

AGREEMENT for Head Start Services for Program Year 2014-2015

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado not-for-profit corporation with an address of 3801 Martin Luther King Blvd., Denver, CO 80205 (the "Contractor"), collectively "the parties".

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

A. "ACF" means the Administration For Children, Youth and Families.

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 Targeted Areas of 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 Federal Government through 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. "Service Area" means the specific geographic areas within the City and County of Denver designated by the City as an area to be served under Denver's Head Start Program by a Delegate Agency.

J. “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 program.

K. “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.

L. “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.

M. “Targeted Areas” means the specific geographic areas within the City and County of Denver designated by ACF as areas to be served under Denver’s Head Start Program.

N. “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 Paragraphs 1 through 44, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

A. Exhibit A consists of:

(1) Exhibit A-1, Contractor’s Application and narrative to provide Head Start Services for program year 2014-2015;

(2) Exhibit A-2, First Supplemental Application/Scope of Services and Budget Narrative; and

(3) Exhibit A-3, Second Supplemental Application/Scope of Services and Budget Narrative.

B. Exhibit B consist of:

(1) Exhibit B-1, Contractor’s Budget;

(2) Exhibit B-2, First Supplemental Application/Scope of

Services and Budget Narrative; and

(3) Exhibit B-3, Second Supplemental Application/Scope of Services and Budget Narrative.

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 paragraphs 1 through 43 hereof 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, 2014, and will expire on June 30, 2015 (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 of the Agreement 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 on 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 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 Equipment and Controlled Assets, as such terms are defined below in paragraph 22.B, of this Agreement, 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 but are not limited to methods to prevent the use of e-mail and Internet services 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. If the Contractor determines it is in the best interests of children and families of children enrolled in the City's Head Start programs to change any service area assigned to the Contractor or the hours of operation from the hours stated in Exhibit C, it will, in writing, notify the Director and request the Director's approval of, the proposed new location or hours of operation and the reasons why the location or hours of operation should be changed (as appropriate). The Contractor's notice of proposed change will be delivered to the Director at least thirty (30) calendar days prior to the date the requested change is to be effective. Contractor will not deviate from its assigned service area or change any hours of operation until the City has approved in advance Contractor's notice of proposed change from assigned service area or hours 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 paragraph 21 below.

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. Contractor will comply with all requirements stated in 45 C.F.R. 1304.23 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.

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/Budget modifications.

(1) 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 expend 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.

(2) The Contractor will abide by applicable City Law and Federal regulations at 45 CFR Parts 74.25 and 92.30 concerning any permitted modifications to Exhibit B, including any programmatic changes described therein prior to making such a change; provided, however, that no modification to Exhibit B will increase the Maximum Contract Amount. Any proposed modification of more than ten percent of the amounts listed on the line item categories listed on Exhibit B will not take effect unless and until it

is approved in writing by both parties' authorized representatives, approved as to form by the City Attorney's office, and filed by the Head Start Office with the Denver Clerk and Recorder. Any such modification will contain the date upon which the modified budget will take effect and the City's Contract Control number stated on the signature page of this Agreement. Any modifications to Exhibit B that requires an increase to the Maximum Contract Amount will be memorialized in writing by revising and restating said exhibit and approved by the parties by a written Amendatory Agreement or new Agreement prepared and executed by both parties in the same manner as this Agreement.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Four Hundred Twenty Four Thousand Eight Hundred Twenty Four Dollars and Eighty-Four Cents (\$1,424,824.84)**, (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 provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase "fairly evaluated" referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for the Head Start program. Contractor's contribution under this Agreement will be **Three Hundred Fifty Six Thousand Two Hundred Six Dollars and Twenty One Cents (\$356,206.21)** 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 nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City 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. 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.

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, a 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, invoices paid by the Contractor that equals or exceeds 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 2013-2014, HHS may issue only a partial financial award for program costs for Program Year 2013-2014. 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.

I. Maximum Contract Liability.

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed 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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated by the United States Government and 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.

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, 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. The Contractor will 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 and no more than thirty (30) calendar days may elapse before the vacancy is filled. The Contractor may, however, to the extent permitted by 45 C.F.R. 1305.7(b), as may be amended from time to time, elect not to fill a vacancy when sixty (60) calendar days or

less remain in the program's enrollment year. To the extent permitted by 45 C.F.R. 1305.4(b)(1), as may be amended from time to time, at least ninety percent (90%) of the children who are enrolled in each of Contractor's Head Start programs must be from low-income families whose income will not exceed 130% of poverty guidelines established by the federal government. To the extent permitted by 45 C.F.R. 1305.4(b)(2), as may be amended from time to time, up to ten percent (10%) of the children who are enrolled by the Contractor may be children from families that exceed the low-income guidelines of the federal government but who meet the criteria that the ACF has established for selecting such children and who would benefit from Head Start services.

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. 1305.8, 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 paragraph 7.E 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 paragraph 22.B 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, of all Equipment and Controlled Assets purchased under this Agreement. 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 paragraph 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 hardcopy 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, codified at 31 U.S.C. §7501, *et seq.*, (Law. Coop Supp. 1997), as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to Circular Nos. A-133 and A-110. 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 and Auto Liability, the Contractor's, 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 effect 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) 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 in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision;
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) No exclusion for sexual abuse or molestation.

(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 their 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.

(11) Bond. If required by applicable federal law, 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 for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of 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 City.

B. Contractor's duty to defend and indemnify 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 shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City, its appointed and elected officials, agents and employees, 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 City, its appointed and elected officials, agents and employees, shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

16. 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. DEFICIENCIES/NONCOMPLIANCE:

A. Deficiencies. The City has the right at all times to determine, in its sole discretion, that Contractor has one or more deficiencies ("Deficiencies"), as such term is defined at 45 C.F.R. Section 1304.3(a)(6) and as such section may be amended from time to time. If the Director finds that the Contractor has Deficiencies, the Director will notify the Contractor in writing of such findings of Deficiencies ("Notice of Findings of Deficiencies"). The Notice of Findings will identify the Deficiencies to be corrected and will state that the Contractor is to correct the Deficiencies immediately or must instead develop a Quality Improvement Plan (the "Quality Improvement Plan") to correct the

Deficiencies.

B. Quality Improvement Plan to Correct Deficiencies. Upon receipt of the Notice of Findings of Deficiencies, the Contractor will correct all identified Deficiencies either immediately or pursuant to a Quality Improvement Plan. If the Contractor is to correct all identified Deficiencies immediately, the Contractor will verify in writing to the Director, no later than ten (10) calendar days from the date of actual completion of corrective action that Contractor corrected the Deficiencies and will state the measures taken to correct the Deficiencies.

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 Findings of Deficiencies, a Quality Improvement Plan that identifies all appropriate actions that 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 why it so disapproved of the Quality Improvement Plan. If the Quality Improvement Plan is disapproved, the Contractor must submit 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.

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.

C. Findings of Noncompliance. The City further reserves the right at all times to determine, in its sole discretion, that the Contractor is not in compliance with any provisions of this Agreement which noncompliance does not constitute a deficiency, as such term is defined by the federal government for Head Start purposes, at 45 C.F.R. 1304.3(a)(6). If the Director finds that the Contractor is not in compliance with any provisions of this Agreement, the Director will notify the Contractor in writing of such

findings of noncompliance (“Notice of Findings of Noncompliance”). The Notice of Findings will identify the areas of noncompliance to be corrected and will state the date upon which the Contractor is to correct the areas of noncompliance. If the Contractor is unable or unwilling to correct the specified areas of noncompliance within the time period designated by the City, then the City will issue a Notice of Findings of Deficiency which must be corrected, either immediately or pursuant to a Quality Improvement Plan in accordance with the procedures set forth in subparagraphs (a) and (b) of this paragraph 18.

19. REMEDIES: If the Contractor does not timely correct an identified deficiency within the specified timeframe, then the City may impose any or all of the following remedial actions, in addition to any and all other remedial actions authorized by law:

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

B. 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;

C. Suspend or terminate this Agreement, or any portion or portions thereof, upon thirty (30) calendar prior written notice to Contractor;

D. 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;

E. 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;

F. 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;

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

H. 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.

20. OTHER GROUNDS FOR TERMINATION:

A. By the City.

1. The City has the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor for any default by the Contractor under this Agreement other than the failure to correct an identified deficiency which default has not been cured within the 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 or if the Grant is suspended or terminated, in whole or in part, by HHS.

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, kick backs, 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 paragraph 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.

21. PROCUREMENT:

A. Services and Supplies. 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 services consistent with the "Procurement Standards" contained in 45 C.F.R. §§74.40 -74.48 or 45 C.F.R. §92.36 (whichever is applicable to the Contractor) and consistent with the requirements contained in this Section 21... "Services" means contractual services subject to formal and informal competition but which are not in their nature unique or which do not require a level of skill, training or expertise. Services for purposes of this Agreement do not include Head Start professional services or other professional services. "Supplies" means all tangible personal property other than Equipment as defined below. All procurement decisions for goods, services and supplies made by Contractor and its Subdelegates and any Vendor will be consistent with applicable federal, state, and City laws, statutes, executive orders and regulations. Contractor will further submit a copy of a list of the supplies to the City's Head Start Director upon the expiration of this Agreement or if this Agreement is terminated sooner then such list will be submitted to the Director within thirty (30) calendar days of the date of termination. Upon the expiration or earlier termination of this Agreement, all remaining Supplies will be returned to the City or disposed of, as the City will direct.

B. Equipment and Controlled Assets. "Equipment" means tangible

personal property having a useful life of more than one year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit. "Controlled Assets" means tangible personal property having an acquisition cost of no less than Five Hundred Dollars (\$500.00) and no more than Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$4,999.99) and tangible personal property that fall in the following categories: computers, laptops, scanners, facsimile machines, copiers, printers, video cameras, digital cameras, and capital leases with a present value of no less than Two Thousand, Five Hundred Dollars (\$2,500.00) and no more than Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety Nine-Cents (\$4,999.99).

Ownership of all Equipment and Controlled Assets purchased with funds paid under this Agreement by Contractor or Subdelegates or, any Vendor, if such Vendor is designated by the Director in writing, will be in the City and County of Denver. The Contractor will not dispose of any Equipment or Controlled Assets without the prior written approval of the City.

The preceding sentences will not be construed to preclude normal or routine use and consumption of goods and supplies purchased by Contractor or Subdelegates or Vendors, if appropriate, in the provision of Head Start services under this Agreement. Upon the expiration or earlier termination of this Agreement, all Equipment and Controlled Assets purchased with funds under this Agreement will be returned to the City or disposed of, as the City shall direct. 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 Equipment and Controlled Assets purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all Equipment and Controlled Assets 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 list for all Equipment and Controlled Assets purchased with funds provided under this Agreement.

