

A G R E E M E N T

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Exhibit B, Contractor’s Budget.

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

D. Exhibit D, Schedule for submission of reports.

E. Exhibit E, Certificate of Insurance.

F. Exhibit F, Site Locations.

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

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

4. TERM: The Agreement will commence on July 1, 2017, and will expire on June 30, 2018 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

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

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

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

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

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

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

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

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

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

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

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

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

to all requirements established by law, the Contractor will report without delay to the City and to any and all appropriate authorities, any incidents of suspected or known child abuse or neglect of a child enrolled in Head Start or otherwise receiving Head Start services.

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

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

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

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

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

L. Comply with all directives of the City issued in the form of a City-

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

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

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

7. COMPENSATION:

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

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

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

be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Seven Hundred Twelve Thousand Five Hundred Sixty-Nine Dollars and Zero Cents (\$1,712,569.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

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

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

F. Non-Federal Share Match. The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **Four Hundred Twenty-Eight Thousand One Hundred Forty-Two Dollars and Zero Cents (\$428,142.00)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

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

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2017-2018, HHS may issue only a partial financial award for program costs for Program Year 2017-2018. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

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

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

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

8. REPORTS:

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

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

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

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

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

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

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

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

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

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

Agreement or the Grant.

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

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

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

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

11. EXAMINATION OF CONTRACTOR RECORDS:

A. Any authorized agent of the City including the City Auditor or the

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

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

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

12. AUDIT REQUIREMENTS:

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

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

C. If, as a result of any audit relating to the fiscal performance of

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

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

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

14. INSURANCE:

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

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after

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

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

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

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

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

Compensation) or shall ensure that all such Subdelegates, Subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such Subdelegates, Subcontractors, and subconsultants upon request by the City.

(6) Workers' Compensation/Employer's Liability Insurance:

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

(7) Commercial General Liability

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

(8) Business Automobile Liability:

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

(9) Student Accident:

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

(10) Commercial Crime (Fidelity):

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

(11) Additional Provisions:

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insured provision (no insured v. Insured

exclusion);

- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) Any exclusion of sexual abuse, molestation or misconduct has been removed or deleted.

(b) For claims-made coverage:

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

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

(12) Bond. If required by applicable federal law, as currently presented in 45 CFR Part 75 304, the Contractor will obtain and keep in force during the term of this Agreement a fidelity bond, in form and surety acceptable to the City, conditioned upon the faithful and honest utilization and handling by the Contractor's employees and officers of all monies paid to the Contractor by the City pursuant to this Agreement, said bond to protect the City against any malfeasance or misfeasance with respect to such funds on the part of such persons. All appropriate federal officials will authorize any determination made by Contractor that such bond is not required by applicable federal law in writing.

15. DEFENSE AND INDEMNIFICATION:

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

B. Contractor's duty to defend and indemnify the City Indemnities shall

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

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

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

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

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

17. ASSIGNMENT AND SUBCONTRACTING:

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

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

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable federal and state laws with appropriate changes in

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

18. TERMINATION:

A. Notice of Deficiencies (with opportunity for corrective action).

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

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

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

(3) Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in writing to the Director that it corrected each identified deficiency according to the Quality Improvement Plan and will further state the measures taken to correct each identified deficiency. If the Contractor does not complete the Quality Improvement Plan

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

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

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

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

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

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

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

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

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

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

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

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

19. OTHER GROUNDS FOR TERMINATION:

A. By the City.

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

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

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

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

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

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

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

20. PROCUREMENT:

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

B. Inventory. The Contractor will establish and submit to the Head Start Director an annual inventory list, in such format as designated by the City's Head Start Director, of all unused supplies exceeding Five Thousand Dollars (\$5,000.00) in

total aggregate value and all equipment purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all supplies and equipment so purchased. The Contractor will also cause its Subdelegates and, if directed by the Director in writing, any Vendor to establish and maintain a similar inventory list for all supplies and equipment purchased with funds provided under this Agreement.

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

21. SITE LOCATIONS, LEASES AND LICENSES:

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

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

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

D. Licensing of Site Locations. The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in **Exhibit**

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

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

- A.** The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B.** Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C.** 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, 92 and 107;
- D.** All applicable circulars of the U.S. Office of Management and Budget ("OMB") including without limitation Omni-Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, *et seq.* and 2 CFR Part 25.110;
- E.** Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;

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

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

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

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

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

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

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

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

L. No Discrimination in Program Participation (Federal Requirements). The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA). Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor certifies that:

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

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

(3) The Contractor also agrees and represents that:

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

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

(c) It has confirmed the employment eligibility of all

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

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

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

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

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

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

24. CONFLICT OF INTEREST:

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

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

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

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

With a copy of any such notice to:

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

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

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

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

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

28. CONFIDENTIALITY:

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

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

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

C. Open Records. The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the

City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

29. INTELLECTUAL PROPERTY RIGHTS:

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

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

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

30. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing

and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

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

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

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

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

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

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

38. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual

matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

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

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

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

Exhibit List follows

Exhibits to Head Start/Delegate Agency Agreement

1. **Exhibit A**, Contractor's Application and narrative to provide Head Start Services for program year 2017-2018.
2. **Exhibit B**, Contractor's Budget.
3. **Exhibit C**, Calendar of Times and Days of Operations.
4. **Exhibit D**, Schedule for submission of reports.
5. **Exhibit E**, Certificate of Insurance.
6. **Exhibit F**, Site Locations.
7. **Exhibit G**, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: MOEAI-201734078-00

Contractor Name: MILE HIGH MONTESSORI EARLY LEARNING
CENT

By: Pamela Harris

Name: Pamela Harris
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





January 31, 2017

Al Martinez, PhD, Director
Denver Great Kids Head Start
201 W Colfax Ave # 1107
Denver, CO 80202

Dear Dr. Martinez:

In response to your letter on January 13, 2017 Mile High Early Learning (MHEL) is submitting its grant application for July 1, 2017- June 30, 2018, including the Self-Assessments Results and Follow-up Plan, Calendar of Times and Days of Operations, Training Plan and Site Locations. The GABI will be submitted on February 13, 2017. MHM is requesting \$1,712,569 to serve 269 children. Our budget reflects that \$7,707 will be used for training and technical assistance, quality teaching dollars, and that MHM is responsible for contributing a non-federal share of \$428,142.25.

Mile High Early Learning (MHEL) is also submitting its exhibit submission for the quality teaching dollars for July 1, 2017 – June 30, 2018. Our budget will reflect \$24,530 which will be used for quality teaching initiatives.

\$10,000 will be used for Head Start staff including teachers, teacher assistants, coaches and program directors towards continuing education and professional development classes/seminars, including but not limited to:

- Classes/seminars on CLASS, Pyramid Plus, Montessori inspired
- Continuing education courses
- Staff Wellness

\$14,530 will be used for Professional Development days (quarterly professional development and Professional Development Institute) throughout the year, including:

- Training on Teaching Strategies GOLD, Math and Montessori
- Consulting Teachers
- Equity Training

We appreciate this opportunity to continue serving Head Start children and look forward to your assistance and support in the coming year.

Sincerely,

Lolita A. Ray, Head Start Director

Cc: Erin Brown, Executive Director, Children's Affairs
Pamela Harris, President & CEO, Mile High Montessori Early Learning Centers

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Mile High Early Learning Grant Narrative 2017-2018

Mile High Early Learning (MHEL) submits this narrative as part of the 2017-18 Continuation Grant Application for Head Start and notes that it does not administer an Early Head Start program. MHEL is pleased to report that no changes have occurred to the Long Term Goals, Short Term Objectives, or Expected Outcomes since last year's application, but we are attaching the progress that MHEL has made toward meeting our Short Term Objectives and Expected Outcomes.

Recruitment is the gate through which all of the children and families enter to become part of the MHEL program. Each year MHEL implements a recruitment plan that incorporates strategies to reach broad audiences as well as approaches to connect with individual families. Family Services staff participate in several community events where they work to make sure eligible families are aware of our programs. As early childhood education options increase in many of the neighborhoods where our centers are located, family engagement staff have had to become more creative about how they recruit families by attending more community-specific events rather than only city-wide events. Staff then use the Denver Great Kids Head Start (DGKHS) universal Selection Criteria to ensure that the children with the greatest need throughout the city receive services in our programs.

Once recruitment and selection have taken place, another question is what **Transportation** needs families have. Many of our families choose our programs because our centers are close to their homes. Our centers are located in the neighborhoods of our city that have traditionally had the highest need for Head Start services as the Community Assessment information indicates. Because of this, many of our families are able to walk and/or use public transportation to access our centers. Occasionally we enroll families with transportation concerns, and in those cases we work closely with the parent to find the best solutions which include partnering with other agencies for bus passes or transferring children to a center closer to their homes.

MHEL will continue to support parents to meet their transportation needs in several ways. As indicated, we work closely with parents to choose a location that will best meet their transportation needs (close to specific bus or light rail routes). If additional transportation concerns arise, we are able to provide temporary bus passes to assist parents. The family services staff also have a list of organizations and resources in the community that provide transportation services and make referrals to those organizations as needed.

With regard to the **Facilities** in which the MHEL program is offered, the only change that will occur is that MHEL has developed a partnership with Focus Points Family Resources Center and will serve Head Start children at our Northeast center operating part day options.

The heart of what MHEL offers is its **Educational Program and Services**, and critical to its educational program and services are the teachers. Given the importance of

Mile High Early Learning Grant Narrative 2017-2018

teacher training within the early childhood education community, MHEL has created a Professional Learning Center (Center). The goal of the Center is to support the development of early learning professionals (both in-service and pre-service) who are prepared and equipped to meet the needs of a rapidly changing and growing population of young learners living in urban corridors and economically disadvantaged neighborhoods. The work of the Center includes an agency-wide effort to build and refine internal systems and practices to more effectively define and operationalize the Montessori Inspired approach that serves as the instructional and theoretical foundation for MHEL.

