive CACFP reimbursement of \$.88. In addition staff members that are required to model family style dining with the students, have meals provided and paid for by the grant. Non-federal share at \$10,405.
- The Colorado Network services at \$17,698. We contract for mentoring and translation services for the 2019-2020 academic year. Non-federal share at \$4,424.

- Multicultural Outreach Office interpreter services at \$2,135. Non-federal share \$534.
- Jocelyn Miller with RAMERC staff development services at \$600. Non-federal share \$150.

Contractual total is \$62,053 with NFS of \$15,513, totaling \$77,566.

G. Construction is comprised of the following:

- There are no construction costs budgeted for 2019-2020.

H. Other is comprised of the following:

- Local travel including (including but not limited to monthly bus passes, RTD ride ticket books and mileage) is projected at \$11,563 and non-federal share of \$2,891 for parents use (for example, homeless families to transport their children to and from school) as determined by the FLS Supervisor. See 45 CFR 1310.10(a); Plus COLA 2019 of \$68 and non-federal share for COLA2019 at \$17; Total \$11,563 + COLA2019 of \$68 = \$11,631 (total NFS = \$2,908)
- Parent Policy Committee budget of \$11,500 (for supplies, travel, conferences, etc.) and non-federal share at \$2,875; and
- Training and Technical Assistance (including but not limited to tuition reimbursement and local conferences and training) of \$13,076 and PA 20 of \$11,740 and non-federal share of \$6,204.

Other total is \$47,947 with NFS of \$11,987, totaling \$59,934.

I. Total In-Kind charges are comprised of fund from the below source:

- Colorado Preschool Program (CPP) and Tuition Supported Programs (TSP) including dollars from Denver Preschool Program funds totaling \$1,206,123 used for personnel salary and benefits to provide the full day Head Start Services.

J. Indirect Costs (payable to Denver Public Schools) is comprised of the following: IDC of 7.28% is calculated from the direct cost.

- \$132,154 and non-federal share of \$33,038; Plus COLA 2019 of \$2,311 and non-federal share for COLA2019 at \$578; Total \$80,002 + COLA2019 of \$1,122 = **\$134,465** (total NFS = **\$33,616**)

Indirect Costs total is \$134,465 with NFS of \$33,616, totaling \$168,081.

K. Totals for all budgeted categories are as follows:

- Costs for Program operations at \$1,969,775.
- Costs for PA 20 Training and Technical Assistance at \$11,740.
- Non-Federal Share at \$495,379.

Total is \$1,981,515 with NFS of \$495,379, totaling \$2,476,894.

None of the funds appropriated in this title for Head Start shall be used to pay the compensation of an individual from Denver Great Kids – Denver Public Schools Head Start, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II: \$187,000.

Denver Public Schools conducts an annual wage comparability study and the last wage comparability study was conducted for:

- Teachers – 2017
- Paraprofessionals – 2017
- ProTech – 2017
- DAEOP – 2017.

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

DPS Early Childhood Education & Head Start 2019-20 School Year Calendar

DPS Revised: Feb. 6, 2019
ECE & Head Start Revised: March 20, 2019



NON-STUDENT CONTACT DAYS

Planning, assessment and professional days (no classes for students; 11.5 days total)

Aug. 9, 12-16; Oct. 21, 22; Jan. 6; Feb. 14; April 6; May 29 (half day).

3 Centrally offered professional learning days: Aug. 13; Oct 21; Feb. 14.

Non-student contact days breakdown: Minimum of five days for teacher self-directed planning, distributed in meaningful increments; 2.5 days for school-directed professional development (.5 of which to be SLT-directed); three days for data culture/analysis.

Notes: SLT to determine which non-student contact days are planning vs. professional. Attendance at centrally offered professional learning is at school leader discretion, but some flexibility decisions will require teacher attendance on these days. Additional recommendations and guidance will be provided on the Professional Learning Center website at plc.dpsk12.org.

HALF DAYS

Classes will release three hours early on May 29.

END OF TERM -- TO BE FOLLOWED BY REPORT CARDS

Elementary school, ECE-8 and middle school trimester: Nov. 8; Feb. 21; May 29.

6-12, high school nine weeks: Oct. 18; Dec. 20; March 6; May 29.

6-12, high school six weeks: Sept. 27; Nov. 1; Dec. 20; Feb. 21; April 10; May 29.

MS/HS WALK-IN REGISTRATION

Aug. 7, 8

VACATION/NO CLASSES

HOLIDAY/NO CLASSES

- Labor Day - Sept. 2
- Thanksgiving Day - Nov. 28
- Christmas Day - Dec. 25
- New Year's Day - Jan. 1
- Dr. Martin Luther King Jr. Day - Jan. 20
- Presidents' Day - Feb. 17
- Cesar Chavez Day - March 31
- Memorial Day - May 25

FAMILY CONFERENCE DAY

Oct. 18 (full day, no classes for students). Schools may modify the daily schedule for family conferences to meet the needs of the school community. SLT may determine if a second Family Conference Day in the spring is needed (but may not decrease overall student contact time).

ECE & Head Start Professional Learning Days: Sept. 20; Oct. 21; Feb. 14.

Rocky Mountain Early Childhood Conference (RMECC): March 13 & 14

TSGold Checkpoints: Oct. 21; Feb. 3; May 11.