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

22. SUBJECT TO ACF APPROVAL: This Agreement is subject to the approval of the responsible HHS official in accordance with the provisions of the CFR.

23. 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 comply with the provision of 45 C.F.R. Part 1304.53, as may be amended from time to time, which requires all Head Start facilities and locations to be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with ACF Program Instruction #ACYF-PI-HS-95-04, as may be amended from time to time, and any and all policies of the City concerning the use or sale of tobacco in Head Start or City facilities, may be amended from time to time. No class will be operated in a facility that does not comply with 45 C.F.R. 1304.53, ACF Program Instruction #ACYF-PI-HS-95-04, or any applicable 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.

24. 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 codified at 42 U.S.C. 9801, *et seq.*;
- B.** 45 CFR Part 1301 through 1311, including all regulations referenced therein;
- C.** All information memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the operation of Head Start programs or the expenditure of federal funds;
- D.** 45 CFR Part 16, 74, 80, 87, and 92;
- E.** 2 CFR Part 25.110;
- F.** The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;
- G.** 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;
- H.** "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;

I. U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will provide immediate written notice to the Director if at any time it learns that its certification under this subparagraph 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 subparagraph, the Contractor will provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, 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 Contractor.

Contractor will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" as such clause is set forth at 2 C.F.R. Part 180, 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 Order 12549 and its implementing regulations;

J. The Americans with Disabilities Act as codified at 42 U.S.C. 12101, *et seq.*;

K. City and County of Denver policy concerning nondiscrimination in employment. 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;

L. All circulars of the U.S. Office of Management and Budget ("OMB");

M. All policies and procedures set forth in the City and County of

Denver, Denver Head Start Office, Policy Manual;

N. Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975; and

O. 40 U.S.C. Section 276a-a(7) (2000), the Davis-Bacon Act 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. No Employment of Illegal Aliens to Perform Work Under the Agreement:

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.

25. 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.

26. 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.

27. 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.

28. DISPUTE RESOLUTION: Disputes, except disputes involving termination of this Agreement, concerning a question of fact arising under this Agreement which cannot be resolved by the representatives designated by the Director and the Contractor will be resolved by administrative hearings 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. Disputes concerning a decision by the City to terminate this Agreement will be resolved by the procedure established by 45 CFR 1303.20, as may be amended from time to time. Pending final resolution of a dispute not involving termination, the Contractor will proceed diligently with the performance of its obligations under this Agreement and in accordance with the decision of the Director's designated representative.

29. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

30. 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 or 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. (2013), 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. PARAGRAPH 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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:

(1) Exhibit A-1, Contractor's Application and narrative to provide Head Start Services for program year 2014-2015;

(2) Exhibit A-2, First Supplemental Application/Scope of Services and Budget Narrative; and

(3) Exhibit A-3, Second Supplemental Application/Scope of Services and Budget Narrative.

2. Exhibit B:

A. Exhibit B consist of:

(1) Exhibit B-1, Contractor's Budget;

(2) Exhibit B-2, First Supplemental Application/Scope of Services and Budget Narrative; and

(3) Exhibit B-3, Second Supplemental Application/Scope of Services and Budget Narrative.

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-201416450-00

Contractor Name: CLAYTON EARLY LEARNING

By: Charlotte M. Brantley

Name: Charlotte M. Brantley
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Clayton Early Center Application Narrative 2014-2015

Objectives, Need for Assistance

Clayton Early Learning operates two schools, the Clayton Early Learning School in Far Northeast Denver and Educare Denver at Clayton Early Learning in near northeast Denver. While differences exist across the needs and populations of these two service areas, the major data trends identified in Clayton Early Learning Head Start's 2011 full application continue to apply to the program as a whole, as evidenced by the following needs and community assessment data presented in the 2013 Community Assessment-Annual Update (Office of Children's Affairs, Denver Great Kids Head Start, October 2013):

In 2013, Denver was home to more than 141,500 children under the age of 18. Approximately 26,717 were ages 3, 4 and 5, the primary age group served in Head Start programs. The number of children under 18 living in Denver has increased 16 percent since 2003.

- Children of color, mixed race/ethnicity and others made up 69% of the total child population in Denver in 2011.
- More than 50 percent of children under the age 18 were reported to be of Hispanic origin of any race in 2011. The largest age group of Hispanic people is children under age 5, an indication that the Hispanic population in Denver is growing. In contrast, the largest non-Hispanic white population in Denver is 25-29 year old adults, with a larger aging population and smaller child population.
- The number of children birth to under age 6 living in poverty in Denver dropped 30 percent from 2010 to 2011. The poverty rate for these children, however, is still higher than the state average; 27% in Denver compared to 21% in Colorado.
- According to 2007-2011 5-year ACS estimates, approximately 9,500 children under the age of five (28 percent) were living in families in poverty in the DGKHS service area. Applying these poverty estimates, DGKHS serves approximately 16 percent of the eligible population.
- Poverty is not equally distributed in Denver, but is concentrated in certain neighborhoods, including in those served by Clayton Early Learning Head Start. Children living in areas of concentrated poverty are more likely to experience stress, have unmet basic needs, lower test scores and are more likely to drop out of school.
- About 41 percent of the school aged population (36,000 children) in Denver speaks a language other than English at home.
- Despite the decrease in poverty, the number of school-aged homeless children continues to grow. That number has more than doubled since the 2006-2007 school, with more than 2,100 children not living in stable housing during the 2012-2013 school year.
- In 2011, 39% (52,000) of Denver children were living in immigrant families; most originating from Latin America. Research shows that children in immigrant families benefit greatly from participation in quality early learning programs, but tend to participate in these programs less than other subpopulations of children.

Exhibit A-1

- The US Census Bureau estimates 63% of Denver children under the age of six have all available parents in the labor force. This means that at least 32,000 young children need some kind of care while their parents work.
- It is difficult to pinpoint the number of available childcare slots and the number of children participating in early childhood care and education programs in Denver. According to Qualistar, there are approximately 18,500 licensed child care slots in centers and family care homes for children under the age of six in Denver. These are enough slots to serve about 58% of the children we know need care during the day.
- Infant care is the most expensive care for children and is the least accessible. Only five percent of all child care in Denver is allotted for infants, serving 13% of the potential need. Preschool is more readily available for Denver children with capacity for 44% (12,000) of two-, three-, and four- year-old children.
- The cost of childcare for Denver families is one of the highest in Colorado, and childcare costs in Colorado are among the highest in the nation. Care for infants is approximately \$12,621/year in Denver; care for a four-year-old in a center is approximately \$9,231 annually.
- In Denver, approximately 48 percent (approximately 11,000) of all three- and four-year-olds were enrolled in preschool, 57% in publicly funded programs and 43 percent in family pay programs. High quality programs have shown to better prepare at-risk children for kindergarten compared to their peers who do not attend preschool. Other program options include the Colorado Preschool Program, Denver Preschool Program and Denver Public Schools Early Education programs.

Updated program information for Clayton Early Learning Head Start also reinforces the needs identified in the program's full application (2011). The 2012-2013 Program Information Report (PIR) covers a cumulative enrollment of 324 children and 274 families. The funded enrollment is 236 slots, of which 51 are full-day, 113 are part-day and 72 are home-based.

Race/Ethnicity: Children enrolled were 43% of Hispanic origin and 57% of non-Hispanic origin; 36% identified as Black/African American, 16% as Biracial/Multi-Racial, 6% as White, 5% as Other and 37% as Unspecified. The majority of children enrolled in Clayton Early Learning School in Far Northeast Denver are Black; Educare Denver at Clayton Early Learning serves a majority of Hispanic children.

32% of children enrolled lived in a home where Spanish was the primary language; this population is concentrated in the Clayton Early Learning School in Far Northeast Denver.

18% of children were determined eligible to receive special education and related services; 43 children were diagnosed prior to enrollment and 15 during the year.

Over half (52%) of children enrolled lived in single-parent families; these children are concentrated in the Educare Denver at Clayton Early Learning location.

In most (69%) two-parent families, only one parent was employed. In enrolled single-parent families, 42% of the parents were employed.

The highest level of education obtained by 22% of the enrolled children's parents/guardians was less than high school graduate. Another 26% of parents/guardians had obtained the level of high school diploma or GED, and 40% had obtained an associate degree or attended some college or vocational school.

Exhibit A-1

12% of enrolled children experienced homelessness during the year.

A mental health professional consulted with the parents or guardians of 61% of enrolled children. Of this group, 70 children received three or more consultations with program staff during the reporting period. 100% of families accessed at least one family service since the prior year's PIR was reported. The services

accessed by families of enrolled children were

Parent education – 297 families

Health education – 13 families

Housing Assistance – 11 families

Mental health services – 11 families

Emergency/Crisis Assistance – 6 families

Adult education – 3 families

Child support assistance – 3 families

ESL – 2 families

Clayton Early Learning Head Start completed an annual self-assessment in November 2013. This assessment encompassed Management Systems; Child Development and Health Services; Family and Community Partnerships; ERSEA; and Program Design. The self-assessment process provided a framework for intentional and systematic reflection on program strengths as well as opportunities to improve our comprehensive services to enhance outcomes for the children and families we serve. The program proposed in this application builds on identified strengths, including use of data in program improvement, comprehensive services and effective partnerships. Action plans have been developed to address identified opportunities for improvement in a timely and accountable manner. A summary is attached as Appendix A.

Looking at both city-wide and program-level data trends, it is apparent that:

Poverty is a significant risk factor impacting every aspect (physical, cognitive, academic and social emotional) of the lives of children in poverty. Outcomes for children are enhanced when families, systems of care and community resources come together in support of developmental goals.

Demand for Head Start programs and services continues to be strong and, in light of the growing child population and limited licensed child care slots in centers and family care homes for children under the age of six, is likely to remain so.

Significant disparities exist among income and ethnic groups in access to support services. Head Start continues to be a community resource to bridge these gaps.

The increasing diversity of Denver's child population highlights the importance of having all children equipped with the necessary supports to grow and realize their full potential.

Head Start should continue to emphasize culturally responsive services and programming. Resources about programs that support low-wage earners in addressing issues related to housing, food, child care subsidies and health insurance are needed by many families.

Geographic Area

Exhibit A-1

Clayton Educare proposes to maintain its traditional recruitment area in northeast and far northeast Denver for providing direct services. Generally, these boundaries are north: 45th Avenue; east: Yosemite Street; south: 11th Avenue; west: Broadway Avenue and the Montbello, Green Valley Ranch and surrounding neighborhoods. Data generated through the 2013 Comprehensive Community Assessment and the most recent program self-assessment continues to support the suitability of this area as these neighborhoods have high rates of families and children living in poverty and high enrollment gaps for the Head Start eligible population. A community collaboration with Early Success Academy will be maintained.