MHEL utilizes the Montessori approach as its foundation and enhances it with other high quality and effective early childhood education practices so that every child will have the experiences and supports they need to be successful in school. Maria Montessori believed that the child is at the center of the learning process and that through interactions with teachers, other children, and the materials in the classroom, children develop self-confidence, independence, and concentration – all important for school readiness. Some of the things that are important in a Montessori program such as the program at MHEL are:

- Children are self-directed learners who can think and make discoveries for themselves
- Children have blocks of time to work at their own pace so that learning is meaningful and attention is uninterrupted
- Children can learn from each other as well as from teachers and therefore classrooms are made up of children of different ages and levels of development
- Teachers carefully observe children to prepare the classroom and plan experiences that help children develop interests, skills, and knowledge
- Teachers build children's language and literacy skills through rich conversations and interactions
- Classrooms are well-ordered, safe, and prepared for children to learn independently
- Classrooms are divided into learning centers containing many interesting materials that teach language, math, science, geography and build self-help, physical, and sensory skills.
- Families share information about their children and their values and culture with teachers
- Families support children's learning

With regard to **School Readiness Goals**, MHEL provides high quality services to children and families that result in school readiness for the child. School readiness is a comprehensive undertaking and needs parent participation to be most successful. That is why we begin our work with parents of preschoolers from the beginning of the process which is enrollment.

Mile High Early Learning Grant Narrative 2017-2018

MHEL staff (Head Start Director, Program Directors, coaches, teachers, Disabilities/Mental Health Coordinator, Director of Education, and Director of Curriculum & Instruction) use assessment data to prepare individualized child learning plans that guide the child through the process of school readiness. This information is used to support goal setting to scaffold each child's development and is shared with parents at conferences and home visits or as requested.

Because MHEL provides services to children birth to five years-old, in many cases we will be able to follow the child from their first years at MHEL through their preschool years, creating a comprehensive account that informs the child's development and progress.

Looking at the **five domains** in terms of progress toward achieving **School Readiness**, MHEL has made great strides. Some highlights include:

- Social and Emotional Development – Several professional development and parent training opportunities have occurred this year in support of achieving school readiness in the area of social and emotional development. This includes Positive Parenting Solutions training that was completed at three sites, three Education Coaches who have renewed their CLASS certification for infants, toddlers, and preschoolers, and two coaches who completed their trainer certification for Pyramid Plus.
- Physical Development and Health – 6-week courses facilitated by the Culture of Wellness in Preschools were completed at Lowry and Rude Park
- Approaches to Learning - 5 by 5 cards were distributed to all families and employees.
- Language and Literacy Acquisition - Program-wide, families have contributed over 2,994 hours of time reading to their children via the Literacy Program.
- Cognitive Development and General Knowledge - All teachers responsible for child assessments hold a current Inter-rater Reliability certification for Teaching Strategies GOLD. In addition, three Education Coaches received their Colorado Coaches Credential.

We continue to promote focus on families helping to support school readiness for their children. These efforts include our family literacy program and, as noted above, as of mid-year families have logged 2,994 hours of reading time to their children. Dialogic Reading trainings are offered monthly throughout the program for both parents and volunteers. Parents are educated throughout the program year on the importance of early literacy skills to later school success. Reading with young children helps to develop language, logical thinking skills, and promote speech development. There is

Mile High Early Learning Grant Narrative 2017-2018

program-wide emphasis on the importance of health and nutrition to family well-being and school readiness. In the fall, a six-week course facilitated by the Culture of Wellness on child nutrition was offered at both our Lowry and Rude Park Centers and attended by 30 parents. Additionally, the Culture of Wellness was able to offer a parent training at our Westwood Center in December that was attended by more than 100 parents. During these classes parents learn basic cooking skills, healthy recipes, and tips for shopping for healthy foods on a budget.

As noted, MHEL continues to use Teaching Strategies GOLD (TSG) along with all of the other **Assessments** outlined in our original grant. Below is the outcomes data from Teaching Strategies GOLD from Fall 2015 – Spring 2016. The data only reflects children with ratings in all checkpoints meeting widely held expectations.

Domain	% of Children Meeting or Exceeding Expectations at Fall 2015 Checkpoint	% of Children Meeting or Exceeding Expectations at Spring 2016 Checkpoint	% Growth from Fall 2015
Social-Emotional	61%	91%	30%
Physical Development	59%	88%	29%
Language	46%	81%	36%
Cognitive Development	58%	87%	29%
Literacy	47%	89%	42%
Math	46%	76%	30%
OVERALL	53%	85%	32%

Benchmarks are established to assure that at or above 85% of all children enrolled will meet widely held expectations and that all children will demonstrate growth. Data show MHEL exceeding these benchmarks. Children who were continuously enrolled ended the year at a higher overall percentage of meeting widely held expectations and showed greater gains start to finish than children who had not been continuously enrolled.

As has already been mentioned, MHEL also supports children and families to move towards achieving school readiness goals by annually providing many diverse activities to encourage parents, as well as children, to participate, enjoy, and continue to read. MHEL talks to families about the importance of reading to their child on a daily basis. If a parent has problems with books, we provide some for them. Each week our program provides parents a literacy sheet to track their reading to their children, and every week that a parent fills out their literacy sheet, the child can pick out a book to keep or receive writing materials. If a parent is not able to read, we talk about strategies on how to read a book just by looking at the pictures or having an older sibling read to the child.



Mile High Early Learning Grant Narrative 2017-2018

Program Directors continue to observe classrooms to ensure quality programming is offered in alignment with the Head Start Standards. Family and Community Advocates encourage families to have strategies in their Family Partnership Agreement goals on school readiness in order to strengthen home-school partnerships and teamwork.

There have been several program improvements implemented in response to the analysis of child assessment and other data. All of MHEL's Education Coaches have received a Colorado Coaching Credential. This advanced level of knowledge and competency has allowed coaches to better support classroom teachers in their work with lesson planning to the individual needs of the children, curriculum implementation, and ongoing assessment of each child. MHEL has also hosted six CLASS training opportunities, two each for infants, toddlers, and preschoolers. All teachers were required to participate in this professional development opportunity, which occurred during the Summer of 2016. The training provided teachers with a better understanding of the CLASS.

MHEL works closely with Mental Health Center of Denver, an organization that provides teachers with strategies to work with children who have special needs within the classroom setting as well as in the home. MHEL teachers make annual home visits in order to design with parents appropriate learning strategies they can implement at home. Underlying these activities is MHEL's commitment to using a continuous improvement model so that teachers are encouraged on an ongoing basis to improve their knowledge and skills within the context of coaching, training, and education. Teachers use TSG reports to measure a child's progress.

Information from the TSG and CLASS help to inform the professional development strategies for staff. Just like we focus on intentional teaching with children, professional development needs to be intentional as well. Although some strategies span the entire agency (like equity), others are more specific depending on the needs of individual teachers, classrooms, or centers.

An important aspect of every Head Start program is its awareness of the importance of the child's **Health** on the learning outcomes that can be expected. With that in mind, within 90 days of entry into the program, MHEL assesses whether the child has an ongoing, continuous source of health care. If no health care source is available, staff refer families to the appropriate resource to ensure access to a medical home. Staff continue to follow-up with families until they have secured a medical home and health insurance.

In addition, MHEL has many community partnerships that help ensure all children receive appropriate preventative health services. The Marion Downs Center ensures all children receive vision and hearing screenings within 45 days of enrollment. Children requiring follow up are then referred to the appropriate resource. Denver Health Dental Clinics provide enrolled children with dental screenings and fluoride treatments, as

Mile High Early Learning Grant Narrative 2017-2018

required by the Head Start Performance Standards within 90 days of enrollment. A dentist and a dental hygienist come to the Head Start centers to provide these services. Additional follow up treatment is provided at community dental clinics.

MHEL contracts with Denver Health to train and certify center staff to administer basic medication to all children in the program. In addition, MHEL has a full time LPN and a Health Assistant to better meet the needs of Head Start families in regard to timely medical follow-up, keeping parents informed of their child's overall well-being, and supporting families with basic health care needs. The Health Team also provides all Head Start children with a BMI (Body Mass Index) height and weight evaluation twice a year. Children who are underweight, overweight, or obese are referred to the Food Services Coordinator at MHEL and their Primary Care Provider. Families can receive individualized services on nutrition, healthy eating, and wellness.

In our 2015-2016 Program Information Report (PIR):

- 99% of the children served had current physicals
- 94% received dental care
- 100% were screened on social/emotional needs
- 100% of the children served had current immunizations
- 14% received special needs services

Since Head Start has a long tradition of recognizing the importance of the families of the children served, MHEL is proud to continue that tradition. **Family and Social Services** offered by MHEL include assigning each family a Family and Community Advocate (FCA) who will support families in obtaining needed family services and social services. During their initial meetings with families, FCAs work with parents to complete a family strengths and needs assessment. The assessment evaluates a family's needs and strengths within the domains of the Parent, Family, and Community Engagement Framework (PFCE). These domains are: Family Well-Being, Positive Parent-Child Relationships, Families as Lifelong Educators, Families as Advocates and Leaders, Families as Leaders, Family Engagement in Transitions, and Family Connections to Peer and Community. With the information provided, the FCAs work with families to build bridges with community organizations that can meet specific needs and provide services for families. In addition, the FCAs work closely with families to assist them in navigating the local social and county human services system and learning how to advocate for themselves within the systems.