SEMESTER DATES:

DPS ECE		DPS Head Start	
1	BEGINS Aug. 19	1	BEGINS Aug. 20
	ENDS Dec. 20		ENDS Dec. 20
2	BEGINS Jan. 7	2	BEGINS Jan. 7
	ENDS May 29		ENDS May 29
STUDENT REPORT DAYS		STUDENT REPORT DAYS	
1	80	1	79
2	92.5	2	92.5
172.5 Total Days		171.5 Total Days	

DPS Head Start

- Head Start Monthly Parent Policy Committee (PPC) Meetings
- Head Start 45-Day Screening Due Date: Oct. 3.
- Head Start Total Number of Student Report Days per Month
- Head Start Mid-Year Student Report Day: Jan. 14.
- Head Start Teacher and Para Pre-Service Day: Aug. 6.
- Head Start Teacher and Para Post-Service Day: June 3.

REPORT DAYS FOR ALL TEACHERS

1	81
2	94
175 Total Days	

Denver Great Kids Head Start - Program Year 24 Report Schedule

Exhibit D

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

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

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

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

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

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

Exhibit E

**COLORADO SCHOOL DISTRICTS SELF INSURANCE POOL
CERTIFICATE OF COVERAGE**

07/01/2018

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 POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE THE CERTIFICATE HOLDER.

MEMBER: DENVER PUBLIC SCHOOLS #1
ATTN: Teresa Sahli
ADDRESS: 780 Grant Street, Room 319
CITY, STATE ZIP: Denver, CO 80203

**Colorado School Districts Self
Insurance Pool**, 6857 South Spruce St.
Centennial, Colorado 80112
(303) 722-2600
(303) 722-7888 Fax

POLICY NUMBER: 1601-18-00001
POLICY PERIOD: 07/01/2018 to 07/01/2019

THIS IS TO CERTIFY THAT THE POLICY OF COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE MEMBER 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 COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, DEFINITIONS AND CONDITIONS OF SAID POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	LIMITS/DEDUCTIBLES	
SCHOOL ENTITY LIABILITY Occurrence Form	EACH OCCURRENCE, SCHOOL LEADERS WRONGFUL ACT & EMPLOYMENT WRONGFUL ACT ANNUAL AGGREGATE LIMIT MEDICAL EXPENSE (PER PERSON/PER ACCIDENT)	\$10,000,000 \$10,000,000 \$1,000/\$10,000
SCHOOL AUTO Any Auto, Hired and Non-Owned Medical Payments Auto Physical Damage Coverage	LIMIT PER ACCIDENT LIMIT PER ACCIDENT/PER PERSON AUTO PHYSICAL DAMAGE DEDUCTIBLE	\$2,000,000 \$5,000 NO COVERAGE
PROPERTY Special Form	BUILDING/BUSINESS PERSONAL PROPERTY LIMIT DEDUCTIBLE PROPERTY DAMAGE TO PREMISES RENTED TO YOU	\$1,000,000,000 \$100,000 \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

2A Comprehensive Afterschool Program Grant

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers have been included as an Additional Insured on the Member's School Entity Liability Coverage. Defense for sexual molestation is limited to \$2.5M.

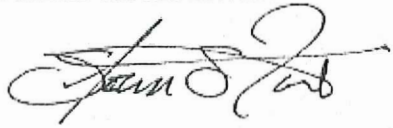
<p>CERTIFICATE HOLDER:</p> <p>Attn: Shannon Dyer Email: Shannon.Dyer@denvergov.org</p> <p>City & County of Denver Office of Children's Affairs 201 West Colfax Ave, Dept 1101 Denver, CO 80202</p>	<p>CANCELLATION: SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE, WE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> 

Exhibit F

DPS Head Start 2019-2020

School	Principal Asst. Principal/Dean Secretary	Head Start Teacher Room # & Phone Ext.	Paraprofessional	Family Liaison Specialist	Early Ed Network Partners Region	Class Hours & Days (Breakfast, Lunch, Snack & Nap)
		Spanish Classes		Head Start Nurse	ECSE Contact SLP/OT/PT Contact	Spanish Classes Enrollment M-F (2 vacancies float)
JOHN H. AMESSE (292) 5440 Scranton St. 720-424-9988						
COLLEGE VIEW (220) 2675 South Decatur St. 720-424-8660						
ELLIS (231) 1651 S. Dahlia St. 720-424-7700						
ESCALANTE-BIGGS (179) 5300 Crown Blvd. 720-424-4620 Head Start Room: x44645						
FORCE (240) 1550 South Wolff 720-424-7400						
SWANSEA 4650 Columbine St 720-4243630						
MONTCLAIR (257) 1151 Newport 720-424-5380						
SMITH (275) 3590 Jasmine 720-424-4000						
WHITTIER (289) 2480 Downing St. 720-424-3040						

DPS Head Start Management Team	Disabilities & Mental Health Liz Beindorff, LCSW Coord: (x32689)	Family Serv. Supervisor: Stephanie David, LCSW (x32688)
	Head Start Director: José Paz (x33047)	Head Start Support: Rosie Hernandez (x32378)
	Education Coordinator: TBD	Health Coord./Nurse: Julissa Gomez-Van De Velde, RN (x32659) - see above for classrooms supported by Julissa
	Head Start Coordinator: Becka Eschel (x33577)	Head Start Nurse: Thuy Nguyen, RN (x32671) - see above for classrooms supported by Thuy
		Education Mentor: Kathy Joyce (x32658)

v 02/28/19 JP



EXHIBIT G

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

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

EXHIBIT G

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

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

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

EXHIBIT G

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

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

EXHIBIT G

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

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

EXHIBIT G

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