Program Approach

Long Range Goals and Objectives

The following table sets out the program’s long range goals and the objectives to be accomplished during the five-year grant cycle. To promote pre-birth to age five integration, Clayton Early Learning adopts a single goals/objectives structure that applies to both the Head Start and Early Head Start programs. The proposed goals and objectives were designed to address Head Start Performance Standards, the findings of the community assessment, and the experience and continuous improvement activities, including the annual self-assessment process, of the Clayton Early Learning Head Start Program. The table also sets out results and benefits expected. Progress on FY 2013-14 goals are attached as Appendix B.

DGKHS GOAL 1: Family Centered Services

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.

Clayton Schools’ Goal:	Parents and primary caregivers support children’s development across all domains. Families will have the capacity and resources to meet their needs and self-determined goals.
Benefits:	<p>Parents develop a network supportive of their social, emotional, and parenting needs.</p> <p>Families faced with a multitude of challenges and/or risk factors are more resilient.</p> <p>Parents have enhanced awareness of their children’s optimal growth and development and how to support it.</p> <p>Families experience success at working toward and achieving family goals.</p> <p>Families move toward self-sufficiency.</p> <p>Parents learn to become advocates for and facilitators of their children’s learning.</p> <p>Staff develop skills and knowledge in Language and Literacy Development through professional development and training.</p>
Innovative Methods	<p>CFEs and teachers collaborate with parents to expand everyday learning opportunities through home links and Teaching Strategies GOLD parent activities.</p> <p>Parents lead the planning for parent events and meetings and review participant feedback to guide future planning.</p> <p>Monthly parent meetings in each classroom engage parents with the classroom curriculum.</p> <p>Quarterly program-wide parent meetings offer training and support in diverse topics related to child development and engage the family in their child’s education.</p> <p>Child Family Reviews offer staff and specialists the opportunity to review family and child goals,</p>

Exhibit A-1

	<p>assess progress, and identify further needs and individualized supports.</p> <p>A curriculum committee (including parents and staff) examines the rigor and outcomes of curricula implementation throughout the school.</p> <p>Monthly Coffee and Conversation groups facilitated by Mental Health Consultants support parenting education, build social capital and help parents’ buffer environmental stress.</p> <p>On-site parent support groups and parenting classes are provided in English and Spanish. The Family Liaison Specialist provides individualized therapeutic mental health support to families.</p> <p>Implementation of the Touchpoints curriculum builds parent knowledge of their child’s behaviors and strengthens the staff/parent partnership.</p> <p>Documentation of each family’s story is captured through a family portfolio.</p> <p>Parents have access to the Family Resource Library (FRL) and parent cozy area with two computers with internet access and fax capability, as well as books, resources, and games.</p> <p>Wellness activities are offered to families and include resource fairs, cooking activities, gardening and farmer’s markets and exercise classes. A food pantry is accessible to families for emergency food.</p> <p>Ongoing coaching is provided to staff and families on implementing literacy strategies for children.</p> <p>Clayton Early Learning partners with local resource agencies to connect parents to GED and ESL classes and provides on-site resources.</p> <p>Parents engage in semi-annual reflective inquiry sessions to review and analyze data and set goals to improve outcomes for children and families.</p> <p>An intentional focus is placed on engaging male figures to encourage family engagement.</p>
<p>Measures</p>	<p><u>Process Measures</u>: Parent surveys; Review of FPAs, parent meeting agendas, ICCPs; Sign-in sheets reflecting participation in events; Family progress as reported in child/family reviews; Review of Parent Newsletters</p> <p><u>Outcome Measures</u>: Child Assessments - analysis of longitudinal data in collaboration with DPS (including DRA and CSAP scores); Number of books in the home; Reading frequency; Completion frequency of home/school link activities; Home tracking</p> <p><u>Parent feedback</u>: Policy Council; Completion of family portfolios; 5x5 project participation Family Partnership Agreements (FPAs) monthly check-ins; Family Referral and resource follow-up ; Touch Points survey results; Family assessments</p>
Objective	Outcome
<p>Staff partner with parents to expand their skills in supporting their child’s language and literacy development.</p>	<p>Teachers/CFEs collaborate to revise and create <i>Home Links</i> that connect with the classroom’s lesson plans and Colorado’s early learning standards.</p> <p>Teachers, CFEs, and families set family goals in Child Family Reviews and collaborate to develop Individual Child Curriculum Plans (ICCPs).</p> <p>Parent understanding of language and literacy development is enhanced and literacy materials and resources are in the home.</p> <p>Number, duration and intensity of parent/child language and literacy interactions and child outcomes in emergent literacy and math skills are increased.</p>

Exhibit A-1

<p>Provide opportunities, guidance, and interactive family activities that empower parents as the primary teacher of their child.</p>	<p>Parent meetings follow a what/why/reflect structure (what is happening, why are we doing it, what is the impact on your family) to engage parents more deeply in the program curriculum.</p> <p>Parents identifying parenting skills, advocacy, guidance, and child development on their Family Partnership Agreement (FPA) goals receive resources, referrals for intervention services, and/or parenting information. Through program-provided training, parents better understand their child's developmental gains and regressions as part of the normal development process.</p> <p>Parents and staff identify family physiological and safety needs (i.e. housing, food, clothing, financial literacy, health and wellness) and the related resources available to meet them in order to enhance their child's home learning environment.</p> <p>Parents receive weekly HIPPY curriculum packets with activities that cover all developmental areas during home visits. CFEs model and role play teaching strategies to provide parents with the necessary tools to create a home learning environment.</p>
<p>Staff utilize the research base and program language policy to effectively support families in implementing language and literacy strategies.</p>	<p>Staff knowledge of child language and literacy development and adult learning strategies is enhanced.</p> <p>Staff expand and implement developmentally appropriate family literacy practices and strategies.</p> <p>Staff receive intensive training throughout the year on family literacy strategies.</p>
<p>Support parents in obtaining their education and post-secondary education goals: i.e. high school diploma, GED, ESL, post-secondary education, occupational certifications.</p>	<p>Parents indicating an education goal on their FPA develop a realistic plan to achieve.</p> <p>Parents receive support in identifying and addressing barriers in obtaining educational goals.</p> <p>Barriers to access ESL and GED classes are eliminated.</p>

DGKHS GOAL 2: HEALTH, MENTAL HEALTH AND NUTRITION SERVICES

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>Clayton Schools' Goal:</p>	<p>Child, family and staff mental health and well-being are promoted and supported.</p>
<p>Benefits:</p>	<p>Child development and wellness are enhanced through the delivery of health and nutrition services that supplement and complement those of the family.</p> <p>Access to and delivery of culturally relevant health and mental health services is improved and disparities reduced.</p> <p>The focus on social/emotional and physical environments of the organization promote child, family and staff excellence.</p>

Exhibit A-1

	Through prenatal services, parent and child attachments are formed at the earliest possible time.	
Innovative Methods	<ul style="list-style-type: none"> • Through a partnership with WIC, a dietician provides onsite nutritional support to families, children, and staff. A trained chef prepares nutritious homemade baby food, meals and snacks from natural ingredients, primarily plant-based, to minimize the intake of processed foods. Organic milk is served. • To support access to services and a medical home, Clayton Early Learning is a Certified Application Assistance site for Medicaid, participates in the Colorado Information Immunization System, and provides onsite medical consulting services as well as school-based care through Denver Health. <ul style="list-style-type: none"> • Wellness activities, including resource fairs, wellness days, cooking classes, campus farmers’ markets and community physical fitness activities, are offered to families and staff. • Staff implement the Brazelton Community-Based Family Administered Neonatal Activities (CB FANA) curriculum to support parent/child attachment in their work with parents during the prenatal and perinatal periods. • The Maternal Child Perinatal Program provides interested families referrals to no/low cost Doula services and prenatal yoga. <ul style="list-style-type: none"> • Coffee and Conversation groups were created to help build a network of support for families. • The Family Liaison Specialist is a trained counselor providing onsite therapeutic mental health services to families and provides training to staff around the cultural issues that can impact service delivery. • A family pyramid model mirroring the child pyramid was developed and provides guidance and direction in meeting family social/emotional needs. <ul style="list-style-type: none"> • The CESD screener is conducted with all primary caregivers two times per year with referrals offered to parents at risk of depression. • A body of evidence informed by the mental health model and policy is disseminated through national networks in conjunction with Clayton Early Learning’s designation as a Center of Excellence. 	
Measures	<ul style="list-style-type: none"> • <u>Process Measures</u>: Participation evidenced by training evaluations and sign-in sheets; Monitoring action plans; PIR data review; Community partnership agreements; Home visit documentation; FPA review; Documented referral process and follow-up; Records of parent training participation; Attendance in support groups; Work Group progress notes <u>Outcome Measures</u>: Child health screening results; Child attendance in school; Staff attendance in school and at work <u>Parent Feedback</u>: Focus group feedback 	
Objectives		Outcomes
Provide individualized services for expecting mothers and families; Community-Based Family Administered Neonatal Activities (CB FANA) approach;		Staff promote and demonstrate understanding of comprehensive prenatal services. Prenatal mothers receive education on pregnancy, fetal development, benefits of breastfeeding, childbirth, and what to expect postpartum.

Exhibit A-1

<p>and specialized guidance in health, mental health and nutrition.</p>	<p>Prenatal mothers receive additional support in the areas of physical, mental, and nutritional health.</p> <p>Prenatal families implement a child transition plan.</p> <p>Perinatal mothers are screened for postpartum depression.</p> <p>A child birth plan is designed and discussed throughout the pregnancy with each prenatal family.</p>
<p>Foster overall health of children and families through improved health, nutrition and physical activity practices.</p>	<p>Parent knowledge of good health and improved practice in implementing nutritious meals and physical activity strategies is enhanced.</p> <p>Increased numbers of families have health insurance and receive improved quality in pediatric services.</p> <p>Education and family engagement staff implement family wellness activities within the program and the home through physical health and nutrition curricula.</p> <p>Parents report a heightened sense of overall well-being.</p> <p>Parent understanding of best practices in oral health and the importance of referral follow-up is enhanced.</p>
<p>Foster overall health of staff through improved health, nutrition and physical activity practices.</p>	<p>Staff knowledge of good health and improved practice in implementing nutritious meals and physical activity strategies is enhanced.</p> <p>Staff participate in the wellness program.</p> <p>Staff report a heightened sense of overall wellness.</p>
<p>Identify parents at risk for depression.</p>	<p>Parents receive written materials upon enrollment pertaining to mental health issues and child abuse.</p> <p>Parents are offered the opportunity to complete a parent depression screener.</p> <p>Parents needing treatment receive follow-up as appropriate to their screening results or request for treatment.</p> <p>Parents requesting treatment receive intervention through the program directly or by referral to community agencies.</p>
<p>Formulate and adopt a mental health policy for children, families and staff.</p>	<p>Approaches to mental health work are defined.</p> <p>Staff expand their understanding of the importance of social-emotional development.</p> <p>Publish a mental health policy to disseminate guidance.</p>