During the past year the Family and Community Advocates along with the Family and Community Partnerships Coordinator continued to use data from assessments based on the Strengthening Families Framework in order to help to build programming for families. The area that we have focused on strengthening most throughout our programs is "knowledge of parenting and child development." We have supported this by offering Positive Parenting Solutions at two centers this fall with plans to offer it at

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other centers in the spring. The protective factors measured by the Strengthening Families framework align with the Parent Engagement Outcomes that are outlined in the PFCE framework. This information was used to help guide programming for families throughout the year and was a basis for the one-on-one interactions the FCAs had with parents throughout the year. Additionally, there has been a special focus on ensuring that services offered to families are both culturally responsive and relevant. We work to offer all services in a family's home language or to provide translation services when requested. Each center has also tried to ensure that parent meetings and activities include foods, activities, and celebrations that reflect the unique cultures of the families at that center.

To ensure that parents are actively engaged in all aspects of program operations, MHEL provides many opportunities for parents to become involved and makes every effort to be sure that parent involvement activities are responsive to on-going and expressed needs of parents both as individuals and as members of a group.

With that in mind, parents are surveyed at least annually, complete a need and interest survey, and participate in the annual program Self-Assessment to provide direction for programming. Opportunities for involvement in governance, their child's education, and their own education and social activities are some of the ways MHEL engages parents. During a family's initial orientation process, the Family and Community Advocate (FCA) works with the parent to complete a needs assessment. In this survey families are asked to rate whether specific indicators of each outcome area from the PFCE are a strength or a need for their family. At this time the FCA talks to the family about their role in the program and how the FCA can work with the family to address some of the areas of need. The results of this survey are used in collaboration with the family to develop a Family Partnership Agreement (FPA). The FPA consists of a goal that the family has developed and steps that the family will take to reach that goal. It also addresses strengths and barriers and how the FCA can help the family navigate the community and available resources to complete each step. This process is individualized for each family and the FCAs work with the family to tie each of the family goals to one of our PFCE objectives for family engagement.

Family and Community Advocates work closely with parents and teachers to ensure that the **transition** to kindergarten is successful for each child. This transition process starts as soon as a child is enrolled in the Head Start program and is finalized and accomplished in the spring of their final year of preschool. At enrollment, the FCAs and the classroom staff start talking to the family about school readiness. Teachers work with parents to set educational goals for children during home visits and continue to discuss progress and development throughout the year during parent/teacher conferences. This helps to ensure that the child is academically ready to succeed in kindergarten. As a part of the transition process, the FCAs at each center hold parent meetings for all families with children who will be moving to kindergarten. These meetings include a chance for parents to meet staff from all of the local elementary

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schools (public, private, and charter) and to ask questions about programming and schedule tours, if desired. These meetings also feature child mental health consultants talking to parents about strategies to help the child with the transition. Later, the FCAs meet one-on-one with each parent to discuss kindergarten options and to support parents with necessary forms and paperwork where applicable. The FCAs help parents to think about their priorities and to find a program that will be the best fit for them and their child.

MHEL collaborates with Clayton Early Learning for Early Head Start services for children that are in Early Head Start classrooms to prepare them for transition to Head Start. Also, when a child with an individualized Family Services Plan (IFSP) transitions from an EHS classroom, MHEL's Disabilities/Mental Health Coordinator or Family and Community Advocate participates in the IEP transition meeting with the Denver Public Schools Child Find and Rocky Mountain Human Services teams.

In terms of **Coordination**, in addition to the many partnerships that characterize the MHEL approach, as mentioned earlier a new opportunity has presented itself with Focus Points Family Resource Center. Focus Points Center provides integrated programs and services aimed towards transforming the lives of vulnerable children and families. Through a three-year expansion project, Focus Points will dramatically increase its ability to serve the communities of Globeville, Elyria and Swansea. Part of this plan includes building and opening a new early learning center with eight classrooms for children ages 6 weeks to 5 years which will be operated in partnership with MHEL. While there are early childhood programs offered through DPS, there are no early care and education programs that provide services to working families year-round. The construction of the new center is projected to take place over the next 18-24 months. Currently MHEL is serving children ages 3-5 years and families at its Northeast Center in two classrooms.

Program Impacts are a high priority for MHEL. Based on the research about the positive impacts of a high quality early learning program in terms of the changes in the learning and success trajectory for children, especially those living in poverty and experiencing other risk factors, we believe that children living at or near poverty are at greater risk for physical, emotional, and cognitive health issues, a relationship also noted in the Community Assessment. The achievement gap between children from limited income backgrounds with less access to resources that support their literacy and language development begins early. In Denver, 49% of children were not reading at grade level in 4th grade. Through programming offered by MHEL, we expect to mitigate these effects of poverty and the families we serve whose needs remain consistent.

MHEL has structured its program so that the end of the five-year grant period one of the impacts will be that children who have participated in the program will be more likely to graduate high school, go to college, be employed, and have better physical and mental health outcomes. They will also be less likely to need special education services, repeat

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a grade, commit a crime, or become a teen parent. In addition, we believe that parents and caregivers will be more likely to be involved in their child's education and read to their children more often, and families will be more likely to move out of poverty. We anticipate that families will have the skills and knowledge to navigate community services and resources and to advocate for their needs.

We also expect that their experience at MHEL will impact their lifelong ability to learn and flourish as a healthy, productive adult. A Montessori inspired education emphasizes respect for a child's natural psychological, physical, and social development. Through these experiences at MHEL, children will become critical thinkers with high executive function, cognitive, and problem solving skills. They will develop sophisticated social/emotional skills leading to positive peer interaction.

The program MHEL offers also assists families in achieving self-sufficiency through access to services and programming and supports parents in their roles as their child's first and best teacher and in developing positive and nurturing relationships with their children. Our uncompromising focus on professional learning and staff development will help to ensure that early childhood education teachers will have the knowledge and skills to positively impact children's growth and development. When children can achieve their potential and families are successful in attaining their goals, the whole community benefits and thrives.

The Board and the MHEL Policy Committee continue to carry out the roles and responsibilities as outlined in the new Head Start Performance Standards. With regard to staff qualifications and competencies, changes in key personnel include the following:

Family and Community Advocate (Westwood) – Chelsea Brookshire
Family and Community Advocate (Lowry) – Rachel Ash
Family and Community Advocate (Rude Park/Sun Valley) – Laura Gourdine
Mental Health & Disabilities Coordinator – Kelly Herndon
Program Director (Northeast) – Sheridan Castro
Program Director (Lowry) – Lowry Querrey

With regard to the **Management Systems** for planning, communications, record-keeping and reporting, ongoing monitoring, and self-assessment, there were no changes.

In 2016 Mile High Montessori Early Learning Centers went through a rebranding process and changed our name to Mile High Early Learning to reflect and highlight our present and future work. So in addition to our early learning centers, we wanted to represent our programs for Family, Friend, and Neighbor caregivers like Babies Ready for College. We also wanted to show that we provide and are committed to professional development and that we advocate for policies that support children, families, and staff.

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The annual **Self-Assessment** for Mile High Early Learning (MHEL) was held from September 26, 2016 to November 30, 2016. MHEL used the protocols from the Office of Head Start Monitoring Tool to assist in the evaluation process. A Self-Assessment team was formed to manage the Self-Assessment with oversight from the Head Start Director. Participants in the Self-Assessment included education, Family and Community Advocates staff, administrative staff, Policy Committee, Board of Directors, parents, and community members. The Self-Assessment team met once a month to share data and results. The team continually reviewed their responsibilities to ensure that the process was effective and efficient.

Specifically, the Self-Assessment team members included at various times throughout the process: President and CEO, Head Start Director, Controller, Family & Community Partnerships Coordinator and advocates, administrative staff, Director of Education, Director of Curriculum and Instruction, Disabilities/Mental Health Coordinator, Head Start Nurse, Coach, parents, community members, Policy Committee (PC) members, Program Directors, and the Board of Directors. As part of this process, the Self-Assessment provides MHEL with the means to regularly assess our management systems and program operations in order to continually strengthen the program and the services delivered to children and families.

All program work plans were updated to ensure that the new Head Start Performance Standards are implemented throughout the program year in each component area. The plan is a road map for staff, parents, and interested community members linking Performance Standards to agency policies and procedures.

Areas for the Self-Assessment included components within Program Design and Management, Child Development and Health, and Family and Community Engagement. The plan was developed with input from Policy Committee, Board of Directors, and staff, and approved by Policy Committee.

During the Self-Assessment, no areas were found to be out of compliance, and several action plans have been written and goal dates are set for completion. This process will be monitored by the Head Start Director.

The Training and Technical Assistance Plan (T/TA) is based on the knowledge gained through the continuous improvement process implemented within MHEL and connects to the overall framework and compliance indicators to facilitate the monitoring process for each content area. The training plan is to be considered fluid so that necessary adjustments can be made to meet needs as they arise. The plan is attached.