DGKHS GOALS 3 and 4: SCHOOL READINESS

All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school. 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>Clayton Schools' Goal:</p>	<p>Children in Clayton Early Learning experience an equitable and inclusive learning environment intentionally created to optimize their development. This cultivates the positive sense of belonging that results in the inquisitiveness, curiosity, attentiveness, confidence, trust and courage needed for success in learning and life.</p>
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Exhibit A-1

<p>Benefits:</p>	<p>Intentional, focused teaching practices lead to better developmental outcomes for children. Children’s educational plans are strengthened by aligning EHS, HS, and state academic standards. Curriculum is individualized for each child. Pro-social skills enable a child to relate effectively to diverse populations in their community and builds the brain’s capacity for executive functioning. Positive approaches to learning are cultivated in all children. Children are successfully scaffolded to the next developmental level. A foundation is laid for long-term success in school and life.</p>
<p>Innovative Methods</p>	<ul style="list-style-type: none"> • Clayton Early Learning works closely Denver Public Schools to explore promising practices to align philosophical approaches, enhance transitions into elementary school and engage parents. • Clayton Early Learning provides information and assistance regarding the DPS School of Choice Program and provides opportunities for private and charter schools to consult with parents of Kindergarten-bound children. Teachers, CFEs and an administrator participate on an ongoing Transition Workgroup that addresses effective transitions for all children going to Kindergarten. Clayton Early Learning utilizes a continuous improvement process that reviews and analyzes all program data on a regular schedule, using the information to inform program planning and improve practice. At the monthly Strategic Planning & Instructional Leadership meeting, Clayton Institute and program staff strategically plan for program improvement. <p>The Clayton Institute and the schools take a unified and strategic approach to translating “research to practice”. These joint efforts support creating developmentally appropriate environments; implementing practices to enhance outcomes for all children in STEAM- science, technology, engineering, the arts and mathematics; using data to inform planning and practice; and updating a model for coaching that enhances peer coaching and leadership development for classroom staff. The Institute partners with the Schools in training and coaching teachers and evaluating classrooms using the CLASS to improve their performance.</p> <ul style="list-style-type: none"> • The Clayton President sits on the Early Childhood Leadership Council. • Classroom teams develop portfolios for each child that are used to assess children’s development and share results with parents to inform mutual goal setting. They prepare Home Links for families that provide suggestions for extending classroom learning into the home to further support children’s development and empower parents as their child’s first teacher. Staff and parents participate in intensive training on social/ emotional development and relationships. <p>Based on CFE identified challenges in their work, a Reflective Practice group was established to provide a respectful, understanding, thoughtful and supportive atmosphere to exchange information, thoughts, and feelings that arise around family development.</p> <ul style="list-style-type: none"> • A Cultural Competency Workgroup with diverse representation from staff and parents engages in dialogue about the importance of cultural competency work, where it could lead the organization, and how to address resistance to change. An annual Culture Night honors and highlights diverse family cultures. • Teachers, CFEs, and an administrator form the Natural Environment Project Community that focuses on ensuring children receive direct access to nature on a daily basis to enhance their

Exhibit A-1

	<p>physical and emotional development.</p> <ul style="list-style-type: none"> • Monthly classroom-level early intervention meetings provide opportunities for classroom teams to meet with specialists to review and evaluate children identified with a special need and/or challenging behaviors. The meeting also provides training and support for teachers in how to plan for and meet IEP goals in the classroom. • Quarterly Early Intervention (EI) meetings with management staff and specialists ensure EI services are seamless, comprehensive and address identified needs. An Early Intervention Tool Kit was developed to support families whose native language is not English, through the process of referral and identification. • Quarterly Child Family Reviews offer staff and specialists the opportunity to review family and child goals, assess progress, and identify needs and supports.
Measures	<ul style="list-style-type: none"> • <u>Process Measures</u>: Enrollment and participation in Parent Alumni Group; Attendance at and evaluation of brown bags, workshops and trainings; Document review of child transition records; Document review of FPAs, parent meeting agendas, parent communications, Child Family Reviews; Monitoring action plans; ICCP review; Coaching notes; Classroom observations; Teacher professional development records • <u>Outcome Measures</u>: Child Assessments - analysis of longitudinal data in collaboration with DPS (to include DRA and CSAP scores); ELN staff survey results; Social/emotional assessments; CLASS results; DECA results; Organizational Climate Inventory results; ECERS and ITERS results; ELLCO results; Birth-3 Screenings & Assessments (Learning Through Relating (LTR), Ages and Stages Questionnaire (ASQ), DECA IT, Early Communicator Indicator); 3-5 Screenings & Assessments (Teaching Strategies GOLD, ESI, PPVT, Bracken, DECA, lesson plan review); Parent participation in home links and school activities; Touchpoints evaluation <ul style="list-style-type: none"> • <u>Parent Feedback</u>: ELN parent survey
Objectives	Outcomes
Strengthen Clayton's partnerships with DPS and local private schools to support effective transitions and school choice.	<p>Build new linkages from Clayton Early Learning to DPS that enhance Head Start/Kindergarten transition activities.</p> <p>Establish mechanisms for DPS and Clayton Early Learning to consider and align their respective programs relative to the birth to age eight continuum emerging in state policy.</p> <p>Collaborate with DPS to provide seamless birth to age eight programming and inform partnership work at the district level.</p> <p>Develop a Parent Alumni Group to provide peer support to parents with children transitioning into the public school system.</p>
Ensure integration of child development and family support services.	<p>Deliver seamless services to families and their children (pre-birth to five years) using a holistic, interdisciplinary approach.</p> <p>Provide an organizational structure with coordinated administrative/management services and strong instructional leadership to support integration.</p>
Foster social/emotional health as a foundation for all other learning.	<p>Staff build trusting relationships with children and families.</p> <p>Teachers model positive approaches to learning.</p>

Exhibit A-1

	<p>Resources and strategies to support the social/emotional development of children are enhanced.</p> <p>Classroom environments are emotionally supportive.</p> <p>Children demonstrate a sense of self and self-regulation skills.</p> <p>The organizational climate is positive.</p> <p>Interactions between children, families, and staff are culturally competent and respectful.</p>
<p>Prepare the indoor and outdoor environment.</p>	<p>All classrooms receive a 5.5 or better cumulative score on the ECERS or ITERS (environment).</p> <p>Preschool classrooms show improvement in the ELLCO (environment).</p> <p>CLASS data demonstrate a classroom culture that fosters curiosity, exploration, confidence, trust and child engagement.</p>
<p>Plan and implement curriculum to support developmentally appropriate proficiency in:</p> <p>Language, literacy, and communication</p> <p>Problem solving</p> <p>Social/Emotional competence</p> <p>Physical (small/large motor)</p> <p>STEAM – Science, technology, engineering, arts, mathematics</p> <p>English language acquisition</p>	<p>All children demonstrate developmentally appropriate gains in each developmental domain (curriculum).</p> <p>All dual language learners show progress in receptive and expressive English language skills and engagement in English literacy activities (curriculum).</p> <p>Teachers develop and implement individualized, intentional and meaningful plans for children plans for children.</p>
<p>Ensure appropriate teacher/child interactions through use of the CLASS domains of:</p> <p>Emotional Support</p> <p>Classroom Organization</p> <p>Instructional Support</p>	<p>Maintain scores that exceed the national average in the domain of Emotional Support.</p> <p>Maintain scores that exceed the national average in the domain of Classroom Organization.</p> <p>Reach a four in all dimensions of Instructional Support.</p>
<p>Apply data to inform individual child education goals.</p>	<p>Children who speak a home language other than English have a current home language survey and are assessed three times each year on English Language Acquisition and show progress in all areas of English language development.</p> <p>Use of TS GOLD and other screening and assessment data guide program design, improvement efforts and Individual Child Curriculum Plans (ICCP).</p> <p>All enrolled children have a current ICCP which is reflected on lesson plans.</p>
<p>Provide the prescribed interventions to all children identified with special needs defined by their IFSP/IEPs.</p>	<p>All enrolled children receive a developmental, social/emotional, vision, and hearing screening within 45 days.</p> <p>All children identified in screening as needing a referral are referred for further testing and observation.</p> <p>All children who qualify for an IFSP or IEP are staffed within 45 days of referral.</p>

Exhibit A-1

ICCPs reflect IFSP or IEP goals.
Lesson plans reflect ICCPs/IFSPs/IEPs.

DGKHS GOAL 5: FISCAL INTEGRITY

Denver Great Kids Head Start operations and financial administration are efficient and effective, ensuring that resources support preparing Head Start children for school.

Clayton Schools' Goal:	Clayton Early Learning will demonstrate financial stewardship by adhering to sound accounting principles that ensure for a strong financial position and perpetuity in resources to meet our mission.
Benefits:	<p>Sustainable programming for children and families.</p> <p>Full compliance with federal requirements, financial reporting and tax laws.</p> <p>Transparency, accuracy, and consistency in financial statements and budget reporting.</p> <p>Strong oversight of school activities and protection of assets.</p> <p>The fiscal strength to leverage early learning opportunities.</p> <p>Eligibility to receive ongoing government funding.</p> <p>Increased public awareness, understanding and support of the program.</p> <p>Parents become informed lifelong advocates</p>
Innovative Methods	<p>Clayton Early Learning is able to leverage its impact on the Head Start community it serves in the following ways:</p> <p>Services are offered in high quality school facilities designed in specifically to meet the needs of children birth to five and their families.</p> <p>Facility use is available at no or low cost.</p> <p>A maintenance staff provides quality and responsive grounds keeping services, snow removal and building maintenance.</p> <p>The relationship between the Institute and school staff is ongoing and leverages the proximity of the Institute's professional expertise to strengthen practice and results of school evaluation informs the work of the Institute in the community.</p> <p>Clayton Early Learning administration provides comprehensive services to staff, management and governing boards of Clayton Early Learning through accounting, payroll and fiscal reporting services; a full range of human resources services; and school oversight by the President/CEO and Vice President of Schools. All administrative and managerial services are provided at no charge to the program and comprise a portion of the non-federal match.</p> <p>By harnessing the financial strength of Clayton Early Learning, overhead is reduced and federal and other funding streams flow directly into the Head Start programs keeping indirect costs to a minimum.</p> <p>Organization expertise and knowledge is used to further educate stakeholders on the benefits of high-quality early childhood programs.</p> <p>Parents are engaged in conversations about policies that impact their community and are provided opportunities to become actively engaged in advocacy.</p>
Measures	<ul style="list-style-type: none"> • <u>Process Measures</u>: Monthly financial reports; Minutes of Board and Policy Council meetings; Fiscal Standard Operating Procedures; Annual budget; Bylaws; Audit report; COPA data

Exhibit A-1

	<p>sets ; Contract reports; Federal accounting system reports; Standard Operating Procedures; Employee, Supervisor, and Parent Handbooks; Organization structure; Annual budget; Minutes of Board, Audit Committee, Policy Council, management and staff meetings.</p> <ul style="list-style-type: none"> • <u>Outcome Measures</u>: Financial statements; Self-Assessment action plans; NAEYC Accreditation; Qualistar Rating; Annual Evaluation Report; Staff salaries are competitive and are comparable to those of school district teachers; Program is sustainable; Braided and blended funding streams; Collaborative partnerships. <p><u>Parent Feedback</u>: Parents have an increased understanding of the legislative process and ways they engage in advocacy efforts.</p>
Objectives	Outcomes
<p>Provide content expertise and work collaboratively to advocate for increased funding for access to high-quality early childhood education and development programs at the local, state, and federal levels.</p>	<p>New revenue streams are identified and attracted. Revenue streams are effectively blended and braided to support programming for all children. Child and family goals and outcomes guide financial decisions and school investment.</p>
<p>Implement and maintain appropriate standards to steward resources.</p>	<p>Comprehensive and effective fiscal operating procedures are in place. Reasonable, necessary, and allowable expenses are reimbursed. Monthly financial and budget reports are distributed, reviewed, and discussed with management staff and policy council to inform program planning. Monthly financial and budget reports are distributed to the Board of Trustees. The annual audit results in an unqualified opinion indicating there are no reservations concerning the financial statements. Economies of scale between both schools reduce expenses.</p>
<p>An efficient and effective recordkeeping system is maintained to provide accurate and timely information regarding enrolled children and families, and program staff.</p>	<p>Reports required under contracts and to federal, state and local authorities are completed in a timely, efficient, and accurate manner. Written personnel and fiscal policies and procedures ensure confidentiality and security of all data and funds related to children, families, and staff. Human resource policies and procedures support the accomplishment of program objectives/ outcomes and clearly delineate lines of supervision.</p>
<p>Prioritize spending and generate revenues.</p>	<p>Spending reflects responsiveness to annual self-assessment recommendations. Federal reviews result in no areas of non-compliance. Schools receive and maintain accreditation and 4-Star Qualistar rating. Staff demonstrate the skills, knowledge and dispositions to deliver high quality culturally competent services. Program is strengthened through integrated and creative solutions to issues and financial challenges resulting from transparent and well facilitated governance, management, and staff discussions.</p>

Goal 6: EFFECTIVE WORKFORCE

<p>Clayton Schools' Goal:</p>	<p>Clayton Early Learning staff will demonstrate the skills, knowledge and dispositions to deliver high quality culturally competent, integrated and comprehensive services.</p>
<p>Benefits:</p>	<p>Staff are trained and appropriately qualified for their position.</p> <p>Intentional, focused teaching practices of qualified teachers lead to better outcomes for children and enhance early learning experiences of parents.</p> <p>Highly qualified staff who can access ongoing and meaningful professional development opportunities are retained longer.</p> <p>Staff demonstrate a knowledge of the foundational elements of a high quality early learning program.</p> <p>Organizational culture embraces and implements current research and best practices for children and families.</p> <p>Staff demonstrate understanding of research findings relative to culturally responsive practice and exhibit cultural competence as they respond to the current needs of children, families, and the community.</p> <p>Services to families are integrated across service areas.</p> <p>Staff use current technology tools and resources to enhance workflow efficiency.</p> <p>Staff demonstrate through their performance and proficiency, the knowledge and skill enhancement gained through training/professional development.</p> <p>Staff implement the Reflective Inquiry model to reflect on data and reach program goals and outcomes.</p>
<p>Innovative Methods</p>	<p>A collaboration between the University of Colorado Denver, The Temple Hoyne Buell Foundation, and Clayton Early Learning provides a one-of-a-kind opportunity for ECE professionals to participate in an in-depth Early Childhood Leadership program, providing graduate level credit and tuition at no charge.</p> <p>The Clayton Early Learning Institute collaborates with the program to disseminate research and data to improve practice and inform public policy; staff receive training on the Reflective Inquiry Model to use data to inform decision making at all levels.</p> <p>A sustainable coaching model is used to grow our own teachers, CFEs, and Coaches in a community of practice by meeting regularly to present additional content training and reinforce instructional concepts.</p> <p>Professional development is a cultural imperative and includes two weeks of pre-service training and monthly training days.</p> <p>New staff receive monthly orientation workshops on the schools' philosophical approach and systems.</p> <p>Clayton Early Learning collaborates with HIPPIY USA and the Colorado Parent and Child Foundation for training and technical assistance for home-based staff.</p> <p>CFEs enhance their professional tool box by attending monthly Lunch and Learn trainings and reflective practice groups.</p>

Exhibit A-1

	<p>Clayton Early Learning, through a partnership with the University of Northern Colorado, provides a fast track BA program for staff that includes coaching support.</p> <p>Support for teachers to meet their professional goals includes onsite advising, tuition and book reimbursement, laptops, and substitutes to attend classes.</p> <p>Staff participate in reflective supervision as a means to step back and think about their work with children, families and staff, identify personal barriers impacting their effectiveness and implement plans to improve their performance.</p> <p>Training opportunities to enhance the use of SMART technologies are provided to teachers to support innovative teaching methods and planning for children.</p> <p>The Clayton Early Learning intranet and SharePoint provide easy access to reports and workspaces and facilitate communication and information sharing across teams, on and off site.</p> <p>Technology training is integrated into the new employee orientation and staff receive support to complete a 5-year technology plan based on Head Start’s <i>20 Technology Skills Every Educator Should Have</i>.</p> <p>Technology tools including electronic devices such as iPads and laptops along with web- supported databases such as DECA, COPA, GOLD, and School Chapters improve productivity, data analysis and documentation.</p> <p>Clayton Early Learning values distributed leadership and develops and empowers leadership at all levels through reflective practice groups, content team meetings and staff in-service opportunities.</p>
Measures	<p><u>Process Measures</u>: Professional Development Plans; training evaluation forms; lesson plans</p> <p><u>Outcome Measures</u>: Employee performance appraisals; technology assessments; levels of parent engagement</p> <p><u>Parent Feedback</u>: Parent survey; Policy Council; Parent Committee</p>
Objectives	Outcomes
Provide ongoing and quality training opportunities for staff in all service areas.	<p>All program staff are trained in relevant service domains with a focus on child and family development; language and literacy, curriculum and planning; intervention strategies; health and mental health issues.</p> <p>All management staff participate in coaching/reflective supervision/leadership training.</p> <p>All staff participate in activities designed to expand their cultural competence.</p> <p>All staff will be offered support and education in maintaining a healthy lifestyle at work and at home.</p> <p>Core competencies align expectations for both child and family and inform professional development plans.</p>
Equip staff to pursue professional development and individual education goals as detailed in their PDPs.	<p>All program staff have a professional development plan that incorporates training needs, formal education goals and timelines for achievement.</p> <p>All teachers meet the credential requirements outlined in the Head Start Act; teachers will continue to pursue their higher education through a Bachelor’s degree.</p> <p>All CFEs without a Bachelor’s degree in a human development field will have</p>

Exhibit A-1

	<p>a professional development plan with a timeline to meet this objective. All staff are trained on the use of professional development plans and core competencies.</p> <p>Through reflective supervision, all of staff receive guidance on strategies to achieve goals.</p>
Incorporate technology and data use into all program areas and operations.	<p>All staff have access to technology, receive technology training, demonstrate proficiency in executing basic computing skills, and complete and make progress on a five-year technology plan to develop Head Start’s <i>20 Technology Skills</i>.</p> <p>All staff understand information systems, use technology to network with the community and access information from the database to engage in data dialogue for planning and decision making.</p> <p>All staff use technology tools and resources to disseminate effective early childhood practices.</p> <p>Selected staff participate in disseminating promising practices that build a base of evidence for the program’s approach.</p> <p>All supervisory staff and other selected staff are trained in and use SMART technologies.</p> <p>All staff engage in reflective practice to include observations, review and analysis of relevant data, and participation in reflective supervision discussions.</p>

Program Options

Clayton Early Learning proposes to serve 236 Head Start children in its two schools, Clayton Early Learning School in Far Northeast and Educare Denver at Clayton Early Learning, and in the community in the 2014-15 program year. Children and families will be served in five program options (refer to Table 1.) Families requiring additional wrap-around services will have the opportunity to receive extended day and summer programming through braided funding streams. This program is funded through revenue received from Temporary Assistance for Needy Families (TANF), the Colorado Child Care Assistance Program (CCCAP), and tuition.

Table 1: Clayton Early Learning Head Start Program Options, 2014-15

Location	# Slots	# HS Slots/Class	Option	Schedule	OHS Funding
Educare Denver 3751 Martin Luther King Blvd.	48 HS	12	Full-Day Center-Based; children integrated across 4 classrooms	4 – 5 days per week 7:30 – 6:00 12 months	3.5 hour Head Start day braided with wrap-around funding streams for a 6.5-10.5 hour day

Exhibit A-1

					4 days/week July-June
Educare Denver	64 HS	16	Part-Day Center-Based; 4 classrooms	4 days per week; 8:00 – 11:30 or 12:30 – 4:00; 9 months	3.5 hour Head Start day 4 days/week September-May
Educare Denver	72 HS	12	Home-Based	1 HV per week; 2 socializations/month; 9 months duration	1 Home visit/week (90 minute); 1 Socialization & 1 Field Trip/month September-May
Clayton Early Learning School in Far Northeast 4800 Telluride St.	37 HS	4 PD = 4 or 5 slots 2 FD = 10 or 11 slots	Center-Based; children integrated across 6 classrooms	FD: 4 – 5 days per week 7:30 – 6:00 12 months PD: 4 days per week 8:00 – 11:30 or 12:30 – 4:00 9 months	3.5 hour Head Start day 4 days/week <u>Part-Day</u> Runs September - May <u>Full-Day</u> braided with wrap-around funding streams for a 6.5-10.5 hour day July -June
Early Success Academy 4870 Chambers Road	15 HS		Part-Day Center-Based 1 Classroom	4 days per week 8:00 – 11:30 9 months	3.5 hour Head Start Day 4 days/week September - May

1. Early Childhood Development. At Clayton Early Learning we believe that all children are born with unlimited potential and have a right to high-quality, early learning experiences. To promote children’s optimal development during these critical years, the Schools of Clayton Early Learning create outcome-focused learning environments that provide meaningful challenges to support child success and ensure that performance standards are met. School readiness goals lay the foundation for ensuring children possess the skills, knowledge and approaches to learning necessary for school and life and are attached as Appendix C. In order to assess a child’s progress toward age-appropriate milestones and learning objectives, teachers observe and document growth through a variety of tools, including Teaching Strategies Gold (GOLD). These data provides a natural framework to create clear expectations and outcomes in teachers’ daily planning, ensuring that all children have access to the activities, materials and experiences they need to be ready for school.