Mile High Early Learning Goals and Accomplishments

GOALS	OBJECTIVES	STRATEGIES	MEASURES	ACCOMPLISHMENTS
<p>All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school.</p>	<p>All DGKHS students will meet or exceed widely held expectations</p> <ul style="list-style-type: none"> ○ This includes the goals of the School Readiness Plan that include outcomes for social/emotional development, approaches to learning, physical development and health, language and literacy attainment and cognitive and general knowledge skills. <p>70% of teachers at each agency have a BA or higher; 100% of teacher assistants meet credentialing requirements</p> <p>Effective transitions to kindergarten</p>	<p>Ensure each classroom has a pre- and post-CLASS assessment done. Data will be shared with teaching staff and program directors, and goals will be set to enhance teacher-child interactions and teaching practices.</p>	<p>CLASS assessment</p> <p>Teachers and teacher assistant credentials</p> <p>TS GOLD: All Domains</p> <p>Montessori training opportunities</p>	<p>Accomplishments:</p> <p>Program directors have been certified on CLASS and are doing observations to inform how they work with teachers to improve teaching and learning in the classrooms. A new format for lesson plans was introduced which allows teachers to be more intentional about how they use TSG data to individualize instruction for children. Education coaches have completed an eight-week coaching cycle with every classroom and are supporting teachers to improve teacher-child interactions and teaching practices. These strategies ensure that all children are ready to succeed in school.</p> <p>Accomplishments:</p> <p>Professional development plans were set with all staff as a part of their annual performance evaluations. 10 employees completed</p>
		<p>Set professional development goals with teaching staff to guide them toward meeting their credentialing requirements.</p>		

Mile High Early Learning Goals and Accomplishments

		<p>Assess child progress on an ongoing basis and aggregate and analyze data at multiple times throughout the year.</p>	<p>their CDA through MHLEL credentialing program during the summer 2016 cohort and an additional 5 are currently in the fall cohort.</p> <p>Accomplishments: All teachers completed training in the use of Teaching Strategies GOLD in July.</p> <p>Teachers and other program staff assessed children utilizing Teaching Strategies GOLD (TSG), Devereux Early Childhood Assessment (DECA), and Early Screening Inventory (ESI) and Ages and Stages Questionnaire (ASQ) at stated checkpoints throughout the year. Progress reports were shared with parents, DGKHS, and other interested parties. Data from the assessments were used to inform classroom instruction. As a result, data is used for continuous program improvement thus resulting in the delivery of a high quality early education experience.</p>
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Mile High Early Learning Goals and Accomplishments

		<p>Enhance staff competency in delivering the Montessori inspired curriculum.</p>		<p>Accomplishments: All classrooms have completed at least a coaching cycle using Montessori Inspired Curriculum Rubric. A new "Assessment of Equity Practices" tool was introduced in the program. The tools designed to assess individual classroom incorporating the Montessori Inspired equity practices. The results of the assessments have been used to create individual classroom and center goals that will inform coaching for teacher the upcoming cycle. result, children and families are supported through a strong Montessori foundation that helps to assure provision of a high quality education.</p>
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Mile High Early Learning Goals and Accomplishments

GOALS	OBJECTIVES	STRATEGIES	MEASURES	ACCOMPLISHMENTS

Mile High Early Learning Goals and Accomplishments

<p>All Head Start children will receive high quality health, mental health, and nutrition services that ensure they are healthy and ready to succeed in school.</p>	<p>Children will receive timely health, dental, vision, and hearing screenings and referrals as needed.</p> <p>Children will have exposure to physical activity and healthy food.</p> <p>Children will receive comprehensive mental health support and services for healthy social emotional development.</p> <p>Head Start families and staff will have resources that increase skills and knowledge on developmentally appropriate health and wellness of children.</p>	<p>Participate in the Culture of Wellness Program</p>	<p>Number of opportunities for training on developmentally appropriate health and wellness offered to staff and parents.</p> <p>Percent of children enrolled in health insurance and have a medical home</p> <p>Percent of children who have received health screening</p> <p>Immunization rates</p> <p>Overweight and obesity rates</p> <p>Percent of children who receive appropriate follow up care</p>	<p>Accomplishments: Parent and family health and wellness has been a focus for this year. Parent wellness workshops have been completed at centers in the fall of 2016 and are starting in the Spring of 2017. To date, 40 parents have completed the Culture of Wellness Workshops program-wide. Cooking Matters classes were completed at Westwood in May 2016, and were attended by 26 parents.</p> <p>At the Lowry center, dance classes are offered weekly for all preschool classrooms – 115 children- - to encourage healthy activity and gross motor development.</p> <p>Rude Park and Sun Valley has celebrated a year receiving Yoga classes for the children through Study Opshal for 30 minutes a week.</p> <p>As a result children and families are healthy and ready to succeed in school.</p>
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Mile High Early Learning Goals and Accomplishments

		<p>Provide ongoing support in the Pyramid Model to ensure classroom staff are trained and receive ongoing support.</p>	<p>Accomplishments: All current and on-boarded teachers have completed training in the Pyramid Plus Model. 7preschool teaching staff took the Pyramid Plus Approach Training this fall. Teachers receive ongoing support from both education coaches and from the Mental Health and Disabilities Coordinator. As a result, healthy social and emotional development is supported which results in children being healthy and ready to succeed in school.</p> <p>A new model for collaboration meetings was introduced by the Mental Health and Disabilities Coordinator to better align with the MTSS process. All teaching staff, program directors, and family and community advocates were trained on the MTSS process to ensure that children's needs are met and that families are supported throughout the process. A partnership with the Colorado Center for Pediatric Learning and Development provides support for children who do</p>
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Mile High Early Learning Goals and Accomplishments

				<p><i>not qualify for an IEP, and mental health consultation is provided at all centers by the Mental Health Center of Denver. As a result, MHEL ensures inclusive environments for children with special needs which will assist them in being ready for school.</i></p>
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Mile High Early Learning Goals and Accomplishments

GOALS	OBJECTIVES	STRATEGIES	MEASURES	ACCOMPLISHMENTS
<p>All Denver Great Kids Head Start parents work to improve their own skills and they are engaged as their children's first teacher to ensure children are ready to succeed in school.</p>	<p>Families will meet the goals in their family partnership agreements Families will consistently engage in Head Start. Children will have effective transitions to kindergarten</p>	<p>Provide parenting, educational, and leadership development opportunities to parents such as Policy Council, Policy Committee, Positive Parenting Solutions, and Nurturing Parenting Program.</p>	<p>Number of parent volunteers Pre/post Parenting Education Knowledge Survey Literacy Sheets Percent of families who have completed plan goals including but not limited to: GED completion ESL participation Employment Retention of children in the program TS GOLD Data</p>	<p>Accomplishments: Positive Parenting Solutions classes were offered at two centers this fall. After the success of offering ESL classes on-site at our Lowry and Westwood centers during 2015-2016 program year, a new cohort of 21 parents will start ESL classes at Lowry in January. The MHCD consultant at both Rude Park and Edna Oliver offered parents trainings on child development, routines and transitions. The Policy Committee received leadership development training. As a result, parents have greater skills to be engaged with their children. In the 2015-2016 school year, 168 families set goals relating to education and employment. Approximately 78% of families completed those goals while another 15% changed their goals</p>

Mile High Early Learning Goals and Accomplishments

		<p>Enhance the school-to-home education connection that supports positive outcomes for children by increasing families' access to linguistically, culturally, and developmentally</p>	<p>throughout the year due to family circumstances. So far in the 2016-2017 122 families have set goals specifically related to education, including GED completion, vocational or technical training, ESL classes, and parenting training. An additional 12 families have set goals relating to employment including job training and enhancement. Based on the needs of our families, Westwood has formed a partnership with Mi Casa resource center to offer GED classes for families. Parents are supported in developing their own skills and are better able to support their children as their first teacher to ensure they are ready to succeed in school.</p> <p>Accomplishments: All centers operate lending libraries for parents; Throughout the agency through the Literacy Program families are encouraged to document time spent reading with their children through the use</p>
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Mile High Early Learning Goals and Accomplishments

		<p>appropriate books and literacy resources.</p> <p>Incorporated the Strengthening Families Program Strategies.</p>	<p>of Literacy Sheets. Program-wide, families have contributed over 2994 hours of time reading to their children via the Literacy Program. We have seen both an increase in number of hours spent reading to children as well as number of parents participating in the Literacy Program during the 2016-2017 school year. Dialogic Reading training has been offered 4 times this year and is made available to all teachers, parents and volunteers. As a result, families have greater opportunities to engage in literacy activities.</p> <p>Accomplishments: The Strengthening Families Framework Assessment showed that our centers have several strengths. Based on the results, the community engagement team decided to focus on being more culturally inclusive and responsive. Culturally-based celebrations were held at each of our centers and</p>
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Mile High Early Learning Goals and Accomplishments

		<p>Share TS GOLD data with parents at parent/teacher conferences.</p>		<p>were attended by close to 600 people. (250 at Lowry, 250 at Westwood, 70 at Edna Oliver, 15 at Sun Valley, and 15 at Rude Park).</p> <p>In conjunction with this program, the MHEL Head Start program strengthens families through Family Partnership Agreements, making referrals to meet the needs of individual families, providing parent trainings on topics based on interest surveys, and planning events to increase the involvement of fathers in the lives of their children. As a result, parents have greater skills to become engaged as their child's first teacher.</p> <p>Accomplishments: Parent /teacher conferences were held at all centers in November and June of the 2015-2016 school year. Parents were provided with information from TS GOLD showing their child's individual developmental</p>
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Mile High Early Learning Goals and Accomplishments

GOALS	OBJECTIVES	STRATEGIES	MEASURES	ACCOMPLISHMENTS
		<p>Meet with all parents of kindergarten-bound children and provide information such as IEP's, TS GOLD, and school of choice and kindergarten readiness checklist.</p>		<p>milestones. As a result, parents are fully informed of their child's progress.</p> <p>Accomplishments: Kindergarten transition meetings were held at all centers in November. These meetings included a chance for parents to meet staff from local elementary schools as well as information from teachers and mental health consultants about how to best prepare children for the transition. Of the 135 enrolled children who are kindergarten-bound, 90 families attended these meetings. In January 2017, FCAs will meet one-on-one with the parents of every kindergarten-bound child to help them further prepare for the transition. As a result, children enrolled in MHEL have effective transitions to kindergarten.</p>