The Schools of Clayton Early Learning employ a clearly defined and formalized coaching model that addresses both the fundamental knowledge base associated with teaching pedagogy and child development. We practice primary caregiving and ensure for low child/teacher ratios so that children have the time and opportunity to establish and sustain secure and trusting relationships. Consistent interaction with responsive teachers supports and facilitates the child’s natural interests and urges to

discover and learn. These long-term, meaningful relationships also strengthen family engagement and development.

Educare Denver at Clayton Early Learning. Educare Denver is a member school of the Educare Learning Network (ELN), a consortium of Educare Schools that come together to share, problem-solve, and receive technical assistance and support regarding issues of program development, implementation, and continuous quality improvement of the Educare model. As an Educare school and ELN member, Clayton Early Learning provides an early childhood education model of excellence and pedagogical approach that demonstrates the value of early investment to prevent costly interventions later. Delivering the highest level of services requires ongoing opportunities for staff to come together to share, problem-solve, and receive technical assistance and support regarding curriculum development, individualization and implementation. Professional development for education staff addresses the enhancement of their skills and knowledge through training and pursuit of professional credentials; it also encompasses efforts to prepare the next generation of educators by shaping the quality and intensity of the college coursework offered in the field.

Clayton Early Learning in Far Northeast. The opening of Clayton Early Learning School in Far Northeast Denver within Z Place on the innovative prenatal to grade 12 Evie Garrett Dennis Campus, offers new opportunities for partnership with Denver Public Schools and increased access to services in a community with unmet early learning needs. The new school expands our quality programming to an additional 120 children and families.

Center-based curriculum. Teachers use Creative Curriculum and extended projects to support children in developing a deep understanding of concepts and to embed literacy, math, science, social studies, the arts, and social/emotional growth into a variety of experiences that children find engaging and meaningful. A curriculum committee has been established in order to evaluate curricula within the school and ensure address all areas of school readiness with an emphasis on STEAM learning.

Home-based curriculum. The national HIPPY curriculum recently revised by Clayton staff was implemented beginning in September 2013. The revised curriculum is aligned to support state early learning and core curriculum standards. In addition, it includes an expanded focus and increased rigor in the areas of literacy, math, science, language and motor development.

Assessment. Center-based child assessment tools for 2013-2014 include TS GOLD, PPVT, PLS-5, Bracken, DECA, and ECI. Quality assessments include ECERS/ITERS and CLASS (pre K, toddler and infant). In addition, assessment of Dialogic Reading strategies will occur through video review in Early Head Start classrooms. Parent and Staff surveys are utilized to understand program effectiveness and areas of improvement. Home-based assessment tools for 2013-2014 include TS GOLD, PLS-5, and DECA. Parent assessments include portions of the HOME survey and a parent interview.

Transitions. Clayton Early Learning works closely Denver Public Schools to explore promising practices to align philosophical approaches, enhance transitions into elementary school and engage parents. We

provide information and assistance regarding the DPS School of Choice Program and opportunities for private and charter schools to consult with parents of Kindergarten-bound children. An interdisciplinary team form a Transition Workgroup to ensure for effective child and family transitions into Kindergarten.

In 2014-15, children and families will be served in five program options, as set out in Table 1. The staffing pattern for full-day classes will include be three teachers to sixteen children during the Head Start portion of the day. Families requiring additional wrap-around services will have the opportunity to receive extended day and summer programming through braided funding streams.

2. Health Services. At Clayton Early Learning we believe that child development and wellness are enhanced through the delivery of health and nutrition services that supplement and complement those of the family. The Family Liaison program provides access to culturally relevant health and mental health services to reduce disparities in the utilization of mental health services by racial and ethnic minority children and families. These services are delivered through collaboration with the Denver Children's Advocacy Center providing families with a greater network of support services. The strong focus on social/emotional and physical environments of the organization promotes child, family and staff excellence.

3. Building Family and Community Partnerships. Because families have such a powerful impact on the life and development of young children, strengthening family development and building parent competence is a major focus of Clayton Early Learning and Head Start. The program's approach to this task is based on both research and evidence. Since children's needs are best addressed in the context of the entire family, Clayton staff are committed to valuing all parents and allowing all parents to experience a sense of belonging. We pursue an interdisciplinary, strengths-based approach to parent engagement that builds effective partnerships between education staff, family support staff and consultants. These efforts ensure that performance standards in this service area are met.

Touchpoints. The Touchpoints approach, developed by T. Barry Brazelton, focuses on strengthening the parent, child and practitioner relationship as it pertains to the child's development. A cohort of over 50 staff have been trained and received coaching on implementing the approach with parents.

4. Ensuring Effective Program Design and Management. Clayton Early Learning has developed comprehensive written plans, policies, and procedures related to program design, organizational structure, service delivery and the tracking of data and documents. These efforts include written program goals and objectives, work plans, the employee handbook, the parent handbook, the supervisors' handbook, the Clayton Standard Operating and Fiscal Policies and Procedures Manual, and forms to improve the documentation and tracking of services. These systems and documents guide the program in planning and assure the Head Start Performance Standards are met.

Data Driven Practice. Clayton Early Learning utilizes a continuous improvement process that reviews and analyzes all program data on a regular schedule, using the information to inform program planning and improve practice. A reflective inquiry approach guides data discussions in reflective supervision, coaching,

community of practice groups and content team meetings. At the monthly Strategic Planning & Instructional Leadership meeting, Clayton Institute and school staff use program data to strategically plan to improve child, family and school outcomes.

Communication. Multiple processes are in place to share/receive information. All reports, policies, guidelines, program plans and grant applications are received in a timely manner.

Facilities. The Clayton Early Learning Director of Maintenance oversees the buildings and grounds to ensure they are free of toxins such as smoke, lead, pesticides and herbicides, secure, and properly maintained. Daily health and safety checklists are completed to ensure all performance standards and licensing requirements are met.

Federal Site Review. The Office of Head Start conducted its triennial Federal Site Review in 2012. No areas of non-compliance were reported. The review commended the Comcast Cares partnership.

Fiscal. Clayton Educare demonstrates financial stewardship by adhering to sound accounting principles. The fiscal department, under the direction of the Chief Financial Officer, adheres to compliance policies set forth by the office of Head Start. Fiscal reports are reviewed on a regular basis by staff, auditors, the governing body, and the Finance, Investment and Real Estate Committee.

Governance. The Board of Trustees, in collaboration with two appointed committees, the Program and Finance, Investment and Real Estate Committees, provide oversight and expert knowledge to guide the direction of the Early Head Start and Head Start programs. Communication between the governing body and the policy council is seamless as the Program Committee chair attends all policy council meetings and the policy council chair attends all program committee meetings. The governing body and the Policy Council receive/review all financial reports and the annual independent external audit report. Training for governance representatives includes several formal training sessions along with written manuals (handbooks and notebooks).

On-going Monitoring. Clayton Early Learning uses multiple methods for ongoing monitoring of program operations and services. Databases track a range of services (enrollment, assessment, attendance, early intervention, family services, nutrition and health). Monthly collaboration meetings with community sites ensure for comprehensive and intensive monitoring. Two health and safety monitoring visits per year are conducted with community sites and result in written feedback which is discussed during the collaboration meetings.

Planning. The Community Assessment is used to determine program options. The annual self-assessment process engages all staff working on integrated cross-content teams, parents, the governing body and community representatives. Information is used to guide on-going planning and service delivery. Improvement plans are created and implemented.

Exhibit A-1

Record- Keeping and Reporting. Record keeping systems are audited regularly and reviewed by multiple team members to ensure accuracy of information. Hard copy files are in a secure location and data is available in technology based systems that allow staff to access information quickly. Various data reports are generated throughout the program on a daily, weekly, monthly and quarterly basis.

Staff Development/Human Resources Management. Clayton Educare structures staff policies, procedures and human resource guidelines to support the accomplishment of program objectives and outcomes and clearly delineate lines of supervision. In an effort to improve program quality, efficiency, and achieve prenatal-to-five alignment and integration with Early Head Start, staffing configurations and roles are regularly reviewed to ensure they meet current program needs, opportunities and challenges. Expectations for employee conduct are clearly outlined in the Employee Handbook and the NAEYC Code of Ethics and policies and procedures are in place, including those related to background checks and the handling of employee grievances. Leadership staff are well-qualified in their fields and the program is committed to recruiting and developing a highly skilled workforce. Clayton Early Learning is working to meet Denver Great Kids Head Start’s objective of 70% of teachers have a BA or higher and 100% of teacher assistants will meet credentialing requirements. Current teacher qualifications are detailed below in Tables 2 and 3.

Table 2: Preschool Teacher Education Levels – Far Northeast

NAME	LEAD TEACHER	DEGREE or CREDENTIAL	Years of Exp. (as of 10/13)
FNE Preschool 1			
Angel Roper	Lead Teacher	AGS w/ ECE concentration	10 years, 4 months
Samuel McCabe	Teacher	BA in ECE	3 years, 8 months
Callyn Kuhre	Associate Teacher	39 ECE credits	3 years, 9 months
FNE Preschool 2			
Julio Gonzalez	Lead Teacher	BS in ECE	10 months
Ashley Ward	Teacher	BA in Liberal Studies w/ 6 ECE credits	7 years, 3 months
FNE Preschool 3A			
Emily Cappo	Lead Teacher	BA in ECE	1 year, 3 months
Patty Davila	Teacher	9 ECE credits	3 years, 4 months
FNE Preschool 3P			
LaDorris Troche	Lead Teacher	30+ECE credits	8 years, 3 months
Michelle Manzanilla	Teacher	AA in General Education	8 years
FNE Preschool 4A			
Laura Crispin	Lead Teacher	BA in Human Development w/ 43 ECE credits	12 years, 4 months
Kim Tucker	Teacher	AA in ECE	4 years
FNE Preschool 4P			
Kristen Pugliese	Lead Teacher	MA in Spec. Educ (birth to 6th grade)	6 years, 3 months
Margaret Dumas	Teacher	AA in ECE	12 years, 3 months
Other			
Trishia Pollard	Director	MA in Liberal Studies w/ Specialization in Psychology	8 years
Jenene Rutherford	Asst. Director	30+ ECE credits	13 years
Rita Massullo	Mentor-Coach	MS in Physical Education, MA in Spec. Educ., BA Child Development & Family Studies	

Exhibit A-1

Table 3: Preschool Teacher Education Levels – Near Northeast

NAME	POSITION	DEGREE or CREDENTIAL	YEARS OF EXP. (as of 11/13)
Room 123			
Emily Agyemang	Lead Teacher	BA in Sociology, CO teaching license with ECE endorsement	5 years
Diana Casillas	Teacher	BA in ECE	12 years, 4 months
Room 128			
Deborah Jacobson	Lead Teacher	MA in ECE	3 years, 4 months
David Bolden	Associate Teacher	MA in Sports and Exercise Psychology w/ 6 ECE credits	5 years
Candice Mascarenas	Teacher	AA in ECE	
Room 140			
DeShawn Burks	Lead Teacher	BA in Interdisciplinary Studies w/ major in ECE	15 years
Maribel Salgado	Teacher	Level II - 60 ECE credits	15 years, 4 months
Matt Leiferman	Associate Teacher	BA in History	2 years
Room 146			
Brenda Perry	Lead Teacher	AA in ECE	26 years, 4 months
Elijah Pulsipher	Teacher	BA in English w/ 6 ECE credits	1 year, 2 months
Room 166 AM			
Gloria Carrillo	Lead Teacher	BA in Interdisciplinary Studies w/ major in ECE	14 years, 8 months
Ginny Murillo	Teacher	Level II - 30+ ECE credits	14 years
Room 166 PM			
Paul Mezzacapo	Lead Teacher	MA in ECE w/ EC Sped Endorsement	7 years, 3 months
Maria Valdez	Teacher	30+ ECE credits	8 years, 4 months
Room 172			
Denise Ortega	Lead Teacher	BA in Interdisciplinary Studies w/ major in ECE	15 years
Vivian Sandoval	Associate Teacher	Level II - 60 ECE credits	6 years, 11 months
Sara Villangi	Teacher	BA in Human Development w/ major in ECE	
Room 183			
Chavonne Few-Henry	Associate Teacher	30 ECE credits	4 years
Mentor Coaches			
LaShawn Love		BA in ECE	15 years, 5 months
Soren Gall		MA in Teaching (Elem & ECE)	8 years, 4 months
Kelsey Peterson-Hardie		MA in Counseling Psychology	4 years
Other Staff			
Jenny Smith		MA in Child Development	3 years, 2 months
Paula Smith		MA in ECE w/ specialization in leadership management & adm	9 years

Exhibit A-2

CLAYTON EARLY LEARNING
HEAD START DELEGATE 08CH1119-001
Head Start Funding Increase FY 2014-15 Application and Narrative

Clayton Early Learning requests supplemental funds in the amount of \$48,675.66 to be used in accordance with Program Instruction ACF PI-HS-14-01 as follows:

Cost of Living (COLA) Adjustment \$ 17,998.84

Clayton Early Learning requests \$17,998.84 to permanently increase staff salaries 1.3% and to pay expenses associated with the cost of fringe benefits. The program will remain in full compliance with the HHS appropriations bill provision (Section 205) that requires that "none of the funds appropriated in this title for Head Start shall be used to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II" and that prohibits Head Start salaries "in excess of the average rate of compensation paid in the area where the program is carried out to a substantial number of persons providing substantially comparable service, or in excess of the average rate of compensation paid to a substantial number of persons providing substantially comparable services in the area of the person's preceding employment, whichever is higher." The program's salary ranges will be permanently increased by the 1.3% COLA increase.

Restoration of Sequestered Funds \$ 30,676.82

Clayton Early Learning requests \$30,676.82 in additional PA 22 Base Funding to restore funding levels reduced by sequestration. This funds will be allocated to personnel and fringe benefits.

Non-Federal Share \$ 12,168.92

Clayton Early Learning will meet the non-federal share through funding received from the Denver Preschool Program.

Total Funding \$60,844.58

Exhibit A-3

CLAYTON EARLY LEARNING
HEAD START DELEGATE 08CH1119-001
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Clayton Early Learning requests supplemental funds in the amount of \$22,300 to be used towards Quality Teaching efforts as follows:

Quality Teaching Efforts \$ 22,300

Clayton Early Learning requests \$22,300 to supplement our quality teaching strategies to increase teacher credentials and implement staff retention efforts. These strategies include:

1. Develop a series of onboarding training videos. Exit interview data with terminating staff indicate a need for more intensive training to support the onboarding process given the complexity of the work. Clayton Early Learning currently has access to Captivate software which can be used to create internal videos. Funding for this project will support obtaining professionally created raw footage, materials (such as DVD's, labels and other supplies) and purchasing staff time to manage the project.

- Staff Time \$ 2,500
- Materials \$ 250
- Professional Video Taping Services \$ 2,500
- Video Content

- Philosophy/Approach
 - Organization Mission/Values/Beliefs
 - Environments
 - Research and Evidence-Based Practice
 - Reflective Supervision
 - Communities of Practice
 - Metatheories of Childrearing
 - Cultural Proficiency
- Using Data Driven Practices
- Authentic Assessment and Documentation
 - TS Gold
 - Reggio
- Curriculum
 - Creative Curriculum
 - Project Approach

2. Staff continue to request additional technical training and support to deepen their pedagogical practice and improve their job performance. Leadership staff have requested support in team-building and staff and family retention approaches. We propose to obtain professional trainers to expand staff core knowledge and supplement this content knowledge through coaching to deepen practice.

- Project Approach – Judy Helm \$5,000
- ERSEA Train the Trainer Certification \$1,500
- Retention-based Recruiting/Relationship Building – Nick Wechsler \$5,000

Exhibit A-3

3. To continue to support teachers in obtaining educational credentials and meeting the goal established by the city, additional funds will be made available to the current \$6,885.

➤ Teacher Coursework \$4,000

4. Expansion of Conscious Discipline Pilot

• Video Tapes – 1 set per classroom
\$1,500

• Foundations of Conscious Discipline Books
\$1,000

5. Teaching teams currently share screening materials and find they do not have the tools necessary to support individualized screening processes. This line item will add screening kits so that classrooms have one kit per classroom.

➤ Additional ESI Screening and Assessment Kits (6) \$1,550

Non-Federal Share \$ 5,575.00

Clayton Early Learning will meet the non-federal share through funding received from the Denver Preschool Program.

Total Funding \$27,875.00

Exhibit B-1

The Schools at Clayton Early Learning
FY 14-15 Federal Budget

	HS	HS Other	HS Narrative
Operating Revenue			
DGKHS HS Federal Grant	\$ 1,346,964		
DGKHS HS T & TA	\$ 6,885		
CO Child Care Assistance Program		\$ 175,500	
DPS Mil Levy/ECARES		\$ 63,315	
Parent Co-Pays		\$ 25,000	
Private Tuition		\$ 85,932	
Colorado Preschool Program		\$ 195,975	
Colorado Adult & Child Food Program		\$ 45,000	
Denver Preschool Program		\$ 126,000	
EHS Federal Grant			
EHS T & TA			
Total Revenue	\$ 1,353,849	\$ 716,722	
Expenditures			
Salaries and Wages	\$ 664,233	\$ 562,135	53 Staff Exclusive of FNE
Fringe Benefits	\$ 182,663	\$ 154,587	27.5% of payroll including health, dental, life, and AD&D insurance; short and long-term disability insurance; worker's compensation; federal and state unemployment; FICA; and 401(K) retirement
Out of Town Travel	\$ 1,500		Out of town travel for staff attendance at Educare network meetings; Head Start; regional and national conferences
SUPPLIES			
Office Supplies	\$ 15,000		Office supplies; copier paper and printer cartridges; consumables; and forms
Child Services Supplies	\$ 13,000		Curricular and classroom supplies; assessments and screening tools; books and diapers
Food Services Supplies	\$ -		Supplies offset by USDA reimbursements
Health & Safety Supplies	\$ 2,000		Toothbrushes and toothpaste; gloves; first aid and other medical supplies
Family Services Supplies	\$ 5,000		Parent meeting and event supplies including food; consumables; materials and books
Janitorial Supplies	\$ 11,000		Paper towels; bathroom and facial tissue; seat covers; cleaning supplies and laundry, hand and dishwasher soap
Maintenance Supplies	\$ 4,500		Supplies to maintain, repair and improve the facility and its contents
Other Supplies	\$ 1,500		Other supplies
CONTRACTUAL			
Legal & Accounting	\$ 6,000		Cost of OMB A-133 independent audit; legal services as needed
Health/Disabilities Services	\$ 22,000		Consultation services including nutrition and health through Denver Health & Hospitals, Children's Hospital; disability and mental health services through Creative Healing and Denver Children's Advocacy Center

The Schools at Clayton Early Learning
FY 14-15 Federal Budget

	HS	HS Other	HS Narrative
Community Contracts	\$ 237,318		15 Preschool slots at Early Success Academy and 37 at Far Northeast School
Family Child Care	\$ 100		Childcare provided to families to support participation in events and meetings
Janitorial	\$ 30,000		Contract cleaning services
Security	\$ 7,000		Contract security services for evenings and week-ends
Trash	\$ 1,600		Trash removal services
Translation	\$ 700		Translation of program documents and communications for Limited English Proficiency families and translators for meetings
Payroll Services	\$ 6,000		Third party vendor services to include payroll processing, reporting, and W-2's; human resources database
Technology	\$ 12,750		Computer licenses; network and hardware/software purchases; IT support; website development and system maintenance
Other	\$ 1,000		Other contracts and consultants
OTHER			
Utilities	\$ 31,000		Gas and electric
Water & Sewer	\$ 2,500		Water and sewer
Telephone	\$ -		Telephone, network and T1 services
Building Maintenance and Repair	\$ 30,000		Maintenance and repair including carpet and window cleaning; sewer repair; commercial equipment and HVAC repairs; inspections and exterminating expenses
Permits & Licenses	\$ 2,200		Variety of business use permits and licenses
Local Travel	\$ 10,000		Staff mileage at an internally set rate
Child Transportation Services	\$ 2,500		Fuel; vehicle registration and repair; field trips and other transportation needs
Parent Services	\$ 1,500		Activities and materials to engage families; Family Resource Library equipment and materials; parent subscriptions; speakers and training fees
Publications & Subscriptions	\$ 2,000		Publications including professional journals; books; magazines and research literature
Advertising	\$ 2,500		Parent brochures and recruitment expenses
Training & Staff Development	\$ 8,000		Training expenses