Mile High Early Learning Goals and Accomplishments

<p>All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments to ensure they are ready to succeed in school</p>	<p>Children with IEPs will improve school readiness. Children will receive timely evaluation and effective IEPs as appropriate</p> <p>Children will have effective transitions to kindergarten</p>	<p>Ensure all service providers submit input to Teaching Strategies GOLD.</p> <p>Program Directors facilitate monthly collaboration meetings.</p> <p>Provide professional development on issues and topics related to disabilities.</p> <p>Participate in annual IEP meetings with parents of kindergarten-bound children.</p>	<p>TS GOLD Growth</p> <p>Results of monthly collaboration meetings to evaluate the progress of children with disabilities</p> <p>IEPs successfully transitioned to kindergarten</p> <p>Retention rate for children with IEPs</p>	<p>Accomplishments: Sewall and Denver Health have been sharing input with MHEL teachers to enrich TS GOLD assessments. As a result, children with disabilities experience high quality learning environments.</p> <p>Accomplishments: The Disabilities/Mental Health coordinator facilitates monthly collaboration meetings at each center with the program director, teachers, family and community advocates, service providers, and education coaches. As a result effective communication is established to fully support individualizations and effective learning environments for children.</p> <p>Accomplishments: The Disabilities and Mental Health Coordinator, classroom teachers, and Sewall Therapist attend annual IEP meetings for all children. In the 2015-</p>
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Mile High Early Learning Goals and Accomplishments

GOALS	OBJECTIVES	STRATEGIES	MEASURES	ACCOMPLISHMENTS
<p>Denver Great Kids Head Start operations and financial administration are efficient and effective, ensuring that resources support preparing Head Start children for school</p>	<p>Financial management is transparent</p> <p>Streamlined financial and operational systems</p> <p>Services purchased/negotiated are aligning with school readiness data (TS GOLD results) and need as reflected in the community assessment.</p> <p>Meetings with delegate agencies are effective and productive</p> <p>Communication is clear and timely</p>	<p>Leverage economies of scale to provide effective resources to delegate agencies and classrooms.</p> <p>Provide data analysis (TS Gold, Community Assessment) that guides programmatic design and financial investments.</p> <p>Policy advocacy for school readiness and early childhood education.</p> <ul style="list-style-type: none"> Provide feedback for policy and advocacy <p>Participate in CCCAP, collaborative meetings, Child Care Task Force and Welfare Reform Board.</p>	<p>Audit findings</p> <p>Monthly financial projections to ensure that spending is on track with the Head Start budget</p>	<p>2016 school year, we served 38 children with identified disabilities. Of these 22 transitioned successfully to kindergarten and 12 returned to our program. As a result, children with special needs are fully supported in inclusive learning environments.</p> <p>Accomplishments: MHEL had a clean A-133 Audit with no findings in the 2015-2016 program year.</p> <p>Accomplishments: The MHEL Controller provides annual training for governing board members and Policy Committee members, as well as monthly financial updates. As a result, the Governing Board is fully involved in fiscal operations.</p> <p>The MHEL Controller provides training and relevant information to Program Directors annually and as needs</p>

Mile High Early Learning Goals and Accomplishments

		<p>knowledge of the fiscal component of the program.</p> <p>Support Program Directors as administrators of individual early learning centers in budget management.</p>	<p>Percent of administrative costs (not to exceed 15 percent)</p>	<p>become apparent. Program Directors may also request support from the Controller at any time. As a result, fiscal operations are streamlined and efficient.</p> <p>Accomplishments: For the 2015-2016 program year, MHEL did not exceed 15 percent of administrative costs.</p>
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School Readiness Plan

School Readiness Philosophy

Teaching and learning at Mile High Early Learning (MHEL) is inspired by the work of Maria Montessori. The Montessori Inspired approach fosters social competency, a habit of concentration, initiative and persistence, pride in the physical environment, and a life-long joy of learning ; all qualities which research shows lead to proven school success and responsible and engaged citizens. MHEL blends these elements of Montessori's approach with other high quality and effective early childhood education practices so that every child will have the experiences and support they need to be successful in school.

Montessori believed that the child is at the center of the learning process and that through interactions with teachers, other children, and the materials in the classroom, they develop self-confidence, independence, and concentration; all important for school readiness. In our program we believe:

- Children are self-directed learners who can think and make discoveries for themselves
- Children have blocks of time to work at their own pace so that learning is meaningful and attention is uninterrupted
- Children can learn from each other as well as from teachers and therefore classrooms are made up of children of different levels of development
- Teachers carefully observe children to prepare the classroom and plan experiences that help children develop interests, skills, and knowledge
- Teachers build children's language and literacy skills through rich conversations and interactions
- Classrooms are well-ordered, safe, and prepared for children to learn independently
- Classrooms are divided into learning centers containing many interesting materials that teach language, math, science, geography, and build self-help, physical, and sensory skills
- Families share information about their children and their values and culture with teachers
- Families support children's learning

School Readiness Goals

In order to position itself in direct alignment with Denver Great Kids Head Start, MHEL has identified the following school readiness goals.

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

Each school readiness goal requires the foundational support of the families' knowledge, skill building, and engagement in their child's development across all domains.

Supporting Activities

MHEL's School Readiness Philosophy views the child at the center of a microsystem where measuring school success requires activity and growth within each of the other components within the system, including the family, teachers/leaders, the physical environment and materials, the daily experience, and the community. In order to ensure the continued emphasis on our school readiness goals during the program year, MHEL will implement a range of activities and programs in support of these goals. Each item on the chart below directly aligns with DGKHS School Readiness Goals, HSCDEL, and Colorado P-12 Academic Standards.

Area of Focus	School Readiness Goal	Program/Activity	Mid-Year Accomplishments	Data/Measurement
Social and Emotional Development	Children display developmental growth in their social-emotional skills, demonstrated by meaningful relationships with peers and adults and an increase in independent problem-solving skills.	<ul style="list-style-type: none"> Pyramid Plus Training for all teaching staff Collaboration meetings Montessori Inspired curriculum implementation Nurturing Parenting Skills Positive Parenting Solutions 5 by 5 	<ul style="list-style-type: none"> 3 sessions of Positive Parenting Solutions course have been completed at Edna Oliver and Lowry. 3 Education Coaches have renewed their CLASS Certification for Infants, Toddlers, and Preschool 2 Education Coaches completed trainer certification for Pyramid Plus 	<ul style="list-style-type: none"> ESI-R DECA TSG CLASS Observations Montessori Inspired Rubric
Approaches to Learning	Children exhibit an increasing ability to engage their environment by seeking out new information, asking questions, and exploring interests.	<ul style="list-style-type: none"> Montessori Inspired Curriculum implementation 5 by 5 	<ul style="list-style-type: none"> Teachers three coaching cycles utilizing the Montessori Inspired Curriculum Rubric, where they scored "proficient" or "exemplary" on 95% of the 21 subsections within the rubric program-wide 5 by 5 cards were distributed to all families and employees 	<ul style="list-style-type: none"> TSG Montessori Inspired Rubric
Physical Development and Health	Children display an increased understanding of health and wellness habits, as well as an individual progression of physical abilities and skills.	<ul style="list-style-type: none"> Culture of Wellness Cooking Matters Daily outdoor play 	<ul style="list-style-type: none"> 6-week Culture of Wellness classes completed at Lowry and Rude Park with 30 parent participants. Class scheduled to begin in January at Westwood Teachers incorporating movement and play activities from <i>I am Moving I am Learning</i> in the outdoor learning environment and into their lesson plans for music and movement. 	<ul style="list-style-type: none"> TSG

<p>Language and Literacy Acquisition</p>	<p>Children display growth in the acquisition of listening, speaking, reading, and writing skills.</p>	<ul style="list-style-type: none"> • Library Program • Ready to Read/Dialogic Reading • Literacy Sheets • Montessori Inspired Curriculum implementation • Lending Library 	<ul style="list-style-type: none"> • Monthly Dialogic Reading Parent trainings have been completed at all locations • Program-wide, families have contributed over 2957 hours of time reading to their children via the Literacy Program 	<ul style="list-style-type: none"> • TSG • Montessori Inspired Rubric
<p>Cognitive Development and General Knowledge</p>	<p>Utilizing pre-existing knowledge of the physical and social world, children demonstrate growth in higher order thinking such as reasoning and cognitive problem solving.</p>	<ul style="list-style-type: none"> • Montessori Inspired Curriculum implementation • Erikson Math • 5 by 5 	<ul style="list-style-type: none"> • A week long Professional Development Institute training all teachers in the use of the Montessori Inspired Curriculum Rubric was completed. • 3 Education Coaches received their Colorado Coaching Credential. • All teachers responsible for assessment completed inter-rater reliability certification for Teaching Strategies GOLD. 	<ul style="list-style-type: none"> • TSG • Montessori Inspired Rubric