The Schools at Clayton Early Learning
FY 14-15 Federal Budget

	HS	HS Other	HS Narrative
Policy Council	\$ 4,300		Meeting and related expenses to include transportation, food and childcare
Meetings	\$ 500		Materials, supplies and refreshments
Other	\$ 1,000		Other expenses
Personnel Recruitment	\$ 4,000		Position advertisements; physicals; criminal background check costs and other hiring expenses
Postage & Shipping	\$ 600		Postage and shipping
Membership, Dues & Fees	\$ 5,000		Web-based data systems; Mountain States Employers Council; and other professional affiliations
Equipment Lease	\$ 9,000		Copier maintenance and rental
CML & Child Liability Insurance	\$ 5,000		Insurance including property, liability, umbrella, auto, sex abuse, volunteer and student accident, employee dishonesty and D&O
Bank Fees & Charges	\$ 500		Fees for processing credit/debit card payments
Total Expenditures	\$ 1,346,964	\$ 716,722	
T&TA Training	\$ 6,885		
Total Expense	\$ 1,353,849	\$ 716,722	
Non-Federal Share			
Depreciation	\$ 139,958		32,800 square feet of classroom, office and storage space divided appropriately between EHS and HS
Colorado Preschool Program	\$ 195,975		Allocation of 130 slots birth to five
Denver Preschool Program	\$ 2,529		Local Tax Funding
Total Non-Federal Share	\$ 338,462		
% Non-Federal Share	25%		
Total Program Budget	\$ 1,692,311	\$ 716,722	

Exhibit B-2

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Total Funding \$27,875.00



2014-2015 School Calendar

Educare Denver (Main Campus)

Phone: 303.355.4411 Fax: 303.355.3718
Help Desk: x313

Far Northeast (Evie Garrett Dennis Campus)

Phone: 303.355.4411 x880 Fax: 720-536-8629
Reception: x880

PROGRAM HOURS Effective July 1, 2014

Option	Days	Hours
Infant/Toddler Full-day	Monday - Friday	8:00 am - 5:00 pm
Preschool Full-Day	Monday - Friday	8:00 am - 2:30 pm
Early Head Start Combination	Monday & Wednesday am	8:00 am - 12:00 am
	Monday & Wednesday pm	12:30 pm - 4:30 pm
	Tuesday & Thursday am	8:00 am - 12:00 am
	Tuesday & Thursday pm	12:30 pm - 4:30 pm
Head Start Part-Day	Monday - Thursday am	8:00am - 11:30 am
	Monday - Thursday pm	12:30pm - 4:00 pm
Extended Hours	Monday - Friday	7:30am - 6:00 pm

PARENT COMMITTEE MEETING DATES	
2014	2015
July 9	January 14
September 10	February 11
October 8	March 11
November 12	April 8
December 10	May 13

POLICY COUNCIL MEETING DATES	
2014	2015
July 3	January TBD
August 7	February 5
September 4	March 5
October 2	April TBD
November 6	May 7
December 4	June 4

STAFF EVENTS	
July 12	Home-visit Make-up (HB & Combo)
August 11-22	1st Home Visit
Sept 6 & Oct 18	Home-visit Make-up (HB & Combo)
November 11 & 12	P-T Conferences (At School) & Home Visits
January 10 & 24	Home-visit Make-up (HB & Combo)
February 14 & 18	2nd Home-visit (School Families)
February 21 & Apr 11	Home-visit Make-up (HB & Combo)
May 1 & 8	Part-day P-T Conferences (At School)
May 22 & 26	Full-day P-T Conferences (At School)
May 30	Home-visit Make-up (HB & Combo)

Exhibit C
Please be advised that changes to the 2014-15 Calendar may occur during the year.

ALL SCHOOL EVENTS	
August 11	All staff return
November 14	File Audits
May 2	File Audits
May 8	Last Day HIPPY CFE's
May 15	Last Day Part Day Teachers
May 22	Last Day Part Day CFE's

Far North East		Near North East		GOLD Ckpt & Data Dialogue
Vision/Hearing/Speech Screenings	Dental Screenings	Vision/Hearing/Speech Screenings	Dental Screenings	
October 7 & 8	September 24	September 4 & 10	June 19 & July 30	August 8
November 20	October 28	October 22 & 23	September 25	October 31
January 6	December 18	December 2 & 3	October 29	February 6
February 19	January 28	January 15	November 18	April 24 (HB/PD)
April 8	March 3	February 25	January 7	May 15
May 21	May 14	April 7 & May 20	February 26 & April 14	

Child/Family Review Check Points	
October 8 Quick Review	February 27
November 28	May 29

45 Days for Screenings	
Sept 30—Oct 8	DECA Window
October 8	CESD/ASQ/Family/ ESI

PARENT EVENTS			
Aug 25	School begins	Nov 1	Family Partnership Agreements Due
Sept 2	HIPPY Program Begins	Dec 18	Culture Night
Sept 25	Back to School Night	Jan 29	All School Parent Meeting
Oct 1	ALL SCHOOL COUNT DAY!	April 30	All School Parent Meeting & Community Data Dialogue
Oct 18	Culture Night Nominations Due	May 9	HIPPY Program Ends
Oct 29	All School Parent Meeting & Community Data Dialogue	May 14	Part Day Classes End



2014-2015 SCHOOL CALENDAR

July

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

August

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

September

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

October

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

NO CONTACT DAYS (School Closed for All Children)	
Date	Event
Jul 4	Independence Day
Jul 25	Staff Planning Day
Aug 11 - 22	All Staff Pre-service
Sept 1	Labor Day
Sept 26	Staff Planning Day
Oct 20	Staff Planning Day
Nov 24 & 25	P-T Conference Days
Nov 26	Staff Planning Day
Nov 27 & 28	Thanksgiving Break
Dec 19	Staff Planning Day
Dec 22 - Jan 2	Winter Break
Jan 5, 2015	Staff Planning Day
Jan 19	MLK Day
Feb 13 & 17	Teacher Home Visits
Feb 16	Presidents' Day
Mar 27	Staff Planning Day
Mar 30 - Apr 3	Spring Break
May 22 & 26	P-T Conference Days
May 25	Memorial Day
June 19	Staff Planning Day

November

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

December

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

January

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

February

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

March

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

April

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

May

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

June

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

Educare Denver 303-355-4411

Far Northeast (FNE) 303-355-4411 x880

For general questions, please contact your Child Family Educator (CFE).

Department	Ext	Department	Ext	Department	Ext
Help Desk	313	Payment/Tuition	430	Weather Line (Snow Days & School Closures)	359
Family Liaison	253	Health & Nutrition	288	Class: Teachers:	
Policy Council	280	Parent Committee	328	CFE:	

Please be advised that changes to the 2014-15 Calendar may occur during the year.

Exhibit D
 Denver Great Kids Head Start
 Program Year 17 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, 2014
	Abbreviated PIR;	December 15, 2014 and March 15, 2015
	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 \$1,00.00 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
	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 19; GABI upload of Program Year 19 budget.	February 9, 2015
	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, 2014
	Certificate of Insurance; Accord Insurance form designating appropriate insurance coverage.	July 31, 2014
	Budget Projection; Month by month spending forecast by designated categories.	July 31, 2014
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
	Program Design and Management Report; Outlines Program Design and Management meeting discussion, includes strengths, recommendations and sections needed for improvement.	Submitted to delegate agencies within 30 days of Program Design and Management Meeting
	Community Assessment Update; Head Start Requirement, completed every 3 years with an annual update	1-Dec-14
	Head Start Annual Report; Head Start requirement	Due in September
	Policy Council Minutes; Approved Policy Council minutes in English and Spanish	Last business day of month following meeting
on	Teacher Qualifications Report; Report Education Levels of Teaching Staff.	December 15 & March 15

Exhibit D
 Denver Great Kids Head Start
 Program Year 17 Report Schedule

Educatic	Child Assessments; Child outcomes information submitted to TS GOLD	October 31, February 22, 2014 and June 28, 2014
Delegate Admin Reports for Grantee	Self Assessment; Self Assessment Plan, findings, analysis and action plans	February 1, 2013
	Policy Committee/Council Members Rosters; Policy Committee/Council monthly minutes	When replacements, upon elections
	Policy Committee/Council Minutes; Approved Policy Committee/Council monthly minutes	Last business day of the month following meeting
	Delegate Grant Application; For funding purposes	January 30, 2014
	Final Grant Application, Budget, and GABI; Constitutes basis of funding request	1-Apr-14
	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
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

Keller-Lowry
Insurance, Inc.

1777 S. Harrison St., Suite #700
Denver, Colorado 80210
Fax 303-756-8818
(303) 756-9909

5-22-2014

Clayton Early Learning

Barbara Sharp

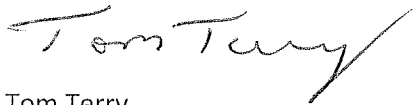
Dear Barbara,

Philadelphia Insurance has again indicated they are offering your Insurance renewal effective 7-1-2014. They are currently working up the renewal pricing with the new numbers you have provided.

We will be renewing with all of the coverage's that you currently have prior to the 7-1-2014 date.

Let me know if you have any questions.

Sincerely,



Tom Terry

Owner Keller Lowry Insurance.

Exhibit F



CLAYTON EARLY LEARNING Head Start Site Locations FY 2014-15

SITE	OPTION	CLASSROOMS
Educare Denver School 3751 Martin Luther King Blvd. Denver, CO 80205	School-based	Room 123 Part-day am Room 128 Full-day Room 140 Full-day Room 146 Part-day am Room 146 Part-day pm Room 166 Part-day am Room 166 Part-day pm Room 172 Full-day Room 183 Full-day
	Home-based	Socialization Room – Eddle-Blute Cottage
Clayton Early Learning School in Far Northeast 4800 Telluride St. Denver, CO 80249	School-based	Room P1 Full-day Room P2 Full-day Room P3 Part-day am Room P3 Part-day pm Room P4 Part-day am Room P4 Part-day pm
Early Success Academy 4870 Chambers Road Denver, CO 80239	Center-based	Part-day

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

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

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

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

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

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work 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 public building or the prosecution of any such public work 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 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 public building or public work and the work of landscaping that is not performed in connection with the construction or renovation of a public building.
- (b) *Contract specifications.* The specifications for every contract 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 public building or public work, 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 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 opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. [section 49-171](#) et seq., or on the date of the written purchase order 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 increases 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. However, as to contracts in effect as of March 1, 2011, future increases in supplemental wage rates for the heavy construction, highway construction and building construction trades approved and published by the career service board shall not become mandatory on the contractor or subcontractors until the second anniversary of the date of publication of the

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increased supplemental wage rates by the board. 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 service 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. If the board has reason to believe that a prevailing wage determination made pursuant to that federal law is substantially different from wages paid in the Denver metropolitan area based upon other information, it shall so inform the city council for their consideration and action by ordinance. 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

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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.

(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.
- (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

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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 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) It shall further be provided in such contract that the copy of the payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract, either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- (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 week, or portion thereof, 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 twenty dollars (\$20.00) 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.

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- (3) The penalty shall be thirty-five dollars (\$35.00) 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 fifty dollars (\$50.00) 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 determination of the auditor as to the imposition and amount of the penalty shall be reviewable as follows:
 - a. 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.
 - b. The auditor shall designate as a hearing officer a person retained by the city for that purpose.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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)