**Mile High Early Learning
Training and Technical Assistance Plan
2017-2018**

Domain Area/Topic	Delivery Method	Justification	Target Audience	Desired Outcomes	Location	Date	Cost Allocation	Evaluation
<p>ERSEA/Family & Community Partnerships/</p> <p>Recruitment; enrollment; in-kind; development of family partnership agreements; forms; communication; monitoring; program governance; parent and community outreach; reporting; monitoring; analyzing data; and overall delivery of family services.</p>	<p>Family & Community Partnerships Coordinator</p> <p>Education Director</p> <p>Curriculum & Instruction Director</p> <p>Head Start Director</p>	<p>To effectively implement policies and procedures related to family and community partnerships and deliver services to families.</p>	<p>Enrollment Coordinator</p> <p>Program Directors</p> <p>Family & Community Advocates</p> <p>Education Director</p>	<p>Staff will comply with all program policies and procedures, accurately maintain appropriate data collection, and develop professional relationships with families.</p>	<p>TBD</p>	<p>Monthly meetings</p> <p>Monthly individualized training</p> <p>Professional Development Institute</p>	<p>Staff time for non-exempt staff and materials</p> <p>\$1,707</p>	<p>Training agendas, Professional Development Plans, Monitoring Action Plans, PIR Data, training calendar, ECERS/ITERS scores, and required paperwork</p> <p>DGKHS Monitoring Action Plans</p>
<p>Training Final Rule on Head Start Eligibility and on New Head Start Performance Standards</p>	<p>Family & Community Partnerships Coordinator</p>	<p>To train Family & Community Advocates and staff who make eligibility determination upon hire and as needed.</p>	<p>Family & Community Advocates</p> <p>Family & Community Partnerships Coordinator</p> <p>Enrollment Coordinator</p>	<p>Staff will comply with all program policies and procedures around ERSEA</p>	<p>TBA</p>	<p>As Needed</p>	<p>Staff time for non-exempt staff and materials</p>	<p>Sign in sheets</p>

**Mile High Early Learning
Training and Technical Assistance Plan
2017-2018**

Domain Area/Topic	Delivery Method	Justification	Target Audience	Desired Outcomes	Location	Date	Cost Allocation	Evaluation
Child Development & Education/ Individualization; child guidance; class management; teaching strategies; RFO process; supportive environments; Pyramid Teaching Model; Montessori Method; equity training; consulting teachers; CLASS training in each area and observations; Teaching Strategies GOLD (Math); ITERS / ECERS; DECA; ASQ; ESI-R; planning; emergency procedures; child transitions; monitoring; analyzing data; language and literacy development.	Disabilities/Mental Health Coordinator Director of Education Head Start Director Program Directors Coaches Curriculum & Instruction Director	Effectively implement policies and procedures related to early education and effectively prepare the environment for child developmental success.	Teachers Teacher Assistants Program Directors Family & Community Advocates Family & Community Partnerships Coordinator	Staff will comply with all policies and procedures, prepare a supportive environment for children, accurately provide developmental ly appropriate instruction for all children, and maintain appropriate data collection.	TBD	Ongoing	Staff time (overtime hours for non-exempt staff) and materials Sub Cost is \$21.00 an hour/\$168.00 a day plus fee for background check and fingerprints \$14,530	Training Agenda, Professional Development Plan, Site Visits, ECERS / ITERS, TSG, CLASS, DECA, ASQ and ESI-R Training Agenda, Professional Development Plan, Monitoring Plan

**Mile High Early Learning
Training and Technical Assistance Plan
2017-2018**

Domain Area/Topic	Delivery Method	Justification	Target Audience	Desired Outcomes	Location	Date	Cost Allocation	Evaluation
Ongoing Monitoring/ Record Keeping/ An overview of program structure, effective implementation of policies and procedures, program forms, monitoring, and overview of program operations through training in the following areas: Colorado Childcare Licensing Rules and Regulations; Head Start Performance Standards; and other program regulations.	Education Director Human Resources Generalist Program Directors Curriculum & Instruction Director	To provide all new employees with an orientation.	New Employees	Staff will effectively implement licensing regulations. Staff will effectively implement Head Start Performance Standards. Staff will gain an understanding of Mile High Early Learning as well as job specific responsibilities	TBD	Ongoing	Staff time (overtime hours for non-exempt staff) and materials	Training Agenda, Professional Development Plan, Site Visits, ECERS / ITERS Training Agenda, Professional Development Plan, Monitoring Plan

**Mile High Early Learning
Training and Technical Assistance Plan
2017-2018**

Domain Area/Topic	Delivery Method	Justification	Target Audience	Desired Outcomes	Location	Date	Cost Allocation	Evaluation
Program Design and Management/ Roles and responsibilities; Head Start Performance Standards; and shared governance.	Education Director Nurse Head Start Director Human Resources Director Food Services Coordinator Curriculum & Instruction Director	To effectively carry out roles and responsibilities of MHM Governing Bodies.	Policy Committee Board of Directors	MHM Governing Bodies will make informed program decisions.	TBD	September or November— Board of Directors Orientation October— Policy Committee Orientation Monthly	Staff time and in-kind volunteer time	Policy Committee Minutes Board of Directors Minutes
(ERSEA) Final Rule on Head Start Eligibility	Head Start Director Family & Community Partnerships Coordinator	To train all governing body and policy committee members.	Policy Committee Board of Directors	MHM Governing Bodies will make informed program decisions.	TBD	Policy Committee Members will be trained in October and as needed Board Members will be trained in September or November and as	Staff time and in-kind volunteer time	Policy Committee Minutes Board of Directors Minutes

**Mile High Early Learning
Training and Technical Assistance Plan
2017-2018**

Domain Area/Topic	Delivery Method	Justification	Target Audience	Desired Outcomes	Location	Date	Cost Allocation	Evaluation
Human Resources/ Conference/Workshops	Head Start Director	Attend relevant conferences and workshops	All staff Parents	Staff will increase understanding of Head Start and related fields	TBD	As scheduled	\$5,000	Conference registration, Travel Certificate
Attending college courses, seminars, staff wellness, professional development and or relevant training opportunities.	Education Director Curriculum & Instruction Director	Increase knowledge of child development and instructional practices.	All Staff	Staff will meet Head Start Performance Standards and licensing requirements	TBD	Ongoing	\$11,000	Transcripts, Credential Tracker, degrees, certificates, registrations
Orientation	Denver Great Kids Head Start	DGKHS New Employee Orientation	New Employees	Employees will gain a thorough understanding of Denver Great Kids Head Start.	TBD	As scheduled	Staff time (overtime hours for non-exempt staff)	Training Agenda, Professional Development Plan, Certificate



**Mile High Early Learning
2017-2018 Head Start Program Calendar**

Part-day	8:00 am-11:30 am/12:30 pm-4:00 pm/Monday-Thursday September 5, 2017-May 24, 2018
Full-day	8:30 am-4:00 pm/Monday-Friday September 5, 2017-May 25, 2018
Extended-day	7:15 am-5:45 pm/Monday-Friday October 2, 2017-June 22, 2018

Closures/Holidays:

2017

July 3 - July 7	Summer Break
August 18	Professional Development
September 4	Labor Day
September 29	Professional Development
November 3	Professional Development
November 23 & 24	Thanksgiving
December 25	Christmas Holiday
December 25- January 5	Winter Break

2018

January 1	New Year's Day
January 15	Martin Luther King Jr. Day
February 19	Professional Development
March 26- 30	Professional Development Week
April 27	Professional Development
May 28	Memorial Day

Warren Village

9:00 am-4:30 pm
October 2, 2017-June 22, 2018

Closures/Holidays:

2017

June 9	Professional Development
July 4	Independence Day
July 7	Professional Development
August 11	Professional Development
September 4	Labor Day
September 8	Professional Development
October 13	Professional Development
November 10	Professional Development
November 23 & 24	Thanksgiving
December 22-26	Winter Break
December 25	Christmas Holiday

2018

January 1	New Year's Day
February 9	Professional Development
March 9	Professional Development
April 13	Professional Development
May 11	Professional Development
May 28	Memorial Day
June 8	Professional Development
July 13	Professional Development



Centers Directory

Edna Oliver Montessori Early Learning Center

2851 Tremont Place, Denver, CO 80205
Phone: 303.295.2011

Director: Jessica Scherden

FCA: Aimee Atwater

Hours: 7:00 AM – 6:00 PM

Lowry Montessori Early Learning Center

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

Director: Laura Querrey

Asst. Program Director: Johanna Hernandez

FCA: Monique Thompson

FCA: Rachel Ash

Hours: 7:00 AM – 6:00 PM

Rude Park Montessori Early Learning Center

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

Director: Stacy Cook-LaPointe

FCA: Laura Gourdine

Hours: 7:00 AM – 6:00 PM

Northeast Montessori Early Learning Center

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

Director/FCA: Sheridan Castro

Hours: 7:30 AM – 5:00 PM

Sun Valley Montessori Early Learning Center

990 Alcott Way, Denver, CO 80204
Phone: 303.534.5121

Director: Stacy Cook-LaPointe

FCA: Laura Gourdine

Hours: 7:30 AM – 4:00 PM

Westwood Montessori Early Learning Center

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

Director: Kathy Baker

Asst. Program Director: Amira Ababio

FCA: Glenda Caridad

FCA: Chelsea Brookshire

Hours: 7:00 AM – 6:00 PM

Warren Village

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

Director: Maggie Rittenhouse

FCA: Aimee Atwater

Hours: 7:00 AM – 6:00 PM



Mile High Early Learning Organizational Chart

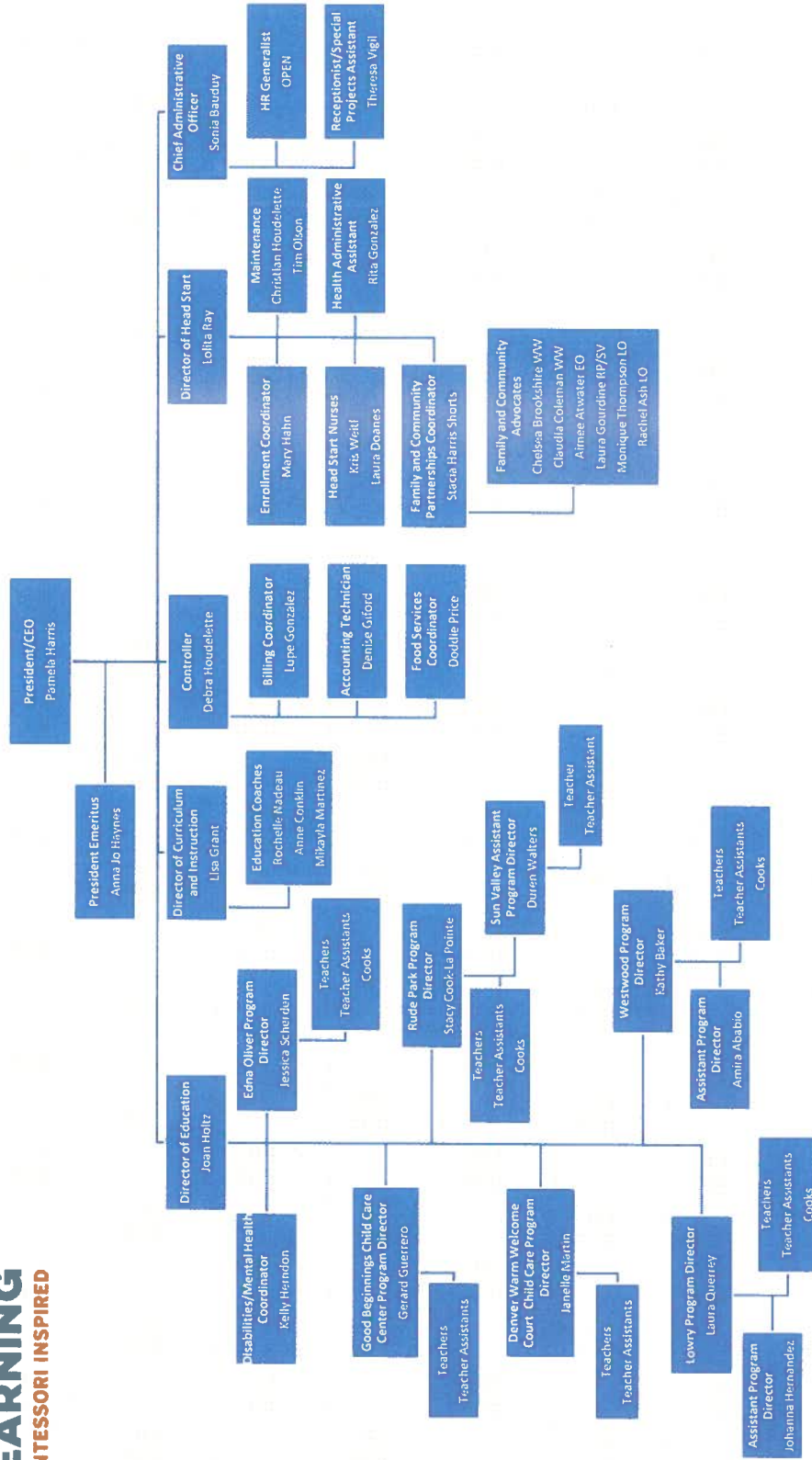


EXHIBIT B

Mile High Early Learning 2017-2018 Head Start Grant Budget Narrative

The total amount requested for grant funds for Mile High Early Learning (MHEL from Denver's Great Kids Head Start is **\$2,140,712**:

- \$1,704,862.00 Program Operations
- \$ 7,707.00 Training/Technical Assistance
- \$ 428,143.00 Non Federal Share

Included in this request are a total of 269 Head Start slots; 253 to be served through MHEL centers and 16 to be served through a partnership with Warren Village, Inc.

Personnel **\$1,361,990 Personnel**

The proposed MHEL Head Start budget is 80% staff salaries (\$1,361,990), with 88% (\$1,199,755) of staff salaries being direct program costs.

Staff are allocated to the Head Start program based on a variety of factors. MHEL has a capacity of 407 children, which include 40 infants, 72 toddlers and 295 preschoolers. Out of the 295 preschooler slots, 253 (86%) will be Head Start. Due to Head Start budget constraints, MHEL allocates between 0% - 90% of administrative staff salaries to the Head Start budget. Preschool teaching staff are allocated between 50% - 90% to Head Start, depending on classroom program options. MHEL will adhere to all Head Start salary caps.

Fringe Benefits **\$296,799**

The proposed MHEL Head Start budget is 17% (\$296,799) for fringe benefits and employer taxes. The proposed budget consists of the following: employer Social Security Medicare tax in the amount of \$92,259, Worker's Compensation Insurance in the amount of \$15,600, health insurance premiums in the amount of \$144,000, life and disability insurance in the amount of \$5,400, employer 401K match in the amount of \$39,540 for a total of \$296,799.

Travel **\$0**

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

Equipment Purchases **\$0**

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

Supplies **\$0**

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

Contracts **\$40,000**

MHEL is partnering with Warren Village for 16 Head Start slots.

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

Construction and Renovations **\$0**

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

Other **\$3,000**

The proposed MHEL Head Start budget for grant year 2017/2018 contains the following:

ESL classes for parents **\$1,000**
MHEL will provide support to parents to access ESL classes.

Volunteer expense **\$2,000**
Materials and supplies for Policy Committee meetings are included in volunteer expenses.

All other costs are budgeted in the MHEL operating budget.

Unusual Situation or Special Programming

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

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

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

Shared Staff, Facilities and Equipment

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

Legal Fees and Attorney Costs

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

Training and Staff Development **\$ 10,780 (T/TA PA 20 \$7,707)**

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

Non-Federal Resources **\$428,143**

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

Non-federal resources may include the following:

- Classroom and field trip volunteering
- Family literacy sheets
- Translation services
- Painting and maintenance of the facilities
- Cleaning and maintenance of the grounds
- Building depreciation
- Occupancy costs
- Donated supplies, including the flowers donated by King Soopers
- Foundation grants used to support the Head Start program
- Board of Directors' volunteer time to attend meetings
- Parents and community members' time to attend Policy Committee meetings
- Administrative assistance
- Services
- Mile High United Way contributions
- Denver Preschool Program income
- Colorado Preschool Program income

This is the estimated detail for the 2017/2018 grant year.

Description	Amount	Budget Category
<ul style="list-style-type: none"> • Classroom and field trip volunteering • Family literacy sheets • Administrative assistance 	\$99,540	Teacher Aides - \$14.22/hr. for 7,000 hours
<ul style="list-style-type: none"> • Translation services • Board of Directors' volunteer time to attend meetings • Parents and community members' time to attend Policy Committee meetings 	\$5,000.00	Translation services - \$500 Board of Directors - \$3,600 Policy Committee - \$900
<ul style="list-style-type: none"> • Denver Preschool Program 	\$132,000	Contractual - These funds will be used to purchase classroom supplies, occupancy costs, personnel costs and other general operating expenses.
<ul style="list-style-type: none"> • Colorado Preschool Program 	\$94,600	Contractual – These funds will be used to purchase classroom supplies, occupancy costs,

		personnel costs and other general operating expenses.
• Building depreciation	\$75,000.00	Other – Rent
• Fringe benefits	\$22,003	Fringe benefits
TOTAL	\$428,143	

Volunteers can be parents or members of the community. The volunteer wage rate is calculated based upon the service the volunteer is providing. For example, if the volunteer is helping in the classroom, the wage rate for Teacher Assistants (current average \$14.22) is used; the Policy Committee member’s rate is calculated at the salary of the Head Start Director (current average \$36.87); and the rate used for volunteers painting a classroom is the average wage rate (current average \$21.00) of our maintenance department staff. The fringe benefit rate used for in-kind calculations is the same as the Agency rate for Head Start employees.

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

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

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

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

In addition, MHEL uses Denver Preschool Program and Colorado Preschool Program revenue as part of the in-kind donation. Denver Preschool Program revenue is received on all kindergarten bound preschoolers, with about 98% of those preschoolers also receiving Head Start services. Colorado Preschool Program (CPP) revenue can be received on infants, toddlers and preschool children. MHEL will be receiving 147 CPP slots at the rate of \$370 per slot per month for September 2017 through May 2018.



**Mile High Early Learning
2017-2018 Head Start Program Calendar**

Part-day	8:00 am-11:30 am/12:30 pm-4:00 pm/Monday-Thursday September 5, 2017-May 24, 2018
Full-day	8:30 am-4:00 pm/Monday-Friday September 5, 2017-May 25, 2018
Extended-day	7:15 am-5:45 pm/Monday-Friday October 2, 2017-June 22, 2018

**Closures/Holidays:
2017**

July 3 - July 7	Summer Break
August 18	Professional Development
September 4	Labor Day
September 29	Professional Development
November 3	Professional Development
November 23 & 24	Thanksgiving
December 25	Christmas Holiday
December 25- January 5	Winter Break

2018

January 1	New Year's Day
January 15	Martin Luther King Jr. Day
February 19	Professional Development
March 26- 30	Professional Development Week
April 27	Professional Development
May 28	Memorial Day

Warren Village

9:00 am-4:30 pm
October 2, 2017-June 22, 2018

**Closures/Holidays:
2017**

June 9	Professional Development
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December 22-26	Winter Break
December 25	Christmas Holiday

2018

January 1	New Year's Day
February 9	Professional Development
March 9	Professional Development
April 13	Professional Development
May 11	Professional Development
May 28	Memorial Day
June 8	Professional Development
July 13	Professional Development

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

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

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

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

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

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

Denver Great Kids Head Start
Program Year 21 Report Schedule

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2017

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

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


PRODUCER CCIG 5660 Greenwood Plaza Blvd. Suite 500 Greenwood Village, CO 80111	CONTACT NAME: Julie Robins PHONE (A/C, No, Ext): (720) 212-2026 E-MAIL ADDRESS: JulieR@thinkccig.com	FAX (A/C, No): (303) 799-0156	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Mile High Montessori ELC 1780 Marion Street Denver, CO 80218	INSURER A : Philadelphia Insurance Company		
	INSURER B : Pinnacol Assurance		41190
	INSURER C : United States Liability Ins Co		
	INSURER D : National Union Fire Ins Co PA		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		PHPK1519530	06/30/2016	06/30/2017	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input checked="" type="checkbox"/> Abuse/Molestation						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
A	AUTOMOBILE LIABILITY	X		PHPK1519530	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$	
	DED <input type="checkbox"/> RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	0875922	01/01/2017	01/01/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
C	Directors & Officers			ND01008277P	06/30/2016	06/30/2017	E.L. DISEASE - POLICY LIMIT \$ 500,000	
D	CO-Child Care Volunt			SRG0009118967	06/30/2016	06/30/2017		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City and County of Denver, its elected and appointed officials, employees and volunteers are additional insured with respects to the Commercial General Liability and Business Auto Policies.

CERTIFICATE HOLDER City and County of Denver, Denver Great Kids Head Start 201 W Colfax Ave # 1107 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



5660 Greenwood Plaza Blvd, Ste 500
Greenwood Village, CO 80111

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

3/23/2017

Mile High Montessori ELC
1780 Marion Street
Denver, CO 80218

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

Dear Debbie,

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

Philadelphia Insurance – Package

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

Current Policy # PHPK1519530

Current Policy Term – June 30, 2016 to June 30, 2017

Philadelphia Insurance – Umbrella

Current Policy # PHUB547902

Current Policy Term – June 30, 2016 to June 30, 2017

AIG – Student Accident

Current Policy #SRG0009144591

Current Policy Term – July 16, 2016 to July 16, 2017

Please contact me directly should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Julie Robins".

Julie Robins
Account Manager
720.212.2026
JulieR@thinkccig.com



Centers Directory

Edna Oliver Montessori Early Learning Center

2851 Tremont Place, Denver, CO 80205

Phone: 303.295.2011

Director: Jessica Scherden

FCA: Aimee Atwater

Hours: 7:00 AM – 6:00 PM

Lowry Montessori Early Learning Center

1957 Ulster Way, Denver, CO 80230

Phone: 303.340.1296 or 303.364.3407

Director: Laura Querrey

Asst. Program Director: Johanna Hernandez

FCA: Monique Thompson

FCA: Rachel Ash

Hours: 7:00 AM – 6:00 PM

Rude Park Montessori Early Learning Center

1275 Decatur St., Denver, CO 80204

Phone: 303.629.6785

Director: Stacy Cook-LaPointe

FCA: Laura Gourline

Hours: 7:00 AM – 6:00 PM

Northeast Montessori Early Learning Center

3503 Marion St., Denver, CO 80205

Phone: 303.295.2509

Director/FCA: Sheridan Castro

Hours: 7:30 AM – 5:00 PM

Sun Valley Montessori Early Learning Center

990 Alcott Way, Denver, CO 80204

Phone: 303.534.5121

Director: Stacy Cook-LaPointe

FCA: Laura Gourline

Hours: 7:30 AM – 4:00 PM

Westwood Montessori Early Learning Center

980 South Lowell Blvd., Denver, CO 80219

Phone: 303.922.1123

Director: Kathy Baker

Asst. Program Director: Amira Ababio

FCA: Glenda Caridad

FCA: Chelsea Brookshire

Hours: 7:00 AM – 6:00 PM

Warren Village

1323 Gilpin St., Denver, CO 80218

Phone: 303.321.2345

Director: Maggie Rittenhouse

FCA: Aimee Atwater

Hours: 7:00 AM – 6:00 PM

Denver Revised Municipal Code

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

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

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

(c) *Determination of prevailing wages.*

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

review the appropriateness of using this methodology and may recommend to city council a different method for establishing prevailing wage rates.

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

- (4) The office of human resources shall issue clarifications or interpretations of the prevailing wage, and shall provide the auditor any issued clarification or interpretation. If the auditor does not advise the executive director of human resources in writing that it disagrees with any issued clarification or interpretation within thirty (30) days, the clarification/interpretation shall be final. If the auditor advises the executive director of human resources in writing that it disagrees with the clarification or interpretation, then the auditor and the executive director of human resources shall meet to resolve the conflict and, with approval of the career service board, the office of human resources shall issue a final agreed upon clarification or interpretation, or may withdraw the clarification or interpretation, as appropriate.

(d) *Mandatory contract provisions; enforcement.*

- (1) Every contract covered by this section shall contain a provision requiring the contractor and every subcontractor under such contract to pay every worker, mechanic and laborer employed under such contract not less than the scale of wages as provided for under subsections (b) and (c).
- (2) Such contract shall further require the contractor and subcontractors to pay all construction workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications; except that the contractor and subcontractors shall make such payments to janitorial or custodial workers, and oil and gas employees and contractors, at least biweekly.
- (3) Every such contract shall further provide that the contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor, and that complaints by third parties, including employees of contractors and subcontractors, of violations may be submitted to the auditor, pursuant to subsection (f).
- (4) The contract shall further provide that if the contractor or any subcontractor shall fail to pay such wages as are required by the contract, the manager of finance shall not approve a warrant or demand for payment to the contractor until the contractor furnishes the auditor evidence satisfactory to the auditor that such wages so required by the contract have been paid. Nothing herein shall preclude the manager of finance from approving a partial warrant or demand for payment to the contractor to the extent the auditor has been furnished evidence satisfactory to the auditor that one or more subcontractors has paid such wages required by the contract, even if the contractor has not furnished evidence that all of the subcontractors have paid wages as required by the contract. Any contractor or subcontractor may utilize the following procedure in order to satisfy the requirements of this section:

- a. The contractor or subcontractor may submit to the auditor, for each worker, mechanic or other laborer to whom such wages are due, a check, as required by the auditor. Such check shall be payable to that worker, mechanic or other laborer, or to the City and County of Denver so it is negotiable by either of those parties. Each such check shall be in an amount representing the difference between the accrued wages required to be paid to that worker, mechanic or other laborer by the contract and the wages actually paid by the contractor or subcontractor.
 - b. If any check submitted pursuant to paragraph (4)a. of this subsection cannot be delivered to the worker, mechanic or other laborer within a reasonable period of time as determined by the auditor, then it shall be negotiated by the city and the proceeds deposited in the auditor's unclaimed prevailing wages special trust fund. Nothing in this subsection shall be construed to lessen the responsibility of the contractor or subcontractor to attempt to locate and pay any worker, mechanic or other laborer to whom wages are due.
 - c. Any valid, verified claim for prevailing wages that is actually received by the city through negotiation of any check submitted pursuant to paragraph (4)a. of this subsection must be made prior to two (2) years after the date of the last underpayment by the contractor or any subcontractor to the worker, mechanic or other laborer to whom such wages were due. After such date, the city shall no longer be liable for payment. The city, as trustee, shall pay such claimant only the amount of the check that is actually negotiated, regardless of any dispute as to any additional amount of wages owing to the worker, mechanic or other laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.
 - d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
 - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct electronically certified copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.
 - (6) Every such contract shall also require that the contractor will provide to the city a list of all subcontractors who will be providing any services under the contract.
 - (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise,

and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.

- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each payroll period, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
 - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
 - (2) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - (3) The penalty shall be two thousand five hundred dollars (\$2,500.00) for a violation, plus seventy-five dollars (\$75.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (4) The penalty shall be five thousand dollars (\$5,000.00) for a violation, plus one hundred dollars (\$100.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
 - (5) The penalty shall be five hundred dollars (\$500.00) for each week, or portion thereof, for each week during which a contractor or subcontractor fails to furnish the auditor any certified payrolls where any worker, laborer or mechanic employed by the non-reporting contractor or subcontractor has performed any work under a contract subject to section (b), unless the failure of the contractor or subcontractor to furnish the auditor any certified payrolls was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor. This penalty shall not be imposed in conjunction with penalties imposed under sections (e)(2)—(4).
 - (6) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each incident of false reporting on a certified payroll, not corrected within fifteen (15) days of the date the false report was brought to the attention of the contractor or subcontractor. A certified payroll shall be determined to be a false report when information related to hours worked or wages paid reported on a certified payroll is not identical to supportive documentation, including paychecks issued to employees, timecards maintained by contractors and subcontractors, invoices for

work performed issued to contractors or the city, and tax documents. This penalty shall be imposed in addition to penalties imposed under sections (e)(2)—(5).

- (f) *Third party complaints.* Subject the provision of this section and any rules and regulations that may be issued by the auditor, a third party, including an employee of a contractor or subcontractor, may submit a complaint of a violation of this section to the auditor. The burden of demonstrating to the auditor's satisfaction that a violation has occurred or the rebuttable of such presumption rests with the third party making the complaint, and shall be demonstrated by a preponderance of the evidence. Any such complaint shall be made in writing to the auditor and shall include all information relied upon by such party. The auditor shall notify in writing any person alleged to have violated the section of such complaint. The auditor will investigate credible complaints and provide a response of its findings of any such complaint to both the complainant and the person who is identified as violating the section. Any determination by the auditor pursuant to this section is reviewable by the complained-of party, pursuant to subsection (g).
- (g) *Review.* Any determination of the auditor related to the imposition of prevailing wage, including determinations of applicable employment classifications and wages, determinations of underpayment or misreporting, and the imposition of penalties shall be reviewable as follows:
 - (1) Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
 - (2) The auditor shall designate as a hearing officer a person retained by the city for that purpose.
 - (3) The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
 - (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
 - (5) The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.

- (6) Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

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